

RESOLUTION NO.: 2022- 05

FIRST READING JANUARY 10, 2022

SECOND READING WAIVED

INTRODUCED BY: RUTH CAVANAGH

THIRD READING WAIVED

A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN SOUTH RUSSELL VILLAGE AND CHAGRIN RIVER WATERSHED PARTNERS, INC. REGARDING ASSISTANCE WITH ITS DUTIES REQUIRED BY ITS GENERAL NATIONAL POLLUTION DISCHARGE AND ELIMINATION SYSTEM PERMIT NO. OHQ000004 AND DECLARING AN EMERGENCY.

WHEREAS, South Russell Village has obtained from the Ohio Environmental Protection Agency (“OEPA”) a General National Pollution Discharge and Elimination System (“NPDES”) permit, bearing permit number OHQ000004, authorizing the discharges of stormwater from its municipal separate storm sewer (“MS4”);

WHEREAS, Chagrin River Watershed Partners, Inc. (“CRWP”), a non-profit corporation formed by the communities in the Chagrin River watershed assists municipalities in administering the duties required by its NPDES permit; and

WHEREAS, as a member in good-standing of CRWP, South Russell Village and CRWP desire to enter into a memorandum of understanding to fully define CRWP’s role in assisting South Russell Village to administer its duties pursuant to its NPDES permit.

NOW THEREFORE BE IT RESOLVED, by the Council of the Village of South Russell, Geauga County, and State of Ohio, that:

SECTION 1. The Memorandum of Understanding between South Russell Village and CRWP regarding assistance with South Russell Village’s duties required by its NPDES permit (“MOU”), which MOU is attached hereto and incorporated herein by reference as **Exhibit A**, is hereby approved.

SECTION 2. The Mayor is hereby authorized to execute the MOU on behalf of the South Russell Village.

SECTION 3. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage 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 on or after December 2, 1975, that resulted in formal actions, were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 4. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety, and welfare and for the further reason to allow CRWP’s immediate assistance to South Russell Village to fulfill its duties pursuant to its NPDES permit; wherefore, wherefore, provided it receives the affirmative vote of at least two-thirds (2/3) of all members elected to Council, this Resolution shall be in full force and effect immediately upon its passage.

William S. Rone

Mayor - President of Council

ATTEST:

Danielle Romanowski

Fiscal Officer

I certify that Resolution No. 2022 - 05 was duly enacted on the 10TH day of JANUARY, 2022, by the Council of the Village of South Russell, and posted in accordance with the Codified Ordinances of the Village.

Danielle Romanowski

Fiscal Officer



*Chagrin River Watershed Partners, Inc.
Phase II Member Assistance*

**MEMORANDUM OF UNDERSTANDING
Chagrin River Watershed Partners, Inc. & South Russell Village**

This Memorandum of Understanding (MOU) is between South Russell and Chagrin River Watershed Partners, Inc. (CRWP). The duration of this agreement shall be from April 1, 2021, to March 31, 2026, subject to annual review and modification as provided below.

Section A

The purpose of this MOU is to acknowledge certain duties undertaken by South Russell in fulfillment of a permit from the Ohio Environmental Protection Agency, (Ohio EPA) authorizing discharges of stormwater from a municipal separate storm sewer system (MS4), and to define the role of the CRWP in assisting South Russell to fulfill those duties. The parties to this MOU hereby recognize the following background to this MOU:

1. CRWP is a non-profit corporation formed by communities in the Chagrin River watershed to assist those communities in the management of stormwater runoff and related resource management issues. CRWP, through its staff, is a recognized expert in stormwater management issues.
2. South Russell is a member in good standing of CRWP.
3. South Russell is required to obtain a permit from Ohio EPA under General National Pollution Discharge and Elimination System (NPDES) Permit No.: OHQ000004 for stormwater discharges from its MS4, as defined in the permit.

