

Identify the property

- Not in The Town of Bloomsburg or Borough of Berwick- if using CDBG funds
- Obtain Clear images of the blighted property
- Pull the GIS parcel information
- Request tax info from the county
 - County/school/ local amounts due
 - How long have these not been paid

Establish Communication with the municipality

- Have a meeting and discuss the property in question
- Has contact ever been made to the owner about the condition
 - Were letters sent asking them to clean the property?
- If communication is established: create an agreement obtaining the property for the municipality
- Follow the Blight Remediation Strategy for Columbia County- Blight Strategy

If communication cannot be established

- Do you have proof of the attempts for communication?
 - Was constant contact made through calls or emails
- Do they have a third party for codes enforcement?
 - Reach out to the code's enforcement agency for assistance
 - Will they condemn the property?
 - If not, why?

Using the options agreement

- Option agreement- Appendix A
- This needs to be created by the municipality and signed by the owner
- What is the end date for the signed agreement?
- Resolutions will need to be passed by the county, school, and township on forgiving the taxes due
 - Resolution Template Appendix B
- Once the agreement is signed begin the ERR and conduct asbestos, lead, mold, radon testing
- Once cleared a bid can be placed for demolition
 - Two ads will need to be placed in the paper a week apart
 - Include fair housing logo
 - Federal wage rates disclaimer
- Engineer is Barry Isett firm, and they do the paperwork through Penn Bid online
 - They will review all bids and calculate them accordingly
 - They will make sure all the paperwork is in order and issue an award letter with notice to proceed

Blight Strategy

1. Blighted Properties in need of remediation which are municipally owned, voluntarily conveyed to a municipality are identified. These properties are submitted to the Columbia County Redevelopment Authority (CCRA) for consideration. Properties submitted must meet one or more of the qualifications of blighted properties defined by the Pennsylvania Urban Redevelopment Law, Act of May 24, 1945, P.L. 991, No. 385 as amended at section 12.1 (c).
 - i. Any premises which because of physical condition or use is regarded as a public nuisance at common law or has been declared a public nuisance in accordance with the local housing, building, plumbing, fire, and related codes
 - ii. Any premises which because of physical condition, use or occupancy is considered an attractive nuisance to children, including but not limited to abandoned wells, shafts, basements, excavations, and unsafe fences or structures
 - iii. Any dwelling which because it is dilapidated, unsanitary, unsafe, vermin-infested or lacking in the facilities and equipment required by housing code of the municipality, has been designated by the department responsible for enforcement of the code as unfit for human habitation
 - iv. Any structure which is a fire hazard or is otherwise dangerous to the safety of persons or property.
 - v. Any structure from which the utilities, plumbing, heating, sewerage, or other facilities have been disconnected, destroyed, removed, or rendered ineffective so that the property is unfit for its intended use
 - vi. Any vacant or unimproved lot or parcel of ground in a predominantly built-up-neighborhood, which by reason of neglect or lack of maintenance has become a place for accumulation of trash and debris, or a haven for rodents or other vermin
 - vii. Any vacant or unimproved lot or parcel of ground in a predominantly built-up-neighborhood, which by reason of neglect or lack of maintenance has become a place for accumulation of trash and debris, or a haven for rodents or other vermin
 - viii. Any property which is vacant but not tax delinquent, which has not been rehabilitated within one year of the receipt of notice to rehabilitate from the appropriate code enforcement agency
 - ix. Any abandoned property is considered abandoned if:

1. Vacant and unimproved lot/parcel with a municipal lien for the cost of the demolition of any structure located on the property remains unpaid for a period of six months
 2. Or the total municipal liens on the property for tax or any other type of claim of the municipality are more than 150% of the fair market value
 3. The property has been declared abandoned by the owner, including an estate that is in possession of the property
- A. Municipal applicant agrees not to utilize the property in any method which would jeopardize the CDBG funding for the compliance period (Including but not limited to selling the property to a household above 80% of the Area Median Income as determined by HUD.) Properties must also meet the criteria in 24 CFR 570.208(b) or 24 CFR 570.483(c). Below are the 2021 income limits set by HUD for Columbia County, the 2022 limits will be released in June.

