

ORDINANCE 2022 – 5

**AN ORDINANCE OF THE MUNICIPALITY OF KINGSTON, COUNTY OF LUZERNE,
COMMONWEALTH OF PENNSYLVANIA, AUTHORIZING THE TOWN COUNCIL
PRESIDENT TO ENTER INTO AN INTERGOVERNMENTAL COOPERATION
AGREEMENT WITH OTHER PARTICIPATING PARTIES OF LUZERNE COUNTY
FOR THE PURPOSE OF FORMING, ESTABLISHING, AND JOINING A LAND BANK
TO BE KNOWN AS THE LOWER SOUTH VALLEY LAND BANK**

WHEREAS, the Town Council of the Municipality of Kingston is fully aware of the problems and costs associated with blighted, vacant, abandoned, or tax delinquent properties and desires to join with other parties to address blight and to transition abandoned properties; and

WHEREAS, Section 101 et seq of the Charter of the Municipality of Kingston authorizes the Municipality of Kingston to enter into a contract with the Lower South Valley Land Bank and to make appropriations therefor, through the Intergovernmental Cooperation Act, 53 Pa.C.S. § 2301, *et seq.*, as amended; and

WHEREAS, the Land Banks 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 Kingston to create a land bank in combination with other parties pursuant to an intergovernmental cooperation agreement pursuant to the Land Banks Act, 68 Pa.C.S. § 2104(c); and

WHEREAS, a municipality may enter into an intergovernmental cooperation agreement upon the passage of an ordinance by its governing body pursuant to the Land Banks Act;

WHEREAS, the Municipality of Kingston desires to enter into the Lower South Valley Land Bank Intergovernmental Cooperation Agreement with other participating parties to establish and join the Lower South Valley Land Bank.

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED AND ENACTED by the Municipality of Kingston, Luzerne County, Pennsylvania, as follows:

Section 1. The Town Council President is authorized and directed to execute and enter into the Intergovernmental Cooperation Agreement with the participating parties to create the Lower South Valley Land Bank, in substantially the form attached hereto and incorporated herein as Exhibit “A” (the “Agreement”) and to take any and all further actions necessary to implement and comply with the terms of said Agreement.

Section 2. The Agreement provides that the Land Bank shall acquire real property located within the Municipality of Kingston and for the management, development, sale, leasing, and/or financing of any such properties. The Agreement further provides for the treatment of real estate taxes both prior to acquisition and during ownership of said real estate by the Land Bank and for distribution of taxes following the sale of said real estate by the Land Bank.

Section 3. The Town Council of the Municipality of Kingston authorizes payment of funds in accordance with Section 8.2.A. of the Agreement.

Section 4. The term of the Agreement is perpetual with any party being able to terminate the Agreement upon ninety (90) days written notice.

Section 5. Provisions regarding the purpose and objectives of the Agreement, including the powers and scope of authority delegated thereby, the manner and extent of financing, the organizational structure to implement its terms, and further information regarding the manner in which real property shall be acquired, managed, licensed, or disposed of are set forth in the Agreement, the terms of which are incorporated herein. The Agreement includes a statement that the Land Bank shall be empowered to enter into contracts for policies of group insurance and employee benefits, including Social Security, for its employees.

Section 6. All ordinances or resolutions or parts of ordinances or resolutions insofar as they are inconsistent herewith are hereby repealed and rescinded.

Section 7. In the event any provision, section, sentence, clause, or part of this Ordinance shall be held to be invalid, such invalidity shall not affect or impair any of the remaining provisions, sections, sentences, clauses, or parts of this Ordinance; it being the intent of the Municipality of Kingston that the remainder of the Ordinance shall be and shall remain in full force and effect.

Section 8. This Ordinance shall become effective in conformity with Kingston Charter Section 213.

INTRODUCED at a meeting of the Town Council of the Municipality of Kingston held the 1st day of August, 2022.

ADOPTED at a regular meeting of the Town Council of the Municipality of Kingston, Luzerne County, Pennsylvania held the 6th day of September, 2022.

MUNICIPALITY OF KINGSTON
Luzerne County, Pennsylvania


Attest: _____
Valerie Norton, Secretary

By:  3-21-23
Robert Jacobs, President, Town Council

APPROVED:  3-21-23
Jeffrey R. Coslett, Mayor

ATTESTATION BY
ACTING INTERIM MUNICIPAL SECRETARY
PURSUANT TO MUNICIPAL RESOLUTION
2023-6

Executed this 20th day of March, 2023 as authorized by Resolution
2023 – 6 dated March 20, 2023 of the Town Council of the Municipality
of Kingston.

 3-21-2023 Ordinance 2022-5

Paul Keating – Acting Interim Municipal Secretary

Exhibit "A"

**INTERGOVERNMENTAL COOPERATION AGREEMENT BY AND AMONG
ASHLEY BOROUGH, HANOVER TOWNSHIP, THE CITY OF NANTICOKE, NEWPORT TOWNSHIP,
PLYMOUTH TOWNSHIP, THE CITY OF WILKES-BARRE, THE MUNICIPALITY OF KINGSTON, AND THE
HANOVER AREA SCHOOL DISTRICT, PARTIES IN LUZERNE COUNTY, PENNSYLVANIA**

This Intergovernmental Cooperation Agreement (“Agreement”), dated _____, 2022 is entered into by and among the following Parties for the purposes of (i) establishing, creating, organizing, operating, and participating in the Lower South Valley Land Bank, (hereinafter “Land Bank”), a separate legal entity and public body corporate and politic, and (ii) for implementing this Agreement as set forth herein. The ordinances authorizing the Parties to take these actions are attached hereto and incorporated by reference herein and marked collectively as Exhibit “A.”

1. Ashley Borough pursuant to Ordinance No. _____ (2022) of Ashley Borough;
2. Hanover Township pursuant to Ordinance No. _____ (2022) of Hanover Township;
3. The City of Nanticoke pursuant to Ordinance No. _____ (2022) of the City of Nanticoke;
4. Newport Township pursuant to Ordinance No. _____ (2022) of Newport Township;
5. Plymouth Township pursuant to Ordinance No. _____ (2022) of Plymouth Township;
6. The City of Wilkes-Barre pursuant to Ordinance No. _____ (2022) of the City of Wilkes-Barre;
7. The Municipality of Kingston pursuant to Ordinance No. _____ (2022) of the Municipality of Kingston;
8. Hanover Area School District pursuant to School Board approval on _____, 2022; and (collectively known hereinafter as the “Parties”).

WHEREAS, the Parties have joined to create stronger communities and to deal with blighted, vacant, abandoned, or tax delinquent properties in their jurisdictions; and

WHEREAS, the Parties wish to obtain the aid of and encourage the Land Bank in obtaining blighted, vacant, abandoned, or tax delinquent properties in the Land Bank jurisdiction, maintaining them, and attempting to restore them to productive use; and

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. § 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 awareness of the cost of blighted, vacant, abandoned, or tax delinquent properties to their respective communities, are desirous of joining together to address blighted, vacant, abandoned, or tax delinquent properties and to transition these 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 Lower South Valley 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;

NOW, THEREFORE, the Parties, in their mutual desire to work together in dealing with blighted, vacant, abandoned, or tax delinquent properties, and based upon the mutual agreements herein contained, for good and valuable consideration, agree as follows:

Section 1. Preamble.

The preamble hereto is incorporated herein.

Section 2. 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. § 2101 *et seq.* and any successor law.

“Agreement” means this Intergovernmental Cooperation Agreement.

“Board” means the Board of Directors of the Lower South Valley Land Bank.

“Bylaws” means the bylaws adopted by the Board.

“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.

“Land Bank Jurisdiction” means the jurisdictional boundaries of the municipalities that are Land Bank Members.

“Land Bank Members” mean the Parties that are a signatory to this Agreement, inclusive of any municipality opting in after the establishment and formation of the Land Bank.

“Municipality” or “Municipalities” means any county, city, town, borough, township, home rule municipality, or school district in Luzerne County, including those signatory to this Agreement.

“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 municipality that is a signatory to this Agreement and any municipality opting in after the establishment and formation of the Land Bank.

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

“Public Officer” means an individual who is elected to a municipal office.

“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 3. Purpose.

Section 3.1. Purpose.

The purpose of this Agreement is to create and empower the Lower South Valley Land Bank (the “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 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.

Section 4. Creation of Land Bank.

Section 4.1. Creation and Legal Status of Land Bank.

