

INTERGOVERNMENTAL COOPERATION AGREEMENT

This Intergovernmental Cooperation Agreement (the "Agreement") is made by and among the following Tax/Municipal Claim Jurisdictions (the "Parties"), located in Allegheny County, Pennsylvania, and existing by virtue of the various laws of the Commonwealth of Pennsylvania, acting on the dates indicated below, pursuant to the authority granted by the authorizing ordinances and/or resolutions listed below.

This Agreement is made by the Parties for the purposes of (i) establishing, creating, organizing, operating and participating in the Tri-COG Land Bank, a separate legal entity and public body corporate and politic, and (ii) for implementing the purposes and objectives of this Agreement as set forth herein. The ordinances and/or resolutions authorizing the Tax/Municipal Claim Jurisdictions to take these actions are attached hereto and incorporated by reference herein and marked collectively as Exhibit "A."

Name and Address of Party	Date Agreement Signed	Ordinance No. & Date
Braddock Hills Borough 1300 Brinton Road Pittsburgh, PA 15221	10/20/2016	Ordinance 1 of 2015 4/15/2015
Chalfant Borough 144 Lynnwood Avenue East Pittsburgh, PA 15112	12/7/2014	Ordinance 417 1/14/2015
Churchill Borough 2300 William Penn Highway Pittsburgh, PA 15235	10/25/2016	Ordinance 723 11/10/2014
Clairton City 551 Ravensburg Boulevard Clairton, PA 15025	10/21/16	Ordinance 1905 4/14/2015
Dravosburg Borough 226 Maple Avenue Dravosburg, PA 15034	10/17/2016	Ordinance 2014-07 10/21/2014
East Pittsburgh Borough 813 Linden Avenue East Pittsburgh, PA 15112	12/16/14	Ordinance 911 12/16/2014
Edgewood Borough 2 Race Street Edgewood, PA 15218	11/07/16	Ordinance 1058 7/5/2016

Etna Borough 437 Butler Street Pittsburgh, PA 15223	10/21/2016	Ordinance 1359 10/20/2015
Forest Hills Borough 2071 Ardmore Boulevard Pittsburgh, PA 15221	10/25/2016	Ordinance 1046 10/15/2014
McKeesport City 500 Fifth Avenue McKeesport, PA 15132	11/2/2016	Ordinance 15-23 - Bill 138 11/4/2015
Millvale Borough 501 Lincoln Avenue Millvale, PA 15209	10/21/16	Ordinance 2575 11/10/2015
Monroeville Municipality 2700 Monroeville Boulevard Monroeville, PA 15146	12 12/7/14	Ordinance 2620 9/9/2014
North Braddock Borough 600 Anderson Street North Braddock, PA 15104	10/27/2016	Ordinance 1087 12/16/2014
Pitcairn Borough 582 6th Street Pitcairn, PA 15140	10/26/14	Ordinance 2017 7/11/2016
Rankin Borough 320 Hawkins Avenue Rankin, PA 15104	10/27/14	Ordinance 496 7/12/2016
Sharpsburg Borough 1611 Main Street Pittsburgh, PA 15215	10/21/14	Ordinance 15-11 11/19/2015
South Versailles Township Box 66 Coulter, PA 15028	11/18/2016	Ordinance 2016-3 7/8/2016
Swissvale Borough 7560 Roslyn Street Pittsburgh, PA 15218	10/27/2016	Ordinance 15-01 4/1/2015
Turtle Creek Borough 125 Monroeville Avenue Turtle Creek, PA 15145	12/8/16	Ordinance 1107 of 2014 12/1/2014

White Oak Borough 2280 Lincoln Way White Oak, PA 15131	11/2/2016	Ordinance 4083 3/21/2016
Wilkins Township 110 Peffer Road Turtle Creek, PA 15145	10/25/14	Ordinance 1050 1/12/2015
Clairton City School District 501 Waddell Avenue Clairton, PA 15025	10/21/16	Resolution 5-15 of 2015 11/24/2015
Fox Chapel Area School District 611 Field Club Road Pittsburgh, PA 15238	10/3/2016	Resolution 2015-16 12/1/2015
Gateway School District 9000 Gateway Campus Blvd Monroeville, PA 15146	10/25/2014	Resolution 1/21/2016 1/21/2016
McKeesport Area School District 3590 O'Neil Blvd McKeesport, PA 15132	12/1/16	Resolution 1148 6/22/2016
Shaler Area School District 1800 Mt Royal Blvd Glenshaw, PA 15116	10/31/2016	Resolution Dated 7/13/2016
Woodland Hills School District 531 Jones Avenue North Braddock PA, 15104	12/9/2016	Resolution 486.14 of 2014 12/10/2014
County of Allegheny In care of the Allegheny County Department of Economic Development Chatham One, Suite 900 112 Washington Place Pittsburgh, PA 15219	1/10/17	Ordinance 25-16-OR, Bill 9667- 16 6/21/2016

WITNESSETH:

WHEREAS, this Agreement is made and entered into 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.A. § 2101 *et. seq.*, known as the "Land Banks Act;" and

WHEREAS, the Parties are empowered by the Land Banks Act to participate in the creation and administration of a land bank; and

WHEREAS, the Parties, with full awareness of the cost of blight to their respective communities, are desirous of joining 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 their respective tax bases; and

WHEREAS, the Parties desire to join in the creation of the Tri-COG Land Bank, a public body corporate and politic within the Commonwealth of Pennsylvania, with the legal authority to exercise the powers, duties, functions, and responsibilities of a land bank under the Land Banks Act; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and intending to be legally bound thereby, the Parties hereto agree as follows:

Article I – INCORPORATION OF PREAMBLE

The Title and Recital Clauses of this Agreement as set forth above are incorporated by reference in their entirety herein.

