

ORDINANCE NO. 2439

**AN ORDINANCE OF THE BOROUGH COUNCIL OF THE  
BOROUGH OF CARLISLE, CUMBERLAND COUNTY,  
PENNSYLVANIA APPROVING A LEASE BETWEEN THE  
BOROUGH OF CARLISLE AND HOPE STATION  
OPPORTUNITY AREA NEIGHBORHOOD COUNCIL**

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**WHEREAS**, Article VI, Section 602.A.6 of the Carlisle Home Rule Charter requires that the lease of property of the Borough of Carlisle be approved by Ordinance; and

**WHEREAS**, Hope Station Opportunity Area Neighborhood Council (the “Hope Station Council”) desires to lease from the Borough of Carlisle (the “Borough”) Hope Station, which is located on the property of the Borough designated as Memorial Park; and

**WHEREAS**, Borough Council desires to lease Hope Station to Hope Station Council and Hope Station Council desires to lease Hope Station from the Borough, with the terms for such lease being documented and to be entered into between the parties in the form of the lease attached to this Ordinance as “Exhibit A”.

**NOW, THEREFORE, IT IS HEREBY ORDAINED** by the Borough Council of the Borough of Carlisle as follows:

**SECTION 1.** The lease between the Borough of Carlisle and Hope Station Council attached to this Ordinance as “Exhibit A” is hereby approved with an effective date of its term being April 10, 2024.

**SECTION 2.** The appropriate officer of the Borough is hereby authorized and directed to execute the lease on behalf of the Borough of Carlisle.


**SECTION 3.** This Ordinance shall become effective immediately upon enactment.

ENACTED AND ORDAINED this 13<sup>th</sup> day of June, 2024.

ATTEST:

  
\_\_\_\_\_  
Patricia Blair, Secretary

BOROUGH OF CARLISLE

By:   
\_\_\_\_\_  
Sean M. Shultz, Mayor

(Borough Seal)



LEASE

THIS LEASE is made the 10th day of April, 2024, by and between the BOROUGH OF CARLISE, a Pennsylvania Home Rule municipality, having offices at 53 West South Street, Carlisle, Cumberland County, Pennsylvania (hereinafter called "Lessor") and HOPE STATION OPPORTUNITY AREA NEIGHBORHOOD COUNCIL, a Pennsylvania nonprofit corporation, having its offices at 149 W. Penn Street, Carlisle, Cumberland County, Pennsylvania (hereinafter called "Lessee").

Lessor, for and in consideration of the rents and covenants contained in this Lease, does hereby lease to the Lessee that portion of the building, and only that portion (sometimes referred to in this Lease as the "leased premises" or "building") consisting of all areas except the area identified as "basement" as shown on "Exhibit A" attached to this Lease, of a former railway station commonly known as Hope Station, located on the property of Lessor called Memorial Park within the Borough of Carlisle, bounded by Pitt Street, West Street, Penn Street, and Norfolk Southern railroad tracks, for the limited use of providing neighborhood-based programming benefitting low/moderate income households, subject to the following terms and conditions. The Lessee acknowledges that the leased premises does not include Memorial Park. Any events that the Lessee desires to have in Memorial Park must be requested by Lessee and approved in writing by the Carlisle Parks and Recreation Department before and as a condition of the event being held by Lessee. The Carlisle Parks and Recreation Department will notify Lessee of all approved events that are scheduled at Memorial Park whether or not those events have been requested by Lessee.

1. TERM. The term of this Lease shall be one year, commencing with the date noted above. This Lease, however, may be cancelled by either party for any breach by the other upon 30 (thirty) days written notice of cancellation or for the loss of essential funding upon 60 (sixty)

days written notice of cancellation; provided, further, that in the absence of such cancellation, this Lease shall be automatically renewed on an annual basis (each a "term") for up to two additional one-year terms unless either party notifies the other in writing of its intention to terminate or amend the Lease at the end of a given year term, said notice to be conveyed at least sixty days prior to the end of said term.

2. RENT. Lessee shall pay to Lessor the total sum of One and no/100 (\$1.00) Dollar per year, receipt of which for the first year is hereby acknowledged, as rent for the leased premises.

