

BILL NO. 21 -2011

AN ORDINANCE

AUTHORIZING THE MAYOR TO EXECUTE THE LEASE BETWEEN THE CITY OF READING AND THE READING AREA FIRE FIGHTERS MUSEUM, INC. FOR PREMISES LOCATED AT 501 SOUTH 5TH STREET, READING, BERKS COUNTY, PA.

WHEREAS, the City of Reading has acquired certain property situate at 501 South 5th Street, Reading, Berks County, PA; and

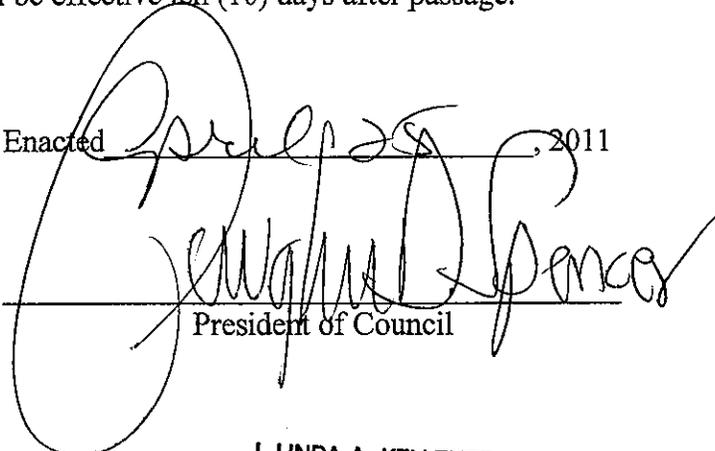
WHEREAS, the Reading Area Fire Fighters Museum, Inc., desires to lease premises situate at 501 South 5th Street, Reading, Berks County, PA and intends to enter into a certain lease containing the terms set forth in attached Exhibit A;

NOW, THEREFORE THE COUNCIL OF THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

SECTION 1. The Mayor is authorized to execute any and all documents to facilitate and effectuate the lease between the City of Reading and the Reading Area Fire Fighters Museum, Inc., for premises situate at 501 S. 5th Street, Reading, Berks County, PA in accordance with terms set forth in the attached Exhibit A.

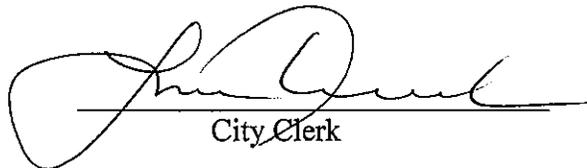
SECTION 2. This Ordinance shall be effective ten (10) days after passage.

Enacted September 25, 2011

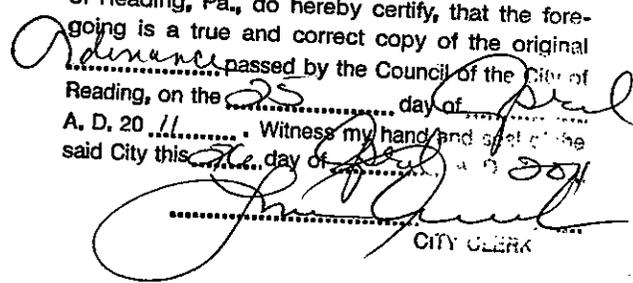


President of Council

Attest:



City Clerk

I, LINDA A. KELLEHER, City Clerk of the City of Reading, Pa., do hereby certify, that the foregoing is a true and correct copy of the original Ordinance passed by the Council of the City of Reading, on the 25 day of Sept A. D. 20 11. Witness my hand and seal of the said City this 25 day of Sept, 2011.


