

CITY OF WILLIAMSPORT, PA RESOLUTION

RESOLUTION # 9595

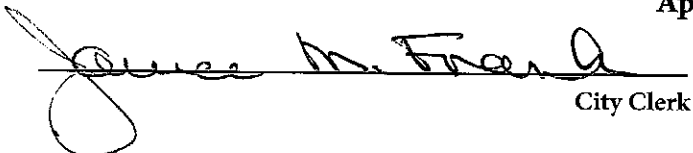
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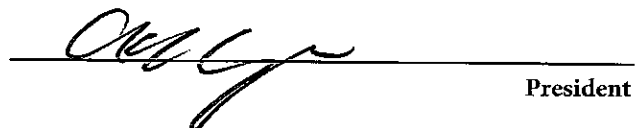
TITLE

**RESOLUTION TO CONCUR WITH CITY OF WILLIAMSPORT
REDEVELOPMENT AUTHORITY TRANSFER OF REAL ESTATE**

The City Council of the City of Williamsport, concurs with the action of the Redevelopment Authority of the City of Williamsport, concerning the properties at 1612 through 1622 Scott Street to the Greater Lycoming Habitat for Humanity, as approved on November 16, 2022. The intent of this transfer is to have six (6) single family homes constructed and sold as per the guidelines established by Habitat, also a neighborhood park will be included as part of the project.

Approved


City Clerk


President

AGREEMENT FOR CONVEYANCE
OF REAL ESTATE

THIS AGREEMENT made this 16th day of November, 2022, by and between Redevelopment Authority of the City of Williamsport, of 245 West Fourth Street, Williamsport, Pennsylvania 17701, hereinafter referred to as "Seller," Party of the First Part,

- A N D -

Greater Lycoming Habitat for Humanity, Inc., of 335 Rose Street, Williamsport, Pennsylvania, hereinafter referred to as "Buyer," Party of the Second Part.

Seller agrees to convey to Buyer, who agrees to purchase all those certain properties known as 1612 Scott Street through 1622 and adjoining lot marked "Park", which are proposed lots which as depicted on the photographic sketch attached here to as Exhibit "A" and incorporated herein by reference. Subject to the provisions of Paragraph 17.G, below, Seller shall also convey the parcel marked as "Park Space." These lots are a portion of the property once known as 1609 Memorial Avenue, Williamsport, Pennsylvania which was conveyed to Seller by Deed of Brodart Co. dated April 30, 2013 and recorded in Lycoming County Record Book 7974, page 297, and are also part of Lycoming County Tax Parcel No. 70-007-103. The lots are currently unimproved.

1. This Agreement is made in furtherance of the response by the Buyer to Seller's request for Development Proposal ("RFP") that was issued on or about January 19, 2022. That RFP, on page 8, makes reference to submission of a Binding Letter of Intent by the parties who

RFP has been accepted, and in the following paragraph makes reference to a "Disposition Agreement." The intention of the parties is that this Agreement for Conveyance of Real Estate is intended to be both the Binding Letter of Intent and the Disposition Agreement referred to in the RFP.

2. PURCHASE PRICE. Buyer agrees to pay the sum of FIVE THOUSAND AND 00/100 (\$5,000.00) DOLLARS for the property and has paid that sum as a deposit, which shall be held by McNerney, Page, Vanderlin & Hall in escrow pending settlement.

3. ENCUMBRANCES. The premises are to be conveyed free and clear of all liens, encumbrances, easements excepting existing easements, covenants and restrictions of record or those which are visible or an inspection of the ground would reveal and in either case which do not materially affect the use to which Buyer will put the property. It is understood and agreed that the conveyance shall be subject to the environmental covenant that is attached hereto as Exhibit "B" and incorporated by reference.

4. POSSESSION. Possession is to be given at settlement.

5. APPORTIONMENT. No apportionment is needed for local real estate taxes or for water and sewer fees as the property is currently tax exempt and not connected to public water and sewer at this time.

6. MUNICIPAL IMPROVEMENTS. Any and all municipal improvements made prior to the execution of this Agreement are to be paid for by Seller on or before the settlement, and all subsequent municipal improvements shall be paid for by Buyer.

7. TITLE. The title is to be good and marketable and such as will be insured by any reputable title company at regular rates. Upon failure of Seller to furnish such title to Buyer at the date of settlement, all monies paid on account as hereinabove provided in Paragraph 1 shall, at

Buyer's option, be returned to Buyer on the settlement date, whereupon this Agreement as well as all rights and liabilities of the parties hereunder shall cease and determine.

8. DEFAULT BY BUYER. Should Buyer default in performing this Agreement, any sum or sums paid on account may be retained by Seller, as liquidated damages. In the event the Buyer fails to commence construction within five (5) years of conveyance on each of the three parcels, the Buyer agrees to convey any parcel on which construction has not been commenced to Seller.

9. DEED. Conveyance shall be by a special warranty deed.

10. TRANSFER TAX. Buyer agrees to pay any and all state and local real estate transfer tax.

11. RISK OF LOSS. Risk of loss by fire or other casualty shall remain with Seller up to the time of settlement.

12. SETTLEMENT. Settlement shall be held on or before February 17, 2023. Provided, however, that the parties shall extend the closing date for up to sixty (60) days at Buyer's request if additional time is needed for subdivision approval. If subdivision approval is approved prior to January 13, 2023, closing shall be held within twenty (20) days of subdivision approval.

13. TIME. The parties hereby bind itself, its heirs, executors, administrators, successors and assigns to the faithful performance of the above Agreement by the date of settlement aforesaid, said time to be of the essence of this Agreement unless extended by mutual consent in writing.

14. REPRESENTATIONS. The Seller/Buyer hereby represent the following: Buyer represents that it has inspected the premises and is thoroughly acquainted with its condition and agrees to accept the premises "As Is."

15. ZONING. The Seller hereby certifies the following:

A. That the zoning classification of the above-described property is Residential.

B. That the present use of said property is in compliance with the Zoning Laws and Ordinances pertaining thereto.

16. CLEAN & GREEN. Seller represents that this property is not enrolled in the Clean & Green Tax Relief Program.

17. CONDITIONS. The following are conditions of this Agreement:

A. The deed for the property shall include a clause as follows: "It is a condition of this deed that houses be constructed on the properties described herein on or before December 31, 2027. Provided, however, that the parties may agree to extend this deadline by a mutual agreement in writing and, in extended, the parties will agree to sign a recordable document reflecting the extension of this deadline."

B. The deed shall also contain the following clause: "The properties described in this deed shall be conveyed to individuals who intend to use the property as their primary residence. There shall be no conveyance to a party who will not use the property as a primary residence unless agreed in writing by Grantor."

C. Subdivision of the property shall be provided with the cooperation of Seller but shall be solely at Buyer's expense. Settlement shall not occur until after final subdivision approvals have been received from the Williamsport Planning Commission and Williamsport City Council.

D. This Agreement is contingent upon Buyer receiving an annual contribution from HOME funds in the amount of \$70,000 and a HOME fund grant toward this project

of \$200,000 through December 31, 2027. The \$200,000 in HOME funds grant shall be used to finance projects on individual lots, and secured by mortgages that must be repaid upon sale of the property or refinancing of the Habitat's first mortgage on the property.

E. During Buyer's ownership of the property, the property shall be insured with liability limits of at least \$500,000 and the City of Williamsport and Seller shall be named as additional insureds on Buyer's policy.

F. It is understood and agreed that Buyer is responsible for all snow removal and lawn maintenance during Buyer's ownership of the property.

G. Buyer shall improve the parcel shown as "Park" by planting trees, planting or maintaining an attractive lawn, and install benches and/or tables in limited quantities. Once those improvements have been made, Buyer shall re-convey the Park Space parcel to Seller or to a public or quasi-public entity designated by Seller, who shall then maintain and insure the Park Space. Re-conveyance of the Park Space shall occur on or before December 31, 2027.

18. INTERPRETATIONS. Words shall be construed in the plural or the singular, and in the masculine, the feminine or the neuter, as the context and circumstances may require.

19. COUNTERPARTS. This Agreement may be executed by fax, electronic, or scanned signature as well as by hand, and in one or more counterparts, and by the parties on separate counterparts, each of which shall be considered an original instrument and all of which together shall be considered one and the same agreement, and shall become effective when counterparts, which together contain the signatures of each party, shall have been delivered to the parties. Delivery of executed signature pages by facsimile transmission or electronic mail shall constitute effective and binding execution and delivery of this Agreement.

IN WITNESS WHEREOF, and intending legally to be bound hereby, the said parties have duly executed this Agreement the day and year first above written.

REDEVELOPMENT AUTHORITY OF THE
FOR CITY OF WILLIAMSPORT

GREATER LYCOMING HABITAT
HUMANITY, INC.

