

**RESOLUTION NO.:** 2011-R24 (Amended June 14, 2011)  
**SPONSOR:** MAYOR NORTON  
**INTRODUCED:** May 10, 2011      **ASSIGNED TO:** \_\_\_\_\_

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF GREEN AND REBUILDING TOGETHER SUMMIT COUNTY FOR THE ADMINISTRATION AND OPERATION OF THE CITY OF GREEN'S EMERGENCY AND MINOR HOME REPAIR PROGRAM, AND DECLARING AN EMERGENCY.**

WHEREAS, the City of Green originally contracted with Rebuilding Together Summit County in 2006 for an emergency and minor home repair program for low income families; and

WHEREAS, the program has successfully helped several residents over the last five years; and

WHEREAS, the City and representatives of Rebuilding Together Summit County have discussed an amended agreement which allows for the program to continue indefinitely and further allows for adjustments to be made to the income limits for those eligible on a yearly basis; and

WHEREAS, the City and Rebuilding Together with Summit County also desire to provide for a ten percent (10%) administrative fee on all home repair programs performed in the City of Green.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GREEN, COUNTY OF SUMMIT, AND STATE OF OHIO THAT:**

**SECTION ONE:**

City Council approves the Amended and Restated Agreement between the City of Green and Rebuilding Together with Summit County for the administration and operation of the City of Green's emergency and minor home repair program (copy attached as **AMENDED** Exhibit "A").

**SECTION TWO:**

The City of Green finds and determines that all formal actions of this Council concerning and relating to the adoption of this Resolution were taken in open meetings of this Council and any deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements.

**SECTION THREE:**

Council declares this to be an emergency immediately necessary for the preservation of the public peace, health, safety and welfare of the citizens of Green. The City needs to begin purchasing the needed materials immediately. Provided that this legislation receives the affirmative vote of three-fourths of the members elected or appointed to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force at the earliest time allowed by law.

ADOPTED: June 14, 2011

Molly Stevens  
Molly Stevens, Clerk

[Signature]  
Joel Reed, Council President

APPROVED: June 17, 2011

[Signature]  
Richard G. Norton, Mayor

COPIED \_\_\_\_\_  
SVCE ZONE PARK ROAD ENG  
LAW FIN MAY PLAN FIRE

ENACTED EFFECTIVE: June 17, 2011

ON ROLL CALL: Colopy -ye DeVitis -ye France -ye Manwaring -ye  
Reed -ye Summerville -ye Smole -ye Adopted 7-0

Suburbanite publication on June 19 and June 26, 2011

Molly Stevens  
Molly Stevens, Clerk

**THE AMENDED AND RESTATED AGREEMENT REGARDING THE  
REBUILDING TOGETHER SUMMIT COUNTY  
DBA GREATER CUYAHOGA VALLEY  
ADMINISTRATION AND OPERATION OF THE CITY OF GREEN  
EMERGENCY & MINOR HOME REPAIR PROGRAM**

THIS AMENDED AND RESTATED AGREEMENT ("Agreement"), entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between the City of Green, Ohio, ("CITY") and Rebuilding Together, a non-profit organization existing under the laws of the State of Ohio and whose address is 788 Donald Avenue Akron, Ohio 44306-3406, ("CONSULTANT").

WITNESSETH:

WHEREAS, pursuant to this contract, one of the CITY'S 2011 Community Development Program (C.D.) objectives is to provide financial assistance to the activity entitled The City of Green Emergency & Minor Home Repair (EMHR) Program, and

WHEREAS, the CITY, in order to supply EMHR services, desires to engage the technical assistance of the CONSULTANT.

NOW, THEREFORE, in consideration of the mutual covenants, promises, conditions, and terms, the parties agree as follows:

Section 1. Definitions

Unless specifically provided otherwise, or the context otherwise requires, when in this AGREEMENT:

- A. C.D. means the City of Green Community Development Program.
- B. EMHR means the City of Green Emergency & Minor Home Repair Program.
- C. For the purpose of the AGREEMENT, all of 24 CFR Part 570 is incorporated by reference into this Agreement as if fully rewritten. The definitions contained in Part 570 shall control unless this AGREEMENT specifically provides or the context requires otherwise.
- D. Eligible Person or Client for the City of Green Emergency & Minor Home Repair Program means occupant homeowners in the City of Green, whose dwelling is a single family unit, and the total household income does not exceed the maximum amounts established each fiscal year for the Akron, Ohio MSA by HUD.

- E. Very low income means an income that does not exceed fifty percent (50%) of the income limits as adjusted for household size and published by the U.S. Department of Housing and Urban Development each year.

Section 2. Scope of Services

The CONSULTANT agrees to utilize funds made available under the C.D. program for the purpose of implementing the activity described in Attachment B – Scope of Services. Changes in Attachment B – Scope of Services may be requested from time to time by either the CITY or the CONSULTANT and shall be incorporated into written amendments to this AGREEMENT. The CONSULTANT certifies that the C.D. project provided for herein gives maximum feasible priority to activities which benefit very low or low income families or aid in the prevention or elimination of slum or blight.

Section 3. Time of Performance

This AGREEMENT is effective January 1, 2011 and shall continue in effect until otherwise terminated by either party as provided in this AGREEMENT.

Section 4. Reimbursement and Disbursement

Reimbursement and disbursement of funds shall occur as follows:

- A. The CONSULTANT shall submit a request for reimbursement, including a one page program activity summary report and supporting documentation of the expenditure for which reimbursement is sought. The CITY shall reimburse the CONSULTANT in an amount not to exceed Thirty Thousand Dollars (\$30,000) for the actual eligible expenditures incurred in providing materials and/or contracted services under this AGREEMENT. The CONSULTANT shall develop an approved cost allocation plan, if applicable, under Federal regulations.

Payment will be authorized only for expenditures made within the effective dates of this AGREEMENT, unless otherwise specifically approved by the CITY in writing.

- B. Each request for reimbursement and supporting documentation shall be submitted to the CITY no later than thirty (30) days prior to the date the reimbursement is needed to maintain a break even cash flow for the CONSULTANT in terms of payments due. The first reimbursement request in any month beginning a calendar quarter shall also contain a summary of all contract activity on a cumulative and monthly basis.
- C. The CITY will not make any advance payment to the CONSULTANT. The CITY will make payment(s) to the CONSULTANT for work performed upon submission and approval of original invoice. No work shall start prior to receiving an authorized City-issued purchase order.

- D. Volunteer time is not a reimbursable expense. The administrative budget for the contract will not be increased to cover Consultant Supervisory staff expenses.
- E. City agrees to allow Consultant to request reimbursement for administrative costs up to ten percent (10%) of the total individual project cost; not to exceed a yearly total of \$3,000.00, or 10%, of the actual yearly budget allowance for the minor home repair program within the City.

Section 5. Insurance

- A. The CONSULTANT shall carry insurance with the following minimum amounts of coverage with the CITY identified as an additional insured on the policy or policies. The policy or policies shall provide notification to the CITY by the insurer at least thirty (30) days in advance of any policy cancellation. It shall be maintained in full force and effect during the life of this AGREEMENT and shall protect the CITY and the CONSULTANT, their employees, agents, and representatives for damages arising in any manner from the acts and omissions of the CONSULTANT, its employees, agents, or representatives in the performance of any work done pursuant to this AGREEMENT. Public liability insurance for bodily injury and property damages, including injuries resulting in death and including automobile liability insurance (if applicable) in a combined single limit amount of not less than \$1,000,000/\$1,000,000.
- B. The CONSULTANT shall furnish to the CITY certificates showing that the insurance is in full force and effect prior to the commencement of work under this AGREEMENT. The CONSULTANT shall further require the same amounts of insurance evidenced by certificates to the CITY from all subcontractors utilized under this AGREEMENT.
- C. The CONSULTANT shall furnish the CITY fidelity bonds acceptable to the Director of Law of the CITY in the minimum amount of Ten Thousand Dollars (\$10,000) per person for those persons authorized by the CONSULTANT to disburse funds.
- D. CONSULTANT shall supply to the CITY a valid Worker's Compensation certificate that covers their employees during the same time period work is being performed under this AGREEMENT.

Section 6. Indemnification

The CONSULTANT shall indemnify and hold the CITY, its agents, employees and representatives harmless from all claims or liabilities of any type or nature to any person, firm, or corporation, including any subcontractor of CONSULTANT, arising from, or attributable to the work done under this AGREEMENT by the CONSULTANT

itself or acting with others. No term in this AGREEMENT shall be construed to make the CONSULTANT responsible for the negligence of the CITY. Under this section, the CONSULTANT shall include its agents, employees, representatives, and subcontractors.

