

**VILLAGE OF CHAGRIN FALLS
UTILITIES COMMITTEE
March 22, 2011**

Members present: Patton, Williams, Evans
Also present: Himes, Lannon

The meeting was called to order at 5:30 p.m. by Chairman Steven Patton.

AGREEMENT WITH FIRSTENERGY SOLUTIONS CORP.

Mr. Himes said in January of 2010 we entered into a sixteen month supply contract with FirstEnergy and that expires on May 31st of this year. The net savings for that contract was about \$39,000 over the term. The proposal for extending that contract shows a one-year, two-year, and a three-year extension. The three-year proposal would save us about \$8,000 a year over our current pricing. Mr. Himes said the prices they give are only good for five days. They will refresh these prices Friday so they will be effective for the Council meeting. They have already gone up slightly but it will still be lower than our current price.

Mrs. Evans asked if they could get better pricing if they went in with the schools? Mr. Himes said he will ask.

Moved by Mr. Williams, seconded by Mrs. Evans that obviously pending review of the adjusted rates that we accept the three-year proposed rate that FirstEnergy is offering us. All voted affirmatively.

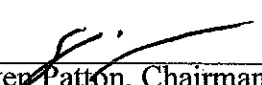
ENERGY AUDIT

Mr. Himes said back in October of last year we applied for an energy audit grant through the Cuyahoga County Planning Commission. They've received federal funds; department of energy funds. The primary goals are to improve energy efficiency to build capacity through conservation and to reduce emissions. The county got 5.7 million dollars and they have dedicated three million dollars to the local communities in Cuyahoga County for these energy audits, or what they call the municipal energy program. It could either be for audits, or if you have already done an audit it could be for improvements. It is 100% funded through the grant, which is \$20,000. It will be what they call an "ASHRAE LEVEL II" Energy Audit, and that is the American Society of Heating and Refrigeration and Air Conditioning Engineers Level II Audit. They will do an actual calculation of your base energy usage and make recommendations on how you can improve your energy efficiency and what the payback period is for those improvements.

Mr. Himes said the Village's engineer has a pre-approved energy auditor on staff so I am recommending that we simply utilize their services under our contract with them.

Moved by Mrs. Evans, seconded by Mr. Williams that we approve the energy audit. All voted affirmatively.

The meeting adjourned at 5:50 p.m.



Steven Patton, Chairman
lgb

**VILLAGE OF CHAGRIN FALLS
UTILITIES COMMITTEE**

June 13, 2011

Members present: Patton, Evans, Williams
Also present: Himes, Subel, Lannon, Edwards

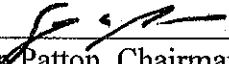
The meeting was called to order at 7:30 p.m. by Chairman Steven Patton.

**EROSION AND SEDIMENT CONTROL UPDATE; COMPREHENSIVE STORM WATER
MANAGEMENT UPDATE; ILLICIT DISCHARGE AND ILLEGAL CONNECTION
CONTROL NEW CHAPTER**

Mr. Himes said the EPA has regulated point sources like our treatment plant and things like that where we have a pipe and they can measure what is coming out of it. Having regulated those pretty tightly, the water ways are mostly impacted by non-point sources or storm water runoff. The Village is what they call a municipal separate storm sewer system. We have storm sewers and sanitary sewers so we are regulated through the same system as the treatment plant and we have a permit. The National Pollutant Discharge Elimination System establishes permits for discharging water to the water ways. We have a storm water permit along with a permit for the waste water treatment plant. Back in 2005 we adopted the Erosion and Sediment Control Chapter and in 2006 we adopted a Comprehensive Storm Water Management Chapter. Both of those have to comply with the federal rules on storm water management.

The Committee reviewed and discussed Ordinance No. 2011-38, Ordinance No. 2011-39, and Ordinance No. 2011-40.

The meeting adjourned at 7:50 p.m.



