

NEW LEGISLATION

June 27, 2016

Temp. No.	Introduced	Committee	Description
A-53	6/27/16	Fin	An ordinance authorizing the Director of Public Service to enter into a contract or contracts, according to law, for overhead line clearance services including tree maintenance, tree and brush removal services, and mowing, for a period not to exceed two years, and declaring an emergency.
A-54	6/27/16	Fin	An ordinance authorizing the Director of Public Service to enter into an energy purchase agreement known as the "2023-2025 Fixed Volume Energy Supply Schedule" with American Municipal Power, Inc., and declaring an emergency.
A-55	6/27/16	PI	An ordinance authorizing the Mayor to grant a sanitary sewer easement on a portion of City owned Parcel No. 3506494 to the County of Summit, Ohio, for the purpose of extending sanitary sewer service to the Enclave at Old Mill Pond residential subdivision, and declaring an emergency.

CALENDAR

June 27, 2016

The following legislation will be up for passage at the Council Meeting on June 27, 2016.

Temp. No.	Introduced	Committee	Description
A-48	6/13/16	PZ	An ordinance accepting the Planning Commission approval, findings and conditions of Decker Manufacturing at 90 Cuyahoga Falls Industrial Parkway located on Parcel 35-05703 and Parcel 35-05898, and declaring an emergency.
A-49	6/13/16	Fin	An ordinance authorizing the Mayor to enter into a contract or contracts, without competitive bidding, with WatchGuard Video for the lease and/or purchase of twenty-two (22) in-car video cameras and all necessary accessories for use by the Police Department, and declaring an emergency.
A-50	6/13/16	Fin	An ordinance authorizing the Director of Public Service to enter into a contract or contracts, according to law, for city-wide tree removal, trimming, and stump grinding, and declaring an emergency.
A-51	6/13/16	PI	An ordinance authorizing the Director of Public Service to enter into a contract or contracts, according to law, for the repair and resurfacing of Steels Corners Road from State Road to Wyndham Ridge Drive, in the City of Cuyahoga Falls, and declaring an emergency.
A-52	6/13/16	PA	An ordinance amending the Traffic Control File by providing for installation of various traffic control devices, and declaring an emergency.

PENDING LEGISLATION

June 27, 2016

Temp. No.	Introduced	Committee	Description
A-48	6/13/16	PZ	An ordinance accepting the Planning Commission approval, findings and conditions of Decker Manufacturing at 90 Cuyahoga Falls Industrial Parkway located on Parcel 35-05703 and Parcel 35-05898, and declaring an emergency.
A-49	6/13/16	Fin	An ordinance authorizing the Mayor to enter into a contract or contracts, without competitive bidding, with WatchGuard Video for the lease and/or purchase of twenty-two (22) in-car video cameras and all necessary accessories for use by the Police Department, and declaring an emergency.
A-50	6/13/16	Fin	An ordinance authorizing the Director of Public Service to enter into a contract or contracts, according to law, for city-wide tree removal, trimming, and stump grinding, and declaring an emergency.
A-51	6/13/16	PI	An ordinance authorizing the Director of Public Service to enter into a contract or contracts, according to law, for the repair and resurfacing of Steels Corners Road from State Road to Wyndham Ridge Drive, in the City of Cuyahoga Falls, and declaring an emergency.
A-52	6/13/16	PA	An ordinance amending the Traffic Control File by providing for installation of various traffic control devices, and declaring an emergency.

2
3 CITY OF CUYAHOGA FALLS, OHIO

4
5 ORDINANCE NO - 2016

6
7 AN ORDINANCE AUTHORIZING THE DIRECTOR OF
8 PUBLIC SERVICE TO ENTER INTO A CONTRACT OR
9 CONTRACTS, ACCORDING TO LAW, FOR OVERHEAD
10 LINE CLEARANCE SERVICES INCLUDING TREE
11 MAINTENANCE, TREE AND BRUSH REMOVAL
12 SERVICES, AND MOWING, FOR A PERIOD NOT TO
13 EXCEED TWO YEARS, AND DECLARING AN
14 EMERGENCY.

