

INTERGOVERNMENTAL COOPERATION AGREEMENT

THIS INTERGOVERNMENTAL COOPERATION AGREEMENT (this “Agreement”) is made and entered into as of the 2 day of December, 2019, by and among the **ERIE COUNTY LAND BANK**, a Pennsylvania land bank, with principal offices located at c/o Erie County Department of Planning and Community Development, 150 E. Front Street, Suite 300, Erie, PA 16507 (hereinafter, the “Land Bank”), the **GREENE TOWNSHIP**, a body corporate and politic with principal offices located at 9333 Tate Road, Erie, PA 16509 (hereinafter, the “Municipality”), and the **WATTSBURG AREA SCHOOL DISTRICT**, a school district in the Commonwealth of Pennsylvania with principal offices located at 10782 Wattsburg Road, Erie, PA 16509 (hereinafter, the “School District”).

Background

A. Land Bank, Municipality, and School District desire to join together to create a stronger community and to deal with blighted, vacant, abandoned, tax delinquent or otherwise obsolete land uses that impair the productive growth and sustainability of the community.

B. Municipality and School District wish to obtain the aid of and encourage Land Bank in obtaining blighted, abandoned, vacant and tax delinquent properties in the Municipality, maintaining them, and attempting to return them to productive use.

C. Land Bank has entered into a separate Intergovernmental Cooperation Agreement, on substantially the same terms and conditions as are contained in this Agreement, with the County of Erie (the “County”) and the Erie County Tax Claim Bureau (the “Tax Claim Bureau”).

Terms of Agreement

NOW, THEREFORE, the parties, with a mutual desire to work together in promoting effective solutions to these conditions that will encourage productive land uses, stabilize the community and the tax base, and based upon mutual agreements herein contained, for good and valuable consideration, receipt of which is acknowledged, and intending to be legally bound hereby, agree as follows:

1. Background. The Background hereto is incorporated herein.

2. Obligations of Land Bank.

a. Land Bank shall pursue, after consultation with Municipality, acquisition of jointly agreed upon real property located in the Municipality. No property shall be acquired hereunder without the written consent of the SUPERVISOR/SECRETARY of the Municipality, or such other person as may be designated in writing by the CHAIRMAN SUPERVISOR of the Municipality (the “Municipality’s Representative”). The parties acknowledge that Land Bank has limited funds and, based upon those limited funds, no guarantee can be made to acquire any particular property.

b. Land Bank, with regard to property which is acquired, shall attempt to return the same to productive use according to Land Bank Policy, attached hereto, which may be amended from time to time. Neither Municipality nor School District is 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 Land Bank’s acquisition of property, nor are they agreeing to fund any cost associated with the sale or leasing of such property.

3. Obligations of Municipality and School District.

a. Municipality and School District agree with regard to any property obtained by Land Bank, that Municipality and School District shall, upon request by Land Bank, except for compelling cause shown, 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 to either of Municipality or School District.

b. Municipality and School District understand that during the time that the property is in the ownership of Land Bank the same shall not be taxable. Municipality and School District understand that when Land Bank attempts to return the property to productive use, the use may include a non-taxable use, such as transfer to the Municipality, County, or School District or for a charitable purpose.

c. If Land Bank is able to and does return the property to a taxable use, Municipality and School District agree that, for a period of five (5) years after said property is transferred from Land Bank, with regard to all taxes to any taxing body, fifty percent (50%) of all real estate taxes collected shall accrue to the benefit of Land Bank. Municipality and School District agree to take all action necessary to carry out the allocation to Land Bank.

d. Neither Municipality nor School District is agreeing to fund or perform any capital repair, replacement or other such work on any property acquired or claimed by Land Bank.

e. Municipality agrees to work with the County Department of Planning and Community Development to develop and adopt a blight strategy for the Municipality.

f. Municipality is obligated to maintain the exterior portion of the property, 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 Land Bank. No representation can be or is made as to the time duration which it will take Land Bank to return property which it acquires to a productive use.

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

5. Inspection. Prior to transfer of a property for lease or sale, Municipality agrees that it will inspect the same, without cost to Land Bank, and supply Land Bank with written notification as to whether the same is in compliance with Municipality building, housing, property maintenance and other applicable codes, rules, regulations and ordinances of the Municipality.

6. Delinquent Tax Sales.

a. Tax Claim Bureau has agreed that Land Bank may acquire properties at any Upset Sale for the minimum bid, provided no third-party bids a higher amount on said property. A bid from a third-party shall not bar Land Bank's right to bid against the third-party for said property. Land Bank's potential purchase of any property at any Upset Sale shall be evidenced by a written "Notice of Interest" delivered by Land Bank to Tax Claim Bureau in sufficient time for notice of such potential bid

to be given by the Tax Claim Bureau in accordance with Sections 602 and 607(a) of the Real Estate Tax Sale Law.

b. Tax Claim Bureau has agreed that Land Bank may acquire properties at any Judicial Sale for such pre-arranged consideration as is negotiated and agreed to by Land Bank and Tax Claim Bureau. Land Bank's potential purchase of any property at any Judicial Sale shall be evidenced by a written Option Agreement executed by Land Bank and Tax Claim Bureau in sufficient time for notice of such potential bid to be given by the Tax Claim Bureau in accordance with Sections 602 and 607(a) of the Real Estate Tax Sale Law, if applicable, or otherwise as designated by the Tax Claim Bureau.

