

TOWNSHIP OF LOWER MACUNGIE
Lehigh County, Pennsylvania

Resolution No. 2022-80
(Duly Adopted November 17, 2022)

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF LOWER MACUNGIE
TOWNSHIP, LEHIGH COUNTY EXTENDING THE LEASE AGREEMENT WITH
STATE REPRESENTATIVE RYAN MACKENZIE THROUGH NOVEMBER 30, 2024**

WHEREAS, State Representative Ryan Mackenzie leases 1500 square feet of office space in the Township Building located at 3400 Brookside Road; and

WHEREAS, the current Lease Agreement, a copy of which is attached as Exhibit A, ends November 30, 2022; and

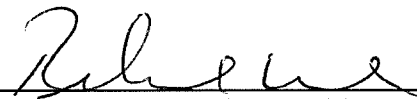
WHEREAS, State Representative Ryan Mackenzie wishes to renew the Lease Agreement for an additional two (2) years, on the exact same terms, ending on November 30, 2024; and

WHEREAS, a copy of the Addendum to Lease Agreement extending the term of the Lease Agreement is attached hereto as Exhibit B.

NOW THEREFORE, BE IT RESOLVED, that the Township Manager is authorized to enter into that certain Addendum to Lease Agreement, dated November 30, 2022, and attached hereto as Exhibit B, with State Representative Ryan Mackenzie; and

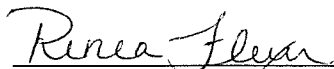
RESOLVED, at a duly convened meeting of the Board of Commissioners of Lower Macungie Township conducted on this 17th day of November, 2022.

**LOWER MACUNGIE TOWNSHIP
BOARD OF COMMISSIONERS**

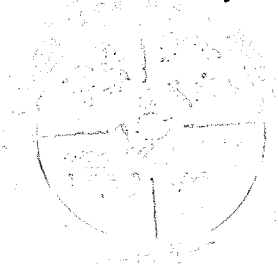


Richard V. Ward, Vice President

ATTEST:



Renea Flexer, Secretary



LEASE AGREEMENT

THIS LEASE is made on the 1st day of December, 2020.

Intending to be legally bound hereby, Landlord agrees to lease to Tenant, and Tenant agrees to hire and take from Landlord, the Leased Premises described below pursuant to the terms and conditions specified herein:

LANDLORD:

Lower Macungie Township
3400 Brookside Road
Macungie, PA 18062

TENANT:

State Representative Ryan Mackenzie
3192 Boyalston Circle
Emmaus, PA 18049-1235

1. **Leased Premises.** The Leased Premises are described as approximately 1500 square feet of office space located at 3402 Brookside Road, Macungie, PA 18062.
2. **Term.** The Term of the Lease shall be for a period commencing on December 1, 2020 ("Commencement Date") and ending on November 30, 2022, unless extended by mutual written agreement.
3. **Rent.** Beginning on the Commencement Date and throughout the Term of this Lease, Tenant agrees to pay to Landlord \$1,250.00 per month, payable on or before the first day of each and every month during the Term of this Lease, at the address set forth above.
4. **Use of the Leased Premises.** The Leased Premises shall be used for the operation of a legislative district office.
5. **Common Areas and Parking.**
 - (i) Landlord shall be responsible to maintain common and parking areas in good repair, free from hazard (including, but not limited to, debris and snow removal).
 - (ii) Tenant shall be provided adequate parking spaces in the parking area associated with the building in which the leased premises is located.
6. **Delivery of Possession.** Landlord shall deliver the Leased Premises to Tenant on the date of full execution of this Lease or upon the Commencement Date of the Lease, whichever is later.

7. **Utilities.** The parties agree that responsibility for usage charges associated with utilities shall be assigned as follows (an "X" indicates the party responsible):

Utility	Landlord	Tenant	N/A
Water	X		
Sewer	X		
Gas			X
Electric	X		
Heat	X		
Trash	X		
Telephone		X	
Cable		X	

Notwithstanding the foregoing, the parties further agree that any utilities which are not separately metered shall be provided by, and shall be the responsibility of, Landlord.

