

TOWNSHIP OF LOWER MERION

OPEN SPACE & TOWNSHIP PROPERTIES COMMITTEE

**WEDNESDAY, OCTOBER 8, 2025
7:45 PM (Approximately)**

Chairperson: Rick Churchill
Vice Chairperson: Joshua Grimes

AGENDA

1. **AUTHORIZATION TO EXECUTE A LEASE AGREEMENT WITH NEW HORIZONS SENIOR CENTER FOR ASHBRIDGE HOUSE**



Township of Lower Merion
A FIRST CLASS TOWNSHIP

AGENDA ITEM INFORMATION

COMMITTEE: Open Space & Township Properties

ITEM: **AUTHORIZATION TO EXECUTE A LEASE AGREEMENT WITH NEW HORIZONS SENIOR CENTER FOR ASHBRIDGE HOUSE**

Consider for recommendation to the Board of Commissioners authorizing execution of a twenty-year lease for New Horizons Senior Center to assume operations at the renovated Ashbridge House facility.

PUBLIC COMMENT

ATTACHMENT(S):

[Issue Briefing - New Horizons Lease 10-03-2025.docx](#)

[New Horizons - Ashbridge Lease 9-24-2025 .pdf](#)

[Ashbridge House Floor Plans resize.pdf](#)

TOWNSHIP OF LOWER MERION

Township Open Space & Properties Committee

Issue Briefing

Topic: New Horizons Ashbridge House Lease

Prepared by: Ernie B. McNeely, Township Manager

Date: October 2, 2025

I. Action To Be Considered By The Board:

Approve execution of a twenty-year lease for New Horizons Senior Center to assume operations at the renovated Ashbridge House facility.

II. Why This Issue Requires Board Consideration:

Township property leases must be approved by the Board of Commissioners.

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

IV. Other Relevant Background Information:

Ashbridge House is a historical asset located in Ashbridge Park that was deteriorating without any regular use of the facility. New Horizon Senior Center serves residents of Lower Merion and Narberth Borough but has no permanent home for their programs and operates out of meeting room space in the Narberth Borough Building. In March of 2021 the Board of Commissioners approved a Memorandum of Understanding with New Horizons indicating they could occupy Ashbridge House for their senior center following the extensive renovations the Township planned for the facility.

Funded partially with federal American Rescue Program funds the Township is nearing completion of a \$4.8 million renovation and expansion of Ashbridge House designed to accommodate New Horizons Senior Center. The project is scheduled to be completed in December 2025. In order to allow New Horizons to plan for their relocation, purchase furniture and equipment plus pursue certain funding a formal lease is needed.

Working with the Township Solicitor a lease has been prepared and discussed with New Horizons. The proposed lease has a twenty-year term but can be terminated by either party after an initial seven-year period or on any annual lease anniversary thereafter. Like other Township property leases to non-profit senior service providers such as ElederNet and PALM the lease is a nominal \$1.00 per year consideration and the Township further support the important senior services by paying utilities and major maintenance repairs.

The lease also provides for use of Ashbridge House for an election polling place and other periodic community uses like civic association meetings. The proposed lease will take effect January 1, 2026.

V. **Impact on Township Finances:**

There is no impact on Township finances beyond some increase in utility costs at the facility.

VI. **Staff Recommendation**

Staff recommends approval for execution of a twenty-year lease for New Horizons Senior Center operations at Ashbridge House effective January 1, 2026.

NEW HORIZONS SENIOR CENTER AGREEMENT

This Agreement, made the _____ day of _____, A.D., 2025 between TOWNSHIP OF LOWER MERION, 75 East Lancaster Avenue, Ardmore, Pennsylvania, 19003 (hereinafter called the “Township”), of the one part and OPTIONS IN AGING, a Pennsylvania Non-Profit Corporation, d/b/a NEW HORIZONS SENIOR CENTER, with a registered office at 100 Conway Avenue 2nd Fl. (PO Box85), Narberth, PA 19072 (hereinafter called “New Horizons”), of the other part.