15
16 BE IT ORDAINED by the Council of the City of Cuyahoga Falls, County of Summit
17 and State of Ohio, that:

18
19 Section 1. The Director of Public Service is hereby authorized to enter into a
20 contract or contracts, according to law, for overhead line clearance services, including
21 tree maintenance, tree and brush removal services, and mowing, for a period not to
22 exceed two years.

23
24 Section 2. The Director of Finance is hereby authorized and directed to make
25 payment for same from the Electric Fund, Line Item Other Operations.

26
27 Section 3. Any other ordinances and resolutions or portions of ordinances and
28 resolutions inconsistent herewith hereby repealed, but any ordinances and resolutions
29 or portions of ordinances and resolutions not inconsistent herewith and which have not
30 previously been repealed are hereby ratified and confirmed.

31
32 Section 4. It is found and determined that all formal actions of this Council
33 concerning and relating to the adoption of this ordinance were adopted in an open
34 meeting of this Council and that all deliberations of this Council and of any of its
35 committees that resulted in such formal action were in meetings open to the public, in
36 compliance with all legal requirements including Chapter 107 of the Codified
37 Ordinances.

38
39 Section 5. This ordinance is hereby declared to be an emergency measure necessary
40 for the preservation of the public peace, health, safety, convenience and welfare of the
41 City of Cuyahoga Falls and the inhabitants thereof and provided it receives the
42 affirmative vote of two-thirds of the members elected or appointed to Council, it shall
43 take effect and be in force immediately upon its passage and approval by the Mayor;
44 otherwise it shall take effect and be in force at the earliest period allowed by law.

45
46
47 Passed: _____

President of Council

48
49
50
51
52 _____

Clerk of Council

53
54
55 Approved: _____

Mayor

56
57
58 6/27/16

59 O:\2016ords\tree.services.electric dept.doc

2
3 CITY OF CUYAHOGA FALLS, OHIO

4
5 ORDINANCE NO. - 2016

6
7 AN ORDINANCE AUTHORIZING THE DIRECTOR OF
8 PUBLIC SERVICE TO ENTER INTO AN ENERGY
9 PURCHASE AGREEMENT KNOWN AS THE "2023-
10 2025 FIXED VOLUME ENERGY SUPPLY SCHEDULE"
11 WITH AMERICAN MUNICIPAL POWER, INC., AND
12 DECLARING AN EMERGENCY.
13
14

15 WHEREAS, the City owns and operates an electric utility system for the sale
16 of electric power and associated energy for the benefit of its citizens and
17 taxpayers; and
18

19 WHEREAS, in order to satisfy the electric energy requirements of its electric
20 utility system, the City has purchased electric capacity and energy from American
21 Municipal Power, Inc. ("AMP"), of which the City is a Member; and
22

23 WHEREAS, pursuant to Ord. No. 127-2005, AMP and the City have entered
24 into a Master Services Agreement ("MSA"), which sets forth general terms and
25 conditions under which, among other things, AMP may sell and the City may
26 purchase electric capacity and energy and other services through Schedules to
27 the MSA; and
28

29 WHEREAS, in furtherance of this purpose, AMP has committed to and will
30 negotiate with one or more reputable and financially sound third party power
31 suppliers to enter into an agreement(s) to purchase electric power and/or energy
32 in various megawatt ("MW") or megawatt hour ("MWh") blocks for a term
33 beginning on January 1, 2023 and ending December 31, 2025, all of which will
34 provide an economical source of electric power and/or energy (herein "Long Term
35 Power Purchase(s)") for the City; and
36

37 WHEREAS, AMP, on behalf of the City, desires to purchase from third party
38 supplier(s) and then to resell the power and energy available from these Long
39 Term Power Purchase(s) on a long term basis to the City at contract cost
40 (excluding any taxes, transmission costs, replacement power, losses, congestion
41 costs, purchased power security costs, or AMP service fees) not to exceed \$39.00
42 per MWh for 7x24 purchases; and
43

44 WHEREAS, AMP, has prepared and delivered to the City the form of a 2023-
45 2025 Fixed Volume Energy Supply Schedule, pursuant to which the City may
46 purchase power and/or energy; and
47

