

**The State of West Virginia Community Development Block Grant  
(CDBG) Demolition Policy and Procedures  
Effective October 5, 2021**



**WEST VIRGINIA DEPARTMENT OF  
ECONOMIC DEVELOPMENT**

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### Change Log

Name	Date	Changes Made

## Overview

This chapter will cover the regulations and requirements that are unique to demolition activities. Follow the specific compliance rules that are applicable to your project; however, these rules apply to the project whether it is a CDBG funded demolition-only or multi-source funding.

The West Virginia CDBG Demolition Program (CDBG Demolition Program) will allow communities in non-entitlement areas throughout the State of WV to address the demolition of unoccupied structures to eliminate specific conditions of slum and blight on a spot basis. Entitlement Cities in WV will not be eligible to apply. The objective of the program is to remove structures which contribute to unsafe and unhealthy conditions that threaten public safety and meet the National Objective of Elimination of Slum and Blight as identified in 24 CFR 70.483(c). The program is managed by the West Virginia Department of Economic Development (WVDED) and utilizes Federal Community Development Block Grant (CDBG) funding as administered by the U.S. Department of Housing and Urban Development (HUD).

Applications to receive funding are to be submitted by cities or counties that wish to participate in the CDBG Demolition Program. Applications must include a list of all potential structures (including addresses) to be removed, as well as a determination report that demonstrates specific conditions of slum and blight according to local, state, and federal guidelines.

Applications for the CDBG Demolition Program will include only structures submitted on a voluntary basis. Applications must comply with all eligibility requirements detailed in the program policies and procedures before funding can be awarded and the removal of structures in question can occur. Eligible uses of awarded funds are limited to structure demolition expenses, including any necessary professional services such as asbestos inspection/removal, hazmat inspection/removal, proper disposal of woody and vegetative debris, permitting, etc.

Funding will be awarded through subrecipient agreements for approved projects. Subrecipients will be responsible for adhering to federal rules and regulations associated with CDBG funds. Applicable federal regulations will be outlined in the subrecipient agreement and in the Community Development Block Grant (CDBG) Policies and Procedures.

While the CDBG Demolition Program is not a direct grant program, such dollars allow local and regional units of government to address their most pressing slum and blight prevention needs. The program also requires applicants to document how their proposed projects will meet or exceed those needs in their communities.

## National Objective-Slum and Blight

A subrecipient must document that each structure meets slum and blight criteria according to WV State Article 18 adopted definition of slum and blight-see Attachment A. **Eliminating a specific instance of slum and blight on a spot basis: {24 CFR 570.208(b)(2)}:**

### Eligible Activities

In accordance with the HCDA, eligible activities include projects that eliminate conditions of slum and blight as defined in 24 CFR 570.483(c). For purposes of the demolition activities, the following types of projects are eligible:

1. Residential
2. Commercial
3. Publicly owned
4. Privately owned
5. All voluntary demolition
6. Associated removal of debris and/or hazardous materials

### Ineligible Activities

1. Involuntary condemnation and demolition
2. Imminent domain
3. Rent to own properties
4. Area basis

## Requirements

1. All structures must be voluntarily submitted for demolition
2. A subrecipient submitting multiple structures for demolition program must be located on a spot basis
3. The structure must have been vacant
4. Privately owned structures must have an application submitted to the City or County for eligibility
5. City and County owned property must provide documentation of ownership to the WVDED
6. All demolitions must have the owner's written consent
7. All demolitions must have all intake forms/agreement forms completed, signed, and submitted to the City or County before demolition
8. All properties must have a title search to confirm and document ownership
9. All properties must have notified and received approval from all lienholders of the property that is proposed for demolition
10. The owner retains possession of their cleared lot
11. An asbestos test must be performed once Notice to Proceed (NTP) for Exempt Activities is issued.
12. Asbestos must be abated once Authority to Use Grant Funds (AUGF) is issued.
13. All demolitions must be done in compliance with asbestos and demolition waste disposal land fill requirements
14. No maximum cost per structure but cost(s) must be allowable, reasonable, and eligible.

