

**MAYFIELD VILLAGE REQUISITION**

PO #: \_\_\_\_\_  
 VENDOR #: 1854 DEPT: Service  
 VENDOR NAME: C.C. Solid Waste District  
 BILLING ADDRESS 1: \_\_\_\_\_  
 ADDRESS 2: \_\_\_\_\_  
 CITY, STATE, ZIP: \_\_\_\_\_  
 PHONE: \_\_\_\_\_ CONTACT: \_\_\_\_\_ TIN: \_\_\_\_\_

REQ. #: 35308  
 DATE: 2.17.15

ITEM / SERVICE:

QUANTITY	UNIT	DESCRIPTION	PRICE/UNIT	AMOUNT
		<u>2015 technical assistance</u>		
		<u>at constructed sites</u>		<u>13000.-</u>

JUSTIFICATION OF NEED: per EPA requirements

ACCOUNT #: 101.790.50350 AMOUNT: 13000.-

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

REQUESTED BY: [Signature]  
 DEPT. APPROVAL: \_\_\_\_\_  
 MAYOR'S APPROVAL: \_\_\_\_\_  
 CLERK: \_\_\_\_\_ (Certification of Council Approval)

FINANCE DIRECTOR INITIAL: \_\_\_\_\_ NOTES: \_\_\_\_\_

March 2015  
Council



February 13, 2015

Mr. Doug Metzung  
Service Director  
Mayfield Village  
610 S.O.M Center Road  
Mayfield Village, OH 44143

Dear Mr. Metzung:

The Village of Mayfield and the Cuyahoga Soil and Water Conservation District (SWCD) have entered into an agreement for 2015 whereby the SWCD will assist the city in the implementation of their Municipal Separate Sewer Separation System (MS4) permit.

To expedite payment, I would like to obtain a *purchase order* in the amount of \$13,000.00 for 2015 billings. Invoices will continue to be sent quarterly as outlined in our agreement with the city.

- Technical Assistance Appropriation for Storm Water Pollution Prevention Program Implementation \$3,250.00 quarterly.

If your city does not require a purchase order, please let me know and I will note that in our file. Do not hesitate to contact me at 216-524-6580 extension 10 with any comments or questions.

Thank you for your time.

Sincerely,



Gloria J. Kestranek  
Administrative Assistant

cc: Jan Rybka

RESOLUTION NO. 2015-05

INTRODUCED BY: Mayor Rinker and Council as a Whole

**AN EMERGENCY RESOLUTION  
AUTHORIZING THE MAYOR AND PRESIDENT OF COUNCIL  
TO ENTER INTO A MEMORANDUM OF UNDERSTANDING  
WITH THE CUYAHOGA SOIL AND WATER CONSERVATION DISTRICT  
FOR PROVIDING TECHNICAL ASSISTANCE IN  
IMPLEMENTING SOIL AND WATER CONSERVATION MEASURES**

WHEREAS, it is the expressed desire of Mayfield Village to enter into a Memorandum of Understanding with the Cuyahoga Soil and Water Conservation District to provide technical assistance in implementing soil and water conservation measures;

WHEREAS, this Memorandum of Understanding facilitates solutions to problems encountered by the Village as it plans for the development/redevelopment and conservation of its environment, as well as water quality improvements; and

WHEREAS, this Memorandum of Understanding describes the process for collaboration between the parties in carrying out mandated responsibilities, especially related to the Minimum Control Measures for the National Pollutant Discharge Elimination System (NPDES) for Storm Water as defined in Ohio Revised Code Section 3745-39-04(B)(1) through (6).

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

SECTION 1. Council hereby authorizes the Mayor and President of Council to enter into a Memorandum of Understanding with the Cuyahoga Soil and Water Conservation District for providing technical assistance in implementing soil and water conservation measures attached hereto and incorporated herein by reference as Exhibit "A".

