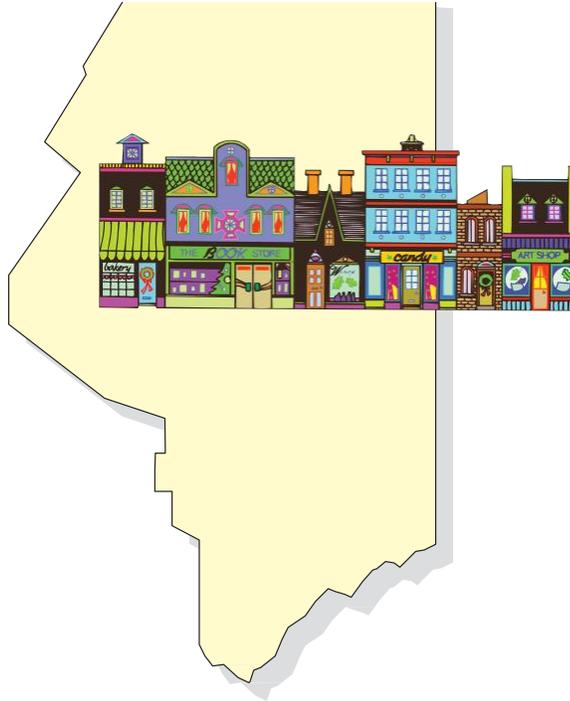




Lackawanna County

Commissioners
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Lackawanna County Demolition Program

Program Objective & Application Forms Municipally Owned Property

Revised
02-18-2020

Prepared by
Lackawanna County Department of Economic Development

LACKAWANNA COUNTY CLEARANCE AND DEMOLITION PROGRAM

MUNICIPALLY OWNED PROPERTY

Program Objective: The primary objective of the Municipal Spot Slum and Blight Clearance Program is to aid municipalities in eliminating conditions which constitute a menace to health, safety and overall deterioration of neighborhoods. This program is designed to enable the municipality to upgrade neighborhoods through the elimination of slum and blight. Activities may include municipally owned properties.

Funding Source: Funds are derived from the municipality's allocation from the County's Community Development Block Grant Program. The municipality may utilize all or part of its CDBG allocation to carry out spot slum and blight clearance activities.

Eligible Funding Recipients: Boroughs and Townships who participate in the County's Community Development Program are eligible to carry out the Municipal Spot Slum and Blight Clearance Program by designating all or part of their Community Development allocation for demolition activities. Each individual project will require compliance with procedures listed below. Note: Properties owned by a member, officer, employee, elected official or any other public official of the Municipality applying for funding who exercises any function with respect to the demolition activities are ineligible.

Eligible Structures: Demolition funding is available for razing municipally owned properties which are in a deteriorated state. All structures must be vacant. Funds may not be utilized for properties that will create displacement of occupants.

Eligible Costs: Demolition of structure, and removal of debris and environmental contaminants are all eligible costs under this program. Legal fees, engineering fees, advertising, asbestos inspections and all other fees are not eligible for funding.

Post Demolition Use of Site: The County must be advised at the time of application of the intended use of the site after demolition. If the site is not intended to remain vacant, the proposed use must meet CDBG eligibility/fundability requirements and may require additional regulatory compliance.

Liens: The municipality may place a lien against the property for all or part of the costs associated with razing the structure. In the event the municipality is desirous of placing a lien on the property, a sample of the note and mortgage utilized by the County can be requested.

Additional Program Requirements:

Municipally Owned Properties

- The municipality must submit a demolition application to the County, along with required supportive documentation.
- Approved activities must be carried out in accordance with program requirements, including County bidding procedures, execution of Release and Right of Entry Certification, asbestos analysis, and completion of required legal certifications.

