ORDINANCE NO. 214-22

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE MEDINA COUNTY COMBINED GENERAL HEALTH DISTRICT TO PROVIDE STORM WATER RUNOFF TESTING SERVICES ON BEHALF OF THE CITY OF MEDINA FOR THE CITY'S NPDES PERMIT.

WHEREAS: Federal EPA rules cause certain communities to fall within the Federal NPDES (National Pollutant Discharge Elimination System) five-year permit cycle as a "MS-4 Phase II" jurisdiction. Medina City is such a jurisdiction, whose permit began April 1, 2009. The City of Medina's Municipal Storm Water Program will be audited by the Ohio EPA for compliance to the Phase II plan; and

WHEREAS: An agreement is required by the permit for performance of items conducted on behalf of the permit holder by an appropriate assisting entity, in this case the Medina County Combined General Health District, to provide storm water runoff testing services on behalf of the City.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEDINA, OHIO:

SEC. 1: That the Mayor is hereby authorized and directed to execute an Agreement with the Medina County Combined General Health District to provide storm water runoff testing services on behalf of the City.

SEC. 2: That the cost of this service is estimated to be $5,300.00 annually and is available in Account No. 108-0668-54411.

SEC. 3: That a copy of the Agreement is marked Exhibit A attached hereto and incorporated herein.

SEC. 4: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

SEC. 5: That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: November 28, 2022

SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

APPROVED: November 29, 2022

SIGNED: Dennis Hanwell
Mayor

ORD. 214-22
RKh, IA

AGREEMENT BETWEEN
THE MEDINA COUNTY COMBINED GENERAL HEALTH DISTRICT
AND
THE CITY OF MEDINA, OHIO

THIS AGREEMENT, made this 29th day of November, 2022, (Effective Date"), by and between the Medina County Combined General Health District (hereinafter "MCHD") and the City of Medina Ohio (hereinafter "City") for the provision by MCHD for services to perform sampling of storm sewers located within the City and provide other services in order to facilitate the city's compliance with its Ohio EPA NPDES Permit for Storm Water management.

A. DUTIES AND RESPONSIBILITIES

By this Agreement, and upon request from the City, MCHD will test selected locations within the City's storm sewer system for fecal coliform bacteria beginning in 2023. The City's Engineer will provide a list of outfalls where sampling is warranted, as determined by their prior inspection, and in accordance with the following:

(1) MCHD will sample outfall locations during a dry weather period (minimum 72 hours no rain event) over the contract reporting period.

(2) MCHD will provide the sample results to the City Engineer to be included in the City's Storm Water Annual Report to the Ohio EPA.

(3) The CITY will provide aid in opening storm sewer manholes where and when needed for the purpose of sample collections.

B. TERM

The term of this Agreement shall be on the Effective Date stated above and shall end on December 31, 2027. 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 are unacceptable to either party. Prior to cancellation of this Agreement, a meeting will be held by the parties to discuss issues of concern and to seek resolution. If this Agreement is canceled by the parties prior to completion, MCHD, within twenty (20) days, shall submit a certified final progress report if a percentage of work is completed by the date of cancellation. The City will pay MCHD for the work completed as certified in this statement, subject to the provisions of this Agreement.

C. COMPENSATION

The City shall pay the MCHD for its sampling services an amount of one hundred twenty-five dollars ($125.00) per sample. The City shall pay MCHD an amount of one hundred twenty-five dollars ($125.00) for each outfall the City has requested a sample, but MCHD was unable to obtain a sample due to no flow at the time of its visit to the outfall. Upon request from the City, the City shall pay MCHD an amount of one hundred twenty-five dollars ($125.00) per hour for the time spent by MCHD assisting with the investigation and/or resolution of confirmed illicit discharges.

D. PAYMENT

MCHD shall submit an invoice to the City for the payments due hereunder.

E. INDEPENDENT CONTRACTORS

MCHD is performing its duties and obligations under this Agreement as an independent contractor and is not an agent or employee of the City. MCHD 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.

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.

WITNESSES:

1. _____

2. _____

MEDINA COUNTY COMBINED GENERAL HEALTH DISTRICT

By: _____

Print Name: _____

Title: _____

Date: _____

WITNESSES:

1. _____

2. _____

CITY OF MEDINA, OHIO

By: D Hanwell

Print Name: Dennis Hanwell

Title: Mayor

Date: 11-29-2022