Title: An ordinance of the Northampton County Council authorizing the County of Northampton, Easton, Pennsylvania, to lease indoor space known as Blue Valley Farm Show Building, American-Bangor Road, Washington Township, Pennsylvania, from Blue Valley Farm Show, Inc., American-Bangor Road, Washington Township, Pennsylvania

WHEREAS, Northampton County Administrative Code Article XIII, Section 13.15 Purchase, Sale and Lease of Real Estate Section b. Sealed Appraisals, provides, "The County shall not purchase, sell, or lease real estate without first obtaining sealed appraisals from two (2) professional real estate appraisers."; and

WHEREAS, Northampton County Administrative Code Article XIII, Section 13.15 Purchase, Sale and Lease of Real Estate Section c. (1) Purchase/Sale/Lease of Real Estate, provides, "The County Executive, or his designee, may negotiate a contract for the purchase, sale or lease (with the County as lessor or lessee) of real estate. Any such purchase/sale/lease shall be approved by County Council, and no such contract shall bind the County nor shall any conveyance be lawful, until County Council approves of the terms of the purchase/sale/lease."; and

WHEREAS, Northampton County Home Rule Charter Article 602 (a)(6) provides that the Northampton County Council shall enact an ordinance for any act which "purchase, conveys, leases or authorizes the purchase, conveyance, or lease of any real property of the County".

NOW, THEREFORE, BE IT HEREBY ORDAINED AND ENACTED by Northampton County Council that it does hereby authorize the County of Northampton to lease indoor space in the Blue Valley Farm Show Building from Blue Valley Farm Show, Inc., American-
Bangor Road, Washington Township, Pennsylvania, for $5,674.35 per month beginning January 1, 2020. The lease shall be in accordance with the Lease Agreement, a copy of which is attached hereto and made a part hereof as Exhibit "A".

Effective Date - This ordinance shall become effective thirty days after the date of enactment.

This ordinance was advertised on the ____ day of ____________, 2020 and was adopted by the Northampton County Council on the ____ day of ____________, 2020.

Attest:

______________________________  ________________________________  ________________________________
Linda M. Zembo                  Ronald R. Heckman              Lamont G. McClure
Clerk to Council                County Council President        County Executive

(J:\2020\bills\bill774)
COUNTY OF NORTHAMPTON DEPARTMENT OF HUMAN SERVICES
AREA AGENCY ON AGING DIVISION

LEASE

This LEASE, made this _____ of __________, 2020 BETWEEN BLUE VALLEY FARM SHOW INC, American-Bangor Road, Washington Township, Northampton County, Pennsylvania (herein called "LESSOR") and NORTHAMPTON COUNTY (herein called "LESSEE"), through the Area Agency on Aging Division of the Department of Human Services, with offices in the Northampton County Government Center, 669 Washington Street, Easton, Pennsylvania.

WITNESSETH:

The LESSOR hereby Leases to the LESSEE, and the LESSEE hereby hires from the LESSOR, the Premises described in Article I hereof for the rent and upon the terms and conditions hereinafter set forth, and in consideration of such leasing and hiring, the LESSOR and the LESSEE hereby agree as follows:

ARTICLE I

Premises

The Leased Premises consists of space in the BLUE VALLEY FARM SHOW BUILDING, including primarily a large meeting room, kitchen and bathrooms, the small room across from the kitchen, office space, and exclusive use of the back storage area, together with ancillary space as LESSOR and LESSEE may informally agree, for the operation by the Northampton County Area Agency on Aging Division of a congregate meal program and recreation, socialization and education activities for senior citizens, which program is known as the Slate Belt Senior Center.

