

**MUNICIPALITY OF MONROEVILLE**  
**COUNTY OF ALLEGHENY, PENNSYLVANIA**  
**ORDINANCE NO. 2620**

**AN ORDINANCE OF THE MUNICIPALITY OF MONROEVILLE, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, AUTHORIZING THE MAYOR ON BEHALF OF THE MUNICIPALITY OF MONROEVILLE TO ENTER INTO AN INTERGOVERNMENTAL COOPERATION AGREEMENT, OR AGREEMENTS WITH OTHER PARTICIPATING MUNICIPALITIES AND TAXING JURISDICTIONS OF ALLEGHENY COUNTY FOR THE PURPOSE OF FORMING, ESTABLISHING AND JOINING A LAND BANK TO BE KNOWN AS THE TRI-COG LAND BANK**

WHEREAS, The Municipality of Monroeville is fully aware of the cost of blight and desires to join with other municipalities to address blight and to transition abandoned properties to beneficial reuse using a unified, predictable, and transparent process in order to revitalize neighborhoods and strengthen the tax base;

WHEREAS, The Intergovernmental Cooperation Act of PA authorizes the Municipality of Monroeville to enter into a contract with The Tri-COG Land Bank and to make appropriations therefor, through an Intergovernmental Cooperation Act, 53 Pa.C.S. §2301, et seq., as amended (the 'Act'); and

WHEREAS, the Land Bank Act, Act 153 of 2012, enacted by the Pennsylvania General Assembly and signed into law by the Governor on October 24, 2012, and codified at 68 Pa.C.S. §2101 et. seq. authorizes the Municipality of Monroeville to create a Land Bank in combination with other Municipalities pursuant to an Intergovernmental Cooperation Agreement pursuant to the Land Bank Act, 68 PA.C.S. §2104(c) (the 'Agreement'); and

WHEREAS, a Municipality may enter into an Intergovernmental Cooperation Agreement upon the passage of an Ordinance by its governing body pursuant to the Act;

WHEREAS, the Municipality of Monroeville desires to enter into the Agreement with other participating Municipalities to establish and join the Tri-COG Land Bank.

NOW, THEREFORE, BE IT ENACTED and ORDAINED by the Council of the Municipality of Monroeville, Allegheny County, as follows:

Section 1. The Title and Background of this Ordinance as set forth above are incorporated herein by reference.

Section 2. The Council of the Municipality of Monroeville hereby approves entering into the Agreement, a copy of which is attached hereto and incorporated herein by reference (and which shall be filed with the minutes of the meeting at which this Ordinance was enacted), with the intent and effect that the Municipality of Monroeville shall be bound by the Agreement.

Section 3. The MAYOR is hereby authorized and directed on behalf of the Council: (i) to execute and deliver the Agreement; and (ii) to execute and deliver such additional instruments, and to take such further actions, as may be necessary or appropriate to carry forth the Agreement and the transactions to be effected under the Agreement, including financial commitments as set forth.

Section 4. All action of any officer, agent or other representative of the Municipality of Monroeville of heretofore taken in the pursuit of the establishment of the Tri-COG Land Bank and or the Municipality of Monroeville's participation therein are hereby ratified and approved in all respects.

Section 5. The MAYOR is hereby authorized to take such other action as may be necessary or appropriate to carry out the purposes of this Ordinance and of the Agreement.

Section 6. As required by the Act, the following matters are specifically found and determined:

- (a) The conditions of the Agreement are set forth in the Agreement;
- (b) The duration of the Agreement is set forth in the Agreement;
- (c) The purposes, objectives, powers and scope of authority granted in the Agreement are set forth in the Recital clauses of the Ordinance and in the Agreement;
- (d) The manner and extent of financing the Agreement is through the allocation of real estate taxes and budgetary contributions set forth in Sections 6.6 and 8.2, respectively, of the Agreement, among other things;
- (e) The corporate organizational structure of the Tri-COG Land Bank shall be comprised of a Board of Directors in accordance with its Bylaws as a Land Bank (the "Bylaws");
- (f) All property, real or personal, of the Tri-COG Land Bank shall be acquired, managed, licensed or disposed of in accordance with the terms of the Agreement and the Bylaws;
- (g) The Tri-COG Land Bank is empowered to enter into contracts for policies for group insurance and employee benefits for its employees, if any, pursuant to the Agreement.

Section 7. Repeal of Ordinances. Any ordinance or part of any ordinances conflicting with the provisions of the Ordinance are hereby repealed insofar as they are inconsistent with the Ordinances provisions.

Section 8. Severability. If any article, section, subsection, provision, regulation, limitation, restriction, sentence, clause, phrase or word in this Ordinance, is, for any reason declared to be illegal, unconstitutional or invalid, by any Court of competent jurisdiction, this decision shall not affect or impair the validity of the Ordinance as a whole, or any other article, section, subsection, provision, regulation, limitation, restriction, sentence, clause, phrase, word, or remaining portion of the within Ordinance. The Municipality of Monroeville declares that it would have adopted the within Ordinance and each article, section, subsection, provision, regulation, limitation, restriction, sentence, clause, phrase or word thereof, irrespective of the limitations, restrictions, sentences, clauses, phrases, or word that may be declared illegal, unconstitutional or invalid.

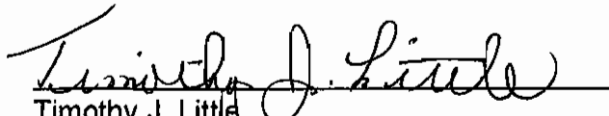
Section 9. Effective Date. This Ordinance shall become effective at the earliest date permitted by law.

