

Date: 12/4/20

To: Mayor Bodnar
Members of Council
Department Heads

From: Doug Metzung

Re: MOU between Mayfield Village, Cuyahoga County Soil & Water (CCSW) and Northeast Ohio Regional Sewer District (NEORS D)

This Memorandum of Understanding will continue the CCSW providing our Education and Outreach Program to remain compliant with our EPA Phase II Storm Water Permit. This is a 5-year agreement at a cost of \$6,000 annually. NEORS D will reimburse the annual fee back to the village once proof of payment is made.

As we have discussed in the past the Phase II Storm Water Permit requires the village to follow 6 Minimum Control Measures. This MOU will cover 1&2 Public Involvement and Public Education.

**AN EMERGENCY RESOLUTION
AUTHORIZING MAYFIELD VILLAGE TO ENTER INTO
A MEMORANDUM OF UNDERSTANDING WITH THE CUYAHOGA SOIL AND
WATER CONSERVATION DISTRICT AND NORTHEAST OHIO REGIONAL SEWER
DISTRICT FOR PROVIDING TECHNICAL ASSISTANCE IN IMPLEMENTING SOIL
AND WATER CONSERVATION MEASURES FROM JANUARY 1, 2021 TO
DECEMBER 31, 2025 AND AUTHORIZING MAYFIELD VILLAGE TO EXPEND
FUNDS IN AN AMOUNT NOT TO EXCEED \$6,000 ANNUALLY TO
THE CUYAHOGA SOIL AND WATER CONSERVATION DISTRICT**

WHEREAS, in 2019 the Village entered into a two- year agreement with the Cuyahoga Soil and Water Conservation District (SWCD) and Northeast Ohio Regional Sewer District (NEORS) for services related to the Village's mandated Public Involvement and Public Education (PIPE) program; and

WHEREAS, the Village is required to develop, implement, and enforce a Stormwater Management Plan that addresses six Minimum Control Measures (MCM); and

WHEREAS, MCM one and two make up the PIPE Program (the "Program") and require the Village to identify stormwater pollution concerns, have measurable goals, reach a variety of audiences, actively involve affected stakeholder groups, and evaluate the Program's success; and

WHEREAS, in order to seamlessly implement the Program and to be reimbursed for the program costs this Memorandum of Understanding needs to be established; and

WHEREAS, the Council deems it necessary and in the best interest to the health, safety and welfare of all Mayfield Village residents to enter into a Memorandum of Understanding with the Cuyahoga Soil and Water Conservation District and Northeast Ohio Regional Sewer District from January 1, 2021 to December 31, 2025.

BE IT RESOLVED BY THE COUNCIL OF MAYFIELD VILLAGE, OHIO, THAT:

SECTION 1. The Council of Mayfield Village finds and determines that it is in the best interest on the Village to enter into the Memorandum of Understanding with the Cuyahoga Soil and Water Conservation District and Northeast Ohio Regional Sewer District and authorizes the Mayor to execute the Memorandum of Understanding with Cuyahoga Soil and Water Conservation District and Northeast Ohio Regional Sewer District.

SECTION 2. The Council of Mayfield Village hereby approves and authorizes an annual expenditure not to exceed \$6,000.00 to the Cuyahoga Soil and Water Conservation District in accordance with the Memorandum of Understanding.

SECTION 3. The Council finds and determines that all formal actions of this Council relating to the adoption of this Resolution have been taken at open meeting of this Council; and that deliberations of this Council and of its committees, resulting in such formal action, took place in meetings open to the public, in compliance with all statutory requirements including requirements of Section 121.22 of the Ohio Revised Code.

SECTION 4. This resolution is hereby declared to be an emergency measure immediately necessary for the preservation of health, safety and welfare of the residents of Mayfield Village, Ohio, for the reason that it provides for necessary and time sensitive services including the enforcement of a stormwater management plan required by law. It shall, therefore, take effect immediately upon the passage by the affirmative vote of not less than five (5) members elected to Council and approved by the Mayor or otherwise at the earliest time allowed by law.

STEPHEN SCHUTT
Council President

First Reading: _____, 2020

Second Reading: _____, 2020

Third Reading: _____, 2020

PASSED: _____, 2020

BRENDA T. BODNAR, Mayor

APPROVED AS TO FORM:

ANTHONY J. COYNE, ESQ.,
Director of Law

ATTEST: _____
MARY E. BETSA, MMC
Clerk of Council

MEMORANDUM OF UNDERSTANDING for 2021-2025
Between the Cuyahoga Soil and Water Conservation District
and the
Northeast Ohio Regional Sewer District
and the
Village of Mayfield

This Memorandum of Understanding ("MOU") is made this ____ day of _____ ("Effective Date"), between the Cuyahoga Soil and Water Conservation District (SWCD) and the Northeast Ohio Regional Sewer District (NEORS), pursuant to the authority of Board Resolution 299-20, adopted November 5, 2020 and Village of Mayfield for providing technical assistance in implementing soil and water conservation measures.

Purpose – Implementation of conservation education, stewardship, and public involvement activities that also corresponds to the Village's Municipal Separate Storm Sewer System (MS4) permit.