By: Phillip E. Preziosi
Name:
Title

By: _____
Name:
Title:

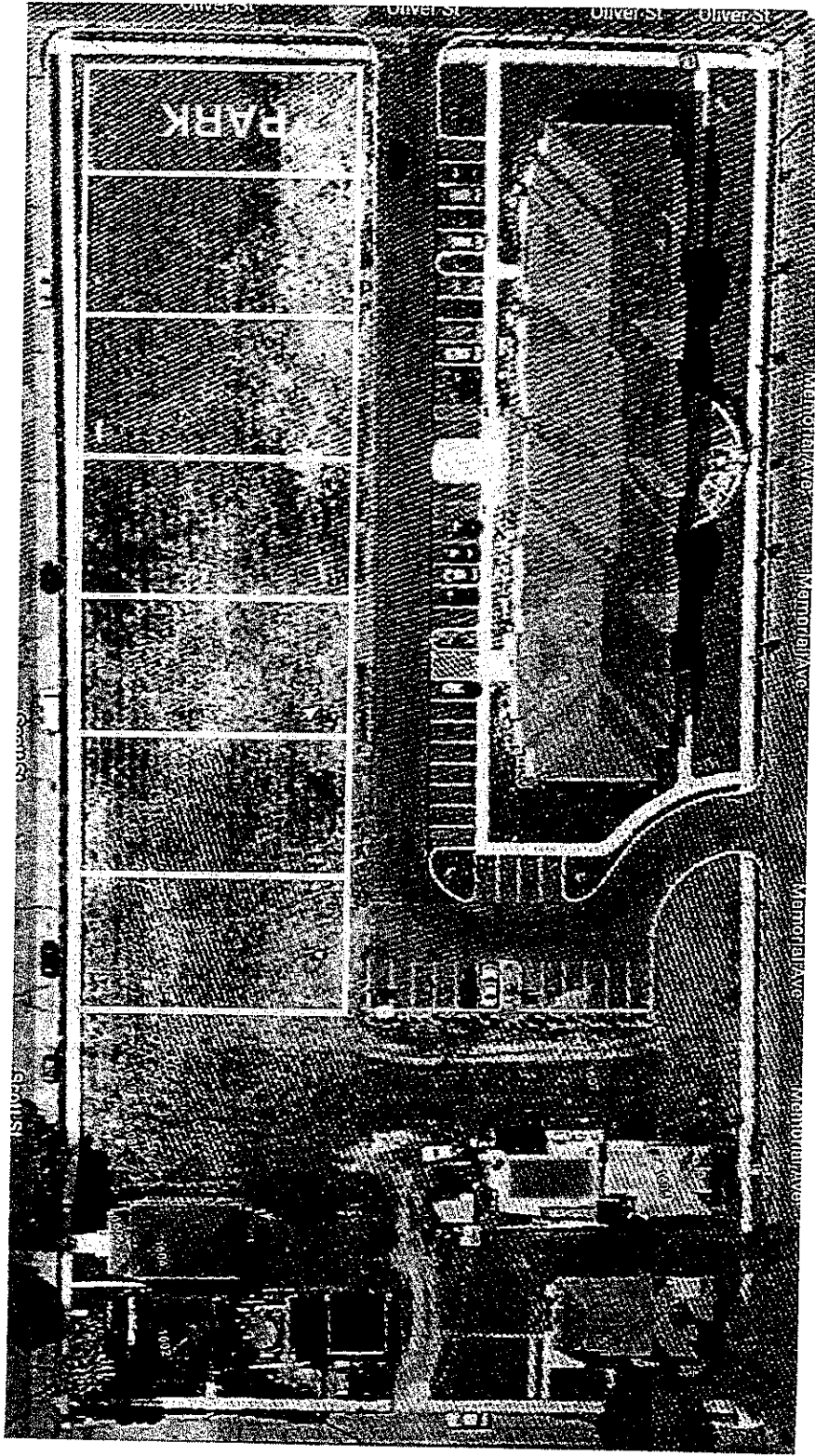


EXHIBIT 'A'

Environmental Covenant

When recorded, return to:
John Grado, Redevelopment Authority of the City of Williamsport
245 West Fourth St., Williamsport, PA 17701

The County Parcel Identification No. of the Property is: 70-07-100 and 70-07-103
GRANTOR: Redevelopment Authority of the City of Williamsport
PROPERTY ADDRESS: 1609 Memorial Ave., Williamsport, PA 17701

ENVIRONMENTAL COVENANT

This Environmental Covenant is executed pursuant to the Pennsylvania Uniform Environmental Covenants Act, Act No. 68 of 2007, 27 Pa. C.S. §§ 6501 – 6517 (UECA). This Environmental Covenant subjects the Property identified in Paragraph 1 to the activity and/or use limitations in this document. As indicated later in this document, this Environmental Covenant has been approved by the Pennsylvania Department of Environmental Protection (Department).