LACKAWANNA COUNTY CLEARANCE AND DEMOLITION PROGRAM APPLICATION PROCEDURE OVERVIEW

The Municipality is advised by the County of its ability to include activities for funding under the Community Development Block Grant Program. The County will provide a Local Needs Assessment to the Municipality for designation of priority activities. Guidance will be provided by the County throughout this process to insure that selected activities are eligible and fundable. Should the Municipality desire to use all or a portion of its allocation on demolition activities, it must be included on the Local Needs Form. Specific properties may be identified at this time or the request may be to carry out a scattered site demolition program, with applications for specific sites to be submitted to the County on a case-by-case basis. The County will advise the municipality once DCED approval is received. Once DCED approval is received, the following application procedures must be carried out for *each* property to be demolished with CDBG funds.

1. The Municipality submits a demolition application to the County, along with required supportive documentation.
2. The County will review this information based upon program guidelines. The County will seek approval from the State Historic Preservation Office to proceed with demolition activities. This process will take 30 days from the time of submission to the State. Notice will be provided if project receives preliminary approval. Then the Environmental Review Process will begin and take approximately 4-6 months.
3. The County will obtain and submit the Asbestos Inspection Report. In the event findings in the Asbestos Inspection Report will impact on the initial cost estimate, a revised estimate should also be submitted at this time for consideration.
4. Upon receipt and review of all required documentation, formal approval will be issued by the County through provision of a Demolition Cooperation Agreement for an amount not to exceed the estimated demolition costs. Note: Multiple demolition projects can not be included in one cooperation agreement. Individual co-ops will be required for each activity.
5. The Municipality will return the executed co-op to the County, along with a copy of bid specifications for County review and approval.
6. Upon County approval of specs, the County will carry out bidding process based on the procurement policy.
7. Upon execution of documents, the County will schedule a pre-demolition conference. Demolition may commence upon delivery of a notice to proceed by the County.

Application

Municipally Owned Property

Contact the Office of Economic Development for a Word document

**LACKAWANNA COUNTY CLEARANCE AND DEMOLITION PROGRAM
APPLICATION INSTRUCTIONS FOR
MUNICIPALLY OWNED STRUCTURES**

NOTE: Incomplete applications will not be accepted.

1. Complete all areas of the application. Sign and date.
 - a. Attach signed copy of adoption of International Property Maintenance Code or Blight Ordinance.
 - b. Attach topographical map with quadrangle.
 - c. Attach 35mm or glossy digital exterior photos of each side of the structure and interior photos if accessible – 2 sets of each picture.
 - d. Attach copy of deed, Title Company Chain of Title, and Clearance
2. Copy of all municipal notices to property owner(s) noting deficiencies that must be rectified in property, including records of fines, court appearances, etc. photos of postings. (see Reference Materials - Overview of a Demolition –Violations and Condemnation Notifications)
3. Copy of owner(s) responses, or mailed returns to above notices.
4. Copy of Certified Newspaper Publications
5. Executed Release and Right of Entry Agreement for Municipally Owned Properties
6. Executed Solicitor’s Certification for Municipally Owned Properties
7. Standard of Conduct Form
8. Cooperation Agreement

ITEM 1-A

ATTACH

Signed copy of adopted International Property Maintenance Code
Or Blight Ordinance

Item 1- B

ATTACH

Topographical Map with Quadrangle

Item 1- C

ATTACH

2 Sets

Digital photographs of All sides of exterior, interior if accessible, and lot with time and date stamp.

Item 1- D

ATTACH

Copy of Deed

Copy of Title Search with Review and Clearances

Item 2

ATTACH

Copies of all municipal notices to property owner(s) noting deficiencies that must be rectified in property, including records of fines, court appearances, etc.