Article II - DEFINITIONS

The following terms used in this Agreement shall have the meanings set forth below:

“Act” means the Land Banks Law, Act 153 of 2012, codified at Title 68 Pa.C.S.A. § 2101 *et seq.* and any successor law.

“Agreement” means this Intergovernmental Cooperation Agreement.

“Board” means the Board of Directors of the Tri-COG Land Bank.

“Bylaws” means the bylaws adopted by the Board.

“County” means the County of Allegheny.

“Delinquent Real Estate Tax Principal” means the real estate tax principal or only the face value of the delinquent tax and as such not penalty, interest, fees, charges and expenses remaining due and owing as of January 1st of the year following the calendar year in which the real estate taxes were first due and payable.

“Department” means the Department of Community and Economic Development of the Commonwealth of Pennsylvania.

“Fiscal Year” means the fiscal year of the Land Bank, which shall begin on January 1st of each year and end on December 31st of the same year. The first fiscal year may not be a full calendar year.

“Inaugural Board” means the Board of Directors of the Land Bank succeeding the Interim Board consisting of representatives described in and appointed in accordance with Section 5.2 of this Agreement.

“Interim Board” means the initial Board of Directors of the Land Bank consisting of those individuals named in Section 5.1 of this Agreement for the exclusive and limited purpose stated therein.

“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.

“Members of the Land Bank” or “Land Bank Members” mean the Parties to this Agreement inclusive of any Tax/Municipal Claim Jurisdiction opting in after the establishment and formation of the Land Bank. This term shall not include any Party which has terminated its Land Bank membership pursuant to Section 10.1 of this Agreement, or is removed from the Land Bank pursuant to Paragraph D of Section 9.2 of this Agreement.

“Municipal Corporation” means a city, borough, incorporated town, township or home rule municipality.

“Owner-occupant” means a natural person with a legal or equitable ownership interest in residential 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.

“Party” or “Parties” means either individually or collectively, as applicable, any Tax/Municipal Claim Jurisdiction that is a signatory to this Agreement, inclusive of any Tax/Municipal Claim Jurisdiction opting in after the establishment and formation of the Land Bank.

“Person” means an individual, authority, a limited liability company, partnership, firm, corporation, organization, association, joint venture, trust, governmental entity or other legal entity.

“Policy” or “Policies” means the policies, procedures, rules and/or regulations adopted by the Board.

“Quorum” means a simple majority of the Board members then in office, excluding vacancies.

“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.

"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 the Land Bank, the school district within whose geographical jurisdiction the Real Property is located as defined in the Land Banks Act.

"State" means the Commonwealth of Pennsylvania.

"Super Super Majority" means a vote of the majority of the governing body of the Municipal Corporation or School District plus two (2) additional votes. For those governing bodies consisting of three (3) or less individuals, a Super Super Majority shall mean a vote of all members of the governing body.

"Tax/Municipal Claim Jurisdiction" means a county, city, borough, incorporated town, township, school district, home rule municipality or a body politic and corporate created as a municipal entity pursuant to law (municipal or local authority). The term includes, as to any Real Property acquired, owned or conveyed by the Land Bank, the Tax/Municipal Claim Jurisdiction within whose geographical jurisdiction any Real Property is located.

"Tri-COG Land Bank Jurisdiction" means the jurisdictional boundaries of the Municipal Corporations that are Land Bank Members.

ARTICLE III - PURPOSE

Section 3.1. 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 3.2. 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 IV - CREATION OF LAND BANK

Section 4.1. Creation and Legal Status of Land Bank.

The Parties do hereby create and establish the Tri-COG Land Bank as a separate legal entity and a public body corporate and politic. The Tri-COG Land Bank is created and established for the purposes of acting as a land bank under the Land Banks Act and

implementing and administering this Agreement. The Land Bank shall exist until such time as it is terminated and dissolved in accordance with Section 11.2 of this Agreement.

Section 4.2. Bylaws and Policies.

The Inaugural Board shall adopt Bylaws consistent with the provisions of this Agreement and the Land Banks Act within ninety (90) days after the Inaugural Board is appointed. The Inaugural Board shall adopt Policies consistent with the provisions of this Agreement and the Land Banks Act within one hundred twenty (120) days after the Inaugural Board is appointed.

Section 4.3. Principal Office.

The principal office of the Land Bank shall be at a location within the geographical boundaries of the Parties' political boundaries as determined by the Board.

Section 4.4. Title to Land Bank Assets.

Except as otherwise provided in this Agreement, 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 4.5. Tax Exemption.

The Parties acknowledge and agree that the Real Property of the Land Bank and its income and operations shall have a limited exemption from state and local tax pursuant to Section 2109 of the Land Banks Act.

Section 4.6. Compliance with Law.

The Land Bank shall comply with all federal, state and local laws, rules, regulations and orders applicable to this Agreement.

Section 4.7. Relationship of Parties and the Land Bank.

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 or for the acts of the employees, agents, and servants the Land Bank, whether acting separately or in conjunction with the implementation of this Agreement. Additionally, the Parties agree that the Land Bank shall not be responsible, in whole or in part, for the acts of the employees, agents, and servants of any 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. Except as determined by separate agreement, the Land Bank shall not obligate any Party nor shall any obligation of the Land Bank constitute an obligation of any Party.

Section 4.8. No Third-Party Beneficiaries.

Except as otherwise specifically provided, this Agreement shall neither create in any Person, other than the Parties and the Land Bank, nor is it 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' or Land Bank's rights under this Agreement, or any other right or benefit.

Section 4.9. Additional Parties to Agreement.

After the establishment and formation of the Land Bank, Tax/Municipal Claim Jurisdictions located within Allegheny County may opt-in to the Land Bank and become a Party to this Agreement according to the procedures set forth in the Bylaws.

ARTICLE V – ORGANIZATION AND GOVERNANCE OF THE LAND BANK

Section 5.1. Interim Board.