## Implementation Process

The awarded subrecipients will be responsible for delivery of services. All documents in the following checklist must be included in the project file to show compliance with the CDBG Demolition Program. The checklist must also be completed and saved for each project to show the project timeline was executed in the correct order as listed. Each checklist item must be completed, approved, and saved in the file before moving to the following checklist item, as it should follow in sequential order.

- Notice to Proceed (NTP) for exempt activities
  - Administration
  - Legal – law firm to perform title search
  - Asbestos testing Request for Proposal (RFP)
  - Development of RFP for asbestos abatement contractor, demolition inspection (if applicable) and demolition contractor
  - Environmental Review Record
- Application intake form for privately owned property or documentation if City or County owned
- Right of Entry and Hold Harmless Agreement complete, signed, and submitted to City and/or County (Attachment B and C)
- Initial inspection
  - Documentation to meet State definition of slum and blight
  - Map to document spot basis
  - Square footage of property
  - Pictures of property as is – with angles from at least all sides of property, minimum
  - Debris total estimates
- Asbestos testing
- Title report completed
- Notification to lien holders on property
- Obtain permission from lienholders to demolish structure(s) on property
- Environmental Review Record complete
- Authority to Use Grant Funds (AUGF) issued by WVDED and NTP for Non-Exempt Activities
- Post property with notice of demolition
- Obtain demolition permit
- Asbestos abatement if applicable
- Perform demolition
- Debris and landfill report
- Final inspection report from City and/or County
- Fill, level, and reseed property
- Take photos of property after demolition, a minimum of at least all 4 angles of property
- Close out report for CDBG

## Payment Administration Process Requirements

Requests for Payment must include all required invoices and documentation to substantiate costs, to the WVDED for approval and remittance.

Subrecipients that do not comply with the Post-Award and Sub-Recipient Criteria listed below will forfeit their award of CDBG funds. The forfeited funds will be then returned to the CDBG program for reallocation.

1. Subrecipient shall not incur any costs or obligate any CDBG funding until approval of Environmental Review by the State of West Virginia (WVDED). All funded projects must go through the process of as a full Environmental Review.
2. Projects will have ONE year to complete their project from execution of the grant agreement with WVDED. A one-year extension can be requested for projects subject to WVCAD approval.

For additional payment details and processes, please review Chapter 3 in the CDBG Program Policies and Procedures Manual under the Community Development tab at:

<https://wvcad.org/resources/cdbg-manual>

## Reporting Requirements

Collect data elements associated with the project that include but may not be limited to the number of structures on the property being demolished.

At a minimum, the following records are needed:

1. Records providing a full description of each activity assisted (or being assisted) with CDBG funds, including:
  - a. The location
  - b. The amount of CDBG funds budgeted, obligated, and expended for the activity, and
  - c. The provision in subpart C (570) under which it is eligible.
2. Records demonstrating that each activity undertaken meets one of the criteria set forth in §570.208

## Procurement

Subrecipients must follow the procurement requirements to procure a demolition contractor, asbestos contractor and professional service providers, such as a demolition inspector, and asbestos inspector. Should in-kind labor and equipment be used to conduct the demolition activities, the subrecipient must still comply with State and Federal waste disposal requirements, including OSHA worker protection requirements, EPA/DNR asbestos inspection and disposal requirements, MBE, and WBE. Section 3 must apply for projects that include CDBG and non-CDBG funding of \$200,000 and over.

**Demolition and Asbestos Inspector Procurement:** A subrecipient must follow the competitive proposal procurement method to procure for these professional services.

