

City of NAPOLTEON

SANITARY SEWER GRANT APPLICATION

ORDINANCE 154-01

DATE: 9-7-11

NAME: Delores McColley

ADDRESS: 714 Daggett Ave

PHONE #: 419-592-0206 CELL #: _____

The Homeowner Grant Program is hereby established fro 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 serve 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 Delores McColley have read and fully understand the above and agree to all terms and conditions of this agreement on this 7 day of 9, 2011.

Delores McColley
APPLICANTS SIGNATURE

9-7-11
DATE

SANITARY SEWER GRANT AGREEMENT

THIS AGREEMENT made this 13 day of SEPTEMBER, 2011, by and between the City of Napoleon, a Municipal Corporation, 255 West Riverview Avenue, Napoleon, Ohio, (hereinafter referred to as "City") and DELORIS A. McCOLLER, (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 714 DAGGETT AVE doing the following work at said location:

SEPARATE SEWER TAP & REPLACE FOOTER TILE,

City agrees to pay \$ 2,500.⁰⁰ 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 ROBERT GERKEN EXCAVATING, 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

DECEMBER 31, 2011.

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.

Debra M. Collier
Homeowner

Homeowner

City of Napoleon

Dr. Jon A. Bisher, City Manager
CHAD LUKES, P.E., P.S., ACTING CITY MANAGER

Approved as to form and correctness:

David M. Grahn
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
Gregory J. Heath, Finance Director

P:/Projects/Engineering Permits/Sanitary Sewer Grant Agreement 6/21/2011



Jones & Henry Engineers, Ltd.
www.jheng.com

BOB GERKEN

419-267-5143

J. A. Hillis Excavating LLC
13645 County Road M
Napoleon, OH 43545
Office-419-591-1410
Cell- 419-783-7923

Estimate

Date 9/9/2011
Estimate # 173

Name / Address

Mrs. McCulley
714 Dagget St
Napoleon, Ohio
43545

P.O. #
Terms

Due Date 9/9/2011
Other

Description	Qty	Rate	Total
Dig along front of house, waterproof and seperate sewer and storm drains, tap new storm drain into the 27" drain along road Run snake around house thru existing footer tile and have the city run there camera thru it also to inspect for condition, then a decision will be made with the home owner on whether any additional waterproofing will be done. Fuel, Materials, operating expenses and labor		4,650.00	4,650.00

I would appreciate your business, and I would like your consideration for any future excavating needs. Thanks again

50% down payment due before excavation begins, balance due in 30 days. Thanks

Subtotal	\$4,650.00
Sales Tax (0.0%)	\$0.00
Total	\$4,650.00

hillis93@henry-net.com