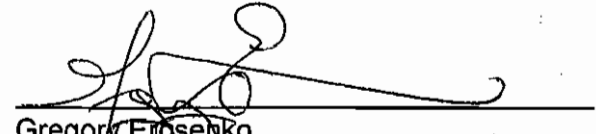
Section 10. Code of Ordinances. The Code of Ordinances, as amended, of the Municipality of Monroeville Allegheny County, Pennsylvania shall be and remain unchanged and in full force and effect except as amended, supplemented, and modified by this Ordinance. This Ordinance shall become a part of this Code of Ordinances upon adoption.

DULY ORDAINED and ENACTED as an Ordinance this 9<sup>th</sup> day of September, 2014.

ATTEST:

MUNICIPALITY OF MONROEVILLE

  
Timothy J. Little  
Municipal Manager

  
Gregory Eroshenko  
Mayor

ENTERED INTO LEGAL BOOK ON: September 19, 2014

**INTERGOVERNMENTAL COOPERATION AGREEMENT  
CREATING AND ORGANIZING THE**

**TRI-COG LAND BANK**

This Intergovernmental Cooperation Agreement (the "Agreement") is made by and among the following municipalities located in Allegheny County, Pennsylvania and existing by virtue of the various municipal laws of Pennsylvania (hereinafter referred to as the "Parties") on the dates indicated pursuant to the authority granted by the referenced ordinance for the purpose of establishing and creating and organizing the Tri-COG Land Bank, a separate legal entity and public body corporate and politic to administer and implement the purposes and objectives of this Agreement:

Name and Address of Municipal Party	Date Agreement Signed	Ordinance No. & Date
Municipality of Monroeville 2700 Monroeville Blvd. Monroeville, PA 15146	September 10, 2014	No. 2620, September 9, 2014
{Municipality}  Address Post Office, PA Zip		
{Municipality}  Address Post Office, PA Zip		
{Municipality}  Address Post Office, PA Zip		
{Municipality}  Address Post Office, PA Zip		
Municipality of  Address Post Office, PA Zip		

WHEREAS, This Agreement is enacted in accordance with the provisions of Act 153 of 2012, enacted by the Pennsylvania General Assembly and signed into law by the Governor on October 24, 2012, and codified at 68 Pa.C.S. §2101 et. seq.

WHEREAS, the Parties, with full awareness of the cost of blight to their respective communities, join together to address blight and to transition abandoned properties to beneficial reuse using a unified, predictable, and transparent process in order to revitalize neighborhoods and strengthen the tax base;

WHEREAS, the Parties desire to create the Tri-COG Land Bank as a public body corporate and politic within the Commonwealth of Pennsylvania to exercise the powers, duties, functions, and responsibilities of a land bank under the Land Banks Act.

Accordingly, the Parties incorporate herein by reference the Title, Preamble and Recitals of this Agreement as set forth above and agree as follows:

## Article I

### DEFINITIONS

As used in this Agreement, the following terms shall have the meanings provided in this Article.

Section 1.1. "Agreement" means this Intergovernmental Cooperation Agreement.

Section 1.2. "Board of Directors" or "Board" means the Board of Directors of the Tri-COG Land Bank.

Section 1.3. "County" means County of Allegheny.

Section 1.4. "Department" The Department of Community and Economic Development of the Commonwealth.

Section 1.5. "Effective Date" means January 1, 2015

Section 1.6. "Fiscal Year" means the fiscal year of the Land Bank, which shall begin on January 1<sup>st</sup> of each year and end on the following December 31<sup>st</sup>.

Section 1.7. "Land Banks Act" means Act 153 of 2012 codified at Title 68 Pa.C.S.A. §2101 et seq. of Purdon's Pennsylvania Statutes and Consolidated Statutes as it exists on the Effective Date, and as it may be hereafter amended or replaced.

Section 1.8. "Land Bank" means the public body corporate and politic established pursuant to and in accordance with the provisions of this Agreement and known as the Tri-COG Land Bank.

Section 1.9. "Land Bank Jurisdiction" means (1) a county, a city, a borough, a township and an incorporated town with a population of more than 10,000; or (2) two or more municipalities with populations less than 10,000 that enter into an intergovernmental cooperation agreement to establish and maintain a land bank as defined in the Land Banks Act.

Section 1.10. "Low income" means a household with total income at or below 80% of the area median income, adjusted for household size, as defined annually by the United States Department of Housing and Urban Development as defined in the Land Banks Act.

Section 1.11. "Members of the Land Bank" means the Parties and any Taxing Jurisdiction that participates with the Land Bank for the purpose, without limitation, of effectuating the power to discharge liens and claims provided in section 2117(a) of the Land Banks Act.

Section 1.12. "Owner-occupant" means a natural person with a legal or equitable ownership interest in property which was the primary residence of the person for at least three consecutive months at any point in the year preceding the date of initial delinquency as defined in the Land Banks Act.

Section 1.13. "Party" or "Parties" means either individually or collectively, as applicable, as each is a signatory to this Agreement, and any other land bank jurisdiction or municipality that becomes a Party to this Agreement after the Effective Date.

Section 1.14. "Person" means an individual, authority, limited liability company, partnership, firm, corporation, organization, association, joint venture, trust, governmental entity or other legal entity.

Section 1.15. "Quorum" means a simple majority of the Board members then in office, excluding vacancies. Physical presence is required in accordance with the Land Banks Act section 2105(g).

Section 1.16. "Real Property" means land and all structures and fixtures thereon and all estates and interests in land, including easements, covenants and leaseholders as defined in the Land Banks Act.