A. Upon execution of this Agreement, an Interim Board of Directors shall be constituted for the exclusive and limited purpose of compliance with Section 2104 (a) (3) of the Act that requires this Agreement to specify the names of individuals to serve as initial members of the Board.

B. The Interim Board shall have no power or authority to adopt governing documents like the Bylaws or Policies. The Interim Board of the Tri-COG Land Bank shall be appointed by and consist of the following Members:

Raymond Bodnar appointed by Steel Rivers Council of Governments for a term ending the earlier of ninety (90) days after the appointment date, or the seating of the Inaugural Board described herein; and

Michael Bogesdorfer appointed by Steel Rivers Council of Governments for a term ending the earlier of ninety (90) days after the appointment date, or the seating of the Inaugural Board described herein; and

Charles Arthrell appointed by Steel Rivers Council of Governments for a term ending the earlier of ninety (90) days after the appointment date, or the seating of the Inaugural Board described herein; and

Timothy Bridge appointed by Turtle Creek Valley Council of Governments for a term ending the earlier of ninety (90) days after the appointment date, or the seating of the Inaugural Board described herein; and

Dennis Simon appointed by Turtle Creek Valley Council of Governments for a term ending the earlier of ninety (90) days after the appointment date, or the seating of the Inaugural Board described herein; and

William Price appointed by Turtle Creek Valley Council of Governments for a term ending the earlier of ninety (90) days after the appointment date, or the seating of the Inaugural Board described herein; and

Max Spencer appointed by Turtle Creek Valley Council of Governments for a term ending the earlier of ninety (90) days after the appointment date, or the seating of the Inaugural Board described herein; and

Maureen Quinn appointed by the Allegheny County Chief Executive for a term ending the earlier of ninety (90) days after the appointment date, or the seating of the Inaugural Board described herein; and

Michael E. Cherepko appointed by Steel Rivers Council of Governments for a term ending the earlier of ninety (90) days after the appointment date, or the seating of the Inaugural Board described herein; and

Tammy W. Firda appointed by Steel Rivers Council of Governments for a term ending the earlier of ninety (90) days after the appointment date, or the seating of the Inaugural Board described herein; and

David J. Pasternak appointed by Steel Rivers Council of Governments for a term ending the earlier of ninety (90) days after the appointment date, or the seating of the Inaugural Board described herein; and

Section 5.2. Inaugural Board of Directors, Number and Qualifications.

A. The Interim Board shall be replaced by the Inaugural Board of Directors of the Land Bank. The Inaugural Board and all subsequent Boards of Directors of the Land Bank shall be constituted and seated as follows:

1. The Inaugural Board and all subsequent Boards of the Land Bank shall be comprised initially of nine (9) members appointed as follows:

- a. Two (2) members of the Board shall be appointed by the Municipal Advisory Committee described in Section 5.3 below as the "Municipal Representative" Board Members;
- b. Two (2) members of the Board shall be appointed by the School Advisory Committee described in Section 5.3 below as the "School Representative" Board Members;
- c. One (1) member of the Board shall be appointed by the Allegheny County Chief Executive as the "County Representative" Board Member;
- d. One (1) member of the Board seat shall be appointed by the Municipal and School Advisory Committees described in Section 5.3

below as a "Resident Representative" Board Member based upon the following qualifications:

(i) The Resident Representative shall reside within the Tri-COG Land Bank Jurisdiction; and

(ii) The Resident Representative shall maintain membership with a recognized civic organization headquartered or operating within the Tri-COG Land Bank Jurisdiction; and

(iii) The Resident Representative shall not be a public official or public employee.

e. Three (3) members of the Board shall be appointed by the Municipal and School Advisory Committees described in Section 5.3 below and by the County Representative described in subsection c above as the "Professional Representative" Board Members. These three (3) Members of the Board shall be professionals who have expertise that will be beneficial to the Land Bank. The Municipal Advisory Committee, School Advisory Committee and the Board Member appointed by the County Representative shall be responsible for determining the qualifications of the Professional Representative Board Members.

B. In the event that any Board member position set forth in Paragraph A above is or becomes vacant for any reason, the vacancy shall be filled in accordance with Section 5.8 and consistent with the Bylaws.

C. The Board of Directors of the Land Bank shall have authority to modify the size of the Board as warranted consistent with the Bylaws to be adopted by the Board.

D. Except for the Interim Board, the Board of Directors of the Land Bank shall serve for staggered terms in accordance with Section 5.4 below.

Section 5.3. Advisory Committees.

A. Two (2) Advisory Committees Constituted. The following advisory committees are hereby established: a Municipal Advisory Committee and a School Advisory Committee.

B. Purpose of the Advisory Committees. The primary responsibility of Advisory Committees is to elect and appoint certain members to the Board of Directors commencing with the Inaugural Board described in Section 5.2 above. The secondary responsibility of the Advisory Committees is to assist the Land Bank staff in the identification of prospective real estate acquisitions and dispositions, and to make acquisition and disposition recommendations to the Board.

C. Powers of the Advisory Committees. The specific powers and procedures related to the purpose of the Advisory Committees shall be specified in the Bylaws and Policies adopted by the Board.

D. Composition of Advisory Committees.

1. The Municipal Advisory Committee shall be composed of (a) a representative and an alternate designated by each Municipal Corporation Member of the Land Bank who also are the Municipal Corporation's representative and alternate to the Council of Government to which the Municipal Corporation is a member; and (b) a representative and an alternate designated by the Allegheny County Chief Executive.

2. The School Advisory Committee shall be composed of: (a) a representative and an alternate designated by each School District Member of the Land Bank; and (b) a representative and an alternate designated by the Allegheny County Chief Executive.

