LUZERNE COUNTY COUNCIL
VOTING SESSION
Video/Teleconference via TEAMS
June 23, 2020
6:01PM

5:00 PM EXECUTIVE SESSION (LITIGATION)

5:45 PM PUBLIC HEARING (REZONING)

6:01 PM VOTING SESSION CALL TO ORDER

PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

ROLL CALL

RECOGNITIONS & CEREMONIAL PROCLAMATIONS
Retirements:
Antonia T. Ardo, Office Administrator, District Attorney
Donna M. Mellner, Security, Sheriff
Bernard J. Miko, Corrections Officer, LCCF
Janice M. Teeple, Care Manager 2, Area Agency on Aging
Daniel G. Yursha, Detective, District Attorney

ADDITIONS TO/DELETIONS FROM VOTING SESSION AGENDA

ADOPTION OF VOTING SESSION AGENDA

MOTION TO SUSPEND BYLAWS REGARDING THE REQUIREMENT A MAJORITY OF THOSE PARTICIPATING IN THE MEETING MUST BE PHYSICALLY PRESENT AT THE MEETING.

MOTION TO SUSPEND BYLAWS REGARDING THE CONDUCT OF PUBLIC MEETINGS TO THE EXTENT THAT THE CURRENT FORMAT IS INCONSISTENT WITH THE TERM OF THE MANAGER’S EMERGENCY DECLARATION.

PUBLIC COMMENT ON VOTING SESSION AGENDA ITEMS
This is an opportunity for members of the public to address the Council on matters listed on the Agenda. Please refer to the Public Meetings Online page of County’s Website at https://www.luzernecounty.org/1279/Public-Meetings-Online for more information on how to participate in Public Comment via technology.
AGENDA ITEMS-CLERK OF COUNCIL
Motion to approve minutes of the June 09, 2020 Voting Session ........................................ pages 1-6

OLD BUSINESS

AGENDA ITEMS-COUNTY MANAGER
1. Motion to adopt resolution authorizing the County Manager to execute a Lease Agreement between Kingston Borough and Luzerne County for Magisterial District Court 11-01-05. ........................................................ pages 7-18
2. Motion to adopt resolution authorizing the County Manager to execute a Lease Agreement between Luzerne County and Luzerne County Domestic Relations ................................................................. pages 19-33
3. Motion to adopt resolution Approving the Settlement of Pending Litigation in the Matter of Rasheda Hammonds, as Administratrix of the Estate of Shaheen L. Mackey v. Luzerne County, et al........................................................ pages 34-36

AGENDA ITEMS-COUNTY COUNCIL
4. Motion to adopt Ordinance amending the Luzerne County Zoning Map To Re-Zone Three Parcels of Property totaling 2.83 acres in Ross Township from Mixed Zoning Districts of B-3, S-1, and A-1 Zones to Highway Business District (B-3) Zone................................................................. pages 37-39
5. Motion to adopt resolution committing a Local Match for State Operating Assistance for the Luzerne County Transportation Authority........ pages 40-44
6. Motion to adopt resolution committing a Local Match for State Operating Assistance for Hazleton Public Transit........................................ pages 45-47
7. Boards and Commissions Nominations and Appointments to:
   a. Luzerne County Forty Fort Airport Advisory Board (1) term to 12/31/2022 ..... page 48
   b. Luzerne/Wyoming Counties Drug and Alcohol Executive Commission
      (1) Criminal Justice term to 12/31/2022 ........................................... page 49
      (1) Elderly term to 12/31/2022......................................................... page 49
   c. Luzerne/Wyoming Counties Mental Health and Developmental Services Program Advisory Board (1) Education term to 12/31/2022 ................ page 50
   d. Luzerne/Wyoming Counties Area Agency on Aging Advisory Board
      (2) terms to 12/31/2022 ................................................................. page 51
   e. Luzerne County Cares Commission (6) terms to 12/31/2022 ............ pages 52-53
   f. Luzerne County Children & Youth Advisory Board (1) term to 12/31/2022 ..... page 54
   g. Luzerne County Accountability Conduct and Ethics Commission
      (1) Democrat term to 12/31/2023) ........................................... page 55
8. Motion to introduce ordinance amending Ordinance O-2020-03 Establishing the County Cares Commission........................................ pages 56-57
9. Motion to introduce ordinance regarding the implementation of a determined Property Tax Assessment for any property which is sold from the Luzerne County Repository........................................ pages 58-59
ADDITIONAL AGENDA ITEM-COUNTY MANAGER
10. Motion to adopt resolution requesting COVID-19 County Relief Block Grant funding from the Pennsylvania Department of Community & Economic Development

PUBLIC COMMENT ON NON-AGENDA ITEMS
This is an opportunity for members of the public to address the Council on matters not listed on the Agenda but which must be within the subject matter jurisdiction of the Council. Please refer to the Public Meetings Online page of County’s Website at https://www.luzernecounty.org/1279/Public-Meetings-Online for more information on how to participate in Public Comment via technology.

ADJOURNMENT
Luisterne County Council
June 09, 2020 Meeting
Video/Teleconference via TEAMS
Minutes

Call to Order
The Luzerne County Council convened for a Voting Session on June 09, 2020 at 6:03 PM via TEAMS Video/Teleconference. The meeting was called to order by Council Chair Tim McGinley.

Pledge of Allegiance and Moment of Silence

Roll Call
Present
Walter L. Griffith, Jr.
Harry Haas
Linda McClosky Houck
Lee Ann McDermott
Tim McGinley
Chris Perry
Kendra M. Radle
Sheila Saidman, Esq.
Robert Schnee
Stephen J. Urban
Matthew Vough

Also Present
C. David Pedri, Esq., County Manager
Romilda P. Crocamo, Chief County Solicitor
Vito DeLuca, Esq.
Sharon Lawrence, Clerk of Council

Vito DeLuca announced Council Held an Executive Session on Friday, June 5, 2020, via ZOOM at 11:00 AM to discuss matters related to litigation. The Executive Session was from 11:00 AM to approximately 12:40 PM.

Recognitions/Ceremonial Proclamations
None
Additions to/Deletions from Meeting Agenda
None

Adoption of Voting Session Agenda
Motion to Adopt Voting Session Agenda by: Mr. Griffith
Second: Ms. Radle
Vote:
Eleven (11) Ayes – Unanimous
Motion Passed (11-0)
The Voting Session Agenda is Adopted

Motions
Motion to suspend Bylaws regarding the requirement a majority of those participating in the meeting must be physically present by: Ms. Houck
Second: Mr. Griffith
Vote:
Eleven (11) Ayes – Unanimous
Motion Passed (11-0)

Motion to suspend Bylaws regarding the conduct of public meetings to the extent that the current format is inconsistent with the term of the Manager’s Emergency Declaration by: Ms. Radle
Second: Mr. Griffith
Vote:
Eleven (11) Ayes – Unanimous
Motion Passed (11-0)

Public Comment on Agenda Items
Mark Rabo (Hazleton) commented Verbally on the motion suspending the Bylaws with regard to the conduct of public meetings and asked the Solicitor for an opinion on information from the Office of Open Records. Mr. McGinley stated that was not a voting agenda item and directed Mr. Rabo to hold his comments/questions until the public comment at the end of the Meeting.

Motion to adopt Minutes of the May 26, 2020 Voting Session
Motion by: Mr. Schnee
Second: Mr. Perry
Vote:
Ten (10) Ayes by Mr. Griffith, Mr. Haas, Ms. Houck, Ms. McDermott, Mr. McGinley, Mr. Perry, Ms. Radle, Ms. Saidman, Mr. Schnee and Mr. Vough
One (1) Nay by Mr. S J Urban
Motion Passed (10-1)
The May 26, 2020 Voting Session Minutes are Adopted
OLD BUSINESS
Walter Griffith addressed:
  • Status of the Oaths of Office
  • Bidding regarding the contract for the printing of applications and ballots
  • Dominions charge for the paper ballots
  • Contracts for cleaning of the Polling Places
  • Asset Forfeiture
  • River Commons damage
  • Verizon phone bill for the Elections Bureau

Mr. Swetz and Ms. Crocamo responded

1. Motion to adopt resolution in Support of the Luzerne County Flood Protection Authority’s Grant Application for an Accelerated Levee System Evaluation Project
Motion by: Mr. Schnee
Second: Ms. Saidman
Roll Call Vote:
Eleven (11) Yes – Unanimous
Motion Passed (11-0)
Resolution is Adopted

2. Motion to adopt resolution declaring a Vacancy on the Luzerne County Board of Elections and Registration
Motion by: Mr. SJ Urban
Second: Ms. Houck
Roll Call Vote:
Eleven (11) Yes – Unanimous
Motion Passed (11-0)
Resolution is Adopted

3. Motion to adopt resolution Appointing a County Council Member to the County Cares Commission
Motion by: Ms. Saidman
Second: Mr. Haas
Mr. Vough provided an update on the County Cares Commission and stated the proposed Bylaws require three (3) members of Council and six (6) members of the public to be on the Commission.
Council asked questions and Mr. Vough responded. Further questions and discussion took place among Council Members.

Motion to Open Nominations by: Mr. Griffith
Second: Mr. SJ Urban
Vote:
Eleven (11) Ayes - Unanimous
Nominations Open
Ms. McDermott nominated: Matt Vough  
Second: Ms. Houck  
Mr. Griffith nominated: Stephen J. Urban  
Second: Ms. Houck  
Mr. Schnee nominated: Kendra Radle  
Second: Mr. SJ Urban  
Ms. Radle nominated: Chris Perry  
Second: Ms. Saidman  
Motion to Close Nominations by: Mr. Haas  
Second: Mr. Griffith  
VOTE: Eleven (11) Ayes - Unanimous  
Nominations Closed

Mr. McGinley stated there are 4 nominations and 3 seats. Ms. Houck reviewed the process and that each seat needs to be voted on separately, one at a time.

SEAT 1  
Roll Call Vote (1 name):  
Mr. Griffith: Urban  
Mr. Haas: Vough  
Ms. Houck: Vough  
Ms. McDermott: Vough  
Mr. McGinley: Vough  
Mr. Perry: Vough  
Ms. Radle: Vough  
Ms. Saidman: Vough  
Mr. Schnee: Vough  
Mr. Stephen J. Urban: Vough  
Mr. Vough: Perry  
Results:  
Vough 9  
Urban 1  
Perry 1  
Matt Vough is selected for SEAT 1

SEAT 2  
Roll Call Vote (1 name):  
Mr. Griffith: Urban  
Mr. Haas: Radle  
Ms. Houck: Radle  
Ms. McDermott: Radle  
Mr. McGinley: Radle  
Mr. Perry: Radle  
Ms. Radle: Radle  
Ms. Saidman: Radle  
Mr. Schnee: Radle  
Mr. Stephen J. Urban: Radle  
Mr. Vough: Radle
Results:
Radle 10
Urban 1
Kendra Radle is selected for SEAT 2

SEAT 3
Roll Call Vote (1 name):
Mr. Griffith: Urban
Mr. Haas: Urban
Ms. Houck: Urban
Ms. McDermott: Perry
Mr. McGinley: Perry
Mr. Perry: Urban
Ms. Radle: Perry
Ms. Saidman: Perry
Mr. Schnee: Perry
Mr. Stephen J. Urban: Urban
Mr. Vough: Perry
Results:
Perry 6
Urban 5
Chris Perry is selected for SEAT 3

Motion to adopt resolution Appointing Matt Vough to the County Cares Commission by: Ms. Radle
Second: Ms. Saidman
Roll Call Vote:
Eleven (11) Yes – Unanimous
Resolution is Adopted (11-0)

Motion to adopt resolution Appointing Kendra Radle to the County Cares Commission by: Mr. Schnee
Second: Ms. Saidman
Roll Call Vote:
Eleven (11) Yes – Unanimous
Resolution is Adopted (11-0)

Motion to adopt resolution Appointing Chris Perry to the County Cares Commission by: Mr. Schnee
Second: Ms. Saidman
Roll Call Vote:
Eleven (11) Yes – Unanimous
Resolution is Adopted (11-0)
4. Motion to approve the new ABC Application (adding County Cares Commission)
Motion by: Ms. McDermott
Second: Mr. Perry
Vote:
Eleven (11) Ayes – Unanimous
Motion Passed (11-0)
Application is Approved

Public Comment on Non-Agenda Items:
Due to COVID-19 all meetings are currently held via Video/Teleconference.
WRITTEN comments are submitted electronically via EMAIL or TEAMS. A copy of the
full written comment for each speaker is posted under the corresponding meeting agenda.
VERBAL comments, in their entirety, can be heard by accessing the public comment
portion of the meeting recording posted next to the meeting agenda.

Mark Rabo (Hazleton) commented Verbally on the Office of Open Records guidance
pertaining to the conduct of Meetings.

Brian Shiner (Kingston) commented Verbally on the Executive Session litigation.

Ron Knapp (Nanticoke) commented Verbally on the current meeting venue, ZOOM, and the
Forty-Fort soccer fields rest room facilities.

Motion to Adjourn: Mr. Griffith
Second: Ms. Radle
Vote:
Eleven (11) Ayes – Unanimous
Meeting Adjourned at 6:48 PM

Respectfully Submitted,
Sharon Lawrence
Clerk of Council

* Audio of this meeting can be found in its entirety on the County Council webpage
   http://www.luzernecounty.org/county/luzerne-county-council or by contacting the Office of the
   Clerk of Council at (570) 825-1634 or via email to sharon.lawrence@luzernecounty.org
AGENDA SUBMITTAL TO LUZERNE COUNTY COUNCIL

ITEM TITLE
Consider adoption of a Resolution authorizing the County Manager to execute a Lease Agreement between Luzerne County and Kingston Borough for premises located at 500 Wyoming Avenue, Kingston, Pennsylvania, 18704.