Section 1.17. "School District" means any of the classifications of school districts specified in section 202 of the act of March 10, 1949 (P.L.30, No.14), known as the Public School Code of 1949. The term includes, as to any real property acquired, owned or conveyed by a land bank, the school district within whose geographical jurisdiction the real property is located as defined in the Land Banks Act.

Section 1.18. "State" means the Commonwealth of Pennsylvania.

Section 1.19. "Taxing Jurisdiction" means a county, city, borough, incorporated town, township, school district, or a body politic and corporate created as a municipal authority pursuant to law. The term includes, as to any real property acquired, owned or conveyed by a land bank, the taxing jurisdiction within whose geographical jurisdiction any real property is located.

## ARTICLE II

### PURPOSE

Section 2.1. Purpose. The purpose of this Agreement is to create and empower the Tri-COG Land Bank to exercise the powers, duties, functions and responsibilities of a land bank under the Land Banks Act.

Section 2.2. Programs and Functions. The Tri-COG Land Bank shall endeavor to carry out the powers, duties, functions and responsibilities of a land bank under the Land Banks Act consistent with this Agreement, including, but not limited to, the power, privilege and authority to acquire, manage and dispose of interests in Real Property, and to do all other things necessary or convenient to implement the purposes, objectives and provisions of the Land Banks Act and the purposes, objectives and powers delegated to a land bank under other laws or executive orders.

## ARTICLE III

### CREATION OF LAND BANK

Section 3.1. Creation and Legal Status of Land Bank. The Land Bank is established as a separate legal entity and a public body corporate and politic, to be known as the "Tri-COG Land Bank" for the purposes of acting as a land bank under the Land Banks Act and implementing and administering this Agreement. The Land Bank shall have duration until terminated and dissolved under section 9.1 of this Agreement.

**Section 3.2. Participation by Taxing Jurisdictions.** A Taxing Jurisdiction may participate in the Land Bank pursuant to an intergovernmental cooperation agreement. The agreement must specify the membership, if any, of the Taxing Jurisdiction on the Board. The agreement with a school district must specify the actions of the Land Bank which are subject to approval by the school district.

**Section 3.3. By-Laws, and Policies and Procedures.** The Board shall adopt by-laws consistent with the provisions of this Agreement and the Land Banks Act within 90 days after the Board is appointed. The Board shall adopt policies and procedures consistent with the provisions of this Agreement and the Land Banks Act within 90 days after the Board is appointed. The Board shall hold public hearings prior to the adoption of its Policies and Procedures.

**Section 3.4. Principal Office.** The principal office of the Land Bank shall be at a location within the geographical boundaries of the Parties as determined by the Board.

**Section 3.5. Title to Land Bank Assets.** Except as otherwise provided in this Ordinance, the Land Bank shall have title to all of its Real Property and the Parties shall not have an ownership interest in Real Property owned by the Land Bank.

**Section 3.6. Tax Exemption.** The Real Property of a Land Bank and its income and operations are exempt from State and local tax pursuant to section 2109 of the Land Banks Act. Accordingly, tax exemption does not apply to real property of the Land Bank after the fifth consecutive year in which the Real Property is continuously leased to a private third party. However, real property shall continue to be exempt from State and local taxes if it is leased to a nonprofit or governmental agency at substantially less than fair market value.

**Section 3.8. Compliance with Law.** The Land Bank shall comply with all federal and state laws, rules, regulations and orders applicable to this Agreement.

**Section 3.9. Relationship of Parties.** The Parties agree that no Party shall be responsible, in whole or in part, for the acts of the employees, agents, and servants of any other Party, whether acting separately or in conjunction with the implementation of this Agreement. The Parties shall only be bound and obligated under this Agreement as expressly agreed to by each Party. The Land Bank shall not obligate any Party nor shall any obligation of the Land Bank constitute an obligation of any Party.

**Section 3.10. No Third-Party Beneficiaries.** Except as otherwise specifically provided, this Ordinance does not create in any Person, other than the Parties, and is not intended to create by implication or otherwise, any direct or indirect benefit, obligation, duty, promise, right to be indemnified (such as contractually, legally, equitably or by implication), right to be subrogated to the Parties' rights under this Agreement, or any other right or benefit.

**Section 3.11. Additional Parties to Agreement.** At any time subsequent to the Effective Date, in accordance with the Land Banks Act, an additional land bank jurisdictions located within Allegheny County may become a Party to the Agreement by completing the following requirements:

- (a) Two-thirds approval of the Board as it exists before the addition of the applicable Land Bank Jurisdiction and execution by the Board chairperson of the signature page.
- (b) Adoption of an ordinance; and
- (c) Execution by an authorized representative of the applicable Land Bank Jurisdiction of the signature page.

## ARTICLE IV

## BOARD, EXECUTIVE DIRECTOR AND STAFF

**Section 4.1. Board, Number and Qualifications.** The Land Bank shall be governed by a Board of Directors comprised of nine (9) members. The Board of Directors of the Land Bank shall have authority to modify the size of the Board under the applicable provision of the Bylaws of the Land Bank Board of Directors. The Board shall consist of representatives from the following taxing jurisdictions and who possess the following qualifications:

- Two (2) municipal representatives shall be elected among the Municipal Advisory Committee members and shall be appointed to the Board of Directors. Participating municipality shall assign their Council of Government delegate to the Municipal Advisory Committee
- Two (2) school representatives shall be elected among the School Board Advisory Committee members and shall be appoint to the Board of Directors. Participating School Districts shall designate a delegate to serve on the School Board Advisory Committee.
- One (1) representative shall be appointed by the Allegheny County Executive
- One (1) board seat shall be reserved for resident representation. This seat shall:
  - o be a resident of the land bank jurisdiction;
  - o maintain membership with a recognized civic organization within the land bank jurisdiction.In addition the resident representative shall not:
  - o be a public official or municipal employee; and
- Three (3) seats shall be reserved for those professionals who have expertise that will be beneficial to the land bank. The Municipal Advisory Committee and School Board Advisory committee shall be responsible for determining qualifications and appointing members to the Board.