Steven Patton, Chairman
lgb

**VILLAGE OF CHAGRIN FALLS
UTILITIES COMMITTEE
November 14, 2011**

Members present: Patton, Williams, Evans

Also present: Himes, Milko, Subel, Vedder, Edwards, Byron, Lannon

The meeting was called to order at 7:45 p.m. by Chairman Steven Patton.

EASEMENT AGREEMENT - 612 NORTH STREET

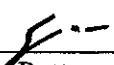
Mr. Himes explained that there are four houses on this property on a single, private waterline. It was originally developed as a family compound and when they built the homes they put one water line in with one master meter out at the street and the waterline divided off to each individual house. Each house is now individually owned and each homeowner would like to receive an individual water bill directly from the village. Some years ago individual meters were installed so that they could measure how much water each one was using but they are still getting just one bill and they have to divide that bill between the four property owners.

Mr. Himes said the conditions are that there will be no cost to the village, there would be no manual calculation of the water bills, and they would have to grant us an easement for access for shut-offs and readings. He said we will still maintain the master meter. The billing software can set it up where the four individual bills will be compared to the master meter and if there is a difference there will be another bill generated, which they will be responsible for as well. We are not taking on the risk of leaks on this private water line and that kind of thing.

Mr. Williams asked if they are all on septic systems? Mr. Himes said no, three of them are on septic systems and one has sewers.

Moved by Mr. Patton, seconded by Mrs. Evans that we recommend to Council, at tonight's meeting, that we pass the ordinance which permits the Mayor to enter into the easement as we discussed.

The meeting adjourned at 7:52 p.m.



Steven Patton, Chairman

lgb

**AN ORDINANCE
AUTHORIZING THE MAYOR TO ENTER INTO AN
EASEMENT AGREEMENT WITH ROBERT AND LYNN
ALEKSOV, JAMES AND CHRISANNE BEGAM, EDWARD
AND JOANNE COWAN, AND THOMAS AND KATHLEEN
HAVENER, AND DECLARING AN EMERGENCY.**

WHEREAS, Robert and Lynn Aleksov, James and Chrisanne Begam, Edward and Joanne Cowan, and Thomas and Kathleen Havener ("parties") own certain real property that receives water service from the Village of Chagrin Falls via a shared water line; and

WHEREAS, a quarterly water bill is issued for the total usage of water by all parties; and

WHEREAS, the parties desire to receive individual water bills and have agreed to execute and record an agreement requiring each of the parties to have an outside water meter reader and an outside main water shut-off valve installed at their respective residences; and

WHEREAS, such agreement requires the parties to grant an easement to the Village permitting access to read the individual meters, to shut off water, and perform such other actions as the Village deems necessary to provide water service to the parties; and

WHEREAS, the parties have executed an easement agreement granting the Village such access; and

WHEREAS, this Council desires to authorize the Mayor to accept the easements.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE
OF CHAGRIN FALLS, CUYAHOGA COUNTY, STATE OF OHIO:**

SECTION 1. That the Mayor be and is hereby authorized to accept the easements authorized by the Easement Agreement of Robert and Lynn Aleksov, James and Chrisanne Begam, Edward and Joanne Cowan, and Thomas and Kathleen Havener. A copy of the Easement Agreement is appended hereto and incorporated herein by reference, provided that such agreement shall be amended as determined necessary by the Director of Law to protect the interests of the Village of Chagrin Falls. The Mayor may execute such further documentation and perform such additional actions as may be necessary to carry out the purpose of the Easement Agreement.

SECTION 2. That actions of this Council concerning and relating to the passage of this legislation were adopted in lawful meetings of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action were in compliance with all legal requirements, including Chapter 114 of the Codified Ordinances of the Village of Chagrin Falls.

SECTION 3. That in accordance with Section 113.01 of the Codified Ordinances of the Village of Chagrin Falls, public notice of this Ordinance shall be given by posting a copy thereof for not less than fifteen (15) days in the Village Hall.

