



City of Napoleon, Ohio

Zoning Department

255 West Riverview Avenue, P.O. Box 151
Napoleon, OH 43545

Mark B. Spiess, Senior Engineering Technician / Zoning Administrator
Telephone: (419) 592-4010 Fax: (419) 599-8393
www.napoleonohio.com

RESIDENTIAL ZONING PERMIT

Issued Date: September 4, 2019

Expiration Date: September 4, 2020

Permit Number: P-19-178

Job Location: 900 Haley Ave.

Owner: Steve and Julie Busch
900 Haley Ave.
Napoleon, Ohio 43545

Contractor: Everdry Waterproofing
419-841-6055

Zone: R-3 Moderate Density Residential

Set Backs: Principle Building

Front: 25 Rear: 15 Side: 7

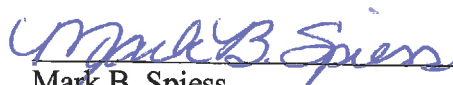
Comments:
Basement Waterproofing

Permit Type: Zoning

Fee: \$25.00

Status: Paid

Amount Due: \$0.00


Mark B. Spiess
Sr. Eng. Tech/Zoning Admin.



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P-19-178

Residential Zoning Permit Application

Date 9-4-19 Job Location 900 Haley St

Owner Steven & Julie Busch Telephone # 419-579-0358

Owner Address 900 Haley St

Contractor Cur dry waterproofing Cell Phone # 419-841-6055

Description of Work to be Performed Basement waterproofing

Estimated Completion Date 9-4-20 Estimated Cost 15,375

Demo Permit - \$100.00 - See Separate Form	(MDEMO 100.1700.46690)	\$
Zoning Permit - \$25.00	(MZON 100.1700.46690)	\$
Fence/Pool/Deck - \$25.00	(MZON 100.1700.46690)	\$
Accessory Building Under 200 SF (Detached) - \$25.00	(MZON 100.1700.46690)	\$
Driveway/Sidewalk/Curbing/Patio - \$0.00	(MZON 100.1700.46690)	\$
Drainage Permit/Outside Water/Sewer Repair - \$0.00	(MBLDG 510.0000.44730)	\$
1" Water Tap, 5/8" Meter, Copper Setter and Transmitter - \$1,200.00 (Outside City - \$5,680)	(MBLDG 510.0000.44730)	\$
1" Water Tap, 3/4" Meter, Copper Setter and Transmitter - \$1,300.00 (Outside City - \$5,820)	(MBLDG 510.0000.44730)	\$
1" Water Tap, 1" Meter, Copper Setter and Transmitter - \$1,400.00 (Outside City - \$5,960)	(MBLDG 510.0000.44730)	\$
1" Meter, Copper Setter and Transmitter Without Tap - \$525.00	(MBLDG 510.0000.44730)	\$
3/4" Meter, Copper Setter and Transmitter Without Tap - \$440.87	(MBLDG 510.0000.44730)	\$
5/8" Meter, Copper Setter and Transmitter Without Tap - \$350.00	(MBLDG 510.0000.44730)	\$
Sewer Tap For Lots 7,200 Sq. Ft. Or Less - \$0.00	(MBLDG 520.0000.44830)	\$
Sewer Tap For Lots (Single Family) 7,201 To 12,199 Sq. Ft. (x \$0.012)	(MBLDG 520.0000.44830)	\$
Sewer Tap For Lots (Single Family) 12,200 Sq. Ft. or Greater - \$60.00	(MBLDG 520.0000.44830)	\$
Sewer Tap For Lots (Two Family) 7,201 to 23,866 Sq. Ft. (x\$0.012)	(MBLDG 520.0000.44830)	\$
Sewer Tap For Lots (Two Family) 23,867 Sq. Ft. or Greater - \$200.00	(MBLDG 520.0000.44830)	\$
Sewer Tap For Lots (Three Family) 7,201 to 36,366 Sq. Ft. (x\$0.012)	(MBLDG 520.0000.44830)	\$
Sewer Tap For Lots (Three Family) 36,367 Sq. Ft. or Greater - \$350.00	(MBLDG 520.0000.44830)	\$
Sewer Tap Inspection Fee For Single Family or Duplex - \$60.00	(MBLDG 520.0000.44830)	\$
Inspection Fee Outside the Corporation Limits - Increase 50%	(MBLDG 520.0000.44830)	\$
TOTAL FEE:		\$

