

Memorandum of Agreement

between

The Summit Soil & Water Conservation District

and

The City of Hudson, Summit County, Ohio

Upon this ____ day of _____ this Memorandum of Agreement was entered into by and between the Summit Soil and Water Conservation District, hereinafter referred to as the District, and the City of Hudson, also referred to as “the City.”

Recognizing the need for effective collaboration in carrying out their mandated responsibilities, especially related to the NPDES Phase II Storm Water Permit, the City of Hudson and the District enter into this Memorandum of Agreement as the document which provides the duties and responsibilities of each entity and the process for exchange. Cooperation between the two units of government facilitates solutions to problems encountered by the City of Hudson as it plans for the development and redevelopment of land and the conservation of natural resources, as well as water quality improvements. The Ohio Revised Code, Chapter 1515, describes the District’s authority for engaging in this Mutual Agreement.

The District will provide technical and educational assistance as outlined herein to the City of Hudson as outlined below:

Project Tasks:

For ease of understanding, this agreement is arranged according to the order of the Six Minimum Control Measures for the National Pollutant Discharge Elimination System (NPDES) Phase II for Storm Water as defined within the Ohio Revised Code 3745-39-04 (B)(1) through (6).

District’s Role Related to Public Involvement and Public Education Activities (Minimum Control Measures 1 & 2)

The District will work with the City of Hudson to provide the public education and public involvement services listed in the Summit County Storm Water Management Plan (SWMP) and subsequent updates and/or others as mutually agreed upon. The goal of the public involvement and public education program is to reach diverse stakeholders, including City residents, staff, school children, teachers, and others through the following services:

1. District staff will coordinate activities related to water quality, watersheds, storm water management, and non-point source pollution prevention and facilitate their implementation with feedback from the City ’s Storm Water Program Manager, Public Involvement Public Education (PIPE) representative or designee.
2. District staff will attend City meetings or speak with City officials, as requested.

3. District will work with the PIPE communities and the regional NEO- PIPE group to establish pollution prevention themes for the 5-year permit term.
4. The District will provide the City with information about environmental events; and/or assist the City in planning and promoting storm water events and public participation opportunities, including identifying partnerships with various City stakeholders. An event may include stream clean ups, storm drain stenciling, water festivals, storm-water themed contests or other activities to engage the public.
5. On the City's behalf, the SWCD will participate in the Northeast Ohio Public Involvement and Public Education Work group (NEO PIPE). Products produced by the NEO PIPE Work Group will be provided to the City for outreach efforts.
6. The District will create theme-related posters (two (2) per year minimum) annually for the City.
7. The District will provide one storm water or watershed-related factsheet or brochure per theme for the City's display and/or other uses.
8. The District will provide media articles annually for the City newsletter/web page, as requested (four (4) per year minimum.) The SWCD will work with the appropriate staff person to place the information in City publications.
9. The District will host annually, a minimum of one educational program, training, or workshop to provide tools with current curriculum benchmarks, related to soils, water quality, storm water and/or watersheds for teachers in grades K-12;
10. The District will seek opportunities to maximize impact and minimize additional program costs related to printing large quantities of selected materials that become available to the public.
11. The District will provide a detailed annual report of all activities undertaken, including copies of all fliers, notices, and types of stakeholders reached, attendance records and any data collected for inclusion in the City's storm water management plan annual report.

District's Role Related to Storm Water Pollution Prevention During and After Construction Activity (Minimum Control Measures 4 & 5)

The District and the City have mutually agreed to the Scope of Services listed. As related to storm water pollution prevention on construction sites, projects disturbing one or more acres of total land, including the entire area disturbed in the larger common plan of development or sale (≥ 1 acre) as required under the NPDES general construction storm water permit will be reviewed by the District as requested by the City. Construction activities disturbing less than one acre and not part of a larger common plan of development or sale of total land (< 1 acre), and not covered under the NPDES general construction storm water permit, may be reviewed by the District as requested by the City .

1. The District will provide technical services, related to storm water pollution prevention and storm water quality management, as requested, including:

- a. Review and approve Storm Water Pollution Prevention Plans for all public and private construction activity that disturb one acre or greater or are part of a larger common plan of development or for sale that results in a total land disturbance of one acre or greater, for compliance with the City's operation standards and/or the City's ordinances to control erosion, sediment, non-sediment pollutants, post-construction best management practices, and riparian and wetland setbacks, and the most recent version NPDES general construction storm water permit requirements;
 - b. Conduct monthly compliance inspections of *active* construction sites, and quarterly inspections of *idle* sites. The inspection frequency may occur more often than once per month due to compliance issues and/or complaints received from the public. The District will inspect all phases of construction until they have reached final stabilization and all temporary control measures have been removed;
 - c. Provide qualified staff for all inspections and plan reviews. The District will perform inspections at the minimum frequencies required, document findings and assist with compliance;
 - d. Assist the City in maintaining an inventory of all active public and private construction sites and update as new projects are permitted and projects are completed;
 - e. Provide an annual report to the City of Hudson of all activities undertaken, including number of plans reviewed, SWPPPs approved, inspections provided, and numbers of NOVs, and complaints and the status/resolution of violations and complaints;
 - f. Assist the City with MS4 audits and have staff present during MS4 audits if requested.
2. The District will also provide technical advice on planning issues, including:
- a. Assistance, as requested, in the development of ordinances to protect the natural resources and insure the health and safety of residents of the City of Hudson.
 - b. Protection of sensitive natural areas including wetlands, steep slopes and stream setback areas;
 - c. General evaluation of sensitive areas such as streams and their associated setbacks, floodplains, soils, slopes, wetlands, watersheds, woodlands or other unique areas that are planned for development;
 - d. Review of SWPPPs for stream and wetland restoration, slope and critical area erosion control.
 - e. Review of "Concept" and Preliminary Plans for development/redevelopment plans of residential, recreation, general grading, commercial, and industrial projects with regards to soil limitations, wetlands, riparian and other natural resource information pertinent to the site as requested.
3. The District will keep the City of Hudson informed of rules and regulations affecting land use issues and natural resources within the City.