FY 2022 Income Limit Area	Median Family Income Click for More Detail	FY 2022 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Columbia County, PA HUD Metro FMR Area	\$74,000	Very Low (50%) Income Limits (\$) Click for More Detail	25,900	29,600	33,300	37,000	40,000	42,950	45,900	48,850
		Extremely Low Income Limits (\$)* Click for More Detail	15,550	18,310	23,030	27,750	32,470	37,190	41,910	46,630
		Low (80%) Income Limits (\$) Click for More Detail	41,450	47,400	53,300	59,200	63,950	68,700	73,450	78,150

- B. Prior to submission, the municipality must pass a resolution that includes the specific criteria found in the redevelopment law and CFR for blight remediation that applies to the property, authorizes CCRA access to the property for inspections and request that the Commissioners designate CDBG funds to the remediation of this property.

i. For an example resolution see appendix B

2. Representative of CCRA will complete a property inspection, determine that the property meets specific criteria in redevelopment law and CFR for blight remediation and calculates the cost reasonable test. To qualify for demolition, the cost to rehabilitate the house to health and safety standards must exceed

\$15,000, or \$15 per square foot. Only sites that qualify under the cost reasonable test are to be submitted for demolition under the blight program. Representative should take pictures to document conditions.

- A. CCRA has the right to determine if the cost reasonable test will not be utilized. This could be from viewing the property in person and determining that the property is not viable.
 - B. CCRA will document with extensive photos of the property as verification
 - C. The cost reasonable test can be found in Appendix C
3. Properties are reviewed by the Columbia County Blight Remediation Taskforce (CCBRT) for community impact and potential reuse. The CCBRT consists of representatives of CCRA, Columbia County Housing Authority, and Community Strategies Group (a local Community Housing Development Organization).
 4. All requests will be presented to the Columbia County Commissioners with determination from CCBRT that the project meets or fails to meet the objectives and requirements of the program. The County Commissioners will approve or deny the applications. CCRA will notify the applicants of the status and reasoning for the decision.
 - A. If approved CCRA and the municipality will enter into an agreement to proceed with the demolition. If the property is not owned by the municipality, then the municipality MUST enter into an agreement with the property owner allowing CCRA to complete the following:
 - i. Title search
 - ii. Environmental Review Record
 - iii. DEP Asbestos Abatement
 - iv. Demolition/ Renovation Report
 5. If the above reports are favorable, the project is bid out. The bid will have the DEP asbestos results. All other files are available upon request.
 6. CCRA/ Engineering Team will review the bids and award the contract. Applicable Commonwealth Law 24 CFR Part 85.26 set forth bidding requirements which must be followed for the procurement of demolition contractors and related demolition work. Some of the requirements are as follows:
 - A. Davis Bacon Wage Rates
 - B. MWBE
 - C. Section 3
 7. Prior to the Demolition, contractors must obtain the necessary permits with each jurisdiction.
 8. Prior to the beginning of demolition, a preconstruction meeting will be scheduled with CCRA, engineers, contractor, and the municipality.

- A. At this meeting, the contractor will be advised on the rules and regulations that should be followed throughout the demolition process, as well as the expectations of CCRA and the municipality in completion of the project.
- 9. When conducting demolitions, all waste must be properly disposed of at a permitted/ licensed sanitary or demolition landfill.
- 10. Project managers will visit the demolition site to ensure the contractor is performing the documented work, following procedures in accordance with the contract and specifications.
 - A. This includes all rules and regulation in the municipality, set by CCRA, Columbia County, DCED and HUD
- 11. When the Demolition is completed, CCRA will execute a final site inspection and take pictures for documentation to show the work was completed.
- 12. CCRA will verify all files needed for the project file.
 - A. Example Checklist- Appendix D
- 13. Ownership will be conveyed to the municipality, if not already owned. The municipality will maintain the property.
- 14. The property cannot be sold if located in the flood plain and will have no end use.
- 15. A lien for the full amount of CDBG investment will be placed on properties that do not have an option agreement in place.

Appendix A

OPTION AGREEMENT TO PURCHASE REAL ESTATE

THIS OPTION AGREEMENT TO PURCHASE REAL ESTATE, (this "Agreement"), made this ____ day of X
, 2022, between:

Name, of **Address**, hereinafter called "Seller",

A-N-D

Township of [Property Owner Address] Columbia County, Pennsylvania, hereinafter called "Buyer".

WITNESSETH:

IN CONSIDERATION OF the mutual covenants, promises, undertakings, agreements, representations and warranties specified in this agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, with the intent to be obligated legally and equitably, the parties do hereby covenant, promise, agree, represent and warrant as follows, the SELLER hereby agrees to grant to BUYER an option to purchase the premises located at address, Township, Columbia County Pennsylvania, described in Exhibit "A", which is attached hereto and made a part hereof, on the following terms and conditions, to-wit:

1. For and in consideration of the Option Fee of ONE AND NO/100 (\$1.00) DOLLAR to Seller, Seller does hereby grant to Purchaser the exclusive right and Option to purchase the premises upon the terms and conditions as set forth herein.
2. This Option shall expire on _____, 2022.
3. This Agreement is expressly conditioned upon the following:
 - a. The Buyer has One Hundred Eighty (180) days from the date of this agreement to conduct reviews, inspections and tests which shall include, but not be limited, to the following:
 - i. Review of zoning ordinance and regulations
 - ii. Assessment of utilities, roadways and other site conditions.
 - iii. Environmental reviews and studies.
 - iv. Overall assessment of development cost.
 - b. In the event the Buyer, in its sole discretion, identifies issues, **during** the 180-day period, that could potentially impair the remediation or development of the project or funding process, the Buyer shall have the right to cancel this Agreement, in which event the Buyer shall be refunded all sums paid on

account of the purchase price, and all further obligation and responsibility of the parties shall cease and terminate and this agreement shall be null and void.

