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Land Bank Board Meeting  
March 25, 2019  
4:30 p.m.  
Council Meeting Room

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1. Public Comment
2. Roll Call
3. Approval of minutes of the February 25, 2019 meeting

Documents:

[2019-02-25.pdf](#)

4. Bills and Communications
5. Report of the Executive Director or other appropriate staff
6. Unfinished Business
  - a. Intergovernmental Cooperation Agreement

Documents:

[Land Bank - Intergovernmental Cooperation Agreement.pdf](#)

- b. 2019 Budget and Funding Sources
- c. Grant Opportunities
- d. Insurance
- e. Blighted Property List
- f. Sheriff, Upset & Judicial Sales
- g. Conflict of Interest Policy

Documents:

[Conflict of Interest Policy \(DRAFT\).pdf](#)

7. New Business
  - a. Review - Other Necessary Policies and Procedures

i. Record Retention Policy

Documents:

[Land Bank - Record Retention 03-2019.pdf](#)

8. Executive Session

9. Adjournment

February 25, 2019 minutes of the Land Bank Board meeting.

The meeting was called to order at 4:05 pm by Ms. Penrod.

First order of business was public comment. The only commenter was Matt Green, a Pottstown realtor, who thanked Mr. Keller for assistance in a real estate matter.

Roll call: Attendees were: Deb Penrod, Twila Fisher, Cheryl Chiarello, and Winnie Braxton. Also in attendance: Justin Keller, Peggy Lee Clark and Matt Hovey, Esquire, solicitor.

Absent (excused) – Carol Kulp.

Minutes of January 2019 meeting: Ms. Chiarello moved and Ms. Penrod seconded a motion to approve the January minutes, and said motion passed unanimously.

There was no discussion on bills as there are currently no bills for payment.

Ms. Penrod reported that the policies and procedures submitted by the Land Bank were approved by Borough Council.

Mr. Monastra moved and Ms. Fisher seconded a motion to approve the Intergovernmental Cooperation Agreement was approved unanimously. This agreement will need to have the approval from Montgomery County.

Ms. Penrod advised that there is no budget report as there is no financial activity currently planned.

There are no current grant opportunities identified or in progress.

Ms. Penrod executes an authorization presented by Justin Keller which would allow the acquisition of additional quotes for Land Bank insurance.

The Board then reviewed the current list of Blighted Properties. It was noted that no bank owned properties appeared on the list. The Land Bank discussed the generation of the list, and requested additional information from the Borough's Licensing and Inspection Department.

A discussion ensued regarding Sheriff's sales. Mr. Monastra explained the sheriff sale process and the concept of the "upset sale price."

Ms. Fisher presenting her findings regarding Upset and Judicial Tax Sales. Ms. Fisher indicated that private bids may be made prior to the sale, even as low as \$1,000.00, but county officials suggested that minimum bids should be the amount of the outstanding municipal liens. Mr. Monastra also explained that any properties obtained through this process would have to be held

for a period of 13 months as no title insurer will allow the property to be insured to a third party buyer until after the 13 month period expires.

Ms. Braxton, consultant to the Land Bank, next discussed the National Stabilization Trust, one of the functions of said Trust to be the facilitation of agreements between banks regarding blighted and vacant properties.

The Board moved to new business, the first being a movement of the current meetings from 4:00 pm to 4:30pm to accommodate the schedule of the Executive Director. If approved, the meeting schedule would need to be advertised again. Mr. Monastra moved and Ms. Chiarello seconded a motion to advertise the meeting times as 4:30pm on the fourth Monday of each month, and said motion passed unanimously.

Solicitor Hovey presented the Board with a Draft of Ethical Considerations for Conflicts of Interests. The Board agreed to review and comment on the Policy and tabled the discussion until the next meeting.

Solicitor Hovey then recommended that the Board adopt a Record Retention Policy and a Right to Know Policy. In response, Ms. Fisher moved and Ms. Penrod seconded to authorize the solicitor draft such policies for Board review, and the motion passed unanimously, with Mr. Monastra abstaining. Mr. Monastra abstained because he works at the same law firm as the solicitor.