**Asbestos Testing and Contractor Procurement:** A subrecipient has two options to procure an asbestos contractor, as follows:

- 1) The first option is that a subrecipient may bid **two separate** contracts: one for a licensed asbestos contractor for asbestos only removal, and another separate bid for the demolition only of all structures after the asbestos has been removed. The subrecipient's demolition inspector and asbestos inspector must collaborate to develop the work specifications for both contracts. **For all commercial structures the asbestos abatement must be a stand-alone contract.**
- 2) The second option is for a subrecipient to bid **a single** demolition contract, inclusive of the asbestos inspector's recommendations in the demolition specifications. The general demolition contractor would be required to subcontract the asbestos removal work to a licensed asbestos contractor based on the demolition and asbestos inspector's work specifications. After the removal of the asbestos by the licensed asbestos contractor, the demolition contractor would complete the demolition of the structure(s). **Again, for commercial structures the asbestos abatement must be a stand-alone contract.**

**Demolition-Only Contractor Procurement:** The WVDED requires a subrecipient to bid all structures at the same time. This requirement exists to promote the cost-effective expenditure of CDBG funds. For example, if the project has 5 structures, all 5 should be bid at one time to result in one contract with one contractor. Do not bid each house separately to individual contractors because this results in higher project cost and is not in compliance with federal procurement code.



## Cross Cut Requirements

Demolition projects are subject to:

1. Environmental Review-All environmental review regulations are required.
2. Procurement-All procurement regulations are required per 2CFR200 and WV StateCode 55-2-1.
3. Fair Housing and Equal Opportunity - All Fair Housing and Equal Opportunity regulations are required.
4. Section 3 for contracts \$200,000 and above
5. MBE/WBE
6. Uniform Relocation Act (URA)
7. 504 and American Disability Act Plan.

## Client Data and Other Sensitive Information

The subrecipient is required to maintain data demonstrating client eligibility for activities provided under this policy manual. Such data may include, but not be limited to:

1. client name,
2. address,
3. income level or other basis for determining eligibility, and
4. description of activities provided.

The subrecipient must comply with 2 CFR §200.303 and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 CFR 200.82, and other information HUD or the subrecipient designates as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

## Limited English Proficiency (LEP) and Special Accommodations for Applicants

Title VI of the Civil Rights Act of 1964 (Title VI) is the federal law which protects individuals from discrimination on the basis of their race, color, or national origin in programs that receive federal financial assistance. In certain situations, failure to ensure that persons who have limited English proficiency can effectively participate in, or benefit from, federally assisted programs may violate Title VI's prohibition against national origin discrimination. Persons who, as a result of national origin, do not speak English as their primary language and who have limited ability to speak, read, write, or understand English may be entitled to language assistance under Title VI in order to receive a particular service, benefit, or encounter.

Subrecipients must include language in program marketing materials and/or availability of applications that provides access to limited English proficiency persons and individuals accommodations with be made under the ADA Act to access the programs.

Marketing and application should include fair housing logo and the following language: Language assistance for persons who have Limited English Proficiency will be available upon request, and special accommodations will be made upon request. (INSERT SUBRECIPIENT AND NONPROFIT NAME) does business in accordance with the Fair Housing Act (The Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988) with equal access to all persons regardless of race, color, national origin, religion, sex, familial status, and disability.

## Appeal Process

Subrecipients must establish a written denial of service complaint procedure to address written complaints (or an oral complaint if a person with a disability requests a reasonable accommodation based on their disability) from the municipality's citizens.

## Additional Resources

The following documents, plans, templates, and other resources are available on CAD website at the following link:

<https://wvcad.org/infrastructure/community-development-block-grant#5>

The following regulations establish federal and state requirements includes, but is not limited to, the following as now in effect or as amended in the future:

1. Housing and Community Development Act of 1974 (42 U.S.C. 5301 et seq)
2. 24 CFR Part 570
3. WVDO CDBG Manual at <https://wvcad.org/resources/cdbg-manual>
4. WV State Code Article 12
5. Local City and County building codes
6. Insert requirements for landfill HERE----
7. Section 3
8. MBE/WBE
9. 504 and ADA Act
10. 2 CFR Part 200
11. Fair Housing Act
12. Federal reporting requirements - 24 CFR 91.520
13. Monitoring and reporting program performance - 2 CFR 200.329
14. Monitoring requirements - 24 CFR 91.330

If there is a conflict between the state and federal regulations, the federal regulations shall prevail. In addition, WVDED reserves the right, at its sole discretion, to suspend or amend the provisions governing this program. If such an action occurs, the WVDED will notify interested parties.