8. **Landlord's Rules and Regulations.** Tenant shall comply with all reasonable rules and regulations imposed by Landlord which are necessary for the safety, care and cleanliness of the premises and for the preservation of good order. Tenant shall not permit excessive noise to emanate from the Leased Premises or allow any activity which would be considered a nuisance to other tenants in the building or property owners and users in surrounding areas.

9. **Alterations and Improvements. Repairs.**

(i) Unless otherwise agreed to by the parties, Tenant shall not make any alterations or improvements to the Leased Premises except to install computer and communication lines as needed to receive services from a provider of Tenant's choosing.

(ii) Tenant's responsibility for repairs, including repairs to utilities, shall be limited to the cost of repairing damages caused Tenant or Tenant's guests, invitees or agents. Landlord shall be responsible for all other repairs and maintenance.

10. **Assignment/Subletting Restrictions.** Tenant may not assign this Lease or sublet the Leased Premises for any reason.

11. **Condemnation.** If all or any part of the Leased Premises is taken by eminent domain, this Lease shall expire on the date of such taking, and the rent shall be apportioned as of that date. Any award or claim for damages arising from any taking shall belong solely to Landlord and Tenant waives any claims he may have as a result of any such taking.

12. Damage to the Premises. If the building in which the Leased Premises is located is damaged by fire or other cause, including flood, mold, infestation, sewage or any other occurrence which makes the Leased Premises wholly or partially untenantable, then the following shall apply:

(i) If the damage is so extensive as to effectively constitute a total destruction of the property or building, this Lease shall terminate and the rent shall be apportioned to the time the damage occurred.

(ii) In all other cases of damage, Tenant may, within thirty (30) days of the damage: (a) terminate this Lease and the rent shall be apportioned to the time the damage occurred; or (b) authorize Landlord to repair the damage with reasonable dispatch, and if the damage has rendered the Leased Premises wholly or partially untenantable, the rent shall be apportioned until the damage is repaired.

(iii) If Landlord determines that due to the extent of the damage repair of the Premises or the building in which the Premises is located is infeasible, Landlord may Terminate the Lease upon ten (10) days written notice to Tenant.

13. Rights upon Default.

(i) Except as provided in (ii), a breach of this Lease by either party, which shall not have been cured within 10 business days of written notice to breaching party, the party claiming breach shall, in addition to other rights or remedies, have the immediate right to terminate this Lease.

(ii) Landlord shall have a right to terminate this Lease, and no notice shall be necessary, for failure to pay rent within 10 business days of the due date.

(iii) Upon termination as set forth in this paragraph, Tenant shall vacate the Premises within ten (10) business days. Failure of Tenant to vacate shall be an additional breach and subject Tenant to all damages arising from such failure.

14. Quiet Enjoyment. Landlord agrees that if Tenant shall pay the rent as aforesaid and perform the covenants and agreements herein contained on its part to be performed, Tenant shall peaceably hold and enjoy the Leased Premises without hindrance or interruption by Landlord, or by any other person or persons acting under or through Landlord.

15. Landlord's Right to Enter. Landlord may, at reasonable times and with prior notice, or in case of an emergency, at any time, enter the Leased Premises to inspect it, make repairs or alterations, and to show it to potential buyers, lenders or tenants.

16. Early Termination.

(i) Tenant will, in the event of Tenant's death or if Tenant vacates office during a House term for any other reason or does not qualify for a new term of office as a state

representative, terminate this Lease or any renewal thereof within 30 days after Tenant dies, vacates office or fails to qualify for a new term without the imposition of any penalty, cost or additional charge and without regard to any prior notice requirement.

(ii) Notwithstanding the provisions of (i), the parties agree that in the event of Tenant's death or if Tenant vacates office for any other reason, the House Republican Caucus may, upon written notice to Landlord, assume the responsibilities, interests, rights, and obligations under the Lease. Unless otherwise agreed to by the House Republican Caucus:

(A) The Lease shall continue on a month-to-month basis.