COUNCIL MEETING DATE
Voting Session
June 9, 2020

AGENDA NUMBER

Dept: Office of Law
Contact: Romilda Crocamo
Phone: 570-825-1598

SUMMARY:

Court Administration recommends that Council approve a Resolution [Attachment A] authorizing the County Manager to execute the attached Lease Agreement [Attachment B] with Kingston Borough for the property at 500 Wyoming Avenue, Kingston, Pennsylvania, 18704, to be used as the offices of Magisterial District Court 11-01-05. The Court of Common Pleas is in agreement with the proposed Lease Agreement.

FINANCING:

Luzerne County Court Administration Budget.

DISCUSSION:

The current lease for Magisterial District Court 11-01-05 at 500 Wyoming Avenue, Kingston, Pennsylvania, 18704 expired on December 31, 2015.

The renewed Lease Agreement will have a term of two (2) years. The County may elect to renew the Lease Agreement for two (2) additional terms of two (2) years. The total rent costs to the County is as follows:

    July 1, 2020 through June 30, 2021: $2,000.00 per month
    July 1, 2021 through June 30, 2022: $2,000.00 per month
    July 1, 2022 through June 30, 2023: $2,000.00 per month (if elected)
    July 1, 2023 through June 30, 2024: $2,000.00 per month (if elected)
    July 1, 2024 through June 30, 2025: $2,000.00 per month (if elected)
    July 1, 2025 through June 30, 2026: $2,000.00 per month (if elected)

ALTERNATIVES:

County Council may decline to authorize the County Manager to enter into this Lease Agreement. This is not recommended because the current lease expired on December 31, 2015.
ATTACHMENT A: Proposed Resolution
ATTACHMENT B: Lease Agreement
RESOLUTION R-2020-_____  
LUZERNE COUNTY COUNCIL  

A Resolution by the Luzerne County Council Authorizing the County Manager to  
Execute a Lease Agreement Between Kingston Borough and Luzerne County for  
Magisterial District Court 11-01-05  

WHEREAS, Luzerne County Council has authority to approve of all leases concerning real  
property; and  

WHEREAS, Luzerne County currently leases property located at 500 Wyoming Avenue,  
Kingston, Pennsylvania, 18704 for use in connection with the operations of Magisterial District Court  
11-01-05; and  

WHEREAS, the current lease agreement for this property expired on December 31, 2015; and  

WHEREAS, the renewed Lease Agreement will have a term of two (2) years with two (2) options  
to renew for two (2) years; and  

WHEREAS, the monthly rental cost for the total space will range from $2,000.00 (2020) to  
$2,000.00 (2026 – if elected); and  

Whereas the 11th Judicial District (Court of Common Pleas) concurs and recommends the  
adoption of the Lease Agreement.  

NOW, THEREFORE, BE IT RESOLVED, the Luzerne County Council authorizes the County  
Manager to execute a lease agreement between Kingston Borough for the use of the property located  
at 500 Wyoming Avenue for Magisterial District Court 11-01-05 for a term of July 1, 2020 through  
June 30, 2022 at a rate of $2000.00 per month.  

This Resolution shall become effective six days after adoption.  

ROLL CALL VOTE:  
AYES-  
NAYS-  

ADOPTED at a meeting of Luzerne County Council held on _________________, 2020.  

LUZERNE COUNTY COUNCIL  

By: ___________________________  
Tim McGinley, Chairman  

ATTEST: ___________________________  
Sharon Lawrence, Clerk of Council  

C. David Pedri, Esq., County Manager
**Article 1. Parties**

**THIS LEASE AGREEMENT,** entered into this _____ day of June, 2020, between Municipality of Kingston, a political sub-division of the Commonwealth of Pennsylvania, with its principal place of business 500 Wyoming Avenue, Kingston, Pennsylvania, 18704 (hereinafter called "LESSOR") and Luzerne County, a political sub-division of the Commonwealth of Pennsylvania, having its principal office at 200 North River Street, Wilkes-Barre, Pennsylvania, 18711 (hereinafter called "LESSEE").

**R-E-C-1-T-A-L-S**

**WHEREAS,** LESSOR is the owner of the premises located at 500 Wyoming Avenue, Kingston, Luzerne County, Pennsylvania, and desires to rent the space located thereon/therein to LESSEE for use as government office space, more specifically for the exclusive use by Magisterial District Court 11-1-05 and such other County uses as LESSOR deems appropriate; and

**WHEREAS,** LESSEE desires to rent same;

**NOW, THEREFORE,** the parties hereto, intending to be legally bound hereby, do agree as follows:

**Article 2. Demise, Description, Use and Premises**

LESSOR hereby leases to LESSEE, who hereby leases from LESSOR, the demised premises located at the Kingston Municipal Building, Kingston, Pennsylvania, consisting of approximately one-thousand five hundred and ninety-three (1,593) square feet of said space, on the second floor of said location, to be occupied and used for the doings of all things necessary and incidental to LESSEE's business (said space hereinafter called "leased premises" or "demised premises"), for the term of two (2) years commercial as set forth in Article 3 herein and continuing until terminated as provided herein for the minimum annual rentals as set forth in Article 4 hereof.

**Article 3. Terms and Use**

If renovations are not applicable to this lease, the date beginning the term shall be in accordance with the date indicated in the approved motion by the Luzerne County Commissioners.

The term of this lease is as follows:

- July 1, 2020 Thru June 30, 2021
- July 1, 2021 Thru June 30, 2022

**Article 4. Rental**

LESSEE agrees to pay LESSOR at such place as the LESSOR shall designate from time to time, in writing, as rent for the leased premises, the minimum annual sum of twenty-four thousand ($24,000.00) DOLLARS, for the initial two-year term of this Lease, payable without demand and without setoff or deduction.

The rent provided for herein shall be paid in monthly installments of two thousand
Should the LESSEE take possession of the premises in accordance with the terms of Articles 2 and 3 of this Lease in the middle of any month (or terminate the lease in the middle of any month), the rent for said month shall be prorated on a daily basis using a thirty (30) day month.

Article 5. Tenant Maintenance

LESSEE shall be responsible for all costs associated with communications, telephone and television service, if applicable, to the demised premise. These assignments of costs apply only to service authorized and ordered by the LESSEE to the entity providing the service. LESSOR shall not be responsible for any of these charges but shall also not claim any expenditures for reimbursement associated with these services from the LESSEE.

Article 6. Taxes

LESSOR shall be responsible for all real estate taxes associated with the demised premises. LESSOR shall also be responsible for all fire and boiler insurance for the demised premises. LESSEE shall provide for its own contents insurance located upon the demised premises.

Article 7. Insurance

LESSOR at its respective cost and expense, shall carry general public liability insurance, insuring both LESSOR and LESSEE against personal injuries in the amount of at least Two Million and 00/100 ($2,000,000.00) DOLLARS, and not less than One Hundred Thousand and 00/100 ($100,000.00) DOLLARS for damage to property. LESSOR shall, prior to delivery of possession, deliver to LESSEE a certificate of the insurance company (or an acceptable substitute) issuing such insurance evidencing such coverage, which shall contain a statement to the effect that such coverage may not be canceled without at least thirty (30) days prior written notice to the LESSEE. Such insurance shall in addition cover any loss or damage occurring as a result of any alterations or improvements or additions made by LESSEE. If LESSOR shall fail to insure as herein required or shall fail promptly to furnish to LESSEE satisfactory evidence of such insurance or of the renewal thereof before its expiration, LESSEE may from time to time obtain such insurance for its benefit, the cost of which shall be recoverable from the LESSOR on demand.

Article 8. Alterations and Surrender of Premises

LESSEE covenants and agrees that it will not make any structural change(s) without the LESSOR's written consent, which shall not be unreasonably withheld, and without first providing LESSOR with at least ten (10) days written notice of the proposed change(s) outlining the change(s) in detail.

The LESSEE further covenants that it will not proceed with said change(s) until written approval is received from the LESSOR or at least ten (10) days have elapsed since the LESSOR was notified of the proposed change(s). LESSEE will not in any manner deface or injure the demised premises or any part thereof, and will return the premises promptly to the LESSOR upon termination of this lease. LESSOR, if changes have been approved, shall accept the demised premises, with the approved changes, in as good condition as the same are now in, including the changes made over the term of this lease, loss by fire or other hazard and by ordinary wear and tear excepted.

Article 9. Fixtures and Personal Property

Any trade fixtures, equipment and other property installed in or attached to the demised premises by or at the expense of the LESSEE shall remain the property of the LESSEE and the LESSOR agrees that the LESSER shall have the exclusive right at any time and from time to time to remove any and all of its trade fixtures, equipment and other property which it
may have stored upon or affixed to the demised premises; provided, however, that in the event of such removal, LESSEE shall restore the premises to substantially the same condition in which the premises were at the time LESSEE took possession, loss by fire or other hazard and by ordinary wear and tear excepted.

Article 10. Utilities

LESSOR hereby agrees to pay any and all charges made by any public or private utility company for services furnished to LESSEE including, but not limited to, all costs for electricity, sanitary sewer, potable and fire water, natural gas, fuel oil, heating and air conditioning. LESSOR shall also be solely responsible for the operation, maintenance, repair and replacement of all equipment associated above that provide service to the demised premises in whole or in part, including all costs.

Article 11. Services/Operating Expenses

LESSOR hereby agrees to pay any and all charges made by any public or private entity for the following services:

- Building Security (if applicable)
- Municipal Solid Waste Removal
- Hazardous Waste Disposal (if applicable)
- Janitorial Services (within the interior of the demised premises and all common areas) at the end of each and every business day. Janitorial services must be provided during the day for any common areas shared between LESSEE and other tenants in the demised premises.
- Janitorial Services for the exterior of the entire demised premises each and every business day
- Snow and winter material removal (as set forth in Article 24)
- Complete building maintenance
- Fire alarm service
- Smoke alarm service
- Elevator service
- Sprinkler service
- HVAC service
- All permits, inspections, certifications and application fees necessary for the legal and/or safe operation of the demised premises
- Window cleaning service
- Pest control service
- Common Area entrance carpeting service

Article 12. Assignment and Subletting

This article does not apply to this lease agreement.

Article 13. Lessor's Default

If LESSOR defaults in the performance of any term, covenant, or condition required to be performed by it under this LEASE, LESSEE may elect either one of the following:

(a) After not less than ten (10) days’ notice to LESSOR, LESSEE may remedy such default by any necessary action, and in connection with such remedy may pay expenses and employ counsel. All reasonable sums so expended or obligations incurred by LESSEE in connection therewith shall be paid by LESSOR to LESSEE on demand; and, on failure of such reimbursement, LESSEE may, in addition to any other right or remedy that LESSEE may have, deduct the costs and expenses thereof from rent subsequently becoming due hereunder; or

(b) Elect to terminate this Agreement by giving at least ten (10) days notice to LESSOR of such intention, thereby terminating this Agreement on the date
Article 14. Lessee's Default

If LESSEE shall allow the rent to be in arrears more than thirty (30) days after written notice of such delinquency, or shall remain in default under any other condition of this LEASE for a period of thirty (30) days after written notice from LESSOR, or should any person other than LESSEE secure possession of the premises, or any part thereof, by operation of law in any manner whatsoever, LESSOR may, at its option, without notice to LESSEE, terminate this LEASE; or, in the alternative, LESSOR may reenter and take possession of said premises and remove all persons and property therefrom, without being deemed guilty of any manner of trespass, and relet the premises or any part thereof, for all or any part of the remainder of said term, to a party satisfactory to LESSOR; plus the LESSEE will reimburse the reasonable expense of reletting to the LESSOR.

Article 15. Option to Renew

LESSEE shall have the right to renew or extend this lease agreement, under the same terms and conditions as appear herein, including, but not limited to, the same lease rates for the renewal term(s):

Optional Renewal Term 1
- July 1, 2022 Thru June 30, 2023
- July 1, 2023 Thru June 30, 2024

Optional Renewal Term 2
- July 1, 2024 Thru June 30, 2025
- July 1, 2025 Thru June 30, 2026

LESSEE shall have the right to exercise any option to renew or extend this lease agreement, provided the LESSEE delivers written notice to renew or extend this lease agreement within 10 calendar days of the expiration of the then current initial base term or lease renewal term. Notification to renew shall be in accordance with Article 18. Rates for all renewal terms shall be in accordance with Article 4.

Article 16. Quiet Enjoyment

So long as LESSEE shall perform and observe all of the conditions of this lease on LESSEE's part to be performed and observed, the LESSEE shall have quiet, peaceful, and uninterrupted possession of the demised premises.

Article 17. Most Favorable Conditions

LESSOR agrees that should any more favorable conditions be included in any other leases entered into between LESSOR and any other tenant within the property limits, during the life of this lease, pertaining particularly to the rate of rentable square foot, or to other conditions in general, these same conditions are made a part of this lease.

Article 18. Notices

All notices provided or permitted to be given under this Agreement shall be given by certified or registered mail, addressed to the proper party, at the following address:
Article 19. Termination

This lease can be terminated by either partying notifying the other at least sixty (60) days in advance, prior to separation. The notification will be in accordance with Article 18.

Article 20. Obligations of Successors

The LESSOR and LESSEE agree that all the provisions, hereof, shall bind and inure to the benefit of both parties, hereto, their respective heirs, legal representatives, successors and assigns.

Article 21. Captions

The captions throughout this lease are inserted as a matter of convenience, only, and in no way confine, limit, or describe the scope of the intent of any Article of this lease.

Article 22. Renovations

No renovations are applicable to this lease agreement.

Article 23. Parking Easement

Throughout the term of this Lease, including any extensions or renewals of the Lease, LESSEE's agents, employees, suppliers, invitees, guests, customers and clients have the right to use the area marked "Parking Lot" on Exhibit B, attached to and incorporated into this Lease, approved by LESSOR and LESSEE who will indicate their approval by signing and dating each page of said exhibit, for vehicular parking and ingress to and egress from the leased Premises, under the terms and conditions set forth below. This right constitutes an exclusive easement during the term of this lease.

