



VILLAGE OF CHAGRIN FALLS

21 West Washington Street

Chagrin Falls, Ohio 44022

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**EAST WASHINGTON STREET IMPROVEMENT PROJECT
PRIVATE PROPERTY SANITARY SEWER LATERAL RELINING PROGRAM
PARTICIPATION AGREEMENT (“Agreement”)**

_____ (“Owners”) hereby assert that they are the owners of the property located at _____ East Washington Street, Chagrin Falls, Ohio (the “Property”)

The Village of Chagrin Falls has identified the East Washington Street sanitary sewer line as a significant source of stormwater infiltration, contributing to sanitary sewer overflows (SSO’s) into the Chagrin River. The Village is under EPA orders to eliminate the frequency of these overflow events. An improvement project is underway in 2020 to address these issues and improve the infrastructure in this area.

A component of this project is to reduce the stormwater infiltration coming from private property through sanitary sewer lateral lines. All private property lateral lines (“lateral line”) have been cleaned and televised, and a new clean-out pipe installed, all at no additional cost to property owners. Each property owner has been provided with a report on the conditions of their lateral line, and a recommendation if their lateral line should be relined or not. If recommended for relining, a cost estimate was provided. To assist property owners, the Village is offering to have lateral lines relined at the \$22-per-foot project cost obtained through a competitive public bidding process (“lateral relining work offer”). If electing to participate, the private property owner would agree to the lateral relining work offer, and then submit payment to the Village within 90 days upon completion of the lateral relining work. The relining work will be performed by United Survey Inc. as a subcontractor for S.E.T. Inc., the main project contractor.

The Owners are accepting the Village’s sanitary sewer lateral relining work offer and agree to the terms and conditions of this Agreement.

PROPERTY ACCESS: The Owners grant the Village and its agents and contractors a right of entry onto the Property, as may be necessary, to perform the lateral lining work.

EXISTING CONDITIONS: The Owner is responsible for completing all necessary lateral line repairs that may be required to permit the lateral to be lined. This includes, but is not limited to, items such as repairing a collapsed pipe or pipe joints that are severely offset.

INSTALLATION RESPONSIBILITY: The Village is responsible for, when authorized to proceed, proper installation of the lateral liner. Upon completion of the installation, the lateral line will be televised again to confirm proper installation. The Village will restore any turf, landscape, or pavement areas disturbed by the lateral relining work. Upon the Village's confirmation of a successful lateral relining installation and completion of site restoration, the Village will assume no further liability or responsibility for the liner installation. The Owners acknowledge and agree that the Village offers no warranty to the Owners beyond a 2-year limited warranty provided by S.E.T. Inc. as required by the lateral relining work project contract.

COST AND PAYMENT: The Village has provided a cost estimate based upon the Village contract pricing. The Owner hereby accepts the proposed cost estimate and agrees that the actual cost may exceed the cost estimate. Upon successful completion of the lateral relining work project, the Owner will be notified, and payment for the actual cost will be due to the Village of Chagrin Falls within 90 days after billing.

HOLD HARMLESS STATEMENT: In consideration of the Village causing the installation of the lateral relining work at the Property, the Owners hereby, for themselves, their heirs, executors, administrators, and assigns release, waive, hold harmless and/or forever discharge the Village, its officials, agents, and employees for any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service or use, expenses and compensation whatsoever, which the undersigned now has/have or which may hereafter accrue on account of or in any way relating to, arising from, or connected with any and all known and unknown, foreseen and unforeseen, bodily and personal injuries and property damage and the consequences thereof resulting or to result from the installation, operation, and/or maintenance of the lateral relining work installed by the Village.

The Owners expressly agree that this Agreement is intended to be as broad and inclusive as the State of Ohio will allow and that if any portion of this agreement is held invalid, the balance shall, notwithstanding, continue in full legal force and effect. The Owners expressly agree that this Agreement contains the entire agreement between the parties and the terms of this release contained in this Agreement are contractual and not a mere recital.

COST ESTIMATE FOR LATERAL LINING FOR YOUR PROPERTY: \$ _____

THE UNDERSIGNED OWNERS HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS AGREEMENT AND FULLY UNDERSTAND IT'S CONTENTS AND MEANING

Signature of Owner(s): _____

Print Name of Owner(s): _____

Owner(s) Address: _____

Date: _____