

VILLAGE OF BOSTON HEIGHTS
45 E. Boston Mills Road
Hudson, OH 44236

COUNCIL MEETING
OF
November 12, 2008 – 8:00 P.M.

AGENDA
ROLL CALL
PLEDGE OF ALLEGIANCE
APPROVAL OF AGENDA
MINUTES PRESENTED FOR CHANGE, CORRECTION OR ADOPTION
CORRESPONDENCE
AUDIENCE PARTICIPATION

- ORDINANCE P- 2008** AN ORDINANCE APPROVING THE EDITING AND INCLUSION OF CERTAIN ORDINANCES AS PARTS OF THE VARIOUS COMPONENTS CODES OF THE CODIFIED ORDINANCES OF BOSTON HEIGHTS, OHIO AND DECLARING AN EMERGENCY
- ORDINANCE Q – 2008** AN ORDINANCE ESTABLISHING A NEW CHAPTER 141.04 UNDER CHAPTER 141 ROAD DEPARTMENT SUPERINTENDENT AND DECLARING AN EMERGENCY
- RESOLUTION BB – 2008** A RESOLUTION AUTHORIZING THE CHIEF OF POLICE OF THE VILLAGE OF BOSTON HEIGHTS TO ENTER INTO AN AGREEMENT WITH THE SUMMIT COUNTY OVI TASK FOR 2008/2009 TO REDUCE THE NUMBER OF ALCOHOL AND DRUG RELATED CRASHES AND DECLARING AN EMERGENCY
- RESOLUTION CC – 2008** A RESOLUTION URGING THE STATE LEGISLATURE TO ENACT A SILVER ALERT PROGRAM AND DECLARING AN EMERGENCY
- RESOLUTION DD – 2008** A RESOLUTION AUTHORIZING THE MAYOR OF THE VILLAGE OF BOSTON HEIGHTS TO ENTER INTO AN AGREEMENT WITH THE SUMMIT COUNTY COMBINED GENERAL HEALTH DEPARTMENT FOR THE MONITORING OF STORM WATER POLLUTION
- MOTIONS:** FINANCIAL STATEMENT FOR SEPTEMBER 2008
- TO GO INTO A “MEMORANDUM OF UNDERSTANDING’ WITH THE CITY OF HUDSON (See attached)

COMMITTEE REPORTS
OLD BUSINESS
NEW BUSINESS

ADJOURN

CAROL ZEMAN, Clerk-Treasurer

ORDINANCE P - 2008

A ORDINANCE APPROVING THE EDITING AND INCLUSION OF CERTAIN ORDINANCES AS PARTS OF THE VARIOUS COMPONENTS CODES OF THE CODIFIED ORDINANCES OF BOSTON HEIGHTS, OHIO AND DECLARING AN EMERGENCY.

WHEREAS, various ordinances of a general and permanent nature have been passed which should be included in the Codified Ordinances of Boston Heights, Ohio; and

WHEREAS, numerous sections of the Traffic and General Offenses Codes need to be amended or enacted so as to conform to enactments of the Ohio General Assembly;

WHEREAS, Council has entered into a contract with the Walter H. Drane company to prepare and publish such revisions which are now before Council;

SECTION 1. That the editing, arrangement and numbering or renumbering of the following ordinances and parts of ordinances are hereby approved as parts of the various component codes of the Codified Ordinances of Boston Heights, Ohio, so as to conform to the classification and numbering system of the Codified Ordinances, to-wit:

| <u>Ord No.</u> | <u>Date</u> | <u>C.O. Section</u> |
|----------------|-------------|--|
| 14-2007 | 08-08-07 | 1183.01 to 1183.15 |
| 15-2007 | 08-08-07 | 1101.02,1153.03,1153.08, 1157.03,1159.03,1160.03 1161.03,1171.11,1179.04 |
| 16-2007 | 08-08-07 | 1101.05 |
| 25-2007 | 11-14-07 | 133.05 |
| 26-2007 | 11-14-07 | 123.01(b) |
| 29-2007 | 12-12-07 | 137.23 |
| 3-2008 | 02-13-08 | 720.01 to 720.14 |
| 4-2008 | 02-13-08 | 1153.09 |
| 6-2008 | 03-12-08 | 951.04 to 951.07 |
| 7-2008 | 06-11-08 | 137.16 |
| 9-2008 | 08-13-08 | 951.01 to 951.07 |

SECTION 2. The following sections of the Traffic, General Offenses, and Fire Prevention Codes, as amended, are hereby approved and adopted as amended or enacted so as to conform to enactments of the Ohio General Assembly:

Traffic Code

| | |
|---------|--|
| 301.20 | Definition of Motor Vehicle. (Amended) |
| 333.01 | Driving or Physical Control While Under the Influence. (Amended) |
| 333.08 | Operation Without Reasonable Control. (Amended) |
| 335.072 | Driving Under Financial Responsibility Law Suspension or Cancellation. (Amended) |
| 337.10 | Lights on Slow-Moving Vehicles. (Amended) |
| 337.18 | Motor Vehicle and Motorcycle Brakes. (Amended) |
| 337.26 | Child Restraint System Usage. (Amended) |
| 339.03 | Maximum Width, Height and Length. (Amended) |
| 339.05 | Wheel Protectors. (Amended) |
| 339.11 | Use of Studded Tires and Chains. (Amended) |

General Offenses Code

- 501.06 Limitation on Criminal Prosecution. (Amended)
- 509.06 Inducing Panic. (Amended)
- 513.01 Drug Abuse Control Definitions. (Amended)
- 513.03 Controlled Substance Possession or Use. (Amended)
- 517.01 Gambling Definitions . (Amended)
- 517.15 Skill-Based Amusement Machines. (Added)
- 525.10 Having an Unlawful Interest in a Public Contract. (Amended)
- 529.07 Open Container Prohibited. (Amended)
- 533.01 Obscenity and Sexual Offenses' Definitions. (Amended)
- 537.051 Menacing by Stalking. (Amended)
- 537.08 Unlawful Restraint. (Amended)
- 537.17 Criminal Child Enticement. (Amended)
- 549.02 Carrying Concealed Weapons. (Amended)
- 549.04 Improperly Handling Firearms in a Motor Vehicle. (Amended)

Fire Prevention Code

- 1501.01 Ohio Fire Code Adopted. (Amended)
- 1511.01 Open Burning Definitions. (Amended)
- 1511.03 Open Burning Restricted. (Amended)
- 1511.04 Permission From and Notification to the Ohio EPA. (Amended)
- 1511.05 Open Burning, Bonfires and Recreational Fires. (Amended)

SECTION 3. That the Clerk of Council, pursuant to Ohio Revised Code Section 731.21 shall publish a succinct summary of this Ordinance which shall contain notice that the complete text of this Ordinance may be obtained or viewed, and the Codified Ordinances viewed, at the office of the Clerk of Council and may be viewed at any other location designated by Council. The solicitor shall review the summary prior to forwarding it to the Clerk for publication to ensure that the summary is legally accurate and sufficient.

SECTION 4. That this Ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, welfare and safety for the reason that there exists an imperative necessity for the earliest publication and distribution of the 2007/2008 Replacement Pages to the Boston Heights Codified Ordinances to the officials and residents of the Municipality, so as to facilitate administration, daily operation and avoid legal entanglements, including conflict with general State law.

SECTION 5. That it is found an determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

PASSED:

BILL GONCY, Mayor

Approved as to Form:

Michael Cassetty, Solicitor

ATTEST:

CAROL ZEMAN, Clerk-Treasurer

I, CAROL ZEMAN, Clerk of the Village of Boston Heights, Summit county, Ohio do hereby certify that the foregoing Ordinance -2008 was duly passed by the Council of the Village of Boston Heights, County of Summit, State of Ohio at a meeting of Council on the 12th day of November, 2008

AN ORDINANCE ESTABLISHING A NEW
SECTION 141.04 UNDER CHAPTER 141 ROAD
DEPARTMENT SUPERINTENDENT AND
DECLARING AN EMERGENCY

WHEREAS, the Village of Boston Heights has a need to adopt a new Section 141.04 regarding uniforms for the Street Department in the Village of Boston Heights; and

WHEREAS, the changes to the Codified Ordinances of the Village of Boston Heights are necessary to properly facilitate the structure of the uniform allowance for the Street Department.

NOW THEREFORE BE IT ORDAINED by the Council of the Village of Boston Heights, County of Summit and State of Ohio:

Section 1: That the company previously used to supply uniforms for the Street Department has been released of their obligation to do so, it becomes necessary to make other arrangements.

Section 2: That this Council agrees to a reimbursement program for the Uniform needs not provided by the following section

Section 3: That a new Section 141.04 needs to be created entitled Uniform Standards:

141.04 UNIFORM STANDARDS.

- (a) The Road Superintendent, along with the Mayor shall designate the items of clothing required of each employee, subject to confirmation by Council
- (b) The Village will supply each full time employee of the Street Department with a number of Boston Heights designated tee shirts, sweatshirts and hooded sweatshirts to perform their job.
- (c) The Uniform Standard shall consist of cotton, polyester or denim pants in a dark shade consistent with gray, blue or black
- (d) The foot wear shall consist of a work type boot and shall not be tennis shoes or dress shoes.

Section 3: That this Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health, and safety of the residents of the Village of Boston Heights and due to the prior contract for uniforms ending December 1, 2008 and shall take effect and be in force upon its passage.

Section 4: That this Council hereby finds and determines that all formal actions relative to the adoption of this Ordinance 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.

