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3 CITY OF CUYAHOGA FALLS, OHIO

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5 RESOLUTION NO. 5 - 2014

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7 A RESOLUTION AUTHORIZING THE MAYOR TO  
8 ENTER INTO A MEMORANDUM OF AGREEMENT  
9 WITH THE SUMMIT SOIL AND WATER  
10 CONSERVATION DISTRICT (SWCD), AND DECLARING  
11 AN EMERGENCY.  
12

13 WHEREAS, the City of Cuyahoga Falls is responsible for carrying out the  
14 mandated responsibilities inherent in the NPDES (National Pollutant Discharge  
15 Elimination System) Phase II Storm Water Permit; and  
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17 WHEREAS, the City recognizes the need for effective collaboration with other  
18 communities to successfully implement water quality education programs for its  
19 citizens; and  
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21 WHEREAS, the Summit SWCD has the technical and educational expertise  
22 and staff to assist communities with such cooperation; and  
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24 WHEREAS, it is in the best economical and practical interests of the  
25 community to work with the Summit SWCD to assist the community and provide  
26 reasonable appropriations to Summit SWCD to this end; and  
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28 WHEREAS, in an effort designed to encourage cooperation towards the  
29 attainment of environmental stewardship including but not limited to the goals in  
30 the community's National Pollutant Discharge Elimination System (NPDES) Phase  
31 II Municipal Storm Water Permit, and to appropriate funds towards the general  
32 operations of the SWCD which support this effort the parties are desirous of  
33 entering the attached Agreement.  
34

35 NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Cuyahoga  
36 Falls, County of Summit and State of Ohio, that:  
37

38 Section 1. The Mayor hereby is authorized to enter into and execute on behalf of  
39 the City the Memorandum of Agreement Between the Summit Soil & Water  
40 Conservation District substantially in the form attached hereto and incorporated  
41 herein as Exhibit "A".  
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43 Section 2. It is found and determined that all formal actions of this Council  
44 concerning and relating to the adoption of this Resolution were taken in open  
45 meeting or to the public and in full compliance with all legal requirements,  
46 including without limitations, those set forth in Section 121.22 of the Ohio Revised  
47 Code.  
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49        Section 3. This resolution is hereby declared to be an emergency measure  
50 necessary for the preservation of the public peace, health, safety, convenience and  
51 welfare of the City of Cuyahoga Falls and the inhabitants thereof, for the reason  
52 that it is immediately necessary to permit timely and appropriate development of  
53 this property, and provided it receives the affirmative vote of two thirds of the  
54 members elected or appointed to Council, it shall take effect and be in force  
55 immediately upon its passage and approval by the Mayor; otherwise it shall take  
56 effect and be in force at the earliest period allowed by law.

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Passed: 3/24/2014

May Ellen Ryke  
President of Council

David Cairn  
Clerk of Council

Approved: 3-26-14

[Signature]  
Mayor

3/10/14  
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## **Memorandum of Agreement**

**Between**

**The Summit Soil & Water Conservation District**

**And**

**The City/Village/Township of \_\_\_\_\_, Summit County, Ohio**

Upon this \_\_\_\_day of \_\_\_\_\_ this Memorandum of Agreement was entered into by and between the Summit Soil and Water Conservation District, hereinafter referred to as the District, and the City/Village/Township of \_\_\_\_\_.

Recognizing the need for effective collaboration in carrying out their mandated responsibilities, especially related to the NPDES Phase II Storm Water Permit, the City/Village/Township of \_\_\_\_\_ and the District enter into this Memorandum of Agreement as the document which provides the duties and responsibilities of each entity and the process for exchange. Cooperation between the two units of government facilitates solutions to problems encountered by the City/Village/Township as it plans for the development and redevelopment of land and the conservation of natural resources, as well as water quality improvements. The Ohio Revised Code, Chapter 1515, describes the District's authority for engaging in this Mutual Agreement.

The District will provide technical and educational assistance as outlined herein to the City/Village/Township of \_\_\_\_\_ as outlined below.

Project Tasks:

For ease of understanding, this agreement is arranged according to the order of the Six Minimum Control Measures for the National Pollutant Discharge Elimination System (NPDES) Phase II for Storm Water as defined within the Ohio Revised Code 3745-39-04 (B)(1) through (6).

**District's Role Related to Public Involvement and Public Education Activities**  
**Minimum Control Measures 1 & 2**

The District will work with the City/Village/Township to provide the public education and public involvement services listed in the Summit County Storm Water Management Plan (SWMP) and subsequent updates and/or others as mutually agreed upon. The goal of the public involvement and public education program is to reach diverse stakeholders, including community residents, staff, school children, teachers, and others through the following services:

1. District staff will coordinate activities related to water quality, watersheds, storm water management, and non-point source pollution prevention and facilitate their implementation with feedback from the Community's Storm

Water Program Manager, Public Involvement Public Education (PIPE) representative or designee.

2. District staff will attend Community meetings or speak with Community officials, as requested.
3. District will work with the PIPE communities and the regional NEO- PIPE group to establish pollution prevention themes for the 5-year permit term.
4. The District will provide the Community with information about environmental events; and/or assist the Community in planning and promoting community storm water events and public participation opportunities, including identifying partnerships with various community stakeholders. An event may include stream clean ups, storm drain stenciling, water festivals, storm-water themed contests or other activities to engage the public.
5. On the Community'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 provided to the Community for outreach efforts.
6. The District will create theme-related posters (2 per year minimum) annually for the Community.
7. The District will provide 1 storm water or watershed-related factsheet or brochure per theme for the Community's display and/or other uses.
8. The District will provide media articles annually for the Community newsletter/web page, as requested (4 per year minimum.) The SWCD will work with the appropriate staff person to place the information in Community publications.
9. The District will host annually, a minimum of one educational program, training, or workshop to provide tools with current curriculum benchmarks, related to soils, water quality, storm water and/or watersheds for teachers in grades K-12;
10. The District 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.
11. The District will provide a detailed annual report of all activities undertaken, including copies of all fliers, notices, and types of stakeholders reached, attendance records and any data collected for inclusion in the Community's storm water management plan annual report.

**District's Role Related to Storm Water Pollution Prevention Activities**  
**Minimum Control Measures 4 & 5**

The District and the Community have mutually agreed to the Scope of Services listed. As related to storm water pollution prevention on construction sites, projects 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 general construction storm water permit will be reviewed by the District as requested by the Community. 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 general construction storm water permit, may be reviewed by the District as requested by the Community.

1. The District will provide technical services, related to storm water pollution prevention and storm water quality management, as requested, including:
  - a. Review and approve Storm Water Pollution Prevention Plans for all public and private construction activity that disturb one acre or greater or are part of a larger common plan of development or for sale that results in a total land disturbance of one acre or greater, for compliance with the Community's operation standards and/or the Community's ordinances to control erosion, sediment, non-sediment pollutants, post-construction best management practices, and riparian and wetland setbacks, and the most recent version NPDES general construction storm water permit requirements;
  - b. Conduct monthly compliance inspections of *active* construction sites, and quarterly inspections of *idle* sites. The inspection frequency may occur more often than once per month due to compliance issues and/or complaints received from the public. The District will inspect all phases of construction until they have reached final stabilization and all temporary control measures have been removed;
  - c. Provide qualified staff for all inspections and plan reviews. The District will perform inspections at the minimum frequencies required, document findings and assist with compliance;
  - d. Assist the Community in maintaining an inventory of all active public and private construction sites and update as new projects are permitted and projects are completed;
  - e. Provide an annual report to the City/Village/Township of all activities undertaken, including number of plans reviewed, SWPPPs approved, inspections provided, and numbers of NOVs, and complaints and the status/resolution of violations and complaints;
  - f. Assist the Community with MS4 audits and have staff present during MS4 audits if requested.
  
2. The District will also provide technical advice on planning issues, including:

- a. Assistance, as requested, in the development of ordinances to protect the natural resources and insure the health and safety of residents of the City/Village/Township/Township of \_\_\_\_\_.
  - b. Protection of sensitive natural areas including wetlands, steep slopes and stream setback areas;
  - c. General evaluation of sensitive areas such as streams and their associated setbacks, floodplains, soils, slopes, wetlands, watersheds, woodlands or other unique areas that are planned for development;
  - d. Review of SWPPPs for stream and wetland restoration, slope and critical area erosion control.
  - e. Review of "Concept" and Preliminary Plans for development/redevelopment plans of residential, recreation, general grading, commercial, and industrial projects with regards to soil limitations, wetlands, riparian and other natural resource information pertinent to the site as requested.
3. The District will keep the City/Village/Township/Township of \_\_\_\_\_ informed of rules and regulations affecting land use issues and natural resources within the Community.

**Community's Role Related to Public Involvement and Public Education Activities**  
**Minimum Control Measures 1 and 2**

The City/Village/Township of \_\_\_\_\_ will cooperate with the District in the development and implementation of programs to protect and enhance the natural resources within the City/Village/Township of \_\_\_\_\_ as well as attain the goals of the Community's/Village's NPDES Storm Water Permit.