(a) Vehicles may be parked only in spaces designated by LESSOR as parking spaces, either by painting lines or otherwise as LESSSOR deems fit.

(b) Use of the parking lot by officers, agents, employees, suppliers, invitees, guests, customers and clients must be in accordance with reasonable rules and regulations adopted by LESSOR and communicated to LESSEE by written notice.

(c) The parking lot shall accommodate at least twenty vehicles; each of which shall have direct and immediate access to public streets.
LESSOR hereby agrees and shall during the term (or any extended term) of this LEASE do or perform the following:

1. Furnish sufficient light to the exterior of the building and to the adjacent parking lot.
2. Provide LESSEE with a sufficient number of keys to the outer doors of the building.
3. Place LESSEE in quiet possession of the leased premises and shall secure LESSEE in quiet enjoyment thereof against all persons lawfully claiming the same during the entire lease term and any extensions thereof.
4. Be liable and responsible for any and all service and operating costs, maintenance and repairs as set forth in Article 11 of this Lease.
5. Be liable and responsible for any and all utility costs as set forth in Article 10 of this Lease.
6. Provide parking as set forth in Article 23 of this lease in accordance with this lease and all federal, state and local laws and ordinances having jurisdiction.
7. Remove snow and all winter hazards within the exterior common areas of the leased premises and the entire parking easement within 12 hours after storm termination as officially determined at the Wilkes-Barre/Scranton International Airport. During the storm, LESSOR operations shall be to periodically remove all snowfall and/or ice accumulations necessary to maintain safe ingress and egress to and from the leased premises during business hours. Failure by the LESSOR to conduct operations as set forth in this paragraph may result in the LESSEE removing snow and/or ice and incurring the associated charges. All incurred charges by LESSEE shall be reimbursed by LESSOR on demand within 30 days of receipt.
8. Indemnify and save harmless LESSEE from and against any and all matters, claims, damages, losses, costs and charges whatsoever occasioned to or suffered by or imposed upon LESSEE or its property (either directly or indirectly in respect to any matter or thing in consequence of or in connection with or arising out of LESSOR’S property and/or any use by others of the property).

Article 25. Lessee’s Covenants

LESSEE hereby agrees and shall, during the term (or any extended term or renewal) of this LEASE do or perform the following:

1. Reimburse LESSOR for any and all repairs to the building resulting from damage caused by LESSEE, its employees, servants or agents.
2. Allow LESSOR or its agents, with or without workmen or others, at any reasonable time during the said term to enter upon the leased premises and view the state and condition thereof and shall serve on the LESSEE at the leased premises notice in writing of any defect requiring the LESSEE, within a reasonable time, to repair the same in so far as the LESSEE is bound to do by the terms of this LEASE, provided LESSEE is given at least one (1) business days’ notice prior to the visit and LESSEE agrees that the repair is valid.
3. Allow LESSOR to maintain or make changes, additions, or repairs to pipes, conduits, ducts or other installations in the leased premises where necessary to serve other premises in the building, but so as not to interfere materially with the use and enjoyment of the leased premises and making good any damage to the leased premises so caused.

Article 26. Destruction of Premises

In the event of the total destruction of the building, this LEASE shall
"Total Destruction" shall mean such damage to the building of which the leased premises is a part as cannot be repaired within thirty (30) days of the date of the destruction. The Certificate of the LESSOR'S Architect or Engineer as to the length of time within which the LESSOR could repair, subject to the approval of the Luzerne County Engineer, is conclusive and binding upon both the LESSOR and the LESSEE for the purpose hereof.

In the event of the partial destruction of the building then if, in the opinion of the LESSOR'S Architect or Engineer, subject to the approval of the Luzerne County Engineer, the destruction is such that the leased premises cannot be used for the LESSEE'S business until repairs have been made, the rent shall abate in the proportion that the part of the leased premises rendered unusable bears to the whole of the leased premises, at the sole discretion of Luzerne County, until the repair has been made.

"Partial Destruction" shall mean any damage to the building which renders all or any part of such building unfit for use by its occupants for a period up to thirty (30) days, but which damage is less than "total destruction" as defined above. The Certificate of the LESSOR'S Architect, subject to the approval of the Luzerne County Engineer, as to the extent of the unfitness shall be conclusive and binding upon both LESSOR and LESSEE for the purpose hereof.

In the event of partial destruction as hereinbefore defined, or of damage less than partial destruction, the LESSOR covenants with the LESSEE to repair and substantially restore the leased premises. The LESSOR shall pay for the cost of such repairs and restoration provided. LESSOR covenants to LESSEE that LESSOR will not move or remove any of the LESSEE'S possessions until approval is granted by the LESSEE in writing, which shall not be unreasonably withheld.

All partial or total destruction notices must be received in writing by LESSOR to LESSEE within 24 hours of the loss. Failure to notify will be immediate cause for termination of this lease by LESSEE without further obligation to LESSOR.

Article 27. Eminent Domain

If at any time during the term (or any extended or renewed term) of this LEASE, title is taken by the right or exercise of condemnation, expropriation or otherwise to the whole or portion of the building of which the leased premises are a part (whether or not including the leased premises), the LESSOR may, at its option, give notice to the LESSEE terminating this LEASE on the date stated in the notice. Upon such termination, the LESSEE shall immediately surrender the leased premises and all its interests therein to the LESSOR (subject to the time allowed by federal or state law prescribed by the agency enforcing the eminent domain action), or to the expropriating authority, as the law and circumstances may require, and the rent shall abate and be apportioned to the date of the termination and the LESSEE shall forthwith pay to the LESSOR the apportioned rent and all other amounts which may be due to the LESSOR up to the date of termination. The LESSEE shall have no claim upon the LESSOR for the value of the unexpired term of this LEASE, but the parties shall each be entitled to receive and retain such compensation as may be awarded to each respectively. If an award for compensation made to the LESSOR specifically includes an award for the LESSEE, the LESSOR will pay over same to the LESSEE within five (5) days of receipt of said funds.

Article 28. Pennsylvania Law to Apply

This Agreement shall be construed under and in accordance with the laws of the Commonwealth of Pennsylvania and all obligations of the parties created hereunder are
Article 29. Legal Construction

In case any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof and this Lease shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

Article 30. Brokerage

The parties represent and warrant that they have dealt directly with one another so as not to give rise to any valid claim for brokerage commission.

Article 31. Amendment

No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and be duly executed by the parties hereto.

Article 32. Rights and Remedies Cumulative

The rights and remedies provided by this LEASE are cumulative and the use of any one right or remedy by either party shall not preclude or waive their right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Article 33. Waiver of Default

No waiver by the parties hereto of any default or breach of any term, condition, or covenant of this Lease shall be deemed to be a waiver of any other breach of the same or any other term, condition, or covenant contained herein.

Article 34. Excuses

Neither LESSOR nor LESSEE shall be required to perform any term, condition, or covenant in this Lease so long as such performance is delayed or prevented by any acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, or any other cause not reasonably within the control of the parties.

Article 35. Time of Essence

Time is of the essence of this Agreement.

Article 36. Binding of Successors

This Agreement shall be binding on and shall inure to the benefit of Successors and Assigns of the parties hereto.
IN WITNESS WHEREOF, the undersigned hereto execute this Lease Agreement as of the day and year above written.

ATTEST:                                LESSEE:

__________________________________    BY: ____________________________

ATTEST:                                LESSOR:

__________________________________    BY: ____________________________

C. David Pedri
County Manager

County Council Approval via Resolution#__________ passed on ________________2020.
ITEM TITLE
Consider adoption of a Resolution authorizing the County Manager to execute a Lease Agreement between Luzerne County and Luzerne County Domestic Relations for premises located at 113 West North Street, Wilkes-Barre, PA 18711.

COUNCIL MEETING DATE
Voting Session June 9, 2020

AGENDA NUMBER

Dept: Office of Law
Contact: Romilda Crocamo
Phone: 570-825-1598

SUMMARY:
Court Administration recommends that Council approve a Resolution [Attachment A] authorizing the County Manager to execute the attached Lease Agreement [Attachment B] with Luzerne County for the property at 113 West North Street, Wilkes-Barre, Pennsylvania, 18711, to be used as the offices of Luzerne County Domestic Relations. The Court of Common Pleas is in agreement with the proposed Lease Agreement.

FINANCING:
Luzerne County Court Administration Budget.

DISCUSSION:
The current lease for Luzerne County Domestic Relations at 113 West North Street, Wilkes-Barre, Pennsylvania, 18711 expires on December 31, 2020.

The Lease Agreement provides the County with an option to renew the Lease under the same terms, covenants, and conditions currently in force, for a further period of a one (1) year term. The total rent costs to the County is as follows:

January 1, 2021 through December 31, 2021: $33,788.25 per month

ALTERNATIVES:
County Council may decline to authorize the County Manager to enter into this Lease Agreement. This is not recommended because the current lease expires on December 31, 2020.
ATTACHMENT A: Proposed Resolution
ATTACHMENT B: Lease Agreement
RESOLUTION R-2020-
LUZERNE COUNTY COUNCIL

A Resolution by the Luzerne County Council Authorizing the County Manager to Execute a Lease Agreement Between Luzerne County and Luzerne County Domestic Relations.

WHEREAS, Luzerne County currently leases property 113 West North Street, Wilkes-Barre, for Luzerne County Domestic Relations; and

WHEREAS, the lease renewal was renegotiated for an additional term of one (1) year with rent of $33,788.25 per year for a total rent of $405,459.00 per year;

NOW, THEREFORE, BE IT RESOLVED, the Luzerne County Council authorizes the County Manager to execute a lease agreement Luzerne County and Luzerne County Domestic Relations for a term of January 1, 2020 through December 31, 2020 at a rate of $33,788.25 per month.

This Resolution shall become effective six days after adoption.

ADOPTED at a meeting of the Luzerne County Council held on June , 2020.

LUZERNE COUNTY COUNCIL

BY: ______________________________
    Tim McGinley, Chairman

ATTEST: _________________________
    Clerk of Council

C. David Pedri, County Manager
LEASE

THIS LEASE made as of the 1st day of January 2020, between the LUZERNE COUNTY ("Landlord"), a Pennsylvania and Luzerne County Domestic Relations (the "Tenant") a branch of the Luzerne County Court System, having a principal place of business at 113 West North Street, Wilkes-Barre, PA.

WITNESSETH:

1. Premises. The Landlord hereby leases to the Tenant, on the terms and conditions hereinafter set forth, space in the Luzerne County Brominski Building, situated at 113 West North Street, Wilkes-Barre, PA (the "Building"), the portion subject to this Lease being more particularly described in Exhibit "A-1" attached hereto (the "Premises"), which is described as Zone A, but excludes rooms A107, A119, A121, A128, and the restrooms, together with the nonexclusive right to use, in common with the Landlord and other tenants of the Landlord, the parking lot of the Building, all exterior walk-ways and access areas, and the interior corridors, restrooms, elevators, stairs, lobbies, walk-ways, within the Building, and all other common areas of the Building (the "Common Areas").

2. Term.

   (a) Initial Term. The Landlord hereby leases the Premises to the Tenant for a period of 1 year commencing on January 1, 2020, and expiring on December 31, 2020, the "Initial Term").

   (b) Renewal. Unless either party hereto shall give to the other written notice for removal at least six (6) months prior to the end of said term, this lease shall continue upon the terms, covenants and conditions then in force, for a further period of a one (1) year term, at the rental rate of Thirty Three Thousand Seven Hundred Eighty Eight and Twenty Five Cents Thousand Dollars ($33,788.25) per month aggregating to ($405,459.00) per term, and so on from one (1) year term to (l) year term, until terminated by either party hereto giving to the other at least six (6) months written notice for removal prior to the expiration of the then current term. Any notice given by Lessee to Lessor must be given by registered mail and as against Lessor, the only admissible evidence that notice has been given by Lessee shall be a registered return receipt signed by Lessor or its agent. This Lease Agreement is Reviewable and Renewable annually based upon the CSCAP Cost of Ownership for Luzerne County, copy attached.

3. Rent.

   (a) Rental Amount. The Tenant shall pay to the Landlord without set-off, demand or deduction of any kind whatsoever, an annual rent for the lease year during the Initial Term. The Term Rental amount shall $33,788.25. The Annual Rent during the Initial Term shall be $405,459.00.
(b) **Monthly Payments.** The Annual Rent shall be payable in twelve (12) monthly installments of $33,788.25. The rent is due at Luzerne County Accounts Payable such other place as the Landlord may from time to time designate.

(c) **Payment Term Rent and Added Rent.** In consideration of the rents to be paid and the terms, covenants and conditions of this Lease, Landlord hereby leases to the Tenant the above-described premises. The Term of this Lease shall be as specified above, beginning and ending on the dates specified. The payment for each month must be paid in advance on the first day of the month at the Landlord's address which is 200 North River Street, Wilkes –Barre, Pennsylvania. Landlord need not give notice to Tenant to pay the rent. Rent must be paid in full and no amount may be subtracted from it for any reason.

Rent received at the office of the Landlord after the fifth of the month in which it was due will be subject to a late fee. The late fee will be calculated at one and one quarter percent (1 1/4 %) of the balance of the rent due the Landlord in the current and any previous month as of the tenth of the current month. The late fee shall be considered additional rent.

Rents mailed via the United States Postal Service which are postmarked on or before fifth of the month, shall be considered to be received on time.

Tenant may be required to pay other charges to Landlord under the terms of this Lease, which will be called "Added Rent". This Added Rent is payable as rent together with the next monthly rent due. If Tenant fails to pay the Added Rent on time, the Landlord shall have the same rights against the Tenant as if Tenant failed to pay the rent. Payment of rent in installments is for Tenant's convenience only. If Tenant defaults, Landlord may give notice to Tenant that Tenant may no longer pay rent in installments and the entire rent for the remaining part of the Term will then be due and payable.