48 WHEREAS, AMP has provided and will continue to provide appropriate
49 personnel and information regarding the Long Term Power Purchase(s) to the
50 City, as the Director of Public Service and/or his designees deem necessary or

51 appropriate, to enable the City to evaluate the benefits and risks of the Long Term
52 Power Purchase(s), to take actions contemplated by the terms hereinafter set
53 forth and to determine that the same are in the public interest,
54

55 NOW THEREFORE, BE IT ORDAINED by the Council of the City of Cuyahoga
56 Falls, County of Summit, State of Ohio, that:
57

58 Section 1. The Director of Public Service is authorized to enter into an
59 energy purchase agreement known as the “2023-2025 Fixed Volume Energy
60 Supply Schedule” between the City and AMP, substantially in the form attached
61 hereto as Exhibit 1, together with such revisions, additions or amendments as
62 are approve by the Director of Law as being consistent with the objectives and
63 requirements of this ordinance.
64

65 Section 2. The Director of Public Service is hereby authorized to (i) acquire
66 under the 2023-2025 Fixed Volume Energy Supply Schedule, authorized above,
67 power and energy from one or more Long Term Power Purchase(s), each with a
68 term beginning on January 1, 2023 and ending December 31, 2025, and with a
69 third party contract price (excluding any taxes, transmission costs, replacement
70 power, losses, congestion costs, purchased power security costs, or AMP service
71 fees) not to exceed \$39.00 per MWh for 7x24 purchases, from AMP. The Director
72 of Public Service is further authorized to execute and deliver any and all
73 documents necessary to participate in one or more Long Term Power Purchase(s),
74 pursuant to the conditions set forth herein for a term beginning on January 1,
75 2023 and ending December 31, 2025, as set forth in the 2023-2025 Fixed Volume
76 Energy Supply Schedule; provided, however, that the total MW for all such 7 x
77 24 purchases under the 2023-2025 Fixed Volume Energy Supply Schedule shall
78 not exceed 14 MW.
79
80

81 Section 3. Competitive bidding is not required on the City’s acquisition by
82 its right to secure energy under the 2023-2025 Fixed Volume Energy Supply
83 Schedule, and in the event any competitive bidding requirements are applicable
84 any such competitive bidding requirement that might otherwise be applicable,
85 are hereby waived.
86

87 Section 4. If any section, subsection, paragraph, clause or provision or any
88 part thereof of this ordinance shall be finally adjudicated by a court of competent
89 jurisdiction to be invalid, the remainder of this ordinance shall be unaffected by
90 such adjudication and all the remaining provisions of this ordinance shall remain
91 in full force and effect as though such section, subsection, paragraph, clause or
92 provision or any part thereof so adjudicated to be invalid had not, to the extent
93 of such invalidity, been included herein.
94

95 Section 5. Any other ordinances and resolutions or portions of ordinances
96 and resolutions inconsistent herewith are hereby repealed, but any ordinances
97 and resolutions or portions of ordinances and resolutions not inconsistent
98 herewith and which have not previously been repealed are hereby ratified and
99 confirmed.
100

101 Section 6. It is found and determined that all formal actions of this Council
102 concerning and relating to the passage of this ordinance were taken in an open
103 meeting of this Council and that all deliberations of this Council and of any
104 committees that resulted in those formal actions were in meetings open to the
105 public, in compliance with all legal requirements including Chapter 107 of the
106 Codified Ordinances.

107
108 Section 7. This ordinance is hereby declared to be an emergency measure
109 necessary for the preservation of the public peace, health, safety, convenience
110 and welfare of the City of Cuyahoga Falls and the inhabitants thereof, and
111 provided it receives the affirmative vote of two-thirds of the members elected or
112 appointed to Council, it shall take effect and be in force immediately upon its
113 passage and approval by the Mayor; otherwise it shall take effect and be in force
114 at the earliest period allowed by law.

115
116
117 Passed: _____
118 _____
119 President of Council

120
121 _____
122 Clerk of Council

123
124
125 Approved: _____
126 _____
127 Mayor

128 6/27/16

129 O:\2016ords\Fixed Volume Schedule.docx

**CITY OF CUYAHOGA FALLS, OHIO
2023-2025 FIXED VOLUME ENERGY SUPPLY SCHEDULE
AMP Contract No. 2016-003031-SCHED**

**A Schedule to American
Municipal Power, Inc. and
City of Cuyahoga Falls, Ohio
Master Service Agreement No. C-11-2005-4420**

WHEREAS, the City of Cuyahoga Falls, Ohio (the “Municipality”) and American Municipal Power, Inc. (“AMP”), collectively (“Parties”), have entered into a Master Service Agreement (“Agreement”) under which certain services may be provided under schedules thereto;

WHEREAS, in order to obtain economical electric energy, the Municipality desires to purchase electric energy from AMP or have AMP arrange for the same on behalf of the Municipality; and

WHEREAS, AMP will negotiate with one or more reputable and financially sound third party power suppliers to enter into an agreement(s) to purchase electric energy in various megawatt (“MW”) or megawatt hour (“MWh”) blocks for a term beginning on January 1, 2023 and ending no later than December 31, 2025, all of which will provide an economical source of electricity energy (herein “Long Term Energy Purchase(s)”) for Municipality.

NOW, THEREFORE, in consideration of the conditions, terms and covenants hereinafter contained, the Parties do hereby mutually agree as follows:

**ARTICLE I
TERM**

SECTION 101 – CONTRACT TERM: Subject to the conditions contained herein, this Schedule shall be for a term beginning on January 1, 2023 and ending no later than

December 31, 2025.

ARTICLE II
CONTRACT QUANTITIES AND RATE

SECTION 201 - CONTRACT QUANTITIES: For the compensation hereinafter set forth, and pursuant to the terms and conditions contained herein, AMP shall arrange for the delivery of energy to the Municipality. The Municipality shall be invoiced and responsible for paying, and AMP is entitled to receive as compensation, the following:

- A. Actual monthly transmission fees, congestion charges, ancillary services, unforced capacity charges, losses, customer charges, security costs, replacement energy, and taxes or other such costs incurred by AMP to deliver the energy to the Municipality's Delivery Point;
- B. AMP's Service Fee B, as defined in the Agreement, for all energy sold or arranged for and delivered pursuant to this Schedule, unless the same is paid for under another power supply schedule; and
- C. The contract rates or fees that AMP pays or incurs for each MW or MWh of energy supplied to the Municipality.

The Long Term Energy Purchases anticipated to be executed as transaction confirmations between AMP and third party power suppliers for the benefit of Municipality are listed in the following table. The Municipality's Authorized Representative as designated in Section 402 (or his/her designee) shall be authorized to approve purchases (and execute necessary transaction confirmations) of energy with a term beginning on January 1, 2023 and ending no later than December 31, 2025 as set forth in the table below. Additionally, the third party power supply contract prices of all energy purchases made under this Schedule (excluding any taxes, transmission costs, replacement energy, losses, congestion costs, security costs, or AMP service fees) shall not exceed \$39.00 per MWh for 14 MW purchases.

Term	Total Planned Purchase	Description	Days/Week	Hours/Day	Supplier
1/1/2023 – 12/31/2025	14 MW	7X24	7	24	TBD via steps 1 – 4 below

SECTION 202 – PROCEDURES FOR AUTHORIZATION OF ENERGY SUPPLY ACQUISITION AND SALE: It is understood and anticipated that AMP may throughout the term of this Schedule, enter into energy purchase transaction confirmations or other arrangements on behalf of the Municipality, subject to the approval of Municipality’s Authorized Representative, to implement the Long Term Energy Purchases contemplated in Section 201 of this Schedule. The steps that will be followed in securing such Long Term Energy Purchases are set forth below.

At the time that AMP recommends that a Long Term Energy Purchase should be finalized, the following shall take place:

1. Authorized personnel of AMP shall confer with the Municipality’s Authorized Representative (or his/her designee) on a recorded telephone line or through E-mail, regarding AMP’s recommended Long Term Energy Purchases that meet the requirements of Section 201 and the table set forth therein prior to executing a transaction confirmation with a third party power supplier. AMP will provide power supply recommendations to Municipality’s Authorized Representative based upon the best market information available to AMP at the time any conferring takes place.

2. If the Municipality’s Authorized Representative approves AMP’s recommendation and authorizes acquisition of the Long Term Energy Purchase over a recorded telephone line or through E-mail, then AMP shall acquire the Long Term Energy Purchase on behalf of the Municipality subject to the effective date and other terms and conditions approved by the Municipality’s Authorized Representative.

3. AMP will enter into a transaction confirmation or other arrangement with the authorized and approved third party power supplier as soon as reasonably possible after approval is received as set forth above.

4. Once a Purchase is finalized and a supplier transaction confirmation executed, AMP will send an acknowledgement of the transaction via email to Municipality's Authorized Representative that contains the commercial terms for Municipality's review and records.

ARTICLE III **DELIVERY POINT**

SECTION 301 – DELIVERY POINTS: The delivery point(s) for electric energy to be delivered hereunder ("Point of Delivery" or "Delivery Point") shall be the Municipality's interconnections with PJM, or its successor.

ARTICLE IV **GENERAL**

SECTION 401 - FIRMNESS OF SUPPLY: Firmness of supply under this Schedule shall be equal to the firmness provided by the energy supply schedules and transmission service arrangements executed by AMP, which are utilized to provide energy under this Schedule.

AMP's obligations hereunder are specifically dependent upon the performance of the suppliers with whom AMP transacts on behalf of the Municipality or as otherwise agreed to by the Parties. In the event of default of a power supplier (hereinafter "Supplier Default"), AMP shall provide replacement energy to Municipality and Municipality shall pay any cost difference (if any) of the replacement energy (or, if the cost of replacement energy is less, then Municipality shall pay that lower cost). Should a third party supplier default to such a degree that the agreement by and between that third party supplier and AMP is terminated, AMP shall use its best efforts to execute an alternate energy supply agreement, with another supplier unless otherwise agreed to in writing by Municipality.

Notwithstanding the foregoing, AMP agrees that it will notify Municipality promptly of any Supplier Default which may result in AMP's purchase of replacement energy for Municipality. AMP also agrees that in an event of a Supplier Default, AMP shall take all appropriate legal action to enforce the terms of AMP's contracts with the defaulting supplier and/or seek appropriate damages from supplier on Municipality's behalf. Municipality is, and shall be, third party beneficiary of such legal action and will be reimbursed or credited by AMP a *pro rata* share of any net recoveries against the defaulting supplier or Municipality's increased costs occasioned by the Supplier Default, whichever is less.

Municipality specifically acknowledges that although energy made available from the supplies purchased pursuant to this Schedule or otherwise agreed to by the Parties are intended to be the primary source of energy pursuant to this Schedule, AMP may, from time to time, substitute for actual delivery purposes other energy; provided that such substitute energy be of a similar firmness and reliability as that made available under the third party power supplier transaction confirmation(s) and further provided that such substitution does not result in increased costs to Municipality.

When third parties providing firm transmission service interrupt deliveries from AMP to Municipality, AMP will use commercially reasonable efforts to deliver energy across other parties' transmission systems if interruptions occur from the primary firm transmission provider's system.

All other terms and conditions of the Agreement between AMP and the Municipality that are not consistent with the terms and conditions of this Schedule shall be applicable as if fully restated herein.

SECTION 402 – AUTHORIZED REPRESENTATIVE: The Municipality's Representative shall be the Director of Public Service or the Director of Public Service's designee until modified by written notice to AMP by the Municipality.

IN WITNESS HEREOF, each of the Parties has caused this Schedule to be duly executed.

CITY OF CUYAHOGA FALLS, OHIO

AMERICAN MUNICIPAL POWER, INC.

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Legal Counsel

John W. Bentine
Sr. Vice President and General Counsel

2
3 CITY OF CUYAHOGA FALLS, OHIO

4
5 ORDINANCE NO. - 2016

6
7
8 AN ORDINANCE AUTHORIZING THE MAYOR TO GRANT A SANITARY
9 SEWER EASEMENT ON A PORTION OF CITY OWNED PARCEL NO.
10 3506494 TO THE COUNTY OF SUMMIT, OHIO, FOR THE PURPOSE
11 OF EXTENDING SANITARY SEWER SERVICE TO THE ENCLAVE AT
12 OLD MILL POND RESIDENTIAL SUBDIVISION, AND DECLARING AN
13 EMERGENCY.
14

15
16 WHEREAS, a new residential subdivision named The Enclave at Old Mill Pond is being
17 constructed on Bath Road; and
18

19 WHEREAS, in order to provide sanitary sewer service to the subdivision, the County of Summit,
20 Ohio, has requested an easement on a portion of City owned Parcel No. 3506494.
21

22 NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Cuyahoga Falls, County of
23 Summit and State of Ohio, that:
24

25 Section 1. The Mayor is hereby authorized to grant an easement to the County of Summit, Ohio,
26 on a portion of City owned Parcel No. 3506494, as described in Exhibit A.
27

28 Section 2. Any other ordinances and resolutions or portions of ordinances and resolutions
29 inconsistent herewith are hereby repealed, but any ordinances and resolutions or portions of
30 ordinances and resolutions not inconsistent herewith and which have not previously been repealed
31 are hereby ratified and confirmed.
32

33 Section 3. It is found and determined that all formal actions of this Council concerning and
34 relating to the adoption of this ordinance were adopted in an open meeting of this Council and that
35 all deliberations of this Council and of any of its committees that resulted in such formal action were
36 in meetings open to the public, in compliance with all legal requirements including, to the extent
37 applicable, Chapter 107 of the Codified Ordinances.
38

39 Section 4. This ordinance is hereby declared to be an emergency measure necessary for the
40 preservation of the public peace, health, safety, convenience and welfare of the City of Cuyahoga
41 Falls and the inhabitants thereof, and provided it receives the affirmative vote of two thirds of the
42 members elected or appointed to Council, it shall take effect and be in force immediately upon its
43 passage and approval by the Mayor, otherwise, it shall take effect and be in force at the earliest
44 period allowed by law.
45

46
47 Passed: _____
48 _____
49 President of Council

50 _____
51 Clerk of Council

52
53 Approved: _____
54 _____
55 Mayor

56 6/27/16

A- Exhibit A

SANITARY SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That _____, the GRANTOR, for and in consideration of certain good and valuable consideration and of One Dollar (\$1.00), the full receipt of all of which is hereby acknowledged, does hereby grant unto the County of Summit, Ohio, the GRANTEE, its successors and assigns forever, a perpetual easement and right-of-way for public sanitary sewer, manholes, force mains, and appurtenances on and over the following surveyed lands of the GRANTOR and as shown on Exhibit "A", together with the right and privilege to enter upon or over said land for purposes of construction, repair, maintenance, inspection and survey of said GRANTEE'S facilities and appurtenances.

LEGAL DESCRIPTION

Situated in the City/Township of _____, County of Summit, State of Ohio and as detailed in Exhibit "A", attached to and incorporated in this Sanitary Sewer Easement.

PARCEL NO. _____
ALT ID: _____

To have and hold said easement and right-of-way unto the said Grantee, its successors and assigns forever. The said Grantor(s), for itself, its heirs, executors and administrators, hereby covenants with the said Grantee, its successors and assigns, that it is the lawful owner of said premises and has full power to grant, bargain, sell, convey and release the same in the manner aforesaid and will warrant and defend the same against all claims.

{the remainder of this page is intentionally left blank with signatures to follow on the next 2 pages}

(GRANTOR)

By: _____

Print Name: _____

Title: _____

ACKNOWLEDGEMENT

STATE OF OHIO)
) ss.
COUNTY OF SUMMIT)

Before me, a Notary Public, in and for said County, personally appeared _____(name)_____, _____(title)_____ of _____(Grantor)_____ who states he/she is duly authorized to execute the foregoing instrument, and that he/she acknowledges his/her signature to be his/her free act and deed on behalf of _____(Grantor)_____.

IN TESTIMONY WHEREOF, I have set my hand and official seal at _____, Ohio, this _____ day of _____, 20____.

NOTARY PUBLIC
Print Name: _____
My Commission Expires: _____

The County hereby accepts this EASEMENT and agrees to all the covenants, terms and conditions herein.

**COUNTY OF SUMMIT
(GRANTEE)**

By: _____
RUSSELL M. PRY, COUNTY EXECUTIVE

ACKNOWLEDGEMENT

STATE OF OHIO)
) ss:
COUNTY OF SUMMIT)

Before me, a Notary Public, in and for said County and State, personally appeared the above named Russell M. Pry, Executive, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed in his official capacity on behalf of the County of Summit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Akron, Ohio this _____ day of _____, 20 ____.

NOTARY PUBLIC
Print Name _____

My Commission Expires: _____

This instrument prepared by:



Polaris Engineering & Surveying
34600 Chardon Road Suite D
Willoughby Hills, Ohio 44094
Office: (440) 944-4433
Fax: (440) 944-3722

MONDAY, JUNE 13, 2016
LEGAL DESCRIPTION
OF A 25 FOOT OFFSITE SANITARY SEWER EASEMENT
P.P.N. 3506494 RECEPTION #56122035

SITUATED IN THE CITY OF CUYAHOGA FALLS, COUNTY OF SUMMIT AND STATE OF OHIO, AND KNOWN AS BEING PART OF ORIGINAL LOT 17, ORIGINAL NORTH HAMPTON TOWNSHIP 3, AND RANGE 11 OF THE CONNECTICUT WESTERN RESERVE;

BEGINNING AT A 5/8 INCH IRON PIN FOUND (ID. GBC) AT THE NORTHWESTERN CORNER OF LAND CONVEYED TO THE ENCLAVE AT OLD MILL POND, LLC, BY RECIPETION NUMBER 56184489 (PPN 35-06495);

THENCE NORTH 57° 10' 12" EAST 39.91 FEET ALONG THE NORTHWESTERLY LINE OF SAID ENCLAVE AT OLD MILL POND, LLC TO THE PRINCIPAL PLACE OF BEGINNING,

- COURSE 1 THENCE SOUTH 77° 27' 16" WEST, 46.38 FEET TO A THE EASTERLY LINE OF AN EXISTING SANITARY SEWER EASEMENT;
- COURSE 2 THENCE NORTH 14° 38'03" WEST ALONG THE EASTERLY LINE OF SAID SANITARY SEWER EASEMENT, 11.66 FEET TO A POINT;
- COURSE 3 THENCE NORTH 14° 33'54" EAST ALONG THE EASTERLY LINE OF SAID SANITARY SEWER EASEMENT, 14.99 FEET TO A POINT;
- COURSE 4 THENCE NORTH 77° 27' 16" EAST, 107.62 FEET TO THE NORTHWESTERLY LINE OF SAID ENCLAVE AT OLD MILL POND, LLC;
- COURSE 5 THENCE SOUTH 57° 10' 12" WEST ALONG THE NORTHWESTERLY LINE OF SAID ENCLAVE AT OLD MILL POND, LLC, 72.11 FEET TO THE PRINCIPAL PLACE OF BEGINNING, SUBJECT TO ALL LEGAL HIGHWAYS AND EASEMENTS OF RECORD AND CONTAINING 0.0452 ACRES OF LAND (1,968 S.F.) AS CALCULATED AS SURVEYED BY A FIELD SURVEY PERFORMED IN APRIL, 2016 BY RICHARD A. THOMPSON JR. PROFESSIONAL LAND SURVEYOR #7388, OF POLARIS ENGINEERING AND SURVEYING. BEARINGS REFER TO THE OHIO COORDINATE SYSTEM OF 1983 - NORTH ZONE - 1986 ADJUSTMENT.



Richard A. Thompson Jr.

RICHARD A. THOMPSON, JR. P.S. #7388 - 06/13/16

S:\2015 PROJECTS\15291 - PALMIERI BUILDERS INC - OLD MILL POND - CUYAHOGA FALLS
(CWS)\PROJECT SURVEYING INFO\SURVEY LEGAL DOCUMENTS\OFFSITE SANITARY LEGAL
DESCRIPTION.DOC