Section 7. Termination and Suspension

- A. The CITY may, in its discretion, terminate, or suspend this AGREEMENT, in whole or in part, and may recover any funds disbursed or to be disbursed if the CONSULTANT:
1. Violates any of the provisions of this AGREEMENT; or
  2. Violates any of the provisions of the Housing and Community Development Acts of 1974 and 1977, as amended; or
  3. Violates any applicable regulations or terms and conditions of approval of the application which the Secretary of DHUD has issued or shall issue during the term of the Agreement; or
  4. Fails to complete performance in a timely manner.
- B. The CITY may also terminate or suspend this AGREEMENT, in whole or in part, in the event that Green City Council:
1. Does not appropriate the funds to provide for the reimbursement for properties.
- C. In the event of termination or suspension by the CITY under A or B above, the CITY shall give the CONSULTANT at least ten (10) days written notice, and the CONSULTANT agrees, depending on the contents of the notice of termination or suspension, to do any of, though not limited to the following:
1. Cease any or all work under this AGREEMENT;
  2. Cancel any or all outstanding obligations;
  3. Incur no new obligations.
- D. CONSULTANT or City may terminate or suspend this AGREEMENT upon thirty (30) days written notice to the CITY. In the event of such termination or suspension, the CONSULTANT shall cease all work under this AGREEMENT, cancel all outstanding obligations, and incur no new obligations. Any unused funds shall be returned to the CITY upon termination.

- E. In the event of termination or suspension by either party of this AGREEMENT, the CONSULTANT will be paid a pro-rated amount for expenditures properly incurred for any non-cancelable obligations. Notwithstanding any of the provisions of this section, the CONSULTANT shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of this AGREEMENT by the CONSULTANT. Until such time as the exact amount of damages due the CITY are agreed upon or otherwise determined, the CITY may withhold funds from the CONSULTANT.

Section 8. Reporting

The CONSULTANT shall maintain a database including all relevant data concerning each application. The CONSULTANT shall provide a copy of its Minor Home Repair database to the CITY upon request.

1. Relevant data must be provided to the CITY with each invoice for reimbursement. Relevant data will include all information required for update of the database.
2. Quarterly reports must be submitted to the CITY by the following dates: March 31, June 30, September 30 and December 31, of each year. These reports shall summarize the activity of the C.D. program during the past quarter and shall include required data on contractor and subcontractor utilization during the quarter.

Section 9. Control Policies

- A. Audit(s) shall be conducted in accordance with applicable CITY regulations.
- B. Representatives from the CITY will monitor the program as often as deemed necessary or appropriate. The monitoring may include formal on-site visits to cover mid-year and year-end periods to document areas reviewed, results, findings, or comments as appropriate. The monitoring may determine whether activities are appropriate. The monitoring shall determine whether the activities are being carried out as specified by this AGREEMENT and the extent to which the goals and objectives of this AGREEMENT are being met. Compliance with applicable CITY accounts payable requirements.

Monitoring activities may include, but not be limited to, interview of participants, and/or their families, review of the CONSULTANT'S program and fiscal records, and utilization of special tests, assessment devices and rating scales. The CITY shall transmit a copy of the monitoring report results to the CONSULTANT who shall acknowledge in writing the receipt of the report with comments, explanations, or

- E. In the event of termination or suspension by either party of this AGREEMENT, the CONSULTANT will be paid a pro-rated amount for expenditures properly incurred for any non-cancelable obligations. Notwithstanding any of the provisions of this section, the CONSULTANT shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of this AGREEMENT by the CONSULTANT. Until such time as the exact amount of damages due the CITY are agreed upon or otherwise determined, the CITY may withhold funds from the CONSULTANT.

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modifications. Specific monitoring methods and information to be requested will be discussed with the CONSULTANT, although the CITY reserves the right to final determination of the methods to be used and the information, pursuant to this AGREEMENT, to be collected. Adequate measures will be taken by the CITY to insure that records of a confidential nature will not be compromised.

The CITY shall have full and complete access to all records generated as a result of activity funded under this contract. It shall be the responsibility of the CONSULTANT to obtain release of information waivers from each program participant for any personal information found in the records, data, files, etc. maintained by the CONSULTANT. The release shall permit authorized CITY representatives to examine said personal information for evaluation and monitoring purposes. If, in the judgment of the CITY, the CONSULTANT is found to be in violation of this section or unable to carry out its provisions, the CITY, at its option, may assume the responsibility for termination, suspension, or continued operation of this AGREEMENT.