Section B

Under this MOU, South Russell agrees to the following:

1. It will use its best faith efforts to provide CRWP with information about its obligations under the permit, issues pertinent to stormwater management, and the plans, programs, and resources that it has committed to fulfilling its obligations under the permit.
2. It will consider in good faith each year its decision to retain membership in CRWP and will continue such membership as long as it is deemed in the best interests of South Russell. Nothing in this agreement shall be construed to commit South Russell to continuing membership in CRWP.
3. Its permit obligations are solely its responsibility and will continue in accordance with the terms of the permit whether or not South Russell remains a member of the CRWP.

Section C

Under this MOU, CRWP agrees to the following:

1. It will use best faith efforts to collect information, consult with South Russell on its program and plans, and assist South Russell in review and implementation of its Stormwater Management Program and fulfilling its obligations under the permit.
2. All time spent by staff on the Membership Benefit Services listed in this MOU will be



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covered by South Russell's annual dues to CRWP or other funding secured by CRWP. Any increases to CRWP Member dues are determined by the CRWP Board of Directors, on which South Russell is represented. South Russell shall reimburse CRWP for all out-of-pocket costs incurred on its behalf. Any additional work for specific materials, consulting, or programs may be offered through fee for service at CRWP's discounted member rate. All additional work will be mutually agreed upon. Nothing in the MOU shall be construed to commit South Russell to any specific expenditure.

Section D

Under this MOU, CRWP further agrees to provide the following services to South Russell upon request:

1. **Minimum Control Measures #1: Public Education and Outreach.**
 - a. **Membership Benefit Services:** Services offered as part of CRWP's membership benefits supported by South Russell's annual dues to CRWP or other funding secured by CRWP:
 - i. Provide two (2) articles per year via e-blast notification to South Russell to be used for print media, digital media, or social media related to stormwater and watershed management issues.
 - ii. Assist in the preparation and presentation of public educational materials and presentations offered through the Northeast Ohio Public Involvement and Public Education workgroup.
 - b. **Additional Services Available:** Additional services can be offered in addition to the membership benefits. In some cases, these additional services can be supported by grants and service agreements awarded to CRWP. If not, CRWP may be able to assist at our discounted member rate. These additional services include:
 - i. Provide individualized educational materials to be used for print media, digital media, or social media related to stormwater and watershed management issues.
 - ii. Participate as a speaker and offer technical advice for public meetings and events as requested by South Russell. CRWP's participation may include developing presentations and related handouts and researching and recommending other speakers as dictated by the topic. CRWP will also notify South Russell of meetings outside of South Russell and assist South Russell in advertising these to residents. South Russell, or sponsoring organization, will organize and advertise these public meetings. This service will be coordinated with and complimentary to any other service providers.
 - iii. CRWP can provide direct outreach and educational resources to landowners at South Russell's request.
2. **Minimum Control Measures #2: Public Involvement and Participation.**
 - a. **Membership Benefit Services:** Services offered as part of CRWP's membership benefits supported by South Russell's annual dues to CRWP or other funding secured by CRWP:



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- i. CRWP will provide a model erosion and sediment control code for South Russell use to be compliant with Ohio EPA's most recent MS4 and Construction General permits.
 - b. **Additional Services Available:** Additional services can be offered in addition to the membership benefits. In some cases, these additional services can be supported by grants and service agreements awarded to CRWP. If not, CRWP may be able to assist at our discounted member rate. These additional services include:
 - i. CRWP can provide individualized assistance to South Russell with updating its erosion and sediment control code to be compliant with Ohio EPA's most recent MS4 and Construction General permits. CRWP can also support South Russell in implementing its erosion and sediment control code.
 - ii. CRWP can provide additional technical assistance for meeting the requirements of this MCM such as construction site visits, recommendations for improving erosion and sediment control on development sites, recommendations to assist communities with interpreting and enforcing ordinances, or review of site plans.

