

# City of NAPOLEON

## SANITARY SEWER GRANT APPLICATION

ORDINANCE 154-01

DATE: 4/11/13

NAME: Jeff Waisner

ADDRESS: 915 W. Main St.

PHONE #: \_\_\_\_\_ CELL #: 419-591-6725

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.

**SCANNED**

4-30-13

- 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 Jeff Waigner have read and fully understand the above and agree to all terms and conditions of this agreement on this 11 day of April, 2013.

  
\_\_\_\_\_  
**APPLICANTS SIGNATURE**

4/11/13  
\_\_\_\_\_  
**DATE**

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# SANITARY SEWER GRANT AGREEMENT

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THIS AGREEMENT made this 29 day of April, 2013, by and between the City of Napoleon, a Municipal Corporation, 255 West Riverview Avenue, Napoleon, Ohio, (hereinafter referred to as "City") and Jeffrey L. Waizner, \_\_\_\_\_, (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

915 W. Main St. doing the following work at said location:

repair sewer pipe + cap gutter drain

City agrees to pay \$ 2500 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 Gray's Concrete & Construction, 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

6/30/13

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.

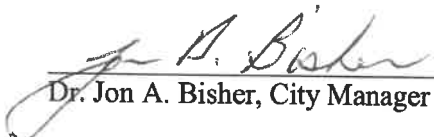
13. This Agreement is binding on the parties, their heirs or successors and assigns.

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:

  
\_\_\_\_\_  
Trevor M. Hayberger, 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



Gray's Concrete + Construction \_\_\_\_\_ CONTRACTORS INVOICE

Rd. F1  
Halgate, Ohio 43527

WORK PERFORMED AT:  
915 West Main  
Sewer pipe Brook

TO: Jeff Waisner  
915 West Main  
Napoleon OHIO 43545

DATE: 4-24-13 YOUR WORK ORDER NO. OUR BID NO.

DESCRIPTION OF WORK PERFORMED

Cut Asphalt  
Remove Dirt / Stone  
Replace Broken pipe 4"  
Back fill w/ stone  
Replace Black top  
Labor

Thank You  
total 4100.<sup>00</sup>

All Material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the above work and was completed in a substantial workmanlike manner for the agreed sum of Four thousand one hundred <sup>14</sup>/<sub>100</sub> Dollars (\$ 4100.<sup>00</sup>).

This is a  Partial  Full invoice due and payable by: \_\_\_\_\_  
in accordance with our  Agreement  Proposal No. \_\_\_\_\_ Dated \_\_\_\_\_  
Month Day Year Month Day Year

M. Clark and Sons Construction "LLC"  
F-338 CR 16-C  
Holgate, Ohio 43527  
Home 419-264-7265 Cell 419-591-9453

Estimate For: Jeff Waisner

Estimate date:4/24/13

QTY	DESCRIPTION	AMOUNT
	Repair sewer tap in front of residence at 915 W Main st Napoleon,OH 43545	
		\$4450