I FULLY UNDERSTAND THAT NO EXCAVATION, CONSTRUCTION OR STRUCTURAL ALTERATION, ELECTRICAL OR MECHANICAL INSTALLATION OR ALTERATION OF ANY BUILDING STRUCTURE, SIGN, OR PART THEREOF AND NO USE OF THE ABOVE SHALL BE UNDERTAKEN OR PERFORMED UNTIL THE PERMIT APPLIED FOR HEREIN HAS BEEN APPROVED AND ISSUED BY THE CITY OF NAPOLEON ZONING DEPARTMENT.

I hereby certify that I am the Owner of the named property, or that the proposed work is authorized by the Owner of record and that I have been authorized by the Owner to make this application as his/her authorized agent and I agree to conform to all applicable laws of the jurisdiction. In addition, if a permit for Work described in this application is issued, I certify that the code official or the code official's authorized representative shall have the authority to enter areas covered by such permit at any reasonable hour to enforce the provisions of the code(s) applicable to such permit.

I HEREBY ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTAND THE ABOVE LISTED INSTRUCTIONS.

SIGNATURE OF APPLICANT: Jan C. Sulej

DATE: 9-4-19

BATCH # 41851

CHECK # 4154

DATE 9-4-19



EVERDRY WATERPROOFING

WORK CARD

Phase 1 - EZB Date

9/30/29*

Scheduled Start Date

Aug 28th *
within 6 wks
Install

Sheet
Notice

Confirmed H W

Customer's Name: Steven Busch + Julie Busch

Customer's Address: 900 Haley St

City, State, Zip: Napoleon Ohio 43545

Primary Phone #: 419-579-0358

Secondary Phone #: 419-579-0357

Primary E-mail: _____

Secondary E-mail: _____

Cross Roads / Landmarks: LEONARD.

URGENT: FOR OFFICIAL PROCESSING

Inspector: Jerry H Production Supervisor: Tim

Order Processor: Melissa Materials Drop Ship: _____

Office Mgr.: Gil Foreman: _____

BHA Certified: Tony Quality Control: Jerry J

The No.1 Choice

X

Contract Date 8-28-19

Length 30 x Width 22

Lineal Ft. Total 104

Square Ft. Total _____

FOUNDATION TYPE

- Basement
- Crawl
- Slab
- Block
- Brick
- Poured
- Stone
- Clay Tile
- Mich. Ledge

System Chosen _____

INSIDE PROCEDURES

- Open Inspection Trench
- Inspect and Pack Footer Area
- Pressure Relief Tiles
- Pressure Relief Crock and Lid # _____
- Premium Relief 1/3 hp Pump System # _____
- 1/3 hp Safety Pump W/Battery Rack # _____
- Fill / Seal Wall and Floor Cracks
- Evercrete
- Cove Seal System
- Encapsulation Wall L.F. _____ Floor S.F. _____
- Durashield™ L.F. _____
- EZB Ventilation
- With Conditioner
- STABWALL™ Support Systems # _____

OUTSIDE PROCEDURES

- Dig Inspection Trench
- Seal Above Grade Cracks
- Fill / Seal Wall Cracks - Including,
- Below Insp. Trench To Their Ends
- Sub-soil MDS Drainage Systems (OR)
- Trench and Seal Where Necessary
- Seal Outside Coves
- Backfill and Rake Trenched Areas
- Extend Downspouts - (Temporary Surface)

ACCOMPANYING PHOTOS:

Home 10 Inside # 5 Outside # 5 Crew / Install # _____

IMPORTANT NOTE:

It is suggested that Homeowner remove flowers, plants and bushes in areas where work is to be performed. Contractor cannot guarantee if damaged.