**Section 4.2. Initial Board members:** The initial members of the Board of Directors of the Tri-COG Land Bank shall be .... The names of the initial Land Bank Board members and the length of terms which they will serve are as follows:

- (a) \_\_\_\_\_ ( ) member(s) appointed by \_\_\_\_\_ for a term ending {date};
- (b) \_\_\_\_\_ ( ) member(s) appointed by \_\_\_\_\_ for a term ending {date};
- (c) \_\_\_\_\_ ( ) member(s) appointed by \_\_\_\_\_ for a term ending {date};
- (d) \_\_\_\_\_ ( ) member(s) appointed by \_\_\_\_\_ for a term ending {date};
- (e) \_\_\_\_\_ ( ) member(s) appointed by \_\_\_\_\_ for a term ending {date};
- (f) \_\_\_\_\_ ( ) member(s) appointed by \_\_\_\_\_ for a term ending {date};
- (g) \_\_\_\_\_ ( ) member(s) appointed by \_\_\_\_\_ for a term ending {date};
- (h) \_\_\_\_\_ ( ) member(s) appointed by \_\_\_\_\_ for a term ending {date};
- (i) \_\_\_\_\_ ( ) member(s) appointed by \_\_\_\_\_ for a term ending {date};

**Section 4.3. Term of Office.** Except as otherwise provided in this section, the members of the Board appointed under Section 4.1 shall be appointed for staggered terms. All subsequent Board appointments and re-appointments shall be for terms of *[3] years. [Board members shall serve no more than 2 consecutive terms.]*

**Section 4.4. Officers.** The members of the Board shall select annually from among their members a chair, vice chair, secretary, treasurer and other officers as the board determines.

**Section 4.5. Rules.** The board shall establish rules on all of the following:



- (1) Duties of officers
- (2) Attendance and participation of members in its regular and special meetings.
- (3) A procedure to remove a member by a majority vote of the other members for failure to comply with a rule.
- (4) Other matters necessary to govern the conduct of a land bank.

Section 4.6. Removal. Board members serve at the pleasure of their appointing entity and may be removed by the appointing entity at any time with or without cause, or may be removed pursuant to any other provision of Pennsylvania law.

Section 4.7. Vacancies. A vacancy among the members of the Board appointed under Section 4.1 whether caused by the death, resignation or removal of a Board member, shall be filled in the same manner as the original appointment for the balance of the unexpired term. Such vacancy shall be filled as soon as practicable. Upon removal under section 4.6 the position shall become vacant pursuant to section 2105(e) of the Land Banks Act.

Section 4.8. Meetings. The Board shall conduct its first meeting no later than 30 calendar days after the Board is appointed. The Board shall meet in regular session according to a schedule adopted by the board and in special session as convened by the Chair, or upon written notice signed by a majority of the members pursuant to Section 2105(g) of the Land Banks Act.

Section 4.9. Records of Meetings. The board shall keep minutes and a record of its proceedings and all meetings of the Board shall comply with the provisions of 65 Pa.C.S. Ch. 7 (relating to open meetings) and the act of February 14, 2008 (P.L.6, No.3), known as the Right-to-Know Law pursuant to section 2113 of the Land Banks Act..

Section 4.10. Voting. All actions of the Board shall be approved by the affirmative vote of a majority of the members of the Board present and voting; provided, however, that action of the Board shall be authorized on the following matters must be approved by a majority of the entire Board membership:

- (1) Adoption of by-laws, policies, and other rules and regulations for conduct of the Land Bank's business;
- (2) Hiring or firing of any employee or contractor of the Land Bank. This function may, by a majority vote of the total Board membership, be delegated to a specific officer or committee of the Land Bank, under such terms and conditions and to the extent that the Board may specify;
- (3) Incurring of debt;
- (4) Adoption or amendment of the annual budget;
- (5) Sale, lease, encumbrance, or alienation of real property, improvements or personal property \$25,000; and
- (6) Discharge and extinguishment of liens or claims for real property taxes owed to one or more of the Parties on Real Property acquired by the Land Bank.

A member of the board may not vote by proxy. A member may request a recorded vote on any resolution or action of the land bank.

Section 4.11. Resident input. All board meetings shall be open to the public and the board shall allow for the public comment.

Section 4.12. Board Responsibilities. The Board shall have all powers necessary to carry out and effectuate the purposes and provisions of this Agreement and the Land Banks Act, including, but not limited to, the powers set forth in Sections 2107 and 2117(a) of the Land Banks Act.

Section 4.13. Fiduciary Duty. The members of the Board are under a fiduciary duty to conduct the activities and affairs of the Land Bank in the best interests of the Land Bank, including the safekeeping and use of all Land Bank monies and assets. The members of the Board shall discharge their duties in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances.

Section 4.14. Compensation. The members of the Board shall receive no compensation for the performance of their duties. A Board member may engage in private or public employment, or in a profession or business, except to the extent prohibited by Pennsylvania law. The Land Bank may reimburse members of the Board for actual and necessary expenses incurred in the discharge of their official duties on behalf of the Land Bank.

