

ORDINANCE NO. 2019-04

AN ORDINANCE OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, APPROVING AN ADDENDUM TO LEASE AGREEMENT BETWEEN THE RADNOR TOWNSHIP SCHOOL DISTRICT AND THE TOWNSHIP OF RADNOR FOR THE PROPERTY KNOWN AS EMLLEN TUNNELL PARK

WHEREAS, Radnor Township and the Radnor Township School District are subject to a March 1, 1986 Lease Agreement for the property currently known as Emlen Tunnell Park; and

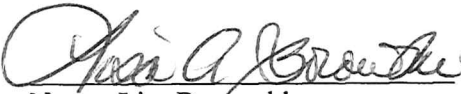
WHEREAS, the Radnor Township School District has approved an Addendum to the March 1, 1986 Lease Agreement; and

WHEREAS, Section 3.01 of the Radnor Township Home Rule Charter permits the lease of real property by the Township for terms in excess of three years by ordinance.


NOW, THEREFORE, be it hereby *ENACTED* and *ORDAINED* that the Radnor Township Board of Commissioners hereby approves the Addendum to Lease Agreement with the Radnor Township School District, a copy of which is attached hereto and incorporated herein as Exhibit "A".

ENACTED AND ORDAINED this 8 day of April, 2019.

RADNOR TOWNSHIP

By: 
Name: Lisa Borowski
Title: President

ATTEST:


Robert A. Zienkowski, Secretary

**ADDENDUM TO LEASE AGREEMENT BY AND BETWEEN
RADNOR TOWNSHIP SCHOOL DISTRICT (LESSOR OR DISTRICT) AND
THE TOWNSHIP OF RADNOR (LESSEE OR TOWNSHIP)
FOR THE PROPERTY KNOWN AS
EMLEN TUNNELL PARK
(FORMERLY KNOWN AS CONVERSE OR ROSEMONT PLAYING FIELD)**

THIS ADDENDUM is entered into this 26th day of February, 2019, by and between **RADNOR TOWNSHIP SCHOOL DISTRICT** ("Lessor") and **THE TOWNSHIP OF RADNOR** ("Lessee") (collectively the "Parties").

BACKGROUND

WHEREAS, by a Lease Agreement dated March 1, 1986 (the "Lease"), the District leased to the Township certain premises (the "Premises"), as outlined in more detail in the Lease, constituting the entrance area of the property currently known as Emlen Tunnell Park, and formerly known as Converse or Rosemont Playing Field; and

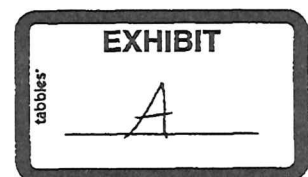
WHEREAS, in the Lease, the Parties agreed that other than for alterations, additions and improvements specifically mentioned in the Lease, the Township would make no alterations, additions or improvements to the Premises without the prior written consent of the District. (See Lease Section 5.1 (Alterations, Additions and Improvements)); and

WHEREAS, the Township has expressed an interest in constructing or causing to be constructed certain alterations, additions and improvements to the Premises, and the District is willing to provide the Township with written consent to construct or cause to be constructed such alterations, additions and improvements, in accordance with the terms and conditions outlined in this Addendum; and

NOW THEREFORE, the Parties, intending to be mutually legally bound, and to bind their successors and assigns, and for good and valuable consideration, the sufficiency of which is hereby acknowledged, do hereby agree to the terms and conditions outlined in this Addendum, which shall be incorporated by reference into the Lease.

TERMS AND CONDITIONS

1. **Permitted Alterations, Additions and Improvements.** The District provides consent for the Township to construct or cause to be constructed the following alterations, additions and/or improvements (hereinafter referred to as "Additions") on the Premises, in accordance with and subject to the terms and conditions outlined herein:
 - a. Comfort Station (Consisting of 2 Unisex Restrooms)
 - b. Small Concession Window



c. Small Storage Area

2. **Additions Become Property of District.** All Additions constructed or installed on the Premises shall, at the termination of the Lease, become the property of the school district, unless the Township deems that the structure is unusable, Notwithstanding the foregoing, the District may require, at its sole option, that the Township remove all Additions existing at the time of termination of the Lease and to restore the Premises to the condition existing at the time the Township initially took possession of the Premises. The entirety of any demolition, removal, clean-up, and/or restoration costs shall be borne exclusively by the Township.
3. **Township Responsibility for Additions.** The Township shall be solely responsible for all costs and expenses, including utility expenses, related to the design, construction, installation, inspection, operation, maintenance, repair, and insurance of the Additions, which shall be in accordance with all applicable federal, state, and local laws and regulations. The Township's responsibility under this provision also includes the responsibility to obtain, at its own cost, any and all required governmental permits, inspections, and/or approvals.
4. **District Right to Approve Plans.** Prior to the Township beginning construction of the proposed additions, the Township shall submit to the District for approval the project specifications/design plans, and a proposed construction schedule. The District shall have 30 calendar days to approve these aforementioned items, and approval shall not be unreasonably withheld. The Township shall immediately notify the District in writing of any material changes to the project's scope or the proposed schedule. The Township acknowledges and accepts that the District's approval of the items listed in this provision will in no way create any responsibility or liability on the part of District for the completeness, sufficiency, competency, or legal compliance of such items.
5. **Insurance.** Notwithstanding any provision to the contrary in the Lease, the Township shall obtain, at its own expense, and maintain in force during the entirety of the Lease, general liability insurance in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in the aggregate per year, and property damage insurance in the minimum amount of Five Hundred Thousand Dollars (\$500,000) per year on the Premises. All insurance policies shall be maintained with companies authorized to do business in the Commonwealth of Pennsylvania, and the District shall be named as an additional insured on all such policies. Certificates of insurance coverage shall be furnished to the District upon request.
6. **Indemnification.** The Township agrees to indemnify, defend, and hold the District and its directors, officers, members, agents, and employees harmless from and against any

and all liability, judgments, costs, damages, claims or demands of any kind (related to persons or property), including, without limitation, reasonable attorneys' fees, arising out of any negligent act(s) or omission(s) of the Township and/or its affiliates, representatives, directors, officers, agents, visitors, invitees, employees, contractors, and/or subcontractors in connection with the design, construction, installation, inspection, operation, maintenance, repair, and insurance of the Premises and the Additions.