Initial SB

HOMEOWNER PREPARATIONS - INSTRUCTIONS

Initial All

- To Receive Savings of \$1820
- 1. Must Be on 24-48 hr notice
- 2. Move Items 3-5 Ft from walls
- 3. Be Home Between 8-8³⁰ 1st Day
- 4. Allow for Drop Shipments
- 5. Allow Every Day to use \$3800 to Start to process order

SB
SB
SB
SB
SB

P.O. # _____

Circle all that apply

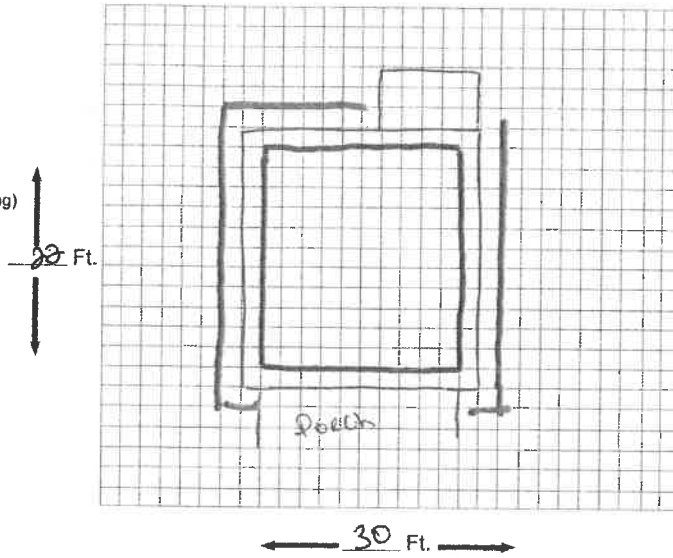
INSIDE AREA

- Bare
- Finished
 - Panel
 - Drywall
 - Carpet
 - Floor Tiles
- Appliances/Fixtures:
 - (indicate location on drawing)
 - Washer/Dryer
 - Sink
 - Toilet
 - Shower
 - Furnace
 - H₂O Tank
 - Fuel Oil Tank
 - Exist. Sump
 - Well Pump and Tank
 - Softener

OUTSIDE AREA

- Landscaping
- Deck
- Bushes
- Trees

IMPORTANT NOTE: Foreman may make adjustments or modifications to initial waterproofing design based on onsite excavation.



Drawing Designed and Reviewed By:

Rep. JH Cust. (Signature)

Inside System -Red Outside Sub-Soil -Green STABLWALL™ -Blue Durashield™ -Yellow

IMPORTANT NOTE:

Termination point for Pressure Relief Pump is at Foreman's discretion. Possibilities include: surface, hill swale, storm drain (if access at house) or any other that is in accordance with local codes.

Initial (Signature)

NOTES TO FOREMAN - SPECIAL INSTRUCTIONS (Reasons To Fix)	Initial All
1 Empty Basement	<u>(Signature)</u>
2 Easy Access through Back Door	<u>(Signature)</u>

Investment 15,375 Deposit 375
 Cash _____ Financed 15,000 CC _____

Buyer is to make the foundation walls and the floor completely bare and accessible in the areas specified by Contractor. Examples of items to be removed by Buyer prior to commencement of work include, but are not limited to, paneling, drywall, carpet, steps, stored goods, etc. Buyer is also responsible for replacement of same; Buyer must notify Contractor before commencing replacement.

Buyer understands and agrees that if Buyer declines to remove impediments including, but not limited to, the items listed above, the effectiveness of the Everdry Waterproofing System will be compromised and may not be fully covered by the Included Warranty or the renewable Master Service Warranty.

Signature *[Signature]* Date 8-28-19

AGREED ADJUSTMENTS

Date:	Initial
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

FOREMANS DRAWING:

Sketch (on site) ←----- Ft. -----→

- downspouts:
- surface _____
- storm sewer _____
- other _____
- sump discharge:
- surface _____
- storm sewer _____
- other _____
- safety pump discharge:
- surface _____
- outside drainage system:
- drywell _____
- other _____
- Ft. ↑
- ↓
- Inside -- Red
- Outside -- Green
- Pump -- Blue
- Discharge -- Blue
- Dura-shield -- Yellow
- Encapsulation
- EZB Ventilation -- EZB
- Dehumidification
- STABLWALL™ -- X

Signature of Customer upon completion of job _____ Date _____
In accordance with contract

LABOR:

Name	1st day	2nd day	3rd day	4th day	5th day

Total Hrs _____ Total Footage _____

EVER DRY WATERPROOFING



www.everdrytoledo.com • 2930 Centennial Road • Toledo, Ohio 43617 • Phone 419-841-6055 • 800-825-6055

This agreement, entered into this 28th day of Aug, 20 19, between EVER DRY WATERPROOFING at 2930 Centennial Rd., Toledo, OH 43617, herein referred to as "Contractor," and

Property Owner(s) STEVEN BUSCH
 Street Address 900 Italey Phone # 419-579-0358
 City Napoleon State Ohio Zip 43545 County Henry Alternate # 419-579-0357

herein referred to as "Property Owner" witness that and hereby agree to as follows;

Contractor agrees to furnish all materials, equipment, and labor necessary to service the below grade masonry for the above named Property Owner. Worked to be performed will be based on the option chosen by Property Owner as detailed below.

I/we Steven Busch the Property Owner(s) have read the reverse side of this agreement and understand that due to the nature of water seepage problems, the services provided by this agreement will not make the area serviced impermeable to water and that additional service may be required should subsequent seepage occur. (See reverse side of this agreement clause No. 9)

The Contractor represents that the installation of the work chosen below will be completed on or before the date of 6 weeks

INSPECTIONS AND SERVICE

It is understood and agreed that at anytime during the warranty period, including both the Included Warranty and the Master Service Warranty as detailed below, it may be necessary for the Contractor to service or inspect the work originally performed. If the Contractor determines this service or inspection is needed, the Buyer must make the floor and/or necessary foundation walls bare and accessible by removing all obstructions completely, or all warranties may be declared null and void.

FOUNDATION TYPE

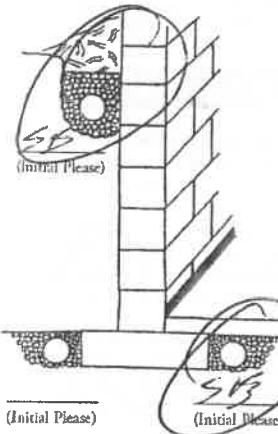
- Basement Brick
 Crawl Space Block
 Slab Poured

DIMENSIONS

(Interior Linal Footage) (Square Footage)

Length 30' Width 22' Total 104' Wall _____ Floor _____

OPTIONS



OPTION 1	OPTION 2	OPTION 3	OPTION 4
Foundation Wall Replacement <input type="checkbox"/> Remove Landscaping <input type="checkbox"/> Excavate wall areas <input type="checkbox"/> Remove damaged wall <input type="checkbox"/> Inspect footer areas <input type="checkbox"/> Install new wall <input type="checkbox"/> Tar coat new wall <input type="checkbox"/> Vapor barrier <input type="checkbox"/> Backfill with stone <input type="checkbox"/> Regrade areas	Outside Wall Excavation <input type="checkbox"/> Remove Landscaping <input type="checkbox"/> Excavate wall areas <input type="checkbox"/> Inspect, clean wall <input type="checkbox"/> Repair wall cracks <input type="checkbox"/> Tar coat wall <input type="checkbox"/> Vapor barrier <input type="checkbox"/> Backfill wall with stone <input type="checkbox"/> Regrade areas	Interior Drain Replacement <input type="checkbox"/> No outside procedures <input type="checkbox"/> No wall work <input type="checkbox"/> Not warranted <input type="checkbox"/> Requires wall disclaimer	Multi Step I/S O/S System <input checked="" type="checkbox"/> Hand dig inspection trench <input checked="" type="checkbox"/> Seal wall cracks <input checked="" type="checkbox"/> Subsoil MDS drain tile <input checked="" type="checkbox"/> Or Trench and Seal <input checked="" type="checkbox"/> Seal above grade cracks <input checked="" type="checkbox"/> Powspouts, splash blocks <input checked="" type="checkbox"/> Regrade areas <input checked="" type="checkbox"/> Seal outside covers
<input type="checkbox"/> No inside procedures <input type="checkbox"/> No floor work <input type="checkbox"/> Not warranted <input type="checkbox"/> Requires floor disclaimer	<input type="checkbox"/> No inside procedures <input type="checkbox"/> No floor work <input type="checkbox"/> Not warranted <input type="checkbox"/> Requires floor disclaimer	<input type="checkbox"/> Open floor perimeter <input type="checkbox"/> Trench floor area <input type="checkbox"/> Drill drainage holes <input type="checkbox"/> Install drain tile <input type="checkbox"/> Seal floor cracks <input type="checkbox"/> Connect to sump pit <input type="checkbox"/> Standard 1/4 HP sump <input type="checkbox"/> Recement floor areas	<input checked="" type="checkbox"/> Open floor perimeter <input checked="" type="checkbox"/> Inspect, and pack footers <input checked="" type="checkbox"/> Pressure relief drain tile <input checked="" type="checkbox"/> Pressure relief sump crack <input checked="" type="checkbox"/> Heavy Duty 1/3 HP Pump <input checked="" type="checkbox"/> Safety pump with battery <input checked="" type="checkbox"/> Pill wall, floor cracks <input checked="" type="checkbox"/> Evercrete™ recement <input checked="" type="checkbox"/> EZ-Breathe ventilation <input type="checkbox"/> With Conditioner <input type="checkbox"/> StablWall # _____ <input type="checkbox"/> DuraShield fig. _____ <input type="checkbox"/> Encapsulation
\$ _____	\$ _____	\$ _____	\$ _____

Average cost per square foot

I / we have reviewed the options available and have chosen the following option

1 _____ 2 _____ 3 _____

I / we agree to pay the Contractor a sum as follows for the work:

CASH PRICE OF WORK \$ 15,375
 DOWN PAYMENT MADE BY OWNER \$ 375
 UNPAID BALANCE \$ 15,000

- Cash upon completion
 To be financed
 Credit Card

INCLUDED WARRANTY Contractor agrees to service the seepage of water through the sub-soil masonry walls and floor for the areas specified of the option chosen above for a period of one year from date of this agreement without additional charge to Property Owner for labor and materials. See reverse side of this agreement for additional details.

MASTER SERVICE WARRANTY This agreement to provide Free Labor and Materials may be extended yearly for an additional sum of \$75.00 per year (hereafter, "Service Fee"), payable each consecutive year by the Property Owner on or before the anniversary date of this agreement, provided the Property Owner has fulfilled all the terms and conditions of this agreement. The Renewable Extended Service Agreement is transferable to new owners at current rate if the property is sold, provided: 1) the Service Fee is current 2) the Contractor is notified in writing of the transfer and 3) the Contractor must authorize transfer in writing. I have read and understand the terms of the included warranty and the renewable extended service agreement.

Property Owner(s) Steven Busch / Date 8-28-19

We, the undersigned, have agreed to the terms and conditions of this agreement and all signed addendums, on the date written above. YOU THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

EDW Rep. (Print) Jason Hanganos / Date 8-28-19 Property Owner Steven Busch / Date 8-28-19
 EDW Rep. (Sig.) _____ / Date _____ Property Owner _____ / Date _____

TERMS AND CONDITIONS

1. This agreement, including any and all signed addendums, contains the entire agreement between the Property Owner and Contractor. Property Owner acknowledges that no promises, representations or warranties except those herein specifically set forth in writing have been made by contractor, and that no modification of, or addition to, any provisions shall be valid or binding upon contractor, unless expressly set forth in writing.

2. Property Owner represents the I/we are the owners of the property to be serviced and that I/we have legal title to said property.

3. The Contractor represents that we are fully licensed in Ohio and Michigan, pay Workers Compensation and that public liability insurance are carried and applicable to the work to be performed under this contract.

4. Property Owner is to make the foundation walls and the floor completely bare and accessible in the areas specified by Contractor. If Property Owner declines to remove such items, the effectiveness of the waterproofing system may be compromised and may not be fully covered by the Included Warranty or the Master Service Warranty.

5. Contractor reserves the right of refusal on all contracts within fourteen (14) days of owner's acceptance and deposit received.

6. The Contractor, at its own expense, may make any changes to or modifications in initial waterproofing, and take any steps necessary for further service if required.

7. PROPERTY OWNER AGREES TO PROVIDE WORKING ELECTRICAL OUTLETS FOR SUBMERSIBLE PUMPS AND EZ BREATHABLE VENTILATION, IF REQUIRED AN APPLICABLE.

8. Property Owner agrees to notify contractor of the location of any hidden fuel, sewer or utility lines or the presence of any hazardous materials. Contractor can not be responsible for damage to same.

9. Contractor will not be responsible for damage to items that may occur as a result of sanitary or storm sewer back up, loss of power or failed sump pumps or any loss due to water seepage through non-basement areas such as : outside shaft wells, chimneys, fireplaces and flues, basement windows or utility lines.

10. Ohio and Michigan law allows three (3) day right of rescission period. Property Owner recognizes that after such time, substantial production costs will have been incurred by Contractor and any and all costs as a result of cancellations beyond this period, without consent of Beverly Waterproofing, will be paid to Contractor by Property Owner in an amount equal to 25% of the contract price, and will be immediately due and payable.

11. If any provision of this Agreement is declared null, void or otherwise unenforceable, such provision shall be deemed to have been severed from this Agreement, which shall otherwise be and remain in force and effect according to its remaining terms. Property Owner understands that any signed waivers that are required to complete this agreement are considered addendums to this agreement and are legal and binding parts of this agreement.

12. Any controversy or claim arising out of or relating to this contract, or breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and any judgment upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof.

MASTER SERVICE WARRANTY

A. **Beverly Wall / Floor Systems:** Contractor agrees to service the seepage of water through the sub-soil masonry walls and / or floor for the areas specified on the front side of this agreement, for a period of one (1) year from date of this agreement without additional charge to Property Owner for labor and materials.

B. **Master Service Warranty:** This agreement to provide three (3) year Labor and Materials may be extended yearly for an additional sum of \$75.00 per year (increasing Service Fee), payable each consecutive year by the Property Owner on or before the anniversary date of this agreement, provided the Property Owner has fulfilled all the terms and conditions of this agreement.

C. **Beverly EZ Breathable Units/Dehumidification System:** Contractor warrants EZ Breathable unit for ten (10) years against defects. Dehumidifiers covered by manufacturer's warranty. Contractor will repair / replace units at no charge to Property Owner within said period. Property Owner agrees to maintain acceptable airflow requirements. Labor to replace free for the life of structure.

D. **Beverly Durasshield:** On stone, brick and clay tile foundations, Contractor can only be responsible for seepage or dampness on walls if Durasshield is installed.

H. **Beverly Wall Bracing:** If SubWall or steel beams are installed to stabilize a cracked or bowing wall, Contractor cannot guarantee straightening of the wall and future wall replacement may be needed. Contractor will refund the cost of SubWall should rebuild be necessary.

F. **Beverly Pressure Relief Pumps:** Pumps are to be used for the Beverly System only. Routine maintenance and cleaning is required by Property Owner. (See homeowners manual for details) Pumps are warranted for 5 years from the date of install. Labor to replace free for the life of structure.

G. **Beverly Safety Pump System:** Contractor agrees to warrant the Safety Pump System for a period of five (5) years. Batteries are warranted for one (1) year. Labor to replace free for the life of structure.

H. Property Owner agrees not to alter, change or modify the contractors work in any manner as they will void any and all warranties.

Property Owner(s) _____ / Date _____
Property Owner(s) *[Signature]* / Date 8-28-15