Item 3

ATTACH

Copies of Owner(s) Responses to Notices
Or Returned Notices

Item 4

ATTACH

Copy of Certified Newspaper Publication
(Entire publication)

LACKAWANNA COUNTY CLEARANCE AND DEMOLITION PROGRAM

**RELEASE AND RIGHT OF ENTRY CERTIFICATION
FOR MUNICIPALLY OWNED PROPERTIES**

I, _____, Chief Executive Officer for the Municipality of _____, a Municipal Governing Body in the County of Lackawanna, Commonwealth of Pennsylvania, with principal offices located at _____, hereinafter referred to as “Municipality”, do hereby certify and agree to the following on behalf of the Municipality:

1. That Municipality is the owner in fee simple of all of the land located in Lackawanna County designated on the tax map for the year ____, as Lot No. ____, Block No. ____, in the Municipality of _____, Lackawanna County, Pennsylvania, more fully described in Lackawanna County Deed Book _____ at Page _____.

2. That Municipality is the sole owner of the building(s) or structure(s) located on said property being described as follows and hereinafter referred to as “Structure(s)” and that demolition of said Structure(s) is desired by Municipality:

3. That Structure(s) is/are free and clear of all liens and mortgages, and that there are no unpaid bills or liens for labor, materials or equipment on said Structure(s) or improvements for which an artisan’s, mechanic’s, or materialmen’s lien may yet validly be impressed, filed, claimed or recorded.

4. That Municipality Structure(s) are currently vacant, and agrees that within ____ days of the execution of this Agreement, that all belongings either owned by Municipality or Lessee, past or present, which are not to become part of the demolition contract, will be removed there from.

5. That Municipality and its executors, administrators, successors, assigns and agents shall release, discharge, indemnify and hold harmless forever the County of Lackawanna from any or all claims, damages, debts, suits, demands or actions, either in law or equity, arising as a result of the removal of the Structure(s).

6. That contractor selected by County for demolition work is not the agent of the County of Lackawanna.

7. The Municipality will indemnify and hold harmless the County of Lackawanna from any and all liability to any third person or persons, firm, or corporation who claims to have been injured as a result of the demolition of the Structure(s) because of some interest which said person or persons, firm or corporation has in the premises, including all expenses and counsel fees incurred in defense of such claims. The Municipality also will indemnify and hold harmless the County of Lackawanna from any and all liability to any third person or persons, firm or corporation who claims to have suffered a loss because of the destruction of personal property located within the demolished Structure(s), including all expenses and counsel fees as incurred by the Municipality in defense of such claims.

8. That no other person has any right, title or interest in and to said real estate or in and to any personal property located within the real estate described herein.

Date: _____

Municipality

ATTEST:

**LACKAWANNA COUNTY CLEARANCE AND DEMOLITION PROGRAM
SOLICITOR'S CERTIFICATION FOR
MUNICIPALLY OWNED PROPERTIES**

RE: Demolition

PROPERTY ADDRESS: _____

DEED BOOK: _____

PAGE NUMBER: _____

I, _____, Solicitor for the Municipality of _____, hereby certify that I am duly licensed to practice law in the Commonwealth of Pennsylvania and certify to the following:

1. That the Municipality of _____ is the owner of the above referenced property which is scheduled for demolition. It is further certified that the Chief Executive Officer of the Municipality of _____ has signed the Release and Right of Entry Certification on behalf of the Municipality, the original of which is attached hereto, and that he is legally authorized to act on behalf of the Municipality.
2. That the Municipality has the legal power to carry out a program of demolition of vacant, derelict structures.
3. That inspection of the property has been made by the local building inspector, or his designee, and violations of the building code have been recorded in the files of the Municipality.
4. That the Municipality does hereby certify to Lackawanna County that all property in or on the real estate schedule for demolition, which is owned by either the owner or any lessee, past or present, which is not to become part of the demolition contract has been removed.
5. That no other individual(s) or legal entity has any interest in any personal property still in or on the real estate to be demolished.
6. That the Municipality, at their regularly scheduled meeting of _____, adopted a resolution which releases and holds harmless the County of Lackawanna from any claim or cause of action which may be brought by any party as a result of the demolition of this property.

