

**RESOLUTION R-2023-70  
LUZERNE COUNTY COUNCIL**

*A Resolution of Luzerne County Council to Renew Lease with Wright Township  
for Magisterial District Court 11-03-06*

WHEREAS, the Home Rule Charter, Section 2.09(B)(6.), Powers and Duties, requires Luzerne County Council to approve by resolution adopted by affirmative vote of at least a majority of its current members, agreements to acquire, lease, sell, convey, vacate, or abandon land, buildings or other real property; and

WHEREAS, Luzerne County has been leasing real property located at 321 South Mountain Boulevard, Mountain Top from the Wright Township for the operation of District Court 11-03-06; and

WHEREAS, the most recent lease extension has long since expired; and

WHEREAS, the parties desire to extend the lease for an additional five-year term commencing January 1, 2023 and expiring December 31, 2027 subject to the terms and conditions set forth in the Lease Agreement attached hereto and incorporated by reference as though fully set forth herein.

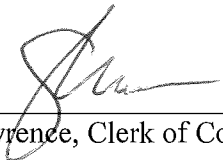
NOW, THEREFORE, BE IT RESOLVED, the lease agreement with Wright Township for real property located at 321 South Mountain Boulevard, Mountain Top housing Magisterial District Court 11-03-06, shall be extended for a period of 5 years, subject to the terms and conditions in the attached lease, at the monthly rental rate of \$2,500 per month (\$30,000 annually).

BE IT FURTHER RESOLVED, the County Manager shall have the authority to execute the lease agreement.

This Resolution shall become effective upon adoption.

ROLL CALL VOTE (9-0)

YES: Bienias, Lescavage, McGinley, Mitchell, Perry, Thornton, SJ Urban, K Vough and Wolovich

Attest:   
Sharon Lawrence, Clerk of Council

LUZERNE COUNTY COUNCIL

By:   
Kendra Vough, Chair

LUZERNE COUNTY MANAGER

By:   
Brian Swetz, Acting County Manager

## LEASE AGREEMENT

Article 1.     Parties.

THIS LEASE made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2023, between WRIGHT TOWNSHIP, hereinafter called Landlord, whose principal place of business is at 321 South Mountain Boulevard, Mountaintop, PA 18707, and the COUNTY OF LUZERNE, a Body Politic and Corporate, organized and existing under the Laws of the Commonwealth of Pennsylvania, with its principal office and place of business in the Luzerne County Court House, 200 North River Street, Wilkes-Barre, PA 18711, hereinafter called Tenant.

Article 2.     Premises.

The Landlord, in consideration of the covenants, conditions, agreements and stipulations of the Tenant hereinafter expressed, does hereby demise and lease to the Tenant, and the Tenant does hereby take and hire from the Landlord the following premises, situated in the Township of Wright, County of Luzerne, and State of Pennsylvania, known and described as follows:

Office and Courtroom for District Magistrate 11-03-06  
Wright Township Municipal Building  
321 South Mountain Boulevard  
Mountaintop, PA 18707

Article 3.     Terms & Use.

To have and to hold the same for a term commencing the 1st day of January, 2023, and terminating on December 31, 2027, a term of five year(s), such premises to be used by the Tenant for the doing of all things necessary and incident to the Tenant's business.

Article 4.     Rental.

In consideration of the demise and leasing of the premises aforesaid by Landlord, the Tenant covenants and agrees to pay to the Landlord at the address stated in Article 20, a monthly rental of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) payable in advance on

the first day of each month during the term of this lease. In the event that the premises, for any reason whatsoever, are not ready for occupancy by the Tenant at the commencement of the term, the Tenant's liability for the rental shall be reduced pro rata until such time as the premises are tendered to the Tenant, ready for occupancy; and if the premises are not so ready for occupancy by N/A, Tenant, in addition to its other rights and remedies, shall have the right to cancel this lease by notice to Landlord.

Article 5. Tenant Maintenance.

Tenant agrees to provide and pay for ordinary repairs to the leased portion of the premises.

Article 6. Landlord Maintenance.

Landlord agrees to provide and pay for all other maintenance not specified in Article 5 as well as all structural and external maintenance and repair of said premises including janitorial service.

Article 7. Taxes & Fire Insurance.

The Landlord shall pay all real estate taxes, and fire and boiler insurance for said premises. Tenant shall provide for its own public liability insurance and insurance for its property on said premises.

Article 8. Alterations & Surrender of Premises.

The Tenant covenants and agree that it will make no structural change or major alteration without the Landlord's consent, which shall not be unreasonably withheld, and without first furnishing the Landlord Five (5) days advance written notice outlining the proposed changes or alterations; that it will not in any manner deface or injure said demised premises or any part thereof, and that it will return said premises peaceable and promptly to the Landlord at the end of the term

of this lease, or at any previous termination thereof, in as good condition as the same are now in, loss by fire or other hazard and by ordinary wear and tear excepted.

Article 9. Fixtures & Personal Property.

Any trade fixtures, equipment and other property installed in or attached to the demised premises by or at the expense of the Tenant shall remain the property of the Tenant and the Landlord agrees that the Tenant shall have the 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, Tenant shall restore the premises to substantially the same condition in which the premises were at the time Tenant took possession, loss by fire or other hazard and by ordinary wear and tear excepted.

Article 10. Utilities & Services.

Landlord hereby agrees to pay any and all charges made by any public or private utility company for services furnished to Tenant on the premises during the term of this lease including, but not limited to, all costs for electricity, sewers, gas, water, air conditioning and heat. Landlord also agrees to furnish janitor service for the premises at the Landlord's sole cost and expense.

Article 11. Assigning & Subletting.

The Landlord agrees that the Tenant shall have the right to assign or sublet the demised premises or any part thereof, but the Tenant shall remain liable for the rent, conditions and covenants of this lease, unless Landlord consents to such assignment or subletting, in which event Tenant shall be released of further liability hereunder.

Article 12. Fire.

The parties hereto mutually agree that if the demised premises are partially or totally destroyed or damaged by fire or other hazard, then Landlord shall repair and restore the demised

premises as soon as is reasonably practicable to substantially the same condition in which the demised premises were before such damage, but if the repairs have not been completed within thirty (30) days from the date of the damage, Tenant may terminate by serving notice upon the Landlord. Provided, however, that in the event the demised premises are completely destroyed or so badly damaged as not to be useable by the Tenant for the purposes herein provided, then this lease shall be terminable by either party hereto .by serving- written notice upon the other; and provided, further, that in any event if repairs have not been commenced within thirty (30) days from the date of said damage and thereafter completed within a reasonable time, in no case to exceed three (3) months, this lease may be immediately terminated by the Tenant by serving written notice upon the Landlord.

In the event the demised premises are completely destroyed or so damaged by fire or other hazard that it cannot reasonably be used by the Tenant for the purposes herein provided, and this lease is not terminated as above provided, then there shall be a total abatement of rent until said premises are made useable. In the event the premises are partially destroyed or damaged by fire or other hazard so that it can only be partially used by the Tenant for the purposes herein provided, then there shall be a partial abatement in the rent corresponding to the time and extent to which said premises cannot be used by the Tenant.

The parties agree that any taking by public authority shall be treated as destruction or damage by fire for purposes of this lease.

The Landlord and Tenant each hereby releases the other from any and all liability or responsibility for any loss, injury or damage to the premises, or its contents, caused by fire or any other casualty or accident during the term of this agreement, even if such fire, casualty or accident

may have been caused by the negligence (but not the willful act) of the other party or one for whom such party may be responsible.

Article 13. Landlord's Default.

The Landlord covenants and agrees that if it shall at any time fail to make such repairs on its part to be performed as in this lease provided, then the Tenant, within a reasonable time after written notice, may, at its option, without liability for default of any covenant or agreement, have such repairs made and deduct the actual cost thereof from the rent thereafter falling due hereunder.

Article 14. Tenant's Default.