The Board adjourned into Executive session at 5:05pm to discuss a matter of personnel.

INTERGOVERNMENTAL COOPERATION AGREEMENT

AMONG

THE POTTSTOWN BOROUGH LAND BANK,  
THE BOROUGH OF POTTSTOWN, THE COUNTY OF MONTGOMERY AND  
THE POTTSTOWN SCHOOL DISTRICT

This Intergovernmental Cooperation Agreement ("Agreement") is entered into this 20th day of December, 2018, among and between the POTTSTOWN BOROUGH LAND BANK, a public body corporate and politic created by ORDINANCE NO. 2169 of the Burgess and Town Council of the Borough of Pottstown, with a principal office at \_\_\_\_\_ (hereinafter "Land Bank"), the BOROUGH OF POTTSTOWN, a Borough created under the \_\_\_\_\_, with a principal office at 100 E. High Street, Pottstown, PA (hereinafter "Borough"), the COUNTY OF MONTGOMERY, a County created under the County Code with a principal office at One Montgomery Plaza, Norristown, PA (hereinafter "County") and the SCHOOL DISTRICT OF POTTSTOWN, a school district in the Commonwealth of Pennsylvania including in its jurisdiction the Borough which is a party hereto, with a principal office at 230 Beech Street, Pottstown, PA (hereinafter "School District").

WHEREAS, the Land Bank, Borough, County and School District have joined to create stronger communities by dealing with blighted, vacant, abandoned, and tax delinquent properties that impair the quality of life, productive growth, and sustainability of the community; and

WHEREAS, the Borough, County and School District wish to join with the Land Bank to remediate these conditions.

NOW, THEREFORE, the parties, with a mutual desire to work together in promoting effective solutions to these conditions that will revitalize communities and stabilize the tax base, and based upon mutual agreements herein contained, for good and valuable consideration, receipt of which is acknowledged, agree as follows:

1. Recitals. The foregoing Recitals are incorporated into the text of this Agreement.
2. Land Bank Obligation. The Land Bank shall consider, in consultation with the Borough, the acquisition of blighted, vacant, abandoned, and tax delinquent properties located in the Borough. Because the Land Bank has limited funds, it cannot, and does not, hereby commit to acquiring any properties.

With regard to any properties which are acquired, the Land Bank shall attempt to maintain the properties and return them to productive use consistent with the desires of the Borough as set forth in Ordinance No. 2169 (attached hereto as Exhibit A) and any policies and procedures which may be adopted by the Land Bank and amended from time to time. The Borough, the County and the School District are not hereby agreeing to fund, unless specifically negotiated on a case-by-case basis, any acquisition, closing costs, demolition cost, debt service or other costs

with respect to the Land Bank's acquisition of properties; nor are the Borough, County and School District agreeing to fund any costs associated with the sale or leasing of properties acquired by the Land Bank.

3. Obligations of Borough, County and School District. The Borough, County and School District agree, with regard to any property obtained by the Land Bank, that the Borough, County and School District shall forgive, exonerate and release the said property from any real estate tax liens or any other liens, including municipal improvement liens, citation costs or any other charges on the property arising in favor of the Borough, County or School District. The Borough, County and School District understand that during the time that any property is in the ownership of the Land Bank, the same shall not be taxable. The Borough, County and School District understand that when the Land Bank attempts to return the property to productive use, the use may include a tax exempt use, such as transfer to the Borough, County, School District or to a charitable organization.

If the Land Bank is able to and does return the property to a taxable use, the Borough, County and School District agree that, for a period of five (5) years after said property is conveyed by the Land Bank, one half (1/2) of any real estate taxes collected on the property shall accrue to the benefit of the Land Bank. The Borough, County and School District agree to take all action necessary to carry out the allocation of these taxes to the Land Bank.

The Borough agrees to maintain the exterior portion of any property acquired by the Land Bank, including but not limited to, snow or ice clearance, vegetation control, cutting grass and any other agreed upon exterior maintenance during the time the same is owned by the Land Bank. No representation can be or is made as to the time duration which it will take the Land Bank to return any property which it acquires to a productive use. The Borough, County and the School District are not hereby agreeing to fund or perform any capital repairs, replacements or other such work on any property acquired or claimed by the Land Bank. If the Land Bank leases any property it acquires, from that date forward, the Borough shall be released from any further obligation to maintain the property as set for in this section.

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

5. Term and Termination. Any party hereto may terminate this Agreement and withdraw from participation in future acquisitions on thirty (30) days' written notice to the other parties. In the event of withdrawal, all obligations with regard to property already obtained or in process of being obtained by the Land Bank shall continue until the Land Bank conveys the same, and the sharing of real estate tax revenues as described in paragraph three above shall continue for any property until the end of the five year period. Unless terminated by mutual agreement, or as stated in this paragraph, this Agreement shall remain in effect.

6. Independent Contractors. Notwithstanding anything contained herein, each of the parties hereto is and shall remain an independent contractor and the Agreement shall not create any employment, agency, partnership or co-venture relationship and, except as specifically set forth herein, neither party may incur debt or financial obligation in the name of any other party.

7. Compliance with Laws, Ordinances, Rules and Regulations. All activities performed by any party hereunder shall be performed in accordance with all applicable statutes and ordinances.

8. Entire Agreement and Agreement Interpretation. This Agreement constitutes the full and complete understanding and agreement among the parties. No provision of this Agreement shall be construed to create any rights in anyone who is not a party to this Agreement. This Agreement may be amended or revised in writing signed by all of the parties hereto. This Agreement shall be interpreted and construed in accordance with the laws of the Commonwealth of Pennsylvania. The resolution of any conflicts or disputes arising hereunder shall be under jurisdiction and venue of the Montgomery County Court of Common Pleas.

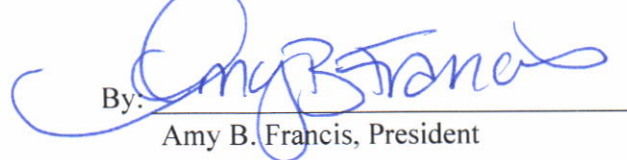
POTTSTOWN BOROUGH LAND BANK

By: \_\_\_\_\_

BOROUGH OF POTTSTOWN

By: \_\_\_\_\_

POTTSTOWN SCHOOL DISTRICT

By:  \_\_\_\_\_  
Amy B. Francis, President

COUNTY OF MONTGOMERY

By: \_\_\_\_\_



## Pottstown Borough Land Bank

### Ethical Guidelines and Conflict of Interests Policy and Procedures

1. Intent. The intent of this Pottstown Borough Land Bank Ethical Guidelines and Conflict of Interests Policy and Procedures (Ethics Policy) is to adopt strict ethical guidelines and to promulgate procedures for addressing and protecting against potential conflicts of interests for Land Bank directors, employees, consultants, and independent contractors. The Ethics Policy is intended to identify situations that present conflicts of interest and to provide procedures which, when observed, will allow the Land Bank to avoid any conflict between personal interests of those who are associated with the Land Bank and the interests of the Land Bank in dealing with any entity or individual that seeks to have any transactional relationship with the Land Bank.
2. Supplemental Effect. The Ethics Policy supplements both the State Adverse Interest Act (71 P.S. § 776.1 et seq.) and the Public Officials and Employees Ethics Act (65 Pa.C.S.A. § 1101 et seq.), as well as all other applicable federal, state, and local laws.
3. General Definitions. The following definitions are applicable within the Ethics Policy.

“Agent” shall mean any employee, independent contractor, or consultant of or for the Land Bank.

“Director” shall mean a member of the Land Bank Board of Directors, duly appointed by Borough Council.

