

RESOLUTION NO. 4 - 2017

Offered by All of Council

A RESOLUTION AUTHORIZING THE VILLAGE TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE SUMMIT SOIL AND WATER CONSERVATION DISTRICT AND THE NORTHEAST OHIO REGIONAL SEWER DISTRICT RELATING TO PUBLIC INVOLVEMENT AND PUBLIC EDUCATION PROGRAMMING AND POLLUTION PREVENT/GOOD HOUSEKEEPING ASSISTANCE AND DECLARING AN EMERGENCY

WHEREAS, the Village of Richfield is responsible for carrying out the mandated responsibilities inherent in the National Pollutant Discharge Elimination System ("NPDES") Phase II Municipal Storm Water Permit obligations; and

WHEREAS, the Village recognizes the need to collaborate with other agencies and communities to successfully implement water quality education programs for its citizens; and

WHEREAS, the Summit County Soil and Water Conservation District ("SSWCD") has the technical and educational expertise and staff to assist the Village with such collaboration and education programs; and

WHEREAS, the Northeast Ohio Regional Sewer District ("NEORS") is required to provide Phase II stormwater regulation support services to its member communities and is further authorized to provide such services through agreements with service providers such as SSWCD; and

WHEREAS, it is in the practical and economic interests of the Village to engage with the SSWCD and NEORS to assist the Village with performing such tasks.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Richfield, Summit County, State of Ohio:

SECTION 1. That the Mayor and the Finance Director be, and they hereby are, authorized and directed to enter into the Memorandum of Understanding, substantially in the form attached hereto as Exhibit "A" and incorporated herein fully by reference, with the SSWCD and NEORS to authorize those agencies to provide the required Public Involvement and Public Education ("PIPE") programming and Pollution Prevent/Good Housekeeping assistance under the Ohio EPA Municipal Separate Storm Sewer Discharge (MS4) Permit. Pursuant to the Memorandum of Understanding, the Village will be required to pay SSWCD for the above services in the amount of \$4,140.38 for 2017 and \$3,287.24 for 2018 but will be fully reimbursed for those charges by NEORS.

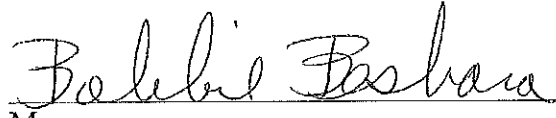
SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees or

subcommittees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.


SECTION 3. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare and for the further reason that it is necessary in order for the Village to comply with required mandates; wherefore, provided this Resolution receives the affirmative vote of two-thirds of the members of Council elected or appointed, it shall take effect immediately upon passage and execution by the Mayor; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 1/17/17

  
President of Council

  
Mayor

Date: 1/17/17

ATTEST:  
  
Clerk of Council

**MEMORANDUM OF UNDERSTANDING**  
**Between the Summit Soil and Water Conservation District**  
**and the**  
**Northeast Ohio Regional Sewer District**  
**and the**  
**Village of Richfield**

This Memorandum of Understanding ("MOU") is made this xx day of xx, 2017 ("Effective Date"), between the Summit Soil and Water Conservation District (SSWCD) and the Northeast Ohio Regional Sewer District (NEORS), pursuant to the authority of Board of Trustees Resolution No. 280-16, adopted October 6, 2016, and Village of Northfield for the provision of technical assistance in implementing soil and water conservation measures.

**Purpose** – Implementation of conservation education, stewardship, public involvement, and pollution prevention/good housekeeping activities that correspond to the Village's Municipal Separate Storm Sewer System (MS4) permit.

Recognizing the need for effective collaboration in raising awareness through education, stewardship opportunities, public involvement and working to change the perceptions and behaviors of the public for a cleaner, healthier environment, as is required in the National Pollutant Discharge Elimination System (NPDES) permit, this document sets forth the activities to be undertaken by the parties to facilitate better awareness of environmental issues and potential solutions for a healthier environment. In providing conservation education assistance and expertise to the Village, the SSWCD will seek to influence all stakeholders to better protect and conserve soil and water resources. The Ohio Revised Code, Chapter 940, describes SSWCD's authority for engaging in this MOU.

Additionally, NEORS is required to provide Phase II stormwater regulation support services to member communities for Minimum Control Measure ("MCM") Nos. 1,2,3, and 6 under NEORS's Stormwater Management Code (Title V), and is further authorized to provide such services through agreements with service providers such as the SSWCD.

SSWCD, NEORS, and the Village have mutually agreed to this scope of assistance related to education, stewardship, public involvement, pollution prevention and good housekeeping ("P<sup>2</sup>/GHK") for the conservation of soil and water resources.

### **SSWCD Conservation Program**

The SSWCD will work with the Village to provide a conservation program that includes public education, public involvement and P<sup>2</sup>/GHK activities, such as that listed in the Village's Storm Water Management Plan, or as otherwise mutually agreed upon. The goal of the education, stewardship and public involvement program is to reach diverse stakeholders, including Village residents, Village staff, and schools through the following services:

1. SSWCD staff will coordinate activities and facilitate program implementation with feedback from the Village's designee and/or through an annual stakeholder meeting.
2. SSWCD staff will attend Village council meetings, as requested and agreed.
3. SSWCD will assist the Village in planning and promotion of a local pollution prevention or

clean water events and assist in identifying partnerships with various community stakeholders. Events may include stream clean ups, storm drain stenciling, water festivals or other activities to engage the public.

4. SSWCD will create a variety of educational materials, including brochures, fact sheets, newsletters, newsletter articles, web-based information for the Village's use, special mailings, educational posters and school programs, such as age-specific student programs and teacher workshops related to conservation concerns, including watershed issues, soils and water.
5. SSWCD will provide opportunities for student involvement in local, state and national programs and competitions.
6. On the Village's behalf, the SSWCD will participate in the Northeast Ohio Public Involvement and Public Education Work group (NEO PIPE). Products produced by the NEO PIPE Work Group will be shared with the Village.
7. The SSWCD will seek opportunities to maximize impact and minimize additional program costs related to printing large quantities of selected materials that become available to the public.
8. The SSWCD will provide at least one community staff training session focused on municipal good housekeeping activities and materials.
9. The SSWCD will assist the community with the generation of a P<sup>2</sup>/GHK plan.
10. The SSWCD shall conduct an annual inspection for all regulated municipal facilities and develop a report as specified in the proposal attached to this MOU.
11. The SSWCD will provide an annual report of all activities undertaken, including copies of all fliers, notices, and types of stakeholders reached, attendance records and any data collected.

#### **Village of Richfield Role**

12. The Village will designate a person to serve as the liaison to the SSWCD. Such person will provide guidance regarding conservation education and public involvement, and coordinate activities such as public involvement days, storm drain stenciling, and watershed planning activities.
13. The Village will help to identify potential leaders, including civic leaders, civic groups, senior organizations, fraternal groups, scout leaders, school liaisons, business leaders and anyone else that should be contacted through an outreach program.
14. The Village will disseminate program information in a timely manner.
15. The Village will assume full responsibility for completion and submittal of their required annual reports.
16. The Village will encourage employees to attend training by SSWCD related to the annual stormwater theme and P<sup>2</sup>/GHK

17. The Village will provide access for SSWCD to enter Village properties or regulated facilities for the annual inspection.
18. The Village will provide copies of the Facility SWP3, inspections and other related documents for P<sup>2</sup>/GHK.
19. The Village's P<sup>2</sup>/GHK inspector will coordinate with the SSWCD for conducting the annual inspection.

#### **Additional Provisions**

20. The Village agrees to grant an annual conservation appropriation to the SSWCD, not to exceed \$4,140.38 for 2017, \$3,287.24 for 2018 or collectively \$7,427.62 per twenty four-month period following the Effective Date and the SSWCD agrees to use the grant funds to provide a conservation program for the Village.
21. The Village will provide a resolution to the SSWCD that authorizes this MOU and provides documentation to facilitate dispersal of funds to the SSWCD on an annual basis.
22. The parties agree that the SSWCD is a conservation technical and education service agency and therefore is not granted regulatory authority under this MOU.
23. The parties agree that the working relationship will be defined to include lines of communications with appropriate departments within the Village. The SSWCD and the Village will meet at least once a year to coordinate a work plan and exchange information with the goal of developing a multi-disciplinary approach to resource management.
24. Credit will be given jointly to the SSWCD and the Village in any conservation publications produced.
25. All parties will review quality of service and address concerns as they arise.
26. The Village acknowledges the SSWCD's obligation to make its reports and other written materials available to the public on request in accordance with the Ohio Public Records Act.
27. All services of the SSWCD are offered on a non-discriminatory basis without regard to race, age, marital status, handicap or political persuasion.

#### **Coordination between NEORS and SSWCD**

28. In accordance with Title V of NEORS's Stormwater Management Code, NEORS will provide an appropriation in the amount of \$7,427.62 to the Village, which shall use such appropriation to pay the Summit SSWCD to carry out the services set forth in this MOU, NEORS's Request for Proposals (Exhibit A) and SSWCD's Proposal (Exhibit B).
29. NEORS and SSWCD shall jointly plan annual MCM #1, MCM #2, and MCM #6 activities.
30. SSWCD shall provide NEORS with monthly reports of services provided to each community.
31. NEORS will provide PUP signs and poop bags to SSWCD for the outreach programs based on the proper standards of procedures for requesting such materials.