ARTICLE II

Terms of Lease

The term of this Lease shall be for one (1) year with automatic one (1) year renewals commencing on January 1, 2020, provided that LESSEE continues to receive sufficient State or Federal funds for the continued operation of the programs at the Leased Premises during the entire period. In the event that insufficient State or Federal funds are paid to LESSEE to continue the operation of the programs at the Leased Premises, then this Lease shall expire upon LESSEE giving to LESSOR sixty (60) days advance notice of termination. LESSEE reserves the right to cease this program operation for any reason upon giving LESSOR sixty (60) days advance notice of termination. This Lease shall be effective January 1, 2020, and all rentals payments shall be retroactive to that date.
ARTICLE III
Rent

In consideration of said Lease, LESSEE agrees to pay LESSOR the sum of Five Thousand Six Hundred and Seventy-Four dollars and Thirty-Five cents ($5,674.35) per month, on the first day of each and every month, minus any amount resulting from the provisions of Article V. This payment shall include heat, gas, light, water, and custodial services, which will be provided by LESSOR. Checks shall be made payable to Blue Valley Farm Show, Inc., and mailed to Blue Valley Farm Show, Inc., P.O. Box 70, Bangor, PA 18013-0070. A late fee of 5% will be assessed in the event that rent is not paid within 15 days of the due date.

ARTICLE IV
Automatic Renewal

This Lease will continue for a like term of years under the same terms and conditions as stated in this Lease unless either party gives notice, in writing to the other party at least (6) six months prior to the end of this Lease, of its intention to terminate the Lease Agreement. All the terms, provisions and conditions contained in this Lease shall continue to apply except that the annual rent shall be adjusted by applying fluctuations in the Consumer Price Index to the annual rent as follows:

(a) The Consumer Price Index for the purposes of this Lease shall be the Consumer Price Index for All Items for All Urban Consumers published by the Bureau of Labor Statistics of the United States Department of Labor applicable to the Lehigh Valley area. If the Consumer Price Index ceases to be published by the United States Department of Labor, Bureau of Statistics, then the calculation shall be based on the closest successor index as identified by the United States Department of Labor. If no such successor exists, the calculation shall be based on an index that is mutually agreed upon between the parties.

(b) The base date shall be the calendar month preceding the dated commencement of this Lease agreement.

(c) The adjusted annual rental shall be determined by multiplying the annual rent by a fraction, the numerator of which shall be, the Consumer Price Index for the month at the conclusion of the second full Lease year and the fourth full Lease year (the "Comparison Date"), as the case may be, and the denominator of which shall be the consumer price index for the Base Date. The resulting sum, if greater than the annual rent payable in Paragraph 2.01, shall be the adjusted rent payable in (12) twelve equal monthly installments, commencing with the month following the Comparison Date.

ARTICLE V
Use and Assignment

LESSEE agrees that it will not assign this Lease or sublet the said premises or any part thereof without written approval of the LESSOR. LESSEE will use and occupy the Premises for the congregate meal program, and for recreation, socialization and education activities for senior citizens.
LESSEE's personnel shall have no responsibility for working with other parties privately renting from LESSOR. LESSOR shall be solely responsible for regulating the conduct of/making necessary arrangements for such parties.

**ARTICLE VI**

**Furniture and Supplies**

LESSOR will provide storage area for LESSEE's serving equipment in the kitchen, which storage area may be locked. LESSEE shall lock or otherwise secure the ice machine and dishwasher. Use of the dishwasher and ice machine shall be in accordance with Paragraph VII, Section 3.

LESSEE shall have exclusive use of the main room, kitchen, small room across from the kitchen, the lavatories and office space from Monday through Friday from 7:30 AM to 3:30 PM, during the term of the Lease, except as set forth below.

LESSOR and LESSOR agree that LESSOR shall have exclusive use of the building for the five (5) days of the Annual Farm Show (the second week in August), except that LESSEE may use the kitchen for its luncheon preparation on those days. LESSEE shall provide all paper products used by LESSEE. The LESSOR shall credit the LESSEE for the above five (5) scheduled weekend days (Saturday and/or Sunday). LESSEE will provide LESSOR with thirty (30) days' notice for weekend use.

