

ORDINANCE RECORD**VILLAGE OF NEWBURGH HEIGHTS, OHIO****ORDINANCE NO. 2022-09****INTRODUCED BY: Mayor Elkins****AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE CUYAHOGA COUNTY BOARD OF HEALTH FOR PHASE II STORMWATER MANAGEMENT SERVICES, AND DECLARING AN EMERGENCY.**

WHEREAS, the Village wishes to enter into a Memorandum of Understanding with the Cuyahoga County Board of Health for 2022-2025 Phase II Stormwater Services, including the implementation of Minimum Control Measures ("MCM") #3: Illicit Discharge Detection and Elimination ("IDDE") programming and MCM #6: Pollution Prevention/Good Housekeeping for Municipal Operations;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF NEWBURGH HEIGHTS, CUYAHOGA COUNTY, OHIO, that:

Section 1. The Village Council hereby authorizes the Mayor to enter into a Memorandum of Understanding with the Cuyahoga County Board of Health for 2022-2025 Phase II Stormwater Services, including the implementation of Minimum Control Measures ("MCM") #3: Illicit Discharge Detection and Elimination ("IDDE") programming and MCM #6: Pollution Prevention/Good Housekeeping for Municipal Operations, in the form set forth in Exhibit A hereof, which is incorporated herein by reference as if fully rewritten.

Section 2. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council that resulted in such formal action occurred in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3. This Ordinance is hereby determined to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the Village and its residents, the emergency being to submit the executed MOU to the County Board of Health within the necessary time period to procure grant funding for the services contemplated therein. Therefore, provided it receives two-thirds (2/3) of the vote of all members of Council elected thereto, said Ordinance shall be in full force and effect immediately upon its adoption by the Council and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED: January 18, 2022

Approved as to Form

Robert M. Ole
Solicitor

Trevor Elkins
Trevor Elkins, Mayor
Village of Newburgh Heights, Ohio

Cathleen Nagorski
Cathleen Nagorski, Fiscal Officer
Village of Newburgh Heights, Ohio

1ST Reading: 1/18/22
2ND Reading: 1/18/22
3RD Reading: 1/18/22

MEMORANDUM OF UNDERSTANDING

CUYAHOGA COUNTY BOARD OF HEALTH AND THE VILLAGE OF NEWBURGH HEIGHTS AUTHORITY AND CONSENT TO PROVIDE PHASE II STORMWATER SERVICES IN 2022 - 2025

This Memorandum of Understanding ("MOU") is entered into by and between The Cuyahoga County Board of Health ("CCBH") and The Village of Newburgh Heights ("Village"), both separate political subdivisions of the State of Ohio.

WHEREAS: The Cuyahoga County Board of Health is committed to improving the water quality in Cuyahoga County and protecting the health of the residents within its jurisdiction; and

WHEREAS: In response to the implementation of the US EPA's Phase II Stormwater Regulations on March 10, 2003, CCBH developed its Stormwater Management Program to assist municipalities in Cuyahoga County and Northeast Ohio in creating their stormwater management plans and meeting their required stormwater management goals; and

WHEREAS: Each municipality within Northeast Ohio has been issued an MS4 permit by the Ohio EPA which requires each municipality to perform specific functions related to inspecting and monitoring stormwater within the municipality; and

WHEREAS: The Northeast Ohio Regional Sewer District ("The District"), pursuant to the authority of Ohio Revised Code Chapter 6119 adopted Title V - Stormwater Management Code as part of the District's Code of Regulations ("Title V") and is authorized to provide and contract for overall Stormwater Management of the Regional Stormwater System within the jurisdiction of NEORS; and

WHEREAS: Title V requires NEORS, on behalf of the municipalities within its jurisdiction to provide planning, financing, design, improvement, construction, inspection, monitoring, maintenance, operation, and regulation for the proper handling of stormwater runoff and the development and provision of technical support information and services to member municipalities; and

WHEREAS: Section 5.0502 of Title V requires the District to provide Phase II stormwater regulation support services to member communities of the District with Ohio EPA's NPDES General Permit for Municipal Separate Storm Sewer Systems for Minimum Control Measures (MCMs) #1, #2, #3, and #6; and

WHEREAS: Recently, the District passed resolution 332-21 authorizing an agreement with the CCBH for services in support of NEORS member communities' compliance with the Ohio EPA's NPDES General Permit for Municipal Separate Storm Sewer Systems; and

WHEREAS: Pursuant to the agreement between CCBH and NEORS, the District recognizes CCBH as a service provider for the implementation of Minimum Control Measure (MCM) #3: Illicit Discharge Detection and Elimination (IDDE) programming and MCM #6: Pollution Prevention/Good Housekeeping for Municipal Operations; and

WHEREAS: In order for CCBH to provide the above described services to municipalities within the NEORSJ jurisdiction, CCBH must contract with those municipalities that are part of the NEORSJ jurisdiction in order to obtain consent and authority to perform these services; and

WHEREAS: Village has authority to grant consent and authority to CCBH for the purposes of performing the services outlined herein; and

WHEREAS: Both parties desire to enter this MOU agreement for the purposes outlined herein.

Now therefore, in consideration of the mutual promises and conditions set forth herein, **BOARD** and the **VILLAGE** (each, a "Party" and collectively, the "Parties") agree as follows:

A. PROJECT DESCRIPTION

CCBH and the Village have identified the need for the following described project:

- The implementation of Minimum Control Measure (MCM) #3: Illicit Discharge Detection and Elimination (IDDE) and MCM #6: Pollution Prevention/Good Housekeeping for Municipal Operations programming;

B. SCOPE OF WORK

1. The Board will monitor the Village's designated Municipal Separate Stormwater System (MS4) outfall locations during a dry weather period (a minimum of 72 hours with no rain event) and sample all flowing outfall locations that are within the District's RSMP area for E. coli, during the 2022, 2023, 2024, and 2025 report periods.
2. The Board will provide an annual training presentation related to Good Housekeeping/Pollution Prevention for Municipal Operations for the community's employees on various best management practices. This will be coordinated with the community during the 2022, 2023, 2024, and 2025 report periods.
3. The Board will conduct an annual site inspection of the community's municipal operation facilities in 2022, 2023, 2024, and 2025 and provide a completed report.
4. The Board will provide the Village an annual summary of the work that was performed as it relates to Minimum Control Measure (MCM) #3: Illicit Discharge Detection and Elimination and MCM #6: Good Housekeeping/Pollution Prevention for Municipal Operations to be included in the Village's Phase II Stormwater Annual report to the Ohio EPA.
5. The Village will provide aid in opening storm sewer manholes where and when deemed necessary for the purpose of sample collections.

C. CONSENT STATEMENT

Being in the public interest, The Village of Newburgh Heights hereby gives consent to CCBH to complete the above described project.

D. COOPERATION STATEMENT

The Village of Newburgh Heights shall cooperate with CCBH in the above described project as follows:

1. Provide maps, assistance and/or direction for CCBH to obtain access and/or samples for testing purposes;
2. The Village will provide aid in opening storm sewer manholes where and when needed.

E. COMPENSATION.

The Village shall have no obligation to pay the Board for the Scope of Work or services performed identified in Section B.

F. INDEPENDENT CONTRACTOR.

The Board is performing its duties and obligations under this Agreement as an independent contractor and is not an agent or employee of the Village. The Board shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowable by law. The entire cost and expense of these services will be provided by NEORS to CCBH. No financial participation will be required by The Village of Newburgh Heights.

G. EFFECT OF ELECTRONIC SIGNATURE

By entering into this Agreement, the parties agree that this transaction may be conducted by electronic means, including, without limitation, that all documents requiring signatures by the parties may be executed by electronic means, and that the electronic signatures affixed by the authorized representatives of the parties shall have the same legal effect as if the signatures were manually affixed to a paper version of the documents. The parties also agree to be bound by the provisions of Chapter 1306 of the Ohio Revised Code as it pertains to electronic transactions.

H. TERM AND TERMINATION

The term of this Agreement shall begin on _____ and shall end on December 31, 2025, unless extended by the parties by agreement in writing. Either party may cancel this Agreement, for cause, with sixty (60) days written notice to the other party of such intent, when either the progress or results achieved under this Agreement is unacceptable to either party. Prior to cancellation of this Agreement, a meeting will be held by the parties to discuss issues of concern and seek resolution. If this Agreement is canceled by the parties prior to completion, the Board, within twenty (20) days, shall submit a certified final progress report if a percentage of work is completed by the date of cancellation. The Village will pay the Board for the work completed as certified in this statement, subject to the provisions of this Agreement.

I. MISCELLANEOUS TERMS

a. Waivers and Amendments. The waiver by either Party of any provision of this MOU on any occasion and upon any particular circumstance shall not operate as a waiver of such provision of this MOU on any other occasion or upon any other circumstance. This MOU may be modified or amended only via a writing signed by both Parties.

b. Assignment. Neither Party shall have the right to assign this MOU to any third party. Any such

attempted assignment will be null and void.

c. Complete Agreement; Integration. This MOU contains the complete understanding of the Parties with respect to the subject matter hereof and supersedes all other agreements, understandings, communications and promises of any kind, whether oral or written, between the Parties with respect to such subject matter.


d. Compliance with Laws. The Parties will comply with all applicable laws and regulations in performing their obligations hereunder. When taking actions (or failing to act) in any way relating to this MOU, neither Party shall unlawfully discriminate on the basis of race, sex, pregnancy, religion, disability, age, national origin, or color.

e. No Third Party Beneficiaries. This MOU does not and is not intended to confer any rights or remedies upon any party other than the Village and CCBH.

f. Notices. All notices required or permitted under this MOU shall be given in writing by courier or reputable overnight delivery services, or by certified mail, return receipt requested, at the Party's address first set forth above, on behalf of the Village, an additional copy shall be forwarded to the District. Such notices shall be effective when received.

IN WITNESS WHEREOF, authorized representatives of the parties to this CONTRACT, indicating their party's approval of the terms herein, have signed as of the dates set forth below.

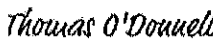
FOR THE BOARD:



Terrence Allan
Health Commissioner

Date: 2/16/22


Approved as to form.



Thomas P. O'Donnell
CCBH General Counsel

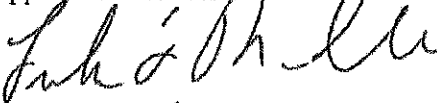
Date: 2022-02-08

FOR THE VILLAGE OF NEWBURGH
HEIGHTS:



Date: 1/19/22

Approved as to form



, Esq.
Law Director

Date: 1/18/22

Signature Certificate

Reference number: YA7VC-HU2NE-GQ8UY-V5NKG

Signer

Thomas O'Donnell

Email: lodonnell@ccbh.net

Timestamp

Sent: 07 Feb 2022 16:54:25 UTC
Viewed: 08 Feb 2022 13:54:24 UTC
Signed: 08 Feb 2022 13:54:44 UTC

Signature

Thomas O'Donnell

IP address: 12.217.127.195
Location: Cleveland, United States

Document completed by all parties on:
08 Feb 2022 13:54:44 UTC

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