SECTION 2. The Council finds and determines that all formal actions of the Council relating to the adoption of this Resolution have been taken at open meetings 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 the requirements of 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 health, safety and welfare of the residents of Mayfield Village. It

shall, therefore, take effect immediately upon passage by the affirmative vote of not less than five (5) members elected to Council and approval by the Mayor or otherwise at the earliest time allowed by law.

\_\_\_\_\_  
WILLIAM BUCKHOLTZ  
Council President

First Reading: \_\_\_\_\_ 2015  
Second Reading: \_\_\_\_\_ 2015  
Third Reading: \_\_\_\_\_ 2015  
PASSED: \_\_\_\_\_ 2015

\_\_\_\_\_  
BRUCE G. RINKER, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
JOSEPH W. DIEMERT, JR.  
DIRECTOR OF LAW

ATTEST: \_\_\_\_\_  
MARY E. BETSA,  
Clerk of Council

**MEMORANDUM OF UNDERSTANDING**  
**Between the Cuyahoga Soil and Water Conservation District**  
**and**  
**Mayfield Village**

This Memorandum of Understanding (“MOU”) is made this \_\_\_ day of \_\_\_\_\_, 2015 (“Effective Date”), between the Cuyahoga Soil and Water Conservation District (SWCD) and Mayfield Village (“Village”), for providing assistance with technical assistance in implementing soil and water conservation measures.

**Purpose** – Implementation of a conservation program that promotes best practices for pollution prevention and corresponds with the Village’s Municipal Separate Storm Sewer System (MS4) permit.

Recognizing the need for effective collaboration in protecting soil and water resources and in carrying out its mandated responsibilities, especially related to the National Pollutant Discharge Elimination System (NPDES) Storm Water Permit, the Village and the Cuyahoga SWCD accept this agreement as the document which describes the process for exchange. Cooperation between these two units of government facilitates solutions to problems encountered by the Village as it plans for the development/redevelopment and conservation of its environment, as well as, water quality improvements. The Ohio Revised Code, Chapter 1515, describes the Cuyahoga SWCD’s authority for engaging in this Mutual Agreement.

NOW, THEREFORE, the parties’ understanding is as follows:

**Project Tasks**

The Cuyahoga SWCD and the Village have mutually agreed to the scope of technical assistance related to pollution prevention on disturbed sites, including construction sites disturbing one or more acres of total land, including the entire area disturbed in the larger common plan of development or sale ( $\geq 1$  acre) as required under the NPDES rules. Construction activities disturbing less than one acre and not part of a larger common plan of development or sale of total land ( $< 1$  acre), and not covered under the NPDES rules, will be reviewed by the Cuyahoga SWCD as requested by the Village.

The Cuyahoga SWCD will: (i) perform storm water pollution prevention plan (SWP3) reviews for proposed development, redevelopment and infrastructure renovation projects; (ii) perform abbreviated construction plan reviews, as requested by the Village; (iii) perform field reviews of active construction projects; (iv) perform long-term maintenance field reviews of post-construction water quality facilities; and (vii) provide written technical advisory reports detailing plan review recommendations, site conditions, and recommendations for compliance and/or maintenance activities needed.

**Cuyahoga SWCD’s Role Related to Storm Water Pollution Prevention Activities**  
*(NPDES, Minimum Control Measures 4 and 5)*

1. The Cuyahoga SWCD will provide technical assistance, related to storm water pollution prevention and storm water quality management, as requested, including:
  - a. Review of development, redevelopment, and infrastructure renovation plans for compliance with NPDES rules (Ohio Revised Code 3745 39-04 (B) (1) through (6)) and the current edition of Ohio’s Rainwater and Land Development standard guidance manual;
  - b. Provide rapid field assessment of soils and soil quality; and
  - c. Provide an annual report of all activities undertaken (including copies of any other data collected).
  
2. The annual conservation program will include technical assistance related to NPDES covered construction activities of an estimated of : (i) 4-6 active construction sites ( $\geq 1$  acre); (ii) initial SWP3

review ( $\geq 1$  acre); (iii) subsequent SWP3 review ( $\geq 1$  acre); (iv) technical advisory inspection and reporting (12 per year per site) once construction begins; (v) 16-18 annual long-term maintenance field reviews, including rapid field assessment, of post-construction water quality facilities. Plan review of abbreviated construction plans will be performed as requested by the Village.