Date: _____

By: _____

Legal Counsel for Municipality of _____

**LACKAWANNA COUNTY CLEARANCE AND DEMOLITION PROGRAM
STANDARD OF CONDUCT CERTIFICATION
FOR MUNICIPALLY OWNED PROPERTIES**

Pursuant to 24 CFR Part 85, Uniform Administrative Requirements, Section 36(3), NO EMPLOYEE, OFFICER OR AGENT OF A SUBGRANTEE OF Lackawanna County, or employee, officer or agent of any municipality participating with Lackawanna County in the Community Development Block Grant Program, or any other federally assisted program shall participate in the selection, or in the award or administration of a contract supported by Federal funds, if a conflict of interest, real or apparent, would be involved. Such conflict would arise when the employee, officer or agent, any member of his/her immediate family, his/her partner, or an organization which employs or is about to employ any of the above, has a financial or other interest in the firm selected for award. Such conflict would also arise when the employee, officer or agent, any member of his/her immediate family, his/her partner, or an organization which employs or is about to employ any of the above, has a financial or other interest in the property to be demolished.

Employees, officers or agents of a subgrantee of Lackawanna County, or employee, officer or agent of any municipality participating with Lackawanna County in the Community Development Block Grant Program or any other federally assisted program shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors or parties to sub-agreements. Only in instances where a gift, if any, is unsolicited and of nominal intrinsic value, does this section not apply.

Penalties, sanctions or other disciplinary actions for violations of the Standard of Conduct shall be in accordance with State or Local regulations.

This certifies that this Standard of Conduct has been read and is understood. It is hereby further certified that the Municipality of _____ will comply with all requirements contained herein.

Municipal Chief Executive Office

Attest:

**LACKAWANNA COUNTY CLEARANCE AND DEMOLITION PROGRAM
COOPERATION AGREEMENT FOR
MUNICIPALLY OWNED PROPERTIES**

AGREEMENT

BY AND BETWEEN

THE COUNTY OF LACKAWANNA

AND

THE MUNICIPALITY OF _____

THIS COOPERATION AGREEMENT, entered into this ____ day of _____, 20____,
among the Municipality of _____, hereinafter referred to as the
"Municipality," and THE COUNTY OF LACKAWANNA,
Commonwealth of Pennsylvania, hereinafter referred to as the "County".

WITNESSETH THAT:

WHEREAS, Title I of the Federal Housing and Community Development Act of 1974, as amended, provides a program of Community Development Block Grants; and

WHEREAS, the County may obtain funding OBO of the Municipality for certain demolition activities as part of the Community Development Block Grant Program in municipalities within the County; and

WHEREAS, the Municipality is the owner in fee simple of all of the land located in Lackawanna County

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

1. That the Municipality has identified the following vacant, sub-standard structure(s), hereinafter referred to as "Structure(s)", located at the below listed address, hereinafter referred to as "Project Site", to be included in the Demolition Program. Inspections were

made by the local building inspector or his designee, and violations of the Building Code were recorded in the files of the Municipality verifying the sub-standard condition of Structure(s):

Description of Structure(s): _____

Project Site: _____

That the County will provide funding, in accordance with the requirements of this agreement, for an amount up to \$ _____, hereinafter referred to as "Grant", for the demolition of structure(s) and removal of debris.

