

**AN EMERGENCY RESOLUTION
AUTHORIZING MAYFIELD VILLAGE TO ENTER INTO
A MEMORANDUM OF UNDERSTANDING WITH THE CUYAHOGA SOIL AND
WATER CONSERVATION DISTRICT AND NORTHEAST OHIO REGIONAL SEWER
DISTRICT FOR PROVIDING TECHNICAL ASSISTANCE IN IMPLEMENTING SOIL
AND WATER CONSERVATION MEASURES FROM JANUARY 1, 2026 THROUGH
DECEMBER 31, 2030 AND AUTHORIZING MAYFIELD VILLAGE TO EXPEND
FUNDS IN AN AMOUNT NOT TO EXCEED \$33,000 (\$6,600 ANNUALLY)
TO THE CUYAHOGA SOIL AND WATER CONSERVATION DISTRICT**

WHEREAS, since 2017 the Village has entered into agreements with the Cuyahoga Soil and Water Conservation District (SWCD) and Northeast Ohio Regional Sewer District (NEORS) for services related to the Village's mandated Public Involvement and Public Education (PIPE) program; and

WHEREAS, the Village is required to develop, implement, and enforce a Stormwater Management Plan that addresses six Minimum Control Measures (MCM); and

WHEREAS, MCM #1 and MCM #2 make up the PIPE Program (the "Program") and require the Village to identify stormwater pollution concerns, have measurable goals, reach a variety of audiences, actively involve affected stakeholder groups, and evaluate the Program's success; and

WHEREAS, in order to seamlessly implement the Program and to be reimbursed for the program costs from January 1, 2026 through December 31, 2030 this Memorandum of Understanding needs to be established; and

WHEREAS, the Council deems it necessary and in the best interest to the health, safety and welfare of all Mayfield Village residents to enter into a Memorandum of Understanding with the Cuyahoga Soil and Water Conservation District and Northeast Ohio Regional Sewer District, a copy of which is attached as "Exhibit A."

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 the Memorandum of Understanding with the Cuyahoga Soil and Water Conservation District and Northeast Ohio Regional Sewer District for the period of January 1, 2026 through December 31, 2030 and authorizes the Mayor and President of Council

to execute the attached Memorandum of Understanding with Cuyahoga Soil and Water Conservation District and Northeast Ohio Regional Sewer District.

SECTION 2. The Council of Mayfield Village hereby approves and authorizes an expenditure not to exceed \$33,000.00 (\$6,600 annually) to the Cuyahoga Soil and Water Conservation District in accordance with the Memorandum of Understanding.

SECTION 3. The Council finds and determines that all formal actions of this Council relating to the adoption of this Resolution have been taken at open meetings 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 4. 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 including the enforcement of a stormwater management plan required by law. 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: _____, 2026

Second Reading: _____, 2026

Third Reading: _____, 2026

PASSED: _____, 2026

BRENDA T. BODNAR, Mayor

APPROVED AS TO FORM:

DIANE A. CALTA, ESQ., Director of Law

RESOLUTION NO. 2026-19

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ATTEST: _____
MARY E. BETSA, MMC, Clerk of Council

MEMORANDUM OF UNDERSTANDING for 2026-2030
Between Cuyahoga Soil & Water Conservation District
and the
Northeastern Ohio Regional Sewer District
and the Village of Mayfield

This Memorandum of Understanding (“MOU”) is made effective as of the 1st day of January, 2026 (“Effective Date”), between Cuyahoga Soil & Water Conservation District (“Cuyahoga SWCD”) and the Northeastern Ohio Regional Sewer District (“NEORS”), pursuant to the authority of Board Resolution 17-26, adopted February 5, 2026 and the Village of Mayfield (“Village”), referred to herein as the “Parties,” to provide technical support in meeting the Ohio EPA’s National Pollutant Discharge Elimination System (NPDES) General Permit for Municipal Separate Storm Sewer Systems (MS4s) (NPDES Phase II) requirements for the following Minimum Control Measures (MCMs):

- MCM #1- Public Education and Outreach
- MCM #2- Public Participation

BACKGROUND AND PURPOSE

Recognizing the need for effective collaboration in raising awareness through education, stewardship opportunities and public involvement and working to change the perceptions and behaviors of the public for a cleaner, healthier environment, such as what is required in the National Pollutant Discharge Elimination System (NPDES) permit, the Village, Cuyahoga SWCD, and NEORS accept this agreement as the document which describes the process for exchange. Cooperation between these units of government facilitates better awareness of environmental issues and involvement in potential solutions for a healthier environment. In providing conservation education assistance and expertise to the Village, Cuyahoga SWCD hopes to influence citizens to better protect and conserve soil and water resources both locally and throughout Ohio. Ohio Revised Code, Chapter 940, describes Cuyahoga SWCD’s authority for engaging in this MOU.

Additionally, NEORS is required to provide Phase II stormwater regulation support services to member communities for Minimum Control Measures #1, #2, #3, and #6 under NEORS’s Regional Stormwater Management Code (Title V) and is further authorized to provide such services through agreements with service providers such as Cuyahoga SWCD.

Cuyahoga SWCD, NEORS, and the Village have mutually agreed to this scope of assistance related to education, stewardship, and public involvement for the conservation of soil and water resources.

ANNUAL PROGRAM TASKS

Cuyahoga SWCD will work with the Village and NEORS D to provide an annual Public Involvement and Public Education (PIPE) program that meets performance standards for MCMs #1 and #2, as established by the Village's OEPA-issued stormwater permit. The following tasks will be completed annually as part of the PIPE program implementation:

Public Education

- Creation and distribution of printed and digital materials related to the annual outreach theme and targeted messages.
- Links to publicly accessible education and outreach materials and articles on the Cuyahoga SWCD website.
- Targeted mailings to a minimum of 10% of Village households annually (50% of households reached over the life of the MOU).
- Public presentations on a range of local conservation topics for community groups, elected officials, and other audiences as requested.
- Providing materials and/or staff tabling support for community events such as Home Days, Earth Day, and Arbor Day events as requested.
- Offering educator professional development opportunities, including classroom and hands-on training in curriculum supplements such as Project WET and Project Learning Tree and leading Meaningful Watershed Education Experiences.
- Providing schools presentations and activities aimed at youth education such as Enviroscope, water quality testing, and soil erosion models.

Public Involvement

- Providing programs and workshops for residents and other landowners to learn about and improve onsite stormwater management on their properties.
- Supporting community-based volunteer activities such as stream cleanups, tree planting, storm drain stenciling, and rain garden installation/maintenance.
- Administering conservation pledges for residents to adopt watershed-friendly practices or behaviors.

Program Administration

- Development of MOU and annual MOU renewal process.
- Tracking MOU renewal status, payments, and reimbursement through NEORS D.
- Annual meeting with assigned Cuyahoga SWCD staff lead to understand community priorities and engagement opportunities.
- Development of an annual Outreach Strategy, outlining targeted audiences, stormwater messages, message delivery mechanisms, public involvement activities, TMDL goals (where applicable), and other community priorities.
- Support updating language in Village's Stormwater Master Plan (SWMP) related to MCMs #1 and #2.

- Documenting all PIPE program activities completed throughout the year and support with annual permit report in Ohio EPA's STREAMS online reporting system as requested.
- Audit support for Ohio EPA audits of MCMs #1 & #2 as requested, including providing any requested documentation to Ohio EPA.
- Community survey conducted once per permit term to assess changes in community stormwater awareness and knowledge, and rates of adoption of residential stormwater management practices.

MOU PARTNER ROLES & RESPONSIBILITIES

Cuyahoga SWCD Responsibilities:

Through this MOU, Cuyahoga SWCD will be responsible for the following:

- 1) Cuyahoga SWCD will lead the annual MOU renewal process, including tracking MOU renewal status, payments, and reimbursement requests submitted to NEORS.
- 2) Cuyahoga SWCD will coordinate an annual meeting between Village and assigned Cuyahoga SWCD staff to understand community priorities and engagement opportunities.
- 3) Cuyahoga SWCD will lead implementation of Public Education and Public Involvement activities as outlined in the Annual Program Tasks section above.
- 4) Cuyahoga SWCD will work with the Village to develop an annual Outreach Strategy to outline targeted audiences, messages, delivery mechanisms, public involvement activities, TMDL goals (where applicable), and other community priorities.
- 5) Cuyahoga SWCD will provide updated language to the Village for inclusion in its Stormwater Master Plan (SWMP) related to MCMs #1 and #2.
- 6) Cuyahoga SWCD will document all PIPE program activities completed throughout the year and providing support with annual permit report in Ohio EPA's STREAMS online reporting system as requested.
- 7) Cuyahoga SWCD will provide audit support for Ohio EPA audits of MCMs #1 & #2 as requested, including providing any requested documentation to Ohio EPA.
- 8) Cuyahoga SWCD will conduct a community survey once per permit term to assess changes in community stormwater awareness and knowledge, and rates of adoption of residential stormwater management practices.

Village's Responsibilities:

Through this MOU, the Village will be responsible for the following:

- 1) The Village will provide an annual appropriation of \$6,600.00 to Cuyahoga SWCD for implementation of the Village's annual PIPE program. Should additional services be requested outside the scope of this MOU, written amendments will be made and additional costs agreed upon by both parties. This memorandum of understanding will be reviewed each year to ensure agreed upon assumptions are still valid.

- 2) The Village will designate one or more individual(s) to serve as the Village's liaison(s) to Cuyahoga SWCD for implementation of the annual PIPE program. The designated individual will be responsible for the following:
 - a. Meeting with Cuyahoga SWCD staff annually to review annual PIPE program deliverables, Outreach Strategy, and community priorities.
 - b. Identifying target audiences and community event opportunities for the PIPE program.
 - c. Supporting Cuyahoga SWCD staff in coordinating community workshops, volunteer events, or other public involvement activities conducted as part of the Village's annual PIPE program.
 - d. Distributing relevant program information to residents, business/property owners, or other audiences in a timely manner.
- 3) The Village will assume full responsibility for completion and submittal of required Ohio EPA annual reports under the NPDES Phase II program.
- 4) The Village will provide a resolution to Cuyahoga SWCD acknowledging this working agreement and providing documentation to facilitate dispersal of funds to Cuyahoga SWCD on an annual basis.

NEORSD's Responsibilities:

Through this MOU, NEORSD will be responsible for the following:

- 1) In accordance with Title V of NEORSD's Regional Stormwater Management Code, NEORSD will provide an appropriation in the amount of \$ 6,600.00 to the Village, which shall use such appropriation as reimbursement for payments made to Cuyahoga SWCD to carry out the services set forth in this MOU.
- 2) NEORSD will coordinate with Cuyahoga SWCD and the Village to review PIPE program deliverables, Outreach Strategy, and community priorities on an annual basis.
- 3) NEORSD will provide quarterly reports to Cuyahoga SWCD detailing reimbursement status for payments made to Cuyahoga SWCD for the services set forth in this MOU.

GENERAL TERMS OF UNDERSTANDING

- 1) The Parties recognize that Cuyahoga SWCD has expertise in compliance with the requirements of the OEPA's NPDES Phase II regulations specific to MCMs #1 and #2 and are relying on such expertise to implement an effective annual Public Involvement and Public Education program.
- 2) The Parties recognize that Cuyahoga SWCD does not hold regulatory authority under Ohio Revised Code or OEPA's NPDES Phase II General Permit.
- 3) All Parties will review quality of assistance and address concerns as they arise.
- 4) All assistance provided by Cuyahoga SWCD is offered on a non-discriminatory basis without regard to race, age, marital status, handicap or political persuasion.
- 5) All Parties recognize Cuyahoga SWCD's obligation to make its reports and/or other written materials available to the public on request in accordance with the Ohio Public Records Act.

- 6) Any notice or communication required or permitted under this MOU shall be sufficiently given in writing delivered in person or electronic mail, to the following:

NORTHEAST OHIO REGIONAL SEWER DISTRICT	CUYAHOGA SOIL & WATER CONSERVATION DISTRICT
MATT SCHARVER, DIRECTOR OF WATERSHED PROGRAMS	KRISTIN N. HALL FITZGERALD, EXECUTIVE DIRECTOR
SCHARVERM@NEORS.D.ORG	KHALL@CUYAHOGASWCD.ORG
CLEVELAND, OHIO 44115	CLEVELAND, OHIO, 44114
VILLAGE OF MAYFIELD	
FRANK STUPCZY, SERVICE DIRECTOR	
FSTUPCZY@MAYFIELDVILLAGE.COM	
MAYFIELD VILLAGE, OHIO, 44143	

- 7) In the event of any dispute or disagreement between any of the Parties with respect to the interpretation of any provision of this MOU which cannot be resolved in the normal course of business, then upon written notice of either party to the other adhering to the following:
- a. Each party agrees to meet for the purpose of endeavoring in good faith to resolve the dispute;
 - b. No formal action for such dispute may be commenced by the parties until either of the parties concludes in good faith that amicable resolution through continued negotiation of the matter at issue does not appear likely and so notifies the other party; and
 - c. The rights and obligations of the Parties under this Section shall not limit either Party's right to terminate this MOU as otherwise permitted hereunder.
- 8) This MOU shall be governed by and construed in accordance with the laws of the State of Ohio.
- 9) In the event that any provision of this MOU is deemed to be severable or invalid, and if any term, condition, phrase or portion of this MOU shall be determined to be unlawful or otherwise unenforceable, the remainder shall remain in full force and effect, so long as the clause severed does not affect the intent of the Parties. If a court should find that any provision of this MOU to be invalid or unenforceable, that provision will be changed and interpreted to accomplish the Parties' objectives to the greatest extent possible under applicable law and the remaining provisions of this MOU shall continue in full force and effect.
- 10) There are no third party beneficiaries under this Contract, and in no event shall Cuyahoga SWCD be liable to the Village or NEORS.D for incidental or consequential damages of any kind, including, without limitation, punitive or economic damages or lost profits.
- 11) No Party under this MOU may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party, from which approval shall not be unreasonably withheld.

- 12) This MOU constitutes the entire understanding of the Parties pertaining to all matters contemplated hereunder at this time. The Parties signing this MOU desire or intend that any implementing contract or other agreement entered into between the parties in writing subsequent hereto shall supersede and preempt any conflicting provision of this MOU. The terms of this MOU control over any conflicting terms in any referenced document.
- 13) By entering into this MOU, the Parties agree on behalf of themselves and their respective officers, employees, agents or assigns, that this transaction may be conducted by electronic means by agreeing that all documents requiring signatures by Cuyahoga SWCD, NEORSD, and the Village may be executed by electronic means, and that the electronic signatures affixed by Cuyahoga SWCD, NEORSD and the Village to said documents shall have the same effect as if that signature was manually affixed to a paper version of the document.

INDEMNIFICATION

Cuyahoga SWCD, NEORSD, and the Village do not indemnify any person or entity, and agree that no provision of this MOU or any other agreement between Cuyahoga SWCD, NEORSD, and the Village may be interpreted to obligate either to indemnify or defend the other or any other person or entity. Each party agrees to be responsible for any and all damages resulting from the actions or omissions of its officers, officials, employees and agents while same are engaged in the performance of this MOU.

TERM, RENEWAL, TERMINATION

The term of this MOU shall commence on January 1, 2026 or the date ("Initial Effective Date") Cuyahoga SWCD receives written notice from the Village, in a form approved by Cuyahoga SWCD and in accordance with Sections 5705.41 and 5705.44 of the Ohio Revised Code, as applicable, indicating that the Village has agreed to appropriate annual funds, in the amount of \$6,600.00 per year, to support implementation of the Village's annual PIPE Program for each following 12-month period. This MOU shall expire December 31, 2030 or five (5) years after the Initial Effective Date, unless this MOU is terminated sooner, or unless the MOU is extended by the Village.

The MOU shall continue in effect for said periods, unless the MOU is terminated sooner, or unless it is further extended by mutual agreement, in writing, of the parties hereto. Any such extension shall be under the same terms and conditions as set forth in this MOU.

This MOU may be amended or terminated at any time by mutual consent of all Parties, or the agreement may be terminated by any party giving thirty (30) day's advance written notice to the other Parties.

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

**CUYAHOGA SOIL & WATER
CONSERVATION DISTRICT**

VILLAGE OF MAYFIELD

(Signature)

Brenda T. Bodnar, Mayor

BY: _____

(Printed Name, Title)

Stephen Schutt, Council President

DATE: _____

DATE: _____

FISCAL OFFICER'S CERTIFICATE

As the fiscal officer of the Mayfield Village, Ohio, I certify that as of the date of execution of the within Agreement with Mayfield Village, Ohio, the amount required to satisfy payment under the Agreement has been fully appropriated, or authorized or directed for such purpose and is in the Treasury, or is in the process of collection and is free from any obligation or certification now outstanding.

Angie S. Rich, Director of Finance
Mayfield Village, Ohio

NORTHEAST OHIO REGIONAL SEWER DISTRICT

(Signature)

BY: Kyle Dreyfuss-Wells, Chief Executive Officer
(Printed Name, Title)

DATE: _____

(Signature)

BY: Darnell Brown, President, Board of Trustees
(Printed Name, Title)

DATE: _____

This Instrument Reviewed By: Katarina K. Waag Assistant General Counsel Northeast Ohio Regional Sewer District
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[FOR NEORS D USE ONLY]

AGREEMENT NO.

NORTHEAST OHIO REGIONAL SEWER
DISTRICT

WITH

CUYAHOGA SOIL & WATER CONSERVATION
DISTRICT

AND

VILLAGE OF MAYFIELD

FOR

2026 – 2030 PHASE II STORMWATER
REGULATION SUPPORT

CERTIFICATION

It is hereby certified that the amount required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated or authorized or directed for such purpose and is in the Treasury or in process of collection to the credit of the fund free from any obligation or certification now outstanding.

Total Amount Not-to-Exceed: \$33,000.00

2026 - \$6,600.00
2027 - \$6,600.00
2028 - \$6,600.00
2029 - \$6,600.00
2030 - \$6,600.00

The legal form and correctness of the within instrument are hereby approved.

ERIC J. LUCKAGE
CHIEF LEGAL OFFICER

KENNETH J. DUPLAY
CHIEF FINANCIAL OFFICER

Date

Date