Recital

The Township owns a 28.8 acre tract of developed park land known as Ashbridge Park (the “Property”). It is located at 1301 W Montgomery Avenue, Rosemont, PA 19010 and is improved with an historic former residence known as the Ashbridge House, walking paths, parking lot, tennis and pickleball courts, playground, passive open space and five (5) outbuildings, which include two (2) barns, one (1) chicken coop, one (1) comfort station and one (1) salt storage facility. The Property is maintained as a Township Park.

The mission of New Horizons is to provide supportive programs and services that enable older adults to live independently in their own homes, form meaningful connections with others, and engage in lifelong learning. New Horizons desires to use the Ashbridge House as their base of operations for providing these services. Nothing in this agreement is intended to convey dedicated use of any other structure or active use area of the Property to the exclusion of all park users.

WITNESSETH:

That the Township, being the owner of the Property, for and in consideration of the prompt payment of the rent hereinafter mentioned, as well as all covenants, promises and agreements contained herein, does hereby demise and let unto New Horizons the use of the Ashbridge House, as hereinafter described, under the terms and conditions set forth as follows:

1. Demised Premises. The demised premises consists of the following portions of the Ashbridge House: (a) on the first floor: Meeting Room, Parlor, Hall, Porch, Dining Room, Warming Kitchen, Pantry and common areas, as set forth on the floor plan attached, (b) the entirety of the second floor and the storage area in the new addition basement. The third floor and original basement are specifically excluded from the demised premises. New Horizons' storage or other operations may not extend beyond the areas of the demised premises at any time for any reason except that use of the grounds adjacent to the building may be used for outdoor recreation, enjoyment and periodic fundraising events. Situated in the park, New Horizons members may enjoy the public park facilities as all residents and visitors.

2. Term and Debt. The term of this lease shall be Twenty (20) years commencing the first day of _____, A.D., 2026 and expiring _____ 31, 2046. During the term of this Lease, New Horizons will pay annually on January 1 the sum of One Dollar (\$1.00) as rent. Following the initial term, this lease shall automatically renew on the same terms for an additional period of one (1) year and thereafter from year-to-year. However, either party may terminate this lease as of the seventh anniversary date, (i.e. as of _____, 2033) or on any anniversary date thereafter, by notifying the other in writing at least one hundred eighty (180)

days prior thereto. Upon termination New Horizons shall remove all of its possessions and vacate the premises.

3. Utilities. The Township shall pay bills for sewer, water, electricity telephone service for alarms and elevator used on the demised premises. The Township shall be responsible for the payment of any real estate taxes. New Horizons shall pay for telephone, Internet and cable services used by it on the demised premises.

4. Use of Premises. New Horizons is a not-for-profit corporation organized solely for charitable purposes consistent with its mission. New Horizons shall not occupy the demised premises, or permit the same to be occupied or used, for any other purpose. New Horizons will assume the responsibility of furnishing the demised premises. At the termination hereof, New Horizons will peaceably deliver up and surrender possession of the demised premises to the Township. New Horizons shall not assign this Lease, or underlet the demised premises, or any part thereof, or put anyone in possession, or permit anyone to occupy, or take possession of said premises without the written consent of the Township, which may be withheld for any reason.

New Horizons may sponsor a variety of activities that are open to the public. The programs, services and events at the House shall be those developed by New Horizons consistent with its charter and Mission, as it may be amended from time-to-time. Admission charges and fees for activities may be established by New Horizons and any proceeds are their exclusive assets. New Horizons may sponsor larger-scale events/activities at the demised premises, subject to Township regulation, and upon completion of the “Application for Use of Township Property” form and any other permit requirements needed after consulting with the Parks and Recreation Department.