There shall be no reduction in rent for holidays, snow days, Election Day or any day the LESSEE chooses not to use the premises.

In view of the shared use of the building by LESSEE and LESSOR, LESSOR agrees to keep LESSEE (through the Area Agency on Aging) informed about LESSOR's planned use of the building on evenings and weekends so that the LESSEE can secure its property within the building. 48 hour notice is required from LESSOR to LESSEE for the anticipated use of the facility on evenings or weekends.

LESSOR will provide security for and be responsible for LESSEE's piano, dishwasher, ice machine, pool table and kiln on weekdays, (Monday-Friday after 3:30 and weekends during other times when the LESSEE is not in possession of the premises. LESSEE will be responsible for securing portable equipment (i.e. storing it in locked closets or other secure storage area) when LESSEE is not in possession of premises. Damages arising from improper handling of any of LESSEE'S property shall be deducted from the forthcoming month's rent.

LESSOR will maintain a bulletin board in the foyer area for use of LESSEE.

**ARTICLE VII**

**Maintenance and Repair**

**Section 1. Repair.** The Lessee will take good care of the Premises, will permit no waste or injury thereto, and will keep the Premises in good order and condition.
The LESSEE will make, at its option and expense, all structural and exterior repairs to the Premises and will maintain in good operating condition all LESSOR’S permanent building installations, systems, and utilities. LESSOR, at its expense will make all repairs to the Premises made necessary by its negligent acts or omissions. LESSOR will repair defects in the Premises occurring after the commencement of this Lease caused by faulty materials, workmanship or construction.

The LESSEE will surrender the premises upon the termination of this Lease, whether by expiration of the term or otherwise, in as good order and condition as they shall be on the Commencement day, ordinary wear and tear, depreciation, damage by the elements, fire or other unavoidable casualty excepted. The LESSOR will make available to the LESSEE all benefits which inure to it under any builders’ or manufacturers’ guarantees given in connection with the construction of the building: (i) to the extent permitted under the terms and such guarantees; and (ii) to the extent such benefits assist the LESSEE in the satisfaction of any duty imposed on it in this Article. LESSOR’s making available such guarantees to LESSEE shall in no way relieve LESSOR of its obligations under this Lease.

Section 2. Utilities.
The LESSOR will furnish at its expense electric, gas, heat, water and sewer to the premises. LESSEE will be responsible for two telephone lines and two telephones for use by the senior center. LESSOR shall maintain a heating system capable of holding temperature at a minimum of 70 degrees F during the heating season, herein defined as October 15 – April 15. This shall not preclude the use of heat at other times of the year.

Section 3. Dishwasher and Ice Machine.
The dishwasher and ice machine provided by the LESSEE shall be used exclusively by the LESSEE. A key will be provided to LESSOR for emergency purposes only.

Section 4. Steamtable.
LESSEE shall provide a Steamtable for its exclusive use at the premises.

Section 5. Waste Disposal/Janitorial Service
LESSOR will provide janitorial services for the Leased premises for three hours per day Monday through Thursday and four hours on Friday. Supervision for the custodian shall be provided by LESSEE’s personnel. LESSEE shall develop a listing of duties for the custodian. Should performance be unsatisfactory, LESSEE reserves the right to sc notify LESSOR and the parties shall schedule a meeting to discuss and remediate the concern(s) on a timely basis. LESSOR will provide for garbage removal. LESSEE may use LESSOR’s dumpster.

LESSEE shall develop and post a listing of duties to be performed by the custodian.

