

WESTMORELAND COUNTY DEMOLITION PROGRAM APPLICATION

Fifth Floor, Suite 520 • 40 North Pennsylvania Avenue • Greensburg, PA 15601
Phone: (724) 830-3050 • Fax: (724) 830-3062

Name of Municipality: _____

Address of Structure: _____
(if rural area
enclose map) _____

Tax Map No.: _____

Ownership: () Private () Municipality

Name of Owner(s): _____

Address: _____

Telephone No.: _____

MORATORIUM ON GARAGES AND MOBILE HOMES. Applications not accepted at this time.

Type of Structure: () Single Family Residential
() Multi-Family Residential
() Commercial / Residential
() Commercial
() Industrial
() Other (Specify) _____

Zoning Classification: _____

ENCLOSE A RECENT PHOTOGRAPH OF SUBJECT PROPERTY _____

Construction Material: () Wood
() Brick
() Stone (Foundation)
() Siding (Aluminum, etc.)
() Other (Specify) _____

No. of Stories: _____ Full Basement () Partial Basement ()

Condition of structure: () Good () Fair () Poor
() Fire Damaged- Insurance Money () Yes () No

Age of structure: _____ Years (Approximate) Square Footage: _____

Structure currently occupied: () Yes () No

If not occupied, when was structure last occupied: _____ Years _____ Months

Purchase price of building: \$ _____ Year purchased _____

Re-use for site after demolition: () Yes () No

Explain how this reuse fits within local zoning ordinance, county comprehensive plan and/or community redevelopment efforts:

If your property is selected, is there a match in place to the demolition project, i.e. cash match, job creation, donation of property, environment assessment reports.

() Yes () No

Explain: _____

It is the sole responsibility of the property owner to verify with the municipality if a lien will be placed on the subject property.

Have the owner(s) served in any capacity during the previous twelve (12) months, or are they related to any Local, County, State or Federal officials:

() Yes () No

List relationship & capacity served: _____

I certify that the above information is true and correct to the best of my/our knowledge.

Municipality: _____
(Signature of Municipal Official required)

Owner(s): _____

SIGNATURE(S) MUST BE NOTARIZED

Commonwealth of _____)
County of _____) **SS:**

On this, the _____ day of _____, 201____, before me, a Notary Public, the undersigned officer, personally appeared _____ known to me (or satisfactorily proven) to be the person whose name subscribed to the within instrument, and acknowledged that (he, she) executed the same for the purposes therein contained. IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My commission expires: _____
Notary Public _____

SUBMISSION OF THIS APPLICATION DOES NOT GUARANTEE FUNDING OF THE PROJECT. PROJECTS ARE SELECTED ON A COMPETITIVE BASIS AND SUBJECT TO AVAILABLE FUNDING.

2020 Countywide Demolition Policy

Program Objective: The Redevelopment Authority of the County of Westmoreland (RACW) is an advocate for downtown and neighborhood initiatives in the County and is active in a variety of strategic partnerships to promote community revitalization and reinvestment in central business districts and residential neighborhoods. The primary objective of Westmoreland County's demolition program, administered by the RACW, is to reenergize County neighborhoods through blight elimination while enhancing the health, safety and general welfare of the community. A strong emphasis is placed on the subject land for a purposeful reuse stimulating reinvestment. The program is not intended to eliminate the financial and maintenance responsibility of private property owners. The program is principally designated to address municipal owned structures or privately owned properties key to a community's revitalization plan. Contact the RACW, Hallie Chatfield, Revitalization Coordinator at 724-830-3653 or hchatfie@co.westmoreland.pa.us.

Single-family residential-communities larger than 5,000 persons

- \$1,500 match requirement

Single-family residential-communities smaller than 5,000 persons

- \$500 match requirement

Multi-family residential, multi-structure and Commercial structures-all communities

- 50% minimum match requirement of the total project cost estimate
- Reuse must fit within local zoning ordinance, county comprehensive plan or redevelopment efforts

Municipal-owned/court-ordered residential properties

- \$250
- Revitalization criteria must be met or exceeded

Special projects

- Consideration given to special projects based on revitalization criteria: reinvestment, job creation, and overall economic impact. Match, including in-kind match, requirements are determined on a case-by-case basis.

RELEASE AND RIGHT OF ENTRY AGREEMENT

This Agreement is entered into this _____ day of _____, A.D., 20____, by and between the REDEVELOPMENT AUTHORITY OF THE COUNTY OF WESTMORELAND, a body corporate and politic (created by and is governed by the Pennsylvania Urban Redevelopment Law (35 P.S. §1701, et seq., as amended), in the County of Westmoreland, Commonwealth of Pennsylvania, hereinafter referred to as "Local Public Agency", AND

hereinafter referred to as "Land Owner". The parties hereto agree as follows:

- 1) Land Owner hereby warrants and affirms that (He, She, They) (is, are) the Owner(s) in fee simple of all of the land located in Westmoreland County designated on the tax map for the year 20____ as Parcel No. _____ Tax Map No. _____ in the City, Township, or Borough) of _____.
- 2) Land Owner hereby warrants that (He, She, They) (is, are) the Owner(s) of the building and items of salvage, if applicable, located on said property being described as follows:

THE LAND OWNER UNDERSTANDS THAT ANY ITEMS THAT HE/SHE/THEY MAY BE STORING IN THE STRUCTURE AND WISH TO RETAIN, MUST BE REMOVED PRIOR TO SUBMISSION OF DEMOLITION APPLICATION OR THEY BECOME THE PROPERTY OF THE DEMOLITION CONTRACTOR AND WILL BE DEFINED AS SALVAGE. OWNER FURTHER AGREES THAT ANY AND ALL PROPERTY OWNED BY THIRD PARTIES OR THAT THRID PARTIES CLAIM TO HAVE AN INTEREST, BE REMOVED FROM THE PROPERTY WITHIN 10 DAYS OF THE SIGNING OF THIS AGREEMENT.

- 3) Land Owner hereby agrees that the Local Public Agency and/or any independent contractor authorized by the Local Public Agency is hereby authorized and granted a license to enter upon the land above described for the sole purpose of removing the building or structure described in Paragraph Two and any salvage, if applicable.
- 4) Land Owner has been fully informed and apprised that the contractor engaged for the removal of the structure above described will be fully and individually responsible to the Land Owner for any damages not authorized by this Agreement.
- 5) Land Owner hereby authorizes the contractor for the Local Public Agency to enter upon the land above described and to tear down and carry away all of the materials comprising the building and the contents of such building and any salvage, if applicable, above described according to the demolition specifications for this property established by the Local Public Agency.
- 6) Land Owner hereby releases and forever discharges the Local Public Agency, their successors and assigns and agent except for the contractor involved, from any and all claims, damages, demands, actions, cause of actions, or suits of whatever kind or nature as a result of the removal of the structure(s) hereinafter described from the land above described.

7) AFFIRMATIVE COVENANT NOT TO ENTER INTO OTHER AGREEMENTS

- a) The Land Owner hereby represents, covenants and warrants that he/she/they has not entered into any prior agreement, written or oral, for the demolition of the property which is the subject of the Release and Right of Entry Agreement or any prior agreement for the sale, removal and/or salvage of any personal property, such as equipment, machinery and/or fixtures.
- b) The Land Owner also agrees not to enter into any agreement, whether written or oral, from the date of the execution of this Release and Right of Entry Agreement to the date completion of the demolition project has been accepted by the Local Public Agency for the demolition of the property or sale, removal and/or salvage of any personal property, such as equipment, machinery and/or fixtures.
- c) Any suit, charge, claim, liability, case, controversy or lien which arises as a result of the Land Owner's failure to comply with the affirmative covenant of not entered into a subsequent agreement or any misrepresentation, relating to any prior agreement, the Land Owner agrees to hold harmless, defend and indemnify the Local Public Agency.

8) SALVAGE MATERIALS

THE LAND OWNER UNDERSTANDS THAT ANY ITEMS THAT HE/SHE/THEY MAY BE STORING IN THE STRUCTURE AND WISH TO RETAIN, MUST BE REMOVED PRIOR TO SUBMISSION OF DEMOLITION APPLICATION OR THEY BECOME THE PROPERTY OF THE DEMOLITION CONTRACTOR AND WILL BE DEFINED AS SALVAGE. OWNER FURTHER AGREES THAT ANY AND ALL PROPERTY OWNED BY THIRD PARTIES OR THAT THRID PARTIES CLAIM TO HAVE AN INTEREST, BE REMOVED FROM THE PROPERTY WITHIN 10 DAYS OF THE SIGNING OF THIS AGREEMENT.

- 9) The Land Owner shall indemnify, defend and hold harmless the Local Public Agency, its' employees, principles and agents from and against any judgments, claims, losses, damages, or expenses (including reasonable attorney's fees) related to the demolition for structure located at

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seal the day and year first above written intending to be legally bound thereby.

(SIGNATURE[S] MUST BE NOTARIZED)

Land Owner(s): _____

Redevelopment Authority of the
County of Westmoreland: _____