CITY CLERK

Submitted to Mayor: [Signature]

Date: 4/26/11

Received by the Mayor's Office: [Signature]

Date: 4-26-11

Approved by Mayor: [Signature]

Date: 4/26/11

Vetoed by Mayor: _____

Date: _____

Reading Area Fire Fighters Museum, Inc. Lease

This lease is made and concluded this _____ day of _____ in the year two thousand and eleven, by and between the CITY OF READING, a municipal corporation of the Commonwealth of Pennsylvania, located in the County of Berks, said Commonwealth, referred to in this Lease as "Lessor", and the READING AREA FIRE FIGHTERS MUSEUM, INC., a Pennsylvania Nonprofit Corporation, referred to in this Lease as 'Lessee'.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessor leases to Lessee, and Lessee leases from the Lessor, the entire building, situate in the firehouse located at 501 South 5th Street in the City of Reading, Berks County, Pennsylvania. The aforesaid leased premises are referred to in this lease as the 'Premises'.

ARTICLE 1. TERM

1.01 **Term of Lease.** The initial term of this lease shall be ten years commencing on _____, _____, and ending on _____, _____, unless terminated sooner as provided in this Lease.

1.02 **Option to Extend Term.** Lessee has the right to extend this Lease beyond the expiration date provided in Paragraph 1.01 on the following terms and conditions:

(a) Should Lessee fully perform all the terms and conditions of this Lease, lessee may extend the term of this Lease for an additional period of _____ years, with the extended term to begin on the date following the expiration date of the Lease terms specified in Paragraph 1.01, and thereafter Lessee may extend the term of

this Lease for one additional period of _____ years, each to commence on the day following expiration date of the immediately proceeding term. All the terms, covenants, and provisions of this Lease shall apply to all extended Lease terms.

(b) Lessee may exercise each option to extend this Lease by giving to Lessor notice of its intention to do so not later than ninety days prior to the expiration of the lease term in effect at this time. To constitute effective notice of an intention to exercise an option under this Lease, the notice must be delivered personally or be sent by certified or registered mail to the Lessor at the address provided in Paragraph, 12.03 of this Lease and must be postmarked no later than the latest date provided in this section for Lessee's exercise of the option.

1.03 **Holdover.** If Lessee holds over and continues in possession of the leased Premises after expiration of the term of this Lease or any extension of that term, other than as provided in Paragraph 1.02, Lessee will be deemed at Lessor's option to be occupying the Premises on the basis of a month-to-month tenancy, subject to all of terms and conditions of this Lease at the rent in effect during the last month of the term.

1.04 **Modification of Lease Terms.** The terms and conditions of this Lease may be renegotiated as conditions may necessitate but only upon the mutual consent of both Lessor and Lessee.

ARTICLE 2. RENT

2.01 **Rent.** Lessee agrees to pay to Lessor annual rent in the sum of One Dollar (\$1.00) payable on before _____ of each year of the Lease term commencing _____, _____.

2.02 **Location.** Lessee agrees to pay rent as provided in Paragraph 2.01 to Lessor at Lessor's office, located at 815 Washington Street, Reading, Pennsylvania, or at such other location as Lessor shall from time to time designate by written notice to Lessee.

ARTICLE 3. USE OF PREMISES

3.01 **Permitted Use.** Lessee shall utilize the leased Premises during the term of this Lease solely for the purpose of creating, operating and maintaining a fire service historical museum, along with all related accessory uses consistent with this purpose.

3.02 **Waste, Nuisance, or Illegal uses.** Lessee shall not use the Premises, or permit it to be used, in any manner that results in waste of the premises or that constitutes a nuisance. Lessee shall not use the Premises, or permit it to be used, for any illegal purpose. Lessee will comply, and will cause its officers, employees, agents, and invitees to comply with all applicable laws and ordinances and with all applicable rules and regulations of governmental agencies concerning the use of Premises.

3.03 **Joint Use of Lessor.** The Reading Fire Department Volunteer Scuba Team is permitted to use the easternmost one-story garage including the toilet facilities and utilize the interior stairs to the basement.

3.04 **Display Items.** Lessor, its agents or invitees, shall not disturb, move modify or damage items in the leased Premises which are owned or which are being displayed on loan to Lessee, except those items which may be owned by Lessor.

