

A RESOLUTION AUTHORIZING THE MAYOR AND FINANCE DIRECTOR
TO ENTER INTO A CONTRACT WITH THE SUMMIT COUNTY DISTRICT
BOARD OF HEALTH TO PERFORM STORM WATER INSPECTION AND
MONITORING ACTIVITIES WITHIN THE VILLAGE

WHEREAS, pursuant to state law, the Village is required to monitor storm sewer outfall locations for purposes of analyzing the content of the storm water and to source track for possible sources of illicit discharges into the storm water; and

WHEREAS, the Village does not have the expertise to provide such monitoring and inspections and has determined that the Summit County District Board of Health has such expertise; thus, this Council desires to authorize and direct the Mayor and Finance Director to enter into a contract with the Summit County District Board of Health for such services to cover the period 2014-2018 and to provide for the costs thereof.

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

SECTION 1. That the Mayor and Finance Director are authorized and directed to enter into a contract with the Summit County District Board of Health for the period 2014-2018, for a cost of \$6,254.16 Dollars (\$ 6254.16).

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 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 shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 4-15-2014

Rick Hushek
President of Council

Bobbie Basham
Mayor

Dated: 4/14/14

ATTEST:
Rebecca A. Garrison
Clerk of Council

**MEMORANDUM OF UNDERSTANDING BETWEEN THE SUMMIT COUNTY COMBINED
GENERAL HEALTH DISTRICT AND THE VILLAGE OF RICHFIELD, SUMMIT COUNTY,
OHIO**

FOR STORM WATER SERVICES FOR THE YEARS 2014 THROUGH 2018

THIS AGREEMENT IS MADE this 15 day of April, ²⁰¹⁴2013 by and between the Summit County Combined General Health District (hereafter SCHD) and the Village of Richfield (hereafter the Community) to provide regulation and/or services for the monitoring of storm water pollution and/or enforcement of regulations prohibiting illicit discharges to the Municipal Separate Storm Sewer System (hereafter the MS4) of the Community.

DUTIES AND RESPONSIBILITIES

Communities of the SCHD

The SCHD will provide the following storm water management services:

Outfall and Dry Weather Screening and Sampling:

SCHD will complete dry weather MS4 outfall monitoring, sampling, and testing of each MS4 outfall identified by the Community. SCHD will conduct dry weather observational screening of each outfall, at least once during the term of this agreement. Observations will be documented in accordance with the Summit County Illicit Discharge Detection and Elimination Program (IDDE) Plan. Where flow is present, SCHD will conduct field testing in accordance with the IDDE Plan. The fee for dry weather observation, documentation and field testing will be **\$40.00 per outfall** the first year and a 3% increase each year of the agreement. The Community has approximately 36 outfalls that need to be screened at least once over the 5 year period of this agreement. SCHD will coordinate with the Community as to which year or years the screening will be conducted. Where flow is present the SCHD may also collect a sample for a laboratory testing of bacteria. The laboratory collection and testing fee will be **\$35.00 per sample collected** the first year and a 3% increase each year of the agreement. SCHD invoice the Community for screening and sampling services within 60 days of completion of the work in each year of the agreement. Payment of the sampling and testing fees will be due within sixty (60) days of billing. Total maximum screening and sampling costs for the term of the agreement will be as follows:

	Maximum # Activities	2014-2018 Cost
Outfalls to be Screened	36	\$1,529.03
Bacterial Sampling	25	\$929.10

[See Appendix A for annual breakdown and explanation of costs].

IDDE Regulation, Prioritization, Pollutant Source Tracing, Complaint Investigation and Enforcement:

SCHD will apply Chapter 1250: Illicit Discharge and Illegal Connection Control regulation found in the Environmental Health Code of the SCHD to the entire land area of the Community in accordance with the IDDE Plan. SCHD will locate priority areas for source tracing and enforcement in accordance with the IDDE Plan. The urbanized land area for the Community is calculated at 2.6 square miles. The total IDDE cost over the 5 year agreement is \$3,796.03. SCHD will invoice the Community by April 1st of each year of the agreement according to Appendix A. Payment is expected within 60 days of receipt. See Appendix A for annual breakdown and explanation of costs.