(d) **Escalation of Rent during the term.** The term operating expenses as used herein shall mean and include all expenses incurred and payable by the Landlord in the operation, maintenance, repair and management of the land and premises described hereto, being expenses that are ordinarily chargeable against income in accordance with good accounting practice and without restricting the generality of the foregoing shall include:

(i) All taxes, rates, and assessments, whether general or special levied or assessed for municipal, school or other purposes or levied or assessed by any lawful government authority for such purposes with respect to the said lands and premises but excluding taxes on income or profits.

(ii) Fuel expenses incurred in heating, ventilating and air conditioning the building.

(iii) Utility expenses, gas, water rates and sewer rates.
Electric power and lighting expenses.

In the event that such operating expenses in any subsequent calendar year shall exceed the operating expenses for the year 2020 the Tenant shall pay as additional rent his proportionate share of the excess, such share being 20% of the said excess, subject to a proportionate adjustment if the Tenant did not occupy the premises during the whole of such subsequent calendar year. Any amount payable by the Tenant under this clause shall be deemed to be rent and shall be collectible and be paid as additional rent within 30 days after demand by the Landlord.

In the event of a dispute as to any amount payable under this clause the certificate of a Certified Public Accountant appointed by the Landlord shall be conclusive and binding upon the Tenant and Landlord.

4. Use of Premises.

(a) Permitted Use. Tenant may use the Premises to operate and conduct its business and related purposes. Tenant shall comply with all applicable laws in the conduct of its business and its use of the Premises. Luzerne County Domestic Relations provides public services that include child and spousal support collections for Luzerne County residents.

(b) Use of Common Areas. Restrooms, stairs, hallways, lobbies, parking lots, exterior walkways and access areas, and other common areas of the Building shall be for the use of the Tenant. Tenant and its officers, employees, agents, and invitees will use such common areas in a reasonable and orderly manner in cooperation with all other tenants and their officers, employees, agents and invitees.

(c) Uses of Other Areas. Tenant use of the lecture hall, classrooms, breakout rooms, and boardrooms will be at the discretion of the Landlord. Additional charges may apply, which shall be deemed added rent.

(d) Waste, Nuisance, or Illegal Uses. Tenant shall not use or permit the use of the Premises in any manner that results in waste of the Premises, or constitutes a nuisance or violates any statute, ordinance, rule, or regulations applicable to the Premises or for any illegal purpose or cause any lien, charge or other encumbrance to be imposed on the Premises or any portion thereof.

5. Compliance with Laws. The Tenant shall comply with the requirements of all duly constituted public authorities and with the terms of all statutes, rules, ordinances, orders and regulations of any federal, state and local authority, which are applicable to the Tenant's use, and occupation of the Premises.

6. Condition of Premises. The Tenant accepts the Premises and Common Areas in their present condition and acknowledges that the Landlord has no obligation to make
repairs or perform any work required to adapt the Premises to the Tenant's use except as listed in 6(a) below.

(a) The Landlord shall not perform any improvements to the leased area.

(b) The Tenant, at its sole expense, may undertake the following alterations and improvements to the premises with the written permission of Landlord. Any alterations or improvements to the premises that are attached to the building, whether at Landlord or Tenant expense, shall become a part of the building and the property of the Landlord. However, at the termination of the lease or any extension thereof, upon notice from the Landlord, Tenant shall remove any improvements added under this lease, or reverse any alterations and return the leased premises to the Landlord in its original condition, normal wear and tear excepted.

7. Access and Operating Hours. The Tenant shall permit the Landlord (and all agents, representatives and employees of the Landlord) to enter upon the Premises at all reasonable times during regular business hours with prior notification to Tenant except in the case of an emergency to inspect the Premises and to exhibit the same to prospective purchasers, mortgagees and tenants, appraisers, and assessors, and shall permit such entry at any time as required to make repairs that are the obligation of the Landlord and for any other business purpose or emergency.

The Building operating hours are 8:00am-4:30pm. Monday through Friday. The Building will be closed on Saturday and Sunday and the following Holidays: New Year’s Day, Memorial Day, Independence Day (July 4), Labor Day, Thanksgiving Day, and Christmas Day. The Building may also be closed in emergency situations at the discretion of the Landlord. The Tenant has access to the Premises after regular operating hours and on holidays and weekends. All tenant access after regular operating hours requires the tenant to keep all exterior doors locked.

The Tenant may not under any circumstances duplicate or copy building keys. Additional keys can be obtained and signed out through the Landlord.

At the termination of the lease all keys must be returned to the Landlord. Should any employee of the Tenant be discharged, it will be the Tenant’s responsibility to return any building keys that were assigned to the discharged employee to the Landlord.

8. Maintenance and Repairs and Leasehold Improvements.

(a) Except as herein specifically provided, the Tenant shall keep the Premises, the Landlord's fixtures and appurtenances therein, and the Tenant's own personal property situate thereon, clean and in good order and repair throughout the Term. If the Tenant shall fail to take good care of the Premises or to make the repairs and perform
the maintenance required herein, or in the event of damage or injury to the Premises due to the Tenant's act or negligence, the Landlord may maintain and repair the same at the sole cost and expense of the Tenant and the cost thereof shall be payable by the Tenant as added rent thirty (30) days after submission to the Tenant of a written statement of the amount due.

(b) The Landlord shall be responsible for the maintenance of the structure of the Building, including but not limited to replacement of broken glass, the repair of interior plumbing and electrical wiring, and the repair of all Landlord’s fixtures and appurtenances and all structural repairs to the Premises, unless the condition necessitating the structural repairs shall have been caused by the act or negligence of the Tenant.

(c) The Landlord is not in responsible for replacing lost, damaged or stolen furniture or equipment.

9. **Assignment and Sublease.** Tenant shall not have the right to assign this Lease or sublet any portion of the leased Premises without the prior written consent of Landlord. Notwithstanding any assignment or sublease, Tenant shall remain liable under the terms and conditions of this Lease. Landlord may assign its interest in this Lease to a wholly owned subsidiary of Landlord.

10. **Alterations, Improvements, and Information Technology Systems.**

(a) **Alterations and Improvements.** The Tenant shall not make any material alterations, improvement or additions to the Premises without the prior written consent of the Landlord, which consent shall not be unreasonably withheld. The Tenant shall in all cases obtain at its expense all required permits and approvals and cause all work to be done in a good and workmanlike manner and in compliance with all requirements of governmental bodies having jurisdiction with respect to the Premises. The Tenant agrees to indemnify and save the Landlord harmless as to, and to defend the Landlord against, any mechanic's claims and liens asserted or filed with respect to any work performed by the Tenant on the Premises at any time during the Term.

(b) **Tenant’s Contractor.** Any work performed by the Tenant shall be compliance with all State and City building codes. The Tenant shall submit complete construction plans and specifications to the Landlord for written permission prior to the start of work.

The Tenant shall obtain local building permits at it sole expense for any work performed.

(c) **Information Technology Network.** The Tenant shall not make alterations, improvement or additions to the Information Technology Systems at the Premises without the prior written consent of the Landlord. The Information Technology Systems include Internet, Local Area Network (LAN), hubs, switches, and routers.
11. **Utilities Taxes and Other Services.**

(a) **Utilities.** The Landlord shall not be liable to the Tenant for damages in the event of an interruption in the delivery of the utility services resulting from any cause beyond Landlord's control, and the Tenant hereby releases the Landlord from any and all liability for such damages, as well as damages that may result from the bursting, stoppage or leakage of any water, gas, steam, sewer, waste, or drain pipe, and the property damage caused thereby.

The Landlord shall provide reasonable amounts of the following utilities at its expense:

- Water
- Sewer
- Natural Gas (for space heating)
- Electricity
- Removal of Municipal Waster

(b) **Taxes.** Note notwithstanding 3(d) above, the Tenant shall pay any and all real estate taxes (or taxes levied and imposed in lieu of real estate taxes as under present laws) and all special and regular municipal claims and assessments levied or imposed thereon during the Term on a pro-rata basis agreed to by Landlord and Tenant in the year in which they are levied or imposed. (Currently there are no such taxes assessed annually on the building or property.)

(c) **Recycling.** The Tenant agrees to source separate all recyclable materials including but not limited to paper products, periodicals, newspapers, plastic, glass and aluminum in accordance with Landlord supplied guidelines.

(d) **Other Services.** The Tenant shall pay all charges for its telephone service. Upon request of Tenant, other services including, but not limited to, Internet service, photocopying and facsimile use may be available at an additional charge.

(e) **Heating and Cooling.** The Landlord shall furnish heated and cooled air to the leased space during the following hours: 8 A.M. to 5 P.M., Monday through Friday. There will be reduced heat and no cooled air at other times and on Saturdays, Sunday and holidays.

(f) **Janitorial.** Only limited janitorial service will be provided by the Landlord within the leased space.

12. **Hazardous and Radioactive Materials.** The storage of any chemicals, hazardous or radioactive materials, or hazardous substances must be in compliance with federal, state, and local laws. The Tenant shall submit all Material Safety Data Sheets (MSDS’s) for chemicals, hazardous or radioactive materials, and hazardous substances stored on the Premises to the Landlord on annual basis (January of each year). The Tenant must declare a point of contact, including appropriate telephone numbers, to be included the Building Safety Plan in the case of an emergency. The Tenant may also be required to submit a safety plan to the Landlord.
13. **Insurance.**

(a) **Public Liability Insurance.**

(i) Tenant shall, at its own expense, during the Initial Lease Term and any Extended Lease Term(s), maintain in effect, comprehensive general public liability insurance against liability for bodily injury (including death) and for property damage occurring in, on or about the Premises. Such insurance shall be in the amount of not less than One Million ($1,000,000.00) Dollars, single limit for injury to any one person, and in an amount of not less than Three Million ($3,000,000.00) Dollars for bodily injuries (including death) to any number of persons in any one occurrence, and not less than Five Hundred Thousand ($500,000.00) Dollars for damage to property, in connection with Tenant's use and occupancy of the Leased Premises, unless such damage or injuries arise as a consequence of the negligence of Landlord or its agents, servants, invitees, other tenants or employees. Such policies shall name Tenant as the insured party, and Landlord as an additional insured. Each such policy shall provide that it shall not be cancelable without at least thirty (30) days prior written notice to Landlord. This Insurance is to be by one or more insurance companies authorized to do business in Pennsylvania.

(ii) Landlord shall secure and maintain general public liability insurance on the Property insuring itself against death, personal injuries or damage to property in amounts at least equal to the insurance carried by Tenant under this paragraph. Landlord shall furnish Tenant with certificates from its insurance companies evidencing such coverage if requested by Tenant.

(b) **Casualty Insurance.**

(i) Landlord shall, at its own expense, during the Initial Lease Term and any Extended Term(s), maintain fire, casualty and extended coverage insurance on the Property and all improvements now or later made to the Property insuring the Property for its full replacement value.

(ii) Tenant shall be responsible for maintaining casualty insurance on all equipment, fixtures, furniture, and other personal property of Tenant on or in the Leased Premises.

(c) **Waiver of Subrogation.** Each of the parties hereto hereby releases the other, to the extent of the releasing party's insurance coverage, from any and all liability for any loss or damage covered by such insurance which may be inflicted upon the property of such party even if such loss or damage shall be brought about by the fault or negligence of the other party, its agents or employees; provided, however, that this release, set forth in this Paragraph,
shall be effective only with respect to loss or damage occurring during such time as the appropriate policy of insurance shall be in effect and shall contain a clause providing that this release shall not affect said policy or the right of the insured to recover there under.

14. **Indemnity.** Tenant agrees to defend, indemnify and hold harmless, Landlord against any and all claims, losses, liabilities, costs and expenses arising in connection with the conduct or management of Tenant's business on the leased Premises or its use of the leased Premises during the Term of this Lease, including any extension or renewal thereof. Tenant's obligation to indemnify Landlord as set forth in this paragraph shall survive the termination of this Lease.

15. **Damage or Destruction.**

(a) **Notice to Landlord.** If the Premises or any structures or improvements on the Premises should be damaged or destroyed by fire, flood, or other casualty, Tenant shall give immediate written notice of the damage or destruction to Landlord, including a description of the damage and, as far as known to Tenant, the cause of the damage.

(b) **Total or Partial Destruction.** If the Building or Premises are damaged or destroyed by fire, flood, or other casualty, Landlord shall repair or rebuild the Premises at Landlord's sole option within one hundred eighty (180) days after the occurrence of said damage or destruction; provided, that the rebuilding or repairs can in Landlord's reasonable judgment be completed within one hundred eighty (180) days and at a cost not to exceed the amount of insurance proceeds received by Landlord for such purposes. If Landlord determines that it cannot repair or rebuild the Premises within one hundred eighty (180) days and at a cost not to exceed the amount of insurance proceeds received by Landlord for such purposes, then Landlord shall give Tenant written notice within thirty (30) days of the occurrence of said damage or destruction that Landlord will not be repairing or rebuilding the Premises, and this Lease shall terminate, and the rent shall be abated for the unexpired portion of this Lease.

16. **Condemnation.**

(a) **Total Condemnation.** If the whole of the Premises shall be taken by any public or quasi-public authority under the power of eminent domain, condemnation, or expropriation or in the event of a conveyance in lieu thereof or if any part of the Building is taken by condemnation, then this Lease shall terminate on the date when title vests in the condemning authority, and rent shall abate and neither party shall have any further obligations hereunder except for obligations which arise prior to such date or which survive such termination on their own terms.

(b) **Partial Condemnation.** If any part of the Premises shall be taken or conveyed and if such partial taking or conveyance shall, in Tenant's sole opinion, render
the Premises unsuitable for the business of the Tenant, then the term of the Lease shall cease and terminate as of the date on which title to the Premises vests in the condemning authority. In the event such partial taking or conveyance is not extensive enough to render the Premises unsuitable for the business of Tenant, this Lease shall continue in full force and effect except that the rent shall be adjusted equitably during the unexpired portion of the Lease.

17. Default.

(a) Tenant's Default. Each of the following events shall be deemed to be events of default by Tenant under this Lease:

(i) If Tenant shall fail to pay any installment of rent or any other sum payable to Landlord when due and such failure shall continue uncured for a period of fifteen (15) days after the same shall become due and payable; or

(ii) If Tenant shall fail to perform or observe any of the other covenants, terms or conditions contained in this Lease within thirty (30) days after written notice by Landlord; or

(iii) If a receiver or trustee is appointed to take possession of all or a substantial portion of the assets of Tenant; or

(iv) If Tenant makes an assignment for the benefit of creditors; or

(v) If any bankruptcy, reorganization, moratorium, insolvency, creditor adjustment or debt rehabilitation proceedings or the like are instituted by or against Tenant under any state or federal law; or

(vi) If Tenant becomes insolvent; or

(vii) If Tenant vacates or abandons the Premises.

(b) Remedies for Tenant's Default. On the occurrence of any event of default specified in Paragraph 17(a) Landlord may, at Landlord's sole option, pursue any one or more of the following remedies:

(i) Upon three (3) days' written notice to Tenant, declare to be immediately due and payable, all rent due hereunder for the unexpired portion of the term;

(ii) Terminate this Lease on at least five (5) days notice to Tenant;
(iii) Enter upon and repossess the Premises by summary proceedings, ejectment or otherwise, and dispossess Tenant and remove Tenant and all other persons and property from the Premises and have, hold and enjoy the Premises and the rents and profits from it. Landlord may, in its own name as agent for Tenant if this Lease has not been terminated or on its own behalf of this Lease has been terminated, relet the Premises or any part of it for such term or terms and on such conditions and provisions as Landlord in its sole discretion may determine, and apply the proceeds of such re-renting against accelerated rent and all other sums due to Landlord hereunder; and/or

(iv) Exercise any remedy available to it at law or in equity.

(c) **Landlord's Default.** If Landlord defaults in its performance of any term, covenant, or condition required to be performed by it under this Lease, Tenant may elect to do the following:

(i) After not less than five (5) day's written notice to Landlord, Tenant may remedy such default by any necessary action and, in connection with such remedy, may pay expenses and employ counsel. All sums expended or obligations incurred by Tenant in connection with remedying Landlord's default shall be paid by Landlord to Tenant on demand.

(d) **Cumulative Remedies.** Notwithstanding anything contained in this Lease to the contrary, Tenant's sole remedy for a breach of any covenant of Landlord hereunder shall be a proceeding against Landlord for money damages. Tenant shall have no right, by reason of Landlord's default hereunder, to terminate this Lease, to cease paying rent, or to offset any damages claimed by Tenant against Landlord for any rent due hereunder. Except as provided herein, pursuit of any of the remedies provided in this Lease by either Landlord or Tenant shall not preclude pursuit of any of the other remedies provided in this Lease or by law.

18. **Consent.** It is agreed that in all cases where the consent of the Landlord is required, such consent shall not be unreasonably withheld.

19. **Notice.** All notice required under this Lease shall be in writing and given or served personally or by registered or certified mail, return receipt requested and postage prepaid, addressed to the Landlord or the Tenant, as the case may be, at the address set forth in the introductory paragraph of this Lease, or to such other address as either party may hereafter direct by notice given in like manner, all written notices to be effective upon delivery if personally served or when mailed, as shown by the official Post Office receipt of mailing.

20. **Covenant of Quiet Enjoyment.** Landlord covenants and agrees that if Tenant shall perform or observe all of the obligations and covenants to be performed or observed
hereunder in accordance with the terms hereof, then Tenant shall have peaceable and quiet
enjoyment of the premises, without hindrance or molestation by Landlord or by any one
claiming through or under Landlord.

21. **Counterparts.** This Lease may be executed in several counterparts, all of
which constitute one and the same instrument.

22. **No Brokerage.** The Tenant hereby represents and warrants that it has had no
undisclosed dealings or consultations with any person or entity in the negotiations leading
to the execution of this Lease that might or could result in a claim for real estate
commission or fee, and the Tenant hereby agrees to indemnify and save the Landlord
harmless as to, and to defend the Landlord against, all liability by reason of the assertion
of such a claim by any undisclosed person or entity.

23. **Excusable Delay.** This Lease and the obligation of the Tenant to pay rent
hereunder and to perform and comply with all of the other covenants and agreements on
the part of the Tenant to be performed and complied with, shall in no way be affected,
impaired or excused because of any delay, failure, or inability of the Landlord to fulfill or
perform any of its obligations under this Lease other than the obligation to deliver
occupancy, if the delay, failure or inability is the result of: (a) strikes or labor disputes; (b)
regulation of any governmental authority or agency or any department or subdivision
thereof; (d) conditions of supply and demand which have been or are affected by war or
other emergency; or (e) of any other cause beyond the Landlord's reasonable control. Any
delays hereinabove specified shall be deemed an "excusable delay."

24. **Construction.** This Lease shall be construed in accordance with the laws of
the Commonwealth of Pennsylvania. If one or more of the provisions of this Lease shall
for any reason be held to be invalid, illegal, or unenforceable in any respect, such
invalidity, illegality, or unenforceability shall not affect any other provisions of this Lease
and this Lease shall be construed as if such invalid, illegal, or unenforceable provision had
never been contained herein.

25. **Entire Agreement.** This Lease contains all the agreements and conditions
between the parties hereto and supersedes any prior understandings or written or oral
agreements between the parties respecting the within subject matter and no additions,
alterations or changes in this Lease shall be binding unless set forth in a writing signed by
all parties hereto.

26. **Successors and Assigns.** The terms "Landlord" and "Tenant" shall be deemed
to include their heirs, personal representatives, successors and assigns, and this Lease shall
inure to the benefit of and be binding upon the Landlord, the Tenant and such heirs,
personal representative, successors and assigns, subject to the restriction on assignment
and subletting herein set forth. The use of the singular term in all cases shall be deemed
to include the plural.
27. Pennsylvania Law to Govern. This Agreement is being delivered in the Commonwealth of Pennsylvania and shall be construed and enforced in accordance with the laws of such State.

28. Non-Discrimination. The Tenant agrees to provide services without discrimination to all persons regardless of age, race, color, religion, sex, handicap or national origin.

In Witness Whereof the parties have executed this Lease the day and year first above written, intending to be legally bound.

LUZERNE COUNTY, PENNSYLVANIA

_________________________________________

By: C. David Pedri, Esq., County Manager

TENANT:

_________________________________________

By: Michael T. Vough, President Judge
SUMMARY:

The allegations contained within Plaintiff’s pleadings all stem from a June 6, 2018 incident involving Shaheen Mackey while he was incarcerated at the Luzerne County Correctional facility. Immediately following the June 6, 2018 incident, Shaheen Mackey was transported to Wilkes-Barre General Hospital, where he died on June 8, 2018. Plaintiff brought suit against Luzerne County alleging a violation of 42 U.S.C.A. Section 1983.

FINANCING:

No additional funds are required for the implementation of this resolution with the exception of any outstanding funds due and owing pursuant to the insurance policy deductible.

DISCUSSION:

For the reasons stated in executive session on this matter, Luzerne County’s outside counsel, the County Office of Law and the County Manager’s Office recommend settlement in this matter.

ALTERNATIVES:

County Council may choose to not accept the settlement proposal. Should Council choose to not settle this matter and instead opt to pursue further litigation, discovery and pre-trial motions would be completed, a jury trial in the United States District Court, Middle District of Pennsylvania, would be scheduled and a potentially lengthy appeals process could possibly follow. Luzerne County could expect to incur tens of thousands of dollars in additional legal fees if litigation continues.

Outside counsel representing Luzerne County has consulted with the County Manager and Luzerne County Office of Law throughout the course of this litigation.
RESOLUTION R-2020-20
LUZERNE COUNTY COUNCIL

A Resolution by the Luzerne County Council Approving the Settlement of Pending Litigation in the Matter of Rasheda Hammonds, as Administratrix of the Estate of Shaheen L. Mackey v. Luzerne County, et al.

WHEREAS, Section 4.07 B.3 of the Luzerne County Home Rule Charter Provides the County Manager shall have the authority to recommend the settlement of litigation involving the County, subject to the approval of County Council; and

WHEREAS, the Luzerne County Manager has recommended settlement of the above-captioned litigation; and

WHEREAS, Section 2.09 B.5 of the Luzerne County Home Rule Charter provides that County Council shall have the power to approve, by resolution adopted by a majority vote of the Council members, a recommendation by the County Manager to settle litigation involving the County; and

WHEREAS, allegations contained within Plaintiff’s pleadings all stem from a June 6, 2018 incident involving Shaheen Mackey while he was incarcerated at the Luzerne County Correctional facility; and

WHEREAS, immediately following the June 6, 2018 incident, Shaheen Mackey was transported to Wilkes-Barre General Hospital, where he died on June 8, 2018; and

WHEREAS, Plaintiff brought suit against Luzerne County alleging a violation of 42 U.S.C.A. Section 1983; and

WHEREAS, the parties desire to settle this claims against Luzerne County; and

WHEREAS, Luzerne County Council also desires to resolve the pending litigation in this matter.

NOW, THEREFORE, BE IT RESOLVED, the Luzerne County Council approves the settlement of pending litigation for all claims asserted against Luzerne County in the Matter of Rasheda Hammonds, as Administratrix of the Estate of Shaheen L. Mackey v. Luzerne County, et al. in the amount of $3,000,000.00. This settlement is a full and complete settlement and release of any and all claims by the Estate of Shaheen L. Mackey against the County of Luzerne.

This resolution shall become effective six days after adoption.

ADOPTED at a meeting of the Luzerne County Council held ________ __, 2020.

ROLL CALL VOTE:
AYES-
NAYS-

LUZERNE COUNTY COUNCIL

By:____________________________
Tim McGinley, Chair
AGENDA SUBMITTAL TO LUZERNE COUNTY COUNCIL

<table>
<thead>
<tr>
<th>ITEM TITLE</th>
<th>COUNCIL MEETING DATE</th>
<th>AGENDA NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ordinance to amend the zoning ordinance and map to rezone 2.83 acres in Ross Township</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Dept:</th>
<th>Contact:</th>
<th>Phone:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Planning Department</td>
<td>Heath Eddy, Executive Director</td>
<td>570-825-1560</td>
</tr>
</tbody>
</table>

SUMMARY:

Property owner, Sikora Brothers Paving, Inc., has filed a request to rezone three parcels of land totalling 2.83 acres of land located in mixed zoning districts of Highway Business (B-3), Suburban Residential (S-1), and Agriculture (A-1) zones to the B-3, Highway Business District zone to extend the existing Highway Business (B-3) district to include all of these contiguous properties along Main Road in Ross Township. If approved, the properties will be combined into one parcel and developed for use as a self-storage business.

FINANCING:

No additional funds are required for the implementation of this ordinance.

DISCUSSION:

The property owner, Sikora Brothers Paving, Inc., seeks to combine its three parcels located in Ross Township and develop this property as a self-storage business. Presently, these parcels have mixed zoning. One parcel is zoned B-3 along Main Road and A-1 in the rear. The other two contiguous parcels are zoned S-1 along Main Road and A-1 in the rear. The applicant seeks to have all of the three parcels zoned B-3 so a reverse subdivision can be completed to combine them into one parcel upon which a self-storage business will be established. Drive-in commercial uses are permitted within the B-3 zoning district.

These vacant properties are located along Main Road in Ross Township and are more specifically identified as follows:

<table>
<thead>
<tr>
<th>Parcel Identification Number</th>
<th>Location</th>
<th>Owner's Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>54-G4S4-001-010-000</td>
<td>Main Road</td>
<td>Sikora Brothers Paving, Inc.</td>
</tr>
<tr>
<td>54-G4S4-001-011-000</td>
<td>Main Road</td>
<td>Sikora Brothers Paving, Inc.</td>
</tr>
<tr>
<td>54-G4S4-001-013-000</td>
<td>Main Road</td>
<td>Sikora Brothers Paving, Inc.</td>
</tr>
</tbody>
</table>

The Luzerne County Zoning Ordinance ("the Ordinance") sets forth the procedure for a change to the Zoning designation of property and the Zoning Map. The request is to be considered by the Planning Commission of Luzerne County ("Commission"). If the Commission determines that the proposed change is consistent with the overall goals and intentions of the Ordinance, it may recommend approval of the request. The Commissions' decision, whether in favor of or against the proposal, is communicated to the County Council as a recommendation.
County Council may choose to amend the Luzerne County Zoning Ordinance by Ordinance after a duly advertised public meeting is held.

The Planning Commission met to consider the requested change at a duly advertised public meeting held on February 13, 2020, and recommended approval. Council is now to consider the recommendation of the Commission after a public hearing. If a majority of council members present votes for the change, the Ordinance and Zoning Map will be amended to reflect the reclassification of the aforementioned parcels to B-3.

**ALTERNATIVES:**

The County Council may choose to deny the request to rezone. The lots would continue to be subject to the Ordinance requirements as is and the applicant will be limited to only the existing portion that is zoned B-3 for a self-storage business.