3. The Cuyahoga SWCD will also provide technical advice on planning issues, including:
  - a. Technical assistance on local legislation if the Village pursues universal application of accepted best management practices at construction sites;
  - b. Sound *storm water* management;
  - c. Protection of sensitive natural areas;
  - d. General evaluation of sensitive areas such as creeks, floodplains, soils, slopes, wetlands, watersheds, woodlands or other unique areas that are planned for development;
  - e. Recommendations for stream bank and wetlands restoration, slope erosion control; and
  - f. Small drainage systems and wildlife habitat enhancements.

### **Village's Role Related to Storm Water Pollution Prevention Activities**

1. The Village will designate someone to serve as the Village's liaison for the storm water pollution prevention program.
2. The Village will recognize the environmental and economic functions of naturally-vegetated open spaces, such as wetlands, stream corridors, ravines, woodlands and fields as worthy of the Village's protection as open space.
3. The Village will utilize the Cuyahoga SWCD's technical assistance including plan reviews, project inventories, evaluations, and inspections of planned construction sites, water quality and water quantity basins or sensitive natural areas of concern.
4. The Village will direct builders, developers and consultants to the Cuyahoga SWCD for assistance on planning and conservation early in the concept planning stage of the construction planning cycle.
5. The Village will adopt, apply and enforce Cuyahoga SWCD recommendations by not authorizing commencement and/or issuing work stoppage and other remedies.
6. The Village will provide the Cuyahoga SWCD with field surveys, proposed layouts, designs or meeting notices needed for adequate technical assistance in a timely manner.
7. The Village recognizes that the Cuyahoga SWCD has no regulatory authority to enforce NPDES rules.

### **Agreed Procedures**

- The Village agrees to grant an annual conservation appropriation to the SWCD, not to exceed \$13,000 per twelve month period following the Effective Date and the Cuyahoga SWCD agrees to use the grant funds to provide a conservation program for the Village.
- The Village and the SWCD will determine the most effective manner to appropriate the funds.
- 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.
- The Cuyahoga SWCD is not granted regulatory authority in the Ohio Revised Code.

- The Cuyahoga SWCD and the Village will meet at least once a year to coordinate a work plan and exchange information.
- The Cuyahoga SWCD will provide the Village with a written annual summary, relevant to its role, as outlined in this MOU.
- The NPDES rules, current edition of Ohio’s Rainwater and Land Development standard guidance manual, and standards of the USDA, Natural Resources Conservation Service will be used in planning and application of conservation measures.
- That both parties will review quality of assistance and address concerns as they arise.
- That all assistance provided by the Cuyahoga SWCD is offered on a non-discriminatory basis without regard to race, age, marital status, handicap or political persuasion.
- The Village recognizes the Cuyahoga 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.

**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 provide 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”). This MOU shall terminate on the 12-month anniversary of the Initial Effective Date in the event the Village does not renew this MOU as set forth herein.

This MOU may be renewed by Village for any 12-month period following the Initial MOU Term (a “Subsequent MOU Term”) provided that the SWCD receives written notice, as described above (a “Subsequent Village Notice”), not less than 30 days prior to expiration of the Initial MOU Term (the date the SWCD receives a Subsequent Village Notice, a “Subsequent Effective Date”), and shall continue to renew for any 12-month period provided that the SWCD receives a Subsequent Village Notice not less than 30 days prior to expiration of any Subsequent MOU Term then in effect.

This MOU may be amended or terminated at any time by mutual consent of both parties, or the agreement may be terminated by either party giving thirty (30) day’s advance written notice to the other.

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

Cuyahoga Soil & Water  
Conservation District

Mayfield Village

\_\_\_\_\_

\_\_\_\_\_

By: Ruth Skuly  
Chair

By: Hon. Bruce Rinker  
Mayor

Date:

Date: