

# CODE ENFORCEMENT REPAIR PROGRAM

## APPLICATION AND PROGRAM REQUIREMENTS

Please include the following documentation with your application:

- A completed & signed Code Enforcement Repair Program application from Community Building Partnership
- A copy of the letter from the building department specifying the required repairs
- Proof of Identification (Photo identification for every person in household 18 years of age and older)
- Most recent water bill (Canton City Utilities bill/statement)
- Delinquent Property Tax Repayment Agreement (**for eligibility: if your property taxes are delinquent, you must provide a copy of your delinquent property tax payment agreement from the Stark County Treasurer's office**)
- Proof of income (provide proof of all income sources for each person):
  - Three (3) months of recent pay stubs for every working person in the household age 18 years old and older
  - If you have a working 18 year old and he/she is a student, please submit copy of their school registration or grades showing student status
  - Recent pension pay stubs, Social Security, SSI, and/or disability award letters
  - Six (6) most recent banking statements (checking/savings) – including name of bank and account number
  - Previous year's filed Federal, State, and City tax forms (if self-employed, you must produce three (3) consecutive years of filed tax forms)
  - Proof of alimony and/or child support (such as a Court Order or 12-month child support print out)
  - Quarterly statement regarding Money Market Funds, Certificates of Deposits, Mutual Funds, Individual Retirement Accounts (IRA), 401(k) plans, retirement plans, or any interest bearing accounts.

### Income Requirements Based on Area Median Income (AMI)

<b>Household Size</b>	<b>80% AMI</b>
One Person	\$47,900
Two Persons	\$54,750
Three Persons	\$61,600
Four Persons	\$68,400
Five Persons	\$73,900
Six Persons	\$79,350
Seven Persons	\$84,850
Eight Persons	\$90,300

### Questions?

Contact Samantha Walters-Lewis, Healthy Neighborhoods Program Manager  
P: 330-458-0962 E-mail: [samantha@communitybuildingpartnership.org](mailto:samantha@communitybuildingpartnership.org)

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# HEALTHY NEIGHBORHOODS CODE VIOLATION REPAIR PROGRAM APPLICATION



Strengthening and Revitalizing Stark County Neighborhoods

## Applicant Information

Date Application Completed: \_\_\_\_\_

Name of Real Property Owner: \_\_\_\_\_

Address of Real Property: \_\_\_\_\_

Applicant's Phone Number: \_\_\_\_\_

Applicant's e-mail: \_\_\_\_\_

Neighborhood Association (if known): \_\_\_\_\_

City of Canton Ward Number (if known): \_\_\_\_\_

Are you currently delinquent on taxes or assessments on this property, any others, or associated with an entity which is, within the state of Ohio?  Yes  No

Are you currently delinquent on any City of Canton utility bills on this property?  Yes  No

Is this property currently under the burden of foreclosure by any financial institution?  Yes  No

Is this property an owner-occupied parcel as indicated by the Stark County Auditor?  Yes  No

As a participant in HUD-related programming, Community Building Partnership of Stark County, Inc. (CBP) is required to gather and report certain demographic information of all program participants. This information is summarized and reported in group format, and all personal information is removed. Additionally, CBP may use this information to make final determination on application approval.

### Income Eligibility Guidelines (choose one below)

<u>Household Size</u>	<u>80% AMI Income</u>
<input type="checkbox"/> One Person	\$47,900
<input type="checkbox"/> Two Persons	\$54,750
<input type="checkbox"/> Three Persons	\$61,600
<input type="checkbox"/> Four Persons	\$68,400
<input type="checkbox"/> Five Persons	\$73,900
<input type="checkbox"/> Six Persons	\$79,350
<input type="checkbox"/> Seven Persons	\$84,850
<input type="checkbox"/> Eight Persons	\$90,300

### Veteran Status:

I am a veteran  I am NOT a veteran

Over, Please

Date Received: (office use only) \_\_\_\_\_ Application #: (office use only) \_\_\_\_\_

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## Program Agreement

I certify that the above, and any attached information, is true and correct to the best of my knowledge. I certify that I do not owe nor am associated with any entity which owes;

- Applicants must be current on city taxes and utility payments, or otherwise show proof of payments being made. Any delinquent taxes to the State of Ohio or a political subdivision of the State including any delinquent real or tangible personal property taxes including tax for which it is liable under chapters 5733, 5735, 5739, 5741, 5747 or 5753 of the Ohio Revised Code or if such delinquent taxes are owed, it currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq. or such a petition has been filed against him. For purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of Revised Code governing payment of those taxes.
- Any delinquent monies to the State of Ohio or a State Agency for the administration or enforcement of any environmental laws of the state.
- Any indebtedness of any nature to the City of Canton which is delinquent, including but not limited to the payment of any outstanding judgements, liens, grant or loan obligations, utility bills for water, sewer and sanitation services, income taxes (to include mandatory wage withholding) and real estate taxes and assessments for any properties owned by the Property Owner within the City.

**Eligibility:** The Code Enforcement Repair Program is available ONLY to owner-occupant homeowners who are unable to complete repairs mandated by the City of Canton Building Department due to financial hardship. Properties must be located within the City of Canton corporation limits. This program is provided on a “first eligible, first completed” basis. Grants will be available until funding is depleted, or at the discretion of CBP.

I understand that completing this application does not guarantee acceptance into this program. Application may be denied or canceled due to lack of proper documentation, incorrect registrations, submission of projects not covered by program. You may be referred to other programs to assist with alleviation of code enforcement, which may be a required first step.

Additionally, I hereby release, waive, discharge and covenant not to sue and hold harmless from any and all liability, claims, costs and expenses whatsoever arising out of or related to any loss, damage, or injury that may be sustained to my property through renovations performed by any contractor related to my use of the Code Enforcement Repair Program. In addition, any CBP staff and/or authorized CBP representatives will not be held responsible for any loss, damage, or injury that may be sustained to my property.

By signing this agreement, I acknowledge that the purpose of this grant is to promote revitalization in my neighborhood. I agree to allow Community Building Partnership of Stark County, Inc. (CBP) to place signage on my property to promote neighborhood improvement for a reasonable duration, as well as allow CBP to share photos, project details, and results for program promotion.

**Property Owner’s Printed Name:** \_\_\_\_\_

**Property Owner’s Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

# Hold Harmless Agreement

This HOLD HARMLESS AGREEMENT (this "Agreement") is made effective on (DATE)\_\_\_\_\_ by and between Community Building Partnership of Stark County (HEREAFTER "CBP") of 400 Market Ave N., Canton, OH 44702, and

(APPLICANT NAME)\_\_\_\_\_ (HEREAFTER "APPLICANT"), of

(APPLICANT ADDRESS)\_\_\_\_\_. Both are sometimes individually referred to as "Party" and collectively referred to as the "Parties."

WHEREAS, APPLICANT desires to hold harmless CBP from any claims and/or litigation arising out of CBP's actions in connection with code enforcement repair program.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, both hereby agree as follows:

## TERMS

### 1. Hold Harmless.

APPLICANT shall fully defend, indemnify, and hold harmless CBP from any and all claims, lawsuits, demands, causes of action, liability, loss, damage and/or injury, of any kind whatsoever ( including without limitation all claims for monetary loss, property damage, equitable relief, personal injury and/or wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of, in any way whatsoever, any acts, omissions, negligence, or willful misconduct on the part of APPLICANT by CBP, its officers, owners, personnel, employees, agents, contractors, invitees, or volunteers. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and any reimbursements to APPLICANT by CBP, for all legal fees, expenses, and costs incurred by it.

### 2. Authority to Enter Agreement.

Each Party warrants that the individuals who have signed this Agreement have the actual legal power, right, and authority to make this Agreement and bind each respective Party.

### 3. Amendment; Modification.

No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

### 4. Waiver.

No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service is voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

### 5. Attorneys' Fees and Costs.

If any legal action or other proceeding is brought in connection with this Agreement, the successful or prevailing Party, if any, shall be entitled to recover reasonable attorneys' fees and other related costs, in addition to any other relief to which that Party is entitled. In the event that it is the subject of dispute, the court or trier of fact who presides over such legal action or proceeding is empowered to determine which Party, if any, is the prevailing party in accordance with this provision.

**6. Entire Agreement.**

This Agreement contains the entire agreement between the Parties related to the matters specified herein and supersedes any prior oral or written statements or agreements between the Parties related to such matters.

**7. Enforceability, Severability, and Reformation.**

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The intent of the Parties is to provide as broad an indemnification as possible under Ohio law. In the event that any aspect of this Agreement is deemed unenforceable, the court is empowered to modify this Agreement to give the broadest possible interpretation permitted under Ohio law.

**8. Applicable Law.**

This Agreement shall be governed exclusively by the laws of Ohio, without regard to conflict of law provisions.

**9. Exclusive Venue and Jurisdiction.**

Any lawsuit or legal proceeding arising out of or relating to this Agreement in any way whatsoever shall be exclusively brought and litigated in the federal and state courts Ohio. Each Party expressly consents and submits to this exclusive jurisdiction and exclusive venue. Each Party expressly waives the right to challenge this jurisdiction and/or venue as improper or inconvenient. Each Party consents to the dismissal of any lawsuit that they bring in any other jurisdiction or venue.

**10. Signatures.**

This Agreement shall be signed on behalf of CBP by an agent or employee of CBP, and on behalf of APPLICANT by APPLICANT, and effective as of the date first written above.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Agent or employee of CBP

By: \_\_\_\_\_ Date: \_\_\_\_\_  
APPLICANT