(B) All other provisions of the lease shall continue to be binding upon Landlord and the House Republican Caucus.

(iii) All monies due to the Landlord upon termination of this lease shall be paid to the Landlord without undue delay.

17. Reapportionment. In the event that any state legislative reapportionment plan either reapportions Tenant's legislative district such that the leased premises is no longer located within Tenant's reapportioned legislative district or eliminates Tenant's legislative district, Tenant may, with 30 days' notice to Landlord, terminate this Lease or any renewal thereof without imposition of any penalty, cost or additional charge.

18. Surrender upon Termination. At the end of the Term of this Lease, or upon earlier termination in accordance herewith, Tenant shall surrender the Leased Premises in the condition it was in at the beginning of the Term, reasonable wear and tear excepted.

19. Holding Over. Notwithstanding the provisions of paragraph (18), if Tenant continues in possession of the Leased Premises beyond the Term of this Lease, such tenancy shall be on a month-to-month basis with all other provisions of this Lease to be binding on the parties.

20. Financial responsibility.

(i) Landlord and Tenant agree that the financial responsibility and liability of Tenant for any fees, defaults, charges, rents, items listed as additional rent, taxes, utilities, repairs, indemnification, damages, and other liability related matters or any other payments required or obligations imposed under this Lease shall be limited to payments from appropriations accounts of the House of Representatives that Tenant is entitled to use for district office expenses during the Lease term and to sums that are payable under the Commonwealth's self-insurance plan for legal liability. Tenant shall, upon request, provide Landlord with a statement of coverage under the Department of General Services self-insurance program of the Commonwealth of Pennsylvania.

(ii) Landlord shall procure and maintain at its expense, the following types of insurance, issued by companies authorized to conduct such business under the laws of the Commonwealth of Pennsylvania:

(a) Workers' Compensation Insurance for all of Landlord's employees engaged in work at the leased premises in accordance with the Workers' Compensation Act and any supplements or amendments thereof.

(b) Public liability and property damage insurance to protect Tenant, Landlord and any and all contractors from claims for damages for personal injury (including bodily injury), sickness or disease, accidental death and damage to property, including loss of use resulting from property damage, which may arise from services performed by Landlord, its agents or employees under this Lease or from an alleged defective, dangerous or untenantable condition of the leased premises.

(iii) To the extent Landlord hires any contractor, Landlord shall ensure that any contractor engaged in work at the leased premises procures and maintains, at contractor's expense, Workers' Compensation Insurance for all of the contractor's employees in accordance with the Workers' Compensation Act and any supplements or amendments thereof. To the extent Tenant hires any contractor, Tenant shall ensure that any contractor engaged in work at the leased premises procures and maintains, at contractor's expense, Workers' Compensation Insurance for all of the contractor's employees in accordance with the Workers' Compensation Act and any supplements or amendments thereof.

(iv) Prior to occupancy of the leased premises, Landlord shall provide Tenant with current certificates of insurance. These certificates shall contain a provision that the coverage afforded under the policies will not be canceled or changed until at least thirty (30) days' written notice has been given to Tenant.

21. Alterations. Landlord shall be responsible for making any alterations to the building in which the premises are located which are necessary to comply with any federal, state or local law, regulation or ordinance relating to access for persons with disabilities, relating to fire and building safety, and for any penalties, fines, costs, expenses or damages arising from Landlord's failure to make such alterations.

22. Agency responsibility. Tenant shall not be deemed to be in default of any deadline for any payment due under this Lease if the responsibility for the delay in payment rests with a government entity rather than Tenant, which shall include (but not be limited to) a delay caused by the lack of an appropriation of funds.

23. Property of Third Party. Landlord shall have no claim to any equipment, trade fixtures or other property on the leased premises that are the property of third parties in the event of any breach or default under the Lease or for any other reason.

24. Signs. Tenant shall have the right to erect a Legislative District sign which will conform to all regulations required by the local municipality.