3. CERTAIN COVENANTS OF LESSEE AND LESSOR. Lessee covenants and agrees that it will, without demand:

- a. Keep the leased premises in good repair during the term of this Lease, reasonable wear and tear and damage by accidental fire or other casualty not occurring through negligence or intentional act of Lessee or those employed by or acting for Lessee alone excepted. The Lessee agrees to surrender the leased premises in the same condition in which it has herein agreed to keep the same during continuance of this Lease.
- b. Keep the leased premises in a clean and orderly condition at all times.
- c. Pay when due the costs of telephone service for the leased premises as well as the costs of any internet service desired by Lessee. Lessor shall be responsible for paying for the electric, gas, fuel oil, water, sewer and stormwater services and/or fees for the leased premises (collectively the "utility services") during the first year of this Lease. It is the intent of the parties that Lessee pay for the utility services for the leased premises when financially able to do so. At least 60 days prior to the end of the first year of

this Lease, the Lessor and Lessee shall meet for purposes of determining the financial ability of the Lessee to pay for the utilities services for the leased premises beginning the second year of this Lease and thereafter. Those utility services for which Lessee may become responsible to pay will be identified in an addendum to this Lease to be executed by the Lessor and Lessee prior to the end of the first year of this Lease. If all utility services are not being paid by Lessee during the second year of this Lease, the parties will follow the same process as noted above prior to the third Lease year.

- e. Comply with any applicable requirements of any duly constituted public authority, governmental body or agency, and with the terms of any statute of the Commonwealth of Pennsylvania or the federal government or local ordinance or regulation applicable to Lessee or its use of the leased premises, including but not limited to requirements for acquisition and maintenance of any licenses or certifications applicable to Lessee, its directors, officers, employees, servants, personnel, counselors, independent contractors, agents or volunteers. Lessee agrees to comply with the requirements of the Child Protective Services Law, 23 Pa.C.S. §6301, et seq., and applicable regulations pertaining to, among other requirements, mandatory reporting. Lessee further agrees that if it provides child-care services as defined in that law, it will strictly follow the background check requirements and information requirements and maintain information pursuant to 23 Pa.C.S. §6344, or any amended or successor provisions.
- f. Not carry on or permit to be carried on any unlawful or immoral activity in or about the leased premises, nor any activity which will endanger the leased

premises from fire and other casualty or cause a forfeiture of any fire or similar insurance that the Lessor or Lessee has or hereafter has upon the leased premises. If Lessee desires to prohibit firearms in the building, Lessee shall be responsible for taking reasonable measures to ensure firearms are not permitted in the building.

h. Carry commercial general liability insurance and property and fire insurance, with extended coverage, vandalism and malicious mischief coverage, on the building of which the leased premises is a part, for the mutual benefit of Lessor and Lessee. Lessee shall carry and maintain the following insurance coverages during the term of this Lease, at its licensee's(s') expense:

- (1) \$500,000 in property coverage covering damage to the building;
- (2) Comprehensive public general liability insurance, with limits of liability of \$1,000,000 per occurrence and \$3,000,000 in the aggregate for bodily injury, death and property damage, with \$4,000,000 umbrella liability limit coverage;
- (3) Sexual harassment and sexual abuse and molestation coverage, with limits of liability of \$1,000,000 per occurrence and \$3,000,000 in the aggregate, with umbrella/excess liability coverage of \$4,000,000; and
- (4) Workers Compensation insurance in Pennsylvania statutory limits and Employers Liability as required by law.

The comprehensive general public liability insurance shall include coverage for actionable harm to persons resulting from malpractice or other negligent conduct by Lessee, its directors, officers, employees, servants,

personnel, counselors, agents or volunteers, in the performance of counseling, educational, and other functions contemplated herein.

- i. Name Lessor as an additional insured on all insurance coverage required to be maintained under this Lease. All such policies shall provide for 30 days prior written notice to Lessor in the event of cancellation of any insurance to be provided under this Lease.

Lessee covenants and agrees to pay the premium charged for such insurance coverage, and Lessee shall furnish, at or prior to the effective date of this Lease, a copy of an ACORD Form 125 naming Lessor as an additional insured and specifying the types, amounts and term or length of coverage for the insurance required by this Lease. Lessee shall further provide evidence of insurance coverage during the term of this Lease at such times as requested by Lessor. All insurance required by this Lease shall be procured from an insurance company or companies authorized to do business in the Commonwealth and reasonably satisfactory to Lessor.