Section 6. Snow Removal
LESSOR will be responsible for prompt removal of snow around the entrances to the Farm Show building and in the parking area.
ARTICLE VIII

Alterations

The LESSEE may, at its expense, make such appropriate improvements and installations, inclusive of signs, upon the Premises as shall serve to enhance its use, provided, however, that any or all machinery, equipment, movable partitions, signs, fixtures and the like installed in the Premises by the LESSEE will remain the property of the LESSEE and may, at its option, either be left on the Premises at the termination of the Lease or the surrender of the Premises, or at that time be removed by the LESSEE provided that upon such removal the LESSEE shall leave the Premises in at least the same condition of repair as it was in when delivered to LESSEE reasonable wear, tear and depreciation excepted. All alterations are subject to prior approval of LESSOR, which shall not be unreasonably withheld.

ARTICLE IX

Fire

If, during the term of this Lease, the building is so injured by fire or other casualty not occurring through the negligence of LESSEE or those claiming under LESSEE, or their employees respectively, that the demised Premises are rendered wholly unfit for LESSEE's occupancy and LESSEE's intended uses, and said demised Premises cannot be repaired within sixty (60) days from the happening of such injury, then this Lease shall cease and determine from the date of such injury. In such case, LESSEE shall pay the rent apportioned to the time of the injury and shall immediately surrender the Leased Premises to LESSOR, who may enter upon and repossess the same. If such injury can be repaired within sixty (60) days thereafter, LESSOR may enter and repair, and this Lease shall not be affected, except that the rent shall be apportioned and suspended while such repairs are being made. If the said demised Premises shall be so slightly injured by fire or other casualty as aforesaid as not to be rendered unfit for occupancy, LESSOR agrees that the same shall be repaired with reasonable promptitude, in which case the rent accrued or accruing shall be apportioned or suspended.

ARTICLE X

Hours of Service

LESSOR shall make available to LESSEE the Leased Premises from Monday through Friday inclusive during the hours from 7:30 AM to 3:30 PM, with the option to stay until 7:30/8:00 PM two (2) days per week. LESSEE will provide LESSOR with thirty (30) days' notice for extended hours of usage.

ARTICLE XI

Accidents

LESSEE shall give to LESSOR prompt written notice of any accidents to, or defects in, the water pipes, gas pipes, electric wires, or warming apparatus, which shall be remedied by LESSOR at its option. However, if failure to remedy said accidents or defects which efforts shall be made within sixty (60) days of the accident makes it impossible for LESSEE to maintain its program in LESSOR's Premises, then the Lease shall cease and determine and LESSEE shall only be obligated to pay the rent apportioned to the time of accident or defect.
ARTICLE XII

Holding-over After Expiration of Lease

In the event either LESSEE or LESSOR does not notify the other of a change in this Lease instrument within sixty (60) days of its expiration date then a lawful continuance shall be deemed a renewal for a further term of one year, and every lawful continuance shall be deemed a further renewal for like term.

ARTICLE XIII

Modification of Terms

No modification of any of the provisions of this Agreement shall be effective unless the same be in writing and signed by the LESSOR and the LESSEE.

ARTICLE XIV

Default of Lessee

Section 1. Termination of Right of Occupancy. If:

(a) the installment of rent, or any of them, or any part thereof, shall not be paid promptly upon the date on which the same became or becomes due and payable as herein provided, and any such default shall continue for a period of fifteen (15) days after written notice thereof shall have been given by the LESSOR to the LESSEE, or

(b) default shall be made in the due observance or performance of any of the other covenants and agreements herein contained on the part of the LESSEE to be kept, observed and performed, and such default shall continue for a period of thirty (30) days after written notice thereof shall have been given by the LESSOR to the LESSEE specifying the nature of the default claimed unless such default shall be of such nature that it cannot be completely cured within such thirty (30) day period and LESSEE within thirty (30) day period commence curing such default and thereafter continues curing the same with reasonable diligence, or

(c) the LESSEE shall abandon the Premises.