“Family Member” shall mean a spouse, parent, child, brother, sister, or spouse of any child, brother, or sister.

“Representative” shall mean any Director or Agent.

“Transaction” shall mean any of the following: (1) any agreement or relationship involving the sale or purchase of any interests in real property, goods, services, or rights of any kind; (2) the providing or receipt of a grant or loan; (3) the securing of a financial commitment; or (4) the establishment of any other type of pecuniary relationship with the Land Bank. It shall not mean, however, a contract or transaction between the Borough of Pottstown and the Land Bank.

4. Conflict of Interest. The following circumstances are deemed to create a conflict of interest:
  - 4.1 A transaction between the Land Bank and any Representative or any Representative’s Family Member.
  - 4.2 A transaction between the Land Bank and any entity in which a Representative has a financial interest or from which the Representative is compensated or serves as an uncompensated director, officer, agent,



partner, associate, trustee, personal representative, receiver, employee, guardian, custodian, conservator, or other legal representative.

- 4.3 The receipt by a Representative of any gifts, entertainment, or other favors from any individual or entity that (1) does or is seeking to do business with the Land Bank, or (2) under circumstances where it might be inferred that such action was intended to influence or possibly would influence the Representative in the performance of his or her duties. This does not preclude, however, the acceptance of items of nominal or insignificant value or entertainment of a nominal or insignificant value which are not related to any particular transaction or activity of the Land Bank.
- 4.4 Directly or indirectly making, advising, or assisting any person or entity to make any financial investment based upon information available solely through the Representatives' official position with the Land Bank.
- 4.5 Using his or her official position with the Land Bank to secure unwarranted privileges either for the Representative or any Family Member thereof.
5. Dual Roles. Directors who simultaneously serve as a member of another municipal body are recognized to be serving in multiple public capacities. They may ethically vote on behalf of both the Land Bank and the other body on any matter that is subject to the this Policy.
6. Policy. Representatives shall perform their duties with transparency and without favor, and shall refrain from engaging in matters of financial or personal interest that create any conflict of interest as defined within Section 4, "Conflict of Interest." Any Representatives effected by a Conflict of Interest shall refrain from exerting his or her personal influence with the respect to the relevant matter.
7. Implementation. The Ethics Policy shall be provided to all Representatives upon commencement of any employment or appointment, and shall be reviewed every (2) years by the Board of Directors.
8. Procedure.
  - 8.1 A Director who believes that he or she has a Conflict of Interest shall, in writing, disclose the conflict to the Board of Directors in writing either before or at a meeting of the Board as soon as practical after the Conflict of Interest is discovered, but no later than prior to the Board of Director's review of the relevant transaction. The writing shall identify the relevant matter on which the Land Bank is acting; describe the circumstances giving rise to the potential or actual Conflict of Interest; and include a statement that the Director disqualifies himself or herself from official action related to the transaction, including preliminary discussions related to the transaction as well as final votes and decision-making, pending approval by the Board of Directors. The Board of Directors shall then publicly disclose and review the written statement at its next meeting and vote as to whether the circumstances warrant disqualification pursuant to this Ethics Policy.