1. **Property affected.** The property affected (Brodart) by this Environmental Covenant is located in the City of Williamsport, Lycoming County.

The postal street address of the Property is: 1609 Memorial Ave., Williamsport, PA 17701.

The latitude and longitude of the center of the Property affected by this Environmental Covenant is: Lat. 41 14' 30.85" Long. 77 02' 27.82"

The Property has been known by the following name(s): Brodart, Brodart Warehouse
PADEP Tank Facility ID#: NA
DEP Primary Facility ID# is: 752105

A complete description as indicated on the deed dated April 30, 2013, Deed Book 7974, Pages 297-300 is attached to this Environmental Covenant as Exhibit A. A map of the Property prepared by Daniel Vassallo dated December 16, 2013 is attached to this Environmental Covenant as Exhibit B.

2. **Property Owner / GRANTOR / GRANTEE.** The Redevelopment Authority of the City of Williamsport is the owner of the Property and the GRANTOR and GRANTEE of this Environmental Covenant.

3. The mailing address of the owner is: 245 West Fourth Street, Williamsport, PA 17701.

EXHIBIT "B"

4. Description of Contamination & Remedy.

The Former Brodart Warehouse Property (Site) has been remediated pursuant to the Pennsylvania Land Recycling and Environmental Remediation Standard Act (Act 2) and associated regulations to meet the Act 2 Site Specific Remediation Standard for a residential land use as defined by Act 2. The following documents have been submitted to and approved by the Department:

- 1) Notice of Intent to Remediate (NIR) – March 20, 2012
- 2) Remedial Investigation Report (RIR) dated May 18, 2012 and approved by PADEP June 20, 2012
- 3) Risk Assessment (RA) dated June 20, 2012 and approved by PADEP August 22, 2012;
- 4) Cleanup Plan (Plan) dated July 30, 2012 and approved by PADEP September 13, 2013.
- 5) Cleanup Plan Revised Section 5 “Preliminary Post Remediation Care Plan” dated December 10, 2012. PADEP concurred via a letter dated December 14, 2012.
- 6) Act 2 Final Report approved December 20, 2013.

The results of the RIR indicated that soils in certain areas of the Site contained benzo(a)pyrene, arsenic, cobalt, lead and selenium in concentrations above the Act 2 Residential Used Aquifer Statewide Health Soil Medium Specific Concentrations (MSC). Furthermore, the RIR results indicated that groundwater beneath the eastern portion of the Site contained the volatile organic compounds (VOCs) trichloroethene (TCE) and methylene chloride along with the metals manganese and thallium in concentrations above the Act 2 Residential Used Aquifer Statewide Health Groundwater MSCs. No definable source of impact to soils was identified during the RIR and it was attributed to historical industrial activities. The source of VOCs in groundwater was attributed to a hydraulically upgradient source referred to as the Lycoming Engines Facility that is currently being remediated and is on the US EPA National Priority List.

As a result of these findings a RA was prepared that concluded the constituents identified in the RIR represented an unacceptable risk to future site residents if left unmitigated. As a result the Cleanup Plan was prepared to mitigate the risk. The Cleanup Plan was implemented between August 2013 and November 2013 that included the following:

- 1) Excavation of 1,931 cubic yards of impacted soils and certain brick material containing concentrations exceeding the Act 2 Statewide Health Residential MSC and backfilling those areas with unimpacted site soils, or other clean fill (including crushed brick from on-site);
- 2) Placement of those soils in existing basement areas;
- 3) Cover the impacted soils with 1) unimpacted Site soil from the site or other clean fill (including crushed brick from on-site) such that the impacted soil is between

2 - 4 feet below the final site grade, or; 2) Hard surfaces such as asphalt or structures.

Exhibit B shows the location of the areas where impacted soils were excavated and deposited on Site.

5. **Activity & Use Limitations.** The Property is subject to the following activity and use limitations, which the then current owner of the Property, and its tenants, agents, employees and other persons under its control, shall abide by:

- a) The groundwater beneath the Site shall not be used for any purpose
- b) Subsurface structures such as basements shall not be constructed on Site
- c) Residences shall be constructed with vapor mitigation measures.
- d) The cover system shall be maintained as described in the Final Report Post Remediation Care Plan.

6. **Notice of Limitations in Future Conveyances.** Each instrument hereafter conveying any interest in the Property subject to this Environmental Covenant shall contain a notice of the activity and use limitations set forth in this Environmental Covenant and shall provide the recorded location of this Environmental Covenant.