- j. Allow Lessor use of the main meeting room in the building for community related events and programs, as shall be determined by the Borough of Carlisle Parks and Recreation Department, which weeks shall be provided to Lessee in writing on or before May 1 of each year. Lessee shall allow Lessor to use and pay to Lessee an amount for the use of the main meeting room at such times as may be mutually agreed to by the Lessee and Lessor, which use shall not be unreasonably withheld, delayed or conditioned by Lessee.

Lessor covenants and agrees that it will, without demand:

- k. Keep and maintain in good and substantial repair, at its own cost and expense, during the term of this Lease, all structural elements of the leased premises, including but not limited to the roof, building shell and exterior walls, bearing walls and members; provided that Lessee shall be responsible for any damage caused to the foregoing due to the negligence or intentional acts of Lessee, its directors, officers, employees, servants, personnel, counselors, independent contractors, agents, volunteers, invitees, licensees, clients, visitors, students or customers.
- l. Keep and maintain in good and substantial repair and in good, safe, and sanitary condition, at its own cost and expense, the plumbing, heating, and electrical systems of the leased premises; provided, that the Lessee shall be responsible for any damage due to negligence or intentional acts of Lessee, its directors, officers, employees, servants, personnel, counselors, independent contractors, agents, volunteers, invitees, licensees, clients, visitors, students, or customers.

4. ADDITIONAL COVENANTS OF LEASE. Lessee covenants and agrees that it will do none of the following things without the prior consent, in writing, of Lessor being first obtained, which consent may be withheld for any reason:

- a. Do or allow to be done any act, matter or thing objectionable whereby the fire insurance or any other insurance now in force or hereafter to be placed on the leased premises, or any part thereof, shall be subject to rating as more hazardous risk than as at the date of the execution of this Lease, or



employ or utilize any person or persons objectionable to the fire insurance company or companies, or carry or have any explosive matter of any kind in and about the leased premises, and should any act or neglect of the Lessee or the nature of Lessee's activity cause an increase or increases in fire insurance premiums upon the leased premises due to an increase in the rate of fire insurance in excess of the rate on the leased premises at the time of the making of this Lease, Lessee agrees to pay the same.

- b. Assign this Lease or sublet the premises or any part of the premises covered by this Lease, without the prior written consent of Lessor. The terms of any assignment or sublease must be approved by Lessor.
- c. Make any renovations or structural changes, additions or improvements to the leased premises. All changes, additions or improvements to the leased premises shall be made at Lessee's expense, unless otherwise agreed to by the parties, and shall become the property of the Lessor upon termination of this Lease.

5. INSPECTIONS AND USE BY LESSOR. Lessee covenants and agrees that Lessor, its officials, appointees, employees, servants and agents, shall have the right at all times to go upon and inspect the leased premises and every part thereof.

6. PERSONAL PROPERTY OF LESSEE. Lessor shall not be responsible for damage from any cause, or loss or theft of or to any personal property of Lessee, its directors, officers, employees, servants, personnel, counselors, independent contractors, agents, volunteers, invitees, licensees, clients, visitors, students or customers, in the leased premises, and any insurance upon such property shall be the responsibility of Lessee.

7. INDEMNIFICATION AGREEMENT. Lessee will indemnify and hold harmless the Lessor, its elected officials, appointees, officers, employees and servants, from all claims, demands and damages for injuries or death to person or damage, theft of or loss to property arising from or in any manner connected with the occupancy or use of the leased premises by Lessee, and from any and all other claims, demands, liens, damages, fines or penalties of whatever name, nature or kind, in any way or manner chargeable to or payable for, or in respect to the Lessee's use, occupancy, or activities or, upon or from the leased premises, or from any act or omission of the Lessee, its directors, officers, employees, servants, personnel, counselors, independent contractors, agents, volunteers, invitees, licensees, clients, visitors, students or customers, or any person, firm or corporation in or about or adjacent to the leased premises, except insofar as the negligence of the Lessor is the proximate cause of such claims, demands, liens, damages, fines or penalties or arises from Lessor's use or occupancy of the property. Lessee will pay all costs, expenses and attorney's fees incurred by or imposed on the Lessor in prosecution or defense of any suit, action or proceeding predicated upon an alleged breach of any undertaking by the Lessee under the terms of this Lease or for which the Lessee has covenanted to indemnify the Lessor under the terms of this Lease, or as to which the Lessee would be bound by law to indemnify the Lessor, including all costs, expenses and attorney's fees incurred by Lessor in enforcing Lessee's obligations under this Paragraph.

