

**AN EMERGENCY RESOLUTION
AUTHORIZING MAYFIELD VILLAGE 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 AND AUTHORIZING MAYFIELD
VILLAGE TO EXPEND FUNDS IN AN AMOUNT NOT TO EXCEED \$13,000 TO THE
CUYAHOGA SOIL AND WATER CONSERVATION DISTRICT**

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; and

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 4 and 5 for the National Pollutant Discharge Elimination System (NPDES) for Storm Water as defined in Ohio Administrative Code Section 3745-39-04(B)(1) through (6); 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.

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 authorizes the Mayor to execute the Memorandum of Understanding with Cuyahoga Soil and Water Conservation District attached hereto as **Exhibit A**.

SECTION 2. The Council of Mayfield Village hereby approves and authorizes an expenditure not to exceed \$13,000.00 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 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 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 and to provide measures for soil and water conservation 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: _____, 2022

Second Reading: _____, 2022

Third Reading: _____, 2022

PASSED: _____, 2022

BRENDA T. BODNAR, Mayor

APPROVED AS TO FORM:

DIANE A. CALTA, ESQ.
Director of Law

ATTEST: _____
MARY E. BETSA, MMC
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 _____, 2022 (“Effective Date”), between the Cuyahoga Soil and Water Conservation District (SWCD) and Mayfield Village (“Village”), for 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 and water quality improvements. The Ohio Revised Code, Chapter 940, 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 (≥ 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.

NPDES, Minimum Control Measure 4 – Stormwater Pollution Prevention/Erosion & Sediment Control

1. The Cuyahoga SWCD will provide technical assistance, related to storm water pollution prevention and stormwater quality management, as requested, including:

Preliminary site planning meetings or conference calls

- a. Review of development, redevelopment, and infrastructure renovation plans for compliance with NPDES rules (Ohio Administrative 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:

- a. 4-6 active construction sites (≥ 1 acre)

- b. Initial SWP3 reviews, as received (≥ 1 acre)
 - c. Subsequent SWP3 review, *as needed* (≥ 1 acre)
 - d. Technical advisory inspections (field reviews) and reporting (12 per year per site) once construction begins
 - e. Plan reviews for abbreviated construction plans will be performed by request of the City.
3. Construction site activities \$11,000.00

NPDES, Minimum Control Measure 5 – Post Construction Stormwater Management

- 1. As required under the MS4 Permit, the Cuyahoga SWCD will also provide annual inspections of all post construction stormwater control measures (water quality and water quantity basins):
 - a. Transition meetings will be held with SWCD staff, city personnel and site personnel to review long-term operations and maintenance needs, and reporting requirements
 - b. 12-18 annual long-term maintenance field reviews, including rapid field assessment, of post-construction stormwater quality facilities
 - c. Technical advisory inspection and reporting to the City and landowners with SCMs on their properties
 - d. Project file management
 - e. Mapping of facility locations
 - f. Maintenance program fact sheets, individual site assessments and training, when needed.
- 2. Post-Construction Program-\$2,000.00

The Cuyahoga SWCD will also provide technical advice on planning issues, including:

- a. Technical assistance on local legislation if the City 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: Sherri Lippus
Chair

By: Hon. Brenda T. Bodnar
Mayor

Date:

Date:

By: Stephen Schutt, Council President

Approved as to Form:

Diane A. Calta, Law Director