

**TO: All Region 11 Neighborhood Stabilization Program (NSP)
Participants in Carroll County**

From: Carroll County Commissioners

Subject: Remaining Availability of Demolition Funding

Date: February 22, 2010

This correspondence is to advise that funding remains available for the demolition of vacant deteriorated residential structures throughout the County through the NSP Program. The program can absorb all costs associated with the physical removal of these properties along with any associated legal costs required to cite them for demolition.

Properties cited for demolition through either a locally adopted process or through a Voluntary Demolition Agreement signed by the property owner(s) can be certified to the Carroll County Commissioners Office.

Demolition request packages are to include the following:

- Copy of title report if not a voluntary demolition
- Proof of ownership
- Voluntary Demolition Agreement (attached)
- Signed Request for Demolition (attached)

After receipt of this information the submissions will be processed and packaged with other requests for formal or informal bidding as appropriate. Again no cost will be incurred by the local communities.

This program is to be completed by the end of June but more importantly the region including Carroll County must commit 90% of its allocation to the State of Ohio by the end of April 2010. In this regard it is imperative that requests be received by April 16, 2010.

For questions regarding this matter, please contact the Commissioner's Office or Marshall Bleckman, the NSP Administrator for Carroll County at (330) 499-9798.

VOLUNTARY DEMOLITION AGREEMENT

This Agreement is hereby entered into this ____ day of _____, by and between the _____ hereinafter referred to as the "Community") and the undersigned property owner (hereinafter referred to as the "Owner").

WHEREAS, the below described property has been determined to be in such a state of disrepair that it is economically not feasible to make the repairs necessary to bring the structure to code, and;

WHEREAS, said property is vacant and has been so for over one year, and;

WHEREAS, the Community has been awarded funds under the Neighborhood Stabilization Program (NSP) for the purpose of razing dilapidated structures as a means of eliminating blighting influences, and;

WHEREAS, the Community has notified the Owner of the desire to raze the subject structure using NSP funds.

NOW THEREFORE, the below signed parties do mutually agree:

Section I: That the subject property is _____

Section II: That demolition activities shall include the razing of the following structure(s):

Section III: That the scope of demolition activities shall include the razing of the structure(s), the clearance and hauling away of all building debris, the spreading of topsoil to level the ground of the razed site and the seeding of the demolition site.

Section IV: That the Community shall undertake and have fully performed all demolition activity; including the bidding, contracting, razing, cleanup and inspection. The Community shall take due diligence to assure all demolition activities are properly carried out and completed in a satisfactory manner.

Section V: The Community shall incur all costs directly associated with the demolition activity and shall not place a lien against the subject property for the cost of said demolition.

Section VI: The Community has the right to reject any and all bids in regards to razing the subject property and does not guarantee that demolition activity will, in fact, occur due to funding constraints.

Section VII: The Owner consents to razing of the subject structure(s) and removal of building debris and waives any rights of recourse for damages to the subject property, if any.

Section VIII: The Owner agrees to hold harmless the Community and parties associated with the administration and implementation of the NSP Program against any, and all claims, liability damage or loss to person or property which may arise or grow out of the razing of the above described structure(s).

WITNESS:

WITNESS:

COMMUNITY

Signature

Title

PROPERTY OWNER(S)

Signature

Print Name

Signature

Print Name (Spouse)