32. NEORSD will provide SSWCD with customer and stakeholder addresses within their service area to assist with direct mailing of public outreach material.

#### **Term, Renewal, Termination**

33. The term of this MOU shall commence on the Effective Date. The Village agrees to provide certification to SSWCD, in a form acceptable to SSWCD and in accordance with Sections 5705.41 and 5705.44 of the Ohio Revised Code, as applicable, that the Village has appropriated funds in the amount specified herein to support SSWCD's operations under this MOU for the following 24-month period. This MOU shall terminate on the 24-month anniversary of the Effective Date in the event the Village and NEORSD do not renew this MOU as set forth below.
34. This MOU may be renewed by the Village for additional specified periods following the initial term of this MOU provided that SSWCD and NEORSD receive written notice not less than 30 days prior to expiration of the current term then in effect. Such renewal shall be conditioned upon NEORSD obtaining any necessary approvals from its Board of Trustees.
35. This MOU may be amended or terminated at any time by mutual consent of all parties, or the agreement may be terminated by any party giving thirty (30) day's advance written notice to the others.

#### **Miscellaneous**

36. Integration. This MOU represents the entire and integrated agreement between the parties. This MOU supersedes all prior and contemporaneous communications, representations, understandings, agreements or contracts, whether oral or written, relating to the subject matter of this MOU.
37. Amendment and Waiver. This MOU may not be amended, supplemented, or waived except by a writing signed by the parties. The waiver of any particular right or claim does not constitute a waiver of any other right or claim. This MOU may be amended to achieve additional goals of the parties with the written consent of the parties.
38. Assignment. No party shall assign its rights or delegate its duties under this MOU without the prior written consent of the other parties. Subject to such consent, this MOU shall be binding upon and for the benefit of the parties hereto, their successors and assigns.
39. Capacity to Execute. Each party hereby certifies that all actions necessary to execute this MOU were taken and that the person executing this MOU is authorized to do so and has the power to bind their respective party to the terms and conditions contained herein.
40. Review by Legal Counsel. Each party has had the opportunity to review this MOU with the assistance of legal counsel. Accordingly, the parties agree that the rule of construction that any ambiguity in this MOU is to be construed against the drafting party is not applicable.

41. No Authority to Bind. No party has the power or authority to bind the other parties to contracts or other obligations.
42. Severability. If any provision of this MOU is found invalid or unenforceable by an arbitration panel or a court of competent jurisdiction, the remainder of this MOU will continue in full force and effect.
43. Force Majeure. No party may be considered in default in the performance of any obligation hereunder, except the obligation to make payment, to the extent that the performance of such obligation is prevented or delayed by fire, flood, explosion, strike, war, insurrection, embargo, government requirement, civil or military authority, act of God, or any other event, occurrence or condition which is not caused, in whole or in part, by that party, and which is beyond the reasonable control of that party. The parties must take all reasonable action to minimize the effects of any such event, occurrence or condition.
44. Reservation of Rights. A delay or failure in enforcing any right or remedy afforded hereunder or by law must not prejudice or operate to waive that right or remedy or any other right or remedy, including any remedy for a future breach of this MOU, whether of a like or different character.
45. Notices. Every notice and demand required under the terms of this MOU shall be in writing and must be sent by email, to the following addresses as appropriate. All notices are effective upon receipt. A party may change its address by giving written notice to the other parties.

Summit Soil & Water Conservation District  
Attn: Brian Prunty  
bprunty@summitswcd.org

Northeast Ohio Regional Sewer District  
Attn: Crystal Davis  
DavisC@neorsd.org

Village of Richfield  
Attn: Cheryl Jackson  
cjackson@richfieldvillageohio.org

46. Compliance. Each party agrees to comply with all applicable federal, state and local laws, orders, rules, and regulations.
47. Ethics Compliance. Each party agrees to comply with Ohio Ethics Laws as listed in the Chapters 102 and 2921 of the Ohio Revised Code. By signing this MOU, each party certifies that it is in compliance with these provisions.
48. Governing Law. This MOU shall be governed by and construed in accordance with the laws of the State of Ohio.
49. Forum. Any litigation arising under this MOU must be litigated in the Akron Municipal

Court or the County of Summit Court of Common Pleas, and each party submits itself to the jurisdiction and venue of those courts.

In witness thereof, the Memorandum executed and agreed to on the latest day, month and year written below:

Summit Soil & Water  
Conservation District

Village of Richfield

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By: Robert W. Bobel  
Chair, Board of Supervisors

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By: Bobbie Beshara  
Mayor

Date:

Date:

Northeast Ohio Regional Sewer District

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By: Julius Ciaccia  
Chief Executive Officer

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And: Darnell Brown, President  
Board of Trustees

Date:

Date: