

INTERGOVERNMENTAL COOPERATION AGREEMENT

AMONG

THE POTTSTOWN BOROUGH LAND BANK,

THE BOROUGH OF POTTSTOWN, AND

THE POTTSTOWN SCHOOL DISTRICT

This Intergovernmental Cooperation Agreement ("Agreement") is entered into this 2ND day of MAY, 2019, 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"), 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, 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 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 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 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 and School District. The Borough and School District agree, with regard to any property obtained by the Land Bank, that the Borough 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 or School District. The Borough 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 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, 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 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 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 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 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: Deborah Z Pennod

BOROUGH OF POTTSTOWN

By: Dan Weand

POTTSTOWN SCHOOL DISTRICT

By: Angie Bathurst Traub