



pennsylvania

OFFICE OF OPEN RECORDS



Springettsbury Township

1501 Mt. Zion Road

York, PA 17402

(717) 757-3521 (Phone)

(717) 505-0455 (Fax)

www.springettsbury.com

STANDARD RIGHT-TO-KNOW REQUEST FORM

DATE REQUESTED: August 7, 2014

REQUEST SUBMITTED BY: E-MAIL U.S. MAIL FAX IN-PERSON

NAME OF REQUESTOR: David G. Trott

STREET ADDRESS: 3360 Druck Valley Rd.

CITY/STATE/COUNTY (Required): York, PA / York County

TELEPHONE (Optional): [REDACTED]

RECORDS REQUESTED:

**Provide as much specific detail as possible so the agency can identify the information.*

1. Please provide a copy of any and all lease and/or rental agreements by and between York Area United Fire and Rescue and Springettsbury Township for use and/or occupancy of the property located at 3321 Whiteford Rd., York, PA 17402. AKA YAUFR Headquarters.
2. Total amount of rent monies paid by YAUFR to Springettsbury Twp. for use/occupancy of 3321 Whiteford Rd. from initial occupancy to present.

DO YOU WANT COPIES? YES or NO Yes, Lease Agreement Only

DO YOU WANT TO INSPECT THE RECORDS? YES or NO No

DO YOU WANT CERTIFIED COPIES OF RECORDS? YES or NO No

RIGHT TO KNOW OFFICER: **ABEGALE GIBB**
abby.gibb@springettsbury.com

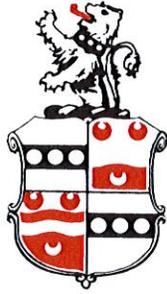
DATE RECEIVED BY THE AGENCY: 8/6/14

AGENCY FIVE (5)-DAY RESPONSE DUE: 8/14/14

30 Day: 9/13/14

***Public bodies may fill anonymous verbal or written requests. If the requestor wishes to pursue the relief and remedies provided for in this Act, the request must be in writing. (Section 702.) Written requests need not include an explanation why information is sought or the intended use of the information unless otherwise required by law. (Section 703.)*

Questions: please contact the Office of Open Records at (717) 346-9903 or openrecords@state.pa.us



COAT OF ARMS OF SPRINGETT PENN
1701-1731

SPRINGETTSBURY TOWNSHIP

1501 Mt. Zion Road
York, Pennsylvania 17402
717-757-3521 Fax: 717-757-7856
www.springettsbury.com
email: info@springettsbury.com

Police: 717-757-3525 Fax: 717-840-1908
Police and Fire Emergencies - Dial 911
Recreation Office: 717-505-0406

Wastewater Treatment Facility
3501 North Sherman Street
717-757-3521 Fax: 717-840-0680

BOARD OF SUPERVISORS

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TOWNSHIP MANAGER

John J. Holman
Secretary

August 13, 2014

Mr. David G. Trott
3360 Druck Valley Road
York, PA 17406

Re: **RIGHT-TO-KNOW REQUEST – 3321 Whiteford Road, YAUFRR Headquarters**

Dear Mr. Trott,

Springettsbury Township received your request for “1. Please provide a copy of any and all lease and/or rental agreements by and between York Area United Fire and Rescue and Springettsbury Township for use and/or occupancy of the property located at 3321 Whiteford Rd., York, PA 17402. AKA YAUFRR Headquarters. 2. Total amount of rent monies paid by YAUFRR to Springettsbury Twp. for use/occupancy of 3321 Whiteford Rd. from initial occupancy to present.”

Your request is approved for both parts 1 and 2.

1. Lease Agreement: The cost of the copy of the requested lease documents is 3 pages @ \$.25 per page, or \$.75 if picked up from the municipal office. Should you wish to have the information mailed, the additional cost is \$.48 for a total cost of \$1.23.
2. Per the March 13, 2008 lease agreement between Springettsbury Township Development Authority and York Area United Fire and Rescue, York Area United Fire and Rescue paid \$1.00 per year for 2008, 2009, 2010, 2011, 2012, 2013, and 2014 for a total of \$7.00 to Springettsbury Township for lease of the property at 3321 Whiteford Road, York, PA 17402.

The documents can be picked up or mailed upon receipt of payment to Springettsbury Township. Please contact me, at 717-757-3521, to schedule a time to pick up the documents.

Please be advised that this correspondence will serve to close this record with our office as permitted by law.

If you have any questions please do not hesitate to contact me.

Very truly yours,



Abegale Gibb

Right To Know Officer

cc: Sandy Ratcliffe, Deputy Finance Director
Charles Rausch, Township Solicitor
Dori Bowders, Manager of Administrative Operations
File: Right-to-Know - 276

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Agreement"), made this 13TH day of MARCH, 2008 between **SPRINGGETTSBURY TOWNSHIP DEVELOPMENT AUTHORITY**, a Pennsylvania Municipal Authority, with offices at 1501 Mt. Zion Road, York, PA 17402 ("Lessor"); and **YORK AREA UNITED FIRE AND RESCUE**, an incorporated nonprofit association established under the authority of 53 Pa.C.S.A. §2301 et seq. (the "Lessee").