5. **Minimum Control Measure #5:** *Post-Construction Stormwater Runoff Control on New Development and Redevelopment.*
 - a. **Membership Benefit Services:** Services offered as part of CRWP's membership benefits supported by South Russell's annual dues to CRWP or other funding secured by CRWP:
 - i. CRWP will provide model codes to implement South Russell's Stormwater Management Program under this MCM.
 - ii. CRWP will assist in the preparation and presentation of educational materials and presentations on post-construction stormwater management.
 - b. **Additional Services Available:** Additional services can be offered in addition to the membership benefits. In some cases, these additional services can be supported by grants and service agreements awarded to CRWP. If not, CRWP may be able to assist at our discounted member rate. These additional services include:
 - i. CRWP can provide individualized assistance to South Russell with updating its comprehensive stormwater management code to be compliant with Ohio EPA's most recent MS4 and Construction General Permits. CRWP can also support South Russell in implementing its comprehensive stormwater management code.
 - ii. At South Russell's request, review development plans and advise on effective post-construction stormwater management techniques including stormwater control measures that address water quality problems noted in the U.S. EPA approved Total Maximum Daily Loads for the Chagrin River Watershed (http://www.epa.ohio.gov/portals/35/tmdl/ChagrinRiverTMDL_final_may07.pdf).



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- iii. CRWP can assist South Russell with identifying stormwater basin retrofit and restoration projects that qualify as a performance standard required under Permit No.: OHQ000004.
 6. **Minimum Control Measure #6: Pollution Prevention and Good Housekeeping on Community Operations.**
 - a. **Membership Benefit Services:** Services offered as part of CRWP's membership benefits supported by South Russell's annual dues to CRWP or other funding secured by CRWP:
 - i. At South Russell's request, CRWP can provide one annual walk-through of municipal facilities.
 - ii. CRWP has developed a virtual staff training on Pollution Prevention and Good Housekeeping on Community Operations for South Russell's use.
 1. Additional information regarding this training can be found here: <https://crwp.org/staff-training-video-mcm-6/>
 - b. **Additional Services Available:** Additional services can be offered in addition to the membership benefits. In some cases, these additional services can be supported by grants and service agreements awarded to CRWP. If not, CRWP may be able to assist at our discounted member rate. These additional services include:
 - i. CRWP can assist in the preparation and presentation of educational materials and presentations on this MCM.
 - ii. CRWP can provide additional quarterly walk-throughs of municipal facilities and provide recommendations regarding implementing this MCM to assist with meeting permit requirements.
 1. For small MS4 facilities that do not require NPDES industrial storm water general permit coverage but require a SWPPP in accordance with Part III.B.6.c of the Permit No.: OHQ000004, routine facility inspections for these facilities must be conducted at least quarterly.
7. CRWP will cooperate with other providers of services to South Russell in fulfillment of permit requirements including, but not limited to, local health districts and soil and water conservation districts.
8. CRWP can assist South Russell in the preparation of grant proposals as requested to improve stormwater management. In some cases, this assistance can be supported by grants and service agreements awarded to CRWP. If not, CRWP may be able to assist at our discounted member rate.
9. CRWP will provide a list of services rendered to South Russell to aid in the preparation of its Phase II annual report to Ohio EPA.



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10. CRWP may provide other services, as appropriate, as requested by South Russell. In some cases, these additional services can be supported by grants and service agreements awarded to CRWP. If not, CRWP may be able to assist at our discounted member rate.

Section E

It is intended by the parties that this MOU clearly express the intentions and understandings of the parties that will govern their best faith efforts to cooperate in the fulfillment of South Russell's obligations under the Ohio EPA Permit. Nothing herein shall be considered a contractual commitment by either party.

South Russell's binding obligations shall be limited to the terms of the permit and to decisions that may be made by the appropriate officials, acting in accordance with Ohio law.

CRWP's good faith efforts to provide the assistance described herein shall continue only as long as South Russell remains a member in good standing of CRWP, in accordance with the ordinances of the corporation. CRWP's provision of services under this MOU shall also be consistent with its mandate to provide similar services to its other member communities and park districts on a fair and equitable basis.

Section F

This MOU may be reviewed on an annual basis and modified to the extent necessary to effectively meet the goals of each of the parties. Either party may terminate this agreement upon 30 days written notice. Upon termination, the parties will seek to fulfill pending projects and commitments based upon mutual agreement.

This memorandum and the understandings contained herein are hereby accepted by South Russell and CRWP.

Chagrin River Watershed Partners, Inc.

South Russell Village

Heather Elmer, Director



William Koons, Mayor

Date



Date