

DATE: FEBRUARY 1, 2010

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 13 - 2010

BY: ENVIRONMENTAL COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into a Mutual Agreement for technical assistance between the City of Massillon, Ohio and Stark County Ohio Soil and Water Conservation District, and declaring an emergency.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MASSILLON, STATE OF OHIO, THAT:

Section 1:

The Council of the City of Massillon, Ohio, hereby determines it to be necessary in the public health, safety and welfare to enter into a Mutual Agreement for technical assistance between the City of Massillon, Ohio and Stark County Ohio Soil and Water Conservation District, effective for a period of three (3) years. The cost will be Three Thousand Five Hundred Dollars (\$3,500.00) per year for three (3) years.

Section 2:

The Director of Public Service and Safety of the City of Massillon, Ohio, is hereby authorized and directed to enter into a Mutual Agreement for technical assistance between the City of Massillon, Ohio and Stark County Ohio Soil and Water Conservation District, effective for a period of three (3) years. The cost will be Three Thousand Five Hundred Dollars (\$3,500.00) per year for three (3) years.

Section 3:

This Ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety and welfare of the community and for the additional reason that it is necessary that the Mutual Agreement is signed to help carry out the city's mandated responsibility of the Ohio EPA NPDES Phase 2 Permit Sections. Provided it receives the affirmative vote of two-thirds of the elected members 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 IN COUNCIL THIS 1st DAY OF February, 2010

ATTEST:

Mary Beth Bailey
MARY BETH BAILEY, CLERK OF COUNCIL

Glenn E. Gamber
GLENN E. GAMBER, PRESIDENT

APPROVED:

February 2, 2010

Francis H. Cicchinelli, Jr.
FRANCIS H. CICCHINELLI, JR., MAYOR

I hereby certify that the foregoing ordinance
is a true copy of the original, as passed by
the Council of the City of Massillon, Ohio,
and approved as noted thereon:

Mary Beth Bailey
Clerk of Council

Date 2/1/10

**Mutual Agreement for Technical Assistance
Between the City of Massillon and
Stark County [Ohio] Soil & Water Conservation District**

Upon this _____ day of _____, 20____, this Memorandum of Understanding was entered into by and between Stark Soil & Water Conservation District, herein referred to as the District and the City of Massillon, herein referred to as the MS4 operator. This Memorandum will be effective for a period of 3 years with no cost increase.

Recognizing the need for effective relationships in carrying out their mandated responsibilities of the Ohio EPA NPDES Phase 2 Permit Sections:

- 3.2.4. Construction Site Storm Water Run-off (MCM 4)
- 3.2.5 Post-Construction Storm Water Quality (MCM 5)

The City of Massillon and the District accept this agreement as the document, which describes the process for exchange. Cooperation between these two units of government facilitates solutions to problems encountered by the MS4 operator as it plans for development, conservation of its environment as well as water quality improvements per EPA's mandated requirements.

District Responsibilities:

1. The District will continue to revise and/or update the existing Stark County Storm Water Quality Regulations to ensure compliance with the Ohio EPA Phase 2 requirements.
2. The District will review and inspect all earthmoving projects that will result in the disturbance of one acre of land (or less than 1 acre if part of a larger plan of development) per the revised regulations and Ohio EPA NPDES Phase 2 Permit.
3. The District will address public complaints pertaining to MCM 4 & 5 by site investigation, letter or phone call.
4. The District will send copies of all inspection reports to the MS4 operator reporting all non-compliant and enforcement sites. Copies of all Post-Construction Maintenance reports will be sent to the MS4 operator as requested, upon completion of the construction project.

5. The District will inspect post construction practices that fall under the categories in Table 2 of the Ohio EPA CGP informing the controlling entity/operator (i.e. the person/parties named in the post construction maintenance plan) and MS4 operator of all required maintenance.
6. The District will furnish to the MS4 operator all information required for their Storm Water Management Program report at the end of every year relating to the MCM 4 and MCM 5 as listed above.
7. The District will provide training materials pertaining to erosion sediment control and post construction water quality for local officials, staff and Homeowners Associations who will be responsible for long term maintenance of post construction BMP's .

MS4 Operator Responsibilities:

1. Recognize the environmental and economic functions of open spaces such as wetlands, stream corridors, ravines, woodlands, flood plains and open fields as worthy of protection.
2. The MS4 operator will require verification from the District on any site 1 acre or more that the Ohio EPA NPDES Permit has been issued and a Storm Water Pollution Prevention Plan has been submitted and approved before a zoning/building permit will be issued.
3. Adopt, apply, and enforce District recommendations when the MS4 operator deems them technically feasible and economically reasonable solutions to resource management and conservation problems. The MS4 operator recognizes that the District has authority to enforce its recommendations only through the County's Storm Water Quality Regulations. The District depends on the MS4's reliance of the District's recommendations as reasonable and worthy of enforcement through the MS4's existing regulatory process.
4. Direct builders, developers and consultants to the District for assistance on planning, conservation and permitting problems early in the land development and planning cycle.

Agreed Responsibilities:

1. The District and the MS4 operator will meet yearly to review the effectiveness of this agreement, coordinate individual and joint progress and exchange information.
2. The MS4 operator recognizes the District's obligation to make its report and other written materials available to the public on request in accordance with the Ohio Public Records Act.
3. The MS4 operator will offer the District a yearly conservation appropriation in the amount of \$3500.00/yr at a set rate for 3 consecutive years to support the District's Urban Program. These appropriations will be billed in January of each year and shall be paid within 60 days of receipt. In the event that the MS4 operator's funding source for compliance with this contract ceases for any reason, the MS4 will notify the District immediately and meet to review funding solutions or terminate the MOU.
5. 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.

All services of the District, ODNR and the USDA Natural Resources Conservation Service are offered on a non-discriminatory basis without regard to race, color, national origin, religion, age, marital status or handicap.

In witness thereof, this Agreement executed and agreed to on the ____ day of _____, 20__:

MS4 Operator

**Stark Soil & Water
Conservation District**

By _____

By _____

Title _____

Title _____

Date _____

Date _____