

ORDINANCE NO. 2023-82

FIRST READING: NOVEMBER 27, 2023

INTRODUCED BY: CHRIS BERG

SECOND READING: WAIVED

THIRD READING: WAIVED

AN ORDINANCE APPROVING CHAGRIN RIVER WATERSHED PARTNERS, INC. TO PERFORM THE ADDITIONAL SERVICES TO THE VILLAGE OF ASSISTING, PREPARING AND SUBMITTING THE SMALL MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PHASE II ANNUAL REPORTING TO THE OHIO ENVIRONMENTAL PROTECTION AGENCY FOR THE 2023 FILING IN AN AMOUNT NOT TO EXCEED \$5,500 AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AGREEMENT FOR SUCH ADDITIONAL SERVICES.

WHEREAS, the Village of South Russell must annually prepare and submit the Small Municipal Separate Storm Sewer System (MS4) Phase II annual reporting to the Ohio Environmental Protection Agency (OEPA) to fulfill its obligations under the General National Pollution Discharge and Elimination System (NDPES) Permit No. OHQ000004 authorizing discharges of stormwater from the Village's MS4;

WHEREAS, Chagrin River Watershed Partners, Inc. (CRWP) maintains a Memorandum of Understanding (MOU) with the Village of South Russell which describes CRWP's assistance to the Village to fulfill its obligations under the General NPDES Permit No. OHQ000004 and although preparation and submittal of MS4 Phase II annual reporting is not included in CRWP's basic services to the Village under the MOU, the MOU allows CRWP to provide additional services to the Village supported by grants and service agreements awarded to CRWP, if available, or through a service agreement at CRWP's discounted member rate; and

WHEREAS, Council for the Village of South Russell desires enter into a contract agreement for the additional services of CRWP to assist, prepare and submit the MS4 Phase II annual reporting to the OEPA for the 2023 filing year on behalf of the Village (Contract Agreement) pursuant to the terms of the Contract Agreement, which is attached hereto and incorporated herein as **Attachment 1**.

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

Section 1. The Council of the Village of South Russell hereby approves the Contract Agreement attached hereto and incorporated herein as **Attachment 1** with CRWP for the additional service of CRWP assisting, preparing and submitting the MS4 Phase II annual reporting to the OEPA for filing year 2023 on behalf of the Village in an amount not to exceed \$5,500.

Section 2. The Council of the Village of South Russell hereby authorizes the Mayor to execute on behalf of the Village the Contract Agreement attached hereto and incorporated herein as **Attachment 1** authorizing CRWP to assist, prepare and submit the

MS4 Phase II annual reporting to the OEPA for the 2023 filing year on behalf of the Village.

Section 3. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance 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, Ohio Revised Code.

Section 4. This Ordinance shall take effect and be in force after the earliest period allowed by law.



Mayor- President of Council

ATTEST:



Fiscal Officer

I certify that Ordinance No. 2023-82 was duly enacted on the 27TH day of NOVEMBER, 2023 by the Council of the Village of South Russell and published in accordance with the Ordinances of the Village.



Fiscal Officer



CONTRACT AGREEMENT

Village of South Russell MS4 Phase II Annual Report Assistance

Village of South Russell Project Contact, Address & Telephone:

William George Koons, Mayor, 5205 Chillicothe Road, Chagrin Falls, Ohio, 44022, (440) 227-1346

CRWP Project Contact, Address & Telephone:

Kevin Saracino PO Box 229 Willoughby, Ohio 44096-0229 (440) 975-3870 Ext. 1005

Contract Period:

January 1, 2024 – December 31, 2024

SECTION A: PURPOSE AND BACKGROUND

The purpose of this contract (“Contract Agreement”) is to formalize the relationship between the Chagrin River Watershed Partners, Inc. (hereafter referred to as CRWP) and the Village of South Russell (hereafter referred to as the Village) regarding assistance with preparation and submittal of Small Municipal Separate Storm Sewer System (MS4) Phase II annual reporting to the Ohio Environmental Protection Agency (EPA) for the 2023 filing year (hereafter referred to as the Project).

The parties to this Contract Agreement hereby recognize the following background:

1. CRWP is a non-profit corporation that preserves and enhances the scenic and environmental quality of the ecosystem of the Chagrin River, Lake Erie and other Ohio watersheds. CRWP assists members and partner watershed organizations with addressing current, and minimizing new, flooding, erosion, and water quality problems through better planning, zoning, and land use controls and practices.
2. The Village is designated a Small MS4 and must submit annual reporting to the Ohio EPA to fulfill its obligations under the General National Pollution Discharge and Elimination System (NPDES) Permit No. OHQ000004 authorizing discharges of stormwater from the Village’s MS4. CRWP maintains a Memorandum of Understanding (MOU) with the Village of South Russell which describes our assistance to the Village to fulfill its obligations under the General NPDES Permit No. OHQ000004. Preparation and submittal of MS4 Phase II annual reporting is not included in CRWP’s basic services to the Village under this MOU, but the MOU allows CRWP to provide additional services to the Village supported by grants and service agreements awarded to CRWP, if available, or through a service agreement at our discounted member rate.
3. The Village has requested CRWP’s technical assistance with preparation and submittal of MS4 Phase II annual reporting for the 2023 filing year.
4. The Village is a Member of CRWP in good standing.

