



To: Board of Commissioners
From: Harry R. Faulk, Twp. Manager
Date: January 9, 2026

Agenda Item

Tax Office Lease

Background

The North Huntingdon Township Tax Collector has always leased office space in the Municipal Building. The newly elected tax collector would like to continue to lease office space. The Township is currently remodeling to expand the Community Development Department and creating new office space for the Tax Office that is 276 square feet. The Board discussed in December of 2025 to have the Manager draft a new lease agreement at the price of \$3.65 per square foot.

Financial Impact

The annual revenue for the tax office will be \$1,007.40.

Attachments

- Office Lease Agreement

OFFICE LEASE AGREEMENT

This Office Lease Agreement (the "Lease") is made as of February 1, 2026 by and between North Huntingdon Township, a Pennsylvania First Class Township with municipal offices at 11279 Center Highway, North Huntingdon, PA 15642 ("Landlord"), and the duly elected Tax Collector for North Huntingdon Township, ("Tenant").

1. Premises

Landlord hereby leases to Tenant a designated office within the North Huntingdon Township Municipal Building located at 11279 Center Highway, North Huntingdon, PA 15642 (the "Premises"). The Premises consist of approximately 276 square feet.

2. Term

The term of this Lease shall commence on February 1, 2026 and continue on a month-to-month basis, unless earlier terminated as provided herein, or replaced by a subsequent written agreement approved by the Township Board of Commissioners.

3. Rent

Tenant shall pay to Landlord a flat monthly rent of Eighty Three Dollars and ninety five cents (\$83.95) (\$3.65 per square foot) Rent is due and payable in advance on the first (1st) day of each month.

4. Utilities and Services

Landlord shall provide, at no additional cost to Tenant, normal building utilities and services, including electricity, water, heating/cooling, and phone. Tenant is responsible for internet, and any specialized services or equipment required for Tenant's operations.

5. Use of Premises

The Premises shall be used solely for official duties of the North Huntingdon Township Tax Collector, including the collection and administration of Township taxes and related administrative functions, and for no other purpose without Landlord's prior written consent.

6. Hours, Access, and Security

Tenant shall have access to the Premises during normal Municipal Building business hours and at additional times as reasonably accommodated by Landlord, subject to building security protocols. Tenant and Tenant's staff shall comply with all building policies, sign-in procedures, and reasonable directives of Landlord's management.

The Board of Commissioners request that the Tax Collector maintains open office hours during the week and posted accordingly.

7. Furniture, Fixtures, and Equipment

Landlord may provide basic office furnishings (desk, chair, file cabinet) as available. Tenant may bring additional furniture and equipment at Tenant's cost, provided such items are safe, comply

with building codes, and do not damage the Premises. Any installation requiring alteration of the Premises must be approved in writing by Landlord.

8. Maintenance and Repairs

Landlord shall maintain the building structure, roof, HVAC, plumbing, and electrical systems. Tenant shall keep the Premises in clean and orderly condition and promptly notify Landlord of any condition requiring repair. Tenant shall be liable for damage caused by Tenant's negligence or willful misconduct.

9. Compliance with Laws and Policies

Tenant shall comply with all applicable federal, state, and local laws, ordinances, and regulations, and all Landlord policies regarding use of municipal facilities, including the Pennsylvania Sunshine Act (as applicable to public access), the Pennsylvania Right-to-Know Law for records under Tenant's custody, and any cybersecurity or records policies adopted by the Township.

10. Records, Confidentiality, and Public Access

Tenant is solely responsible for the custody, retention, and security of tax records and any sensitive information maintained by Tenant. Tenant shall handle public records requests in accordance with law and coordinate, as appropriate, with the Township's Open Records Officer for building logistics and access. Landlord does not assume custody of Tenant's records by virtue of this Lease.

11. Insurance and Indemnification

Tenant shall maintain, at Tenant's expense, insurance customary for public officials performing tax collection functions, including errors and omissions/professional liability coverage if applicable. Tenant shall indemnify and hold harmless Landlord, its officials, employees, and agents from and against claims arising out of Tenant's use of the Premises, except to the extent caused by Landlord's gross negligence or willful misconduct. Nothing herein waives governmental immunities or limitations on damages under Pennsylvania law.

12. Assignment and Subletting

Tenant shall not assign this Lease or sublet the Premises without Landlord's prior written consent. This Lease is personal to the duly elected or appointed Tax Collector for North Huntingdon Township.

13. Alterations and Improvements

No alterations or improvements may be made to the Premises without Landlord's prior written approval. Any approved improvements shall, at Landlord's option, become property of Landlord upon installation.

14. Termination

Either party may terminate this Lease for convenience upon thirty (30) days' prior written notice. Landlord may terminate immediately for material breach by Tenant that remains uncured ten (10) days after written notice. This Lease shall automatically terminate upon the expiration of Tenant's

term of office, resignation, removal, or vacancy in the office of Tax Collector, unless the successor Tenant executes an assumption or new lease.

15. Default and Remedies

If Tenant fails to pay Rent or otherwise breaches this Lease, and such breach is not cured within ten (10) days after written notice, Landlord may exercise all remedies at law or in equity, including termination and recovery of possession. Tenant shall remain liable for unpaid Rent through the effective date of termination.

16. Notices

All notices under this Lease shall be in writing and delivered by hand, certified mail, or recognized overnight courier to the addresses set forth above, or to such other address as a party may designate in writing.

17. Non-Discrimination and Equal Opportunity

Tenant shall not discriminate on the basis of race, color, religion, sex, national origin, age, disability, or any other protected status in the administration of Tenant's public functions.

18. Governing Law and Venue

This Lease shall be governed by the laws of the Commonwealth of Pennsylvania. Venue for any dispute shall lie in the courts of Westmoreland County, Pennsylvania.

19. Entire Agreement; Amendments

This Lease constitutes the entire agreement between the parties with respect to the Premises and supersedes all prior discussions. Any amendment must be in writing and approved by the Township Board of Commissioners.

20. Signatures

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

LANDLORD: NORTH HUNTINGDON TOWNSHIP

By: _____

Name/Title: _____

Date: _____

TENANT: NORTH HUNTINGDON TOWNSHIP TAX COLLECTOR

By: _____

Name: _____

Date: _____