New Horizons will make Ashbridge House available, with no conflicting operations of its own and without charge, as a Polling location for Primary, General and Special Elections. New Horizons will also make Ashbridge House available free of charge for Civic Meetings permitted by the Township, outside of New Horizons operating hours. New Horizons shall be advised of scheduled civic meetings in advance.

Parking is limited to the public parking lot, within marked parking spaces. Parking is not permitted on the grass, along driveways or adjacent to the House.

5. Trash Removal. New Horizons shall provide janitorial services to Ashbridge House. New Horizons shall not permit trash and recycling waste generated at the premises or any rubbish or refuse matter to remain, or accumulate upon the premises. The Township will provide municipal trash collection services to the premises only to the extent it would normally do so under generally applicable Township policies.

6. Maintenance.

(a) Interior. New Horizons shall keep and maintain the interior of the demised premises in good order and repair, including all office equipment, furnishings, carpets, window treatments, appliances, kitchen equipment , lighting and wall surfaces and at the termination of this Lease deliver up the said premises to the Township in good order and repair, reasonable wear and tear and damage by accidental fire or storm excepted. The Township shall be responsible for the repair and replacement of any HVAC equipment, plumbing, water heater, electric, and any other building systems.

(b) Exterior. New Horizons shall keep the immediate exterior of the Ashbridge House within a fifty-foot radius of the building, including the grounds, driveway, and walkways clean and free of refuse.. New Horizons shall keep the walkways and entrances to the

Ashbridge House clear of accumulations of ice and snow for their operational needs. The Township shall maintain and repair all exterior structural components, siding, roof, windows, parking areas, other physical improvements/fixtures, and landscaping on the Property, shall remove leaves and woody debris, and shall keep the parking lot free and clear of accumulations of ice and snow.

7. Improvements. New Horizons shall make no alterations, additions and/or improvements to the interior, except for hanging pictures or screens without prior written approval of the Township. Any improvements, furniture, equipment and decorations required by New Horizons for uses related to its program activities shall be the sole responsibility of New Horizons. The Township shall maintain or perform building system upgrades as necessary. Any permanent additions or improvements to the premises shall not be detached therefrom but shall remain after the expiration of the term hereof for the benefit of the Township. Any additions or improvements required by and uniquely suited to the needs of New Horizons may be removed provided the Premises is repaired and placed in the same condition it was in prior to the installation of the improvement, reasonable wear and tear excepted.

8. Risk of Loss. New Horizons shall use every reasonable precaution against fire and shall not do, or suffer to be done, any act or thing whereby any policy of insurance on the demised premises shall, or may, become voided or suspended or whereby the risk may become more hazardous. If the structure upon the demised premises is so substantially destroyed or damaged by fire, or other casualty, so that the same cannot be repaired and restored within a period of sixty (60) days, 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.

If the damage can be restored within sixty (60) days, Township shall, to the extent of insurance funds available, restore the same as soon as possible.

9. Insurance.

(a) Property Insurance The Township shall secure and maintain all risk (special form) property insurance, which insures against direct physical loss of or damage to the Ashbridge House. New Horizons shall secure and maintain, at its own expense, all risk (special form) property insurance which insures against direct physical loss of or damage to New Horizons' personal property, fixtures and equipment located in or at the Premises. New Horizons shall also secure time element insurance satisfactorily to protect its interests as a result of direct physical loss of or damage to New Horizons' personal property, fixtures and equipment located in or at the Premises. Any deductible amount(s) selected by New Horizons or imposed by New Horizons' insurer(s) shall be the sole responsibility of New Horizons.

(b) Commercial General Liability Insurance New Horizons shall secure and maintain, at its own expense, commercial general liability insurance which insures against bodily injury, property damage, personal injury and advertising injury claims arising from New Horizons' occupancy of the Premises or operations incidental thereto, with a combined single limit of \$1,000,000 per occurrence and a general aggregate limit of \$2,000,000. These limits are subject to change with the Township's standard requirements. Such insurance shall include Township and its elected and appointed officials, employees, and authorized volunteers as additional insureds.

(c) Evidence of Insurance/Insurers New Horizons shall furnish certificates of all insurance, acceptable to Township, evidencing all policies required above at execution of this Agreement and prior to each renewal thereafter. Such insurance shall be written with insurers licensed to do business in the Commonwealth of Pennsylvania, with a current Best Insurance

Reports rating of "A-" "V II" or better, unless otherwise approved by Township. The Township hereby grants specific approval for the acquisition of workers compensation and employers liability insurance from the State Workers' Insurance Fund (SWIF) of Pennsylvania.

Such policies shall be endorsed, and such certificates shall provide that no cancellation or non-renewal can take effect unless 30 days prior written notice by registered mail is furnished to the Township.

(d) Liability policies required herein may not be written on a "claims made" basis without the prior written approval of Township.

(e) If New Horizons fails, refuses or neglects to secure and maintain any insurance required of New Horizons or to furnish satisfactory evidence of insurance, the Township shall have the right to purchase such insurance. All such payments made by Township shall be recoverable by Township from New Horizons, together with interest thereon, as additional rent promptly upon being billed therefor.

(f) Damage to Property of New Horizons and its Invitees. To the fullest extent permitted by law, New Horizons shall be solely responsible for any loss or damage to property of New Horizons or its invitees, employees, officials, volunteers, agents and representatives while such property is on, at or adjacent to the premises of the Township.

9. Indemnification. To the fullest extent permitted by law, New Horizons shall indemnify, defend and hold Township, its elected and appointed officials, employees, and authorized volunteers harmless from and against any and all claims, losses, damages, expenses, causes of action and liabilities (including without limitation, attorneys' fees) arising out of or related to New Horizons' use or occupancy of the Premises or operations incidental thereto, unless such claims arise from the sole negligence of Township. Such obligation to indemnify,

defend and hold Township, its elected and appointed officials, employees, and authorized volunteers harmless shall survive the termination of this Agreement.

10. Default. It shall be a default hereunder if New Horizons violates any of the provisions of this agreement, or becomes insolvent, or fails to make regular use of the premises in furtherance of its mission, or otherwise ceases operations. The failure of New Horizons to cure any default upon 30 days written notice from the Township shall entitle the Township to terminate this agreement forthwith.

11. Inspection. New Horizons agrees that when the current renovation project is complete it will inspect the premises, that the same is being leased by New Horizons and as the result of said inspection and not upon any representation made by the Township, that New Horizons will in writing accept the condition of the premises as it exists on the date of the inspection with any noted repair provisions. The Township shall not be responsible or liable for any visible or reasonably ascertainable condition of the premises or any agreement or stipulation not specifically set forth herein relating to or affecting the physical condition of said property.

12. Complete Agreement. This lease sets forth all the premises, agreements, conditions and understandings between the Township or his agent, and New Horizons, relative to the demised premises, and there are no promises, agreements, conditions or understandings, either oral or written, between the 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 Township or New Horizons unless reduced to writing and signed by them.

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

Township of Lower Merion
Township Manager

75 East Lancaster Avenue
Ardmore, PA 19003
610-645-6102

New Horizons Senior Center
Executive Director
1301 W Montgomery Avenue
Rosemont, PA 19010
610-664-2366

14. Governing Law. This Lease shall be governed by the laws of Pennsylvania. 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 thus be affected, and all other provisions not inconsistent therewith or directly dependent thereon shall remain in full force and effect.

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

Attest:

Jody L. Kelley, Secretary

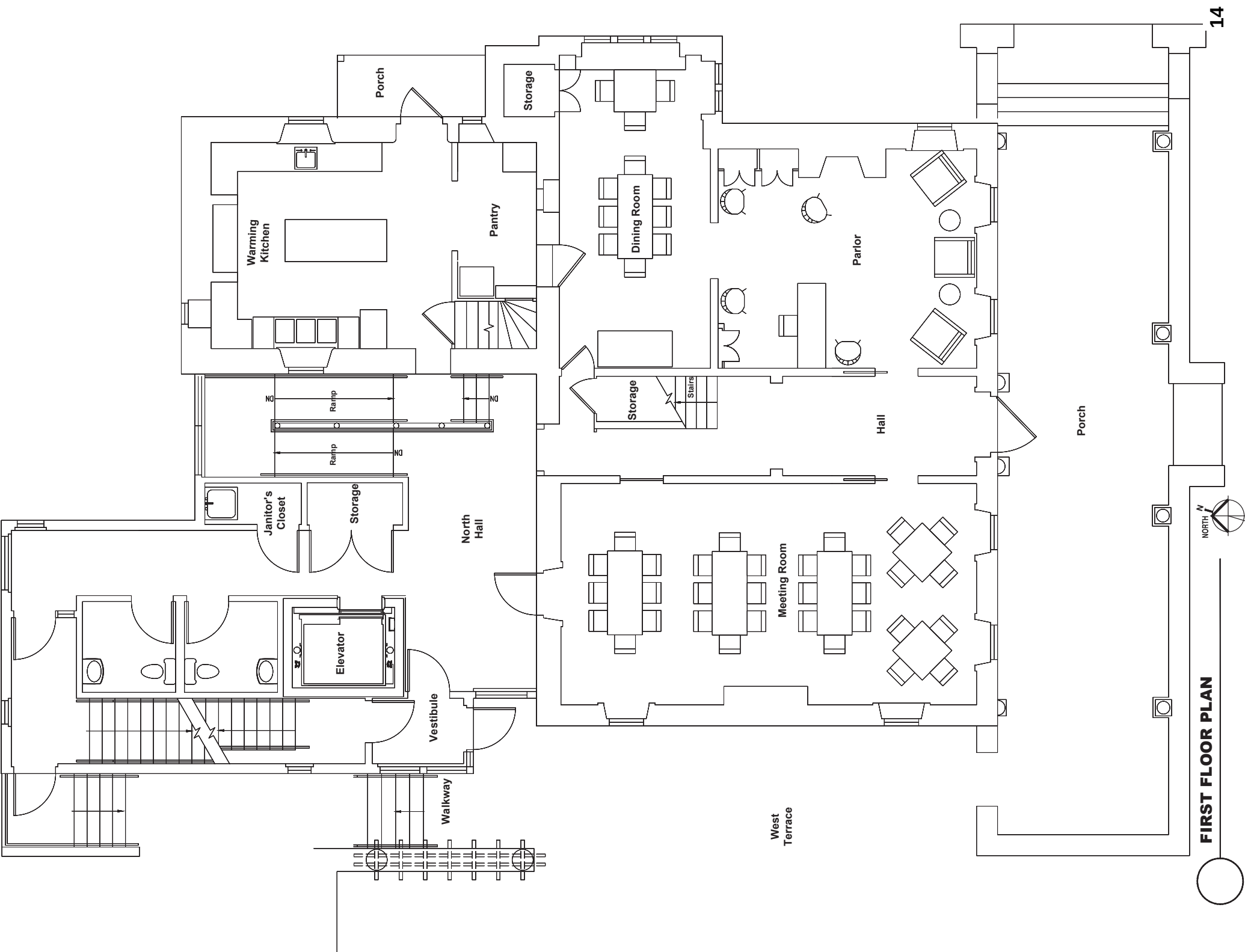
