



Lackawanna County

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Lackawanna County Demolition Program

Program Objective & Application Forms Privately Owned Property

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Prepared by
Lackawanna County Department of Economic Development

LACKAWANNA COUNTY CLEARANCE AND DEMOLITION PROGRAM

PRIVATELY 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 include privately 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. The County will provide Local Needs Forms and appropriate guidance for selection of priority activities. Each individual project will require compliance with procedures listed below. Funds are not available for private individuals; however, the municipality may include privately owned properties in their program, with the owner's consent. 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 privately 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 County may place a lien against the property for all or part of the costs associated with razing the structure. It is also the municipality's option to require some financial participation by the property owner. 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:

Privately Owned Properties

- Requests must come through the municipality.
- 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 agreements, asbestos analysis, and completion of required legal certifications. An information packet and guidance will be provided by the County.

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 apply for 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

Privately Owned

Contact the Office of Economic Development for a Word document

**LACKAWANNA COUNTY CLEARANCE AND DEMOLITION PROGRAM
APPLICATION INSTRUCTIONS FOR
PRIVATELY OWNED PROPERTIES**

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. Property Owner certification, which has been completed in its entirety and signed by owner(s)
 - a. Copy of property owner(s) previous year's income tax return.
3. Copy of all municipal notices to property owner(s) noting deficiencies that must be rectified in property, including records of fines, court appearances, photos of postings etc. (see Reference Materials - Overview of a Demolition –Violations and Condemnation Notifications)
4. Copy of owner(s) responses, or mailed returns to above notices.
5. Executed Release and Right of Entry Agreement for Privately Owned Properties
6. Executed Solicitor's Certification for Privately Owned, Condemned or Owner Not Known Properties
7. Standard of Conduct Form
8. Cooperation Agreement for Privately Owned Properties

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

LACKAWANNA COUNTY CLEARANCE AND DEMOLITION PROGRAM

PROPERTY OWNER CERTIFICATION

This section is to be completed by the property owner(s) for properties owned by private individuals if the Municipality is requesting funds through the County's Clearance and Demolition Program.

Number of members in property owner's household: _____

Find the income listed underneath the number matching the number of persons in the household. Then check whether the income listed for that household size is above or below the **current** household income of the property owner.

Family Size	1	2	3	4	5	6	7	8
Income	\$37,550	\$42,900	\$48,250	\$53,600	\$57,900	\$62,200	\$66,500	\$70,800

Above _____

Below _____

Attach copy of property owner(s) previous year's income tax return.

Have you owned any other properties which were *demolished, rehabilitated*, or received *Emergency Repair* funding assistance from the County? yes no

Are you a member, officer, employee, member of immediate family or partner, or public official of the Municipality seeking funding for this demolition activity? yes no

I/We hereby certify that the above information is true and correct, and hereby certify that I/We have not knowingly and willfully made any false, fictitious or fraudulent statements or entries.

Signature of property owner(s) _____

Print

Print

Item 2 A

ATTACH

Copy of property owner(s) *previous year's* Income Tax Return

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 AGREEMENT
FOR PRIVATELY OWNED PROPERTIES**

THIS AGREEMENT is entered into this ____ day of _____, 20____, by and between _____, a Municipal Governing Body in the County of _____, Lackawanna, Commonwealth of Pennsylvania, with principal offices located at _____, hereinafter referred to as "Municipality", and _____, with principal residence located at _____, hereinafter referred to as "Landowner."

WITNESSETH THAT in consideration of ONE and 00/100 (\$1.00) DOLLAR, the receipt of which is hereby acknowledged by each to the other and in further consideration of the mutual covenants herein contained, it is hereby agreed as follows:

1. That Landowner hereby warrants and affirms that he/she 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 Landowner hereby warrants that he/she 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 Landowner:

3. That Landowner hereby warrants and affirms that the said Structure(s) is/are owned by him/her and that they 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 Landowner hereby agrees that the Municipality or any independent contractor designated by the Municipality is hereby authorized and granted a license to enter upon the land above-described for the purpose of inspecting, bidding and preparing Structures(s) for demolition.
5. That Landowner has been fully informed and advised that the contractor engaged for the removal of the Structure(s) will be fully and individually responsible to the Landowner for any damages not authorized by this agreement.
6. That Landowner warrants and affirms that said Structure(s) are currently vacant, and agrees that within ___ days of the execution of this Agreement, that all belongings either owned by Landowner or Lessee, past or present, which are not to become part of the demolition contract, will be removed there from.
7. The Landowner hereby agrees that he/her, his/her heirs, executors, administrators, and assigns shall release, discharge, indemnify and hold harmless forever Lackawanna County and the Municipality, their successors and assigns and agents except for the contractor involved, 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). The Landowner further agrees that he/she understands that the contractor is not the agent of Lackawanna County.
8. The Landowner hereby authorizes the Municipality, Lackawanna County, or any independent contractor authorized by the Municipality, to enter upon the land above described and to tear down and carry away all the materials comprising the Structure(s).
9. The Landowner agrees to indemnify and hold harmless Lackawanna County and the Municipality 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 as incurred by the Municipality in defense of such claims. The Landowner agrees to indemnify and hold harmless Lackawanna County and the Municipality 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.
10. The Landowner agrees that this Agreement shall be binding upon his/her heirs, administrators, executors, successors and assigns.
11. The Landowner hereby certifies to the Municipality 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 in this Agreement.

