



CITY OF NAPOLEON

ENGINEERING DEPARTMENT
255 West Riverview Avenue, P. O. Box 151 Napoleon, OH 43545
Chad E. Lulfs, P.E., P.S., City Engineer
Telephone: 419/592-4010 Fax: 419/599-8393
www.napoleonohio.com

February 26, 2009

Current Resident
610 Cripple Creek
Napoleon, Ohio 43545

Re: Illegal Sewer Connection

To Whom It May Concern,

As part of the City of Napoleon's negotiated Long Term Control Plan (L.T.C.P.) with the Ohio Environmental Protection Agency (O.E.P.A.), many of the sanitary and storm sewers in the City of Napoleon are being repaired or replaced to eliminate sources of inflow and infiltration (I/I). This I/I is causing many of the existing, as well as the new sewers, to be overloaded.

Although the City of Napoleon has undertaken the initiative to repair and replace many of the mainline sewers, some responsibility does, however, fall onto the homeowner. This letter is in regards to the homeowners' responsibilities.

As per Rule 4.1.6 of the City of Napoleon, Ohio Engineering Department Rules & Regulations, "downspouts shall outlet onto the ground surface." The City of Napoleon requires that no downspouts be connected to either the sanitary or storm sewer networks. Therefore, you are required to remove your downspout connections and outlet them onto the ground surface. You have six (6) months from the date of this letter to comply.

In order for the removal of the downspouts to be effective, the downspouts must outlet onto the ground a minimum of five (5) feet from the face of the foundation wall of your house. This helps insure that the water does not leach back into the ground and enter into your footer tile.

The only allowable connections to the storm sewers are sump pumps, footer tiles, and floor drains. If sump pumps or footer tiles are connected to the sanitary sewer, they must be removed and either connected to the storm sewer or outlet onto the ground.

If you have any questions or require additional information, please contact my office at your convenience.

Yours truly,

Chad E. Lulfs, P.E., P.S.
City of Napoleon Engineer

City of NAPOLEON

SANITARY SEWER GRANT APPLICATION

ORDINANCE 154-01

DATE: 12/08/08
NAME: REV. PETER C. MARCIS
ADDRESS: 610 CRIPPLE CREEK
PHONE #: 419-599-5609 CELL #: N/A

The Homeowner Grant Program is hereby established for the removal of clean water connections subject to the following rules:

Grants are available for two-thirds (2/3) of the construction cost of removing clean water connections from the sanitary sewer system up to a maximum of two thousand five hundred dollars (\$2,500.00). The grants are available on a first come, first served basis until the funds set aside for the program in a calendar year are completely depleted.

Have you ever applied for this type of grant for the above property before?
 YES NO If yes please explain: _____

Are you the owner of the above property? YES NO
If no please explain: _____

A. The City will inspect the premises and provide the homeowner with a description of the scope of the work which would be eligible for the grant **PRIOR** to the homeowner obtaining estimates.

B. At least two (2) written estimates of the construction cost must be submitted to the City. **NO** work may be started until the grant agreement is signed by **BOTH** the homeowner and the City.

C. Contractors must meet the City's normal sewer contractors' registration requirements.

D. Notwithstanding any Ordinance, Resolution or Policy to the contrary, if a new storm sewer and/or sanitary sewer tap is needed in connection with the work, the City will waive the sewer tap fee.

E. The City must be notified of the date work is to begin and of the construction schedule. The City will inspect the work periodically during construction.

F. Any changes in the work from the original estimate must be approved by the City in advance if it results in a larger grant than originally approved.

G. The city will perform a final inspection after completion of all work.

H. Reimbursement will be made by the City to the homeowner based on **PAID** receipts submitted to the City.

I REV. PETER C. MARCIS have read and fully understand the above and agree to all terms and conditions of this agreement on this day 10 DECEMBER 2008.

Rev Peter C Marcis
Applicants signature

12-8-08
Date

SANITARY SEWER GRANT AGREEMENT

THIS AGREEMENT made this 7TH day of JANUARY, 2009, by and between the City of Napoleon, a Municipal Corporation, 255 West Riverview Avenue, Napoleon, Ohio, (hereinafter referred to as "City") and PETER C. MARCIS, (hereafter referred to as "Homeowner").

WHEREAS, Napoleon has initiated a program of construction grants for removing clear water connections from the sanitary sewer system, and

WHEREAS, said grants are for two-thirds (2/3) of construction cost up to a maximum sum of twenty-five hundred dollars (\$2,500.00):

A. In consideration of Homeowner, whose real property is located at 610 CRIPPLE CREEK doing the following work at said location: SEPERATION OF STORM & SANITARY BY INSTALLING NEW STORM TAP & REROUTING SUMP PUMP

City agrees to pay \$ 1,110.00 for such work subject to the following terms and conditions:

1. Homeowner shall produce satisfactory evidence of ownership in said real estate.
2. Homeowner shall produce two (2) written estimates of the construction cost prior to commencement of the work.
3. Homeowner shall contract with MR. BUILDER, LTD., a registered contractor with the City ("Contractor") to perform said work.
4. Homeowner understands and agrees that there is permitted only one (1) grant per property for the lifetime of this program.
5. Homeowner shall permit periodic City inspection of the work being performed by the Contractor.

6. Homeowner agrees that this Agreement shall not be construed as creating a joint venture, partnership, or master-servant relationship; further, the City shall not be considered to have any responsibility whatsoever to Contractor for the payment of Contractor's bills; further, Homeowner shall hold City harmless from the same.

7. Homeowner agrees to hold harmless the City, its officers, agents, employees and volunteers against any and all claims that may arise out of use of any grant funds and/or the performance of inspections being made by the City; further, Homeowner agrees to indemnify the City, its officers, agents, employees and volunteers against any and all claims for injury or damage to person or property that may be asserted by any person as a result of any action or non-action of the City, its officers, agents, employees and volunteers associated or in connection with this Agreement or services provided hereunder.

8. Homeowner shall notify the City of the date the work is to commence and shall provide City with a construction schedule. All Work must be completed no later than MARCH 31, 2009.

9. Homeowner agrees any change in the original estimate amount must be approved in advance by the City if the amount is larger than first estimated.

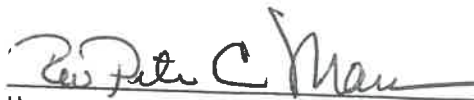
10. Homeowner agrees that the City shall have thirty (30) days after final inspection of the work and upon the City receiving paid receipts from Homeowner evidencing that the Contractor has been paid in full, whichever comes last, to pay the Homeowner the amount specified in paragraph (A) above.

11. In the event that a new storm sewer and/or sanitary sewer tap is needed in connection with the work, the City will waive the sewer tap fee and will not be counted as part of the amount specified in paragraph (A) above.

12. This Grant Agreement shall only be amended as to the scope and size of the project by attaching hereto a copy of such amendment, in writing.

13. This Agreement is binding on the parties, their heirs or successors and assigns.

14. This Agreement shall be controlled under the laws of Ohio.



Homeowner

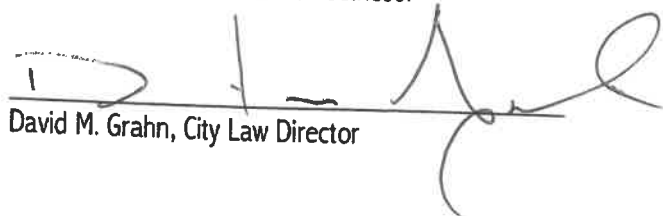
Homeowner

City of Napoleon



Dr. Jon A. Bisher, City Manager

Approved as to form and correctness:



David M. Grahn, City Law Director

* * * * *

Certification of Funds

Attest:

I, Gregory J. Heath, Finance Director of the City of Napoleon, Ohio hereby certify that the money to meet this Agreement has been lawfully appropriated for the purpose of the agreement and is in the treasury of the City of Napoleon, Ohio or is in the process of collection to the credit of the appropriate fund free from prior encumbrance.



Gregory J. Heath, Finance Director

MR. BUILDER LTD.

Proposa

970 OAKWOOD AVE.
NAPOLEON, OHIO
43545
419-592-1806

DATE	PROPOSAL #
12/12/2008	815

PROPOSAL SUBMITTED TO :

Pastor Peter Marcis
610 Cripple Creek Ct.
Napoleon, Ohio 43545

PAYMENTS TO BE MADE :
UPON COMPLETION

We hereby submit proposal for:

REMOVEAL OF SUMP PUMP FROM SANITARY SEWER TO INCLUDE...

1,665.00

- EXCAVATE AND INSTALL NEW STORM SEWER TILE TO TAP
- TIE IN EXISTING FOOTER TILE TO NEW STORM TAP
- REMOVE SUMP PUMP FROM PIPE FROM SANITARY LINE
- PLUMB PUMP IN TO NEW STORM TAP LINE

We Propose hereby to furnish material and labor -- complete in accordance with above specifications, for the sum of : \$1,665.00

All material is guaranteed to be as specified. All work to be completed in workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. all agreements contingent upon strikes, accidents or delays beyond our control. owner to carry fire, tornado and any other necessary insurance. Our workers are fully covered by Insurance.

The above price , specifications and conditions are satisfactory and are hereby accepted. Exp. 30 Day

Signature