# Attachments

## Attachment A

### ARTICLE 18. SLUM CLEARANCE.

#### §16-18-1. Short title.

This article shall be known and may be cited as the "Urban Renewal Authority Law."

#### §16-18-2. Findings and declaration of necessity.

It is hereby found and declared that there exist in localities throughout the state, slum and blighted areas (as herein defined) which constitute a serious and growing menace, injurious and inimical to the public health, safety, morals and welfare of the residents of the state; that the existence of such areas contributes substantially and increasingly to the spread of disease and crime, necessitating excessive and disproportionate expenditures of public funds for the preservation of the public health and safety, for crime prevention, correction, prosecution, punishment and the treatment of juvenile delinquency and for the maintenance of adequate police, fire and accident protection and other public services and facilities, constitutes an economic and social liability, substantially impairs or arrests the sound growth of communities and retards the provision of housing accommodations; that this menace is beyond remedy and control solely by regulatory process in the exercise of the police power and cannot be dealt with effectively by the ordinary operations of private enterprise without the aids herein provided; that the elimination of slum conditions or conditions of blight, the acquisition and preparation of land in or necessary to the development of slum or blighted areas and its sale or lease for development or redevelopment in accordance with general plans and redevelopment plans of communities and any assistance which may be given by any state public body in connection therewith, are public uses and purposes for which public money may be expended and private property acquired; and that the necessity in the public interest for the provisions hereinafter enacted is hereby declared as a matter of legislative determination.

#### §16-18-3. Definitions.

The following terms, wherever used or referred to in this article, shall have the following meanings, unless a different meaning is clearly indicated by the context:

- (a) "Area of operation" means in the case of a municipality, the area within such municipality and the area within five miles of the territorial boundaries thereof, except that the area of operation of a municipality under this article shall not include any area which lies within the territorial boundaries of another municipality unless a resolution shall have been adopted by the governing body of such other municipality declaring a need therefor; and in the case of a county, the area within the county, except that the area of operation in such case shall not include any area which lies within the territorial boundaries of a municipality unless a resolution shall have been adopted by the governing body of such municipality declaring a need therefor; and in the case of a regional authority, shall mean the area within the communities for which such regional authority is created: Provided, That a regional authority shall not undertake a redevelopment project within the territorial boundaries of any municipality unless a resolution shall have been adopted by the governing body of such municipality declaring that there is a need for the regional authority to undertake such development project within such municipality. No authority shall operate in any area of operation in which another authority already established is undertaking or carrying out a redevelopment project without the consent, by resolution, of such other authority.
- (b) "Authority", "slum clearance and redevelopment authority" or "urban renewal authority" means a public body, corporate and politic, created by or pursuant to section four of this article or any other public body exercising the powers, rights and duties of such an authority as hereinafter provided.