Section 4.15. Staff. The land bank may employ or enter into a contract for an executive director, counsel and legal staff, technical experts and other individuals and may determine the qualifications and fix the compensation and benefits of those employees. The Land Bank may enter into contract with Taxing Jurisdictions and Councils of Governments for Land Bank staffing and operation needs.

Section 4.16. Executive Director. The Board may select and retain an executive director. An executive director selected and retained by the Board shall administer the Land Bank in accordance with the operating budget adopted by the Board, general policy guidelines established by the Board, other applicable governmental procedures and policies and this Agreement. The executive director shall be responsible for the day-to-day operations of the Land Bank, the control, management, and oversight of the Land Bank's functions, and supervision of all Land Bank employees. All terms and conditions of the executive director's length of service shall be specified in a written contract between the executive director and the Board, provided that the executive director shall serve at the pleasure of the Board. The Board may delegate to the executive director any powers or duties it considers proper, under such terms, conditions and to the extent that the Board may specify.

Section 4.17. Expertise of Land Bank Staff. The staff of the Land Bank shall be persons who have demonstrated special interest, experience or education in urban planning, community development, real estate, law, finance or related areas.

Section 4.18. Ethics. Board members and land bank employees are subject to 65 Pa.C.S. Ch. 11 (relating to ethics standards and financial disclosure). The Board may adopt ethical guidelines for members of the Board and land bank employees.

Section 4.19. Conflicts of Interest. The acts and decisions of members of the Board and of employees of the Land Bank shall be subject to the act of July 19, 1957 (P.L.1017, No.451), known as the State Adverse Interest Act. The Board may adopt supplemental rules addressing potential conflicts of interest.

## ARTICLE V

### GENERAL POWERS OF LAND BANK

Section 5.1. General Powers. The Land Bank may exercise all of the powers, duties, functions and responsibilities of a land bank under the Land Banks Act to the extent authorized by the Land Banks Act and any other Pennsylvania law.

Section 5.2. Tax Limitation. The Land Bank shall not levy any type of tax or special assessment.

Section 5.3. Eminent Domain Prohibited. The Land Bank shall neither possess nor exercise the power of eminent domain.

Section 5.4. Limitation on Political Activities. The Land Bank shall not spend any public funds on political activities. Subject to the foregoing, this section is not intended to prohibit the Land Bank from engaging in activities authorized by applicable law.

Section 5.5. No Waiver of Governmental Immunity. No provision of this Agreement is intended, nor shall it be construed, as a waiver by any Party of any governmental immunity provided under any applicable law.

Section 5.6. Non-Discrimination. The Land Bank shall comply with all applicable law prohibiting discrimination.

(a) The Land Bank shall not provide services in a manner that discriminates against an individual because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, disability or genetic information.

(b) The Land Bank shall not fail or refuse to hire, recruit, promote, demote, discharge or otherwise discriminate against an individual with respect to employment, compensation, or a term, condition or privilege of employment because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, disability or genetic information.

## ARTICLE VI

### SPECIFIC POWERS OF THE LAND BANK

Section 6.1. Acquisition of Real Property. Except as otherwise provided in this Agreement or under the Land Banks Act, the Land Bank may acquire, by gift, devise, transfer, exchange, foreclosure, purchase or otherwise, Real Property or personal property, or rights or interests in Real Property or personal property, by any means on terms and conditions and in a manner the Board considers is in the best interest of the Land Bank. The Land Bank may purchase Real Property by purchase contract, lease purchase agreements, installment sales contracts and land contracts and may accept transfers from any Party upon terms and conditions as agreed to by the Land Bank and the Party. The Land Bank may acquire Real Property or rights or interests in Real Property for any purpose the Land Bank considers necessary to carry out the purposes of the Land Banks Act.

A Party may transfer to the Land Bank real property and interests in real property of the Party on terms and conditions and according to procedures determined by the Party as long as the real property is located within the Land Bank jurisdiction.

The Land Bank may bid on and acquire title to Real Property in judicial and nonjudicial tax enforcement proceedings in accordance with Section 2117(d), procedures relating to Municipal Claim and Tax Lien Law, of the Land Banks Act or such other general, special or local laws as may be applicable to the property tax enforcement procedures of the land bank jurisdictions and municipalities forming and joining the Land Bank.

Section 6.2. Title to be held in its name. The Land Bank shall hold in its own name all real property it acquires.

Section 6.3. Prohibition on Acquisition of Real Property. A land bank may not own or hold real property located outside the jurisdictional boundaries of the Parties. The Land Bank may, pursuant to an

intergovernmental cooperation agreement with a Taxing Jurisdiction, manage and maintain real property located within the jurisdiction of the Taxing Jurisdiction. The Land Bank shall notify taxing jurisdiction of intent to acquire properties. Properties that are opposed by majority vote of the taxing jurisdiction shall not be considered for acquisition by the land bank if the proposed acquisition violates the municipal zoning ordinance and/or comprehensive plan.

Section 6.5. Donation of tax delinquent properties. The Land Bank is authorized but not obliged to accept donations of real property and extinguish delinquent claims for taxes as to the property under section 5.1 of the act of May 16, 1923 (P.L.207, No.153), referred to as the Municipal Claim and Tax Lien Law. For the purposes of this subsection, the Land Bank shall have all rights and obligations of the municipality provided for in section 5.1 of the Municipal Claim and Tax Lien Law.