Section 10. Modification

This AGREEMENT may be modified only by written agreement between the parties.

Section 11. Records, Documentation and Identification

- A. The CONSULTANT shall have access to such pertinent public records as are available to the CITY and applicable to the project. The CITY does not guarantee the accuracy of the records and it shall be the CONSULTANT'S duty to verify the same. The CITY shall at all times have access to the work and plans of the CONSULTANT for purposes of inspection. The CITY, or any independent auditor of the CITY shall at any reasonable time have the right of access to and right to audit any and all books and records, financial or otherwise, pertinent to the administration of this AGREEMENT.
- B. The CONSULTANT shall maintain financial records in accordance with applicable CITY Records Retention Policies and Ohio law. The CONSULTANT will be responsible for attending briefings and securing copies of the regulations. Where appropriate, these procedures shall include the use of a cost allocation plan. The documentation in support of each action in the accounting records shall be filed in such a manner that it is readily accessible.
- C. All plans, specifications, estimates, documents, reports and studies (except individual case records), after approval and acceptance shall become the property of the CITY.

- D. All reports, maps, and other documents completed as a part of this AGREEMENT shall contain the following information on the front cover or title page (or in the case of maps, in an appropriate block): name of the city, month and year of preparation, name of the CONSULTANT, name of the designated C.D. Program Area or portion thereof, and the following notation:

“The preparation of this (report, map, documents, etc.) was financed in part through a grant from the City of Green.”

- E. Financial records, supporting documentation, statistical records, and all other records pertinent to services provided in this AGREEMENT shall be retained by the CONSULTANT for a period of four years from the date of termination of this AGREEMENT.

Section 12. Interest of Certain City and Other Officials

- A. No member, officer, or employee of the CONSULTANT or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this AGREEMENT.
- B. The CONSULTANT shall incorporate, or cause to be incorporated, in all contracts or subcontracts a provision prohibiting such interests pursuant to the purpose of this section.
- C. The CONSULTANT shall conform to all applicable conflict of interest provisions set forth by the Federal government for grant sub-recipients in Title 24, Code of Federal Regulations, Part 570.611 and Attachment O of OMB Circulars A-102 and A-110.

Section 13. Copyrights

If this AGREEMENT results in a book or other copyrightable material, the author is free to copyright the work, but the CITY reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, all material which is or can be copyrighted.

Section 14. Patents

Any discovery or invention arising out of or developed in the course of the work aided by this AGREEMENT shall be promptly and fully reported to DHUD for

determination by DHUD as to whether patent protection for such invention or discovery shall be sought and how the rights of the invention or discovery including rights under any patent issued thereof, shall be disposed of and administered.

Section 15. Political Activity

None of the funds, materials, property, or services provided directly or indirectly under this AGREEMENT, shall be used in the performance of this AGREEMENT for any partisan political activity, or to further the election of or defeat of any candidate for public office, or for publicity or propaganda purposes designed to support or defeat legislation pending before the United States Congress, the Ohio General Assembly, or Green City Council.

Section 16. News Releases

Any release to the news media regarding the services provided by this AGREEMENT will be approved by the City of Green prior to its release.

Section 17. Personnel

The CONSULTANT agrees that no CITY employees shall be used by CONSULTANT to perform the work contemplated by this AGREEMENT whether the employees are compensated or not by CONSULTANT, without the express written permission of the CITY. The CONSULTANT further understands that such unauthorized use of CITY employees may result in the immediate termination of this AGREEMENT.

Section 18. Equal Employment Opportunities

- A. No person shall be dismissed from employment consideration because of a former prison term.
- B. The CONSULTANT agrees to apply to the project CITY regulations applicable to the program.
- C. Notwithstanding provisions in this AGREEMENT to the contrary, the CONSULTANT shall conform to the requirement of all Federal, State, and local regulations incorporated by reference herein, including, but not limited to:
  1. All applicable public bidding rules and statutes (i.e., advertising, public bidding and public award).
- D. The CONSULTANT shall incorporate the foregoing requirements in all subcontracts or work hereunder.

Section 19. Miscellaneous

- A. The CONSULTANT agrees to maintain a Drug Free Work Place and to comply with 24 CFR Part 24 related thereto.
- B. The CONSULTANT agrees to comply with the DHUD Lead-Based Paint Regulations, 24 CFR Parts 35, if applicable.
- C. The CONSULTANT agrees to comply with Federal Labor Standards, 29 CFR Parts 3 and 5, if applicable.
- D. The CONSULTANT agrees to comply with Americans with Disabilities Act (ADA) and more specifically ADA regulations in 28 CFR Part 35, 29 CFR Part 1630 and 49 CFR Parts 37 and 38, if applicable.
- E. The CONSULTANT agrees that no charge or claim for delays will be made by the CONSULTANT for any delays or hindrances from any cause, except as provided in this AGREEMENT. Compensation for such delays or hindrances shall be extensions of time for such reasonable periods of time as the CITY may decide.
- F. The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT, including Workers Compensation laws of the State of Ohio. The CONSULTANT shall furnish to the CITY a certificate showing workers compensation coverage is in full force and effect prior to the commencement of work under this AGREEMENT.

Section 20. Assignability

The CITY and CONSULTANT each bind themselves and their successors, executors, administrators, and assigns to the other party to this AGREEMENT and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants to this AGREEMENT. Neither the CITY nor the CONSULTANT shall assign, sublet, subcontract, or transfer its interest in this AGREEMENT without the prior written consent of the other. No term of this AGREEMENT shall be construed to create any personal liability on the part of any officer or agent of the City.

Section 21. Independent Contractor

The CONSULTANT agrees that no agency, employment, joint venture or partnership has been or will be created between the parties to this AGREEMENT. The CONSULTANT further agrees that as an independent contractor that it assumes all responsibility for any federal, state, municipal or other tax liabilities along with workers compensation, unemployment compensation and insurance premiums which may accrue as a result of funds received pursuant to this AGREEMENT.

Section 22. Notification

Any correspondence constituting notification under this AGREEMENT shall be made to the following:

- A. Notification of the CITY shall be made to Wayne L. Wieth, Director of Planning, PO Box 278, 5383 Massillon Road, Green, Ohio 44232-0278.
- B. Notification to the CONSULTANT shall be made to Paul Holm, Executive Director, 788 Donald Avenue, Akron, Ohio 44306-3406.

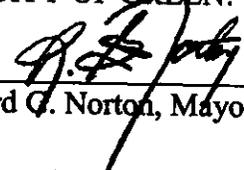
In Witness Whereof, the parties caused this instrument to be executed and effective as of the date signed by the Mayor of the City of Green.

WITNESS:

THE CITY OF GREEN:

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

\_\_\_\_\_  
Richard G. Norton, Mayor



por

\_\_\_\_\_  
Print Name Title

Approved/as to form:

\_\_\_\_\_  
Stephen J. Fruneski, Law Director Date

5/24/11

WITNESS:

CONSULTANT:

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

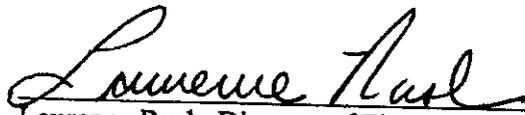
\_\_\_\_\_  
Paul Holm, Executive Director

\_\_\_\_\_  
Melissa Springston Office Manager  
Print Name Title

ATTACHMENT A

CERTIFICATE OF DIRECTOR OF FINANCE

I hereby certify that certificates will be furnished on purchase orders issued by the City of Green under this contract, not to exceed \$30,000, and that sufficient money is in the treasury and appropriated to the Minor Home Repairs Account (account# 247-5100-52413) to discharge the CITY'S obligation under this contract as authorized by Resolution No. 2005-R87.

  
Laurence Rush, Director of Finance      5/23/11  
Date

**ATTACHMENT B**

**SCOPE OF SERVICES**

**REBUILDING TOGETHER SUMMIT COUNTY, INC.  
DBA GREATER CUYAHOGA VALLEY  
ADMINISTRATION AND OPERATION OF THE CITY OF GREEN  
EMERGENCY & MINOR HOME REPAIR PROGRAM**

The intent of this AGREEMENT is to engage the services of Rebuilding Together Summit County (CONSULTANT) to administer and operate the City of Green Emergency & Minor Home Repair Program (EMHR) for the benefit of very low income elderly or very low income disabled owner occupants with the City of Green (CITY).