**OTHER AGENCY INVOLVEMENT:**

This Ordinance was submitted for legal review to the Luzerne County Office of Law.
An Ordinance of Luzerne County Council Amending the Luzerne County Zoning Map
to Re-Zone Three Parcels of Property totaling 2.83 acres in Ross Township from
Mixed Zoning Districts of B-3, S-1, and A-1 Zones to Highway Business District (B-3) Zone

WHEREAS, on January 13, 2020, Jeffrey and John Sikora of Sikora Brothers Paving, Inc. applied for
re-zoning three parcels of land totaling 2.83 acres located along Main Road in Ross Township from mixed
zoning districts of B-3, Highway Business, S-1, Suburban Residential, and A-1, Agriculture, to Highway
Business District (B-3); and

WHEREAS, at a public meeting held on February 13, 2020, the Luzerne County Planning
Commission reviewed the application for re-zoning and recommended approval of the re-zoning
amendment to the Luzerne County Zoning Map; and

WHEREAS, having been duly advertised in accordance with all requirements of the Luzerne County
Zoning Ordinance, the Luzerne County Council held a Public Hearing on the aforesaid re-zoning application
and amendment to the Luzerne County Zoning Map on ________________, 2020; and

WHEREAS, Luzerne County Council believes it is in the best interest to approve the re-zoning
application of Sikora Brothers Paving, Inc.;

NOW, THEREFORE, BE IT ORDAINED AND ENACTED BY THE LUZERNE COUNTY COUNCIL:

The three properties in Ross Township, as more fully identified below, shall be re-zoned to a
Highway Business District (B-3) Zone and the Luzerne County Zoning Map shall be amended to reflect the
re-zoning:

<table>
<thead>
<tr>
<th>Parcel Identification Number</th>
<th>Location</th>
<th>Owner’s Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>54-G4S4-001-010-000</td>
<td>Main Road</td>
<td>Sikora Brothers Paving, Inc.</td>
</tr>
<tr>
<td>54-G4S4-001-011-000</td>
<td>Main Road</td>
<td>Sikora Brothers Paving, Inc.</td>
</tr>
<tr>
<td>54-G4S4-001-013-000</td>
<td>Main Road</td>
<td>Sikora Brothers Paving, Inc.</td>
</tr>
</tbody>
</table>

This Ordinance shall become effective fifteen (15) days after adoption.

ADOPTED at a meeting of the Luzerne County council held on ________________, 2020.

LUZERNE COUNTY COUNCIL

By: ____________________________
Tim McGinley, Chair

Attest: __________________________
Sharon Lawrence, Clerk of Council

By: ____________________________
Christopher Perry, Vice-Chair
Sharon,

Tonight we got the Board approval that we needed to present to the County. Any questions please let me know.

Thank you,

Lee Horton
Interim Executive Director
Luzerne County Transportation Authority
315 Northampton Street
Kingston, Pa. 18704
(570) 288-9356 Ext. 218
(570) 288-7327 Fax
lhorton@lctabus.com

-----Original Message-----
From: Office Service (LCTA) <office-service@lctabus.com>
Sent: Tuesday, May 26, 2020 5:55 PM
To: Lee Horton <LHorton@lctabus.com>
Subject: LCTA Scanned Document

Hello,

The scanned document that you asked for has been attached to this email. Please do not reply.

You can email helpdesk@lctabus.com for any problems with this scan or its attachment.

Best regards,

Luzerne County Transportation Authority
If you have concerns about the validity of this message, contact the sender directly, or the Luzerne County IT Department at Cybersecurity@LuzerneCounty.org
Request for Luzerne County Matching Funds to State Operating

Dear Luzerne County Council Members,

The Luzerne County Transportation Authority (LCTA) respectfully requests matching funds in the amount of $682,929 as match to our PennDOT State Section 1513 operating funds in the amount of $6,411,756.

This funding will be used for projected operating expenses, including asset maintenance costs. Matching funds support the continued operation of public transportation in Luzerne County.

Last year, LCTA provided over 1.1 million trips through our fixed route bus service, and over 150,000 trips were provided by our Shared Ride paratransit van service. We help people connect to work, school, medical, and other important community services that improve the quality of life for many.

Thank you for your support of public transportation. LCTA provides an important service; we are proud to serve the needs of Luzerne County residents.

Sincerely,

Lee Horton
Interim Executive Director
LCTA
March 13, 2020

Mr. Lee Horton, Interim Executive Director
Luzerne County Transportation Authority (LCTA)
315 Northampton Street
Kingston, Pennsylvania 18704

Re: FY 2020-21 Section 1513 Funding

Dear Mr. Horton:

As you prepare your proposed budget for the next fiscal year, the allocation of State Act 89 Section 1513 funds for each transportation system and the minimum required local match are necessary for budget development. In addition, this information is critical to secure the appropriate local matching funds. The purpose of this letter is to advise you of these amounts so that you can proceed with budgeting and securing local match for the upcoming fiscal year.

Your Section 1513 allocation will be $6,411,756 in FY 2020-21, a 3.7% increase over FY 2019-20. As required in Act 89 of 2013, you will be expected to provide local funding of $682,920, an increase of 5% since you are not at the full 15% match.

We expect to open the Consolidated Operating Assistance (COA) application for FY 2020-21 on March 30, 2020. At that time, staff at public transportation agencies will be able to enter required data in dotGrants to complete the application. The application is due by Friday, May 1, however early submissions are welcomed. Applications are prioritized for review based on the submittal date. Please feel free to contact me or your program manager if you have any questions.

Sincerely,

Jennie A. Granger, AICP, Deputy Secretary
Multimodal Transportation
RESOLUTION R-2020-______
LUZERNE COUNTY COUNCIL

A Resolution of the Luzerne County Council Committing a Local Match for State Operating Assistance for the Luzerne County Transportation Authority.

WHEREAS, the Luzerne County Transportation Authority ("LCTA") has been advised by the Pennsylvania Department of Transportation it is eligible to receive State Operating Assistance funds in the amount of $6,411,756.00 for FY 2020-21; and

WHEREAS, Section 1513 of Title 74 of the Pennsylvania Consolidated Statutes requires a local match in order for the Luzerne County Transportation Authority to receive State Operating Assistance Funds; and

WHEREAS, the local match needed for Luzerne County is $682,929.00; and

WHEREAS, the Luzerne County Transportation Authority requests to receive this local match in order to receive the State Operating Assistance funds; and

WHEREAS, Luzerne County Council desires to allocate the aforementioned local match funds to LCTA.

NOW, THEREFORE, BE IT RESOLVED, the Luzerne County Council agrees to, provide local match funds to the Luzerne County Transportation Authority in accordance with the following payment schedule:

<table>
<thead>
<tr>
<th>Payment Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>November 1, 2020</td>
<td>$341,464.50</td>
</tr>
<tr>
<td>May 1, 2021</td>
<td>$341,464.50</td>
</tr>
</tbody>
</table>

This Resolution shall become effective 6 days after adoption.

ADOPTED at a meeting of Luzerne County Council held on _________, 2020.

Roll Call:
Ayes:
Nays:

By: __________________________
Tim McGinley, Chair

ATTEST: __________________________
Sharon Lawrence, Clerk of County Council

By: __________________________
C. David Pedri, County Manager
LOCAL TRANSPORTATION ORGANIZATION
RESOLUTION CERTIFYING THE LOCAL MATCH
FOR STATE OPERATING FINANCIAL ASSISTANCE

The Board of Directors of Luzerne County Transportation Authority
(Name of Governing Body) (Name of Local Transportation Authority)

resolves and certifies that the operating financial assistance of $6,411,756 provided pursuant to
74 Pa.C.S. §1513 is needed in Fiscal Year 20/21 or in a subsequent fiscal year to help pay
for projected operating expenses, including asset maintenance costs; and that these funds will be
used for this purpose only, because these funds are ineligible to be used for asset, or capital
improvements projects; and that any funds not used this Fiscal Year will be retained and used only
for operating assistance in a subsequent fiscal year(s).

Further, the LCTA Board of Directors resolves and certifies
(NAME OF GOVERNING BODY OF LOCAL TRANSPORTATION AUTHORITY)

that the required local matching funds of $682,929 will be secured from local contributors
no later than the end of Fiscal Year 20/21 to match the requested Section 1513 funds.

I Charles Scandra, Chairman of the LCTA Board of Directors
(Name) (Official Title) (Name of Governing Body of Local Transportation Organization)
do hereby certify that the foregoing is a true and correct copy of the Resolution adopted at a regular
meeting of the LCTA Board of Directors held the 26th day of May 2020

DATE: May 26, 2020

(Signature and Official Title)

ATTEST:

Luzerne County Transportation Authority
(Name of Local Transportation Organization)

By: 
(Signature and Official Title) (Date)

IMPORTANT REMINDER: In addition to the above resolution Section 1513 recipients must include in their COA submission a
resolution passed by any municipality providing local match (see COA Local Match Summary form).
April 27, 2020

Attorney C. David Pedri  
County Manager  
Luzerne County Courthouse  
North River Street  
Wilkes-Barre, PA 18701

Dear Mr. Pedri:

I am writing to you today requesting the release of County Transit Funds for FY 2020/2021 for the City of Hazleton. A local match of $180,036 is required by PennDot for HPT to receive State funding. It would be appreciated if you could provide this local match, as in previous years. Attached is the paperwork from PennDot.

Your continued support of Public Transit in Lower Luzerne County will ensure the future growth of our system.

If you have any questions concerning this matter, or if I can be of assistance to you in anyway, please do not hesitate to contact my office at 570-459-5414.

Very truly yours,

[Signature]

Ralph V. Sharp, Director  
Hazleton Public Transit
March 13, 2020

Mr. Ralph V. Sharp, Director
Hazleton Public Transit (HPT)
126 West Mine Street
Hazleton, Pennsylvania 18201

Re: FY 2020-21 Section 1513 Funding

Dear Mr. Sharp:

As you prepare your proposed budget for the next fiscal year, the allocation of State Act 89 Section 1513 funds for each transportation system and the minimum required local match are necessary for budget development. In addition, this information is critical to secure the appropriate local matching funds. The purpose of this letter is to advise you of these amounts so that you can proceed with budgeting and securing local match for the upcoming fiscal year.

Your Section 1513 allocation will be $2,174,972 in FY 2020-21, a 3.3% increase over FY 2019-20. As required in Act 89 of 2013, you will be expected to provide local funding of $180,036, an increase of 5% since you are not at the full 15% match.

We expect to open the Consolidated Operating Assistance (COA) application for FY 2020-21 on March 30, 2020. At that time, staff at public transportation agencies will be able to enter required data in dotGrants to complete the application. The application is due by Friday, May 1, however early submissions are welcomed. Applications are prioritized for review based on the submittal date. Please feel free to contact me or your program manager if you have any questions.

Sincerely,

Jennie A. Granger, AICP, Deputy Secretary
Multimodal Transportation
RESOLUTION R-2019-
LUZERNE COUNTY COUNCIL

A Resolution of the Luzerne County Council Committing a Local Match for State Operating Assistance for the Hazleton Public Transit.

WHEREAS, Hazleton Public Transit has been advised by the Pennsylvania Department of Transportation it is eligible to receive State Operating Assistance funds in the amount of $2,174,972.00 for FY 2020-21; and

WHEREAS, Section 1513 of Title 74 of the Pennsylvania Consolidated Statutes requires a local match in order for Hazleton Public Transit to receive State Operating Assistance Funds; and

WHEREAS, the local match needed is $180,036.00; and

WHEREAS, Hazleton Public Transit requests to receive this local match from Luzerne County in order to receive the State Operating Assistance funds; and

WHEREAS, Luzerne County Council desires to provide Hazleton Public Transit a local match in order for them to be eligible to receive State Operating Assistance Funds.

NOW, THEREFORE, BE IT RESOLVED, the Luzerne County Council agrees to provide local match funds to Hazleton Public Transit in the amount of $180,036.00.

This Resolution shall become effective 6 days after adoption.

ADOPTED at a meeting of the Luzerne County Council held on ________________.

ROLL CALL VOTE (  )
YES:
NO:

LUZERNE COUNTY COUNCIL

By: ______________________________
Tim McGinley, Chair

Attest: _____________________________
Sharon Lawrence, Clerk of Council

LUZERNE COUNTY MANAGER

By: ______________________________
C. David Pedri, Esq., County Manager
RESOLUTION R-2020-____
LUZERNE COUNTY COUNCIL

A Resolution by the Luzerne County Council Appointing a Member to the Luzerne County Forty-Fort Airport Advisory Board

WHEREAS, Section 8.02(A) of the Luzerne County Home Rule Charter (the “Charter”) provides that except as may otherwise be provided for in the Charter, the Administrative Code, or applicable law, all members of County boards and commissions shall be appointed by resolution of County Council adopted by an affirmative vote of at least a majority of its current members; and

WHEREAS, there exists a vacancy on the Luzerne County Forty-Fort Airport Advisory Board due to the expiration of the term of a member; and

WHEREAS, the County Council Authorities, Boards and Commissions Committee held public interviews for all interested applicants; and

WHEREAS, County Council wishes to appoint ____________________________ to a term expiring 12/31/2022 consistent with Section 8.02 of the Charter.

BE IT RESOLVED, the County Council appoints ____________________________ to the Luzerne County Forty-Fort Airport Advisory Board with such appointment to remain effective until 12/31/2022, or until the appointment is declared vacant by County Council pursuant to Section 11.06 of the Charter.

BE IT FURTHER RESOLVED, _________________ shall take the Oath of Office prior to participating in meetings of the Luzerne County Forty-Fort Airport Advisory Board.

This Resolution shall become effective upon adoption.

ADOPTED at a meeting of the Luzerne County Council held on June 23, 2020.