Section 6.6. Discharge of Tax Claims, Tax Liens or Municipal Claims. Members of the Land Bank authorize the discharge and extinguishment of tax liens and municipal claims owed to the Parties that encumber Real Property owned by the Land Bank by resolution of the Board subject to the voting requirements of Section 4.10 of this Agreement pursuant to section 2117(a)(1) of the Land Banks Act.

No later than the earlier of ten days prior to the conveyance of the property or within 30 days after the discharge, the Land Bank shall file evidence of the extinguishment and discharge of tax liens or municipal claims with the County Department of Court Records and any other appropriate public office where such liens or other claims are filed, including copies of the resolution by the Board, any intergovernmental cooperation agreements, receipt of payment and other necessary and appropriate documentation.

To the extent that the Land Bank receives payments attributable to a lien or claim for Real Property taxes owed to a Party or Taxing Jurisdiction on property acquired by the land bank, the land bank shall remit the full amount of the payments to the Party or Taxing Jurisdiction.

Section 6.7. Bidding. Each of the Parties agree that each of the Parties and/or the Land Bank may bid on and acquire title to Real Property in the name of the Land Bank in judicial and non-judicial tax enforcement proceedings in accordance with Section 2117(d) of the Land Banks Act entitled, procedure relating to Municipal Claims and Tax Lien Law and any other such general, special or local laws as may be applicable.

Section 6.8. Tax Claims, Tax Liens, Municipal Claims Assignment. The Parties authorize the assignment and transfer of tax claims and liens and municipal claims upon terms and conditions mutually acceptable to each party and the Land Bank pursuant to Section 2117(d)(1) of the Land Banks Act and such other general, special or local laws as may be applicable to the Parties' real estate tax collection and enforcement procedures.

Section 6.9. Quiet Title Actions. The Land Bank may initiate a quiet title action to quiet title to interests in Land Bank Real Property in accordance expedited quiet title proceedings set out in section 2118 of the Land Banks Act.

Section 6.10. Execution of Legal Documents Relating to Real Property. All deeds, mortgages, contracts, leases, purchases or other contracts regarding Real Property of the Land Bank, including contracts to acquire or dispose of Real Property, shall be approved by the Board or by a Land Bank staff member designated by the Board, and executed in the name of the Land Bank.

Section 6.11. Holding and Managing Real Property. The Land Bank may hold and own in its name any Real Property acquired by the Land Bank or transferred to the Land Bank by the State or Taxing Jurisdiction, local unit of government, an intergovernmental entity created under the laws of the State, or

any other public or private Person, including, but not limited to, Real Property with or without clear title. The Land Bank may, without the approval of the Parties, control, hold, manage, maintain, operate, repair, lease as lessor, secure, prevent the waste or deterioration of, demolish, and take all other actions necessary to preserve the value of the Real Property it holds or owns. The Land Bank shall maintain all Real Property held by the Land Bank in accordance with the applicable Party's Code of Ordinances and other applicable statutes, laws and codes. The Land Bank may take or perform actions with respect to Real Property held or owned by the Land Bank, including, but not limited to, the following:

- (a) grant or acquire a license, easement, or option with respect to Real Property as the Land Bank determines is reasonably necessary to achieve the purposes of this Agreement and the Land Banks Act;
- (b) fix, charge, and collect rents, fees, and charges for use of Land Bank Real Property or for services provided by the Land Bank;
- (c) pay any tax or special assessment due on Real Property acquired or owned by the Land Bank;
- (d) take any action, provide any notice, or institute any proceeding required to clear or quiet title to Real Property held by the Land Bank in order to establish ownership by and vest title to Real Property in the Land Bank; and
- (e) remediate environmental contamination on any Real Property held by the Land Bank.

Section 6.12. Owner-occupant policies. The vast majority of the properties the Tri-COG Land Bank will acquire will be vacant. However, in the event that it acquires a property that is the primary place of residence for an owner-occupant through the tax sales process or other means, it shall make best efforts not to displace the owner-occupant. The Tri-COG Land Bank, if feasible, may offer to lease the premises to the prior owner-occupant at fair market value for a period not less than six months.

Section 6.13. Civil Action to Protect Land Bank Real Property. The Land Bank may institute a civil action to prevent, restrain or enjoin the waste of or unlawful removal of any Real Property held by the Land Bank.

Section 6.14. Environmental Contamination. If the Land Bank has reason to believe that Real Property held by the Land Bank may be the site of environmental contamination, the Land Bank shall provide the Pennsylvania Department of Environmental Protection (DEP) with any information in the possession of the Land Bank that suggests that the Real Property may contain such conditions. The Land Bank shall cooperate with the DEP with regard to any request made or action taken by the DEP.

Section 6.15. Public access to inventory. The Land Bank shall maintain and make available for public review and inspection an inventory of real property held by the land bank. The inventory shall be maintained as a public record and shall be filed in the principal office of the Land Bank.

Section 6.16. Transfer of Interests in Real Property by Land Bank. Subject to the policies and procedures of the Board, provisions of this Agreement and the Land Banks Act and other applicable laws, the Land Bank may convey, exchange, sell, transfer, lease, grant or mortgage interests in real property of the land bank to any public or private Person on terms and conditions, in the form and by the method determined to be in the best interests of the Land Bank, and for an amount of consideration the Land Bank considers proper, fair and reasonable including for no monetary consideration.

Section 6.17. Consideration. The Board shall state in the Land Bank policies and procedures the general terms and conditions for consideration to be received by the Land Bank for the transfer of Real Property and interests in Real Property. The Board shall determine the amount and form of consideration necessary to convey, exchange, sell, transfer, lease, grant or mortgage interests in real property. Consideration may take the form of monetary payments and secured financial obligations, covenants and

conditions related to the present and future use of the property, contractual commitments of the transferee and other forms of consideration as determined by the board to be in the best interest of the land bank.