E. Election of Advisory Committee Members to Board. In accordance with subsection a in Section 1 of Paragraph A of Section 5.2 above, the Municipal Advisory Committee shall elect two (2) of its members to be members of the Board. In accordance subsection b in Section 1 of Paragraph A of Section 5.2 above, the School Advisory Committee shall elect two (2) of its members to be members of the Board.

Section 5.4. Term of Office.

The Inaugural Board shall be appointed for staggered terms as defined below. All subsequent Board appointments and re-appointments shall be for terms of three (3) years and Board members shall serve no more than two (2) consecutive terms.

	Staggered Inaugural Board Election Schedule
After Year One	(1) Municipal Representative, (1) School District Representative and (1) Qualified Professional
After Year Two	(1) Qualified Professional, Resident Representative and Allegheny County Representative
After Year Three	(1) Municipal Representative, (1) School District Representative and (1) Qualified Professional

Section 5.5. 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 5.6. Bylaws and Policies.

The Board shall adopt Bylaws and Policies, inclusive of rules, on all of the following: (i) Duties of officers; (ii) Attendance and participation of Board members in its regular and special

meetings; (iii) procedures to remove a Board member; and (iv) other matters necessary to govern the conduct of the Land Bank and the Board.

Section 5.7. 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 or the Bylaws.

Section 5.8. Vacancies.

A vacancy among the members of the Board appointed under Section 5.2 of this Agreement, 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 5.7, the position shall become vacant pursuant to Section 2105 (e) of the Land Banks Act.

Section 5.9. Meetings.

The Inaugural Board shall conduct its first meeting no later than thirty (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 5.10. 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 the Sunshine Law, 65 Pa.C.S.A. Ch. 7 (relating to open meetings) and the act of February 14, 2008 (P.L.6, No.3), 65 P.S. §67.101 *et seq.*, known as the Right-to-Know Law, pursuant to Section 2113 of the Land Banks Act.

Section 5.11. Voting.

A. Except as otherwise specified, pursuant to Section 2105 (h) of the Act, 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 on the following matters shall be approved by a majority of the entire Board membership:

1. Adoption of bylaws, policies for conduct of the Land Bank's business;
2. Hiring or firing of any employee of the Land Bank;
3. Hiring or firing of any contractor of the Land Bank; provided however, that this function may, by a majority vote of the total Board membership, be delegated to a specific officer of the Board or committee or staff of the Land Bank, under such terms and conditions and to the extent that the Board may specify;

4. Incurring of debt;
5. Adoption or amendment of the annual budget;
6. Sale, lease, encumbrance, or alienation of Real Property, improvements or personal property in excess of \$25,000; and
7. Discharge and extinguishment of liens or claims for real estate taxes to one or more of the Parties on Real Property acquired by the Land Bank.

B. A member of the Board may not vote by proxy. A member of the Board may request a recorded vote on any resolution or action of the Board.

Section 5.12. Resident Input.

All Board meetings shall be open to the public and the Board shall allow for public comment.

Section 5.13. 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 5.14. Fiduciary Duty.

Each Board member shall have 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, and shall discharge his or her duty in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances.

Section 5.15. Compensation.

The members of the Board shall receive no compensation for the performance of their duties. 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 5.16. 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 contracts with Tax/Municipal Claim Jurisdictions and Councils of Governments for Land Bank staffing and operational needs.

Section 5.17. Executive Director.

The Board may retain an executive director. The executive director shall administer the Land Bank in accordance with the operating budget adopted by the Board and Policies, 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 and contracted services. All terms and conditions of the executive director's length of service, powers, duties and responsibilities 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 5.18. Expertise of Land Bank Staff.

The professional 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, accounting or related areas.

Section 5.19. Ethics.

Board members and Land Bank employees are subject to the Ethics Act, 65 Pa.C.S.A. Ch. 11 (relating to ethics standards and financial disclosure). The Board may adopt supplemental rules addressing potential conflicts of interest and ethics guidelines for members of the Board and Land Bank employees.

Section 5.20. 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 (71 P.S. §776.1 *et seq.*).

ARTICLE VI - GENERAL POWERS OF LAND BANK

Section 6.1. 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 applicable law.

Section 6.2. Taxing Limitation.

The Land Bank shall not levy any type of tax or special assessment.

Section 6.3. Eminent Domain Prohibited.

The Land Bank shall neither possess nor exercise the power of eminent domain.

Section 6.4. No Political Contributions.

The Land Bank shall not spend any public funds on political contributions as defined in the Ethics Act.

Section 6.5. No Waiver of Governmental Immunity.

No provision of this Agreement is intended, nor shall it be construed as a waiver of governmental immunity provided to any Party or Person under any applicable law.

Section 6.6. Non-Discrimination.

A. The Land Bank shall comply with all applicable law prohibiting discrimination.

B. 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.

C. 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 VII - SPECIFIC POWERS OF THE LAND BANK

Section 7.1. Acquisition of Real Property.

A. 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.

B. 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 acceptable to the Party and the Land Bank, as long as the Real Property is located within the Tri-COG Land Bank Jurisdiction.

C. The Land Bank may bid on and acquire title to Real Property in judicial and non-judicial tax enforcement proceedings in accordance with Section 2117 (d) of the Land Banks

Act, entitled Procedure relating to Municipal Claim and Tax Lien Law or such other general, special or local laws as may be applicable to the property tax or municipal claim enforcement procedures of the Land Bank Members.

Section 7.2. Title to be Held in its Name.

Except as otherwise provided in this Agreement, the Land Bank shall hold in its own name all Real Property that it acquires.

Section 7.3. Limitations on Acquisition of Real Property.

A. The Land Bank may not own or hold Real Property located outside the Tri-COG Land Bank Jurisdiction, unless the Real Property was acquired by the Land Bank while the Tax/Municipal Claim Jurisdiction, within which the Real Property is located, was a Member of the Land Bank.