12. The Landowner agrees that demolition of Structure(s) by the Municipality, or his designee, is contingent upon Municipality's financial ability to obtain funding to satisfy costs related to said demolition activities.

13. That Landowner hereby agrees that upon approval of Lackawanna County funding for demolition of Structure(s), Landowner will execute a note and mortgage for the amount of County financing, which will be filed against the property for a period of 5 years. Landowner further agrees that the County will reduce the amount of funding owed to the County by 20% of the original County investment on each annual anniversary date of County's release of funds, with all funds forgiven at the end of the 5 year term. However, should Landowner sell property prior to conclusion of the 5 year term the unforgiven balance shall become immediately due and payable. The Landowner further agrees that in the event of Landowner's death, the terms of the lien shall be passed on to his/her heirs, condition upon the use of the property remaining unchanged. In the event property is sold by heirs or use of land is changed, the unforgiven balance of County funds shall be immediately due and payable.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this day and year first above-written, intending to be legally bound hereby.

Landowner

Landowner

Landowner

Municipality

ATTEST:

LACKAWANNA COUNTY CLEARANCE AND DEMOLITION PROGRAM

**SOLICITOR'S CERTIFICATION FOR
PRIVATELY OWNED PROPERTIES**

RE: Demolition

PROPERTY OWNER(S): _____

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 authorized to enter into the Release and Right of Entry Agreement. Said authorization is valid and legally enforceable under the laws of the Commonwealth of Pennsylvania. It is further certified that the Chief Executive Officer of the Municipality has signed the Release and Right of Entry Agreement, 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 has determined ownership of the property scheduled for demolition and has obtained a signed Release and Right of Entry Agreement from the property owner. I further certify that ownership is correct, and the Release and Right of Entry Agreement is binding and legally enforceable.
5. That the Municipality does hereby certify to the 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.
6. 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.

7. That the property owner is neither a member, officer, or employee of the Municipality, nor a member of the governing body of the Municipality, nor any other public official of the Municipality who exercises any functions with respect to the Demolition Program.

8. 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 the property owner, or any other interested 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 PRIVATELY 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
PRIVATELY OWNED PROPERTIES**

AGREEMENT

BY AND BETWEEN

THE COUNTY OF LACKAWANNA

AND

THE MUNICIPALITY OF _____

AND

THIS COOPERATION AGREEMENT, entered into this ____ day of _____, 20____,
among the Municipality of _____, hereinafter referred to as the
"Municipality," _____, hereinafter referred to as
"Property Owner(s)", 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, Property Owner(s) shall enter and execute a Note and Mortgage for the

monies paid by the County to reimburse the costs of demolition defined herein, which are owned by Property Owner(s).

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 CDBG 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. CDBG funds will be used solely for razing of Structure(s) and removal of debris, including asbestos. All other costs, including but not limited to fees, administration, and inspections, are not eligible for County reimbursement.
- 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 determined ownership of Structure(s) scheduled for demolition and obtained a signed Release and Right of Entry Agreement from Property Owner. 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 for Privately Owned Properties, 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, Contractor 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 to the Municipality, 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 Property Owner(s) agree(s) to execute and return to the County a Note and Mortgage for the full amount of County funds to be invested in demolition of Structure(s), hereinafter referred to as "Principal Sum", prior to commencement of actual demolition activities. Property Owner(s) agree to the following terms which shall be contained in said Note and Mortgage:
 - a. Property Owner(s) will comply with all terms and conditions of Note and Mortgage for a period of five (5) years from the date Principal Sum is disbursed by the County to the Municipality.
 - b. During the entire term, Project Site shall not be sold, transferred, or otherwise conveyed by the Property Owner(s). Should Property Owner(s) sell Project Site during the term of Note/Mortgage, the full unforgiven balance shall become immediately due and payable.
 - c. In the event of death of Property Owner(s), the terms of the

Note/Mortgage shall be passed on to heirs of Property Owner(s), conditioned upon the use of the Project Site remaining unchanged. In the event Project Site is sold by heirs or use of land is changed, the unforgiven balance shall become immediately due and payable.

- d. The Property Owner(s) agree to adhere to all requirements of the County as set forth in the Note, Mortgage, and/or this Agreement.
 - e. In the event that Property Owner(s) fail to perform any of the terms or conditions set forth in the Note, Mortgage and/or this Agreement, at the option of the County, the whole unpaid balance of the Principal Sum due hereunder shall immediately become due and payable without notice to the Property Owner(s). Provided that the Property Owner(s) is not otherwise in default of the terms of the Note, Mortgage and/or this Agreement, the County agrees to forgive a portion of the Principal Sum in accordance with the following schedule:
 - i. On the first year anniversary of the release of Principal Sum by 20%, 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.
12. That the Municipality and County will take before and after photographs.
 13. That the Municipality 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:

PROPERTY OWNER(S)

ATTEST:

LACKAWANNA COUNTY:

ATTEST:
