



## **MEMORANDUM OF UNDERSTANDING**

### **Keystone Employment & Economic Plan (KEEP) of Pottstown Borough and West Pottsgrove Township**

**The KEEP Oversight Committee, representing Pottstown Borough and West Pottsgrove Township, has drafted the following Memorandum of Understanding (MOU):**

#### **A. Purpose.**

The purpose of this Memorandum of Understanding (MOU) is to enhance communication and cooperation between the governing bodies of Pottstown Borough and West Pottsgrove Township (collectively, "Participants") in order to bring about economic development for that portion of Pottstown Borough and West Pottsgrove Township that is bounded on the west by South Grosstown Road, on the south by the Schuylkill River, on the east by College Drive at its intersection with Keystone Boulevard, and on the north by the Norfolk-Southern rail line (see attached map).

#### **B. Goals.**

To create a new and vibrant, mixed use employment/residential center located in the municipalities of Pottstown Borough and West Pottsgrove Township that maximizes the redevelopment area's potential through public private partnerships. Redevelopment shall include any or all of the following or similar uses:

1. Office
2. Light Industrial
3. Research and Development (R&D)
4. Retail or Hotel
5. Apartment or Multifamily Condominiums, when part of a mixed use development
6. Supporting Recreation

It is understood that the success of this effort will be affected by the extension of Keystone Boulevard, and by the reconstruction of the Grosstown Road Interchange on U.S. 422.

### **C. Elements of Implementation.**

In order to implement the goals of this MOU, the Participants shall form an Oversight Committee. The members of the Oversight Committee shall be comprised of one voting representative from the governing body of each municipality. Each municipality shall also appoint two additional non-voting members—one from its municipal planning commission and one at-large.

The duties of the Oversight Committee are as follows:

1. Maintain communication with the study area's existing property owners in order to encourage their participation in the planning process.
2. Distribute a Request for Interest (RFI), and modify the Specific Plan according to the feedback provided through the RFI process.
3. Create and distribute a Request for Qualifications (RFQ) to select a developer who will assist in the finalization of the Specific Plan and redevelopment of the study area.
4. Review responses, select developer proposal that best achieves the objectives of the Specific Plan, and submit to the governing bodies for final acceptance.
5. Work to get the extension of Keystone Boulevard built.

### **D. Understandings and Agreements.**

The Participants agree to work cooperatively to form an Oversight Committee. They further agree to work to implement the Specific Plan by its adoption and subsequent modification of municipal codes for consistency with the Plan. The Participants also agree to equally allocate the necessary staff time to sustain the project and actively pursue funding for the extension of Keystone Boulevard. Once decisions are made by the Committee, both municipalities shall strive to meet agreed-upon deadlines and actions in a timely fashion. Lastly, any subsequent revisions to the Specific Plan shall be generally consistent with the goals and objectives of the Pottstown Metropolitan Regional Comprehensive Plan and will be agreed upon by both Participants.

### **E. Time Frame.**

This MOU is effective upon the day and date last signed and executed by the representatives of the Participants of this MOU, and shall continue to be re-evaluated by the Participants on annual basis.

### **F. Monetary and Performance Terms.**

1. All costs shall be shared between the Participants, with the amounts contributed by each municipality determined on a case-by-case basis. Costs incurred through use of staff are exempt from this requirement and shall be directed by each municipality independently.

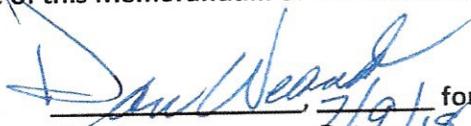
2. Appropriation of funding for the Oversight Committee shall only be made at the discretion of each individual governing body.
3. The expenditure of funds by the Oversight Committee shall be by consensus.
4. If an agreement between the voting members regarding the expenditure of funds for a project or study cannot be reached, an individual municipality may choose to appropriate funds individually. Any individual expenditure of funds by a single municipality shall be considered separate from this agreement and shall not create any obligation or liability for the other municipality. The municipality undertaking independent work is only expected to keep the Committee informed on its progress and allow for review and non-binding comment.
5. Within the limits imposed upon it by the funds available for its use, the Committee may enter into contracts with consultants as it sees fit to aid in its work.

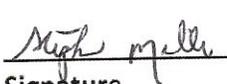
**G. Withdrawal**

Either municipality may terminate the agreements adopted under this MOU consistent with the following sequential process:

1. Written notice shall be provided to the Committee and other member municipality regarding the intention to terminate.
2. Following a 60-day waiting period, the governing body of the municipality intending to terminate the MOU shall pass a resolution authorizing the termination.
3. Any Participant which has authorized withdrawal shall be financially responsible for only those budgeted and non-budgeted items which it, or its representative to the Committee, had agreed to or voted for.

The effective date of this Memorandum of Understanding shall be July 9, 2018  
2018.

Signed by:  for Pottstown Borough  
Signature Date 7/9/18

Signed by:  for West Pottsgrove Township  
Signature Date 9/5/18

