

COOPERATION AGREEMENT

(VACANT PROPERTY PROGRAM)

MADE as of the 28th day of July, 2015, by and between REDEVELOPMENT AUTHORITY OF ALLEGHENY COUNTY, a body corporate and politic created and existing pursuant to the Urban Redevelopment Law, Act of May 24, 1945, No. 125 P.L. 991, 35 PS Section 1701 et seq, as amended, having administrative offices at Chatham One, Suite 900, 112 Washington Place, Pittsburgh, Pennsylvania 15219 (hereinafter referred to as the "Authority")

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BELLEVUE BOROUGH, a, a body corporate and politic, having administrative offices at 537 GAYNE AVE, PITTSBURGH, Pennsylvania 15202 (hereinafter referred to as the "Municipality").

WITNESSETH:

WHEREAS, the Urban Redevelopment Law, Act of May 24, 1945, No. 125 P.L. 991, 35 PS Section 1701 et seq., as amended (the "Act"), sets forth a procedure, in 35 P.S. Section 1712.1, for the acquisition by the Authority of blighted properties in order to hold, manage, clear and/or dispose of the same; and

WHEREAS, by Ordinance adopted September 23, 1993 by the Allegheny County Board of Commissioners at Board Action No. 1247-93, and as amended by Ordinance No. 0072 adopted by the Allegheny County Council July 5, 2000 the County of Allegheny (the "County") has created a vacant property review committee (the "Committee") for the acquisition, management and/or disposition of blighted properties in the County under such Section 1712.1 of the Act; and

WHEREAS, in conjunction with the Committee, the Authority has operated a Vacant Property Recovery Program (the "Program") utilizing staff from the County's Department of Economic Development ("DOED") to staff the Program; and

WHEREAS, the Municipality, in lieu of operating its own vacant property recovery program, has agreed to participate in the Program, to designate the Committee as its vacant property review committee, and, in exchange for the benefits of participation in the Program provided to the citizens of said Municipality, to comply with all of the rules and responsibilities under the Program, as set forth herein and in the Program Documents, as hereinafter defined; and

WHEREAS, the parties hereto desire to memorialize their agreement regarding the Committee and participation by the Municipality in the Program.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and intending to be legally bound, the parties agree as follows:

1. The Municipality represents to the Authority that it has passed all appropriate resolution(s) or ordinance(s) designating the Committee to act and serve as the “blighted property review committee” for the Municipality, as such term is defined in Section 1712.1 of the Act. The Committee shall continue to act and serve as the Municipality’s “blighted property review committee” until such time as either the Municipality or the Authority gives notice to the other that the Committee shall no longer serve as the Municipality’s “blighted property review committee”; and either the Municipality or the Authority may give such notice at any time and for any reason whatsoever.
2. The Municipality represents that it does not currently operate or utilize its own, or any other, vacant property recovery program, and, at all times during which the Municipality continues to participate in the Program, the Municipality shall not operate or utilize its own, or any other, vacant property recovery program. Further, the Municipality represents that, at all times during which the Municipality continues to participate in the Program, any and all authority and/or functions related to blighted property removal as provided in Section 1712.1 et seq of the Act shall be delegated solely and unconditionally to the Committee and the Authority.
3. The Municipality hereby acknowledges and agrees that it has received and reviewed various documents (collectively the “Documents”) concerning the Committee and the Program, being specifically, an Application; Application Guidelines and Pricing Policy; Parcels with Existing/Future Structure Policy; Conflicts of Interest Form; and proposed Resolution for Municipal approval of the specific parcels that would be subject to the Program. The Municipality acknowledges and agrees that the Documents do not constitute contracts and are not binding upon the Committee. Such Documents are those in effect currently, and are always subject to change, modification, amendment and/or retraction at any time or from time to time.
4. The Municipality hereby agrees to obtain and to provide the Committee with any and all information that may be required or requested by the Committee concerning any property to be considered for the Program (a “Potential Property”) and/or any applicant/developer for any such Potential Property (an “Applicant”), including as may be described in the Documents. Such information may include, without limitation, that concerning the taxes, code violations and/or liens affecting a Potential Property and/or an Applicant, the zoning classification of the Potential Property, photographs of the Potential Property, and construction plans, specifications and budgets, proof of financial wherewithal, and time tables for any development proposal.
5. The Municipality hereby agrees to provide initial screening of all Applicants and Potential Property, including, but not limited to, the tax status of the Applicant and the Potential Property, the condition of the Potential Property, and the financial status of the Applicant, prior to referring any Applicant or Potential Property to the Committee (the “Initial Screening”). Only after completion of the Initial Screening shall the

Municipality refer any Applicant or Potential Property to the Committee by forwarding a completed application, including photographs of the Potential Property and, if applicable, any and all necessary development plans, to the Program Manager designated by the Authority.

6. The Municipality hereby agrees that maintenance of any and all Potential Properties submitted to the Committee for inclusion in the Program shall at all times, from submission to the Committee through the time said Property is conveyed to the Applicant, be the sole and absolute responsibility of the Municipality. Said maintenance shall include, but not be limited to, the boarding-up, securing, and/or demolition of structures located upon the Property, grass cutting and/or lawn care of the Property, snow or ice removal in or around the Property, and trash removal or vermin control on or around the Property. Notwithstanding, where the Authority expends funds in demolishing structures on, maintaining and/or caring for a Potential Property, including where it takes such Potential Property by eminent domain, the Municipality agrees to reimburse the Authority for any such costs incurred by the Authority, or any part thereof, as may requested by the Authority from time to time.
7. The Municipality hereby agrees and acknowledges that at anytime after the Authority has acquired title to a Potential Property, where, for any reason whatsoever, any Applicant fails to comply with the Program guidelines and/or fails to accept the conveyance of the Potential Property from the Authority, the Authority may convey said potential Property to the Municipality, without the necessity of further notice to or consent from the Municipality prior to said conveyance.
8. The Municipality shall maintain at its principal office complete and accurate records and accounts concerning its participation in the Program. The aforesaid records and accounts shall be made available by the Municipality for review by the Authority, and the Municipality shall permit the Authority to audit, examine and make copies of said records.
9. The Municipality hereby agrees to indemnify and hold harmless the Authority, the Committee, and their respective members, officers, employees, directors, public officials, attorneys, agents and consultants from any claim, loss, damage, cost, expense or liability, including attorneys' fees and third party claims, arising out of or related to the acquisition, ownership, use and/or maintenance of any property presented to, or acquired under, the Program and/or the Committee
10. Neither party hereto shall assign this Agreement without the prior written consent of the other party. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto, their successors and permitted assigns.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed.

Municipality:

BELLEVUE BOROUGH

ATTEST:


(Assistant) Secretary

By: 

Name: RONALD L. BORCZYK

Title: DIRECTOR OF ADMINISTRATIVE SERVICES

(SEAL)

WITNESS/ATTEST:

REDEVELOPMENT AUTHORITY OF
ALLEGHENY COUNTY

By: _____

Name: ~~Dennis J. DeSisto~~

Title: Director