- (c) "Blighted area" means an area, other than a slum area, which by reason of the predominance of defective or inadequate street layout, faulty lot layout in relation to size, adequacy, accessibility or usefulness, insanitary or unsafe conditions, deterioration of site improvement, diversity of ownership, tax or special assessment delinquency exceeding the fair value of the land, defective or unusual conditions of title, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations or constitutes an economic or social liability and is a menace to the public health, safety, morals, or welfare in its present condition and use.
- (d) "Blighted property" means a tract or parcel of land that, by reason of abandonment, dilapidation, deterioration, age or obsolescence, inadequate provisions for ventilation, light, air or sanitation, high density of population and overcrowding, deterioration of site or other improvements, or the existence of conditions that endanger life or property by fire or other causes, or any combination of such factors, is detrimental to the public health, safety or welfare.
- (e) "Bonds" means any bonds, including refunding bonds, notes, interim certificates, debentures, or other obligations issued by an authority pursuant to this article.
- (f) "Community" means any municipality or county in the state.
- (g) "Clerk" means the clerk or other official of the municipality or county who is the custodian of the official records of such municipality or county.
- (h) "Federal government" is the United States of America or any agency or instrumentality, corporate or otherwise, of the United States of America.
- (i) "Governing body" means the council or other legislative body charged with governing the municipality or the county court or other legislative body charged with governing the county.
- (j) "Mayor" means the officer having the duties customarily imposed upon the executive head of a municipality.
- (k) "Municipality" means any incorporated city, town or village in the state.
- (l) "Obligee" means any bondholder, agents or trustees for any bondholders, or lessor demising to the authority property used in connection with a redevelopment project, or any assignee or assignees of such lessor's interest or any part thereof, and the federal government when it is a party to any contract with the authority.
- (m) "Person" means any individual, firm, partnership, corporation, company, association, joint stock association, or body politic; and shall include any trustee, receiver, assignee, or other similar representative thereof.
- (n) "Public body" means the state or any municipality, county, township, board, commission, authority, district, or any other subdivision or public body of the state.
- (o) "Real property" includes all lands, including improvements and fixtures thereon, and property of any nature appurtenant thereto, or used in connection therewith, and every estate, interest and right, legal or equitable, therein, including terms for years and liens by way of judgment, mortgage or otherwise and the indebtedness secured by such liens.
- (p) "Redeveloper" means any person, partnership, or public or private corporation or agency which shall enter or propose to enter into a redevelopment contract.
- (q) "Redevelopment contract" means a contract entered into between an authority and a redeveloper for the redevelopment of an area in conformity with a redevelopment plan.
- (r) "Redevelopment plan" means a plan for the acquisition, clearance, reconstruction, rehabilitation, or future use of a redevelopment project area.
- (s) "Redevelopment project" means any work or undertaking:
- (1) To acquire pursuant to the limitations contained in subdivision (11), section two, article one, chapter fifty-four slum areas or blighted areas or portions thereof, including lands, structures, or improvements

the acquisition of which is necessary or incidental to the proper clearance, development or redevelopment of such slum or blighted areas or to the prevention of the spread or recurrence of slum conditions or conditions of blight;

(2) To clear any such areas by demolition or removal of existing buildings, structures, streets, utilities, or other improvements thereon and to install, construct, or reconstruct streets, utilities, and site improvements essential to the preparation of sites for uses in accordance with a redevelopment plan;

(3) To sell, lease or otherwise make available land in such areas for residential, recreational, commercial, industrial or other use or for public use or to retain such land for public use, in accordance with a redevelopment plan; and

(4) Preparation of a redevelopment plan, the planning, survey and other work incident to a redevelopment project and the preparation of all plans and arrangements for carrying out a redevelopment project.

(t) "Slum area" means an area in which there is a predominance of buildings or improvements or which is predominantly residential in character, and which, by reason of dilapidation, deterioration, age or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency and crime, and is detrimental to the public health, safety, morals or welfare.

(u) "Unblighted property" means a property that is not a blighted property

**Attachment B**

Ver. 1



**West Virginia Department of Economic Development  
Community Development Block Grant (CDBG)**

Demolition - Intake Form

Today's Date: \_\_\_/\_\_\_/\_\_\_

**Property Owner Information**

First Name: \_\_\_\_\_ Middle Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Current Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip: \_\_\_\_\_ County: \_\_\_\_\_

Address of damaged property: \_\_\_\_\_

City: \_\_\_\_\_ Zip: \_\_\_\_\_ County: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Date of birth (mm/dd/yyyy): \_\_\_/\_\_\_/\_\_\_ Alias name (if applicable): \_\_\_\_\_

