

DATE: FEBRUARY 19, 2013

CLERK: MARY BETH BAILEY

MASSILLON CITY COUNCIL  
CITY OF MASSILLON, OHIO  
TONY M. TOWNSEND, PRESIDENT

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 17 - 2013

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. See attached mutual agreement hereto.

Section 3:

The Clerk of Council is authorized to correct any typographical errors discovered herein during or after the pendency or passage of this ordinance. The Clerk of Council is further authorized, in conjunction with the Law Department and the Council President to correct any ministerial or de minimis errors that do not substantially alter the intended results or numerical total sums of this ordinance, during or after the pendency or passage of this ordinance. Corrected copies are to be sent to all official recipients.

Section 4:

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 19<sup>th</sup> DAY OF February, 2013

ATTEST:

Mary Beth Bailey  
MARY BETH BAILEY, CLERK OF COUNCIL

Tony M. Townsend  
TONY M. TOWNSEND, PRESIDENT

APPROVED:

February 21, 2013

Kathy Catazaro-Perry  
KATHY CATAZARO-PERRY, 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 2/19/2013

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

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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 beginning on the date signed and ending when the Ohio EPA NPDES Phase 2 Permit expires on January 29, 2014.

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 MS4 Operator 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 MCM 4 and MCM 5 requirements from the Ohio EPA Phase 2 Small MS4 Permit and Construction General Permit (CGP).
2. The District will review Storm Water Pollution Prevention Plans (SWP3) and inspect all earthmoving projects that will result in the disturbance of one acre or more of land (or less than 1 acre if part of a larger plan of development) per the current Storm Water Quality Regulations and Ohio EPA NPDES Phase 2 Permit.
3. The District will address public complaints pertaining to MCM 4 and MCM 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 after the permit holder has been informed, in writing, that the Notice of Termination (NOT) can be submitted to OEPA. Post construction inspections will be completed annually and the District will inform the responsible party or parties named in the Long Term Maintenance Plan as well as the MS4

Operator in writing of all required maintenance. The District will require maintenance reports from any entity/operator for any alternative structural BMP (manufactured/alternative/proprietary). If the maintenance items are not completed by the timeline given by the District, the District will notify the MS4 Operator in writing so the MS4 Operator can take the appropriate actions to ensure the "adequate long-term operation and maintenance" of BMP's that discharge to their MS4's system per the MCM 5 requirements of the OEPA NPDES Small MS4 Permit.

6. The District will furnish to the MS4 Operator the 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 offer training materials pertaining to erosion and 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 disturbing 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 annually 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 upon 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 \$3,500.00 for the remaining permit term 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 Operator will notify the District immediately and arrange a meeting to review funding solutions or terminate the MOU.
4. This agreement may be amended or terminated at any time by mutual consent of both parties, or terminated by either party giving sixty (60) days' notice in writing to the other.

In witness thereof, this Agreement executed and agreed to on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_:

City of Massillon

Stark Soil & Water Conservation District

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

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.