7. Term and Termination. Any party hereto may terminate this agreement and withdraw from participation in future property acquisitions on thirty (30) days written notice to each other party. In the event of withdrawal, all obligations with regard to property already obtained or in process of being obtained by Land Bank shall continue until Land Bank conveys the same and, with regard to the five year allocation of fifty percent (50%) of tax revenues to Land Bank, for a five year period thereafter as necessary to achieve real estate tax collections received from the property after conveyance by Land Bank. Municipality and School District shall be obligated for any specifically agreed-upon costs reasonably incurred with regard to property which Land Bank is obtaining or attempting to obtain prior to notice of withdrawal. Unless terminated by mutual agreement, or as stated in this paragraph, this Agreement shall continue.

8. Independent Contractors. Notwithstanding anything contained herein, each of the parties hereto are and shall remain independent contractors 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 the other.

9. 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, including those of the Commonwealth of Pennsylvania and the County of Erie.

10. Entire Agreement and Agreement Interpretation. This Agreement and the attachments hereto constitute the full and complete understanding and agreement among the parties. No provision of this Agreement shall be construed to create any rights in any party other than Land Bank, Municipality, and School District, and Tax Claim Bureau. This Agreement may only be altered in writing signed by 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 the jurisdiction and venue of the Erie County Court of Common Pleas.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

[SIGNATURE PAGE TO INTERGOVERNMENTAL COOPERATION AGREEMENT]

ATTEST:

GREENE TOWNSHIP

Title: _____

By: _____
Title: _____

ATTEST:

WATTSBURG AREA SCHOOL DISTRICT

Title: _____

By: _____
Title: _____

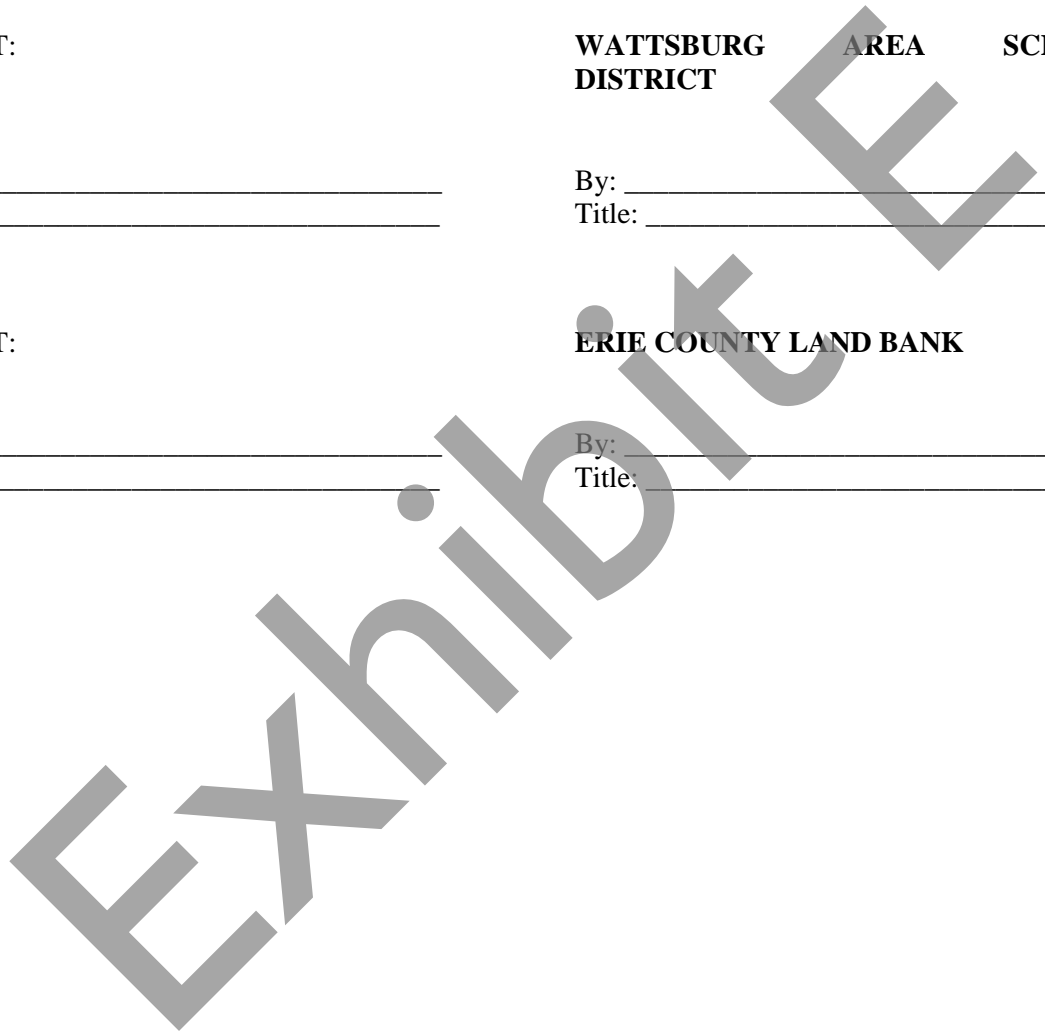
ATTEST:

ERIE COUNTY LAND BANK

Title: _____

By: _____
Title: _____

1607009



**ERIE COUNTY LAND BANK POLICIES RELATING TO
INTERGOVERNMENTAL COOPERATION AGREEMENTS**

WHEREAS, strong communities are important to social and economic vitality; whether urban, suburban or rural, many communities are struggling to cope with vacant, abandoned, tax delinquent, functionally obsolete or otherwise non-contributing properties; and

WHEREAS, the citizens of the Municipality are affected adversely by such properties to the extent that they inhibit economic growth, compromise residential neighborhoods, and burden local government with the costs of addressing substandard conditions while limiting growth of the tax base; and

WHEREAS, there is an overriding public need to confront the problems caused by these properties and return them to productive use; and

WHEREAS, Land Banks are one of the tools that municipalities may use to facilitate the return of these properties to productive use; and

WHEREAS, the Municipality has determined the need for a Land Bank to function within the territorial limits of the Municipality to acquire, hold, and transfer interest in real property throughout the Municipality for the following purposes including but not limited to: (1) to deter the spread of blight; (2) to promote redevelopment and reuse of vacant, abandoned, and/or tax delinquent properties; (3) to support targeted efforts to stabilize neighborhoods; (4) to stimulate residential, commercial and industrial development, and (5) to strengthen the community's tax base, all in ways consistent with goals and proprieties established by Municipality and the Municipality's local government partners and other community stakeholders;

NOW THEREFORE, the Erie Land Bank adopts the following policy, which may be amended by a majority vote of Land Bank at a publically scheduled and noticed meeting, with regards to the acquisition, maintenance and transfer of Land Bank property.

A. Acquisition of Property.

1. The Erie County Land Bank ("Land Bank") shall only acquire property in the Municipality when each of the Municipality, the County and the School District have entered into an Intergovernmental Cooperation Agreement with the Land Bank providing:

a. That, except for compelling cause shown, the municipal taxing authorities will discharge all liens and other back charges against the property upon request following acquisition by Land Bank.

b. That the property will be held by Land Bank tax-free until such time as it is conveyed for redevelopment, at which time it will return to the tax rolls at full assessed value.

c. That an allocation equal to fifty percent (50%) of property tax revenue received by the municipal taxing authorities during a period of five (5) years once the property acquired is returned to the tax rolls following the date of conveyance from the Land Bank shall be paid to Land Bank in order to support future activity. At the conclusion of the five year period, all tax revenue shall belong to the taxing authorities, and Land Bank's involvement will terminate.

2. When Land Bank acquires residential properties that are occupied at the time of acquisition, it is the policy of Land Bank to show a preference for keeping the former owner-occupants in the property, whenever feasible.

3. Before acquiring property in any Municipality, Land Bank shall obtain written consent from the designated representative of such Municipality.

B. Handling and Maintenance of Properties.

1. Land Bank may acquire property, demolish or make improvements thereon, make designs, build or rehabilitate improvements thereon, construct, renovate, relocate and otherwise improve property and market the same.

2. Land Bank may rent property. If a property is rented as part of a final redevelopment disposition agreement, it shall be considered for tax purposes as if it were sold. Interim rentals for the purpose of supporting pre-existing tenants or stabilizing the property during the redevelopment period, will not be considered as if sold.

3. Market value shall be determined by up-to-date data and by using the valuation method that Land Bank determines is the most appropriate given the particular conditions of the property and the surrounding market.

4. Land Bank may set and enforce provisions agreed upon as conditions of sale between the transferee and Land Bank through legally binding mechanisms, including but not limited to deed restrictions, covenants and mortgages.

5. Land Bank may convey title to a municipality or municipal authority, or to another non-profit tax-exempt entity.

6. The ranking of priorities for return of acquired properties to use shall be the following:

a. Return to non-tax exempt residential, commercial or industrial use at market value;

b. Return to non-tax exempt residential, commercial or industrial use at less than market value;

c. Division of adjoining properties to neighboring owners or sale of entire parcels with no structure thereon to adjoining owners;

d. Tax-exempt affordable housing;

e. Purely public spaces and places;

f. Conveyance to municipal, public school, or other public or private charitable purposes.

C. Public Notices.

1. This policy shall be available to the public and shall be publically displayed on any website of Land Bank.

2. A copy of this policy and every amendment hereto shall be provided to each party to any Intergovernmental Cooperation Agreement.

3. In a timely manner, each property acquired by Land Bank shall be listed any Land Bank website.

4. A copy of the listing of all properties owned by Land Bank and prices for the purchase or rental thereof, if established, shall be maintained as a log available to the public at Land Bank offices, available for inspection by the general public during regular office hours.

EXHIBIT E