The Parties do hereby create and establish the Lower South Valley Land Bank as a separate legal entity and a public body corporate and politic. The Lower South Valley 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 of this Agreement.

Section 4.2. Bylaws and Policies.

The Land Bank Board of Directors shall adopt Bylaws and Policies consistent with the provisions of this Agreement and the Land Banks Act.

Section 4.3. 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 4.4. Compliance with Law.

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

Section 4.5. Additional Parties to Agreement.

After the establishment and formation of the Land Bank, municipalities located within Luzerne County may opt-in to the Land Bank and become a signatory to this Agreement according to the procedures set forth in the Bylaws.

Section 5. Organization and Governance.

Section 5.1. Initial Board.

- A. Upon execution of this Agreement, an Initial 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 Initial Board shall have no power or authority to adopt governing documents like the Bylaws or Policies. The Initial Board of the Lower South Valley Land Bank shall consist of the following Members:

Carl Byra appointed by Ashley Borough Council;
Samuel T. Guesto, Jr. appointed by Hanover Township Board of Supervisors;
Donna Wall appointed by the City of Nanticoke City Council;
Joseph Hillan appointed by Newport Township Board of Supervisors;
Gail Conrad appointed by Plymouth Township Board of Supervisors;
David G. Wilson appointed by the City of Wilkes-Barre;
Paul Keating appointed by the Municipality of Kingston;
Rick Oravic appointed by Hanover Area School District; and
Ronald Jones appointed by Newport Township Board of Supervisors.

- C. All Initial Board Members are appointed for a term ending the earlier of ninety (90) days after the appointment date, or the seating of the Board described herein.

Section 5.2. Board of Directors.

- A. The Initial Board shall be replaced by the Board of Directors (the “Board”) of the Land Bank.
- B. The Board shall be comprised of nine (9) members.
- C. Ashley Borough, Hanover Township, the City of Nanticoke, Newport Township, Plymouth Township, the City of Wilkes-Barre, the Municipality of Kingston, and the Hanover Area School District (the “Parties”) shall each appoint one member.
 - 1. The members of the Board shall be appointed by their governing bodies pursuant to each Governing Code. Each Board member shall serve the following staggered terms:
 - a. Ashley Borough three (3) years
 - b. Hanover Township three (3) years
 - c. City of Nanticoke three (3) years
 - d. Newport Township two (2) years
 - e. Plymouth Township two (2) years
 - f. City of Wilkes-Barre two (2) years
 - g. Municipality of Kingston one (1) year
 - h. Hanover Area School District one (1) year
 - i. Thereafter, each term shall be for a three (3) year period.
- D. The remaining Board member shall be appointed by the eight (8) other members of the Board. In the event of a tie vote the Executive Director, or in the absence of an Executive Director, the Board Chair, shall be the deciding/tie breaking vote. The Board member shall serve for a three (3) year period.
- E. At least one Board member shall be (1) a resident of the land bank jurisdiction; (2) is not a public officer or municipal employee; and, (3) maintains membership with a recognized civic organization within the Land Bank Jurisdiction.

- F. Members of the Board shall include individuals with expertise in relevant areas, including but not limited to planning, real estate development, open space, and architecture. All board members shall live in the Land Bank Jurisdiction unless the board member is a public officer or employee of a member municipality.
- G. The Board of Directors shall have the authority to modify the size of the Board as warranted consistent with the Bylaws adopted by the Board.

Section 5.3. 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 5.4. Vacancies and Re-appointments.

A vacancy on the Board shall be filled in the same manner as the original appointment for the balance of the unexpired term. Such vacancy or re-appointment shall be filled as soon as practicable. In the event a board member's term expires, the board member may continue to serve until re-appointment or until the seat is filled by a new appointment.

Section 5.5. 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 5.6. 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 5.7. Meetings.

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 5.8. Quorum.

A majority of the Board, excluding vacancies, constitutes a quorum. Physical presence is required under this paragraph. Physical presence means that members may only attend and participate in meetings of the Board by being physically present. A Board Member that participates via telephone or other electronic communication method must be able to be heard by everyone present, including the public. Additionally, the Board Member must be able to hear all the deliberations of the Board and comments of the public during the meeting. Board members who participate for the entire meeting via telephone or other electronic communication method constitutes the member being physically present at the meeting.

