

RESOLUTION NO.	<u>2022-84</u>	FIRST READING	<u>October 10, 2022</u>
		SECOND READING	<u>WAIVED</u>
INTRODUCED BY:	<u>Gerald Canton</u>	THIRD READING	<u>WAIVED</u>

A RESOLUTION APPROVING THE MASTER RAIN GARDENER AGREEMENT BETWEEN THE CHAGRIN RIVER WATERSHED PARTNERS, INC. AND THE VILLAGE OF SOUTH RUSSELL, AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE VILLAGE AND DECLARING AN EMERGENCY.

WHEREAS, the Chagrin River Watershed Partners, Inc. (“CRWP”), of which the Village of South Russell is a member in good-standing, offers the Master Rain Gardener program (“Program”) through a partnership among CRWP, the Cuyahoga Soil and Water Conservation District, and Lake County Soil and Water Conservation District which, among other things, installs rain gardens in public places in an effort to reduce stormwater, improve water quality, and mitigate floodings; and

WHEREAS, the Village of South Russell desires to partner with CRWP to install a rain garden through the Program at the South Russell Village Park.

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

SECTION 1. The Master Rain Gardener Agreement, which is attached hereto and incorporated herein by reference as **Exhibit A**, between CRWP and the Village of South Russell for CRWP to install a rain garden through the Program is hereby approved.

SECTION 2. The Mayor is hereby authorized to execute the Master Rain Gardener Agreement on behalf of the Village of South Russell.

SECTION 3. The effective date of the Master Rain Gardener Agreement is hereby retroactive to September 29, 2022.

SECTION 4. 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 5. 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 memorialize the terms and conditions of the already-installed rain garden in the South Russell Village Park; 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.



Mayor - President of Council

ATTEST:



Fiscal Officer

I certify that Resolution No. 2022 - 84 was duly enacted on the 10TH day of OCTOBER, 2022, by the Council of the Village of South Russell, and published in accordance with the Codified Ordinances of the Village.

Danella Romanowski
Fiscal Officer



EXHIBIT A



MASTER RAIN GARDENER AGREEMENT

Public Rain Garden Installation – The Village of South Russell

Please complete this form and return it to:

Kaylee Acres

Chagrin River Watershed Partners, Inc.

PO Box 229

Willoughby, OH 44096

kacres@crwp.org

Site Owner: The Village of South Russell

Address: South Russell Village Park - 1000 Bell Rd, South Russell, OH 44022

Chagrin River Watershed Partners, Inc. (CRWP) is partnering with the Village of South Russell (the Village) to install a rain garden at South Russell Village Park through the Master Rain Gardener (MRG) program. The MRG program is administered through a partnership between CRWP, Cuyahoga Soil and Water Conservation District, and Lake County Soil and Water Conservation District that consists of a 5-week course that trains residents and professionals to design, install, and maintain rain gardens. As a part of the program, public rain gardens are installed throughout the region by students and volunteers with the guidance of instructors during public rain garden field days. During a field day, the participants design and install a rain garden on site from start to finish in one day. Instructors plan the technical and logistical aspects of the rain garden ahead of time, including furnishing plant choices and working with the sites on rain garden design aspects. Participation in this project is an environmentally beneficial step that the Village wants to take to reduce stormwater, improve water quality, and mitigate flooding.

By signing this contract, the Village agrees to allow a rain garden to be installed at this site as part of the MRG program. The design and installation will be completed by CRWP in collaboration with its partners, MRG students, volunteers, and the Village and will follow guidelines outlined in the MRG program. CRWP will manage the rain garden funds, procure materials and services, and provide staff time, volunteers, and technical expertise to install the rain garden. At the Village's request, CRWP and partners can assist with identifying volunteers to assist with rain garden maintenance after installation. Obtaining a volunteer to maintain the rain garden is not guaranteed.

Permissions: (Please initial each line)

The Village is the legal owner of the property located at South Russell Village Park - 1000 Bell Rd, South Russell, OH 44022, and hereby acknowledges and agrees to:

1. Give permission to CRWP and its partners to enter South Russell Village Park to advise the Village on an appropriate rain garden location and oversee the installation.
2. Give permission to CRWP and its partners to enter South Russell Village Park to install the rain garden on a mutually agreed upon date.
3. Give permission to CRWP to access South Russell Village Park for technical advice on maintaining the rain garden, monitoring and educational site visits over the next five (5) years, subject to a mutually agreed-upon time.

If you have any questions, or need more information, please contact Kaylee Acres at 440-975-3870 ext. 1009 or kacres@crwp.org. Financing was available through the Ohio Environmental Protection Agency Environmental Education Fund and the George Gund Foundation.

4. Maintain the raingarden for a minimum of five (5) years. CRWP or other partners are not responsible for maintenance. CRWP will provide specific maintenance guidance and a plant list after installation in addition to what is in this agreement.