To this end, the CONSULTANT shall:

- A. Accept all pending CITY applications to establish the case workload for this AGREEMENT. The CONSULTANT will respond to requests for applications received directly or forwarded by the CITY, by sending the requester a Rebuilding Together application form.
  1. Each application accepted by the CONSULTANT shall be screened to determine eligibility for the program under the following criteria per the Rebuilding Together Summit County Inc. dba Greater Cuyahoga Valley Inc.'s current Homeowner Application.
    - a. The APPLICANT is an owner occupant of a single family home within the corporate limits of the City of Green.
    - b. The applicant is either older than 60 years of age, disabled, or eligible for TANF relief as documented by Summit County Department of Job and Family Services. Disability must be documented by a physician or a bonafide retirement fund providing disability payments.
    - c. The applicant's annual household income does not exceed the maximum amounts established each fiscal year for the Akron, Ohio MSA by HUD.

Income must be documented with income tax returns, pension statements, bank deposits, and/or payroll check stubs. The income scale is based on U.S. Department of Health and Human Services poverty guidelines. The income scale may not exceed fifty percent (50%) of the U.S. Department of Health and Human Services income levels for household size for Akron, Ohio MSA. This scale is to be updated annually by the CONSULTANT based on

the U.S. Department of Health and Human Services income guidelines published in the Federal Register.

- d. Each applicant must have an ownership interest in the property to receive assistance. Such forms of ownership may include land trusts, life estates, land contracts, divorce decrees or the like. Such forms of ownership are only to be recognized if they are recorded at Summit County Records. Ownership must be verified through Summit County Records.
- e. The applicant's property may not be part of an unsettled estate, in foreclosure or property tax delinquent. If the applicant is following a tax delinquency recovery plan, with documentation of the plan, the application may proceed.
- f. The applicant may not be delinquent on City of Green income tax.
- g. The property cannot be under "keep vacant" orders from Summit County Health Department as unfit for human habitation. The Summit County Health Department is to be contacted to confirm the status of the keep vacant order.
- h. If the CONSULTANT wishes to use volunteer labor to provide assistance, the applicant must have current property insurance covering personal injury liability.
- i. The CONSULTANT will accept applications forwarded from the CITY on an emergency basis as necessary.

**B. Provide assistance to eligible applicants to correct eligible items including:**

- Roofing
- Plumbing
- Heating/AC
- Electric
- Porches
- Gutters & Downspouts
- Disability access
- Code violations
- Septic tanks
- Windows & doors
- Basement waterproofing
- Pest control

1. Eligible repairs are limited to the residential structure itself. Outbuildings including detached garages, storage sheds, barns, appliances, yard work/landscaping, etc. are not eligible for assistance with CITY funds.
2. Assistance is limited to no more than \$5000.00 per structure. If one item such as a roof exceeds that \$5000.00 limit, approval by the CITY is required for the excess before the contract can be awarded.

3. Any item of an emergency nature not on the above list must receive prior approval from the CITY. The CONSULTANT must provide narrative and photographic descriptions of the item when requesting CITY approval. Examples of this could be, but are not limited to, collapsed foundation wall, termite destruction of main beam, or stairwell collapse.
- C. Inspect, identify and correct eligible repairs in each home.
1. In cases of multiple eligible repairs, the repairs are to be addressed in this priority order – roofing, mechanicals, accessibility, porches, gutters and downspouts.
  2. Once identified, specifications must be composed to accomplish the necessary repair. The CITY will provide the specification format to the CONSULTANT for computer-generated specifications.
  3. Lead paint will be presumed to be present on all jobs. A notice of presumption of lead must be provided to the homeowner(s). Specifications for work that will disturb paint must contain notes requiring the use of Lead Safe Work practices. Only certified Lead Safe Renovators may perform work that disturbs paint. Copies of clearance reports must be provided to the homeowner(s). If paint is disturbed, payment to contractors must be withheld until appropriate clearance is achieved by the CONSULTANT.
  4. Specifications must be competitively bid in all but emergency cases. The CONSULTANT shall share its list of recommended contractors with the CITY in order to expedite this process.
  5. In emergency cases, where existing condition(s) make the house unlivable (i.e. condition is an immediate threat to the health and safety of the occupant), the CONSULTANT must inspect the property to verify the nature of the emergency prior to the CITY authorizing repairs. Only one price is needed as long as the quoted price is reasonable based on current market standards. Where there are multiple conditions making the house unlivable, assistance must be withheld until the means are found to address all such items to assure continued occupancy of the dwelling unit.