B. Except as limited by Section 7.6 of this Agreement, the Land Bank shall notify a Land Bank Member, in writing, of its intent to acquire Real Property within the Land Bank Member's jurisdiction. If, within sixty (60) days of such notice, the governing body of a Municipal Corporation or School District Land Bank Member notifies the Land Bank, in writing, that it objects to the acquisition by a Super Super Majority vote, the Land Bank shall not acquire said Real Property.

C. The Land Bank shall notify a County department or office designated by the County Executive or his duly authorized representative in writing of the Land Bank's intention to acquire Real Property within the County. The County department or office so designated by the County Executive or his duly authorized representative shall conduct a review of the proposed Land Bank acquisition. The County's review of the proposed acquisition shall be conducted by a minimum of three different County employees designated at the discretion of the County. If the County notifies the Land Bank in writing within sixty (60) days of receipt of such notice that it objects to the acquisition, the Land Bank shall not acquire said Real Property. Such notice shall include the name and title of the three County reviewers.

D. When acquiring Real Property pursuant to Paragraph C of Section 7.1 and Section 7.6 of this Agreement, for which the Land Bank Member has incurred costs, fees, expenses and/or attorney fees, the Land Bank shall, to the extent practical, bid an amount sufficient to reimburse the costs, fees, expenses and/or attorney fees directly related to conducting the sale at which the Real Property is purchased.

Section 7.4. Donation of Tax Delinquent Properties.

The Land Bank may accept donations of Real Property in accordance with Section 2109 (h) of the Land Banks Act entitled "Acquisition of Tax Delinquent Properties and extinguish delinquent claims for taxes owed to the Parties.

Section 7.5. Discharge of Tax Claims, Tax Liens or Municipal Claims.

A. The Parties 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 5.11 and the acquisition requirements of Section 7.3 of this Agreement and in accordance with Section 2117 (a) (1) and (a) (2) of the Land Banks Act.

B. No later than the earlier of ten (10) days prior to the conveyance of the Real Property or within thirty (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 or other necessary and appropriate documentation. To the extent necessary, the relevant Tax/Municipal Claim Jurisdictions shall assist the Land Bank in having the tax liens or municipal claims extinguished and discharged.

C. To the extent that the Land Bank receives payments attributable to a lien or claim for real estate taxes or a municipal claim as defined in the act of May 16, 1923 (P.L. 207, No. 153) known as the Municipal Claims and Tax Lien Law and codified at Title 53 P.S. §7101 *et seq.* of Purdon's Pennsylvania Statutes and any successor law ("MCTLL"), owed to a Party or Tax/Municipal Claim Jurisdictions on Real Property acquired by the Land Bank, the Land Bank shall remit the full amount of the payments to the Party or Tax/Municipal Claim Jurisdiction. To the extent that payment cannot be attributed to a specific Tax/Municipal Claim Jurisdiction, then said payment shall be distributed in accordance with the MCTLL.

Section 7.6. 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. Paragraph B of Section 7.3 of this Agreement shall not apply when the Land Bank acquires Real Property at a judicial or non-judicial tax enforcement proceeding, provided that the Land Bank bids a minimum at the tax sale to cover the Plaintiff's costs, fees, expenses and attorney fees directly related to conducting the sale at which the Real Property is purchased.

Section 7.7. Tax Claims, Tax Liens, Municipal Claims Assignment.

The Parties may authorize the assignment and transfer of any Parties' tax claims and liens, municipal claims and any judgment or legal proceeding filed thereon, upon terms and conditions mutually acceptable to such 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 7.8. Quiet Title Actions.

The Land Bank may initiate a quiet title action to quiet title to interests in Land Bank Real Property in accordance with expedited quiet title proceedings set out in Section 2118 of the Land Banks Act and all other applicable laws.

Section 7.9. Execution of Legal Documents Relating to Real Property.

Except as limited by Section 5.11 of this Agreement, 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. The Board may designate an officer or staff person to sign contracts in the name of the Land Bank.

Section 7.10. Holding and Managing Real Property.

A. The Land Bank may hold and own in its name any Real Property in the Tri-COG Land Bank Jurisdiction acquired by the Land Bank or transferred to the Land Bank by the State or Tax/Municipal Claim 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 waste or deterioration, 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 applicable statutes, laws and codes in which the Real Property is situated. 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:

1. 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;
2. Fix, charge, and collect rents, fees, and charges for use of Land Bank Real Property or for services provided by the Land Bank;
3. 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
4. Remediate environmental contamination on any Real Property held by the Land Bank.

B. The Land Bank may manage and maintain Real Property located within the jurisdiction of a Tax/Municipal Claim Jurisdiction that is not a Land Bank Member pursuant to an intergovernmental cooperation agreement between the Land Bank and said Tax/Municipal Claim Jurisdiction.

Section 7.11. Owner-Occupant Policies.

In the event the Land Bank acquires a residential Real Property that is the primary place of residence of an Owner-occupant, it shall proceed in accordance with Section 2104 of the Land Banks Act and the Policies adopted by the Board. 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 7.12. 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 7.13. 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 7.14. 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 7.15. Transfer of Interests in Real Property by Land Bank.

Subject to the Policies 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 7.16. Consideration.

The Board shall state in the Land Bank Policies 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 Real 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 7.17. Municipal Disposition Requirements Not Applicable.

Except as may be limited by this Agreement, 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 the Land Bank pursuant to Section 2110 (d) (2) of the Land Banks Act.

Section 7.18. Board Disposition Policies.

A. 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 adopted by the Board. The Board may adopt Policies 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 Tri-COG Land Bank Jurisdiction or may be set according to the needs of different neighborhoods or other locations within the Tri-COG Land Bank Jurisdiction, or according to the nature of the Real Property.