Table 1: Routine Maintenance Activities for Rain Gardens

Activity	Schedule
<ul style="list-style-type: none"> Water to promote plant growth and survival, especially during first two years and during dry spells. Inspect site following rainfall events. Add/replace vegetation in any eroded areas. 	As needed (following construction)
<ul style="list-style-type: none"> Prune and weed to maintain appearance. Remove accumulated trash and debris. 	Regular (monthly)
<ul style="list-style-type: none"> Inspect inflow area for sediment accumulation. Remove any accumulated sediment and debris. Inspect site for erosion as well as sediment and mulch which has been moved around in the garden. Add/replace vegetation and/or soil in any eroded areas. Inspect rain garden for dead or dying vegetation. Replace vegetation as needed. 	Annually (semi-annually during first year)
<ul style="list-style-type: none"> Add mulch for depth of 2-3 inches. 	Every 2 to 3 years (if needed)

5. Allow the installation and maintenance of the project to be documented with photographs, as detailed in Exhibit A. CRWP and partners may publish photographs and project locations for educational purposes. Photographs of visitors will not be published without written permission.
6. Communicate with CRWP on any updates regarding the rain garden after installation, such as volunteer workday requests, photos of the rain garden as it matures, changes made to the planting plan, problems encountered, etc.
7. Notify CRWP of property transfer so CRWP may have the opportunity to contact the new owners to educate them about the project. The new owner will be responsible for maintaining the rain garden for the rest of the five-year period.
8. CRWP and the Village agree to hold each other harmless for any damage or loss to any person or property that may arise out of any injury caused through any act of any staff member, volunteer, employee office, agent, or participant involved with this project, as detailed in Exhibit A.

Signed by William G. Koons
Village of South Russell

Signature: WILLIAM G. KOONS Date 10-10-22

Signed by _____
Chagrin River Watershed Partners, Inc.

Signature: _____ Date _____

Exhibit A:

RELEASE AND WAIVER OF LIABILITY

NORTHEAST OHIO MASTER RAIN GARDENER PROGRAM RAIN GARDEN INSTALLATION

September 29, 2022

In consideration of attending the rain garden installation on September 29, 2022, the Village of South Russell agrees (for and on behalf of the Village of South Russell and all of their employees, officers, agents, contractors, or volunteers) to, and do hereby waive any claim for damage or loss to their person or property that may arise out of any injury or loss sustained during the events or caused through any act of any staff member, volunteer, employee, office, agent or participant involved with this program. The Village of South Russell agrees to assume the risk of this event, including any and all dangerous conditions in and about any and all program locations at any place or any time.

The Village of South Russell hereby releases Chagrin River Watershed Partners, Inc., Lake County Soil & Water Conservation District, Cuyahoga County Soil & Water Conservation District, the Ohio Environmental Protection Agency Environmental Education Fund, and the George Gund Foundation, and all of their employees, officers, agents, contractors, or volunteers from any claim which the Village of South Russell and all of their employees, officers, agents, contractors, or volunteers may have, of any nature whatsoever, on account of any damage or injury to their person or property, which they may receive during the rain garden installation. ~~The Village of South Russell further agrees to indemnify these entities and persons for any expenses or attorney fees incurred as a result of any claim for any loss released herein.~~

WSR

It is agreed that this document shall be interpreted according to the laws of the State of Ohio.

Photo release: The Village of South Russell grants to Chagrin River Watershed Partners, Inc., Lake County Soil & Water Conservation District, Cuyahoga County Soil & Water Conservation District, the Ohio Environmental Protection Agency Environmental Education Fund, and the George Gund Foundation, its representatives and employees the right to take photographs of the Village of South Russell and its representatives and property in connection with the above-identified program. The Village of South Russell authorizes these entities, their assigns and transferees to copyright, use and publish the same in print and/or electronically. The Village of South Russell agrees that these entities may use such photographs with or without names and for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and Web content.

Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19: The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, Federal, State, and Local governments and Federal and State health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

By signing this agreement, the Village of South Russell acknowledges the contagious nature of COVID-19 and voluntarily assume the risk that participants may be exposed to or infected by COVID-19 by undergoing voluntary services, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. The Village of South Russell voluntarily agrees to assume all of the foregoing risks and accept sole responsibility for any sickness that may occur. The Village of South Russell hereby releases, covenants not to sue, discharges, and holds harmless Chagrin River Watershed Partners, Inc., Lake County Soil & Water Conservation District, Cuyahoga County Soil & Water Conservation District, the Ohio Environmental Protection Agency Environmental Education Fund, and the George Gund Foundation, its representatives and employees, of and from the claims, including all liabilities, claims, actions, damages, cost or expenses of any kind arising out of or relating thereto.