

EDGEWATER PARK SEWERAGE AUTHORITY
EXECUTIVE SESSION MINUTES
Meeting of May 9, 2018

A motion was made to go into Executive Session at 7:35 p.m. by Mr. Holley and seconded by Ms. Hall. All voted in favor.

There was a discussion concerning the lease for the Authority. The discussion was led by Mr. Saponaro. The Board discussed the overall condition of the property, including the sidewalks, lack of handicap ramps, and the condition of the signs on the other stores. Ms. Hall commented on the signs and the fact that the owner did not know about the condition of the sign for the salon. Mr. Alexander commented on some of the lighting conditions and other conditions of the property. Mr. Johnson asked the Solicitor his opinion of the terms of the lease. Mr. Saponaro indicated that he made changes to some of the material terms, including the insurance and indemnification provisions..

Ms. Hall mentioned that she was opposed to having any costs that would fluctuate. Specifically, she was opposed to having shared costs for the various items such as the snow removal, etc. Mr. Saponaro indicated that when he spoke to the Landlord, he advised him that the Board was not interested in having such costs. The Landlord did object and said that all the other tenants had done so. Mr. Saponaro also explained the Landlord's position that all the other tenants paid the higher amount and that he was trying to get them all to be equal rent. The Solicitor also explained that he felt, once again, that the Authority was an anchor tenant and that the Landlord would lose a lot by losing them.

The Board Members came to a consensus that they would continue to negotiate and that Mr. Saponaro would update them. Mr. Saponaro indicated that he would continue to offer the rental amount starting at \$1,200 to \$1,250 for making a new increase in the offer. He said he would also stick with the objection to having the amount fluctuate month to month, particularly in the wintertime, based upon snow storms, etc. and also that he would insist upon keeping an indemnification provisions and other materials as he wrote them as opposed to the Landlord's form of lease.

At 7:48 p.m., a motion was made to come out of Executive Session by Mr. Holley, and seconded by Mr. Johnson. All voted in favor. A motion was made to

adjourn the meeting by Ms. Hall, and seconded by Mr. Holley. All voted in favor.

Submitted by:

George R. Saponaro, Esquire
Saponaro Law Group, Solicitor