

RESOLUTION 2020-94

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

**A RESOLUTION AUTHORIZING THE MAYOR
TO ENTER INTO A MEMORANDUM OF UNDERSTANDING
WITH THE TINKERS CREEK WATERSHED PARTNERS (TCWP),
AND DECLARING AN EMERGENCY**

Introduced by	_____
Motioned by	_____
Seconded by	_____
1st Reading	_____
2nd Reading	_____
Third Reading	_____
Under suspension	_____

WHEREAS, in fulfillment of a permit from the Ohio Environmental protection Agency (EPA), authorizing discharges of stormwater from a municipal separate storm sewer system (MS4), and to define the role of the TCWP in assisting the Village of Oakwood to fulfill those duties, the parties hereby recognize and enter this memorandum of understanding as outlined in Exhibit A (attached); and

NOW, THEREFORE BE IT RESOLVED by the Council of the Village of Oakwood, County of Cuyahoga, and State of Ohio that:

Section 1. The Mayor is hereby authorized and directed to enter into the MOU with TCWP for the 2021 calendar year, which is attached hereto as Exhibit A, and incorporated as if fully rewritten herein.

Section 2 This Resolution constitutes an emergency measure necessary for the health, safety and general welfare of the residents of the City, and to allow the services set forth in the MOU to immediately commence, and provided it receives the affirmative vote of two-thirds (2/3) of the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise it shall take effect and be in force from and after the earliest period allowed by law

PASSED: _____

Johnnie A Warren, President of Council

Presented to the
Mayor _____

Approved: _____

Mayor, Gary V Gottschalk

Approved as to legal form:

Jim Climer, Director of Law

ATTEST: _____

Debra L. Hladky, Clerk of Council

CERTIFICATION

I, Debra L. Hladky, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that the foregoing Resolution No. 2020-94 was duly and regularly passed by this Council at the meeting held on the _____ day of _____, 20____

Debra L. Hladky, Clerk of Council

POSTING CERTIFICATE

I, Debra L. Hladky, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio do hereby certify that Resolution No. 2020-94 was duly posted on the ____ day of _____, 2020, and will remain posted for a period of fifteen (15) days thereafter in the and in not less than five (5) of the most public places in the municipality as determined by the Council of the said Village.

Debra L. Hladky, Clerk of Council

MEMORANDUM OF UNDERSTANDING
Tinker's Creek Watershed Partners and Village of Oakwood

This Memorandum of Understanding (MOU) is entered into this day of , 20__, between the Village of Oakwood by its designated representative, and the Tinker's Creek Watershed Partners, Inc (TCWP), by its Executive Director. The duration of this agreement shall be from 01/01/2021 to 12/31/2021, subject to annual review and modification as provided below.

Section A

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

1. TCWP is a non-profit organization formed by communities in the Tinker's Creek and Brandywine Creek watersheds to assist those communities in the management of stormwater runoff and related resource management issues. TCWP, through its Board of Directors and staff, is a recognized expert in stormwater management issues.
2. The Village of Oakwood is a member in good standing of the TCWP.
3. The Village of Oakwood is required to obtain a permit from EPA under General National Pollution Discharge and Elimination System (NPDES) Permit No.: OHQ000003 for stormwater discharges from its MS4, as defined in the permit.

Section B

Under this MOU, the Village of Oakwood agrees to the following:

1. It will use its best faith efforts to provide TCWP 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 TCWP and will continue such membership as long as it is deemed in the best interests of the Village of Oakwood. Nothing in this agreement shall be construed to commit the Village of Oakwood to continuing membership in TCWP.
3. Its permit obligations are solely its responsibility and will continue in accordance with the terms of the permit whether or not the Village of Oakwood remains a member of the TCWP.

Section C

Under this MOU, TCWP agrees to the following:

1. It will use best faith efforts to collect information, consult with the Village of Oakwood on its program and plans, and assist the Village of Oakwood in fulfilling its obligations under the permit.
2. All costs for time spent by staff on regular and customary work as described in Section D will be covered by the Village of Oakwood annual dues to TCWP. The Village of Oakwood shall reimburse TCWP for all out of pocket costs incurred on its behalf. Any additional costs for specific materials, consulting, or programs will be negotiated and accepted by mutual agreement at the time such materials or service are provided. Nothing in the MOU shall be construed to commit the Village of Oakwood to any specific expenditure.

Section D

Under this MOU, TCWP further agrees to provide the following services to the Village of Oakwood:

1. **Minimum Control Measures #1: Public Education and Outreach:** TCWP will provide the following services:
 - a. Quarterly newsletter with articles related to stormwater and watershed management issues for use and publication by the Village of Oakwood.
 - b. As they are developed by TCWP, materials such as brochures, flyers, booklets, and other ready-to-print materials will be provided to the Village of Oakwood.
 - c. TCWP will provide a minimum of four (4) NPDES Phase II updates to the Village of Oakwood's designated stormwater manager on grant and outreach opportunities.
 - d. The Village of Oakwood will receive an electronic copy of the TCWP Annual Report to be used at the community's discretion.
 - e. Participate as a speaker in the role of public education/outreach in one (1) public meeting per year, if requested, in the Village of Oakwood, and may participate in additional meetings as requested by the Village of Oakwood. TCWP's participation may include developing Power Point presentations and related handouts and researching and recommending other speakers as dictated by the topic. TCWP will also notify the Village of Oakwood of meetings outside of the Village of Oakwood. The Village of Oakwood or sponsoring organization will organize and advertise these public meetings.
 - f. Offer advice and participate as appropriate in Village of Oakwood public events.
 - g. Maintain the TCWP website with information associated with general stormwater and watershed material that the Village of Oakwood may use at their discretion.

2. **Minimum Control Measures #2: Public Involvement and Participation:** TCWP will provide outreach and assistance to landowners at the Village of Oakwood's request.

a. TCWP will provide a free table to the Village of Oakwood at an annual watershed event to aid in fulfilling outreach requirement. TCWP will provide general advertising for the event but additional outreach to Village of Oakwood's residents will be the responsibility of the community (i.e. through community newsletter or sewer bills).

b. TCWP will provide assistance to the Village of Oakwood at community events

i. pertaining to stormwater and watershed education as requested.

3. **Minimum Control Measure #6: Pollution Prevention and Good Housekeeping on Community Operations:** TCWP will offer the Village of Oakwood with one (1) hour of Good Housekeeping training per year in the month of December, unless otherwise specified.

4. TCWP will cooperate with other providers of services to the Village of Oakwood in fulfillment of permit requirements.

5. TCWP will assist the Village of Oakwood as appropriate in the preparation of grant requests to meet the requirements of its Stormwater Management Program. This may include, but is not limited to, funding requests under the Clean Ohio Fund and the Ohio Environmental Education Fund.

6. TCWP will provide other services, as appropriate, as requested by the Village of Oakwood.

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 the Village of Oakwood obligations under the EPA Permit. Nothing herein shall be considered a contractual commitment by either party.

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

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

Section F

This MOU shall be reviewed on an annual basis and shall be modified to the extent necessary each year 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 the Village of Oakwood and TCWP.

Tinker's Creek Watershed Partners, Inc.

Village of Oakwood

Harry Stark, Executive Director

Community Representative