

**From:** [REDACTED]  
**To:** [Luzerne County Council Members](#); [Lawrence, Sharon](#); [Crake-Lapsansky, Shannon](#); [Crocamo, Romilda](#)  
**Subject:** [EXTERNAL]: Public Comment on Agenda Item #1 - Hazzouri lease  
**Date:** Monday, January 10, 2022 1:22:32 PM

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Luzerne County Council members:

**I ask that my email be read into the record of public comment on agenda items for the January 11, 2022 voting meeting.**

My comment is regarding Agenda Item #1, the proposed lease of property to the Hazzouris.

Many of you, as brand new Council members, may not be aware that the proposed lease of this property was on the Council voting agenda in December and failed to be approved for several reasons. I encourage you to consider the following items and to vote against this proposal as it currently stands.

1. The County Council was apprised in 2021 of a tentative settlement agreement and we approved an agreement to purchase the property - but we were NEVER informed of any discussion of a lease of the property back to them for any period of time.
2. Luzerne County has made a concerted effort over the past 10 years to get OUT of property ownership. **When the County owns a property, not only is the County deprived of property tax income, but so is the municipality and the school district in which the property is located.** You will have noticed that we have repository sales and accept bids on parcels that are of interest to county residents, all with the idea that the County should not be a landlord or own property that could otherwise generate income for 3 government entities.

The proposal to purchase this property and then act as landlord is directly opposed to the goals of County government for the past many years.

3. Council's understanding prior to approving the purchase was that the County would purchase the property and then sell it in order to get the property onto the tax rolls.

The proposal of a lease arose at the last minute as the settlement agreement was ready to be approved. If this was part of the settlement talks, as it says in the new resolution, and Council was not informed of it prior to our initial approval of the settlement, then **the attorney who negotiated the agreement on behalf of the County and neglected to fully inform Council of all of its terms should be held liable for the lost tax revenue and all liabilities** associated with the County owning the property for any length of time beyond 2 months from the time of purchase.

4. While the current proposal for a term of between 12 and 16 months is an improvement over the original proposal for a 2 year lease, it is still an exceptionally long time to continue ownership and liability for the property. In any real estate transfer, the family would certainly need some time to vacate the premises, but **in no one's reality should it take a year or more to do so!**

5. Someone better ask the question about who is responsible for snow removal and grass cutting if the County is the landlord. Although the proposed agreement refers to upkeep and maintenance repairs, snow removal and landscaping work is the responsibility of a landlord unless specifically addressed in a rental agreement. There should be a specific listing of exactly what responsibilities are the tenants' and what are the County's - or else our already overworked Building and Grounds department will have new responsibilities.

6. The new proposed monthly "rent" payment on this property is higher than their original proposal of \$200/month, but is still ridiculously low. The property in question is valued at somewhere near

\$500,000. Using the 1% rule, where you lease a property for a monthly payment of 1% of its value - a common concept in real estate rentals - the monthly payment for a property like this should be around \$5,000. The proposed rental will not even come CLOSE to covering the lost property tax revenue as well as covering the insurance liabilities for a year or more. Flood insurance alone is probably in 5 figures. **It is enough that the County is taking the property off their hands; we should not be forced to take a further loss on the property while they take their time leaving it.**

In short, if the County must purchase this property, so be it - but under no circumstances should the County be a landlord for a year or more. My suggestion, if you are being told to approve this lease agreement, is to amend it to last no more than 2 months at a monthly rent of \$5,000, in order to give the current owners time to vacate. In the meantime, as soon as you purchase the property, put it on the market with a fixed closing date.

Thank you for your attention to these comments.

Linda Houck

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