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## SANITARY SEWER GRANT AGREEMENT

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THIS AGREEMENT made this 30 day of Oct, 2002, by and between the City of Napoleon, a Municipal Corporation, 255 West Riverview Avenue, Napoleon, Ohio, (hereinafter referred to as "City") and Neal Benecke, 1095 Westchester, Napoleon, Ohio (hereinafter 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 1095 Westchester doing the following work at said location: \_\_\_\_\_

City agrees to pay \$ 887.75 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 ECLING PUMPS & 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 APRIL 30 2003.

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 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. <sup>AND WILL</sup>

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.

Neal F. Benecke  
Homeowner Neal F. Benecke

Homeowner

City of Napoleon

Dr. Jon A. Bisher  
Dr. Jon A. Bisher, City Manager

Approved as to form and correctness:

David M. Grahn  
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  
Gregory J. Heath, Finance Director

# Proposal

Page No. of Pages

## 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 <b>NEAL BENECKE</b>		PHONE <b>FAX 599-5232</b>	DATE <b>10-29-02</b>
STREET <b>1895 WESTCHESTER</b>		JOB NAME	
CITY, STATE AND ZIP CODE <b>NAPOLEON, OHIO</b>		JOB LOCATION	
ARCHITECT	DATE OF PLANS	JOB PHONE	

We hereby submit specifications and estimates for:

**PROVIDE LABOR & MATERIAL FOR INSTALLATION OF  
FOUR UNDERGROUND DOWNSPOUT KITS  
ONE DISCHARGE PIPE BY GARAGE TO EDGE OF DRIVEWAY  
REPIPE SUMP PUMP INTO NORTHEAST DOWNSPOUT KIT**

**ESTIMATE \$1325<sup>00</sup>**

*Verify  
ownership  
  
Joe*

**We Propose** hereby to furnish the work specified in the above specifications, for the sum of \_\_\_\_\_

Payment to be made as follows:

dollars (\$ \_\_\_\_\_)

**SIGN  
HERE**

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

*Richard Elting*

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.

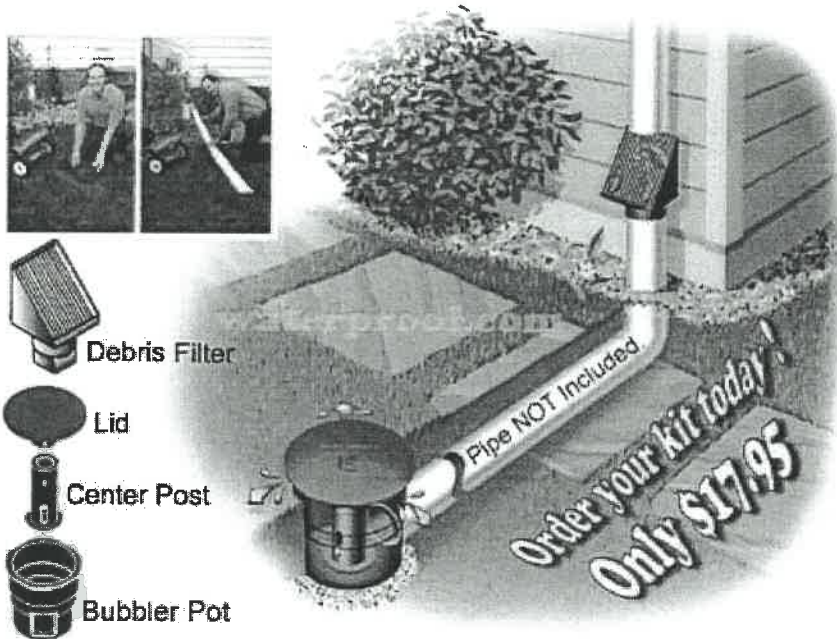
Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

**Drain water away from your foundation!**

**New! ...UnderGround DownSpout K Kits**



[Installation info](#)  
[Debris filter](#)  
[Lid](#)  
[Center post](#)  
[Bubbler pot](#)

**Buy Now**

**Contractors Click Here**

[Return to home page](#)

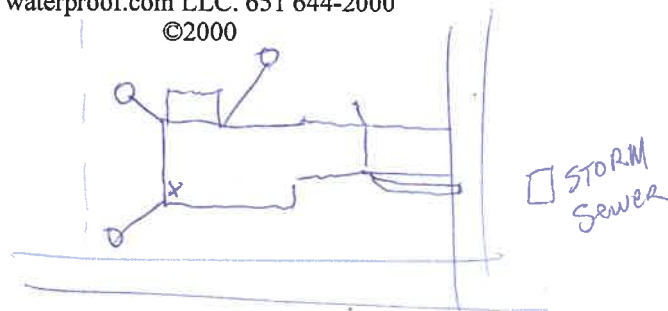
Under ground downspouts keep roof water away from your foundation! Proper landscape around the foundation of your home can be very effective at keeping the water from reaching basement. Back fill any low areas, and slope the ground away from the foundation. The main problem with landscape drainage is downspouts that discharge the water right next to the foundation. An innovative product used with seamless gutters on over 90 thousand homes is our new UnderGround DownSpout Kit! Water freely falls into a debris filter and flows underground through 8 feet of pipe. As water fills up in the bubbler pot the lid raises up to let water evenly flow over onto drainage slots in the bubbler pot lets standing water filter down into the ground. The solid lid will then drop down and seal out grass clippings and dirt. Install UnderGround DownSpout Kits for your landscape drainage!

Waterproof.com LLC 1253 Hallmark Ct. N. Oakdale, Minnesota 55128



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# Proposal

## 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 <b>NEAL BENECKE</b>		PHONE <b>599-3117</b>	DATE <b>9-18-02</b>
STREET <b>1095 WESTCHESTER</b>		JOB NAME <b>WORK 599-1015</b>	
CITY, STATE AND ZIP CODE <b>NAPOLEON, OHIO</b>		JOB LOCATION	
ARCHITECT	DATE OF PLANS	JOB PHONE	

We hereby submit specifications and estimates for:

CONNECT FOUR DOWNSPOUTS AND SUMP PUMP INTO  
 NEW 4" DRAINAGE TILE  
 BORE UNDER SHARED DRIVEWAY AND CONNECT  
 4" TILE INTO EXISTING STORM SEWER ON  
 SOUTH SIDE OF NEIGHBOR'S DRIVEWAY  
 RUN DISCHARGE FROM FIFTH DOWNSPOUT (NORTHWEST CORNER)  
 ONTO SURFACE OF DRIVEWAY

ESTIMATE \$ 2610<sup>00</sup>

**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

*Richard Elling*

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 \_\_\_\_\_

Signature \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