Section 6.18. Municipal Disposition Requirements Not Applicable. Requirements which may be applicable to the disposition of real property and interests in real property by any Party shall not be applicable to the disposition of real property and interests in real property by a land bank pursuant to section 2110(d)(2) of the Land Banks Act.

Section 6.19. Board Disposition Policies. The Land Bank Real Property shall be conveyed in accordance with the Land Banks Act and according to criteria determined in the discretion of the Board and contained in the policies and procedures adopted by the Board. The Board may adopt policies and procedures that set forth priorities for a transferee's use of Real Property conveyed by the Land Bank. The priorities established may be for the entire land bank jurisdiction or may be set according to the needs of different neighborhoods or other locations within the land bank jurisdiction, or according to the nature of the real property. The Land Bank shall notify taxing jurisdiction of intent to dispose of properties. Properties that are opposed by majority vote of the taxing jurisdiction shall not be considered for the proposed disposition by the land bank if the proposed acquisition violates the municipal zoning ordinance and/or comprehensive plan.

Section 6.21. Land use plans. The land bank shall consider all duly adopted land use plans and make reasonable efforts to coordinate the disposition of Real Property with such land use plans pursuant to section 2110(f) of the Land Banks Act.

Section 6.22. Structure of Conveyances. Transactions shall be structured in a manner that permits the Land Bank to enforce contractual agreements, real covenants and the provisions of any subordinate financing held by the Land Bank pertaining to development and use of the Real Property.

Section 6.23. Disposition of Proceeds. Any proceeds from the sale or transfer of Real Property by the Land Bank shall be retained, expended, or transferred by the Land Bank as determined by the Board in the best interests of the Land Bank and in accordance with the Land Banks Act.

## ARTICLE VII

### BOOKS, RECORDS, AND FINANCES

Section 7.1. Land Bank Records. The Land Bank shall keep and maintain at the principal office of the Land Bank all documents and records of the Land Bank. The records of the Land Bank shall include, but not be limited to, a copy of this Agreement along with any amendments to the Agreement. The records and documents shall be maintained until the termination of this Agreement and shall be delivered to any successor entity.

Section 7.2. Financial Statements and Reports. The Land Bank shall cause to be prepared, at the Land Bank's expense, audited financial statements (balance sheet, statement of revenue and expense, statement of cash flows and changes in fund balance) on an annual basis. Such financial statements shall be prepared in accordance with generally accepted accounting principles and accompanied by a written opinion of an independent certified public accounting firm.

**Section 7.3. Annual Budget.** The executive director, or other individual designated by the Board, shall prepare annually a budget for the Land Bank. The Board shall review and approve a budget for the Land Bank immediately preceding each Fiscal Year.

**Section 7.4. Deposits and Investments.** The Land Bank shall deposit and invest funds of the Land Bank, not otherwise employed in carrying out the purposes of the Land Bank, in accordance with an investment policy established by the Board consistent with laws and regulations regarding investment of public funds.

**Section 7.5. Disbursements.** Disbursements of funds shall be in accordance with guidelines established by the Board.

**Section 7.6. Performance Objectives.** Each Fiscal Year, the executive director, or other individual designated by the Board, shall prepare, for review and approval by the Board, objectives for the Land Bank's performance.

## **ARTICLE VIII**

### **FINANCING AND EXPENDITURES**

**Section 8.1. Funding land bank operations.** The Land Bank may receive funding through grants and loans from the Federal Government, the State, Members of the Land Bank, Taxing Jurisdictions and private sources. The Land Bank may receive and retain payments for services rendered, for rents and leasehold payments received, for consideration for disposition of real and personal property, for proceeds of insurance coverage for losses incurred, for income from investments and for an asset and activity lawfully permitted to the Land Bank pursuant to the Land Banks Act.

**Section 8.2. Allocation of real estate tax collections.** Each of the Parties authorize the remittance or dedication to the Land Bank of

- (a) Delinquent real estate taxes collected pursuant to the laws of the Commonwealth not to exceed five percent 5% of the previous year
- (b) Fifty percent (50%) of the real estate taxes collected on Real Property conveyed by the Land Bank commencing with the first taxable year following the date of conveyance and continuing for a period of five years.

**Section 8.3. Borrowing and issuance of bonds.**

(a) Authority for borrowing an issuance of bonds is pursuant to section 2112 of the Land Banks Act.

(1) The Land Bank may issue a bond for any of its corporate purposes by authorizing resolution of the Board.

(2) The principal and interest of a bond shall be payable from the Land Bank's general revenue.

(3) The bond may be secured by any of the following:

(i) A pledge of revenue. This subparagraph includes a grant or contribution from:

(A) The Federal Government or a Federal agency or instrumentality.

(B) The Commonwealth, a Commonwealth agency or an instrumentality of the Commonwealth.

(ii) A mortgage of property of the land bank.

(b) Nature. The bond must meet the requirements of 13 Pa.C.S. § 3104 (relating to negotiable instrument).