SCHD will prepare the annual report, as it applies to the activities of this agreement for Ohio EPA permit requirements found in the NPDES Permit number OHQ000002, due by April 1st following each year of the agreement.

COMMITMENTS OF THE COMMUNITIES

The Community will provide pertinent data on the location and description of each MS4 outfall. The Community is to provide assistance where heavy or specialized equipment has been determined to be necessary by both the Community and the SCHD in order to execute the duties of this agreement. The Community will prioritize and be responsible for corrections to MS4 structures owned by the Community where it has been necessary to comply with the storm water regulations. The Community will be responsible for educating their employees and citizens on illicit discharge restrictions and best method practices. The Community will assist the SCHD in gathering and collating permit reporting data where this data source originates with the Community. The Community will maintain and update the MS4 maps required by the NPDES Permit.

INVESTMENT

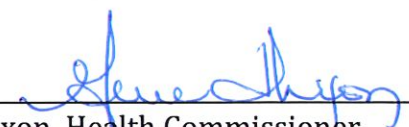
Total annual costs for outfall and dry weather screening and sampling and IDDE regulation, prioritization, source tracing, complaint investigation, and enforcement for the 5 year term of this Agreement will be the sum of the IDDE annual cost and the screening and sampling costs conducted in that calendar year. See Appendix A for annual breakdown and explanation of costs. The total maximum cost over the 5 year term is \$6,254.16.

TERM

The term of this agreement shall be from January 1, 2014 to December 31, 2018. Either party may cancel this Agreement, for cause, with sixty (60) days written notice to the other party of such intent, when either the progress or results achieved under this Agreement is unacceptable to either party. Prior to cancellation of this Agreement, a meeting will be held by the parties to discuss issues of concern and seek resolution. If this Agreement is cancelled by the parties prior to completion, the SCHD, within twenty (20) days, shall submit a certified final progress report if a percentage of work completed by the date of cancellation. The Community will pay the SCHD for the work completed as certified in this statement, subject to the provisions of this Agreement. In the event that the Community is notified that the funding is terminated for any reason, the Community shall immediately notify the SCHD of the termination of funding.

IN WITNESS THEREOF, the parties hereto have caused this agreement to be executed on the day and year written below:

Summit County Combined General Health District

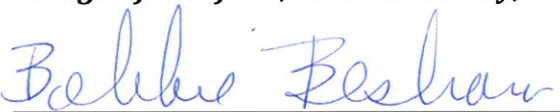


Gene Nixon, Health Commissioner

11/6/13

Date

Village of Richfield, Summit County, Ohio



Bobbie Beshara, Mayor

4/16/14

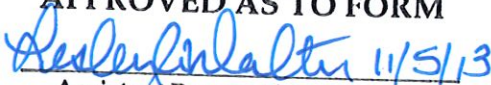
Date



Sandy Turk, Finance Director

11-11-13

Date

APPROVED AS TO FORM


Assistant Prosecuting Attorney
Summit County, Ohio

APPROVED AS TO FORM



William Hanna, Law Director

4/17/14

Date

Appendix A

MOU for Storm Water Services for the Years 2014 Through 2018

Activity	Number of Total Units	Number Units/Year	2014	2015	2016	2017	2018	contract cost
Screening Cost	36 Total Outfalls	7.2 per year	288.00	296.64	305.54	314.71	324.15	1529.03
Sampling Cost	Up to 25 Samples	5 per year	175.00	180.25	185.66	191.23	196.96	929.10
IDDE Cost	2.6 Square Miles	2.6 each year	715.00	736.45	758.54	781.30	804.74	3796.03
Total Maximum Annual Cost			1178.00	1213.34	1249.74	1287.23	1325.85	6254.16

Annual Cost per Unit Breakdown		2014	2015	2016	2017	2018
Cost per Outfall		40.00	41.20	42.44	43.71	45.02
Cost per Sample		35.00	36.05	37.13	38.25	39.39
Cost per Sq. Mile		275.00	283.25	291.75	300.50	309.51

Note: The annual screening and sampling costs are estimations assuming 20% of the screening/sampling is done each year. If all screening/sampling is done in 2014, no sampling will be charged in subsequent years and the total screening/sampling cost will be billed in 2014. Scheduling of the sampling will be worked out with the community representative. If all sampling is completed in 2018, the costs will not exceed the agreed upon contract cost.