SECTION 4. That this Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health and safety of this Village and for the further reason that this Ordinance must be immediately effective so that the Village may provide for the immediate execution of the Easement Agreement and thereby grant the Village access, in the event of an emergency or other unforeseen circumstances, to the water lines servicing the properties owned by the parties that are subject to the Easement Agreement; wherefore, provided it receives the requisite number of affirmative votes of all members elected to Council, this Ordinance shall be in full force and effect from and immediately upon its passage by this Council and approval by the Mayor; otherwise, it shall take effect and be in force after the earliest period allowed by law.

PASSED: _____, 2011

Council President

Submitted to the Mayor for
his approval on this
_____ day of _____, 2011

Approved by the Mayor

_____, 2011

Mayor

I hereby certify that Ordinance No. 2011-____ was duly enacted on the ____ day of _____, 2011, by the Council of the Village of Chagrin Falls and posted in accordance with Section 113.01 of the Codified Ordinances of the Village of Chagrin Falls.

Clerk of Council

**EASEMENT TO VILLAGE OF CHAGRIN FALLS, OHIO
REGARDING WATER LINES**

1. This Easement Regarding Water Cable Lines (the "Agreement"), is made and entered into at Chagrin Falls, Ohio, on this _____ day of _____, 2011, by and among the following the Village of Chagrin Falls, a political subdivision of the State of Ohio ("Grantee" or "Village") and the following (the "Grantors"):
 - a. Robert Aleksov and Lynn Aleksov ("Aleksov") of 616 North Street, Chagrin Falls, Ohio 44022;
 - b. James A. Begam and Chrisanne Stavros, n/k/a Chrisanne Stavros Begam ("Begam"), of 612 North Street, Chagrin Falls, OH 44022;
 - c. Edward G. Cowan and Joanne E. Cowan ("Cowan") of 614 North Street, Chagrin Falls, 44022; and
 - d. Thomas G. Havener and Kathleen B. Havener ("Havener") of 15511 Russell Road, Russell Township, OH 44022.

2. This Easement impacts the following Permanent Parcel Numbers located in Cuyahoga County, Ohio:
 - i. 931-24-002 (owned by Begam),
 - ii. 931-24-006 (owned by Aleksov),

iii. 931-24-007 (owned by Cowan)

iv. 931-24-010 and 931-24-011 (owned by Havener);

as well as the following property evidenced by deeds recorded by the County Recorder of Geauga County, Ohio, at:

v. Vol. 1778, pg. 1290 (owned by Aleksov)

vi. Volume 1330, pg. 679 (owned by Cowan)

vii. Volume 1417, pg. 705 and Volume 1851, pg. 1505 (owned by Havener).

The above-referenced Permanent Parcel Numbers in Cuyahoga County and Geauga County, Ohio, shall be referred to herein as the "Property."

3. Prior to the ownership of any of the property affected by this Agreement by the Grantors, a water line was constructed which extends from the concrete vault adjacent to North Street on land currently owned by Aleksov (the "Pit"), across said land, extending onto and across land currently owned by Havener, and extending onto and across land currently owned by Cowan (the "Main Water Line");
4. A tributary water line diverges from the Main Water Line and extends to the residence currently owned by Aleksov, which tributary water line does not cross any land owned by any other party (Tributary Water Line 1);
5. A tributary water line diverges from the Main Water Line and extends across land belonging to Aleksov to the residence currently owned by Havener (Tributary Water Line 2);

6. A tributary water line diverges from the Main Water Line and crosses land owned by both Alexsov and Havener and extends to the residence currently owned by Begam (Tributary Water Line 3);
7. A tributary water line diverges from the Main Water Line and crosses land owned by both Alexsov and Havener and to the residence currently owned by Cowan (Tributary Water Line 4).

NOW, THEREFORE, for the sum of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors and Grantee agree to the foregoing and as follows:

1. Grant of Easement. Grantors hereby grant to Grantee, its employees, agents, contractors, designees, successors and assigns forever, a perpetual easement for delivery of water, water line maintenance, inspection, and repair and other related purposes, including reading of the water mains and accessing the main shut-off valves, in, through, over, under and upon the Property, together with (a) the right of ingress and egress through the Property at all times for the purpose of accessing the Property; (b) the right to construct, install, operate, repair, replace, relocate, inspect and maintain water lines, including, but not limited to, lines, piping, conduits, valves, and related appurtenances; (c) the right to add to, operate, maintain, repair, replace or remove any of the foregoing, and forever to have and to hold such rights and easements under the conditions herein set forth; and (d) the right to do any and all things necessary, proper or incidental to the successful operation and maintenance of the easement granted herein. Grantor shall have the right to use the Property for purposes not inconsistent with Grantee's, and its successors and assigns, full enjoyment of the rights herein granted.
2. No Third Party Rights. The parties hereto expressly do not intend by execution of this Easement Agreement to create in the public, or any member thereof, any rights as a third party beneficiary or to authorize anyone not a party hereof to maintain a suit for any damages pursuant to the terms of this Easement Agreement.
3. Ownership of Property. Grantors, for themselves, their successors and assigns, covenants with Grantee, its successors and assigns, that Grantors are lawfully seized of the Property and will forever warrant and defend the same unto Grantee,

its successors and assigns, against all claims of all persons whomsoever.

4. Relationship to Parties. Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, of partnership or of joint venture between the parties hereto, it being understood and agreed that no provision contained herein or any act of the parties hereto shall be deemed to create any relationship other than grantor and grantee of the rights and easements set forth herein.
5. Waiver. The waiver by the Grantee of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition for any subsequent breach of the same or any other term, covenant, or condition herein contained.
6. Severability. If and to the extent that any court of competent jurisdiction finds any term or provision of this Easement Agreement to be invalid or unenforceable, such invalidity shall not affect the balance of that provision or the remaining provisions of this Easement Agreement, which shall remain in full force and effect.
7. Governing Law; Venue. This Easement Agreement has been negotiated and executed in the State of Ohio and relates to real property located in the State of Ohio. All questions concerning the validity or intention of this Easement Agreement shall be resolved under the laws of the State of Ohio. The Village and the Parties to this Easement Agreement hereby designate the Court of Common Pleas of Cuyahoga County, Ohio, as the court of proper jurisdiction and exclusive venue for any actions or proceedings relating to this Agreement; hereby irrevocably consent to such designation, jurisdiction and venue; and hereby waive any objections or defenses relating to jurisdiction or venue with respect to any action or proceeding initiated in the Court of Common Pleas of Cuyahoga County, Ohio.
8. Modification. This Easement Agreement, or any easement or covenant set forth herein, may not be amended, terminated, rescinded or otherwise modified, in whole or in part, except by a written instrument executed by the Village and the Parties hereto, or their respective heirs, executors, representatives, successors and assigns, and recorded with the Recorder's Office, Cuyahoga County, Ohio and the Recorder's Office, Geauga County, Ohio with reference made to this Easement Agreement.
9. Covenants to Run with the Land. This Easement Agreement constitutes a covenant which runs with the land and shall inure to the benefit of and shall be binding upon the parties hereto, and the respective successors and assigns of Grantors and Grantee.

10. Recording Costs. The Grantors agree to assume all costs associated with the filing of this Easement Agreement in Cuyahoga County, Ohio, and Geauga County, Ohio.
11. Notice. Any notice, demand, request, approval, instruction or communication that the Village and/or any of the Parties desire to give or are requested to give shall be in writing and either delivered personally or sent by United States registered or certified mail, return receipt requested, postage prepaid, or by prepaid overnight express courier, and addressed as follows:

To Grantee Village of Chagrin Falls: Chief Administrative Officer
Village of Chagrin Falls
21 West Washington Street
Chagrin Falls, Ohio 44022

To Grantor Robert Aleksov: Robert Aleksov
616 North Street
Chagrin Falls, Ohio 44022

To Grantor Lynn Aleksov: Lynn Aleksov
616 North Street
Chagrin Falls, Ohio 44022

To Grantor James A. Begam: James A. Begam
612 North Street
Chagrin Falls, Ohio 44022