- (c) Tax exempt. A bond and the income from the bond is exempt from taxation by:
  - (1) the Commonwealth; or
  - (2) a political subdivision.
- (d) Procedure.--
  - (1) A bond must be authorized by resolution of the Board and shall be a limited obligation of the Land Bank.
  - (2) The principal and interest, costs of issuance and other costs incidental to the bond shall be payable solely from the income and revenue derived from the sale, lease or other disposition of the assets of the Land Bank. The land bank may secure the bond by a mortgage or other security device covering all or part of the project from which the pledged revenues may be derived.
  - (3) A refunding bond issued under this section:
    - (i) shall be payable from:
      - (A) *{specify a source described in this Agreement}*; or
      - (B) the investment of the proceeds of the refunding bonds; and
    - (ii) shall not constitute an indebtedness or pledge of the general credit of a political subdivision within the meaning of a constitutional or statutory limitation of indebtedness and shall contain a recital to that effect.
  - (4) A bond must comply with the authorizing resolution as to:
    - (i) form;
    - (ii) denomination;
    - (iii) interest rate;
    - (iv) maturity; and
    - (v) execution.
  - (5) A bond may be subject to redemption at the option of and in the manner determined by the Board in the authorizing resolution.
- (e) Powers of the Members of the Land Bank.—Members of the Land Bank may elect to guarantee, insure or otherwise become primarily or secondarily obligated on the indebtedness of the Land Bank subject, however, to all other provisions of law of this State applicable to municipal indebtedness.
- (f) Sale.--
  - (1) A bond shall be issued, sold and delivered in accordance with the terms and provisions of the authorizing resolution. The board, to effectuate its best interest, may determine the manner of sale, public or private, and the price of the bond.
  - (2) The resolution issuing a bond must be published in a newspaper of general circulation within the jurisdiction in which the land bank is located.
- (g) Liability.
  - (1) Neither the members of the Land Bank nor a person executing the bond shall be liable personally on the bonds by reason of the issuance of the bond.
  - (2) The bond or other obligation of the Land Bank related to a bond shall not be a debt of a Member of the Land Bank or of the State. A statement to this effect shall appear on the face of the bond or obligation.
  - (3) On the bond or other obligation of the Land Bank related to a bond, all of the following apply:
    - (i) The State has no liability. This subparagraph applies to the revenue and property of the State.
    - (ii) A Member of the Land Bank has no liability. This subparagraph applies to the revenue and property of a Member of the Land Bank.

Section 8.4. Management of Funds. The Land Bank executive director, or other individual designated by the Board, shall be designated the fiscal agent of the Land Bank's account established for the



management of sales proceeds, monetary contributions made by the Parties, and other Land Bank funds. Standard accounting procedures shall be used in the management of the accounts.

Section 8.5. Authorized Expenditures. The Land Bank shall in its sole discretion and within its budget expend such funds as necessary to carry out the powers, duties, functions and responsibilities of a land bank under the Land Banks Act consistent with this Agreement.

Section 8.6. Annual audit and report. The Land Bank shall annually, within 120 days after the end of the fiscal year, submit an audit of income and expenditures, together with a report of its activities for the preceding year, to the Department. A duplicate of the audit and the report shall be filed with the Members of the Land Bank.

## ARTICLE IX

### DURATION AND DISSOLUTION

Section 9.1. Duration. This Agreement shall commence on the Effective Date and shall remain in full force and effect until such time as the Land Bank is terminated and dissolved. Any conflict arising out of the provision of this agree shall be addressed using the Tri-COG Collaborative Conflict Resolution policy.

Section 9.2. Dissolution of the Land Bank. A Board resolution must be approved by two-thirds of the entire board membership to dissolve the Land Bank pursuant to section 2105(h)(3). Dissolution shall be pursuant to section 2114 of the Land Banks Act.

## ARTICLE X

### MISCELLANEOUS

Section 10.1. Filing. The Land Bank shall file a copy of this Agreement with the Department and with the Department of State and provide to the Parties the certificate of incorporation issued by the Secretary of the Commonwealth after receipt of this Agreement.

Section 10.2. Notices. Any and all correspondence or notices required, permitted or provided for under this Agreement to be delivered to any Party shall be sent to that Party by first-class mail. All such written notices shall be sent to each Party's signatory to this Agreement, or that signatory's successor, at the address provide with the signature. All correspondence shall be considered delivered to a Party as of the date that such notice is deposited with sufficient postage with the United States Postal Service. Notices to the Land Bank shall be sent to the Land Bank Principal Office. All notices sent to the address provided with the Party's signatory shall be binding unless said address is changed in writing.

Section 10.3 Entire Agreement. This Agreement set forth the entire agreement between the Parties and supersedes any and all prior agreements or understandings between them in any way related to the subject matter of this Agreement. It is further understood and agreed that the terms and conditions of the Agreement are not a mere recital and that there are no other agreements, understandings, or representations between the Parties in any way related to the subject matter of this Agreement, except as expressly stated in this Agreement.

Section 10.4. Interpretation of Agreement. The Parties intend that this Agreement shall be construed liberally to effectuate the intent and purposes of this Agreement and the legislative intent and purposes of

the Land Banks Act as complete and independent authorization for the performance of each and every act and thing authorized by this Agreement and the Land Banks Act. All powers granted to the Land Bank under this Agreement and the Land Banks Act shall be broadly interpreted to effectuate the intent and purposes and not as a limitation of powers.

Section 10.5. Severability of Provisions. If any provision of this Agreement, or its application to any Person or circumstance, is invalid or unenforceable, the remainder of this Agreement and the application of that provision to other Persons or circumstances are not affected but will be enforced to the extent permitted by law.

Section 10.6. Governing Law. This Agreement is made and entered into in the Commonwealth of Pennsylvania and shall in all respects be interpreted, enforced and governed under the laws of the Commonwealth of Pennsylvania.

MUNICIPALITY OF MONROEVILLE

By: 

Attest: 

Timothy J. Little  
Municipal Manager  
2700 Monroeville Boulevard  
Monroeville, PA 15146