If the Tenant shall make default in any covenant or agreement to be performed by it and if, after written notice from Landlord to Tenant, such default shall continue for a period of thirty (30) days or beyond the time reasonably required to cure such default by diligent effort, if greater, for any other default hereunder, or if the leasehold interest of the Tenant shall be taken on execution or other process of law, or if the Tenant shall petition to be or be declared bankrupt or insolvent according to law; then, and in any of said cases, the Landlord may immediately or at any time thereafter, without further notice or demand, enter into and upon said premises or any part hereof and take absolute possession of the same fully and absolutely without such re-entry automatically working a forfeiture of the rents to be paid and the covenants to be performed by the Tenant for the full term of this lease and at the Landlord's election, Landlord may either lease or sublet such premises or any part thereof on such terms and conditions and for such rents and for such time as the Landlord may reasonably elect and after crediting the rent actually collected by the Landlord from such re-letting on the rentals stipulated to be paid under this lease by the Tenant, collect from the Tenant any balance remaining due on the rent reserved under this lease, or Landlord may

declare this lease forfeited and may take full and absolute possession of said premises free from any subsequent rights or obligations of the Tenant.

Article 15. Option to Renew.

For consideration given and covenants made, the Tenant shall have the right to renew or extend this lease, on the same terms and conditions as appear herein, for a term not to exceed the term stated in this lease, but not necessarily for the same term, by giving written notice of such intention sixty (60) days prior to the expiration of the then current term.

Article 16. Tenant's Insurance.

Throughout the term of this lease and any renewals thereof, Tenant shall, at its expense, provide and maintain in force, comprehensive general liability insurance against claims for personal injury, death or property damages occurring in or on the demised premises. Tenant shall have no liability to any individual, person, party or entity for claims for personal injury, death or property damage occurring in or around or as a result of the condition of any other part of the premises other than the demised premises and Landlord agrees to indemnify and hold harmless Tenant from any and all such claims.

Article 17. Quiet Enjoyment.

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

Article 18. Most Favorable Conditions.

Landlord agrees that should any more favorable conditions be included in any other leases entered into between Landlord and any other tenant in this building, during the life of this

instrument, 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 19. Liability Insurance.

Landlord shall keep the common areas (including without limitation, sidewalks, driveways, service areas, curbs and parking areas) in good order and repair, reasonable free of snow, ice and debris and reasonably lighted during the normal business hours. Landlord agrees to carry public liability insurance covering the parking areas and other common areas in an amount not less than Two Hundred Fifty Thousand (\$250,000.00) Dollars for injury to any one person and Five Hundred Thousand (\$500,000.00) Dollars for injuries arising out of any one accident and Fifty Thousand (\$50,000.00) Dollars property damage. Landlord agrees to save and hold the Tenant harmless from any loss cost or suit brought by any person for injuries sustained, or property damage arising out of Landlord's negligence with respect to Landlord's duties.

Article 20. Notices.

Wherever in this lease it shall be required or permitted that notice or demand be given or served by either party to this lease to or on the other, such notice or demand shall be given or served and shall not be deemed to have been given or served unless in writing duly executed and forwarded by certified mail addressed as follows:

To the Landlord at: Wright Township Municipal Building  
321 South Mountain Boulevard  
Mountaintop, PA 18707

To the Tenant at: County of Luzerne  
Attn: Luzerne County Manager  
20 North Pennsylvania Ave.  
Wilkes-Barre, PA 18711



Such addresses may be changed from time to time by either party by serving notices as above provided.

Article 21. Termination.

This lease can be terminated by giving sixty (60) day prior written notice. The date for termination of contract will be set forth by the Luzerne County Council.

Article 22. Obligations of Successors.

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

Article 23. Captions.

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK  
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Landlord and Tenant have caused their respective names to be subscribed to this lease, the execution and delivery thereof having been duly authorized.

Signed and Acknowledged  
in the presence of:

\_\_\_\_\_

Landlord:  
Wright Township

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Signed and Acknowledged  
in the presence of:

\_\_\_\_\_

Tenant:  
County of Luzerne

By: \_\_\_\_\_

Luzerne County Manager