



Westmoreland County Demolition Project Checklist



Applicant: _____ Contact Person: _____

Project Address: _____

- Property Ownership Information
 - Owner Release and Right of Entry
 - Court Ordered Demolition
 - Municipal Release and Right of Entry

- Blighting Conditions Established

- Enforcement Actions Taken (check all that apply)
 - Notice of Unsafe Conditions
 - Notice of Repair or Demolish
 - Order of Condemnation

- Site Inspection _____

- Title Search
 - Mortgage Consent
 - Mortgage Satisfaction

- Environmental Clearances
 - SHPO
 - Tier II
 - Asbestos Inspection _____

Project Cost Estimate \$ _____

Project Funding Source

- Act 152 DEMOFund
- CDBG Slum and Blight
- ARPA
- State
- Other _____

Completed applications can be submitted by email to Hallie Chatfield, Senior Project Manager at hchatfie@co.westmoreland.pa.us or via postal mail to: RACW c/o Hallie Chatfield, 40 North Pennsylvania Avenue, Fifth Floor-Suite 520, Greensburg, PA 15601. For municipal partners, please upload in codePRO.

DEMOLITION PROGRAM APPLICATION

\$250 FEE required to be submitted with each parcel number and made payable to RACW ONLY
FOR ACT 152 DEMOFund APPLICATIONS - applicant will be notified if fee is applicable.

Municipality		Date	
Contact Person		Title	
E-Mail			
Phone #		Alternate Phone #	

Current Property Owner Name				Telephone
Project Address				Tax Map Parcel ID #
E-mail				
Alternate Phone #				
Type (check one)	Residential	Commercial	Other (Explain)	Proposed Future Use
Conflict of Interest	Has the owner(s) served in any capacity during the previous twelve months, or are they related to any Local, County, State or Federal officials?			
	Yes	No	Relationship and/or Capacity Served	

Supply evidence that sufficient time was permitted for property owner to address situation. Please list the dates, action and result of any municipal actions taken to require demolition or repair of the structure(s). Including but not limited to on- site inspections, Municipal Notification of Unsafe Conditions, and Order of Condemnations. Attach all relevant correspondence demonstrating these actions. Provide proof that notice was properly served (i.e. copy of certified or registered mail return receipt).

Date	Action Taken	Result

If property owner is non-compliant and/or deceased, municipality has the option to obtain a Court Ordered demolition or may opt to sign the MUNICIPAL right and release of entry in order for the project to proceed with proper authority to demolish.

Section 1	Blighting Condition
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For purposes of the demolition program, Blighted Property is defined as a property which meets *at least three* of the criteria listed below, as determined by the County. Please **check the appropriate box** that describes the blighted condition of the property proposed for demolition. **Attach any/all documentation to support your blight determination.**

- The building or physical structure is a public nuisance.
- The building is in need of substantial rehabilitation and no rehabilitation has taken place during the previous 12 months.
- The building is unfit for human habitation, occupancy or use.
- The condition and vacancy of the building materially increase the risk of fire to the building and to adjacent properties.
- The building is subject to unauthorized entry leading to potential health and safety hazards **and** one of the following applies:
 - The owner has failed to take reasonable and necessary measures to secure the building.
 - The municipality has secured the building in order to prevent such hazards after the owner has failed to do so.
- The property is an attractive nuisance to children, including, but not limited to, the presence of abandoned wells, shafts, basements, excavations and unsafe structures.
- The presence of vermin or the accumulation of debris, uncut vegetation or physical deterioration of the structure or grounds has created potential health and safety hazards and the owner has failed to take reasonable and necessary measures to remove the hazards.
- The dilapidated appearance or other condition of the building negatively affects the economic wellbeing of residents and businesses in close proximity to the building, including decreases in property value and loss of business, and the owner has failed to take reasonable and necessary measures to remedy appearance or the condition.
- The property is an attractive nuisance for illicit purposes, including prostitution, drug use and vagrancy.

Section 2 Certification

I do hereby certify to the following:

I am authorized by the applicant to submit the application and that the application has by proper action, been duly authorized, executed, and delivered or I am the property owner;

That the proposed property is vacant at the time of application;

That the applicant possesses the legal authority to enable the demolition of the property (OWNER release and right of entry signed before notary Or MUNICIPAL release and right of entry signed before notary);

That all applicable local, county, state, and federal regulations will be adhered to in carrying out the Project;

The applicant agrees to indemnify, defend, and hold harmless Westmoreland County and the Redevelopment Authority of the County of Westmoreland, and their respective officers, directors, employees, and agents, harmless from any and all claims, demands, causes of actions, liabilities, damages, judgments, lawsuits, or claims arising out of alleged negligence, recklessness, willful or wanton misconduct, intentional conduct of the applicant, its officers, directors, agents, servants, employees, representatives, professionals, and other staff, including counsel fees, costs and expenses incurred by the County of Westmoreland and the Redevelopment Authority of the County of Westmoreland, and their respective officers, directors, employees, and agents, in defending any such claim, demand, cause of action, lawsuit, or judgment;

That the application is true and correct to the best of the applicant's knowledge, information and belief that the applicant has an ongoing obligation to inform the County of any change in the information set forth in the application.

Signature

Date

LAND OWNER AND MUNICIPAL RELEASE AND RIGHT OF ENTRY AGREEMENT

This Agreement is entered into this _____ day of _____, A.D., 20____, by and between WESTMORELAND COUNTY and 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 collectively referred to as "Local Public Agency", AND _____, hereinafter referred to as "Land Owner" or "Municipality." 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 as Tax map parcel # _____, 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 WISHES 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 THIRD 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 agrees to release, indemnify, defend and hold harmless 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.

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

On this, the _____ day of _____, 20____, 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. IF PROJECT IS SELECTED FOR FUNDING, APPLICATION FEE WILL BE APPLIED TO TOTAL PROJECT COST.

■ IF THERE IS A MORTGAGE ON THE PROPERTY AND MORTGAGOR WILL NOT SATISFY LIEN OR IT IS UNDETERMINED OF PROPER ENTITY TO SIGN, THE OWNER OR MUNICIPALITY HAS THE OPTION TO SIGN THE BELOW WAIVER ACCEPTING ALL LIABILITY SHOULD MORTGAGOR SEEK RESTITUTION OF COLLATERAL PAYMENT.

A. The Land Owner AND/OR Municipality agrees to defend, indemnify and hold harmless any Claims that may arise as a result of any mortgages or other liens on the property that have not been satisfied.

(SIGNATURE[S] MUST BE NOTARIZED)

Land

Owner(s): _____

Commonwealth of _____)

County of _____) SS:

On this, the _____ day of _____, 20____, 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

IF THE LAND OWNER IS NON-RESPONSIVE TO MITIGATE NUISANCE PROPERTY, THE MUNICIPALITY HAS THE OPTION TO SIGN THE BELOW WAIVER ACCEPTING ALL LIABILITY SHOULD LAND OWNER SEEK REPLACEMENT VALUE OF LOST ASSET.

- (1) Municipality 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 Paragraphs One and Two and any salvage, if applicable. Municipality acknowledges that the record owner has not been located to execute a right of entry and release or has otherwise not executed a right of entry and release.
- (2) Municipality 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 Municipality for any damages not authorized by this Agreement.
- (3) Municipality 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.
- (4) Municipality hereby agrees to release, indemnify, defend and hold harmless the Local Public Agency and Westmoreland County, their successors and assigns and agents, 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) and items of salvage, from the land above described, including any claims for loss by Landowner or third parties', including personal injury, death, property damage, claims by a third party related to the loss of asset for attachment to satisfy a judgment, and any other claims, or damages.
- (5) Municipality also agrees to indemnify, defend and hold harmless Local Public Agency and Westmoreland County of any claims, for damages, including loss of assets by landowner that may be made by anyone including landowner.
- (6) Municipality will also indemnify Local Public Agency and Westmoreland County for cost and legal fees to defend any claim.
- (7) Municipality agrees to carry liability insurance for the project at a minimum of \$1,000,000.

(SIGNATURE[S] MUST BE NOTARIZED)

Municipality:_____

Commonwealth of _____)

County of _____) SS:

On this, the _____ day of _____, 20____, 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