

ORDINANCE NO. 2026 - 17

AN ORDINANCE AUTHORIZING THE ADMINISTRATION TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE CUYAHOGA COUNTY SOIL AND WATER CONSERVATION DISTRICT AND THE NORTHEAST OHIO REGIONAL SEWER DISTRICT TO PROVIDE TECHNICAL ASSISTANCE IN IMPLEMENTING SOIL AND WATER CONSERVATION MEASURES IN THE CITY, AND DECLARING AN EMERGENCY

BE IT ORDAINED by the Council of the City of Parma Heights, County of Cuyahoga and State of Ohio:

Section 1: The Administration is authorized to enter into a Memorandum of Understanding with the Cuyahoga County Soil and Water Conservation District and the Northeast Ohio Regional Sewer District to provide technical assistance in implementing soil and water conservation measures in the city for the period 2026 through 2030, in the form of Exhibit "A" attached hereto and incorporated herein as though fully rewritten.

Section 2: The Administration is further authorized to expend funds pursuant to the Memorandum of Understanding for the services described in Exhibit "A", said expenditures are currently indicated as \$6,600.00 annually.

Section 3: The Administration is hereby authorized and directed to execute all necessary agreements, including amendments approved by the Director of Public Service and the Director of Finance, and to take any further actions necessary to facilitate the above-described Memorandum of Understanding.

Section 4: This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of the Council and of any of its Committees comprised of a majority of the members of the Council that resulted in those formal actions were in meetings open to the public, in compliance with the law.

Section 5: This Ordinance is declared to be an emergency measure necessary for the public peace, health and safety of the Municipality, and for the further reason that it is necessary for the County Soil and Water Conservation District and the Northeast Ohio Regional Sewer District to provide technical assistance in implementing soil and water conservation measures in the city without any disruption in public service; wherefore it shall be in full force and effect immediately after its passage by Council and approval by the Mayor.

PASSED: March 9, 2026

Thomas Rounds
PRESIDENT OF COUNCIL

ATTEST: Barbara Alled
CLERK OF COUNCIL

March 9, 2026
APPROVED

FILED WITH
THE MAYOR: March 9, 2026

M. Gallo
MAYOR MARIE GALLO

EXHIBIT A

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

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 City of Parma Heights ("City"), 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 City, 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 City, 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 City 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 City 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 City'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 City 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 Enviroscape, 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 City'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 City 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 City 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 City 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.

City's Responsibilities:

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

- 1) The City will provide an annual appropriation of \$6,600.00 to Cuyahoga SWCD for implementation of the City'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 City will designate one or more individual(s) to serve as the City'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 City's annual PIPE program.
 - d. Distributing relevant program information to residents, business/property owners, or other audiences in a timely manner.
- 3) The City will assume full responsibility for completion and submittal of required Ohio EPA annual reports under the NPDES Phase II program.
- 4) The City 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 City, 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 City 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
CITY OF PARMA HEIGHTS	
[FIRST NAME, LAST NAME, JOB TITLE]	
[EMAIL ADDRESS]	
[CITY], OHIO, [ZIP CODE]	

- 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 City or NEORS 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, NEORS, and the City may be executed by electronic means, and that the electronic signatures affixed by Cuyahoga SWCD, NEORS and the City 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, NEORS, and the City do not indemnify any person or entity, and agree that no provision of this MOU or any other agreement between Cuyahoga SWCD, NEORS, and the City 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 City, 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 City has agreed to appropriate annual funds, in the amount of \$6,600.00 per year, to support implementation of the City'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 City.

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**

CITY OF PARMA HEIGHTS

(Signature)

(Signature)

BY: _____
(Printed Name, Title)

BY: _____
(Printed Name, Title)

DATE: _____

DATE: _____

NORTHEAST OHIO REGIONAL SEWER DISTRICT

(Signature)

BY: Kyle Dréyfuss-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
--

[FOR NEORS D USE ONLY]

AGREEMENT NO.

NORTHEAST OHIO REGIONAL SEWER DISTRICT

WITH

CUYAHOGA SOIL & WATER CONSERVATION
DISTRICT

AND

CITY OF PARMA HEIGHTS

FOR

2026 – 2030 PHASE II STORMWATER REGULATION
SUPPORT

CERTIFICATION

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

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.

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