ROLL CALL VOTE (  )

YES: ____________________________
NO: ____________________________

LUZERNE COUNTY COUNCIL

By: ____________________________
Tim McGinley, Chair

Attest: ____________________________
Sharon Lawrence, Clerk of Council

LUZERNE COUNTY MANAGER

By: ____________________________
C. David Pedri, Esq., County Manager
RESOLUTION R-2020-____
LUZERNE COUNTY COUNCIL

A Resolution by the Luzerne County Council Appointing a Member to the Luzerne-Wyoming Counties Drug and Alcohol Executive Commission

WHEREAS, Section 8.02(A) of the Luzerne County Home Rule Charter (the “Charter”) provides that except as may otherwise be provided for in the Charter, the Administrative Code, or applicable law, all members of County boards and commissions shall be appointed by resolution of County Council adopted by an affirmative vote of at least a majority of its current members; and

WHEREAS, there exists a vacancy on the Luzerne-Wyoming Counties Drug and Alcohol Executive Commission due to the expiration of the term of a member; and

WHEREAS, the County Council Authorities, Boards and Commissions Committee held public interviews for all interested applicants; and

WHEREAS, County Council wishes to appoint ______________________ to a term expiring 12/31/2022 consistent with Section 8.02 of the Charter.

BE IT RESOLVED, the County Council appoints ______________________ to the Luzerne-Wyoming Counties Drug and Alcohol Executive Commission with such appointment to remain effective until 12/31/2022, or until the appointment is declared vacant by County Council pursuant to Section 11.06 of the Charter.

BE IT FURTHER RESOLVED, ______________________ shall be sworn in and take an Oath prior to sitting on the Luzerne-Wyoming Counties Drug and Alcohol Executive Commission and voting on Board business.

This Resolution shall become effective upon adoption.

ADOPTED at a meeting of the Luzerne County Council held on June 23, 2020.

ROLL CALL VOTE ( )

YES:

NO:

LUZERNE COUNTY COUNCIL

By: _____________________________
Tim McGinley, Chair

Attest: _______________________
Sharon Lawrence, Clerk of Council

LUZERNE COUNTY MANAGER

By: _____________________________
C. David Pedri, Esq., County Manager
RESOLUTION R-2020-____
LUZERNE COUNTY COUNCIL

A Resolution by the Luzerne County Council Appointing a Member to the Luzerne-Wyoming Counties Mental Health and Developmental Services Program Advisory Board

WHEREAS, Section 8.02(A) of the Luzerne County Home Rule Charter (the “Charter”) provides that except as may otherwise be provided for in the Charter, the Administrative Code, or applicable law, all members of County boards and commissions shall be appointed by resolution of County Council adopted by an affirmative vote of at least a majority of its current members; and

WHEREAS, there exists a vacancy on the Luzerne-Wyoming Counties Mental Health and Developmental Services Program Advisory Board due to the expiration of the term of a member; and

WHEREAS, the County Council Authorities, Boards and Commissions Committee held public interviews for all interested applicants; and

WHEREAS, County Council wishes to appoint ______________________ to a term expiring 12/31/2022 consistent with Section 8.02 of the Charter.

BE IT RESOLVED, the County Council appoints ______________________ to the Luzerne-Wyoming Counties Mental Health and Developmental Services Program Advisory Board with such appointment to remain effective until 12/31/2022, or until the appointment is declared vacant by County Council pursuant to Section 11.06 of the Charter.

BE IT FURTHER RESOLVED, ______________________ shall be sworn in and take an Oath prior to sitting on the Luzerne-Wyoming Counties Mental Health and Developmental Services Program Advisory Board and voting on Board business.

This Resolution shall become effective upon adoption.

ADOPTED at a meeting of the Luzerne County Council held on June 23, 2020.

ROLL CALL VOTE ( )

YES:
NO:

LUZERNE COUNTY COUNCIL

By: _____________________________
Tim McGinley, Chair

Attest: ___________________________
Sharon Lawrence, Clerk of Council

LUZERNE COUNTY MANAGER

By: _____________________________
C. David Pedri, Esq., County Manager
RESOLUTION R-2020-____
LUZERNE COUNTY COUNCIL

A Resolution by the Luzerne County Council Appointing
a Member to the Luzerne/Wyoming Counties Area Agency on Aging Advisory Board

WHEREAS, Section 8.02(A) of the Luzerne County Home Rule Charter (the “Charter”) provides that except as may otherwise be provided for in the Charter, the Administrative Code, or applicable law, all members of County boards and commissions shall be appointed by resolution of County Council adopted by an affirmative vote of at least a majority of its current members; and

WHEREAS, there exists a vacancy on the Luzerne/Wyoming Counties Area Agency on Aging Advisory Board due to the expiration of the term of a member; and

WHEREAS, County Council wishes to appoint ___________________________ to a term expiring 12/31/2022, consistent with Section 8.02 of the Charter.

BE IT RESOLVED, the County Council appoints ___________________________ to the Luzerne/Wyoming Counties Area Agency on Aging Advisory Board with such appointment to remain effective until 12/31/2022, or until the appointment is declared vacant by County Council pursuant to Section 11.06 of the Charter.

BE IT FURTHER RESOLVED, ___________________________ shall take the Oath of Office prior to participating in meetings of the Luzerne/Wyoming Counties Area Agency on Aging Advisory Board.

This Resolution shall become effective upon adoption.

ADOPTED at a meeting of the Luzerne County Council held on June 23, 2020.

ROLL CALL VOTE (  )

YES:

NO:

LUZERNE COUNTY COUNCIL

By: ___________________________
Tim McGinley, Chair

Attest: _______________________
Sharon Lawrence, Clerk of Council

LUZERNE COUNTY MANAGER

By: _______________________
C. David Pedri, Esq., County Manager
RESOLUTION R-2020-
LUZERNE COUNTY COUNCIL

A Resolution by the Luzerne County Council Appointing
A Luzerne County Citizen to the County Cares Commission

WHEREAS, Section 2.04. A. of the Luzerne County Home Rule Charter provides that County Council members may only serve on a Luzerne County authority, board or commission as authorized by the Charter or applicable law; and

WHEREAS, Luzerne County Council, through a majority of its members, voted on March 10, 2020 to establish the County Cares Commission (the “Commission”) as permitted by the Luzerne County Home Rule Charter; and

WHEREAS, the proposed by-laws of the Commission require that six members of the Commission be members Luzerne County citizens; and

WHEREAS, the proposed by-laws of the Commission state that members of the Commission who are Luzerne County citizens serve initial terms of one, two, three or four years in order to stagger terms; and

WHEREAS, the County Council wishes to appoint a Luzerne County citizen, selected by resolution adopted by an affirmative vote of at least a majority of its current members to the Commission.

NOW, THEREFORE, BE IT RESOLVED, that the County Council wishes to appoint ____________________________, a Luzerne County citizen, to the County Cares Commission, such initial appointment to remain effective for a term of ____________years, or until December 31, 202__ so that terms may be staggered appropriately going forward, or until the appointment is declared vacant by County Council pursuant to Section 11.06 of the Charter.

This Resolution shall become effective six days from its adoption.

ADOPTED at a meeting of the Luzerne County Council held on ________________, 2020.

ROLL CALL VOTE (0-0)
YES:
NO:

LUZERNE COUNTY COUNCIL

By: ____________________________
   Tim McGinley, Chair

ATTEST:

By: ____________________________  By: ____________________________
   Sharon Lawrence               C. David Pedri, Esquire
RESOLUTION R-2020-XX
LUZERNE COUNTY COUNCIL

A Resolution by the Luzerne County Council Appointing
a Member to the Luzerne County Children & Youth Advisory Board

WHEREAS, Section 8.02(A) of the Luzerne County Home Rule Charter (the “Charter”) provides that except as may otherwise be provided for in the Charter, the Administrative Code, or applicable law, all members of County boards and commissions shall be appointed by resolution of County Council adopted by an affirmative vote of at least a majority of its current members; and

WHEREAS, there exists a vacancy on the Luzerne County Children & Youth Advisory Board due to the expiration of the term of a board member; and

WHEREAS, County Council wishes to appoint ___________________________ to a term expiring 12/31/2022, consistent with Section 8.02 and 11.06 of the Charter.

BE IT RESOLVED, the County Council appoints ___________________________ to the Luzerne County Children & Youth Advisory Board with such appointment to remain effective until 12/31/2022, or until the appointment is declared vacant by County Council pursuant to Section 11.06 of the Charter.

BE IT FURTHER RESOLVED, ___________________________ shall be sworn in and take an Oath prior to sitting on the Luzerne County Children & Youth Advisory Board and voting on Board business.

This Resolution shall become effective upon adoption.

ADOPTED at a meeting of the Luzerne County Council held on June 23, 2020.

ROLL CALL VOTE ( )

YES:

NO:

LUZERNE COUNTY COUNCIL

By: ______________________________
    Tim McGinley, Chair

Attest: __________________________
    Sharon Lawrence, Clerk of Council

LUZERNE COUNTY MANAGER

By: ______________________________
    C. David Pedri, Esq., County Manager
A Resolution by Luzerne County Council Appointing a Member
to the Luzerne County Accountability Conduct and Ethics Commission

WHEREAS, Section 8.02(A) of the Luzerne County Home Rule Charter (the “Charter”) provides that except as may otherwise be provided for in the Charter, the Administrative Code, or applicable law, all members of County boards and commissions shall be appointed by resolution of County Council adopted by an affirmative vote of at least a majority of its current members; and

WHEREAS, Section 9.04 of the Luzerne County Home Rule Charter sets forth the parameters for appointments to the Accountability Conduct and Ethics Commission; and

WHEREAS, there exists a vacancy on the Accountability Conduct and Ethics Commission due to the expiration of the term of a member; and

WHEREAS, County Council wishes to appoint ________________________________, a Democrat, to a term expiring 12/31/2023, consistent with Section 9.04 of the Charter.

BE IT RESOLVED, the County Council appoints ________________________, a Democrat, to the Luzerne County Accountability Conduct and Ethics Commission with such appointment to remain effective until 12/31/2023, or until the appointment is declared vacant by County Council pursuant to Section 11.06 of the Charter.

BE IT FURTHER RESOLVED, ______________________ shall take the Oath of Office prior to participating in meetings of the Accountability Conduct and Ethics Commission.

This Resolution shall become effective upon adoption.

ADOPTED at a meeting of the Luzerne County Council held on June 23, 2020.

ROLL CALL VOTE ( )

YES: 
NO: 

LUZERNE COUNTY COUNCIL

By: ________________________________
Tim McGinley, Chair

Attest: ________________________________
Sharon Lawrence, Clerk of Council

LUZERNE COUNTY MANAGER

By: ________________________________
C. David Pedri, Esq., County Manager
Ordinance No. 2020-_____

An Ordinance of the County of Luzerne amending Ordinance 2020-03 establishing the County Cares Commission.

WHEREAS, the Luzerne County Council, on March 10, 2020 voted to create a commission named County Cares Commission; and

WHEREAS, Ordinance 2020-03 did not state the Commission members composition or identify appointment terms for any Commission members appointed; and

WHEREAS, Section 2:09 B (1) provides that the Luzerne County Council shall have the power “To adopt, repeal and/or amend ordinances, resolutions, and motions.”; and

WHEREAS, Ordinance 2020-03 states “The County Cares Commission shall hereby be created subject to the terms of the Luzerne County Home Rule Charter and Administrative Code, policies and procedures adopted by Luzerne County Council related to authorities, boards and commissions, applicable Pennsylvania law, and the by-laws to be drafted and adopted by the newly created County Cares Commission” ; and

WHEREAS, Section 2.10.F. of the Luzerne County Administrative Code states that County Council shall create or abolish Boards and Commissions as it deems necessary, within the provisions of the Luzerne County Home Rule Charter;

NOW, THEREFORE BE IT ENACTED AND ORDAINED BY THE LUZERNE COUNTY COUNCIL that Luzerne County Ordinance 2020-03 is hereby amended to contain the following provisions;

COMMISSION COMPOSITION

The Luzerne County Cares Commission shall be comprised of five (5) citizen members that are current residents of Luzerne County to be appointed by the County Council. The term of office shall be four (4) years, with staggered appointments. The initial appointment of members, to create the staggered appointments, will be a one (1) year term for one (1) member, a two (2) year term for one (1) member, a three (3) year term for two (2) members, and a four (4) year term for one (1) member.

Members may be reappointed for additional terms of office.

The Members of the County Cares Commission will be appointed and seated in accordance with the Luzerne County Home Rule Charter and the Administrative Code.
**Commission Meetings**

Meetings of the Luzerne County Cares Commission shall be held on a quarterly basis, at a minimum. At least one (1) County Cares Commission meeting shall be held after 6 PM each year. All Commission meetings shall be advertised according to the PA Sunshine Laws, and all meetings shall have minutes taken, which shall be provided to the Clerk to Council and posted on the County webpage, after the minutes were approved by the Commission.

This Ordinance shall take effect on the fifteenth day (15) following its enactment.

Attest:

_________________________________                           ________________________________
Sharon Lawrence Clerk of County Council                           Tim McGinley Council Chair

**YEAS**                     **NYES**
Walter L Griffith Jr
Harry Haas
Linda McClosky Houck
LeeAnn McDermott
Tim McGinley
Chris Perry
Kendra Radle
Sheila Saidman
Robert Schnee
Stephen J Urban
Matt Vough
ORDINANCE 2020-______

LUZERNE COUNTY COUNCIL

Ordinance of Luzerne County Council regarding the implementation of a determined Property Tax Assessment for any property which is sold from the Luzerne County Repository

Whereas, On May 5, 2020 and June 11, 2020 the Luzerne County Real Estate Committee meet to discuss the policy and procedure related to the Property Tax Assessment Value of properties that are purchased from the Luzerne County Repository, and

WHEREAS, the Luzerne County Home Rule Charter provides in 2:09 Powers and Duties Section B (2) the following:

Further, County Council shall have and may exercise, but shall not be limited to, the following powers:

2. To levy, establish, alter, and/or abolish taxes and assessments except as may be limited by this Charter or applicable law.