Section 5.9. Voting.

- A. Except as otherwise specified, pursuant to Section 2105(h) of the Land Banks Act, all actions of the Board shall be approved by the affirmative vote of a majority of the board present and voting; provided, however, that action of the Board on the following matters must be approved by a majority of the entire Board membership:

1. Adoption of bylaws and policies, including the rules required by Section 2105(d), for the 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 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 of 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 of action of the Board.

Section 5.10. Resident Input.

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

Section 5.11. 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 5.12. 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.

Section 6. Powers of the 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. Eminent Domain Prohibited.

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

Section 6.3. 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.

- B. The Land Bank may acquire real property from municipalities by purchase contracts, lease purchase agreements, installment sales contracts, and land contracts and may accept transfers from municipalities upon terms and conditions as agreed to by the Land Bank and the municipality.
- C. A municipality may transfer to the Land Bank real property and interests in real property of the municipality on terms and conditions and according to procedures acceptable to the municipality and the Land Bank, as long as the real property is located within the Land Bank Jurisdiction.
- D. 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(c) or Section 2117(d) of the Land Banks Act, 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 6.4. Title to be Held in its Name.

The Land Bank shall hold in its own name all real property that it acquires.

Section 6.5. Limitations on Acquisition of Real Property.

The Land Bank may not own or hold real property located outside the Land Bank Jurisdiction, unless the real property was acquired by the Land Bank while the municipality, within which the real property is located, was a Member of the Land Bank.

Section 6.6. Tax Claim Bureau Repository Properties.

The Luzerne County Tax Claim Bureau may transfer to the Land Bank real property of the county held by the Tax Claim Bureau in a repository for unsold property.

Section 6.7. 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 6.8. Discharge of Tax Claims, Tax Liens, or Municipal Claims.

A. Municipalities.

1. The Municipalities, except for the school districts, authorize the discharge and extinguishment of tax liens and municipal claims owed to the municipalities that encumber real property owned by the Land Bank by resolution of the Board subject to the voting requirements of Section 5.9. of this Agreement, the acquisition requirements of Section 6.3. of this Agreement, and in accordance with Section 2117(a)(1) of the Land Banks Act.
2. 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 Luzerne County Tax Claim Bureau, including copies of the resolution by the Board, any intergovernmental cooperation agreements, receipt of payment, or other necessary and appropriate documentation.
3. To the extent that the Land Bank receives payments attributable to a lien or claim for

real property taxes owed to a municipality or school district on property acquired by the Land Bank, the Land Bank shall remit the full amount of the payments to the municipality or school district.

4. For the duration of the time real property is held by the Land Bank, the Municipalities authorize the abatement of all real estate taxes, water, sewer, and other charges under their jurisdiction.

B. School District.

1. The School Districts that are a Party to this ICA agree to consider the discharge of a lien or claim to property the Land Bank plans to acquire or already has acquired in accordance with Section 2117 (a) (2) of the Land Banks Act.
2. The Land Bank shall submit in writing to the School Board a request to discharge a lien or claim owed to the School District. The School Board shall determine whether or not to discharge the lien or claim within 60 days of receipt of the request. The School Board shall forward their decision in writing to the Land Bank within five (5) days of the decision.
3. 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 claims with the Luzerne County Tax Claim Bureau, including copies of the resolution by the Board, any intergovernmental cooperation agreements, receipt of payment, or other necessary and appropriate documentation pursuant to Section 2117 (a) (3) of the Land Banks Act.
4. To the extent that the Land Bank receives payments attributable to a lien or claim for real property taxes owed to the School District on property acquired by the Land Bank, the Land Bank shall remit the full amount of the payments to the School District pursuant to Section 2117 (b) of the Land Banks Act.

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 with expedited quiet title proceedings set out in Section 2118 of the Land Banks Act and all other applicable laws.

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. The Board may designate an officer or staff person to sign contracts in the name of the Land Bank.

Section 6.11. Holding and Managing Real Property.

