

**RESOLUTION R-2023-69  
LUZERNE COUNTY COUNCIL**

*A Resolution of Luzerne County Council to Renew Lease with Kingston Township  
for Magisterial District Court 11-03-09*

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 11 Carverton Road, Kingston Township from the respective municipality for the operation of District Court 11-03-09; and

WHEREAS, the most recent lease extension expired December 31, 2022; and

WHEREAS, the parties desire to extend the lease for an additional three-year term commencing January 1, 2023 and expiring December 31, 2025 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 Kingston Township for real property located at 11 Carverton Road, Kingston Township housing Magisterial District Court 11-03-09, shall be extended for a period of three years, subject to the terms and conditions in the attached lease, at the following rates:

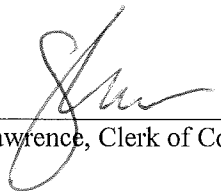
January 1 – December 31, 2023: \$2,586.19/month (\$31,034.28/annual)  
January 1 – December 31, 2024: \$2,637.91/month (\$31,654.92/annual)  
January 1 – December 31, 2025: \$2,690.67/month (\$32,288.04/annual)

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

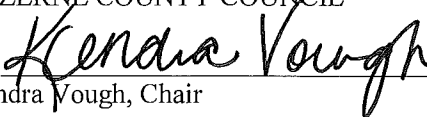
This Resolution shall become effective upon adoption.

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 KINGSTON TOWNSHIP, Shavertown, PA 18708, hereinafter called "landlord", whose principal place of business is at 180 East Center Street, Shavertown, PA 18708 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, North River and North Streets in the City of Wilkes-Barre, County of Luzerne, and Commonwealth of Pennsylvania, 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 leased to the Tenant, and the Tenant does hereby take and hire from the Landlord the following premises, situated in the TOWNSHIP OF KINGSTON, County of Luzerne, and State of Pennsylvania known and described as follows:

OFFICE FOR DISTRICT JUSTICE AND STAFF, COURTROOM, AND PARKING AREA

### 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 31st, 2025, a term of three (3) years, 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

(A) 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 indicated in Article 20, a monthly rental for the following years at the following rates:

- January 1, 2023 thru December 31, 2023      \$2,586.19
- January 1, 2024 thru December 31, 2024      \$2,637.91
- January 1, 2025 thru December 31, 2025      \$2,690.67

(B) The monthly rents shall be payable on the first day of each month for 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 reduce pro rata until such time as the premises are tendered to the Tenant, ready for occupancy; and if the premises are not ready for occupancy by the Tenant, in addition to its other rights and remedies, shall have the right to cancel this lease by written notice to the Landlord. If the Tenant elects the option to renew this lease, in accordance with Article 15, the terms and conditions are subject to negotiations.

ARTICLE 5. TENANT MAINTENANCE

Tenant agrees to provide and pay for ordinary repairs to the leased portion of the premises. Tenant agrees to reimburse Landlord for any janitorial services exceeding eight (8) hours per week for cleaning of agreed upon extra-ordinary filth and/or dangerous bio-hazard materials. Tenant has the right to provide a cleaning staff at its own expense for the cleaning of agreed upon extra-ordinary filth and/or dangerous bio- hazard materials. If the Tenant cannot provide such cleaning staff, the Tenant will be billed at the Landlord's maintenance staff's current fully loaded hourly rate.

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 services not to exceed eight (8) hours per week. Landlord agrees to pay for all utilities, building supplies, toilet paper, soap, paper towels, etc., private parking and maintenance of the building structure and grounds year-round.

ARTICLE 7. TAXES & FIRE INSURANCE

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

ARTICLE 8. ALTERATIONS & SURRENDER OF PREMISES

The Tenant covenants and agrees that it will make no structural change or major alterations without the Landlord's consent, which shall not be unreasonable 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. FIXTURE & 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 premise not to exceed eight (8) hours per week. Tenant agrees to reimburse Landlord for janitor services exceeding eight (8) hours per week.

#### 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

- (A) 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 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.
- (B) In the event the demised premises are completely destroyed or so damaged by fire or other hazard that it cannot reasonable 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 usable. 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.
- (C) The parties agree that any taking by public authority shall be treated as destruction or damage by fire for purposes of this lease.
- (D) 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 demand, enter into and upon said premises or any part thereof and take absolute possession of the same fully 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 reasonable 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 or the Tenant.

#### ARTICLE 15. OPTION TO RENEW

For consideration given, with receipt thereof acknowledged and covenants made between the parties, the Tenant shall have the right to negotiate a renewal or extension of this lease by giving to the Landlord written notice of intention to negotiate a renewal or extension this lease to be delivered to the Landlord by certified mail no less than sixty (60) days prior to the date of the expiration of the term of this lease as stated herein. The rental to be paid by the Tenant to the Landlord during the period of renewal or extension of this lease is more particularly provided in Article 4 hereof. During such period of renewal or extension of this lease, the same terms and conditions, except as to the increases in annual rental as stated in Article 4 hereof, shall apply and be in effect in all respects.

#### 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 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 this 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 the 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, reasonably free of snow, ice and debris and reasonably lighted during 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) Dollars for injury to anyone person and Five Hundred Thousand (\$500,000) Dollars for injuries arising out of anyone accident and Fifty Thousand (\$50,000) 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 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:  
Kingston Township Administrative Office  
180 East Center Street  
Shavertown, PA 18708

To the Tenant at:  
County of Luzerne, Attn: County Manager  
Luzerne County Court House  
200 North River Street  
Wilkes-Barre, PA 18702

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

ARTICLE 20 (A). TERMINATION

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

ARTICLE 21. 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 22. 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 intent of any Article of this lease.

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:  
KINGSTON TOWNSHIP

By: \_\_\_\_\_  
KATHLEEN J. SEBASTIAN  
TOWNSHIP MANAGER

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

TENANT:  
COUNTY OF LUZERNE

By: \_\_\_\_\_  
LUZERNE COUNTY MANAGER