

RESOLUTION NO. 2024-88


**AUTHORIZING LEASE AGREEMENT BETWEEN
THE TOWNSHIP OF FLORENCE AND
THE FLORENCE HISTORICAL SOCIETY
FOR USE OF THE WEST THIRD STREET FIREHOUSE**

WHEREAS, the Florence Township Council wishes to enter into the attached Lease Agreement with the Florence Historical Society for use of the Florence Township's West Third Street Firehouse (see Schedule "A" attached); and

WHEREAS, the Lease Agreement has been reviewed and approved by both parties.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Township of Florence, County of Burlington, State of New Jersey, that the Mayor and Township Clerk are hereby authorized to execute the attached Lease Agreement with the Florence Historical Society for use of the West Third Street Firehouse.

I, NANCY L. ERLSTON, CLERK of the Township of Florence, County of Burlington, State of New Jersey, do hereby certify that the foregoing Resolution is a true copy of the Resolution approved by Township Council at their April 3, 2024 meeting.


Nancy L. Erlston, RMC
Township Clerk

Note: This Resolution approves an Agreement for use of the West Third Street Firehouse.

**LEASE AGREEMENT
BETWEEN THE TOWNSHIP OF FLORENCE
AND
THE FLORENCE HISTORICAL SOCIETY
FOR USE OF THE WEST THIRD STREET FIREHOUSE**

This Lease Agreement allows Florence Township and the Florence Historical Society to work together so that the Historical Society can utilize office and storage space in the West Third Street Firehouse that was constructed in the community in 1916. Specifically, the leased is the first floor of the building. The Florence Historical Society can also use the lease portion of the building for community related uses and events with prior approval from Florence Township.

Designated Area of Office Use and Storage

The first floor of the West Third Street Firehouse is being leased to the Florence Historical Society for office use and storage space. The Township will provide the Historical Society with a key and the building is only to be used for purposes related to the Society's mission. When not in use, the building must be kept locked and secured.

It is anticipated that the building shall be used by the Historical Society during daylight hours, seven (7) days per week. The building may not be used after 10:00 p.m. during the evening without authorization from Florence Township. Only volunteers of the Florence Historical Society or the Society's designees may use the building under this Agreement.

Sponsorship and Scheduling of Community Events

Under the Lease Agreement, the Florence Historical Society can use the building for social and other similar events related to the history of the community and mission of the Historical Society. The members of the Florence Historical Society are responsible for scheduling, coordinating and supervising all of these events. All events shall be approved by the Township Administrator or his/her designee.

In exchange for use of the facility for office and storage space, the Florence Historical Society agrees to sponsor two (2) events a year in the West Third Street Firehouse that the community can attend. The Historical Society may charge a reasonable fee for the public to attend their sponsored events. The events, as with all events, have to be accomplished in a safe manner for the public.

Inclement Weather Policy

In the event of severe inclement weather (i.e. snow), the Township of Florence shall be responsible for determining whether to close the building for the safety of all concerned parties. The township will also be responsible for selecting a reopening date.

Outside Building Maintenance

All outside building and site maintenance is the responsibility of Florence Township. The township shall reasonably remove snow from the premises and put down salt or calcium chloride as necessary. It is acknowledged that the first priority of the Public Works Department is to clear streets, the Municipal Building and primary municipal walkways during snow and ice storms. There are many secondary locations to address and the West Third Street Firehouse is considered at the secondary level in these types of weather events, and will be addressed by the township as soon as possible and in a priority manner. In the event of snow and/or ice, the township will leave a bucket of salt or similar ice melting substance on premises for Historical Society personnel to use if the weather warrants such use. This is done as a precautionary measure, and is not meant to substitute for the township's responsibility to reasonably remove snow and put down an ice melting or traction substance when necessary.

Utility Costs and Energy Conservation

Florence Township is responsible for monthly utility costs during the term of this Agreement. The Florence Historical Society is responsible for any costs associated with improvements they desire specifically for their operation (i.e. cable, phone, internet use). The township will donate and install any furniture (ex. desk, chairs, filing cabinets, etc.) it has that is not being used and is considered available to the Historical Society for use in the building. The township is not responsible for outfitting the office or for providing new furniture. If any furniture is purchased by the Florence Historical Society, then ownership of the furniture shall remain with the Society and can be returned to the organization in the unforeseen event that the Agreement is terminated or not renewed in the future.

As stated above, the cost of utilities (heat, air conditioning and electricity) will be borne by the Township of Florence. Florence Township is also responsible for the maintenance of said utilities. However, the Historical Society realizes that energy conservation is necessary. The utilities will be adjusted to low use levels at the end of the day and then readjusted for comfortable day-time use. Energy conservation helps to allow this partnership to occur, and enables Florence Township to open the building for community use per the township's policy. Upon notice from Florence Township with concerns regarding the utility costs, the Historical Society will work with the township to reduce the expense.

Interior Maintenance Responsibility

The Florence Historical Society is responsible for maintaining the cleanliness of its office and storage space. Florence Township is responsible for reasonably maintaining the restrooms and other parts of the building unless otherwise addressed in this Agreement or future amendments. The township is responsible for stocking the restrooms with adequate supplies.

It is expected that the Florence Historical Society will report any concerns associated with the use of the facility to the Township Administrator or his/her designee.

Term Provisions of Lease Agreement

Florence Township shall lease the West Third Street Firehouse to the Florence Historical Society in accordance with the terms herein for one dollar (\$1.00).

Either party may terminate the Agreement with sixty (60) days written Notice. A severe breach of the terms of this Agreement shall be deemed as adequate cause for the Township to immediately terminate the lease without sixty (60) days Notice. A severe breach is defined as a violation that Florence Township deems to immediately place any member of the public or the building at risk.

This Agreement was formally approved by the Township Council on April 3, 2024 and a copy of Resolution No. 2024-88 is attached hereto.

This Agreement shall be effective on January 1, 2024 and will run for a period of three years ending on December 31, 2026. The Agreement can be renewed by mutual consent of both parties at the end of its term as may be determined to be acceptable to Florence Township and the Florence Historical Society.

Attest:

Nancy L. Erlston, RMC
Township Clerk

Kristan I. Marter, Mayor
Florence Township

Attest:

Florence Historical Society

Judith King, President/Secretary
Florence Historical Society