Lessee shall bear, pay and discharge, when and as the same become due and payable, all judgments and lawful claims for damages for which it has agreed to indemnify Lessor, its elected officials, appointees, officers, employees and servants in accordance with this Paragraph. Lessee agrees that the provisions of this Paragraph shall survive termination or expiration of this Lease.

8. DAMAGE TO OR DESTRUCTION OF THE LEASED PREMISES. In the event that the leased premises are totally destroyed or so damaged by fire, water damage, governmental action or other casualty or act of God not occurring through fault or negligence of Lessee, its directors, officers, employees, servants, personnel, counselors, agents or volunteers, Lessee may cause the premises to be repaired or may terminate this Lease, at its option. All fire and property damage insurance proceeds shall be paid to the Lessor, to the extent they are not expended upon property repair. In no event shall there be any obligation upon Lessor to repair the premises following such casualty or occurrence, or to provide other accommodations for Lessee.

9. DEFAULT BY LESSEE. Each of the following events shall constitute a default or breach of this lease by Lessee:

- a. If Lessee shall fail to pay Lessor any rent when the rent shall become due and shall not make the payment within ten (10) days after notice thereof by Lessor to Lessee.
- b. If Lessee shall fail to perform or comply with any conditions of this lease and if the nonperformance shall continue for a period of thirty (30) days after notice thereof by Lessor to Lessee or, if the performance cannot be reasonably had within the thirty (30) day period, Lessee shall not in good faith have commenced performance within the thirty (30) day period and shall not diligently proceed to completion of performance.
- c. If Lessee shall vacate or abandon the leased premises.
- d. If this lease or the estate of Lessee hereunder shall be transferred to or shall pass to or devolve on any other person or party, except in the manner herein permitted.

In the event of any default hereunder as set forth in this Paragraph 9, the rights of Lessor shall be as follows. The Lessor:

- a. May without notice or demand enter the leased premises for the purpose of distraining or levying on any goods or property thereon.
- b. May lease the leased premises or any part or parts thereof to such persons as may, in Lessor's discretion, seem best.

- c. May exercise any and all additional remedies available at law or in equity for default.
- d. When this Lease shall be determined by a condition broken, whether during the original term of this Lease or any renewal or extension thereof, or when and as soon as the Lease is otherwise terminated or canceled in accordance herewith, it shall be lawful for any attorney, as attorney for Lessee, to appear for and to confess judgment in any competent court in an amicable action in ejectment against Lessee, and all persons claiming under Lessee, for the recovery by Lessor of possession of the herein leased premises, for which the Lease shall be sufficient warrant, whereupon, if Lessor so desires, a Writ of Possession may issue forthwith, without any prior proceedings or notice whatsoever, and provided that if, for any reason, after such action shall have been commenced, the same shall be determined and the possession of the premises hereby leased remain in or be restored to Lessee, Lessor shall have the right upon any subsequent default or defaults, or upon the termination of this Lease as hereinbefore set forth, to bring one or more amicable action or actions, as set forth above, to recover possession of the said premises.

10. REMEDIES AND RIGHTS OF LESSOR CUMULATIVE AND CONCURRENT.

All the remedies and rights available to Lessor shall be cumulative and concurrent. No determination of this Lease or the taking or recovery of the leased premises shall deprive Lessor or any of its remedies or actions against the Lessee for rent due at the time, or which, under the terms hereof, would in the future become due, as if there had been no determination, nor shall the bringing of any action for rent or breach of covenants, or the resort to any other remedy herein provided for the recovery of rent, be construed as a waiver of the right to obtain possession of the premises. Lessee shall be responsible for payment of Lessor's reasonable attorneys' fees, costs and expenses associated with Lessor's enforcement of any terms of this Lease and/or Lessee's breach of such terms.

11. ENTIRE AGREEMENT. It is expressly understood and agreed by and between the parties hereto that this Lease sets forth all the promises, agreements, conditions and understandings between Lessor and Lessee relative to the leased premises, and that there are no promises, agreements, conditions or understandings, either oral or written, between them,

other than as are herein set forth. It is further provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Lessor or Lessee unless reduced to writing and signed by them.

12. BINDING UPON SUCCESSORS AND ASSIGNS. All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to bind the respective successors and assigns of said parties. No rights, however, shall inure to the benefit of any assignee of Lessee unless the assignment to such assignee has been approved by Lessor, in writing, as provided for in this Lease.

