


Sanitary  
Sewer  
Grant  
Applications  
CWRAP Program

## Memorandum

**To:** Barbara Nelson, Recorder  
**From:** Roxanne Dietrich, Executive Assistant   
**Date:** April 22, 2009  
**Re:** CWRAP Program; Paul A. & Jane M. Kaufmann, 650 Cripple Creek  
**cc:** Chad E. Lulfs, P.E., P.S.; City Engineer

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Please file the attached Sanitary Sewer Grant Application for the above referenced homeowner.

Thank-you.

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Attachment

File C:\Documents and Settings\roxanne\My Documents\Memo\Record\CerK0309\Bishard Trip Mutual Aid Fir Agmt.doc



# City of NAPOLEON

## **SANITARY SEWER GRANT APPLICATION**

ORDINANCE 154-01

DATE: 4-13-09

NAME: Paul A. & Jane M. Kaufmann

ADDRESS: 650 Cripple Creek Napoleon, Ohio 43545

PHONE #: 419-599-3255 CELL #: 419-376-0963

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 Paul A. Kaufman have read and fully understand the above and agree to all terms and conditions of this agreement on this day April 13 2009.



**Applicants signature**

04/13/2009  
**Date**

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## SANITARY SEWER GRANT AGREEMENT

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THIS AGREEMENT made this 13<sup>TH</sup> day of APRIL, 2009, by and between the City of Napoleon, a Municipal Corporation, 255 West Riverview Avenue, Napoleon, Ohio, (hereinafter referred to as "City") and PAUL A. KAUFMANN, <sup>1</sup> JANE M. KAUFMANN, (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 650 CRIPPLE CREEK doing the following work at said location: CONNECT FOOTER TILE TO STORM SEWER  
(REMOVE FROM SANITARY SEWER)

City agrees to pay \$ 400.00 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 CONCRETE SPECIALIST CO., 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 May 13, 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.





Paul A. Kaufmann  
Homeowner

Jane M. Kaufmann  
Homeowner

City of Napoleon

Dr. John A. Bisher  
City Manager

Approved as to form and correctness:

David M. Grahn  
City Law Director

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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







Concrete Specialist Co.  
 5-943 ST RT 110  
 Napoleon, OH 43545

# Estimate

DATE	ESTIMATE NO.
12/1./2008	1300

<b>NAME / ADDRESS</b>
Mr. Paul Kaufman 650 Cripple Creek Ct Napoleon, Oh 435545

TELEPHONE	Ph. 599-8881
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DESCRIPTION	QTY	COST	TOTAL
Work Ordered /Hook up existing footer tile to new storm tap provided by city. Hook up front left of yard.I believe this can be done with out any removal of plantings		600.00	600.00
Work Ordered /If footer tile is plugged , we can have it waterjet out for \$175.00		0.00	
Work Ordered /If footer tile is plugged or broken or nonexisting ,we can excavate along backside of house and southside install new footer tile ,stone also for drainage ,perge wall if needed and apply water proofing add"tl \$2200.00		0.00	
<b>TOTAL</b>			<b>\$600.00</b>

Concrete is a very rigid material and will crack,we supply relief cuts to help control cracking.Surface texture and color may vary with concrete. Landscaping is the clients responsibility , we will rough grade with onsite material.Any alterations or deviations from above specifications involving extra cost will be executed on written or verbal orders,and will become an extra charge over and above estimate. Signing means you agree to the the terms of this contract and estimate.

APPROVAL SIGNATURE \_\_\_\_\_









# Know All Men By These Presents,

That, Melvin F. Zehnder and Jane A. Zehnder,  
husband and wife (Marital Status) of  
Henry County, Ohio  
for valuable consideration paid, grant(s) ~~XXXXXX~~ with general warranty covenants

to Paul A. Kaufmann and  
~~Marital Status~~  
Jane M. Kaufmann, husband and wife,  
(Marital Status) and  
for their

650 Cripple Creek, Napoleon, Ohio 43545,  
the following real property:  
(Description of land or interest therein and encumbrances, reservations, and exceptions, if any.)

Situated in the City of Napoleon, County of Henry  
and State of Ohio and known as:  
Lot Number Sixteen (16) in Cripple Creek Subdivision  
in the City of Napoleon, as shown by the recorded plat  
thereof on Slide 154, Record of Plats in the Office of  
the Recorder of said Henry County, Ohio, but subject to  
all easements, restrictions, and leases of record,  
zoning ordinances, if any, and all legal highways.

APPROVED  
Tax Map Dept.

(This conveyance is subject to real estate taxes and  
assessments for the year 1987 and thereafter which  
the Grantees herein assume and agree to pay.)