**Property Information**

What type of residence is this property?  Residential  Commercial

If there are special circumstances regarding ownership (i.e., death of owner, property trust, etc.) or other legal consideration, please describe: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Do you hold the deed on the property?  Yes  No Name on the deed: \_\_\_\_\_

Is there a septic tank on the property? (if unaware, leave blank)  Yes  No

Is there a well on the property? (if unaware, leave blank)  Yes  No

Does the property have a basement?  Yes  No

# Attachment B

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## Property Information – Servicer

The homeowner is responsible for notifying all the utility providers that the home will be demolished. Please indicate the name of service provider(s), account number(s) – if known, and indicate if the service(s) have been disconnected. If the service(s) have not been cancelled, disconnected, or removed from the property, please indicate. All utilities must be disconnected before demolition can occur.

- Water** has been disconnected.  
Provider's name: \_\_\_\_\_
  - N/A if the property has a well.  
Do you request the well to be capped?  Yes  No
  
- Electricity** has been disconnected.  
Provider's name: \_\_\_\_\_
  
- Sewer** has been disconnected.  
Provider's name: \_\_\_\_\_
  - N/A if the property has a septic tank.
  
- Gas** has been disconnected.  
Provider's name: \_\_\_\_\_
  - N/A if the property does not have gas.  
Is there a propane tank on the property?  Yes  No
  
- Telephone** has been disconnected.  
Provider's name: \_\_\_\_\_

## Property Information – Structures

Please describe the structures to be demolished and removed from the property. While the structures are under one physical address, multiple structures can be on that property. Describe each as needed.

Structure 1 description: \_\_\_\_\_

Structure 2 description: \_\_\_\_\_

Structure 3 description: \_\_\_\_\_

Structure 4 description: \_\_\_\_\_

Additional notes, if needed: \_\_\_\_\_

\_\_\_\_\_

**Attachment B**

Ver. 1



What should not be removed from the property? Please provide a description that is detailed as possible to ensure requests are fulfilled completely.

Structure 1 description: \_\_\_\_\_

Structure 2 description: \_\_\_\_\_

Structure 3 description: \_\_\_\_\_

Additional notes, if needed: \_\_\_\_\_

\_\_\_\_\_

Property owner's signature: \_\_\_\_\_ Date: \_\_/\_\_/\_\_

If information was obtained via phone, check here:



**Attachment B**

Ver. 1



**Certification – Signature Attest**

Date (mm/dd/yyyy): \_\_\_/\_\_\_/\_\_\_

Property Owner Name: \_\_\_\_\_

I certify that all the information in this application is true and complete to the best of my knowledge.

I agree to allow the [INSERT COUNTY/CITY], the State of West Virginia, and the Department of Housing and Urban Development (HUD) representatives, and other organizations as deems necessary to use my personal information requested by the said parties and willingly given by me to be used in the Demolition – Slum & Blight CDBG program.

I, \_\_\_\_\_, hereby request that the detailed structure(s) identified at the address above and described in this intake form be voluntarily enrolled in the Demolition – Slum & Blight CDBG program, for the purpose of demolishing the structure(s) and removing the debris from the property. I do not wish to have a new home built or green space constructed on my property, and I understand that I will not have a new home built or green space constructed on my property after the demolition.

Applicant / Property Owner Name: \_\_\_\_\_ Date: \_\_\_\_\_

Applicant / Property Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

City/County Representative Name: \_\_\_\_\_ Date: \_\_\_\_\_

City/ County Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Witness Name: \_\_\_\_\_ Date: \_\_\_\_\_

Witness Signature: \_\_\_\_\_ Date: \_\_\_\_\_



West Virginia Department of Economic Development  
Community Development Block Grant (CDBG)

Demolition - Right of Entry and Hold Harmless Agreement- Example Only

***\*Please have City or County legal counsel review before utilizing\****

Today's Date: \_\_\_/\_\_\_/\_\_\_\_\_

**Ownership Interest and Grant of Right and Blight of Entry for Slum and Blight**

The undersigned hereby certifies they/he/she area/is the owner(s) with authority to grant access to the property or authorized agent of such person, at (enter address): \_\_\_\_\_

\_\_\_\_\_ (“Property”) and does hereby authorize the Couty of \_\_\_\_\_ or the City of \_\_\_\_\_, the State of Wet Virginia, and their agents, successors and assigns, contractors and subcontractors (collectively, the “Demolition Entities”) to have the right of access and to enter the property for purposes of performing demolition of structures determined unsafe.