- c. From and after the date of this Agreement, Seller agrees to permit Buyer and its designees unlimited access to the Premises for the purpose of making measurements, inspections, surveys and conducting other tests and studies and the like as set forth above; provided, however, the Buyer shall indemnify, defend and hold the Seller harmless from and against any liability arising to Seller as a result of damage or personal injury occurring due to the Buyer's access upon the Premises. Furthermore, Buyer shall reasonably restore the Premises to its condition (exclusive of environmental issues not caused by Buyer) prior to the conduct of any of the Buyer's studies, tests, and surveys. It is understood and agreed that this indemnity shall not cover or extend to (i) any claim of diminution in the value of Premises as a consequence of the results revealed by the investigations, surveys, tests or studies conducted by Buyer or (ii) the exposure or release of hazardous substances or materials, or debris located in, on or under the Premises.
 - d. This Agreement is expressly conditioned upon Buyer receiving Community Development Block Grant- Funds. It is also conditioned upon Buyer receiving all necessary Code Approvals from Madison Township. In the event that Buyer, despite diligent efforts to obtain funding and zoning approvals as deemed appropriate by the Buyer, is unable to do so, Buyer shall notify Seller in writing of such inability on or before the date for settlement hereunder, and upon receipt of such notification, Seller shall retain all sums paid on account of the purchase price hereunder, and all further obligation and responsibility of the parties hereunder shall cease and terminate.
4. At the time of settlement, Seller, at Seller's expense, shall execute and deliver to Buyer a good and sufficient deed, containing a special warranty, transferring the Premises to Buyer free and clear of all liens and encumbrances.
 5. Seller shall provide at Seller's expense good and marketable title such as would be insured at regular rates by any responsible title insurance company licensed to do business in the Commonwealth of Pennsylvania, excepting rights of the public in and to adjoining streets and highways, utility easements, zoning regulations, those matters specifically referenced herein, and other matters visible upon inspection. In the event that Seller cannot deliver title as required, Buyer shall have the option of (a) canceling this Agreement, in which event Buyer shall be refunded all sums paid on account of the purchase price, and all further obligation and responsibility of the parties shall cease and terminate, or (b) accepting such title as Seller shall be able to deliver and consummating settlement as provided.
 6. Real estate taxes assessed shall be prorated to the date of settlement on a fiscal year as levied basis. County and township taxes shall be prorated on a calendar year basis and school district taxes on a June 30 fiscal year basis.
 7. Realty transfer taxes shall be paid one-half (1/2) by the Seller and one-half (1/2) by the Buyer.
 8. Seller shall maintain the Premises in its current existing condition until settlement. Seller shall maintain in effect all existing insurance upon the Premises. Risk of loss shall remain upon Seller until settlement. In the event of loss or damage to the Premises, Buyer shall have the option (1) to cancel this Agreement, or (2) to proceed to settlement with Buyer to receive any insurance proceeds. In the event of cancellation by Buyer,

this Agreement shall become null and void, Buyer shall receive a refund of all sums paid on account of the purchase price, and all further obligations of the parties shall cease and terminate.

9. Possession shall be delivered to Buyer at settlement.
10. Buyer acknowledges that in the event that Buyer is unable to consummate settlement on or before the date or extension period date provided herein, Seller shall not be under any obligation to extend such date, and that, in the absence of a written agreement signed by Seller and Buyer, Seller shall be under no obligation to sell the Premises to Buyer thereafter. In the event of Buyer's default, Seller shall retain all sums paid on account of the purchase price as liquidated damages.
11. This Agreement shall not be assignable by either the Seller or Buyer, without the prior written consent of the other.
12. The parties hereto hereby bind themselves, and their respective heirs, successors, executors, and administrators for the faithful performance of this Agreement on the settlement date set forth herein.
13. This Agreement shall not be recorded in any office or place of public record.
14. The Buyer shall pay for the preparation of the Agreement of Sale, costs and fees of title search, costs of recording the Deed and all other expenses incurred by Buyer in relation to its purchase of the property.
15. Formal tender of deed and purchase money is hereby waived.
16. This Agreement is to be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania and is entered into in Columbia County, Pennsylvania.
17. Seller and Buyer each covenant with the other that neither has employed any real estate broker in connection with this transaction and each agree to indemnify and hold each other harmless from and against any and all claims for brokerage fees claimed to be due by virtue of this Agreement. This paragraph shall survive closing and shall not be merged into the deed.
18. All notices to be given by either party to the other may be mailed by registered mail, postage prepaid, to the addresses which appear on this Agreement, and if none are stated hereon, to the last known address of the proposed recipient, or by email to the following email addresses:

BUYER: _____
(email address to be completed by BUYER)

SELLER: _____
(email address to be completed by SELLER)

19. Any of the representations, warranties, covenants, and agreements of the parties, as well as any rights and benefits of the parties pertaining to a period of time following the settlement of the transactions contemplated hereby shall survive the settlement and shall not be merged therein.

20. A facsimile or scanned signature of any party to this Agreement shall be deemed equivalent of an original. Furthermore, this Agreement may be signed in counterparts and when taken together shall constitute an original.
21. This Agreement contains the whole Agreement between the **SELLER** and **BUYER** and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise, of any kind whatsoever.

22. This Agreement shall be binding upon the respective heirs, executors, administrators, successors and to the extent assignable to the assigns of the **BUYER** and **SELLER** hereto.

23. Each Party has reviewed and revised (or requested revisions of) this Agreement and have participated in the preparation of this Agreement, and therefore any rules of construction requiring that ambiguities are to be resolved against the Party which drafted the Agreement or any exhibits hereto shall not be applicable in the construction and interpretation of this Agreement or any exhibits hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

WITNESSES:

WITNESSES:

SELLER:

[Property Owner Name]

By: _____

BUYER:

[Municipality Name]

By: _____

Appendix B

This resolution can be made to fit each municipality and parcel with direction from their solicitor. Not all resolutions need this statement, some may not be in the flood plain. A resolution would need to be passed by each taxing entity and forwarded to the County Tax office.

RESOLUTION

RESOLVED, that X Township is working to remediate a blighted property located at ADDRESS

FURTHER RESOLVED, the property is located within a 100-year flood plain.

FURTHER RESOLVED, that if Township purchases the aforementioned property, the existing structure would be demolished.

FURTHER RESOLVED, that if Township acquires the property from the current owner, X of X Township would be exonerated from the County's real estate tax for tax years 2010 through 2020 on the blighted property identified as Parcel No. XXXX. Currently valued at\$ X but subject to change at the beginning of each month.

FURTHER RESOLVED, that the Commissioners shall enter in a book to be kept for purpose of the fact that the Township has been exonerated from such taxes with the reason for its exonerated, the amount of the tax exonerated, and the date exonerated, and shall give to the appropriate tax collector written notification of the nature of the tax and the amount exonerated.

ADOPTED this X Day of X, 2022.

By:
Signature, Title

Appendix C

**CLEARANCE
ECONOMIC VIABILITY CERTIFICATION**

In order to determine no viable housing units are being taken out of circulation, Columbia County certifies that the cost to demolish the property located at _____ rather than rehabilitate it, is the economically feasible option.

The County of Columbia certifies that it has employed an individual/agency with knowledge of housing rehabilitation costs and has determined that the cost estimate for rehabilitation of the property is \$_____.

The _____ certifies that it has employed an individual/agency with knowledge of the local real estate market, to determine the after-rehab value of the property is \$_____.

The _____ certifies the following support documentation has been collected and is attached to the certification:

- Cost estimate for rehabilitation from an individual/agency with knowledge of housing rehabilitation costs
- Listing of comparable properties, which were used to justify the after-rehab value of the property

The Columbia County certifies that all supporting documentation related to this determination will be maintained in a project file available for review by DCED staff.

Chief Elected Official

Date

DCED STAFF ONLY

The information provided by the GRANTEE has been reviewed and it has been determined that it is economically infeasible to rehabilitate the property.

Grant Manager

Date

Appendix D

Columbia County Blight Program

Address _____

Township _____

Contractor _____

Demo Cost _____

CDBG FY _____

Checklist	Notes
Residential or Commercial	
Who has site control	
Copy of the deed	
Tier 1	
Notification to property owners	
Options agreement	
Completed ERR Tier 2	
Public posting with intent to demo	
Citations/ violations	
Condemnation	
Asbestos report	
SHPO documentation	
Property Liens for cost	
Before Picture	
After Pictures	
Release of Funds date	
Reuse Plan	
Copy of demo cost	
Request for bids	
Economic Viability Certificate	
Taxes/ letters of forgiveness	