B. The Land Bank shall notify, in writing, a Municipal Corporation or School District Land Bank Member of its intent to transfer or dispose of its Real Property located within the jurisdiction of the Land Bank Member. If, within sixty (60) days of disposition notice, the Municipal Corporation or School District Land Bank Member objects to the transfer or disposition of the Real Property by Super Super Majority vote, the Land Bank shall not transfer said Real Property.

C. The Land Bank shall notify a County department or office designated by the County Executive or his duly authorized representative in writing of the Land Bank's intention to transfer or dispose of the Land Bank's Real Property. The County department or office so designated shall conduct a review of the proposed Land Bank transfer or disposition. The County's review of the proposed transfer or disposition shall be conducted by a minimum of three different County employees designated at the discretion of the County. If the County notifies the Land Bank in writing within sixty (60) days of receipt of such notice that it objects to the transfer or disposition, the Land Bank shall not transfer or dispose said Real Property. Such notice shall include the name and title of the three County reviewers.

Section 7.19. 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 7.20. 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 7.21. 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 VIII - BOOKS, RECORDS, AND FINANCES

Section 8.1. 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 in accordance with a record retention policy adopted by the Board consistent with the laws and regulations regarding record retention. 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 8.2. 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 8.3. 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 8.4. 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 8.5. Disbursements.

Disbursements of funds shall be in accordance with Board Policy.

Section 8.6. 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 for the ensuing fiscal year or fiscal years. If the Land Bank has not acquired real estate within two

(2) calendar years of the seating of the Inaugural Board, the County will have no obligation to make any payment of its Annual Contribution described in Section 9.2 until the Land Bank has acquired real property.

ARTICLE IX - FINANCING AND EXPENDITURES

Section 9.1. 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, 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 Property 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 9.2. Annual Contributions of Parties Required.

A. In order to achieve Land Bank Member status, each Party shall make an annual contribution to the Land Bank, in accordance with Paragraph B below. Additionally, in accordance with Section 2111 of the Land Banks Act, each Party agrees to dedicate certain current and future real estate taxes to the Land Bank pursuant to Section C below.

B. Each Party's annual contribution ("Annual Contribution") shall be based upon the following formula:

1. Annual Contribution for Municipal Corporation Land Bank Members – A Party that is a Municipal Corporation Land Bank Member shall remit to the Land Bank an Annual Contribution in an amount equal to five percent (5%) of the Delinquent Real Estate Tax Principal collected by or on behalf of that Party for Real Property located within that Municipal Corporation Land Bank Member's jurisdictional boundaries during the prior calendar year for the real estate taxes first due and payable during the year preceding the prior year. By way of example, in the year 2015, the Annual Contribution of that Municipal Corporation Land Bank Member shall be an amount equal to five percent (5%) of the 2013 Delinquent Real Estate Tax Principal collected by or on behalf of that Party for Real Property located within that Municipal Corporation Land Bank Member's jurisdictional boundaries during calendar year 2014. For the year 2016, the Annual Contribution of that Municipal Corporation Land Bank Member shall be an amount equal to five percent (5%) of the 2014 Delinquent Real Estate Tax Principal collected by or on behalf of that Municipal Corporation Land Bank Member for Real Property located within that Municipal Corporation Land Bank Member's jurisdictional boundaries during calendar year 2015.

2. Annual Contribution for County and School District Land Bank Members – A Party that is the County or a School District Land Bank Member shall remit to the Land Bank an Annual Contribution in an amount equal to five percent (5%) of the Delinquent Real Estate Tax Principal collected, by or on behalf of that Party for Real

Property located within the Tri-COG Land Bank Jurisdiction as it exists as of January 1st of the year that the annual contribution is due, during the prior calendar year for the real estate taxes first due and payable during the year preceding the prior year. This amount shall only be calculated based upon delinquent Real Property taxes collected by or on behalf of the County or School District Land Bank Member from Real Property located within the jurisdiction of Municipal Corporation Land Bank Members (that is, the Tri-COG Land Bank Jurisdiction as it exists as of January 1st of the year that the annual contribution is due), and not on the total amount of delinquent taxes collected by or on behalf of the County or School District Land Bank Member on Real Property located in the entire jurisdiction of the County or School District Land Bank Member. By way of example, if in 2016 the County collected a total of one million dollars in 2015 delinquent real estate principal on Real Property throughout the entire County, of which one hundred thousand dollars was collected from Real Property located within the Tri-COG Land Bank Jurisdiction as of January 1, 2017, then the County's Annual Contribution in 2017 would be an amount equal to five percent (5%) of the one hundred thousand dollars collected from Real Property located within the Tri-COG Land Bank Jurisdiction or \$5,000.00. If in 2016 a School District Land Bank Member collected a total of one million dollars in 2015 delinquent real estate principal on Real Property throughout the entire jurisdiction of the School District, of which one hundred thousand dollars was collected from Real Property located within the Tri-COG Land Bank Jurisdiction as of January 1, 2017, then the School District Land Bank Member's Annual Contribution in 2017 would be an amount equal to five percent (5%) of the one hundred thousand dollars collected from Real Property located within the Tri-COG Land Bank Jurisdiction or \$5,000.00.

3. The initial Annual Contribution of a Municipal Corporation or School District Member shall be paid in full within sixty (60) days of the Party's date of joining or December 31st of the year of joining, whichever is sooner. The initial Annual Contribution of the County shall be an amount equal to five percent (5%) of the 2015 Delinquent Real Estate Tax Principal collected, by or on behalf of the County for Real Property located in the Tri-COG Land Bank Jurisdiction as of January 1, 2017, during calendar year 2016 and shall be paid in full on or before March 31, 2017.