TOWNSHIP OF LOWER MERION
TOWNSHIP

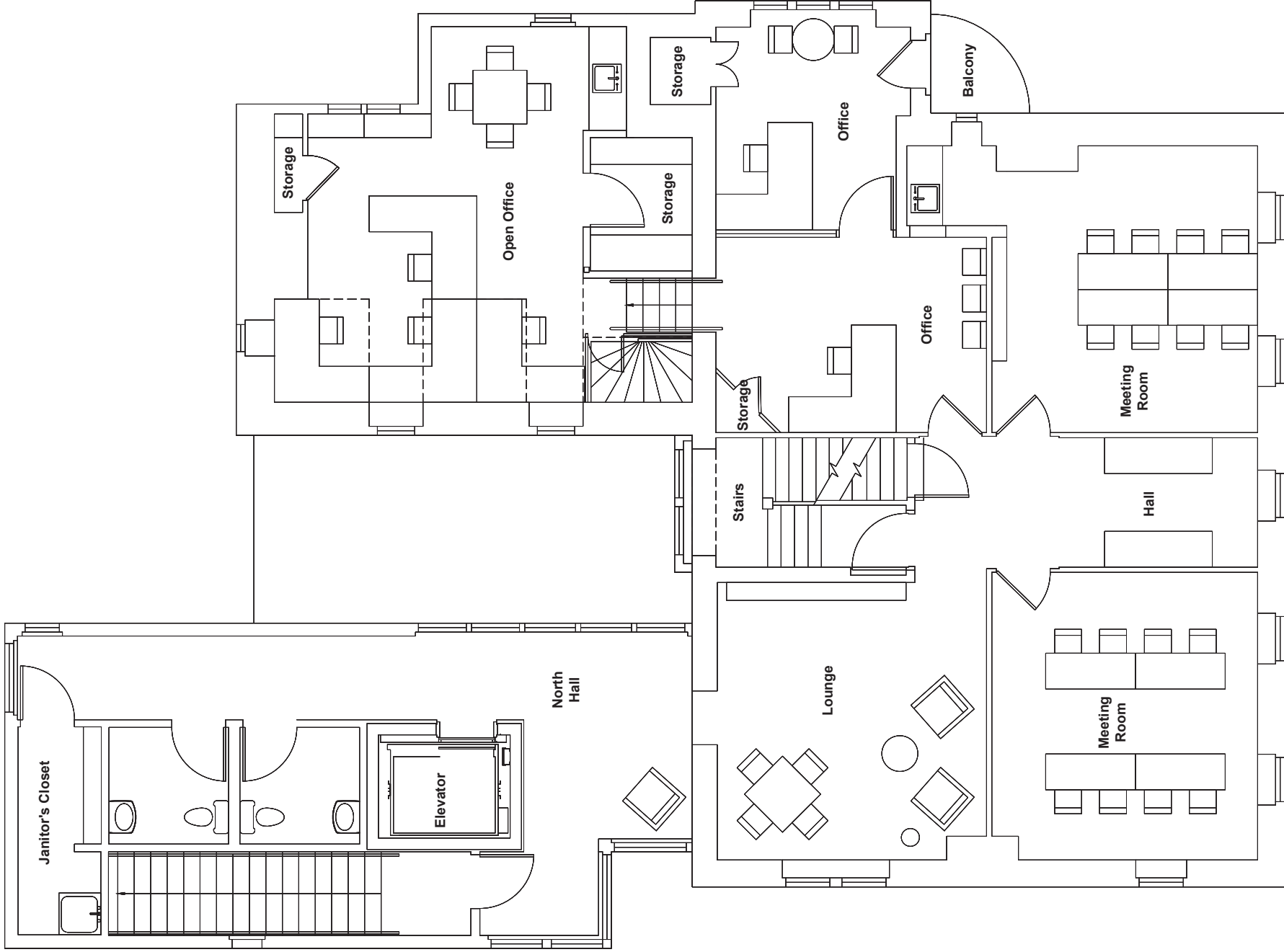
BY: _____
Ernie B. McNeely, Township Manager

Attest:

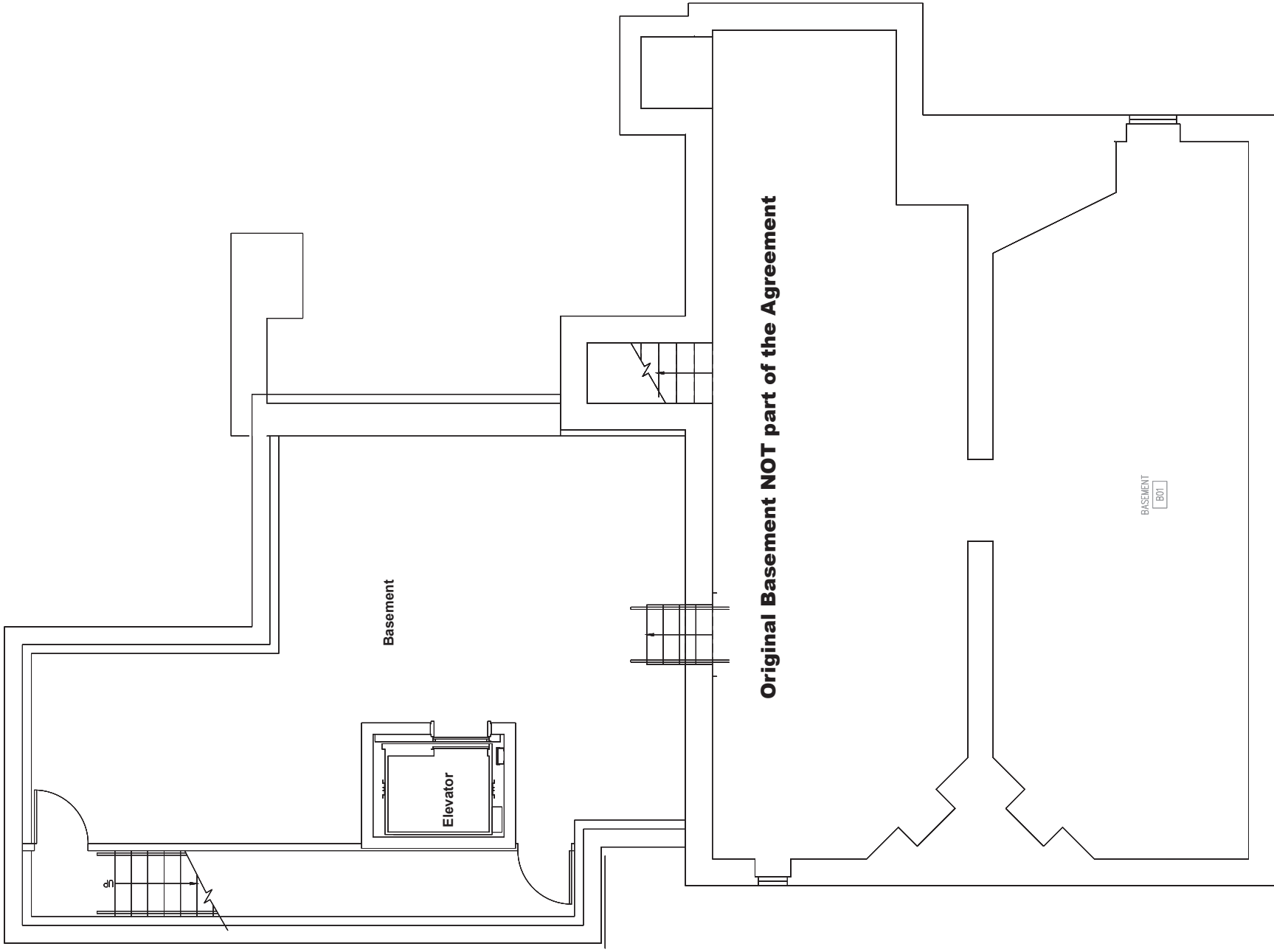
NEW HORIZONS SENIOR CENTER

BY: _____
Executive Director





SECOND FLOOR PLAN



BASEMENT