

**MEMORANDUM OF UNDERSTANDING BETWEEN THE PITTSBURGH LAND BANK  
AND  
THE PITTSBURGH WATER AND SEWER AUTHORITY**

This Memorandum of Understanding ("MOU"), made this 12 day of November, 2021

is made by and between

**THE PITTSBURGH LAND BANK**, an entity created pursuant to the Pennsylvania Land Bank Act, 68 Pa. C. S. A. §§ 2101, *et seq.*, by Ordinance of the Pittsburgh City Council on May 22, 2014, being a body corporate and politic, with principal offices located at 412 Boulevard of the Allies, Suite 901, Pittsburgh, Pennsylvania 15219 (hereinafter "Land Bank")

and

**THE PITTSBURGH WATER AND SEWER AUTHORITY**, a Pennsylvania Public Utility Commission regulated municipal authority of the Commonwealth of Pennsylvania, with principal offices located at 1200 Penn Avenue, Pittsburgh, Pennsylvania 15222 (hereinafter "PWSA").

(Land Bank and PWSA are sometimes referred to herein collectively as the "Parties").

WHEREAS, Land Bank wishes to create stronger communities by repurposing vacant, abandoned and tax delinquent properties for productive use; and

WHEREAS, PWSA wishes to assist Land Bank with returning vacant, abandoned and tax delinquent properties to productive use in order to expand PWSA's ratepayer base; and

WHEREAS, Land Bank wishes to obtain the assistance of PWSA, as it acquires blighted, abandoned, vacant and tax delinquent properties, maintaining them and attempting to restore them to productive reuse; and

WHEREAS, PWSA wishes to support Land Bank in its mission of acquiring vacant, abandoned, blighted and tax delinquent properties in the City of Pittsburgh, for the mutually beneficial purpose of restoring the properties not only to the tax rolls but also restoring the properties as ratepaying customers of the PWSA.

NOW, THEREFORE, the Parties, in their mutual desire to address vacant, abandoned, blighted and tax and water and sewer bill delinquent properties by returning them to the tax rolls and returning them to PWSA's, ratepaying, customer base, and based upon the mutual agreements herein contained, for good and valuable consideration, and intending to be legally bound, agree as follows:

1. Preamble. The preamble hereto is incorporated by reference as if fully restated herein.
2. Land Bank Rights and Obligations.

- a. Land Bank shall pursue the acquisition of blighted, vacant, abandoned, or tax delinquent Real Property in the City of Pittsburgh. Land Bank, with regard to property which is acquired, shall take affirmative steps to return same to productive use while taking into consideration the current and long-term objectives of PWSA.
  - b. Land bank shall provide written notice to the representative designated by PWSA of its intent to acquire title to, or obtain any ownership interest in, any piece of Real Property that has any outstanding PWSA liens. Notice shall be given by Land Bank to PWSA, no later than, thirty (30) days prior to closing on said property.
  - c. Within ninety (90) days of providing written notice to PWSA, Land Bank shall meet with a representative of PWSA to discuss any PWSA liens pertaining to said Property. If the Parties fail to meet within the time period stated herein, this obligation will be deemed waived; however, Land Bank shall make a good faith effort to reschedule same at the request of PWSA.
  - d. Quarterly, Land Bank may submit to PWSA a list of Properties with PWSA liens that Land Bank wishes for PWSA to consider for exoneration. Additionally, Land Bank may, from time to time, and with PWSA approval, submit additional lien exoneration requests between quarters. Should PWSA choose to exonerate or forgive any lien, or any portion thereof, Land Bank shall not be responsible for bearing any costs associated with forgiving, exonerating and releasing same.
  - e. Nothing stated in this MOU shall be deemed a waiver or forfeiture of any Land Bank right under any applicable law.
3. PWSA Rights and Obligations.
- a. Upon receipt of a submission by Land Bank, pursuant to Section 2(d) of this MOU, PWSA shall evaluate Land Bank's submission to determine if exonerating any submitted lien is beneficial to its rate base. PWSA shall provide Land Bank with written confirmation, no later than thirty (30) days after receiving Land Bank's quarterly submission, regarding what liens, or any portion thereof, that PWSA will forgive. If PWSA objects to forgiving, exonerating and releasing any PWSA lien, or any portion thereof, PWSA shall notify Land Bank, in writing, of its objection and reason for same. The Parties, withing thirty (30) days of Land Bank receiving notice of said objection, shall meet with their respective representatives to address the concerns of PWSA.
  - b. PWSA shall share any green infrastructure and/or stormwater mitigation plans for areas that include properties that Land Bank is pursuing for acquisition.
  - c. To the extent necessary, PWSA will process the necessary paperwork to have PWSA liens and/or claims extinguished and/or discharged.
4. Notice. Any notice required or permitted to be given pursuant hereto, or in connection herewith, shall be deemed to have been duly given when addressed and mailed by United States Registered or Certified Mail, to the Parties at the addresses set forth herein, or alternatively, through electronic mail, addressed to representatives identified by the Parties, or to such other places as the parties may for themselves designate in writing from time to time for the purpose of receiving notice pursuant hereto. Notice shall be deemed to be given and effective on the earlier of (a) if mailed, on the date of delivery, and (b) if electronically mailed, the date of electronic delivery.

Notice Addresses:

Pittsburgh Land Bank  
ATTN: Land Bank Manager  
412 Boulevard of the Allies  
Pittsburgh, PA 15219

The Pittsburgh Water and Sewer Authority  
ATTN: Senior Collections Manager  
1200 Penn Avenue  
Pittsburgh, PA 15222

5. Termination. Any party hereto may terminate this MOU and withdraw from participation in future acquisitions upon thirty (30) days written notice to the other party. In the event of withdrawal, all obligations with regard to property already obtained or in process of being obtained by Land Bank shall continue until Land Bank obtains and conveys same. Unless terminated by mutual agreement, or as stated in this paragraph, this MOU shall remain in effect.
6. Independent Contractors. Notwithstanding anything contained herein, each of the parties hereto are and shall remain independent contractors and this MOU shall not create any employment, agency, partnership, or co-venture relationship and, except as specifically set forth herein, neither party may incur debt or financial obligation in the name of the other. The parties agree that no Party shall be responsible, in the whole or in part, for the acts of the employees, agents, and servants of the other Party, whether acting in conjunction or separately regarding the implementation of this MOU.
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, including those of the Commonwealth of Pennsylvania and the City of Pittsburgh.
8. Severability. If any provision of the MOU, or its applicability to any person, property, or circumstance is deemed invalid or unenforceable, the remainder of this MOU shall remain in effect.
9. Entire Agreement and MOU Interpretation. This MOU constitutes the full and complete understanding and agreement between the parties. No provision of this MOU shall be conveyed to create any rights in any third party not a party to this MOU. This MOU may only be altered in writing signed by the parties hereto. This MOU shall be interpreted and construed in accordance with the laws of the Commonwealth of Pennsylvania. The resolution of any conflicts or disputes arising hereunder or in connection herewith shall be under the jurisdiction and venue of the Allegheny County Court of Common Pleas or the United States District Court for the Western District of Pennsylvania.
10. Effective Date. This MOU shall be effective thirty (30) days after PWSA has filed a copy thereof with the Pennsylvania Public Utility Commission "PUC" or in the event that the PUC institutes an investigation, at such time as the PUC grants its approval. PWSA shall file a copy of this MOU with the PUC within ten (10) days of its execution by the parties.
11. Authorization of Pittsburgh Land Bank Board. This MOU was authorized by the Pittsburgh Land Bank Board of Directors on October 10, 2021.
12. Authorization of PWSA Board. this MOU was authorized by Resolution of the PWSA Board of Directors # 134, effective October 22, 2021.

**(Signatures on next page)**

**THE PITTSBURGH LAND BANK:**

By: *Diamonte Walker*

Name: Diamonte Walker

Title: Executive Director

Date of signature: 11/10/2021

APPROVED AS TO FORM:

*Nathan Clark*  
Legal Counsel for Land Bank

**THE PITTSBURGH WATER AND SEWER AUTHORITY:**

By: *William J. Pickering*

Name: William J. Pickering

Title: Chief Executive Officer

Date of signature: 11/12/2021

*Edward Barca*  
PWSA Finance Director

APPROVED AS TO FORM:

*Shannon Barkley*  
Legal Counsel for PWSA