**Government Not Obligated; No Expense Except for Insurance Property**

It is fully understood that this Right-Of-Entry does not create an obligation of the Demolition Entities to perform debris removal and/or demolition. If determined necessary in accordance with Federal, State, and local regulations, debris removal/demolition of the unsafe structure(s) will be conducted at no expense to the property owner(s) on the above-described property by personnel authorized by:

Owner Name: \_\_\_\_\_ Date: \_\_\_\_\_

Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

City/County Representative Name: \_\_\_\_\_ Date: \_\_\_\_\_

City/County Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Notary Name: \_\_\_\_\_ Date: \_\_\_\_\_

Notary Stamp:



**Government Indemnified and Held Harmless**

The property owner(s) hereby agree to indemnify and hold harmless Demolition Entities for any damage of any type whatsoever to the above described property or to personal property and fixtures situated thereon, or bodily injury or death to persons on the property, and hereby releases, discharges and waives any and all actions—either legal or equitable—which the undersigned property owner(s) has (have), or ever might or may have, by reason of any action of aforesaid Demolition Entities taken to accomplish the aforementioned debris removal/demolition.

**Attachment D**

Ver. 1



**West Virginia Department of Economic Development  
Community Development Block Grant (CDBG)**

Demolition - Withdrawal Authorization

Today's Date (mm/dd/yyyy): \_\_\_\_/\_\_\_\_/\_\_\_\_

Applicant / Property Owner Name: \_\_\_\_\_

Damaged Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Current Mailing Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I request my application to participate in the State of West Virginia Demolition – Slum & Blight CDBG Program be withdrawn. I no longer want to have my property on this list.

Signature: \_\_\_\_\_

Witness Name: \_\_\_\_\_

Witness Signature: \_\_\_\_\_

**Attachment E**

Ver. 1



**West Virginia Department of Economic Development  
Community Development Block Grant (CDBG)**

Demolition - Lienholder Consent Form

Today's Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Applicant- Homeowner Name: \_\_\_\_\_

Damaged Property Address: \_\_\_\_\_

The West Virginia Department of Economic Development (WVDED) is responsible for implementing and managing a U.S. Housing and Urban Development (HUD) funded program, Community Development Block Grant (CDBG).

The aforementioned applicant has indicated that \_\_\_\_\_ holds a lien ("Lien") on his/her damaged property "at the address referenced above" ("Property"). Before CDBG can move forward with it's review of the above listed applican't application, we will need permission from you as a lienholder on the Property to replace or reconstruct the home located on the Property. We greatly appreciate your cooperation in this matter as we strive to make communities throughout the State safer and cleaner for citizens. If the Lien has been satisfied, please provide adequate documentation to our applicant for program review. Once again, we greatly appreciate your help in this matter and look forward to serving those communities in need.

I, \_\_\_\_\_, agree to allow the West Virginia CDBG Demolition program to demolish the structure(s) on the Property. I understand that my company, \_\_\_\_\_, will still hold a first lien position with respect to the Property during and after completion of the CDBG Demolition program. I acknowledge that the CDBG Demolition program will obtain a forgiveable lien against the Property which will be secured by a deed of trust. In the event of foreclosure sale of the Property by \_\_\_\_\_, \_\_\_\_\_ will provide the WVDED with notice of the foreclosure sale by certified mail at least twenty days prior to the foreclosure sale.

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

I, \_\_\_\_\_, will not allow the West Virginia CDBG Demolition Program to demolish the home located at the property.

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Sincerely,

Sherry Risk  
CDBG Program Manager