Then, in any of such events, LESSOR will have the option thereafter to give the LESSEE notice of the LESSOR’s intention to terminate the right of the LESSEE to occupy the Premises and to re-enter the Premises on a date to be stated in such notice, which date shall be not less than fifteen (15) days nor more than sixty (60) days after the giving of such notice, and on the date specified in said notice, the right of the LESSEE to occupy the Premises shall end. The termination of the right of the LESSEE to occupy the Premises and any re-entry by the LESSOR shall not relieve the LESSEE from its obligation to pay the rent or perform and observe all of the terms and conditions of this Lease to be performed and observed by the LESSEE during its original term or any extension thereof (if it has theretofore been extended).
ARTICLE XV

Compliance with State, Local and Federal Standards

LESSOR warrants that the Leased Premises comply with all applicable State, Local and Federal Standards including, but not limited to, the Department of Labor and Industry Fire and Panic Codes and the Department of Environmental Protection Sanitary Standards. In the event it is determined that the Premises do not comply with the aforesaid standards, LESSOR, at its option, shall take prompt action to correct such defects. In the event that LESSOR cannot remedy/or refuse to remedy such deficiencies within sixty (60) days from the discovery of such deficiencies, then this Lease shall cease and determine upon the expiration of said sixty (60) day period. In such case, LESSEE shall remit to LESSOR any sums due and payable, apportioned to the time of cessation of said Lease, and shall immediately surrender the Leased Premises to LESSOR, who may enter upon and repossess the same.

ARTICLE XVI

Delays

Unavoidable delay shall not be considered in the period or periods of time specified in this, Lease in which either party is required to perform any act. The term "Unavoidable Delay" shall mean delays due to strikes, Acts of God, government restriction, enemy action, fire, unavoidable casualty or similar causes beyond the control of either party.

ARTICLE XVII

Scope of Agreement

This Lease contains all of the representations and agreements between the parties hereto with respect to the Premises and supersedes any and all previous or other arrangements or undertakings, verbal or in writing, regarding the same.

ARTICLE XVIII

Governing Law

This Lease shall be governed and construed in accordance with the applicable laws of the State of Pennsylvania.

ARTICLE XIX

Partial Invalidity

If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to person or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.
ARTICLE XX

Insurance

LESSEOR will maintain and pay for adequate fire insurance, with extended coverage, on the demised premises.

LESSEE agrees, at its own expense, during the term of this Lease that it will maintain public liability insurance with personal injury limits of at least One Million Dollars ($1,000,000.00), and a limit of at least One Million Dollars ($1,000,000.00) for damage to property, and that the parties hereto shall be named as insured in said policy. LESSEE may provide such insurance coverage in any blanket policy that it carries.

LESSEE shall provide for all hazard insurance on its own contents in the demised premises.

LESSEE covenants and agrees that LESSEE will not do or suffer to be done, any act, matter or thing objectionable to the fire insurance companies whereby the fire insurance or any other insurance now in force or hereafter to be placed on the demised premises, or any part thereof, or on the building of which the demised premises may be a part, shall become void or suspended, or whereby the same shall be rated as a more hazardous risk than at the date of execution of this Lease, or employ any person or persons objectionable to the fire insurance companies, or carry or have any benzine or explosive matter of any kind in and about the demised premises without LESSOR's prior written consent.

ARTICLE XXI

Succession

Except as otherwise provided herein, the covenants and agreements herein contained shall bind and inure to the benefit of the LESSOR and LESSEE and their respective successors and assigns.

ARTICLE XXII

Notification

All questions with respect to performance under this Lease shall be directed by LESSOR to LESSEE through the Coordinator of Center Services at the Area Agency on Aging Division and by LESSEE to the President of the Blue Valley Farm Show, Inc.
IN WITNESS WHEREOF, the LESSOR and LESSEE have cause this Lease to be duly executed and their respective seals to be hereunto affixed as of the day and year first above written.

LESSEE:
COUNTY OF NORTHAMPTON

BY: ________________________________
    County Executive

LESSOR:
BLUE VALLEY FARM SHOW, INC.

BY: ________________________________
    Title

24-0819931
IRS Identification Number

ATTEST:

__________________________________

CORPORATE SEAL