WHEREAS, Lessor is the owner of certain property located in Springettsbury Township adjacent to the Springettsbury Township Park, known and numbered as 3321 Whiteford Road, Tax Map Parcel 46-KJ-IU (improved lot only) [the "Premises"]; and

WHEREAS, Lessor desires to lease the Premises to Lessee and Lessee desires to lease the Premises from Lessor to be used as administrative offices in conjunction with Lessee's charter to provide fire services for Springettsbury Township and Spring Garden Township.

NOW, THEREFORE, in consideration of the mutual promises herein contained and intending to be legally bound hereby, the Lessor and Lessee agree as follows:

1. **LEASE.** Lessor hereby agrees to lease to Lessee and Lessee hereby agrees to lease from Lessor the Premises to be used as administrative offices in conjunction with Lessee's charter to provide fire services to Springettsbury Township and Spring Garden Township, and other municipalities who subsequently participate under the terms of the charter.

2. **LEASE PAYMENT.** Lessee shall pay to Lessor as lease payments the sum of One Dollar (\$1.00) per year during the term of this Agreement and any renewals hereof.

3. **TERM.** The initial term of this Agreement shall be for twelve (12) months from the date hereof. At the end of the initial term, this Agreement shall continue on a month-to-month basis. After the initial term, either party shall have the right to terminate this Agreement upon ninety (90) days written notice to Lessee.

4. **IMPROVEMENTS; MAINTENANCE AND REPAIRS.** Lessee agrees to reimburse Lessor for all utility and maintenance expenses relating to Lessee's use of the Premises. Lessee shall be responsible for the cost of all improvements relating to Lessee's use of the Premises. All changes to the existing building structure, interior or exterior, shall require Lessor's prior approval.

5. **INSURANCE.** Lessor shall provide insurance for the Premises. Lessee shall reimburse Lessor for the difference in cost of the insurance due to Lessee's occupation of the Premises.

6. **PARKING.** Four parking spaces shall be reserved for Lessee's use of the Premises. Lessee shall bear the cost of any required signage. The balance of the parking spaces on the Premises shall be nonexclusive and shall be available for the use of the park facilities and related events.

7. **INDEMNIFICATION.** Lessee shall defend, indemnify and hold harmless Lessor and the officers, directors and employees of Lessor, from and against all losses, liabilities, damages, injuries, claims, demands, costs and expenses of every kind and nature (the "Liabilities") whether or not covered by insurance, including legal fees and disbursements, arising out of and in connection with its use or occupancy of the Premises during the term of this Agreement. The obligations of Lessee set forth herein shall not apply to Liabilities arising out of the negligence, willful misconduct or intentional acts of Lessor or its invitees including, but not limited to, Springettsbury Township park users.

8. **MISCELLANEOUS.**

(a). This Agreement constitutes the entire agreement between the parties and shall be binding on their successors and assigns.

(b). No subsequent amendment, modification or waiver of any of the provisions hereof shall be effective unless in writing and signed by the parties hereto.

(c). The written waiver by Lessor or Lessee of any breach of any term, covenant, or condition herein stated shall not be deemed to be a waiver of any other breach, or of a subsequent breach of the same or any other term, covenant or condition herein contained.

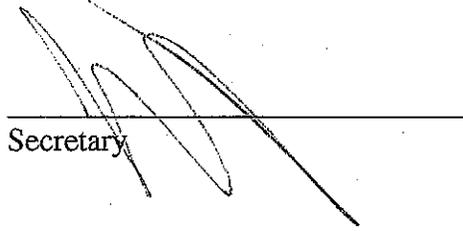
(d). Neither party may assign its rights under this Agreement without the prior written consent of the other party.

(e). This Agreement shall be interpreted under and governed by the laws of the Commonwealth of Pennsylvania. If any provision hereof or the application of any provision to any person or circumstances is held invalid or unenforceable, the remainder hereof and the application of such provision to other persons or circumstances shall remain valid and enforceable.

(f). Any notice required or permitted to be given by one party to the other party under this Agreement shall be given in writing and shall be personally delivered or sent by U.S. Certified Mail, return receipt requested, postage prepaid and properly addressed to addresses listed above or at such other address as may have been furnished in writing for such person.

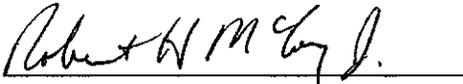
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written above.

ATTEST:



Secretary

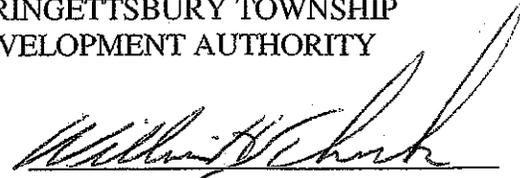
ATTEST



Secretary

LESSOR:

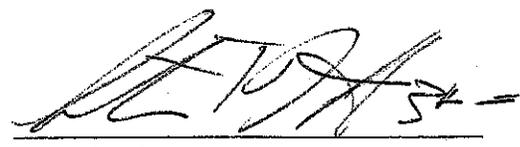
SPRINGETTSBURY TOWNSHIP
DEVELOPMENT AUTHORITY

By: 

Chairman

LESSEE:

YORK AREA UNITED FIRE & RESCUE
COMMISSION

By: 

Authorized Signature