
SANITARY SEWER GRANT AGREEMENT

THIS AGREEMENT made this 22 day of SEPTEMBER, 2017, by and between the City of Napoleon, a Municipal Corporation, 255 West Riverview Avenue, Napoleon, Ohio, (hereinafter referred to as "City") and Richard A. Fisher, 1135 Kenilworth Ave, Napoleon, OH 43541, (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 1135 Kenilworth Ave doing the following work at said location:
separate storm and sewer systems

City agrees to pay \$ 2500⁰⁰ 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 Earl H Eiling plumbing & Heating, 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 OCT. 28, 2017.

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

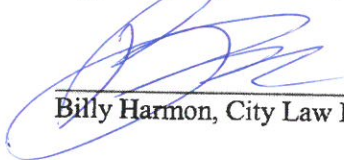
Homeowner

City of Napoleon



Joel L. Mazur, City Manager

Approved as to form and correctness:



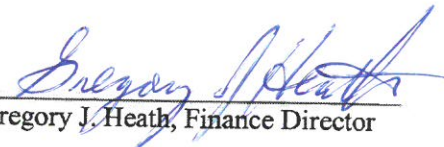
Billy Harmon, City Law Director

* * * * *

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

City of NAPOLTEON

SANITARY SEWER GRANT APPLICATION ORDINANCE 154-01

DATE: 9-22-17

NAME: Richard A. Fisher

ADDRESS: 1135 Kenilworth Ave, Napoleon, Oh 43545

PHONE #: 419 599-1010 CELL #: 419-966-0356

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 Richard A. Fisher have read and fully understand the above and agree to all terms and conditions of this agreement on this 22nd day of September 2017.


APPLICANTS SIGNATURE

9/22/17
DATE

EARL H. ELLING PLUMBING & HEATING

Air Conditioning - High Efficiency Heating

Complete Sales & Service

T-487 SR 108 Napoleon, Ohio 43545

Gerald 598-8991

PROPOSAL SUBMITTED TO RICHARD FISHER		PHONE	DATE 9-12-17
STREET 1135 KENILWORTH		JOB NAME SEWER SEPARATION	
CITY, STATE AND ZIP CODE		JOB LOCATION	
ARCHITECT	DATE OF PLANS	JOB PHONE	

We hereby submit specifications and estimates for:

**DIRECTIONAL BORE 4" DRAIN LINE TO SOUTH CATCH BASIN
CONNECT EXISTING INDOOR SUMP PUMP TO DRAIN LINE
ADD OUTDOOR SUMP PIT AND PUMP ON WEST SIDE OF
HOUSE AND CONNECT DRAIN TO NEW LINE
INSTALL FORMED IN PLACE LINER IN EXISTING
SANITARY SEWER AND BLOCK OFF EXISTING
FOOTER DRAIN TILE CONNECTIONS**

ESTIMATE \$ 15930⁰⁰

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

Payment to be made as follows: _____ dollars (\$ _____).

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from 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 other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature _____

Note: This proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance: _____

Signature _____



QUOTE
NO. 16-127118

"We Specialize in Coatings"

DATE: FEBRUARY 2, 2017

15505 County Road K
Napoleon, Ohio 43545
Phone: 419-762-5744 Fax: 419-762-5535
anconst@bright.net

TO Hugh Schink

SHIP TO Dick Fisher's House

SANITARY SEWER WORK

Furnish material, labor and equipment to install new sewer line from house to City right of way, which includes the following

1. Obtaining all permits and utilities markings
2. Trench 4" sch 35 piping.
3. Bed piping in 6" of # 8 stone above and below piping.
4. One cleanout installed near house.
5. All tie in work to existing piping to be done with Ferncos.
6. Stone at 6" thick in absence of concrete sidewalk for winter.
7. All spoils left on site.
8. A & N Construction, Inc. is not responsible for tree/shrub or yard damage.

Exclusions

1. Fence removal.
2. Final grading, grass seeding or landscaping.
3. Electrical or pump work.
4. Tree/shrub trimming or removal.

We propose to furnish equipment, labor, material and supervision-complete in accordance with specifications above for the sum of:

Five thousand five hundred nineteen and no/100 Dollars (\$5,519.00)

Payment terms: Net 30. Finance charge of 1.5% monthly (18%annually) on all over due accounts.

Authorized signature Alan Brown

This proposal may be withdrawn by us if not accepted in 30 days.

All work is to be completed in a workmanlike manner. Any alterations or deviations 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.

Acceptance of proposal - the above prices, specifications and conditions are satisfactory and hereby accepted.

Signature _____ Date _____



QUOTE
NO. 16-127118.1

"We Specialize in Coatings"

DATE: FEBRUARY 2, 2017

15505 County Road K
Napoleon, Ohio 43545
Phone: 419-762-5744 Fax: 419-762-5535
anconst@bright.net

TO Hugh Schink

SHIP TO Dick Fisher's House

STORM SEWER WORK

Furnish material, labor and equipment for the following

1. Trench in 100' of 4" of sch 35 piping at 30" to 36" below grade.
2. Bed pipe in 6" of #8 stone.
3. Tie into City pipe at back of lot according to City specs.
4. Install ADS sump crock outside with necessary piping.
5. All spoils left on site.
6. A & N Construction, Inc. is not responsible for tree/shrub or yard damage.

Exclusions

1. Fence removal.
2. Final grading, grass seeding or landscaping.
3. Electrical or pump work.
4. Tree/shrub trimming or removal.

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Signature _____ Date _____

THANK YOU FOR YOUR BUSINESS!