

VILLAGE OF BOSTON HEIGHTS	Codified?	First Reading <u> X </u>	Waiver 3-Reading Rule _____
RESOLUTION NO: 2017-11-35	Yes _____	Second Reading _____	Yes <u> X </u>
INTRODUCED BY <u> R. ANTAL </u>	No <u> X </u>	Third Reading _____	No _____

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A
MEMORANDUM OF UNDERSTANDING WITH TINKER’S CREEK WATERSHED
PARTNERS AND DECLARING AN EMERGENCY**

WHEREAS, Tinker’s Creek Watershed Partners is a non-profit organization formed by communities in the Tinker’s Creek watershed to assist those communities in the management of stormwater runoff and related resource management issues; and,

WHEREAS, Tinker’s Creek Watershed Partners, through its Board of Directors and staff, is a recognized expert in stormwater management issues; and,

WHEREAS, the Village of Boston Heights is a member in good standing of the Tinker’s Creek Watershed Partners; and,

WHEREAS, the Village of Boston Heights agrees to provide relevant data and maps already created about the Brandywine Creek watershed; and,

WHEREAS, Tinker’s Creek Watershed Partners will use best faith efforts to collect information, consult with the Village of Boston Heights on its program and plans, and write a NPS-IS Plan for the Brandywine Creek watershed; and,

WHEREAS, Tinker’s Creek Watershed Partners will send the completed NPS-IS Plan to the Ohio EPA for endorsement and then to the U.S. EPA for endorsement; and,

WHEREAS, Tinker’s Creek Watershed Partners will identify and assist in writing grants to implement the projects detailed in the NPS-IS Plan as long as the Village of Boston Heights is a member in good standing with Tinker’s Creek Watershed Partners.

NOW, THEREFORE, BE IT RESOLVED by Council of the Village of Boston Heights, Summit County, Ohio, as follows:

Section 1: That the Mayor is hereby authorized and directed to enter into a Memorandum of Understanding with Tinker’s Creek Watershed Partners and execute on behalf of the Village in a form substantially similar to the one attached as Exhibit “A” hereto.

Section 2: That, to the extent no already done so, the funds required for the payment of the obligations incurred are hereby appropriated for the purposes described.

Section 3: That the aforesaid recitals are rendered to be the findings of this Council and are hereby incorporated into this Resolution.

Section 4: That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council which resulted in formal action were taken in meetings open to the public, in full compliance with the applicable legal requirements including Section 121.22 of the Ohio Revised Code.

Section 5: That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety within the Village and shall, therefore, take effect and be in force from and immediately after its passage.

PASSED:



BILL GONCY, MAYOR

ATTEST:



BETTY KLINGENBERG, FISCAL OFFICER

I, Betty Klingenberg, Fiscal Officer and Clerk of the Village of Boston Heights, Summit County, Ohio, do hereby certify that the foregoing Resolution 2017-11-35 was duly passed by the Council of the Village of Boston Heights, County of Summit, State of Ohio at a meeting of Council on this 14th day of November, 2017.

MEMORANDUM OF UNDERSTANDING
Tinker's Creek Watershed Partners and City of Twinsburg

This Memorandum of Understanding (MOU) is entered into this ___ day of _____, 2017, between the Village of Boston Heights by its designated representative, and the Tinker's Creek Watershed Partners, Inc (TCWP), by its Board President. The duration of this agreement shall be from 01/01/2018 to 12/31/2018, subject to annual review and modification as provided below.

Section A

The purpose of this MOU is to acknowledge certain duties undertaken by the Village of Boston Heights in fulfillment of a proposal from TCWP to write a Nine Element Nonpoint Source Implementation Strategic Plan and to define the role of the TCWP in assisting the Village of Boston Heights to fulfill those duties. The parties to this MOU hereby recognize the following background to this MOU:

1. TCWP is a non-profit organization formed by communities in the Tinker's Creek watershed to assist those communities in the management of stormwater runoff and related resource management issues. TCWP, through its Board of Directors and staff, is a recognized expert in stormwater management issues.
2. The Village of Boston Heights is a member in good standing of the TCWP.
3. The Village of Boston Heights agrees to provide relevant data and maps already created about the Brandywine Creek watershed.

Section B

Under this MOU, the Village of Boston Heights agrees to the following:

1. It will use its best faith efforts to provide TCWP with information relevant to writing the NPS-IS Plan.
2. It will consider in good faith each year its decision to retain membership in TCWP and will continue such membership as long as it is deemed in the best interests of the Village of Boston Heights. Nothing in this agreement shall be construed to commit the Village of Boston Heights to continuing membership in TCWP.
3. It will provide TCWP with \$2,000 for the writing of the NPS-IS Plan by January 1, 2018.

Section C

Under this MOU, TCWP agrees to the following:

1. It will use best faith efforts to collect information, consult with the Village of Boston Heights on its program and plans, and write a NPS-IS Plan for the Brandywine Creek watershed.
2. It will send the completed NPS-IS Plan to the Ohio EPA for endorsement and then to the U.S. EPA for endorsement.
3. It will identify and assist in writing grants to implement the projects detailed in the NPS-IS Plan as long as the Village of Boston Heights is a member in good standing with TCWP.

Section D

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 completing a fully endorsed NPS-IS Plan. Nothing herein shall be considered a contractual commitment by either party.

TCWP's good faith efforts to provide the assistance described herein shall continue only as long as the Village of Boston Heights remains a member in good standing of TCWP, in accordance with the ordinances of the corporation. TCWP's provision of services under this MOU shall also be consistent with its mandate to provide similar services to its other member communities on a fair and equitable basis.

Section E

This MOU shall be reviewed on an annual basis and shall be modified to the extent necessary each year 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 the Village of Boston Heights and TCWP.

Tinker's Creek Watershed Partners, Inc.

Village of Boston Heights

Harry Stark, Executive Director

Bill Hency, MAYOR

Community Representative

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