Recognizing the need for effective collaboration in raising awareness through education, stewardship opportunities and public involvement and working to change the perceptions and behaviors of the public for a cleaner, healthier environment, such as what is required in the National Pollutant Discharge Elimination System (NPDES) permit, the Village of Mayfield, the Cuyahoga Soil and Water Conservation District (SWCD), and NEORS accept this agreement as the document which describes the process for exchange. Cooperation between these units of government facilitates better awareness of environmental issues and potential solutions for a healthier environment. In providing conservation *education* assistance and expertise to the Village, the SWCD hopes to influence citizens to better protect and conserve soil and water resources. The Ohio Revised Code, Chapter 940, describes the District'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 Nos. 1, 2, 3, and 6 under NEORS's Regional Stormwater Management Code (Title V), and is further authorized to provide such services through agreements with service providers such as the SWCD.

The SWCD, NEORS, and the Village have mutually agreed to this scope of assistance related to education, stewardship, and public involvement for the conservation of soil and water resources.

Cuyahoga SWCD Conservation Program

The SWCD will work with the Village to provide a conservation program that includes public education and public involvement, such as that listed in the Village's Storm Water Management Plan, local watershed action plan, and/or balanced growth plans, or others as mutually agreed upon. The goal of the education, stewardship and public involvement program is to reach diverse stakeholders, including Village residents, Village staff, school children, etc. through the following services:

1. SWCD staff will coordinate activities and facilitate program implementation with feedback from the Village's designee and/or through an annual stakeholder meeting.

2. SWCD staff will attend Village council meetings, as requested.
3. SWCD will assist the Village in planning and promotion of a local pollution prevention or clean water event and assist in identifying partnerships with various community stakeholders. Events may include stream clean ups, drain stenciling, water festivals or other activities to engage the public.
4. SWCD 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. SWCD will provide opportunities for student involvement in local, state and national programs and competitions.
6. On the Village's behalf, the SWCD 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 SWCD 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 SWCD 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's Role

1. The Village will designate someone to serve as the liaison to the Cuyahoga SWCD and to help provide guidance regarding conservation education and public involvement and with coordination of activities such as improvement days, storm drain stenciling, and watershed planning activities.
2. 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.
3. The Village will disseminate program information in a timely manner.
4. The Village will assume full responsibility for completion and submittal of their required annual reports.

Agreed Procedures

- The Village agrees to grant an annual conservation appropriation to the SWCD, not to exceed \$6,000 for a one-year term, following the Effective Date, and the Cuyahoga SWCD agrees to use the grant funds to provide a conservation program for the Village.
- The Village will provide a resolution to the SWCD that acknowledges this working agreement and provides documentation to facilitate dispersal of funds to the SWCD on an annual basis.
- That the SWCD is a conservation technical and education service agency and therefore is not

granted regulatory authority in the Ohio Revised Code.

- That the working relationship will be defined to include lines of communications with appropriate departments. The SWCD 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.
- SWCD will provide a written annual report, relevant to its role, as outlined in this MOU.
- That credit will be given jointly to the SWCD and the Village in any conservation publications produced.
- That all parties will review quality of service and address concerns as they arise.
- The Village recognizes the SWCD's obligation to make its reports and other written materials available to the public on request in accordance with the Ohio Public Records Act.
- All services of the SWCD are offered on a non-discriminatory basis without regard to race, age, marital status, handicap or political persuasion.

Coordination between NEORS and SWCD

1. In accordance with Title V of NEORS's Regional Stormwater Management Code, NEORS will provide an appropriation in the amount of \$6,000 to the Village, which shall use such appropriation to pay the Cuyahoga SWCD to carry out the services set forth in this MOU.
2. NEORS and SWCD shall jointly plan annual MCM #1 and MCM #2 activities.
3. SWCD shall provide the District with monthly reports of services provided to each community.

Term, Renewal, Termination

The term of this MOU shall commence on the date (the "Initial Effective Date") SWCD receives written notice from the Village, in a form approved by SWCD and in accordance with Sections 5705.41 and 5705.44 of the Ohio Revised Code, as applicable, indicating that the Village has agreed to grant funds, in an amount agreed to by the parties, to support SWCD's general operations for the following 12-month period (the "Initial Village Notice"). The parties acknowledge, understand, and agree that any such funding shall be for the purposes of the SWCD's providing Phase II services for a period of 12 *calendar* months following the Initial Effective Date (the "Initial MOU Term") and that this MOU shall terminate on the 12-month anniversary of the Initial Effective Date.

This MOU may be amended or terminated at any time by mutual consent of all parties.

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

Cuyahoga Soil & Water
Conservation District

Village of Mayfield

By:
Chair

By: Hon. Brenda Bodnar

Date:

Northeast Ohio Regional Sewer District

Date:

By: Kyle Dreyfuss-Wells
Chief Executive Officer

And: Darnell Brown, President
Board of Trustees

Date:

Date:

This Instrument Reviewed By:
Katarina K. Waag
Assistant General Counsel
Northeast Ohio Regional Sewer District

CONTRACT NO.

NORTHEAST OHIO REGIONAL SEWER
DISTRICT

WITH

CUYAHOGA SOIL AND WATER
CONSERVATION DISTRICT

VILLAGE OF MAYFIELD

FOR

2021 PHASE II TECHNICAL ASSISTANCE
IMPLEMENTING SOIL AND WATER
CONSERVATION MEASURES

CERTIFICATION

It is hereby certified that the amount required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated or authorized or directed for such purpose and is in the Treasury or in process of collection to the credit of the fund free from any obligation or certification now outstanding.

Total Approximate Cost: \$6,000

CHIEF FINANCIAL OFFICER

Date

The legal form and correctness of the within instrument are hereby approved.

CHIEF LEGAL OFFICER

Date
