

TOWNSHIP OF LOWER MERION

OPEN SPACE & TOWNSHIP PROPERTIES COMMITTEE

**WEDNESDAY, FEBRUARY 11, 2026
6:30 PM (Approximately)**

Chairperson: Charles Gregory

Vice Chairperson: Gilda Kramer, Michael Daly

AGENDA

1. APPROVAL TO EXECUTE REVISED LEASE FOR ROLLING HILL COTTAGE



Township of Lower Merion
A FIRST CLASS TOWNSHIP

AGENDA ITEM INFORMATION

COMMITTEE: Open Space & Township Properties

ITEM: **APPROVAL TO EXECUTE REVISED LEASE FOR ROLLING HILL COTTAGE**

Consider for recommendation to the Board of Commissioners approval to execute a revised lease with Lower Merion Conservancy for use of the Rolling Hill Cottage.

PUBLIC COMMENT

ATTACHMENT(S):

[Issue Brief Rolling Hill Cottage Lease](#)

[LMT-LMC Cottage Lease](#)

TOWNSHIP OF LOWER MERION

Open Space & Township Properties Committee

Issue Briefing

Topic: Rolling Hill Park Cottage Lease

Prepared by: Ernie B. McNeely, Township Manager

Date: February 6, 2026

I. Action To Be Considered By The Board:

Approve execution of a revised lease with Lower Merion Conservancy for use of the Rolling Hill Cottage.

II. Why This Issue Requires Board Consideration:

Township property lease revisions must be approved by the Board of Commissioners.

III. Current Policy Or Practice (If Applicable): NA

IV. Other Relevant Background Information:

The Cottage had been leased to the Lower Merion Conservancy for use for offices and for programs since 1998. Lease revisions and extensions were approved in 2011 and 2021. In 2021 the Conservancy relocated their offices to an alternate location, however the Cottage continued to be and is currently leased to the Lower Merion Conservancy for use for periodic programs held there and nearby in the park. The current lease expires in 2029.

The proposed lease revision clarifies maintenance and usage responsibilities and would be a five-year term extending the lease expiration date to March 2031. The proposed lease also requires some enhanced reporting by the Conservancy regarding uses and programs held at the facility, a practice they have already been following even though not required by the current lease.

V. Impact on Township Finances:

There is no cost to the Township to revise the lease as it is a \$1.00 per year consideration.

VI. Staff Recommendation

Staff recommends approval of the Rolling Hill Cottage lease revision with the Lower Merion Conservancy.

LEASE

THIS LEASE AGREEMENT (the "Lease"), made this _____ day of _____, 2026, between TOWNSHIP OF LOWER MERION, 75 East Lancaster Avenue, Ardmore, Pennsylvania 19003 (hereinafter called the "Landlord"), of the one part and LOWER MERION CONSERVANCY, 1301 Rose Glen Rd., Gladwyne, Pennsylvania 19035 (hereinafter called the "Tenant"), of the other part.

WHEREAS Tenant presently rents the hereinafter described caretaker's cottage from Landlord under a lease agreement dated October 28, 1998 (the "Original Lease"), as amended by that certain Amendment To Lease dated August 12, 2011, and as amended by that certain Amendment To Lease dated August 20, 2021; and

WHEREAS, it is the intention of the parties that the term be revised to five (5) years under modified terms and conditions.

WITNESSETH:

That the Landlord for and in consideration of the prompt payment of the rent hereinafter mentioned, as well as all the covenants, promises and agreements contained herein, does hereby demise and let unto the Tenant, the building known as the caretaker's cottage located at the 103 acre Rolling Hill Park, Lower Merion Township, Pennsylvania, together with the Project Space as defined herein, (hereinafter referred to as the "Cottage") under the terms and conditions set forth as follows:

1. Term and Rent. The term of the Lease shall be five (5) years commencing the first day of _____ 2026, the Tenant yielding and paying yearly therefore the sum of One Dollar (\$1.00). Following the initial term, the term shall automatically renew on the same terms for an additional period of one (1) year and thereafter on a year-to-year basis unless and until either party shall notify the other that the notifying party wishes to terminate this Lease at the expiration of the then current term, provided, however that any such notice of terminations must be given at least one hundred eighty (180) days prior to the end of the then current term. The Tenant may not transfer its interest and right of use in the Lease or sublease the Cottage to any entity.

2. Additional Rent. The Tenant agrees to pay, as additional rent, any and all sums which may become due by reason of the failure of the Tenant to comply with the covenants of this Lease and any and all damages, costs and expenses which the Landlord may suffer, or incur, by reason of any default of the Tenant or failure to comply with the covenants of this Lease.

3. Utilities. The Tenant shall pay promptly as rendered all bills for sewer, water, gas, fuel oil, telephone and electricity, used by the Tenant on the demised premises. The Landlord shall be responsible for the payment of real estate taxes.

4. Use of Cottage. The Tenant will primarily use the Cottage for the educational programming of Tenant, a non-profit organization. Tenant may also use the Cottage in furtherance

of its environmental goals and objectives, including, but not limited to the following uses: meetings, informative displays, research, programs and events. Further:

a. Tenant must actively use the Cottage, which consists of at least three days of active use per week on average during each calendar quarter. One day of active use is defined as one or more persons at the Cottage for four or more hours during the day.

b. 100 days of active use per calendar year shall include educational programming and/or uses in furtherance of the Tenant's environmental goals and objectives.

c. Any public access to the Cottage shall be permitted on a non-discriminatory basis without regard to sex, race, age, religious affiliation, or national origin. Tenant shall, at its expense, be responsible for complying with any and all laws or regulations relating to access to public facilities.

d. Programs conducted by the Tenant must benefit all or a defined portion of the public, upon payment of a reasonable fee or charge for the program or services provided.

e. Any use of the Cottage must conform to Lower Merion Township regulations as referenced in Chapters 109 and A168 of the Code of the Township of Lower Merion unless otherwise provided herein.

f. Tenant agrees to provide and maintain a place for the public to pick up brochures describing Rolling Hill Park and to view an interpretive display regarding the history of Rolling Hill Park.

g. The Cottage may be used when Rolling Hill Park is otherwise closed, but only with notification to the Landlord if such use extends beyond 9:00 p.m. and only for a purpose in furtherance of the Tenant's goals.

h. Animals except common pets kept in sealed aquariums, e.g. fish, may not be kept in and/or around the Cottage, and no equipment may be stored outside of the Cottage without permission of the Landlord. Tenant shall use reasonable efforts to ensure that its employees and guests comply with all Rolling Hill Park regulations, including but not limited to off-leash dog laws.

i. Tenant is permitted to exercise fund-raising activities on a periodic basis, provided that (i) such activities shall not violate any of the terms of this Lease, (ii) Tenant shall not be permitted to conduct sales or solicitations which reference or reflect Rolling Hill Park, (iii) such activities shall be limited to five (5) days per calendar year, and (iii) such activities must be conducted within the Cottage and the area immediately surrounding the Cottage, (as defined in Exhibit "A" attached hereto).

j. Tenant shall observe restrictions imposed by the Township from time to time regarding the consumption of alcoholic beverages in a Township Park except that Tenant shall be permitted to serve alcoholic beverages in conjunction with social activities relating directly to its operations. The consumption of alcoholic beverages shall be limited to the Cottage and the Project Space as defined in Exhibit "A". On such occasions, the sale of alcohol, such as a cash bar, shall be prohibited unless the sale is made by a caterer with a liquor license and their own liquor liability insurance coverage. Tenant hereby agrees to defend, indemnify and hold the Township harmless from any and all liability and responsibility arising out of the consumption of alcoholic beverages pursuant to this paragraph.

k. On the first day of January, April, July, and October, Tenant shall provide Landlord with a quarterly calendar of actual uses from the prior quarter, showing the activities, dates, duration, and the number of participants. A sample table is attached as Addendum A.

5. Use of Rolling Hill Park. The Cottage is located within the 103 acre Rolling Hill Park owned by Landlord. Landlord hereby grants Tenant a license to conduct programming throughout Rolling Hill Park in furtherance of Tenant's goals of conserving natural and historic resources, open space, and streams during the normal hours of Rolling Hill Park operation and not otherwise in violation of the Township Rules and Regulations for use of Rolling Hill Park. Landlord further grants Tenant a license to use a one-acre landscape area adjacent to the Cottage as set forth on Exhibit "A" together with access to the site immediately outside the front door to the Cottage (the "Project Space").

The Project Space begins just east of the bluestone path and heads south between the front door of the cottage to the stone driveway (45 feet). It continues the distance of approx. 51 feet along the driveway to the mowed grassy path. This mowed path runs southeast for 107 feet then turns 90 degrees and extends 145 feet northeast towards the forest. Just inside the 145-foot-long northeast side of the Project Space is a 30-foot wide relatively steep slope. The northern boundary of the Project Space skirts 20 feet into the forest edge and wraps back along to the Conservancy's front door just west of the septic tanks. The total perimeter of the Project Space is 550 feet and 17,500 square feet in area.

Following termination of this Lease, or any extension thereof, any improvements erected by Tenant in the Project Space shall remain in place, or shall be removed by Tenant within thirty (30) days, at Landlord's option. Tenant may use the Project Space for the purposes of installing and maintaining: a demonstration landscape; a children's play area; a proposed 9' x 14' greenhouse structure with a small composting area; any other use which Landlord may approve in writing.

6. Trash Removal. The Landlord shall not be responsible for janitorial services to the building or the removal to outside containers of trash generated at the Cottage. The Landlord shall provide refuse and trash collection/disposal services provided the Tenant: 1) requests such services, 2) provides ready access to the area where refuse/recycling containers are placed for collection, and 3) the Tenant pays the service fee assessed for such services. The Landlord will no longer be responsible for providing such services in the event a policy decision is made that the Landlord will no longer collect refuse / recyclables from like organizations.

7. Snow Removal. The Landlord shall be responsible for the removal of snow and ice from the main entrance to the Park, the access driveway, and the public parking areas, including the driveway circle, in reasonable priority order as determined by the Township's Public Works Department. The removal of snow and ice from streets, public sidewalks, public parking lots and Township facilities takes priority over the removal of snow from Township parks. The Tenant shall be solely responsible for providing snow and ice removal on the access walkway between the public parking area and the Cottage for its employees/volunteers.

8. Maintenance. Tenant is responsible for routine maintenance and repairs, upkeep, interior painting, carpeting/flooring and cleaning. Landlord is responsible for the maintenance of building systems and components including, but not limited, to capital improvements such as roof, plumbing, septic, electrical systems, HVAC, foundation and interior and exterior walls as further detailed in Paragraph 9 of this Lease.

The Tenant is solely responsible for the maintenance and upkeep of the landscaping and general area around said premises, including the Project Space. Tenant is responsible for correcting minor issues in this area and reporting more substantial issues to the Landlord.

During winter months, when Tenant is infrequently using the Cottage for programming, the Tenant commits to inspecting the Cottage at least twice per week to ensure no damage has occurred on the property, that the property is being properly maintained and there are no vandalism or security issues present.

9. Capital Improvements. Capital improvements are defined as the replacement of or repairs to the foundation, replacement of the roof, replacement of the HVAC system and replacement of electrical or plumbing systems, and exterior painting. Landlord will determine the capital improvements deemed necessary, in Landlord's reasonable discretion, and set a reasonable time frame for completion of such improvements as appropriate. Tenant will pay for capital improvements deemed necessary by the Landlord up to a cap of \$5,000 combined in a lease year and Landlord will pay any amount more than \$5,000. This obligation to complete capital improvements deemed necessary by Landlord shall survive termination of this Lease, to the extent that Tenant has not completed required improvements prior to the date of termination (subject to the \$5,000 lease year limit). Any and all signage, renovations and improvements, must be approved by the Landlord and be installed in conformance with all Lower Merion Township ordinances, regulations and processes.

The Tenant is not responsible for repairs to electrical lines, phone lines, other power lines or lines providing Internet service to the Cottage. Tenant is responsible for any upgrades to such lines if requested by the Tenant and approved by the Landlord.

10. Parking. Landlord and Tenant agree to provide equal access and use to all parking facilities located near or around the Cottage and that such facilities shall satisfy the parking facilities required by Township Code.

11. Risk of Loss. If the Cottage is so substantially destroyed by fire, or any other factor that would destroy or damage the property, so that same cannot be repaired and restored within a period of one hundred twenty (120) days after insurance proceeds become available for such purpose, then this Lease shall absolutely cease and terminate, there shall be no refund of rent paid and neither party shall have any further liability under the terms of this Lease. The parties agree that the insurance proceeds in the event shall be divided between them to equitably reflect the investment that has been made in the ownership and improvements made to the building. If the damage is such that the Cottage can be reasonably restored within a period of one hundred twenty (120) days after the insurance proceeds become available for such purpose, or, if the insurance proceeds are not sufficient for such purpose, provided that the Tenant, in its sole discretion,

provides to the Landlord an amount equal to the difference between the amount of such insurance proceeds and the estimated cost of restoration, restore the same as soon as practicable.

12. Property Insurance. Tenant shall be required to obtain insurance coverage for all personal property, furniture, non permanent fixtures, and equipment inside the property against loss or damage of their respective property by reason of fire, water, theft or any reasons whatsoever. Landlord shall be required to obtain insurance for vandalism, flood, wind, fire, or other act of nature against loss or damages to the Cottage and improvements.

13. Liability Insurance. Tenant shall be required to carry liability coverage showing both the Tenant and the Landlord as named insured. Tenant agrees to relieve Landlord from liability by reason of injury or damage to any person or property in the Cottage, no matter from what cause, unless the injury or damage results from the negligence of Landlord. Tenant also agrees to relieve Landlord from all liability by reason of injury or damage arising from the use of misuse of the Cottage or by and on account of any physical condition which may exist upon the premises at any time or on the sidewalk adjacent thereto, no matter from what cause, unless such injury or damage, use or misuse, is caused by or results from the negligence of the Landlord.

14. Termination. Either party may terminate this Lease prior to its expiration by giving one hundred eighty (180) days written notice to the other party. The reasons for termination are limited to the following:

a. If Tenant fails to cure a default of Tenant's obligations under this Lease within thirty (30) days after a written notice from Landlord is provided, however, (i) if any such default is not reasonably capable of being cured within a period of thirty (30) days, Landlord shall not terminate this Lease provided that Tenant commences the curing of such default within the period of thirty (30) days after the Landlord's notice and thereafter diligently pursues such curing until the completion thereof, and (ii) Landlord shall not be obligated to provide Tenant cure period for substantially similar defaults more than two (2) times in any twelve-month period.

b. If Tenant goes out of business or fails to use the Cottage in the manner defined in Paragraph 4.

c. If Tenant is unable to raise sufficient funds for the maintenance of the Cottage.

d. By mutual agreement.

e. In the event Landlord does not renew the Lease at the end of the five year base term, Landlord will reimburse the Tenant in an amount equal to all capital expenditures made by the Tenant above the \$5000 cap during the final three (3) years immediately preceding the expiration of the base term. There will be no reimbursement by the Landlord to the Tenant for routine maintenance expenses per Paragraph 8.

At any termination of the Lease, the Tenant shall remove all personal property from the Cottage and turn it over in good condition with reasonable wear and tear accepted, broom clean. Any property remaining at or near the Cottage after termination may be disposed of by Landlord without liability to Tenant or anyone claiming through Tenant. The Landlord will not be

responsible for the removal of rubbish and refuse matter permitted by the Tenant to remain or accumulate on the premises.

15. Inspection. The Tenant agrees it has inspected the Cottage, that the same is being leased by the Tenant as the result of said inspection and not upon any representation made by the Landlord, that the Tenant accepts the condition of the Cottage as it exists on the date of the signing of this Lease, and that the Landlord shall not be responsible or liable for the condition of the Cottage or any agreement or stipulation not specifically set forth herein relating to or affecting the physical condition of said property.

16. Complete Agreement. This Lease sets forth all the promises, agreements, conditions and understandings between the Landlord or his agent and the Tenant, relative to the Cottage, and there are no promises, agreements, conditions or understandings, either oral or written, between parties other than as are herein set forth, and any subsequent alteration, amendment, change or addition to this Lease shall not be binding upon the Landlord or Tenant unless reduced to writing and signed by them.

17. Notices. All notices and communications between the parties shall be addressed as follows:

Township of Lower Merion
Attn: Township Manager
75 East Lancaster Avenue
Ardmore, PA 19003
610-649-4000

Lower Merion Conservancy
Attn: Executive Director
1301 Rose Glen Road
Gladwyne, PA 19035
610-645-9030

18. Limited Liability. Notwithstanding anything to the contrary contained in this Lease, none of the Tenant's directors, employees, officers, agents or members shall have any personal responsibility or liability under to with respect to the Lease or the enforcement thereof, and Landlord shall look solely to the Tenant and the Tenant's assets for the satisfaction of any obligations or liabilities under or with respect to the Lease.

19. Governing Law. The laws of Pennsylvania shall govern this Lease. If any provision of this Lease shall be declared invalid by judicial determination, or by Act of Pennsylvania Assembly, or by act of any other legislative body with authority to affect this Lease, only such provision so declared invalid shall this be affected, and all other provisions not inconsistent therewith or directly dependent thereon shall remain in full force and effect.

20. No Subdivision. This Lease does not constitute, nor shall it be deemed to be, a subdivision of the 103 acre Rolling Hill Park.

IN WITNESS WHEREOF, both respective parties to the Lease have interchangeably set their hands and seals the day and year first above written.

TOWNSHIP OF LOWER MERION
LANDLORD

By: _____
Ernie B. McNeely, Township Manager

Attest:

Jody L. Kelley, Secretary

LOWER MERION CONSERVANCY
TENANT

By: _____
Executive Director

Secretary

Addendum A: Sample activity report

	Activities	Date	Duration (hours)	# of participants
1				
2				
3				

Exhibit "A"