- 8.2 An Agent who believes he or she has a Conflict of Interest shall disclose the conflict to the Board of Directors in writing either before or at a meeting of the Board as soon as practical after the Conflict of Interest is discovered, but no later than prior to the Board of Director's review of the relevant transaction. The writing shall identify the relevant matter on which the Land Bank is acting; describe the circumstances giving rise to the potential or actual Conflict of Interest; and include a statement that the Agent shall refrain from any action that may affect the Land Bank's participation in the relevant transaction. The Board of Directors shall then publicly disclose and review the written statement at its next meeting and vote as to whether the circumstances warrant disqualification pursuant to this Ethics Policy.
  - 8.3 To the extent permitted by law, and with appropriate disclosure, a Director may abstain from voting or disqualify himself or herself from action in a situation that has been disclosed to the Board of Directors but it has been determined that there is the appearance of a conflict of interest rather than an actual conflict of interest.
9. Penalties. In addition to any penalty provided by law, Representations who knowingly and intentionally violate any provisions of this Ethics Policy may be removed in the manner provided by the Land Bank's By-Laws, or terminated for cause.
10. Duties.
  - 10.1 Representatives have a continuing duty to review and assess his or her Conflicts of Interest and cooperate with the Board of Directors on the operation and enforcement of this Ethics Policy.
  - 10.2 Representatives are encouraged to seek the advice of the President of the Board of Directors, executive director, or Solicitor when he or she has any questions regarding his or her obligations or those of other Representatives pursuant to this policy.
  - 10.3 Each Representative shall annually in writing affirm his or her commitment to the Ethics Policy.
  - 10.4 Any person who believes that a Conflict of Interest exists related to any Representative and a transaction shall report his or her concerns to the President of the Board of Directors, executive director, or Solicitor for further investigation.
11. Prohibition. Representatives and their Family Members are prohibited from transacting with the Land Bank for six (6) months following the conclusion of Representative's service or work with the Land Bank.
12. Validity of Actions. No transaction shall be void or voidable solely because a Director with a Conflict of Interest is present at the meeting at which the Board of Directors authorizes the transaction if the material facts as to the Conflict of

Interests are disclosed to the Board of Directors prior to authorizing the transaction. Conflicted Directors shall be counted in the calculation of a quorum.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2019.

**POTTSTOWN BOROUGH LAND BANK**

BY:

\_\_\_\_\_

Deborah Penrod, President

ATTEST:

\_\_\_\_\_

Andrew Monastra, Secretary

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE POTTSTOWN BOROUGH LAND BANK DECLARING ITS INTENT TO FOLLOW THE MUNICIPAL RECORDS RETENTION SCHEDULE AND PROCEDURES FOR DISPOSITION OF RECORDS AS SET FORTH IN THE MUNICIPAL RECORDS ACT (53 Pa.C.S. § 1381, ET. SEQ.) AND THE MUNICIPAL RECORDS MANUAL APPROVED ON DECEMBER 16, 2008.**

**WHEREAS**, the Municipal Records Act (53 Pa.C.S. § 1381, et. seq., hereinafter the “Act), which requires municipalities to retain municipal records for a certain minimum time period depending on the municipal records classification, is not applicable to land banks;

**WHEREAS**, the Pottstown Borough Land Bank (hereinafter the “Land Bank”) is committed to transparency and public access to information and documents, and appreciates the historical value of its records;

**WHEREAS**, despite its inapplicability to land banks, the Land Bank, by resolution, declares its intent to follow the Municipal Records Schedule which shall incorporate a policy and guidelines for the retention and disposition of municipal records;

**WHEREAS**, a Local Government Records Committee was created by Act 428 of 1968 and empowered thereby to make rules and regulations for records disposition;

**WHEREAS**, the Municipal Records Manual (hereinafter the “Manual”) was approved by said committee on December 16, 2008; and

**WHEREAS**, the Land Bank desires to both retain and dispose of records according to statutory requirements and to enact a resolution to comply with the provisions of the “Act,” as governed by the “Manual.”

**NOW, THEREFORE, BE IT ENACTED AND RESOLVED** by the Land Bank, and it is hereby enacted and resolved by the authority of same as follows:

**SECTION 1**. The Land Bank intends to follow the schedules and procedures for disposition and retention of records as set forth in the “Manual.”

**SECTION 2**. The relevant provisions of the “Manual” are adopted by resolution and are hereby incorporated by reference in this Resolution as though more fully set forth at length.

**SECTION 3**. All municipal record custodians for the Land Bank are hereby authorized and required to retain and dispose of municipal records in accordance with the policy and procedures set forth in the “Manual.”

**SECTION 4**. All specific requests for destruction of municipal records must be approved by separate resolution of the Land Bank.

**ENACTED** and **RESOLVED** this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

**POTTSTOWN BOROUGH LAND BANK**

BY:

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

