RESOLUTION NO. 2026-05
INTRODUCED BY: Mayor Bodnar

AN EMERGENCY RESOLUTION AUTHORIZING MAYFIELD VILLAGE TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE CUYAHOGA COUNTY BOARD OF HEALTH FOR AUTHORITY AND CONSENT TO PROVIDE PHASE II STORMWATER SERVICES FOR THE CONTRACT PERIOD OF 2026-2030

WHEREAS, the Cuyahoga County Board of Health (the "CCBH") 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 United States Environmental Protection Agency'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, pursuant to the agreement between CCBH and the Northeast Ohio Reginal Sewer District ("NEORSD"), NEORSD recognizes CCBH as a service provider for the implementation of Minimum Control Measure (MCM) #3: Illicit Discharge Detection and Elimination programing, and MCM #6: Pollution Prevention/Good Housekeeping for Municipal Operations; and

WHEREAS, in order for CCBH to provide these services to municipalities within NEORSD's jurisdiction, CCBH must contract with these municipalities that are part of NEORSD's jurisdiction to obtain consent and authority to perform these services; and

WHEREAS, Council deems it necessary and in the best interest to the health safety and welfare of all Mayfield Village residents to enter into an agreement with CCBH for authority and consent to provide Phase II stormwater services in calendar years 2026-2030.

BE IT RESOLVED BY THE COUNCIL OF MAYFIELD VILLAGE, OHIO, THAT:

SECTION 1. The Council of Mayfield Village finds and determines that it is in the best interest on the Village to enter into an agreement with CCBH for authority and consent to provide Phase II stormwater services in 2026-2030 and authorizes the Mayor to execute the Memorandum of Understanding with CCBH in the form attached hereto and incorporated herein as Exhibit "A".

SECTION 2. The Council finds and determines that all formal actions of this Council relating to the adoption of this Resolution have been taken at open meeting of this Council; and that deliberations of this Council and of its committees, resulting in such formal action, took place

in meetings open to the public, in compliance with all statutory requirements including requirements of Section 121.22 of the Ohio Revised Code.

SECTION 3. This Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of health, safety and welfare of the residents of Mayfield Village, Ohio, for the reason that it provides for necessary and time sensitive services for stormwater management. It shall, therefore, take effect immediately upon the passage by the affirmative vote of not less than five (5) members elected to Council and approved by the Mayor or otherwise at the earliest time allowed by law.

STEPHEN SCHUTT
Council President

First Reading: January 20, 2026

Second Reading: Suspended, 2026

Third Reading: Suspended, 2026

PASSED: January 20, 2026

BRENDA T. BODNAR, Mayor

APPROVED AS TO FORM:

DIANE A. CALTA, ESQ.
Director of Law

ATTEST:
MARY E. BETSA, MMC
Clerk of Council

MEMORANDUM OF UNDERSTANDING

CUYAHOGA COUNTY BOARD OF HEALTH AND MAYFIELD VILLAGE AUTHORITY AND CONSENT TO PROVIDE PHASE II STORMWATER SERVICES IN 2026 - 2030

This Memorandum of Understanding ("MOU") is entered into by and between The Cuyahoga County Board of Health ("CCBH") and Mayfield Village ("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 ("NEORSD" or "The District"), pursuant to the authority of Ohio Revised Code Chapter 6119 adopted the 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 NEORSD; and

WHEREAS: Title V requires NEORSD, 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 National Pollutant Discharge Elimination System ("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 249-25 authorizing an agreement with the CCBH for services in support of NEORSD 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 NEORSD, 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 NEORSD jurisdiction, CCBH must contract with those municipalities that are part of the NEORSD 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

The Board 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 need to verify the Village's previously identified Municipal Separate Storm Sewer System (MS4) outfall locations and update any outfall information that has changed, during the 2026-2030 contract period.

2. The Board will monitor the Village's designated 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. The MS4 outfall locations will be inspected/sampled once during the 2026-2030 contract period.

3. The Board will provide an annual training presentation on Good Housekeeping/Pollution Prevention for Municipal Operations and related best management practices, as well as illicit discharges, for the Village's employees. This training will be coordinated with the Village annually during the 2026-2030 contract period.

4. The Board will conduct a site inspection of the community's municipal operation facilities annually during the 2026-2030 contract period and will provide a completed report.

5. 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.

6. The Village will provide aid in opening storm sewer manholes where and when deemed necessary for the purpose of sample collections, upon 24 hours' notice by the Board.

C. COOPERATION STATEMENT

Mayfield Village shall cooperate with the Board by providing maps, assistance, and direction for the Board to obtain access and/or samples for testing purposes;

D. COMPENSATION.

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

E. 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 NEORSD to the Board.

F. 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.

G. TERM AND TERMINATION

The term of this Agreement begins on January 1, 2026 and ends December 31, 2030, 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 thirty (30) days, shall submit a certified final progress report if a percentage of work is completed by the date of cancellation.

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 The Board.

f. Statutory Immunity. Nothing contained in this Agreement is intended as a waiver of any statutory immunity either party may enjoy pursuant to R.C. 2744 et seq. and state law. Each party will be solely responsible for its own acts and omissions, and those of their employees.

g. 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:

_____
Roderick Harris, DrPH
Health Commissioner

Date: _____

Approved as to form.
Cuyahoga County Board of Health
Office of General Counsel

By: _____

Date: _____

FOR MAYFIELD VILLAGE:

Brenda T Bodnar
Mayor Brenda T. Bodnar

Date: 1.20.26

Council President Stephen Schutt

Date 1.20.26

Approved as to form.

By: Diane A. Calta
Director of Law Diane A. Calta, Esq.

Date: 1.20.26