SECTION B: VILLAGE COMMITMENTS

Under this Contract Agreement, the Village agrees to the following:



1. Utilize CRWP for technical assistance with preparation and submittal of MS4 Phase II annual reporting for the 2023 filing year.
2. Include CRWP in meetings and presentations related to the Project and provide CRWP with any supporting material necessary to fulfill the above commitments.
3. Provide legal and engineering review to ensure the Project complies with local regulations and requirements, as needed. Review CRWP documents associated with the Project and ensure they meet the requirements of the Village.
4. The Village remains solely responsible for fulfilling the Village's MS4 Phase II obligations under the General NPDES Permit No. OHQ000004.

SECTION C: CRWP COMMITMENTS

Under this Contract Agreement, CRWP agrees to the following:

1. Review the Village's Storm Water Management Program.
2. Coordinate with the Village Engineer, Fiscal Officer, building department, streets department, and other partners to obtain data necessary for the annual report. (January – March 2024)
3. Schedule, plan, and lead a meeting with Village representatives to review and confirm reporting data and confirm next steps for finalization and submittal of the annual report. (January – February 2024)
4. Draft the annual report for review by Village representatives. Edit and finalize the report based on Village feedback. (February – March 2024)
5. Facilitate communication between the Village and Ohio EPA as necessary to clarify reporting requirements. (January – March 2024)
6. Assist the Village with submittal of the annual report, as requested. Annual reporting is due to Ohio EPA no later than April 1st. (February – March 2024)
7. Perform its obligations under this Contract Agreement on a timely basis and as necessary to enable the Village to complete the Project activities to the satisfaction of Ohio EPA.

SECTION D: SPECIFIC PROGRAM REQUIREMENTS

1. Each party to this Contract Agreement and its employees shall be solely responsible to defend itself against any claim, demand, or cause of action arising out of the negligent act, error, or omission of that party, servants, or employees in the performance of services under this Contract Agreement.



2. Each party must comply with all laws and be responsible for all effects or actions resulting from its performance under this Contract Agreement.
3. CRWP shall complete all reimbursable activities and submit written request for reimbursement within the contract period as detailed below.

SECTION E: PAYMENTS

1. The Village hereby offers funding not to exceed \$5,500.00 for CRWP to complete the activities outlined in Section C.
2. To receive payment, CRWP must file an invoice for activities related to completion of this Contract Agreement. CRWP will maintain records of all staff labor and expenses for this Project.
3. Eligible costs under this Contract Agreement include staff time at CRWP's discounted member rate and mileage charged at the federal rate for assistance provided to the Village during the Contract Agreement period. The average member rate for CRWP staff that will be involved in delivering these services is \$64/hour.
4. Upon submission of CRWP invoice(s) for staff time spent on activities related to completion of this Contract Agreement, the Village will release payment within 30 days of receipt of invoice.

SECTION F: GENERAL TERMS AND CONDITIONS

1. The Village and CRWP may modify this Contract Agreement by mutual written agreement.
2. If the Village and/or CRWP fail to perform its obligations under this Contract Agreement and do not cure such non-performance within thirty (30) days after receipt of written notice of such non-performance, the party that asserted the non-performance may terminate this Contract Agreement or determine that such failure does not warrant termination. In either case, CRWP may require the Village to reimburse for any work performed in accordance with this Contract Agreement up until the termination of this Contract Agreement.
3. CRWP or the Village may terminate this Contract Agreement, in whole or in part, without liability, if either party determines that continued operation of this Contract Agreement will result in the violation of a Federal statute or regulation, or that termination would be in the public interest.
4. This Contract Agreement shall be carried out in accordance with all applicable Local, State, and Federal statutes and regulations.
5. Any and all disputes arising under this Contract Agreement shall be brought in a court of competent jurisdiction in the appropriate County in Ohio.



SECTION G: CONTRACT AGREEMENT EFFECTIVE DATE

This Contract Agreement is effective when signed by the Village and CRWP. Except as otherwise provided for herein, this Contract Agreement may not be terminated or modified unless by mutual written agreement between the parties. In the event that a statute is enacted during the period of this Contract Agreement that would materially change the terms and conditions of this Contract Agreement, CRWP may require the Village to elect between modifying this Contract Agreement consistent with the provisions of such statute or contract termination.

The following organizations acknowledge receipt of this Contract Agreement from CRWP and agree to its terms and conditions.

_____ Date _____
William A. Tomko, Board President
Chagrin River Watershed Partners, Inc.

William G. Koons Date 11-27-2023
William G. Koons, Ph.D.
South Russell Mayor