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written, intending to be legally bound thereby.

ATTEST:

  
\_\_\_\_\_  
Patricia Blair, Secretary

LESSOR:  
BOROUGH OF CARLISLE

  
\_\_\_\_\_  
Sean M. Shultz, Mayor

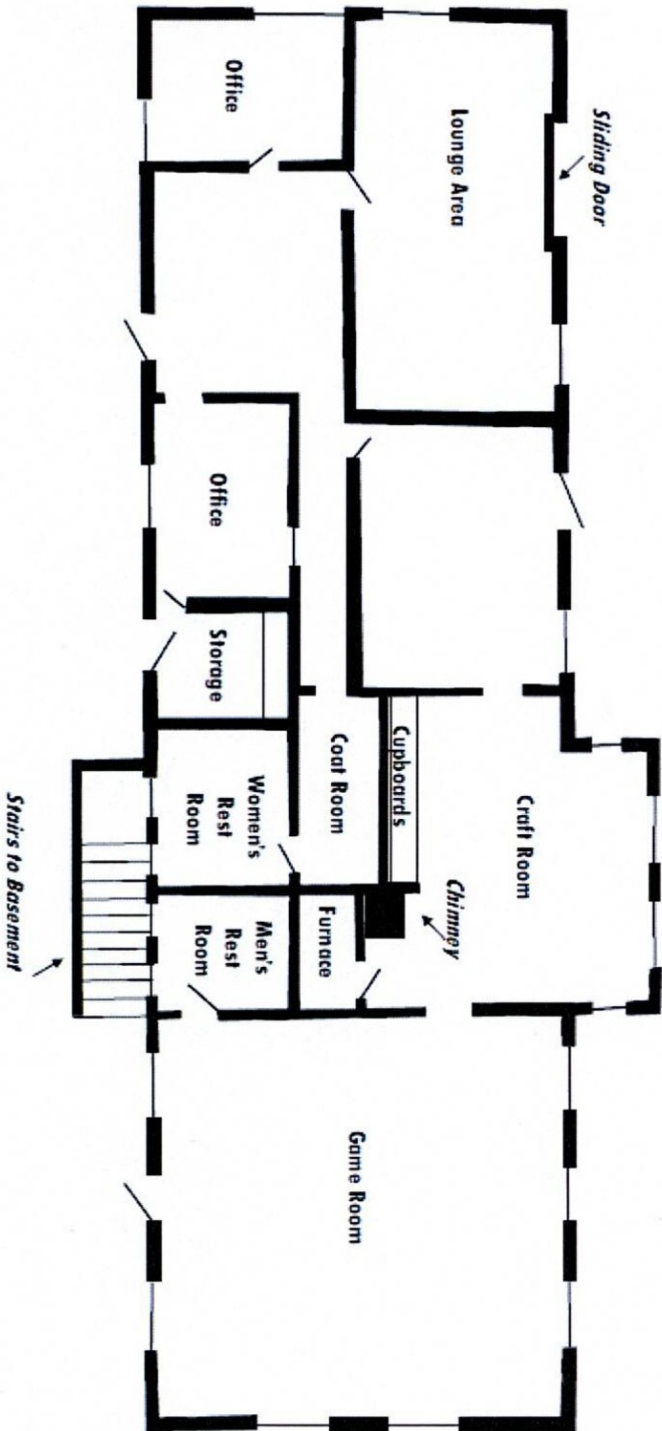
LESSEE:  
HOPE STATION OPPORTUNITY AREA  
NEIGHBORHOOD COUNCIL

\_\_\_\_\_  
Secretary

  
\_\_\_\_\_  
Heather Maneval, Interim Executive  
Director

Hope Station  
Map for Scale

Exhibit A



## AFFIDAVIT OF PUBLICATION

**The Sentinel**  
**325 B. Street, Carlisle, PA 17013**  
**(717) 243-2611**

State of Pennsylvania, County of Lancaster, ss:

I, Jesse Sassaman, of lawful age, being duly sworn upon oath depose and say that I am an agent of Column Software, PBC, duly appointed and authorized agent of the Publisher of The Sentinel, of Cumberland County and the State of Pennsylvania, and also says that The Sentinel, a newspaper of general circulation in the Borough of Carlisle, County and State aforesaid, was established December 13th, 1881. Since which date The Sentinel has been regularly issued in said County, and that the printed notice or publication attached hereto is exactly the same as was printed and published in the regular editions and issues of The Sentinel on the following dates: May 30, 2024

**Notice ID:** oSux31UnZtV9gq2ga3cG

**Notice Name:** Notice for the Hope Station lease ordinance

**Publication Fee:** \$240.86

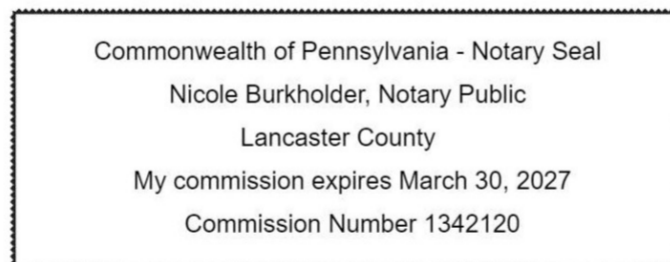
Affiant further deposes that he/she is not interested in the subjected matter of the aforesaid notice or advertisement, and that all allegations in the foregoing statement as to time, place and character of publication are true.

*Jesse Sassaman*

Agent

### VERIFICATION

State of Pennsylvania  
County of Lancaster



Signed or attested before me on this: 06/06/2024

*Nicole Burkholder*

Notary Public

Notarized remotely online using communication technology via Proof.

**Notice for the Hope Station Lease Ordinance**

NOTICE IS HEREBY GIVEN that the Borough Council of the Borough of Carlisle, Cumberland County, Pennsylvania, will consider enacting the ordinance set forth below at the public meeting of Council at 8:00 p.m. on June 13, 2024, in Town Hall, Borough Municipal Building, 53 West South Street, Carlisle, Pennsylvania. An Ordinance Of The Borough Council Of The Borough Of Carlisle, Cumberland County, Pennsylvania Approving A Lease Between The Borough Of Carlisle And Hope Station Opportunity Area Neighborhood Council. Whereas, Article VI, Section 602 A.6 of the Carlisle Home Rule Charter requires that the lease of property of the Borough of Carlisle be approved by Ordinance; and Whereas, Hope Station Opportunity Area Neighborhood Council (the " Hope Station Council ") desires to lease from the Borough of Carlisle (the "Borough") Hope Station, which is located on the property of the Borough designated as Memorial Park ; and Whereas, Borough Council desires to lease Hope Station to Hope Station Council and Hope Station Council desires to lease Hope Station from the Borough, with the terms for such lease being documented and to be entered into between the parties in the form of the lease attached to this Ordinance as "Exhibit A". Now, Therefore, It Is Hereby Ordained by the Borough Council of the Borough of Carlisle as follows: Section 1. The lease between the Borough of Carlisle and Hope Station Council attached to this Ordinance as "Exhibit A" is hereby approved with an effective date of its term being April 10, 2024. Section 2. The appropriate officer of the Borough is hereby authorized and directed to execute the lease on behalf of the Borough of Carlisle. Section 3. This Ordinance shall become effective immediately upon enactment. Enacted And Ordained this 13th day of June 2024. The Council meeting on June 13, 2024, will be conducted in person. In the absence of any technical difficulties, the meeting may be attended virtually using Zoom. If you would like to attend the meeting via Zoom, please email the Borough Secretary, Patricia Blair (pblair@carlislepa.org) for the Zoom sign-in registration information required to attend. All emails must be received by June 13, 2024, by 4:00 p.m. Any person registering to attend the meeting via Zoom does so with the understanding that due to unanticipated technical difficulties, Zoom participation may not be available and the meeting will still be held in person. Persons requiring special accommodations should contact the Borough Secretary at 717-240-6920, 48 hours prior to the public meeting. Telecommunications devices for the deaf (TTY) users may contact this number by using the Pennsylvania Relay System at 800-654-5864. The full text of the proposed Ordinance and the lease exhibit may be examined at no charge at the Office of the Carlisle Borough Manager, 53 West South Street, Carlisle, Pennsylvania, during regular business hours and copies of same may be obtained for a charge not greater than the cost thereof.

Patricia Blair, Secretary  
Borough Of Carlisle  
Keith O. Brenneman, Esquire, Borough Solicitor.  
Law Office Of Keith O. Brenneman, P.C

5/30 COL-PA-0009