WHEREAS, The REAL ESTATE TAX SALE LAW Act of Jul. 7, 1947 Section 628 Assessment Restrictions on Property Sold From Repository.—
Notwithstanding any other provisions of the various assessment laws of this Commonwealth, the price for which property is sold under this sub article of the act only, shall be deemed to be the fair market value of the property for tax assessment purposes. The assessment and the consideration upon which it was made shall not be changed unless any of the following occurs:
(1) It is changed as part of a general county reassessment.
(2) It is sold as an individual parcel or as part of a combined parcel.
(3) It is improved as provided for in the several assessment laws of this Commonwealth.
WHEREAS, on June 11, 2020 the Luzerne County Manager issued a memo to inform the Director of Assessment Office, Kristin Montgomery, that effective September 1, 2020, in order to make the process more efficient, equitable and streamlined, the purchase price of any property from the Repository of the County will be assessed value of the property.

NOW, THEREFORE BE IT ENACTED AND ORDAINED BY THE LUZERNE COUNTY COUNCIL as follows:

Effective September 1, 2020 any and all repository properties shall be sold by a determined price approved by County Council, and the purchased price of the repository property shall be recorded as the fair market value and the assessed value of the property for taxation purposes, by the Assessment Department of Luzerne County, and this will require no further action by the purchaser. The Assessment Department will reduce the property assessed value immediately upon the filing and recording of the deed.

This Ordinance shall take effect on the fifteenth (15th) days following its enactment.

Attest:

___________________________________  _____________________________________
Sharon Lawrence County Clerk to Council  Tim McGinley County Council Chair
Date:______________    Date:______________
Chair McGinley,

My apologies for the late notice, but can we please add the attached Resolution to tonight’s voting session agenda?

We just received an e-mail from DCED about 40 minutes ago that they would like a resolution for the acceptance of the $28.6 Million COVID-19 County Relief Fund.

We drafted a resolution which is attached to this e-mail. Also attached is the single application which was filled out per their guidance earlier this month.

Should everything go through, I anticipate requesting a Budget Amendment from County Council to properly receive these funds at the July 14 meeting.

This resolution must be enacted and received by DCED by July 15, so if Council could act on this matter this evening, it would be in the best interest of the County,

Dave

C. David Pedri, Esq
Luzerne County Manager
200 N. River Street
Wilkes Barre, PA 18711
(570)825-1635
RESOLUTION R-2020-
LUZERNE COUNTY COUNCIL

A Resolution by the Luzerne County Council Requesting COVID-19 County Relief Block Grant funding from the Pennsylvania Department of Community & Economic Development

WHEREAS, Luzerne County has been allocated COVID-19 County Relief Block Grant funds by the Pennsylvania Department of Community & Economic Development; and

WHEREAS, a Single Application for Assistance had to be submitted to the Pennsylvania Department of Community & Economic Development by June 16, 2020 to receive these funds;

NOW, THEREFORE, BE IT RESOLVED, the Luzerne County Council does approve the Single Application for Assistance submitted to the Department of Community & Economic Development for COVID-19 Relief in Luzerne County.

BE IT FURTHER RESOLVED, Luzerne County Council does hereby designate C. David Pedri, Esq., County Manager, as the official to execute all documents and agreements between Luzerne County and the Pennsylvania Department of Community & Economic Development.

This resolution shall become effective immediately.

ADOPTED at a meeting of the Luzerne County Council held on June 23, 2020.

ROLL CALL VOTE

LUZERNE COUNTY COUNCIL

By: __________________________
Tim McGinley, Chair

Attest: _______________________
Sharon Lawrence, Clerk of Council

LUZERNE COUNTY MANAGER

By: _______________________
C. David Pedri, Esq., County Manager
### Enterprise Type

Indicate the types of enterprises that describe the organization listed above. You may select more than one type.

<table>
<thead>
<tr>
<th>Advanced Technology</th>
<th>Agri-Processor</th>
<th>Agri-Producer</th>
<th>Authority</th>
<th>Biotechnology / Life Sciences</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business Financial Services</td>
<td>Call Center</td>
<td>Child Care Center</td>
<td>Commercial</td>
<td>Community Dev. Provider</td>
</tr>
<tr>
<td>Environment and Conservation</td>
<td>Exempt Facility</td>
<td>Export Manufacturing</td>
<td>Export Service</td>
<td>Food Processing</td>
</tr>
<tr>
<td>Government</td>
<td>Healthcare</td>
<td>Hospitality</td>
<td>Industrial</td>
<td>Manufacturing</td>
</tr>
<tr>
<td>Mining</td>
<td>Other</td>
<td>Professional Services</td>
<td>Recycling</td>
<td>Regional &amp; National Headquarters</td>
</tr>
<tr>
<td>Research &amp; Development</td>
<td>Retail</td>
<td>Social Services Provider</td>
<td>Tourism Promotion</td>
<td>Warehouse &amp; Terminal</td>
</tr>
</tbody>
</table>

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**Single Application for Assistance**

Web Application Id: 8410098

Applicant: Luzerne County

Program Selected: COVID-19 County Relief Block Grant

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**Project Overview**
Project Overview

Project Name:
Luzerne County COVID-19 County Relief Block Grant Program

Is this project related to another previously submitted project?
No

If yes, indicate previous project name:

Have you contacted anyone at DCED about your project?
No

If yes, indicate who:
### Single Application for Assistance

**Web Application Id:** 8410098  
**Applicant:** Luzerne County  
**Program Selected:** COVID-19 County Relief Block Grant

#### Project Site Locations

<table>
<thead>
<tr>
<th>Address</th>
<th>200 North River Street</th>
</tr>
</thead>
<tbody>
<tr>
<td>City</td>
<td>Wilkes-Barre</td>
</tr>
<tr>
<td>State</td>
<td>PA</td>
</tr>
<tr>
<td>Zip Code</td>
<td>18711</td>
</tr>
<tr>
<td>County</td>
<td>Luzerne</td>
</tr>
<tr>
<td>Municipality</td>
<td>Wilkes-Barre City</td>
</tr>
<tr>
<td>PA House</td>
<td>Eddie Pashinski (121)</td>
</tr>
<tr>
<td>PA Senate</td>
<td>John T. Yudichak (14)</td>
</tr>
<tr>
<td>Designated Areas</td>
<td></td>
</tr>
</tbody>
</table>
**Single Application for Assistance**

**Web Application Id:** 8410098  
**Applicant:** Luzerne County  
**Program Selected:** COVID-19 County Relief Block Grant

---

### Project Budget

<table>
<thead>
<tr>
<th>Description</th>
<th>COVID-19 County Relief Block Grant</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Miscellaneous</td>
<td>$28,600,000.00</td>
<td></td>
</tr>
<tr>
<td>Program Administration</td>
<td>$200,000.00</td>
<td>$200,000.00</td>
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<tr>
<td>Non-Profit/Human Service Provider Assistance Program</td>
<td>$5,000,000.00</td>
<td>$5,000,000.00</td>
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<tr>
<td>Municipal COVID Assistance Program</td>
<td>$5,000,000.00</td>
<td>$5,000,000.00</td>
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<tr>
<td>County COVID Expenses</td>
<td>$8,000,000.00</td>
<td>$8,000,000.00</td>
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<tr>
<td>Broadband Improvements</td>
<td>$400,000.00</td>
<td>$400,000.00</td>
</tr>
<tr>
<td>Economic Development/Tourism/Small Business Assistance Program</td>
<td>$10,000,000.00</td>
<td>$10,000,000.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$28,800,000.00</strong></td>
<td></td>
</tr>
</tbody>
</table>

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**Basis of Cost**  
Provide the basis for calculating the costs that are identified in the Project Budget.

**Budget Justification**

**Budget Narrative**  
The narrative must specifically address each of the cost items identified in the Project Budget section. If an amount is placed in any of the OTHER categories, you must specify what the money will be used for. **NOTE:** Some programs have specific guidelines regarding the narrative necessary to qualify for that particular resource. Please read the Program Guidelines for details.

Luzerne County’s COVID-19 County Relief Block Grant Program funds will be spent on the following programs:  
- Program Administration – These funds will be used for County costs directly related to the administration of this grant by County staff.
Single Application for Assistance
Web Application id: 8410098
Applicant: Luzerne County
Program Selected: COVID-19 County Relief Block Grant

Project Budget

- Non-Profit/Human Service Provider Assistance Program – This program will be designed to provide financial assistance to 501(c)(3) and 501(c)(19) organizations and for profit human service providers who offer behavioral health and substance use disorder treatment services.
- Municipal COVID Assistance Program – This program will be structured to offer financial assistance to the County’s seventy-six (76) municipalities for expenses related to their response and planning efforts, including Personal Protective Equipment.
- County COVID Expenses – Luzerne County has incurred unexpected expenses during the COVID-19 pandemic. These funds will be used to cover these costs as it relates to the County’s response, planning, and outreach efforts. As the County moves towards the green phase of reopening, additional safety precautions are being put in place for both County employees and the public.
- Broadband Improvements – Funding has been allocated for broadband improvements to unserved or underserved areas of Luzerne County.
- Economic Development/Tourism/Small Business Assistance Program – This program will be designed to provide financial assistance to economic development entities, tourism related businesses and small businesses throughout Luzerne County. The guidelines will specify businesses who received funding through the Federal Paycheck Protection Program or the Economic Injury Disaster Loan Program are not eligible.

Before any of the County’s COVID-19 County Relief Block Grant Program funds are expended for the assistance programs identified above, guidelines will be established to ensure compliance with the Pennsylvania Department of Community and Economic Development’s regulations.
Single Application for Assistance

Web Application Id: 8410098
Applicant: Luzerne County
Program Selected: COVID-19 County Relief Block Grant

Project Narrative

What do you plan to accomplish with this project?
Identify the problem(s) that need to be resolved.

Luzerne County will utilize these COVID-19 County Relief Block Grant funds to offset some of the COVID-19 expenses incurred throughout the County including response, planning and outreach efforts. Luzerne County was one of the most impacted counties in the Commonwealth during this pandemic. The County is dedicated to assisting its municipalities, business community, non-profits and human service providers. In order to assist these groups, Luzerne County will create programs to assist 1) Economic Development, Tourism and Small Businesses; 2) Municipalities; and 3) Non-Profits and Human Service Providers in recovering from the pandemic by providing financial assistance. Funds will be provided for response, planning efforts, behavioral health and substance use disorder treatment services. Additional funding has been allocated for Broadband Improvements in unserved or underserved areas of the County. Lastly, administration costs related to this grant have been identified as a use.

How do you plan to accomplish it?
Include expected outcomes that are measurable, obtainable, clear and understandable, and valid. Examples of measurable outcomes include jobs created or retained, people trained, land or building acquired, housing units renovated or built, etc.

Luzerne County has already been tracking expenses related to the COVID-19 pandemic. Additional sources of funding related to this pandemic have been awarded to the County; the County is cognizant of which grant funds will be used to cover certain expenses. The County anticipates incurring additional expenses as planning and safety measures are put in place for both employees and the public as Luzerne County moves toward the green phase of reopening. Guidelines will be established for the Economic Development, Tourism and Small Businesses assistance program, the Municipal assistance program and the Non-Profits and Human Service Providers assistance program to ensure that all COVID-19 County Relief Block Grant funds are distributed in compliance with the Pennsylvania Department of Community and Economic Development’s guidelines. Additional consideration will be given to make sure that the funds are received by the agencies/organizations most in need of financial assistance.

How do you plan to use the funds?
Should include specific use of funds and reflect the budget provided with the application.

As previously stated, Luzerne County plans to recover some of the expenses incurred during the COVID-19 pandemic including but not limited to county response, planning and outreach activities. Assistance programs will be created for Luzerne County’s municipalities, the business community, non-profits and human service providers. These assistance programs will provide funding for response, planning efforts, behavioral health and substance use disorder treatment services. Additionally, some funding has been identified for broadband improvements in unserved or underserved areas of Luzerne County. Lastly, the County has allocated the maximum amount available for administration of the COVID-19 County Relief Block Grant Program.
Single Application for Assistance
Web Application Id: 8410098
Applicant: Luzerne County
Program Selected: COVID-19 County Relief Block Grant

Project Narrative

Projected Schedule and Key Milestones and Dates
A detailed schedule of activities, including key milestones and dates, must accompany this application if applicable to the project.
Luzerne County will immediately begin working to establish guidelines for each of the assistance programs previously identified. Upon receipt of the fully executed contract from the Pennsylvania Department of Community and Economic Development (PA DCED), Luzerne County will announce the assistance programs that are available and begin the application and review process. Guidelines will include that all eligible expenses must have been incurred after March 1, 2020. The County anticipates making awards under the assistance programs by the end of July or beginning of August. As in compliance with the program guidelines established by the PA DCED, all funds will be expended by December 30, 2020.
Single Application for Assistance
Web Application Id: 841098
Applicant: Luzerne County
Program Selected: COVID-19 County Relief Block Grant

Program Addenda

Please make sure to upload a copy of your completed FFATA Form. Use the control below to select your file.
Download Federal Funding Accountability and Transparency Act Sub-Recipient Data Sheet (05-10-13) (Master).pdf

Uploaded Documents
Executed Federal Funding Accountability.pdf View

The boxes regarding reading and reviewing the COVID-19 COUNTY RELIEF BLOCK GRANT Program Guidelines must be checked in order to submit the application.

I have read and agree to the terms of the COVID-19 County Relief Block Grant Program Guidelines.

DCED has implemented an electronic contracting procedure for awarded funds using an e-signature process. Please provide the name, title, and email address of two authorized individuals who will execute a contract, if awarded.
One of the signatories must be the President/Chairman of the board or council.

1. Name:
   C. David Pedri

   Title:
   County Manager

   Email:
   David.Pedri@luzernecounty.org

2. Name:

   Title:

   Email:
Single Application for Assistance

Web Application Id: 8410098
Applicant: Luzerne County
Program Selected: COVID-19 County Relief Block Grant

Program Addenda