- A. The Land Bank may hold and own in its name any real property in the Land Bank Jurisdiction acquired by the Land Bank or transferred to the Land Bank by the State, municipality, 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 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 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 Municipalities are obligated to maintain the real property within their municipality, including site clean-up, vegetation control, cutting grass, and any other agreed-upon maintenance during the time the same is owned by the Land Bank. No representation can be or is made as to the time duration which it will take the Land Bank to return the real property which it acquires to a productive use.
- C. Prior to transfer of a real property by the Land Bank for lease or sale, the Municipalities agree that within their jurisdiction each will inspect the same, without cost to the Land Bank, and supply the Land Bank with a written inspection report. The report will indicate whether the property is in compliance with the building, housing, property maintenance, and other applicable codes, rules, regulations, and ordinances of each municipality.

Section 6.12. 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 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. 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.

Section 6.15. 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 6.16. 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 adopted by the Board. The Parties understand that the Land Bank will attempt to return the real property to productive use,

which may include a non-taxable use, such as transfer to a municipality, school district, or for a charitable purpose.

Section 6.17. 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.

Section 7. Books, Records, and Finances.

Section 7.1. Land Bank Records.

The Land Bank shall keep and maintain 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 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 Board, or other individual designated by the Board, shall prepare annually a budget for the Land Bank. The Board shall approve a budget for the Land Bank immediately preceding each fiscal year.

Section 8. 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 Commonwealth of Pennsylvania, 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 assets, and activity lawfully permitted to the Land Bank pursuant to the Land Banks Act.

Section 8.2. Party Monetary Considerations.

- A. Parties shall pay \$3,000 to participate in this Agreement. The Land Bank may charge reasonable fees for future operating costs as approved by the Land Bank Board.
- B. Each Party shall take all necessary actions to remit fifty percent (50%) of the real estate tax principal collected on real property, within their taxing jurisdiction, 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 no later than December 31st of the calendar year in which the taxes were first due and payable.

- C. The Land Bank shall provide written notice to any Party that fails to timely make the payment required in Paragraphs A and B of this Section 8.2. 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.
- D. If a Party fails to timely make the payment set forth in Paragraphs A and B of this Section 8.2. 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 and B of this Section 8.2. above.

Section 8.3. 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 2112.(e) of the Land Banks Act shall not be permitted unless each member municipality's governing body approves the bond liability.

Section 8.4. Management of Funds.

The Land Bank's treasurer, 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 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 Pennsylvania Department of Community and Economic Development. A duplicate of the audit and the report shall be filed with the governing bodies of the Land Bank Jurisdiction which created the land bank and each political subdivision which opted to participate in the land bank pursuant to an intergovernmental agreement.

Section 9. Policies.

The Land Bank shall develop Policies consistent with the provisions of this Intergovernmental Cooperation Agreement and the Land Banks Law. The Land Bank Policies shall initially be adopted and thereafter reviewed at least every other year by the Land Bank Board. If the Land Bank has employees, the Land Bank shall be empowered to enter into contracts for policies of group insurance and employee benefits, including Social Security, for its employees.

Section 10. Termination of Membership.

Any Party may withdraw their membership and terminate their Intergovernmental Cooperation Agreement by providing the land bank ninety (90) days written notice of its intent to withdraw. In the event of a withdrawal, all of the Party's obligations are terminated, except that the obligations for the real property already obtained by the Land Bank in the jurisdiction, including, but not limited to, the post-Land Bank conveyance five-year allocation of one-half (1/2) of tax revenues to the Land Bank, shall continue. Unless terminated by mutual agreement, or as stated in this paragraph, this Agreement shall continue.

Section 11. 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.

Section 12. Miscellaneous.

Section 12.1. Filing.

The Land Bank shall file a copy of this Agreement with the Pennsylvania Department of Community and Economic Development and with the Pennsylvania 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. 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 12.3. 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 12.4. 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 12.5. 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.

ATTEST:

ASHLEY BOROUGH
MUNICIPALITY

ATTEST:

HANOVER TOWNSHIP
MUNICIPALITY

ATTEST:

THE CITY OF NANTICOKE
MUNICIPALITY

ATTEST:

NEWPORT TOWNSHIP
MUNICIPALITY

ATTEST:

PLYMOUTH TOWNSHIP
MUNICIPALITY

ATTEST:

THE CITY OF WILKES-BARRE
MUNICIPALITY

ATTEST:

THE MUNICIPALITY OF KINGSTON
MUNICIPALITY

ATTEST:

HANOVER AREA SCHOOL DISTRICT

SCHOOL DISTRICT
