

A Special Meeting of the Dallas Township Board of Supervisors was held on Monday, May 21st, 2018 at 9:00A.M. in the Municipal Building located at 2919 SR 309 Highway, Dallas, Luzerne County, Pennsylvania. The following elected and appointed officials attended: Supervisor Frank E. Wagner, Supervisor Robert J. Wagner, and Secretary-Treasurer, Nancy Y. Balutis.

Supervisor F. Wagner stated the purpose of the Meeting was to sign a lease agreement between State Representative Karen Boback (tenant) and the Municipality of Dallas Township (Landlord) for space for the operation of a legislative district office to be located at 105 Lieutenant Michael Cleary Drive, Dallas, Luzerne County, PA for a period commencing on May 24th, 2018 and ending on November 30th, 2018, unless extended by mutual written agreement.

Supervisor F. Wagner made a Motion to approve the signing of the Lease Agreement for the period commencing on May 24th, 2018 and ending on November 30th, 2018 between Representative K. Boback and the Municipality of Dallas Township for the rental of space at 105 Lieutenant Michael Cleary Drive, Dallas, Luzerne County, PA, for the operation of a legislative district office. Motion was seconded by Supervisor R. Wagner and carried. Attached please find Exhibit A, a copy of the Lease Agreement, which will be delivered to Representative Boback for her signature.

There being no further agenda, Supervisor F. Wagner made a Motion to adjourn the Meeting. Motion was seconded by Supervisor R. Wagner and carried. The Meeting ended at 9:10A.M.

Respectfully submitted,

Nancy Y. Balutis
Secretary-Treasurer

EXHIBIT 1:

LEASE AGREEMENT

TIDS LEASE is made on the _____ day of _____ 2018.

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:

Municipality of Dallas Township
105 Lieutenant Michael Cleary Drive
P.O.Box 518
Dallas, PA 18612

TENANT:

State Representative Karen Boback
117th Legislative District
Pennsylvania House of Representatives
PO Box 202117
Harrisburg, PA 17120-2117

1. Leased Premises. The Leased Premises are described as follows:

Office space located at 105 Lieutenant Michael Cleary Drive, Dallas, PA 18612, consisting of office space accessed from the reception area through the door on the right and further described as four offices, a conference room and a storage area, with shared use of the breakroom and bathrooms.

2. **Term.** The Term of the Lease shall be for a period commencing on May 24, 2018 ("Commencement Date") and ending on November 30, 2018, 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 \$1,000.00 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_	

Maintenance and repair of utilities 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.** Tenant shall not make any alterations or improvements to the Leased Premises except in order to install computer and communication lines as needed. Tenant's responsibility for repairs shall be limited to the cost of repairing damages caused by the willful act or omission of Tenant or Tenant's agent. 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.

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 untenable, 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: (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 untenable, the rent shall be apportioned until the damage is repaired.

13. **Landlord's Rights upon Default.** In the event of any breach of this Lease by Tenant, which shall not have been cured within twenty (20) days of written notice from Landlord, except in the case of failure to pay rent within ten (10) days of the due date, in which case no notice shall be necessary by Landlord, Landlord, besides other rights or remedies it may have, shall have the immediate right to terminate this Lease.

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.** Tenant will, in the event of Tenant's death or if Tenant vacates his 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 his 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.

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 untenable condition of the leased premises.

(iii) 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.

(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 premises 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 offunds.

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. 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.

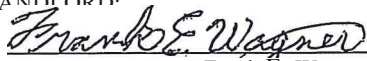
(F) Governing Law. This Lease shall be governed by and construed under the laws of the Commonwealth of Pennsylvania.

(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:



Frank E. Wagner, Chairman of
the Board Municipality of Dallas Township

Date: 5-21-2018

TENANT:

State
Representative
Karen Boback
(117th Legislative
District)

Date: _____