**City's Role Related to Public Involvement and Public Education Activities
(Minimum Control Measures 1 and 2)**

The City of Hudson will cooperate with the District in the development and implementation of programs to protect and enhance the natural resources within the City of Hudson as well as attain the goals of the City's NPDES Storm Water Permit.

1. The City will recognize the environmental and economic functions of open spaces, such as wetlands, riparian setbacks, ravines, woodlands and fields as worthy of the City's protection.
2. The City will utilize the education materials provided by the District to educate and inform its residents on theme-related storm water pollution topics.
3. The City will provide volunteer opportunities and other storm water related participation activities for its residents with a clear pollution prevention theme-oriented message.
4. The City will actively participate in the Public Education Public Involvement (PIPE) work group by attending meetings and taking advantage of educational opportunities, training endeavors and jointly sponsored programs and activities.
5. The City will promote the annual storm water theme in its programs, educational materials, on its web page and through local programs.
6. The City will send the appropriate personnel to storm water training events sponsored by Summit SWCD, OEPA or the Northeast Ohio Storm Water Training Council as required to properly implementing their storm water permit.
7. The City will use the information and data provided by the Summit SWCD to fill out their annual MS4 permit reporting form for OEPA.

**City's Role Related to Storm Water Pollution Prevention During and After
Construction Activity (Minimum Control Measures 4 & 5)**

1. The City will utilize the District's technical services on an as-needed basis, including plan reviews, landowner assistance, complaint resolution, and inspections of planned and active construction sites or sensitive natural areas of concern to the City .
2. The City will direct builders, developers and consultants to the District for assistance on planning and conservation early in the planning process, before permits are applied for and issued.
3. The City will enforce construction site SWPPP compliance issues within the timeline specified in the City's Erosion and Sediment Control Ordinance and take the necessary actions to bring the site into compliance. Such actions may include on-site meetings with the developer and contractor, stop work orders and/or the issuance of fines. The City recognizes that the District has no authority to enforce compliance issues.

4. The City will ensure one copy of the Storm Water Pollution Prevention Plan (SWPPP) and subsequent revisions for all public and private construction activity that disturb one acre or greater or are part of a larger common plan of development or for sale that results in a total land disturbance of one acre or greater, to the District for review and approval. An electronic copy of the final approved version of the SWPPP will be provided by the developer to both the City and the District.
5. The traditional storm water management reviews will be performed by the City Engineer.
6. The City's Engineer will be responsible for decisions regarding water quality practice choices and alternative best management practices on small construction sites where five acres or less are disturbed. Ohio EPA will review alternative practices proposed for sites disturbing more than five acres. Any changes in the improvement/storm water management drawings for a project will require a subsequent review of the SWPPP by the District.
7. The City will withhold improvement drawing approvals or permits and final plat approvals, and prohibit the commencement of clearing and construction for all proposed commercial, residential or industrial projects until the Storm Water Pollution Prevention Plan has been approved by the District, all fees have been paid that are owed to the District and a pre-construction meeting has been held with the Summit SWCD, City, Developer, Contractor and other interested parties.
8. The City will withhold all approvals for future phases of a project with existing site compliance issues. The City may also withhold permits and/or approvals for other projects proposed by a developer with existing SWPPP compliance issues.
9. The City will require as-builts of all storm water and water quality practices on completed construction projects to ensure compliance with the approved SWPPP and acceptance by the City.
10. The City will ensure the execution of the Long Term Maintenance Agreement for the perpetual maintenance of the post construction practices.
11. The City will adopt and apply natural resource recommendations made by the District which are reasonable and acceptable to the City of Hudson.

Mutually Agreed Upon Procedures

- The SWCD is a conservation, technical, and educational service agency and therefore is not granted regulatory authority in the Ohio Revised Code.

- The standards and specifications of the District including the current Rainwater and Land Development Manual and subsequent updates, and the latest version of the Ohio EPA General Construction Permit of Ohio and the Ohio EPA MS4 Permit will be used in the planning and application of conservation measures.
- The working relationship will be defined to include lines of communications with appropriate departments. The District and the City will meet at least once a year to coordinate a work plan and exchange information.
- The District will provide written information for the annual reports (Minimum Control Measures 1, 2 and 4) to the City, relevant to its role, as outlined in this MOU. The City will submit the Annual Report to the Ohio EPA, which will include, but is not limited to the reports provided by the District, as required by its Storm Water Permit.
- That all parties will review quality of service and address concerns as they arise.
- That credit will be given jointly to the SWCD and the City in natural resource/ NPDES Phase II related publications.
- All services of the District are offered on a non-discriminatory basis without regard to race, gender, age, marital status, handicap or political persuasion.
- The City recognizes the District's obligation to make its reports and other written materials available to the public on request in accordance with the Ohio Public Records Act.

This agreement may be amended or terminated at any time by mutual consent of both governments, or terminated by either party giving sixty (60) days notice in writing to the other.

In witness thereof, the Memorandum executed and agreed to on the day, month and year written:

SUMMIT SOIL & WATER CONSERVATION DISTRICT

BY: _____

TITLE: _____

DATE: _____

CITY OF HUDSON, OHIO

BY: _____

TITLE: _____

DATE: _____