3.05 **Quiet Enjoyment.** Lessor warrants that Lessee shall peaceably and quietly hold and enjoy leased Premises for the term hereby stated without hindrance or

interruption by Lessor or any other person or persons lawfully or equitably claiming by, through or under Lessor, subject, nevertheless, to the terms and conditions of this Lease,

3.06 **Entrance.** Lessee, its agents and invitees, shall have the right to principally use the 5th Street entrance and/or the Laurel Street entrance to the building in order to access the leased Premises.

ARTICLE 4. MAINTENANCE AND SURRENDER

4.01 **Maintenance and Surrender.** Lessor shall maintain and repair the building in which the leased Premises are located and Lessor shall be responsible to repair any damage to the leased Premises caused by the deterioration of the building in which the Premises is located. Otherwise, in general, Lessee shall be responsible for the routine cleaning and maintenance of the leased Premises as required to maintain that portion in condition suitable for public display, and keep it free from waste or nuisance throughout the Lease term and any extension of that term, provided, however, in the event that such maintenance and repairs are the result of action or conduct of Lessor or Lessor's agents or invitees, Lessor shall be solely responsible for the same.

Maintenance of the shared areas shall be shared by the Reading Fire Department Volunteer Scuba Team and Lessee commensurate with the use of the facilities by each. At the termination of the Lease, Lessee shall surrender and deliver the leased Premises to Lessor as delivered with the exception of reasonable wear and tear.

4.02 **Remedy for Failure to Maintain.** In the event Lessor or Lessee should fail to perform their respective obligations to repair or maintain as set forth in Paragraph 4.01, above, after notice of the need for such repair or maintenance and the passage of a reasonable amount of time for performance after such notice, the notifying party may

make the repairs or perform the maintenance at its own expense. In such an event, the notifying party shall be reimbursed for the reasonable expense of the repair or maintenance within thirty days (30) or at the termination of the Lease, whichever occurs first.

ARTICLE 5. UTILITIES AND GARBAGE REMOVAL

5.01 **Real Property Taxes.** Lessor shall pay and fully discharge any and all real property taxes imposed on the lease Premises during the term of this Lease.

5.02 **Utility Charges.** Lessor shall pay all utility charges for water, electricity, heat and gas used in and about the leased Premise during the term of the Lease; provided, however, if there should be significant increase in the utilities usage of the building which is related to the use of the Premise by Lessee, then lessee shall pay the utility company charge for any such increase.

5.03 **Garbage Removal.** Lessor shall pay and be responsible for the removal of all normal garbage and rubbish from the lease Premises during the term of the Lease.

5.04 **HVAC.** Lessor shall be responsible to supply adequate heating and electricity to the leased Premise, and it is Lessor's responsibility to maintain and repair, at Lessor's cost, the heating, electrical and plumbing systems servicing the building and leased Premises. When installed and made operational, central air conditioning or elevator maintenance and operating costs are the responsibility of Lessee

ARTICLE 6. ALTERATION, ADDITIONS, AND IMPROVEMENTS

6.01 **Improvements.** Lessee may, with consent of Lessor, which consent shall not be unreasonably withheld, undertake repairs or modifications to the leased Premises or to the interior or exterior of the building in which the leased Premises is located.

6.02 **Alterations Property of Lessor.** All permanent alterations, additions, or improvements made by Lessee and affixed to the building shall become the property of Lessor at the termination of this Lease, with no reimbursement to Lessee for the cost or value thereof.

ARTICLE 7. INSURANCE

7.01 **Property Insurance.** Lessor shall be responsible to maintain adequate insurance to cover any loss or damage to any items or personal property placed on the Premises by Lessee minus the deductible amount. Lessee shall be responsible for the deductible amount. Lessor is also responsible for maintaining adequate insurance coverage on the building itself.

7.02 **Liability Insurance.** Lessor, at its own expense, shall provide and maintain in force during the term of this Lease liability insurance covering Lessor with one or more insurance companies who are licensed to do business in Pennsylvania.