7. **Maintenance of Premises During Construction.** The Township shall ensure that the Premises and the surrounding area are maintained free from the unnecessary accumulation of waste materials or rubbish during the period of construction of the Additions.
8. **District Right to Inspect Premises.** The Township agrees that at any time during the Lease, with or without notice, the District may access and inspect the Premises, including the Additions, to confirm compliance with the provisions of this Addendum and the underlying Lease. In the event that the District determines that the Township is not in compliance with any provisions of this Addendum or the underlying Lease, the District shall provide the Township with written notice of the alleged non-compliance. If the Township does not cure the alleged non-compliance within twenty (20) days of the written notice from the District, the District may take reasonable action to cure the alleged non-compliance and charge any costs/fees to do so to the Township as additional rent, which shall become due immediately.
9. **Applicability of All Provisions of Lease Not Contrary to this Addendum.** The Parties agree that all provisions of the Lease dated March 1, 1986, that are not explicitly contrary to the terms of this Addendum shall continue to remain in full force and effect between the Parties for the duration of the Lease.

Intending to be legally bound, the Parties hereto executed this Addendum as of the date listed above.

RADNOR TOWNSHIP SCHOOL DISTRICT

By: Susan Stern
Board President

THE TOWNSHIP OF RADNOR

By: Paul A. Brovati
Board President

MARY C. EBERLE
JOHN B. RICE
DIANNE C. MAGEE *
DALE EDWARD CAYA
DAVID P. CARO ♦
DANIEL J. PACI ♦ †
JONATHAN J. REISS ◊
GREGORY E. GRIM †
PETER NELSON *
PATRICK M. ARMSTRONG
SEAN M. GRESH
KELLY L. EBERLE *
JOEL STEINMAN
MATTHEW E. HOOVER
COLBY S. GRIM
MICHAEL K. MARTIN
JULIEANNE E. BATEMAN
MITCHELL H. BAYLARIAN
IAN W. PELTZMAN
WILLIAM D. OETINGER

* ALSO ADMITTED IN NEW JERSEY
◊ ALSO ADMITTED IN NEW YORK
† MASTERS IN TAXATION
♦ ALSO A CERTIFIED PUBLIC ACCOUNTANT

LAW OFFICES
GRIM, BIEHN & THATCHER

A PROFESSIONAL CORPORATION
SUCCESSOR TO
GRIM & GRIM AND BIEHN & THATCHER
ESTABLISHED 1895 AND 1956,
RESPECTIVELY
124TH ANNIVERSARY 1895-2019

www.grimlaw.com

John B. Rice
e-mail: jrice@grimlaw.com

J. LAWRENCE GRIM, JR., OF COUNSEL
JOHN FREDERIC GRIM, OF COUNSEL

104 S. SIXTH STREET
P.O. BOX 215
PERKASIE, PA. 18944-0215
(215) 257-6811
FAX (215) 257-5374

(215) 536-1200
FAX (215) 538-9588

(215) 348-2199
FAX (215) 348-2520

March 26, 2019

SENT VIA ELECTRONIC CORRESPONDENCE

Delaware County Daily Times
Attn: Legal Department
500 Mildred Avenue
Primos, PA 19018

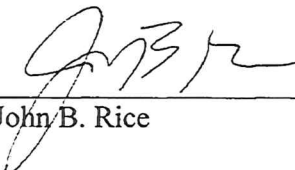
Re: Radnor Township- Emlen Tunnell Ordinance

Dear Legal Department:

Enclosed please find for advertisement one (1) time in the March 28th edition of your newspaper, a Legal Notice for the possible enactment of the above ordinance by the Board of Commissioners of Radnor Township at their meeting on April 8, 2019. Kindly provide proof of publication and your invoice for the advertisement directly to Radnor Township, c/o Robert Zienkowski, 301 Iven Avenue, Wayne, PA 19087. A full copy of the text of the ordinance is enclosed for public inspection. If you have any questions regarding the enclosed, please do not hesitate to contact my office.

Sincerely,

GRIM, BIEHN & THATCHER

By: 
John B. Rice

JBR/hlp
Enclosure

cc: Robert A. Zienkowski (w/encl.) – via email
Jennifer DeStefano (w/encl.) – via email

LEGAL NOTICE

Notice is hereby given that the Board of Commissioners of the Township of Radnor, Delaware County, Pennsylvania, will consider for possible enactment an ordinance, of which this Notice is a summary, approving an Addendum to Lease Agreement between the Radnor Township School District and the Township of Radnor for the property known as Emlen Tunnell Park.

The Board of Commissioners will hold a public hearing on April 8, 2019, at 6:30 p.m., at the Radnor Township Municipal Building, 301 Iven Avenue, Wayne, PA 19087 to consider the ordinance. Copies of the full text of the proposed ordinance are available at the Township offices, the Delaware County Law Library, and the offices of this newspaper during normal business hours.

RADNOR TOWNSHIP
BOARD OF COMMISSIONERS
301 Iven Avenue
Wayne, PA 19087-5297