Chagrin River Watershed Partners, Inc.
Phase II Member Assistance

MEMORANDUM OF UNDERSTANDING
Chagrin River Watershed Partners, Inc. & Bainbridge Township

This Memorandum of Understanding (MOU) is between Bainbridge Township (the Township) and the Chagrin River Watershed Partners, Inc. (CRWP). The duration of this agreement shall be from January 1, 2015 to December 31, 2019, subject to annual review and modification as provided below.

Section A
The purpose of this MOU is to acknowledge certain duties undertaken by Bainbridge Township in fulfillment of a permit from the Ohio Environmental Protection Agency, (Ohio EPA) authorizing discharges of stormwater from a municipal separate storm sewer system (MS4), and to define the role of the CRWP in assisting Bainbridge Township to fulfill those duties. The parties to this MOU hereby recognize the following background to this MOU:

1. CRWP is a non-profit corporation formed by communities in the Chagrin River watershed to assist those communities in the management of stormwater runoff and related resource management issues. CRWP, through its staff, is a recognized expert in stormwater management issues.

2. Bainbridge Township is a member in good standing of the CRWP.

3. Bainbridge Township is required to obtain a permit from Ohio EPA under General National Pollution Discharge and Elimination System (NPDES) Permit No.: OHQ000003 for stormwater discharges from its MS4, as defined in the permit.

Section B
Under this MOU, Bainbridge Township agrees to the following:
1. It will use its best faith efforts to provide CRWP with information about its obligations under the permit, issues pertinent to stormwater management, and the plans, programs, and resources that it has committed to fulfilling its obligations under the permit.

2. It will consider in good faith each year its decision to retain membership in CRWP and will continue such membership as long as it is deemed in the best interests of Bainbridge Township. Nothing in this agreement shall be construed to commit Bainbridge Township to continuing membership in CRWP.

3. Its permit obligations are solely its responsibility and will continue in accordance with the terms of the permit whether or not Bainbridge Township remains a member of the CRWP.

Section C
Under this MOU, CRWP agrees to the following:
1. It will use best faith efforts to collect information, consult with Bainbridge Township on its program and plans, and assist Bainbridge Township in review and implementation of its Stormwater Management Program and fulfilling its obligations under the permit.

2. All costs for time spent by staff on regular and customary work will be covered by Bainbridge Township's annual dues to CRWP. Any increases to CRWP Member dues are determined by the CRWP Board of Trustees, on which Bainbridge Township is represented. Bainbridge Township shall reimburse CRWP for all out of pocket costs incurred on its behalf. Any additional costs for specific materials, consulting, or programs will be negotiated and accepted by mutual agreement at the time such materials or service are provided. Nothing in the MOU shall be construed to commit Bainbridge Township to any specific expenditure.

Section D

Under this MOU, CRWP further agrees to provide the following services to Bainbridge Township:

1. **Minimum Control Measures #1:** Public Education and Outreach. CRWP will provide the following services:

   a. No fewer than two (2) articles per year to be used by Bainbridge Township for print media, digital media, or social media related to stormwater and watershed management issues, and other printed or digital materials as requested.
   b. Participate as a speaker and offer technical advice for public meetings and events as requested by Bainbridge Township. CRWP's participation may include developing presentations and related handouts and researching and recommending other speakers as dictated by the topic. CRWP will also notify Bainbridge Township of meetings outside of the Township and assist the Township in advertising these to residents. Bainbridge Township, or sponsoring organization, will organize and advertise these public meetings.
   c. Assist in the preparation and presentation of public educational materials and presentations offered through the Northeast Ohio Public Involvement and Public Education workgroup.

2. **Minimum Control Measures #2:** Public Involvement and Participation. CRWP will provide direct outreach and technical assistance to landowners at Bainbridge Township's request.

3. **Minimum Control Measures #3:** Illicit Discharge Detection and Elimination. At the request of Bainbridge Township, CRWP will provide technical assistance for meeting the requirements of this MCM.

4. **Minimum Control Measure #4:** Construction Site Stormwater Runoff Control. CRWP will provide a model code and assist the community with updating its erosion and sediment control code to be compliant with Ohio EPA's most recent MS4 and Construction General permits. CRWP will also support Bainbridge Township in implementing its erosion and sediment control code.

5. **Minimum Control Measure #5:** Post-Construction Stormwater Runoff Control on New Development and Redevelopment. CRWP will provide the following services:
   a. CRWP will assist the community with updating its comprehensive stormwater management code to be compliant with Ohio EPA's most recent MS4 and Construction

General Permits. CRWP will also support Bainbridge Township in implementing its comprehensive stormwater management code.

b. CRWP will provide model codes as needed to implement Bainbridge Township's Stormwater Management Program under this MCM, and consult with Bainbridge Township, as well as other agencies, to assist in the adoption and revision of codes. These model codes may include comprehensive stormwater management, riparian and wetland setbacks, conservation development, off street parking and other policies intended to limit long-term stormwater quality and quantity concerns.

c. Assist in the preparation and presentation of professional-level educational materials and presentations on post-construction stormwater management offered through the Northeast Ohio Stormwater Training Council.

d. At Bainbridge Township's request, review development plans and advise on effective post-construction stormwater management techniques including stormwater control measures that address water quality problems noted in the U.S. EPA approved Total Maximum Daily Loads for the Chagrin River Watershed (http://www.epa.ohio.gov/portals/35/tmdl/ChagrinRiverTMDL_final_may07.pdf).

6. **Minimum Control Measure #6:** Pollution Prevention and Good Housekeeping on Community Operations. At Bainbridge Township's request, CRWP will assist in the preparation and presentation of educational materials and presentations on this MCM. CRWP can provide walk-throughs of municipal facilities and provide recommendations regarding implementing this MCM.

7. CRWP will cooperate with other providers of services to Bainbridge Township in fulfillment of permit requirements including, but not limited to, local health districts and Soil and Water Conservation Districts.

8. CRWP will assist Bainbridge Township in the preparation of grant proposals as requested to improve stormwater management.

9. CRWP will provide a list of services rendered to Bainbridge Township to aid in the preparation of its Phase II annual report.

10. CRWP may provide other services, as appropriate, as requested by Bainbridge Township.

Section E

It is intended by the parties that this MOU clearly express the intentions and understandings of the parties that will govern their best faith efforts to cooperate in the fulfillment of Bainbridge Township's obligations under the Ohio EPA Permit. Nothing herein shall be considered a contractual commitment by either party.

Bainbridge Township's binding obligations shall be limited to the terms of the permit and to decisions that may be made by the appropriate officials, acting in accordance with Ohio law.

CRWP's good faith efforts to provide the assistance described herein shall continue only as long as Bainbridge Township remains a member in good standing of CRWP, in accordance with the

ordinances of the corporation. CRWP's provision of services under this MOU shall also be consistent with its mandate to provide similar services to its other member communities and park districts on a fair and equitable basis.

Section F
This MOU may be reviewed on an annual basis and modified to the extent necessary to effectively meet the goals of each of the parties. Either party may terminate this agreement upon 30 days written notice. Upon termination, the parties will seek to fulfill pending projects and commitments based upon mutual agreement.

This memorandum and the understandings contained herein are hereby accepted by Bainbridge Township and CRWP.

Chagrin River Watershed Partners, Inc.

Heather Elmer, Director

Bainbridge Township

Jeffrey S. Markley, Trustee

Christopher Horn, Trustee

Lorrie Sass Benza, Trustee