4. For all subsequent years during which a Party is a Land Bank Member, such Party shall remit to the Land Bank an Annual Contribution in an amount equal to five percent (5%) of the Delinquent Real Estate Tax Principal collected by or on behalf of the Party for Real Property located in the Tri-COG Land Bank Jurisdiction during the prior calendar year for the real estate taxes first due and payable during the year preceding the prior year as provided in Section 1 and 2 above. However, the Board may establish a lesser percentage of said collections annually for existing Land Bank Members and notify each Party, in writing, of such percentage by October 1st of each year ("Annual Contribution").

5. The Annual Contribution for existing Land Bank Members set forth in Section 4 of Paragraph B above may be paid in full on or before March 31st or in four (4) equal installments, each being due on or before January 15th, April 15th, July 15th and October 15th, respectively. If a Party does not make the first installment payment on or before January 15th, the Party shall be required to pay the Annual Contribution in full on or before March 31st. A Party failing to timely make any installment payment after January 15 of any calendar year shall be obligated to pay the Annual Contribution balance due in full within thirty (30) days of the date of the missed installment payment, without notice from the Land Bank.

6. Any Party, such as the County or a school district, which assesses real estate taxes in multiple Tax/Municipal Claim Jurisdictions shall determine its Annual Contribution to the Land Bank based on the Delinquent Real Estate Tax Principal collected by or on behalf of the Party for Real Property located within the Tri-COG Land Bank Jurisdiction only, as it exists as of January 1st of the year that the annual contribution is due, that is, the jurisdictional boundaries of the Municipal Corporations that are Land Bank Members.

7. The Annual Contribution payments described in Section B above shall be solely based upon the collection of a single year's real estate tax principal. Parties are not obliged to calculate the Annual Contribution based upon any percentage of Delinquent Real Estate Tax Principal collected for any additional tax years, regardless of when such Delinquent Real Estate Tax Principal may be collected in future years.

C. Each Party shall take all necessary actions to dedicate or remit or cause to be dedicated or remitted fifty percent (50%) of the real estate tax principal collected on Real Property disposed of by the Land Bank commencing with the first taxable year following the date of the Land Bank's disposition of the Real Property and continuing each year thereafter for a period of five (5) years. Payment by the Parties to the Land Bank shall be made annually but no later than December 31st of the calendar year in which the taxes were first due and payable, unless the taxes are received by the Party on or after December 1st of the year in which the taxes were first due and payable, in which event the Party shall make the payment required by this Section to the Land Bank within sixty (60) days of the Party's receipt of the taxes. A Party shall not be obligated to pay an Annual Contribution pursuant to Paragraphs A and B of Section 9.2, above, for real estate taxes under this Subsection which are received by the Party in the calendar year following the calendar year in which the real estate tax was first due and payable.

D. The Land Bank shall provide written notice to any Party that fails to timely make the payment required in Paragraphs A, B, and C of this Section 9.2 above. The written notice shall provide the Party with thirty (30) days to pay the amount due in full. Absent other arrangements agreed to by the Board, a Party's failure to make the payment within the time frame set forth in the written notice shall result in the Party's removal as a Land Bank Member

beginning the first day of the month following the deadline set forth in the written notice required pursuant to this Section.

E. If a Party fails to timely make the payment set forth in Paragraphs A, B, and C of this Section 9.2 above, such Party shall be liable for the reimbursement of any attorney fees and other costs, fees and expenses incurred by the Land Bank to collect the amounts due, in addition to the amounts required to be paid under Paragraphs A, B, and C of this Section 9.2 above. Furthermore, the Party shall be responsible for an additional payment equaling ten percent (10%) of the amount due pursuant to Section C above, as reimbursement for the loss of use of those funds by the Land Bank had it been paid timely.

Section 9.3. Borrowing and Issuance of Bonds.

The Land Bank shall borrow and issue bonds to the extent authorized and pursuant to Section 2112 of the Land Banks Act, in accordance with its Bylaws, Policies and all other applicable laws.

Section 9.4. Management of Funds.

The Land Bank's 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 9.5. 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 9.6. Annual Audit and Report.

The Land Bank shall annually, within one hundred twenty (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 X - TERMINATION OF MEMBERSHIP BY TAX/MUNICIPAL CLAIM
JURISDICTION**

Section 10.1. Member Withdrawal Procedure.

A. A Party shall be a Member of the Land Bank beginning January 1 and ending December 31 of each year.

B. A Party shall be required to follow procedures prior to withdrawing from the Land Bank. The Board shall adopt Member Withdrawal Procedures that include at a minimum the following:

1. Procedures for County Land Bank Member – The County shall provide the Land Bank written notice of its intent to withdraw (“Notice of Intent to Withdraw”). If such notice is received between January 1 and June 30, then the withdrawal shall be effective December 31 of that same calendar year. If such notice is received between July 1 and December 31, then the withdrawal shall be effective June 30 of the following year and the County shall pay a pro-rated share of its Annual Contribution under Section 9.2 the following year.

2. Procedure for Municipal Corporation and School District Land Bank Members - A Party shall provide the Land Bank written notice of its intent to withdraw (“Notice of Intent to Withdraw”), which shall be received on or before July 1 of the year for which the withdrawal is intended to be effective. A Party’s Notice of Intent to Withdraw shall initiate a conflict resolution process that shall be completed within one hundred twenty (120) days of the date of mailing of the Notice of Intent to Withdraw. If, following the completion of the conflict resolution process a Party decides to withdraw from the Land Bank, the effective date of the Party’s withdrawal shall be December 31 of the year the notice was received. A Party’s responsibility to make payments pursuant to Paragraph C of Section 9.2 of this Agreement shall survive a Party’s termination or withdrawal as a Land Bank Member with respect to any Real Property acquired by the Land Bank when the Party was a Land Bank Member regardless of when the Real Property is disposed of by the Land Bank. A Party who has withdrawn or who has been terminated from the Land Bank shall not be required to pay the Annual Contribution required in Paragraphs A and B of this Section 9.2 of this Agreement for any years subsequent to the calendar year in which the Party’s termination or withdrawal was effective.