7.03 **Indemnity:** Lessee shall indemnify and hold harmless Lessor, City Council, its employees, and agents from all suits, actions or claims from any character, including costs and attorney fees, brought because of injuries or damages received or sustained by any person, persons, or property; on account of the performance of this agreement; or on account of or in consequence of any neglect, negligence or because of any act or omission or misconduct of Lessee or agents from any claims or amounts arising or recovered under the Worker's Compensation Act, or any other law, ordinance, order or decree.

ARTICLE 8. DAMAGE OR DESTRUCTION OF PREMISES

8.01 **Notice to Lessor.** If the leased Premise or any improvements on the leased Premise should be damaged or destroyed by fire, flood, or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

ARTICLE 9. INSPECTION BY LESSOR

9.01 **Inspection by Lessor.** Lessee shall permit Lessor and Lessor's agents, representatives, and employees to enter onto the Leased Premises at all reasonable times for the purpose of inspection, maintenance, making necessary repairs or alterations to the Premises, or any other purpose necessary to protect Lessor's interest in the leased Premises.

ARTICLE 10. ASSIGNMENT AND SUBLEASE

10.01 **Assignment and Subletting by Lessee.** Lessee may not sublet, assign, encumber, or otherwise transfer this Lease, any right or interest in this lease, the leased Premises, or the improvements on the leased Premises, without the written consent of Lessor. If Lessee sublets, assigns, encumbers, or otherwise transfers its rights or interest in this Lease or the leased Premises or the improvements on the leased Premises without the written consent of the Lessor, Lessor may, at its option, declare this Lease terminated. In the event Lessor consents in writing to an assignment, sublease, or other transfer of all or any of the Lessee's rights under this Lease, the assignee or sublessee must assume all of the Lessee's obligations under this lease.

10.02 **Assignment by Lessor.** Lessor may assign or transfer any or all of its interests under the terms of this Lease.

ARTICLE 11. MISCELLANEOUS

11.01 **Right of First Refusal.** If Lessor decides in the future not to maintain the Premises as a museum, the Liberty Steam Fire Company shall have first buy back rights to the property for One Dollar (\$1.00), in as good, or better condition, as was originally conveyed from the Liberty Steam Fire Company. Should Liberty Steam Fire Company not wish to accept said property, Lessor will offer said property to Lessee for One Dollar (\$1.00). If neither the Liberty Steam Fire Company nor Lessee choose to accept said property, Lessor shall list the property for sale for marketable value.

11.02 **Memorandum of Lease.** Lessee shall have the right to record with the Berks County Recorder of Deeds, a memorandum of terms of this Lease, and Lessor agrees to sign and acknowledge the same at Lessee's request.

11.03 **Notices and Addresses.** All notices required under this Lease must be given either personally or by certified mail, addressed to the proper party, at the following address:

Lessor:

Frank Denbowski, Chief of Staff
City Hall
815 Washington Street
Reading, PA 19601

Lessee:

William Rehr
The Reading Area Fire Fighter Museum, Inc.
501 South 5th Street
Reading, PA 19601

Either party may change the names and/or address to which notices are sent by giving the other party notice of the new address in the manner provided in this Paragraph.

11.04 **Parties Bound.** This Lease shall be binding on, and inure to the benefit of, the parties to the Lease and their representatives heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Lease.

11.05 **Pennsylvania Law to Apply.** This Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. All obligations of the parties created by this Lease are performable in Berks County, Pennsylvania.

11.06 **Legal Construction.** In the event any one or more of the provisions contained in this Lease shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of the Lease, and this Lease shall be construed as invalid, illegal, or unenforceable provision had never been included.

11.07 **Prior Agreements Suspended.** This lease constitutes the only agreement between the Lessor and Lessee and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this lease.

11.08 **Amendment.** No amendment, modification, or alteration of the terms of this Lease shall be binding unless it is in writing, dated subsequent of the date of this lease, and duly executed by the Lessor and Lessee.

11.09 **Time of Essence.** Time is of the essence of this Lease. The undersigned Lessor and Lessee have executed this Lease as of _____, 2011.

CITY OF READING, PA

Attest:

By : _____ (SEAL)

THE READING AREA FIRE
FIGHTERS MUSEUM, INC.

Attest:

By : _____ (SEAL)