To Grantor Chrisanne Stavros Begam: Chrisanne Stavros Begam
612 North Street
Chagrin Falls, Ohio 44022

To Grantor Edward Cowan: Edward Cowan
614 North Street
Chagrin Falls, Ohio 44022

To Grantor Joanne Cowan: Joanne Cowan
614 North Street
Chagrin Falls, Ohio 44022

To Grantor Thomas G. Havener:

Thomas G. Havener
15511 Russell Road
Chagrin Falls, Ohio 44022

To Grantor Kathleen B. Havener:

Kathleen B. Havener
15511 Russell Road
Chagrin Falls, Ohio 44022

IN WITNESS WHEREOF, the Grantors and the Grantee have duly executed this Easement Agreement as of the date first written above.

GRANTOR: Robert Aleksov

STATE OF OHIO)
)
COUNTY OF _____) SS:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Grantor, who acknowledged that he did execute the foregoing instrument and that the same is his own free act and deed as such representatives and the free act and deed of Grantor.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this _____ day of _____, 2011.

Notary Public

GRANTOR: James A. Begam

STATE OF OHIO)
)
COUNTY OF _____)

SS:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Grantor, who acknowledged that he did execute the foregoing instrument and that the same is his own free act and deed as such representatives and the free act and deed of Grantor.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this _____ day of _____, 2011.

Notary Public

GRANTOR: Chrisanne Stavros Begam

STATE OF OHIO)
)
COUNTY OF _____)

SS:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Grantor, who acknowledged that he did execute the foregoing instrument and that the same is his own free act and deed as such representatives and the free act and deed of Grantor.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this _____ day of _____, 2011.

Notary Public

GRANTOR: Edward Cowan

STATE OF OHIO)
)
COUNTY OF _____) SS:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Grantor, who acknowledged that he did execute the foregoing instrument and that the same is his own free act and deed as such representatives and the free act and deed of Grantor.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this _____ day of _____, 2011.

Notary Public

GRANTOR: Joanne Cowan

STATE OF OHIO)
)
COUNTY OF _____)

SS:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Grantor, who acknowledged that he did execute the foregoing instrument and that the same is his own free act and deed as such representatives and the free act and deed of Grantor.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this _____ day of _____, 2011.

Notary Public

GRANTOR: Thomas G. Havener

STATE OF OHIO)
)
COUNTY OF _____)

SS:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Grantor, who acknowledged that he did execute the foregoing instrument and that the same is his own free act and deed as such representatives and the free act and deed of Grantor.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this _____ day of _____, 2011.

Notary Public

GRANTOR: Kathleen B. Havener

STATE OF OHIO)
)
COUNTY OF _____)

SS:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Grantor, who acknowledged that he did execute the foregoing instrument and that the same is his own free act and deed as such representatives and the free act and deed of Grantor.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this _____ day of _____, 2011.

Notary Public

This instrument was prepared by:

Kathleen B. Havener, Esq.
15511 Russell Road
Chagrin Falls, Ohio 44022
440-893-0188

ACCEPTANCE

The undersigned, the Mayor of the Village of Chagrin Falls, does hereby consent to and accept the Easement and all obligations imposed thereby.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Acceptance this _____ day of _____, 2011.

GRANTEE:

The Village of Chagrin Falls, Ohio

By: _____
Thomas Brick, Mayor
Village of Chagrin Falls

STATE OF OHIO)
)
COUNTY OF _____)

SS:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Grantor, who acknowledged that he did execute the foregoing instrument and that the same is his own free act and deed as such representatives and the free act and deed of Grantor.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this _____ day of _____, 2011.

Notary Public

Approved as to form:

**Stephen L. Byron, Law Director
Village of Chagrin Falls, Ohio**

When fully executed this document shall be recorded in the Office of the County Recorder of Geauga County, Ohio and in the Office of the County Recorder of Cuyahoga County, Ohio.