1. The Community will recognize the environmental and economic functions of open spaces, such as wetlands, riparian setbacks, ravines, woodlands and fields as worthy of the Community's protection.
2. The Community will utilize the education materials provided by the District to educate and inform its residents on theme-related storm water pollution topics.
3. The Community will provide volunteer opportunities and other storm water related participation activities for its residents with a clear pollution prevention theme-oriented message.
4. The Community will actively participate in the Public Education Public Involvement (PIPE) work group by attending meetings and taking advantage of educational opportunities, training endeavors and jointly sponsored programs and activities.
5. The Community will promote the annual storm water theme in its programs, educational materials, on its web page and through local programs.

6. The Community will send the appropriate personnel to storm water training events sponsored by Summit SWCD, OEPA or the Northeast Ohio Storm Water Training Council as required to properly implement their storm water permit.
7. The Community will use the information and data provided by the Summit SWCD to fill out their annual MS4 permit reporting form for OEPA.

**Community's Role Related to Storm Water Pollution Prevention Activities**  
**Minimum Control Measures 4 & 5**

1. The Community will utilize the District's technical services on an as-needed basis, including plan reviews, landowner assistance, complaint resolution, and inspections of planned and active construction sites or sensitive natural areas of concern to the Community.
2. The Community will direct builders, developers and consultants to the District for assistance on planning and conservation early in the planning process, before permits are applied for and issued.
3. The Community will enforce construction site SWPPP compliance issues within the timeline specified in the Community's Erosion and Sediment Control Ordinance and take the necessary actions to bring the site into compliance. Such actions may include on-site meetings with the developer and contractor, stop work orders and/or the issuance of fines. The Community recognizes that the District has no authority to enforce compliance issues.
4. The Community will ensure one copy of the Storm Water Pollution Prevention Plan (SWPPP) and subsequent revisions for all public and private construction activity that disturb one acre or greater or are part of a larger common plan of development or for sale that results in a total land disturbance of one acre or greater, to the District for review and approval. An electronic copy of the final approved version of the SWPPP will be provided by the developer to both the Community and the District.
5. The traditional storm water management reviews will be performed by the City/Village/County Engineer.
6. The Community's Engineer will be responsible for decisions regarding water quality practice choices and alternative best management practices on small construction sites where 5 acres or less are disturbed. Any changes in the improvement/storm water management drawings for a project will require a subsequent review of the SWPPP by the District.
7. The Community will withhold improvement drawing approvals or permits and final plat approvals, and prohibit the commencement of clearing and construction for all proposed commercial, residential or industrial projects until the Storm Water Pollution Prevention Plan has been approved by the District, all fees have been paid that are owed to the District and a pre-construction meeting

has been held with the Summit SWCD, Community, Developer, Contractor and other interested parties.

8. The Community will withhold all approvals for future phases of a project with existing site compliance issues. The Community may also withhold permits and/or approvals for other projects proposed by a developer with existing SWPPP compliance issues.
9. The Community will require as-builts of all storm water and water quality practices on completed construction projects to ensure compliance with the approved SWPPP and acceptance by the Community.
10. The Community will ensure the execution of the Long Term Maintenance Agreement for the perpetual maintenance of the post construction practices.
11. The Community will adopt and apply natural resource recommendations made by the District which are reasonable and acceptable to the City/Village/Township of \_\_\_\_\_.

#### **Mutually Agreed Upon Procedures**

- That the SWCD is a conservation technical and educational service agency and therefore is not granted regulatory authority in the Ohio Revised Code.
- The standards and specifications of the District including the current Rainwater and Land Development Manual and subsequent updates, and the latest version of the Ohio EPA General Construction Permit of Ohio and the Ohio EPA MS4 Permit will be used in the planning and application of conservation measures.
- The working relationship will be defined to include lines of communications with appropriate departments. The District and the Community will meet at least once a year to coordinate a work plan and exchange information.
- The District will provide written information for the annual reports (Minimum Control Measures 1, 2 and 4) to the Community, relevant to its role, as outlined in this MOU. The Community will submit the Annual Report to the Ohio EPA, which will include, but is not limited to the reports provided by the District, as required by its Storm Water Permit.
- That all parties will review quality of service and address concerns as they arise.
- That credit will be given jointly to the SWCD and the Community in natural resource/ NPDES Phase II related publications.
- All services of the District are offered on a non-discriminatory basis without regard to race, gender, age, marital status, handicap or political persuasion.

- The Community recognizes the District's obligation to make its reports and other written materials available to the public on request in accordance with the Ohio Public Records Act.

This agreement may be amended or terminated at any time by mutual consent of both governments, or terminated by either party giving sixty (60) days notice in writing to the other.

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

**SUMMIT SOIL & WATER CONSERVATION DISTRICT**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**CITY/VILLAGE/TOWNSHIP OF \_\_\_\_\_, OHIO**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_