- a. County funds will be used solely for razing of Structure(s) and removal of debris, including asbestos, other costs, including but not limited to fees, administration, and inspections.
 - b. Upon completion of demolition of Structure(s), any unexpended funds under this agreement will remain the property of the County.
2. That the County's responsibility concerning this project is limited to the provision of funds pursuant to the terms of this agreement.
 3. That the Municipality has retained ownership of Structure(s) scheduled for demolition and executed a signed Release and Right of Entry Agreement. Said Release and Right of Entry shall also be executed by the Municipality's Chief Executive Officer. The Municipality, through its Solicitor, shall also certify to the County that ownership is correct and the Release and Right of Entry Agreement is binding, along with other required certifications contained on the Solicitor's Certification, which is attached hereto. Said executed documents shall be delivered to the County prior to demolition.
 4. That the County will implement the extermination and demolition activities in accordance with Federal and State regulations.
 5. That the County will have Structure(s) inspected by a qualified inspector for asbestos containing materials (ACM) in accordance with PA Department of Environmental Protection (DEP) and PA Department of Labor and Industry (L&I) regulations. If inspection identifies the presence of ACM, County will follow DEP and L & I regulations for the removal, collection, transportation and disposal of asbestos.
 6. That the County will inspect Structure(s) and prepare specifications for demolition. The County will supply, those contractual requirements that must be inserted in the bid documents, as well as all other Federal regulations that must be met in order to properly qualify the demolition activities for use of Community Development Block Grant funds. The County shall include in its bid documents, all of the contractual requirements mandated by law or regulation. In addition, thereto, the Municipality shall comply with all Federal law including rules and regulations in order to qualify for Federal Block Grant.

7. That the County will put the contract out to bid.
8. That the County will award the contract to the lowest responsible bidder. The successful bidder must obtain a permit from the Pennsylvania Department of Environmental Protection for an acceptable landfill site for the disposal of all demolition materials. A Pre-Demolition Meeting will then be scheduled between the Contractor, the Municipality, and the Lackawanna County Office of Community Development.
9. That, in the event that the lowest responsible bid is above the Community Development Program budget, the Municipality agrees to pay the excess cost or reduce the scope of work to a scope which is within the budget.
10. That the Municipality will pay all other costs not eligible for CDBG funding.
11. That the Municipality and County will take before and after photographs.
12. That the Municipality agrees that on the first year anniversary date of demolition, the County will forgive 20% of the original Principal Sum, and on each consecutive anniversary date of demolition, the County will forgive 20% of the original Principal Sum, with all funds forgiven at the end of the 5 year term.
 - a. During the entire term, Project Site shall not be sold, transferred, use of land is changed, or otherwise conveyed by the Municipality. Should the Municipality sell Project Site during the term of 5 years, the full unforgiven balance shall become immediately due and payable.
13. That the County must conduct and document a final inspection to insure that the contract has been completed according to specifications.
14. That prior to any payment by the County, the following documents must be submitted to the County for the County's approval and the same must be approved by the Office of Community Development:
 - a. Contractor's Invoice
 - b. Municipality's Certification & Request for Payment
 - c. Evidence of compliance with Federal, State, and local regulations
15. That the Municipality releases and holds harmless the County of Lackawanna from any claim or cause of action which may be brought by the property owner, or any other interested party as a result of the demolition.
16. That the County reserves the right to monitor activity and make independent analysis of work performed to assure compliance with applicable Federal and State regulations.

17. That the Municipality, as subgrantee, is subject to the General Terms and Conditions, which are attached hereto and made a part hereof.
18. That the Municipality is subject to the requirements of the attached Standard of Conduct Certification, and will execute and return said Certification to the County.
19. That the Municipality, in accordance with Section 519 of Public Law 101-140 (the 1990 HUD Appropriations Act), has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations.
20. That the Municipality assures that no Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, in connection with the awarding of any Federal Contract, the making of any Federal Grant, the making of any Federal Loan, the entering into of any Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, Grant, Loan, or Cooperative Agreement.
21. That the Municipality assures that if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with this Federal Contract, Grant, Loan, or Cooperative Agreement, the undersigned shall obtain, complete, and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
22. That the Municipality has directed that the language pertaining to Prohibition of Use of Federal Funds for Lobbying is included in the award documents for all sub-awards at all tiers (including sub-contract, sub-grant, and contracts under grants, loans and cooperative agreements), and that all sub-recipients shall certify and disclose accordingly.

IN WITNESS WHEREOF, the parties hereto have fixed their hands and seal the date first above mentioned.

MUNICIPALITY:

ATTEST:

LACKAWANNA COUNTY:

ATTEST:
