



LAND BANK BOARD MEETING
February 25, 2019, 4:00 P.M.
Council Meeting Room

1. Public Comment
2. Roll Call
3. Approval of minutes of the January 28, 2019 meeting

Documents:

[2019-01-28.pdf](#)

4. Bills and Communications
5. Report of the Executive Director or other appropriate staff
6. Unfinished Business
 - a. Policies and Procedures Update
 - b. Intergovernmental Cooperation Agreement

Documents:

[Land Bank - Intergovernmental Cooperation Agreement.pdf](#)

- c. 2019 Budget and Funding Sources
- d. Grant Opportunities
- e. Insurance
- f. Blighted Property List
- g. Sheriff, Upset & Judicial Sales
7. New Business
 - a. Conflict of Interest Policy
 - b. Other Necessary Policies and Procedures
8. Executive Session
9. Adjournment

January 28, 2019 minutes of the Land Bank Board meeting.

The Board unanimously approved the meeting minutes from its November 26, 2018 meeting.

The Board next discussed insurance quotes and Mr. Keller indicated that the matter is still being researched. This issue should be relisted at an appropriate time in consultation with Mr. Keller.

The Board then discussed funding opportunities. Ms. Branton suggested contacting the regional DCED regarding grant opportunities based on the Borough's participation in the Early Intervention Program.

The Board next discussed exploring opportunities to obtain properties. Ms. Branton suggested that someone contact Wells Fargo, which historically has participated with land banks. It was then agreed that prior to each month's meeting the Blighted Property List with property owner information should be circulated, as well as information related to Sheriff, Upset, and Judicial sales. Solicitor Hovey volunteered to coordinate the circulation of the Blighted Property List, and will reach out to Licensing and Inspections to obtain property owner information. No action was taken regarding the Sheriff, Upset, and Judicial information.

Mr. Keller then provided an update on the MMU with PAID, which is in progress. Solicitor Hovey will contact with Mr. Keller and Ms. Lee-Clark regarding this matter, and they will meet to discuss the specifics of the MMU. Solicitor Hovey will have an update to provide you at next month's meeting.

The Board next took up for consideration the Administrative Policies and Procedures. The Board received comments from two members of the public related to the APP. After discussion of the APP and the issues raised by the public, the Board voted unanimously to adopt the APP subject to approval of Borough Council. Ms. Branton will forward a copy of the approved APP to Mr. Keller for presentation to Council at a future meeting.

Lastly, the Board requested that Ms. Branton and Solicitor Hovey coordinate the preparation of a Conflict of Interest Policy for consideration and potential adoption by the Board.

The Land Bank adjourned at approximately 5:00pm.

INTERGOVERNMENTAL COOPERATION AGREEMENT

AMONG

THE POTTSTOWN BOROUGH LAND BANK,
THE BOROUGH OF POTTSTOWN, THE COUNTY OF MONTGOMERY AND
THE POTTSTOWN SCHOOL DISTRICT

This Intergovernmental Cooperation Agreement ("Agreement") is entered into this 20th day of December, 2018, among and between the POTTSTOWN BOROUGH LAND BANK, a public body corporate and politic created by ORDINANCE NO. 2169 of the Burgess and Town Council of the Borough of Pottstown, with a principal office at _____ (hereinafter "Land Bank"), the BOROUGH OF POTTSTOWN, a Borough created under the _____, with a principal office at 100 E. High Street, Pottstown, PA (hereinafter "Borough"), the COUNTY OF MONTGOMERY, a County created under the County Code with a principal office at One Montgomery Plaza, Norristown, PA (hereinafter "County") and the SCHOOL DISTRICT OF POTTSTOWN, a school district in the Commonwealth of Pennsylvania including in its jurisdiction the Borough which is a party hereto, with a principal office at 230 Beech Street, Pottstown, PA (hereinafter "School District").

WHEREAS, the Land Bank, Borough, County and School District have joined to create stronger communities by dealing with blighted, vacant, abandoned, and tax delinquent properties that impair the quality of life, productive growth, and sustainability of the community; and

WHEREAS, the Borough, County and School District wish to join with the Land Bank to remediate these conditions.

NOW, THEREFORE, the parties, with a mutual desire to work together in promoting effective solutions to these conditions that will revitalize communities and stabilize the tax base, and based upon mutual agreements herein contained, for good and valuable consideration, receipt of which is acknowledged, agree as follows:

1. Recitals. The foregoing Recitals are incorporated into the text of this Agreement.
2. Land Bank Obligation. The Land Bank shall consider, in consultation with the Borough, the acquisition of blighted, vacant, abandoned, and tax delinquent properties located in the Borough. Because the Land Bank has limited funds, it cannot, and does not, hereby commit to acquiring any properties.

With regard to any properties which are acquired, the Land Bank shall attempt to maintain the properties and return them to productive use consistent with the desires of the Borough as set forth in Ordinance No. 2169 (attached hereto as Exhibit A) and any policies and procedures which may be adopted by the Land Bank and amended from time to time. The Borough, the County and the School District are not hereby agreeing to fund, unless specifically negotiated on a case-by-case basis, any acquisition, closing costs, demolition cost, debt service or other costs

with respect to the Land Bank's acquisition of properties; nor are the Borough, County and School District agreeing to fund any costs associated with the sale or leasing of properties acquired by the Land Bank.

3. Obligations of Borough, County and School District. The Borough, County and School District agree, with regard to any property obtained by the Land Bank, that the Borough, County and School District shall forgive, exonerate and release the said property from any real estate tax liens or any other liens, including municipal improvement liens, citation costs or any other charges on the property arising in favor of the Borough, County or School District. The Borough, County and School District understand that during the time that any property is in the ownership of the Land Bank, the same shall not be taxable. The Borough, County and School District understand that when the Land Bank attempts to return the property to productive use, the use may include a tax exempt use, such as transfer to the Borough, County, School District or to a charitable organization.

If the Land Bank is able to and does return the property to a taxable use, the Borough, County and School District agree that, for a period of five (5) years after said property is conveyed by the Land Bank, one half (1/2) of any real estate taxes collected on the property shall accrue to the benefit of the Land Bank. The Borough, County and School District agree to take all action necessary to carry out the allocation of these taxes to the Land Bank.

The Borough agrees to maintain the exterior portion of any property acquired by the Land Bank, including but not limited to, snow or ice clearance, vegetation control, cutting grass and any other agreed upon exterior maintenance during the time the same is owned by the Land Bank. No representation can be or is made as to the time duration which it will take the Land Bank to return any property which it acquires to a productive use. The Borough, County and the School District are not hereby agreeing to fund or perform any capital repairs, replacements or other such work on any property acquired or claimed by the Land Bank. If the Land Bank leases any property it acquires, from that date forward, the Borough shall be released from any further obligation to maintain the property as set for in this section.

4. Notice. The Land Bank shall reasonably attempt to supply notice to the representatives designated by the Borough, County and School District before any action is taken to acquire, rehabilitate, demolish, convey or transfer any property owned by the Land Bank during the term hereof and shall reasonably consult with the designated representative of the Borough in developing a plan for said property.

5. Term and Termination. Any party hereto may terminate this Agreement and withdraw from participation in future acquisitions on thirty (30) days' written notice to the other parties. In the event of withdrawal, all obligations with regard to property already obtained or in process of being obtained by the Land Bank shall continue until the Land Bank conveys the same, and the sharing of real estate tax revenues as described in paragraph three above shall continue for any property until the end of the five year period. Unless terminated by mutual agreement, or as stated in this paragraph, this Agreement shall remain in effect.

6. Independent Contractors. Notwithstanding anything contained herein, each of the parties hereto is and shall remain an independent contractor and the Agreement shall not create any employment, agency, partnership or co-venture relationship and, except as specifically set forth herein, neither party may incur debt or financial obligation in the name of any other party.

7. Compliance with Laws, Ordinances, Rules and Regulations. All activities performed by any party hereunder shall be performed in accordance with all applicable statutes and ordinances.

8. Entire Agreement and Agreement Interpretation. This Agreement constitutes the full and complete understanding and agreement among the parties. No provision of this Agreement shall be construed to create any rights in anyone who is not a party to this Agreement. This Agreement may be amended or revised in writing signed by all of the parties hereto. This Agreement shall be interpreted and construed in accordance with the laws of the Commonwealth of Pennsylvania. The resolution of any conflicts or disputes arising hereunder shall be under jurisdiction and venue of the Montgomery County Court of Common Pleas.

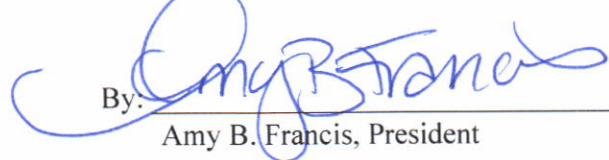
POTTSTOWN BOROUGH LAND BANK

By: _____

BOROUGH OF POTTSTOWN

By: _____

POTTSTOWN SCHOOL DISTRICT

By:  _____
Amy B. Francis, President

COUNTY OF MONTGOMERY

By: _____