ARTICLE XI - DURATION AND DISSOLUTION

Section 11.1. 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 agreement shall be addressed using the conflict resolution policy adopted by the Board.

Section 11.2. 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 XII - MISCELLANEOUS

Section 12.1. 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 12.2. 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 provided 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 12.3 Entire Agreement.

This Agreement sets forth the entire agreement between the Parties and the Land Bank 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 and the Land Bank in any way related to the subject matter of this Agreement, except as expressly stated in this Agreement.

Section 12.4. 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 12.5. 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 12.6. 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.

BRADDOCK HILLS BOROUGH
1300 Brinton Road
Pittsburgh, PA 15221

By: Charles Artwell
Attest: Myra

CHALFANT BOROUGH
144 Lynnwood Avenue
East Pittsburgh, PA 15112

By: Chad Young
Attest: James G. Perry

CHURCHILL BOROUGH
2300 William Penn Highway
Pittsburgh, PA 15235

By: Thomas J. Perry
Attest: Debra F. Cunningham

CLAIRTON CITY
551 Ravensburg Blvd
Clairton, PA 15025

By: Richard L. Loftis
Attest: Myra

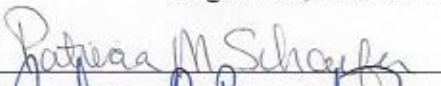
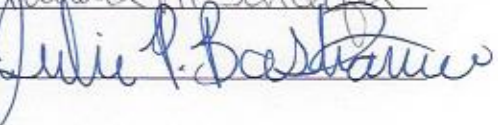
DRAVOSBURG BOROUGH
226 Maple Avenue
Dravosburg, PA 15034

By: 
Attest: 

EAST PITTSBURGH BOROUGH
813 Linden Avenue
East Pittsburgh, PA 15112

By: 
Attest: 

EDGEWOOD BOROUGH
2 Race Street
Edgewood, PA 15218

By: 
Attest: 

ETNA BOROUGH
437 Butler Street
Pittsburgh, PA 15223

By: 
Attest: 

FOREST HILLS BOROUGH
2071 Ardmore Boulevard
Pittsburgh, PA 15221

By: Steve Mason

Attest: Wendelin J. Kucher

MCKEESPORT CITY
500 Fifth Avenue
McKeesport, PA 15132

By: Neil H.

Attest: [Signature]

MILLVALE BOROUGH
501 Lincoln Avenue
Millvale, PA 15209

By: Joe M. [Signature]

Attest: [Signature]

MONROEVILLE MUNICIPALITY
2700 Monroeville Boulevard
Monroeville, PA 15146

By: [Signature]

Attest: [Signature]

NORTH BRADDOCK BOROUGH
600 Anderson Street
North Braddock, PA 15104

By: Timothy W. Budy
Attest: _____

PITCAIRN BOROUGH
582 6th Street
Pitcairn, PA 15140

By: John Bove
Attest: Annette Dietz


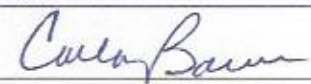
RANKIN BOROUGH
320 Hawkins Avenue
Rankin, PA 15104

By: William H. Rice III
Attest: Sharon L.



SHARPSBURG BOROUGH
1611 Main Street
Pittsburgh, PA 15215

By: Karen Roth
Attest: Wendy Fey

SOUTH VERSAILLES TOWNSHIP
Box 66
Coulter, PA 15028

By: 
Attest: 


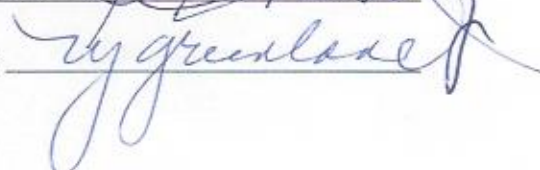
SWISSVALE BOROUGH
7560 Roslyn Street
Pittsburgh, PA 15218

By: 
Attest: 

TURTLE CREEK BOROUGH
125 Monroeville Avenue
Turtle Creek, PA 15145

By: 
Attest: 

WHITE OAK BOROUGH
2280 Lincoln Way
White Oak, PA 15131

By: 
Attest: 

WILKINS TOWNSHIP
110 Pepper Road
Turtle Creek, PA 15145

By: *William J. Martone*
Attest: *Rebecca Bradley*

CLAIRTON CITY SCHOOL DISTRICT
501 Waddell Avenue
Clairton, PA 15025

By: *Robert P. Lutz*
Attest: *Hannu Rajppal*

FOX CHAPEL AREA SCHOOL DISTRICT
611 Field Club Road
Pittsburgh, PA 15238

By: *[Signature]*
Attest: *Dean Jurem*

GATEWAY SCHOOL DISTRICT
9000 Gateway Campus Blvd
Monroeville, PA 15146

By: *[Signature]*
Attest: *Paul A. Schott*

MCKEESPORT AREA SCHOOL DISTRICT
3590 O'Neil Blvd
McKeesport, PA 15132

By: *[Signature]*
Attest: *[Signature]*

SHALER AREA SCHOOL DISTRICT
1800 Mt Royal Blvd
Glenshaw, PA 15116

By: Pr. An

Attest: [Signature]

WOODLAND HILLS SCHOOL DISTRICT
531 Jones Avenue
North Braddock PA, 15104

By: Carla Reis

Attest: [Signature]

COUNTY OF ALLEGHENY
In care of the Allegheny County
Department of Economic Development
Chatham One, Suite 900
112 Washington Place
Pittsburgh, PA 15219

By: William D. McKain

William D. McKain
County Manager

Approved:

[Signature]
Robert D. Hurley, Director
Allegheny County Department of
Economic Development

Approved As To Form:

[Signature]
Allegheny County Solicitor

George M. Janowski
Allegheny County Solicitor