7. **Compliance Reporting.** After written request by the Department following the Department's approval of this Environmental Covenant, the then current owner of the Property shall submit, to the Department, written documentation stating whether or not the activity and use limitations in this Environmental Covenant are being abided by. In addition, within 1 month after any of the following events, the then current owner of the Property shall submit, to the Department, written documentation of: noncompliance with the activity and use limitations in this Environmental Covenant; transfer of the Property; changes in use of the Property; or filing of applications for building permits for the Property and any proposals for any site work, if the building or proposed site work will affect the contamination on the Property subject to this Environmental Covenant.

8. **Access by the Department.** In addition to any rights already possessed by the Department, this Environmental Covenant grants to the Department a right of reasonable access of the Property in connection with implementation or enforcement of this Environmental Covenant.

9. **Recording & Proof & Notification.** Within 30 days after the date of the Department's approval of this Environmental Covenant, the Redevelopment Authority of the City of Williamsport shall file this Environmental Covenant with the Recorder of Deeds for Lycoming County in which the Property is located, and send a file-stamped copy of this Environmental Covenant to the Department within 60 days of recording. Within that time period, the Redevelopment Authority of the City of Williamsport also shall send a file-stamped copy to each of the following: City of Williamsport and County of Lycoming; each person holding a recorded interest in the Property and each person in possession of the Property.

10. **Termination or Modification.**

(a) This Environmental Covenant may only be terminated or modified in accordance with 27 Pa. C.S. §§ 6509 or 6510, or in accordance with this Paragraph.

(b) This Environmental Covenant may be amended or terminated as to any portion of the Property that is acquired for use as state highway right-of-way by the Commonwealth provided that: (1) the Department waives the requirements for an environmental covenant and for conversion pursuant to 27 Pa. C.S. §6517 to the same extent that this Environmental Covenant is amended or terminated; (2) the Department determines that termination or modification of this Environmental Covenant will not adversely affect human health or the environment; and (3) the Department provides 30-days advance written notice to the current property owner, each holder, and, as practicable, each person that originally signed the Environmental Covenant or successors in interest to such persons.

(c) This Environmental Covenant shall terminate upon attainment, in accordance with 35 P.S. §§ 6026.101 – 6026.908, with an unrestricted use remediation standard for the above-described contamination at the Property. The Department must approve, in writing, of such termination.

(d) In accordance with 27 Pa. C.S. § 6510(a)(3)(i), Grantor hereby waives the right to consent to any amendment or termination of the Environmental Covenant by consent; it being intended that any amendment to or termination of this Environmental Covenant by consent in accordance with this Paragraph requires only the following signatures on the instrument amending or terminating this Environmental Covenant: (i) the Holder at the time of such amendment or termination; (ii) the then current owner of the Property and (iii) the Department.

11. **Department's address.** Communications with the Department regarding this Environmental Covenant shall be sent to: Mr. Ted Loy, Regional Environmental Cleanup Manager, PADEP, 208 West Third St., Williamsport, PA 17701

12. **Severability.** The paragraphs of this Environmental Covenant shall be severable and should any part hereof be declared invalid or unenforceable, the remainder shall continue in full force and effect between the parties.

ACKNOWLEDGMENTS by Owner(s) and any Holder(s), in the following form:

Redevelopment Authority of the City of Williamsport
("Grantor" and "Grantee")

Date:

By: Phillip E. Preziosi
Name: Phillip Preziosi
Title: Chairman

APPROVED, by Commonwealth of Pennsylvania,
Department of Environmental Protection

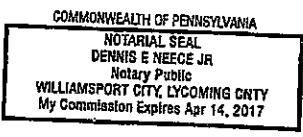
Date:

By: Ted E. Loy
Name: Ted Loy
Title: Environment Program Manager
Northcentral Regional Office

COMMONWEALTH OF PENNSYLVANIA) [other state, if executed outside PA]
COUNTY OF Lycoming)
SS:

On this 20 day of December, 2013 before me, the undersigned officer, personally appeared Phillip Reezus [Owner, Grantor] who acknowledged himself/herself to be the person whose name is subscribed to this Environmental Covenant, and acknowledged that s/he executed same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

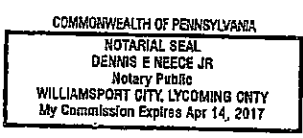


Dennis E. Neece Jr.
Notary Public

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF Lycoming)
SS:

On this 26 day of December, 2013 before me, the undersigned officer, personally appeared Ted Hoy, who acknowledged himself/herself to be the Environment Program Manager [Title] of the Commonwealth of Pennsylvania, Department of Environmental Protection, Northcentral [insert name of regional office], whose name is subscribed to this Environmental Covenant, and acknowledged that s/he executed same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.



Dennis E. Neece Jr.
Notary Public