25. Sovereign Immunity. It is expressly acknowledged by all parties that Tenant, as a Member of the Pennsylvania House of Representatives, is entitled to sovereign immunity. Nothing in this Lease or any modification thereto shall be construed to waive or limit the sovereign immunity of the Commonwealth, the Pennsylvania House of Representatives or its Members and employees, either individually or as a Caucus.

26. Effective upon Acceptance. The parties expressly acknowledge that this lease shall become effective, and all the terms and conditions contained herein shall be binding on the parties, upon acceptance of the lease by the approving authority for the House Republican Caucus.

27. Miscellaneous.

(A) Notices. Any notice, statement, demand or other communication by one party to the other shall be given by personal delivery or by mailing the same addressed to:

- Tenant at the address set forth above; or
- Landlord at the address set forth above.

(B) Severability. If any clause or provision of this Lease is adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision, which shall remain in full force and effect.

(C) Waiver. The failure of either party to enforce any of the provisions of this Lease shall not be considered a waiver of that provision or the right of the party to thereafter enforce the provision.

(D) Complete Agreement. This Lease constitutes the entire agreement between the parties hereto with respect to the subject matter herein and may not be modified except by an instrument in writing signed by both Landlord and Tenant.

(E) Successors. This Lease shall be binding upon and inure to the benefit of the parties hereto and their lawful successors and assigns.

(F) Governing Law. This Lease shall be governed by and construed under the laws of the Commonwealth of Pennsylvania.

(G) Forum. The courts within the Commonwealth of Pennsylvania shall have exclusive jurisdiction to adjudicate any dispute arising out of or in connection to this Lease and the parties hereby consent to the jurisdiction of those courts.

IN WITNESS WHEREOF, the parties have executed this Lease, intending to be legally bound, on the day and year first above written.

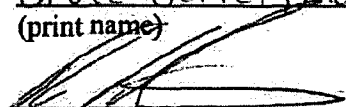
SIGNED AND DELIVERED:

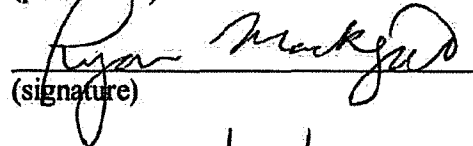
LANDLORD:

TENANT:

Bruce Beitel, Manager
(print name)

Ryan Mackenzie
(print name)


(signature)


(signature)

Date: 12/9/2020

Date: 12/9/2020

**ACCEPTANCE BY APPROVING AUTHORITY
FOR THE HOUSE REPUBLICAN CAUCUS:**

Jordan Fouker
(Signature Block)

Date: 12/10/2020

ADDENDUM TO LEASE AGREEMENT

This Lease Addendum is made between Lower Macungie Township (“Landlord”), and State Representative Ryan Mackenzie (“Tenant”), on the _____ day of November, 2022.

WHEREAS, the parties previously entered into a Lease Agreement on December 10, 2020 for an office suite situated at 3402 Brookside Road, Macungie, PA 18062 (“Leased Premises”); and

WHEREAS, the Lease period began on December 1, 2020 and ended on November 30, 2022, with the Lease continuing on a month-to-month basis for each month Tenant remained in possession of the Leased Premises thereafter; and

WHEREAS, the parties desire to amend the terms of the said Lease Agreement to modify the term for the Leased Premises;

NOW THEREFORE, in consideration of the mutual covenants herein, the parties agree as follows:

1. **Term.** The Term of the Lease shall continue for a period ending on November 30, 2024, unless extended by mutual written agreement.
2. **Remaining Terms Remain Unchanged.** In all other respects not herein specified, the terms of the above-mentioned Lease Agreement shall continue to be binding upon the parties.
3. **Entire Agreement.** The foregoing constitutes the entire agreement between the parties. This Agreement cannot be modified or amended in anyway except in writing signed by the Landlord and Tenant.

IN WITNESS WHEREOF, the parties have executed this addendum, intending to be legally bound on the day and year first above written.

LANDLORD:

TENANT:

(SIGNATURE BLOCK FOR LANDLORD)

State Representative Ryan Mackenzie

Date: _____

Date: _____