PASSED:

BILL GONCY, MAYOR

ATTEST:

CAROL ZEMAN, Clerk-Treasurer

I, CAROL ZEMAN, Clerk of the Village of Boston Heights, Summit County, Ohio do hereby certify that the foregoing Ordinance - 2008 was duly passed by the Council of the Village of Boston Heights, County of Summit, State of Ohio at a meeting of Council on the 12th day of November, 2008

RESOLUTION BB- 2008

A RESOLUTION AUTHORIZING THE CHIEF OF POLICE OF THE VILLAGE OF BOSTON HEIGHTS TO ENTER INTO AN AGREEMENT WITH THE SUMMIT COUNTY OVI TASK FORCE FOR 2007 TO REDUCE THE NUMBER OF ALCOHOL AND DRUG RELATED CRASHES AND DECLARING AN EMERGENCY.

BE IT RESOLVED by the Council of the Village of Boston Heights, County of Summit and State of Ohio:

Section 1: That the Chief of Police of the Village of Boston Heights is here by authorized to enter into an agreement with the Summit County OVI Task Force for a period beginning October 1, 2008 through September 30, 2009 to reduce the number of alcohol and drug related crashed, said agreement is attached hereto as Exhibit "A" and incorporated herein by reference.

Section 2: That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this resolution were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section 3: That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the Village of Boston Heights, and for the further reason that this joint venture is necessary for the upcoming Holiday Season to promote safety on the roadways

PASSED:

BILL GONCY, Mayor

ATTEST:

CAROL ZEMAN, Clerk-Treasurer

I, CAROL ZEMAN, Clerk of the Village of Boston Heights, Summit County, Ohio do hereby certify that the foregoing Resolution - 2008 was duly passed by the council of Boston Heights, County of Summit, State of Ohio, as a meeting on the 12th day of November, 2008.

CAROL ZEMAN, Clerk of the Village of Boston Heights, Ohio

**AGREEMENT BETWEEN
THE SUMMIT COUNTY SHERIFF'S OFFICE
AND
SUMMIT COUNTY OVI TASK FORCE MEMBER**

This agreement is hereby made between the Summit County Sheriff's Office and the **BOSTON HEIGHTS POLICE DEPARTMENT** hereinafter referred to as "contractor."

I. SCOPE OF WORK

The contractor shall actively participate as a member of the Summit County OVI Task Force and provide coordinated overtime **alcohol-related** enforcement as pre-approved by the Summit County OVI Task Force and the Summit County Sheriff's Office. As a member of the OVI Task Force, the contractor will participate in monthly Task Force meetings and will provide the Task Force with an update of the Contractor's overtime enforcement activity for the reporting period.

Overtime alcohol-related enforcement efforts will be comprised of national/state and local blitzes, concentrated saturation patrols (increased enforcement in concentrated locations), and sobriety checkpoints. Overtime enforcement activity performed under this agreement shall in no way replace or meet the overtime enforcement performance requirements as approved in any other GR-1 grant agreement(s) between the Ohio Department of Public Safety/Governor's Highway Safety Office (GHSO) and the Contractor.

The Contractor shall participate in planning and conducting countywide and localized media events/activities, highlighting the Summit County OVI Task Force's initiatives as it relates to the reduction of alcohol-related crashes in the county.

The Contractor will assure that all enforcement personnel to be involved in approved alcohol-related overtime enforcement activity be certified in the appropriate type of training (i.e., Detection Apprehension and prosecution/ADAP or Standard Field Sobriety testing - along with checkpoint training). Documentation of appropriate certifications for grant employees will be maintained by the Contractor and will be made available to the Summit County Sheriff's Office and /or the GHSO upon request,

No equipment purchases shall be approved under this agreement except as pre-approved by the Summit County Sheriff's Office and GHSO.

II. SUMMIT COUNTY SHERIFF'S OFFICE AGENT

For the purpose of this task force agreement the Contractor shall be responsible to Summit County Sheriffs Office and/or its assigned designee. The Contractor acknowledges that all reports and other required documentation shall be submitted to the Summit County Sheriff's Office and that the directions for implementation of the defined activity shall be approved by this authority.

III. PERIOD OF PERFORMANCE

This agreement shall be binding and effective as of the date of this agreement through September 30, 2009. Funding of this agreement is dependant upon the availability of federal funding as appropriated and obligated by the U.S. Congress to the U.S Department of Transportation for FFY 2009. Should any changes in federal funding adversely affect the GHSO/Summit County Sheriff's Office reserves the right to revise or terminate any previously approved agreement in writing

IV. REPORTS

The Contractor shall submit complete and proper documentation as follows:

1. The Summit County OVI Task Force, Actual Cost Reimbursement Claim Form (GR-11)
2. The Summit County OVI Task Force, Report of Direct Labor Form (GR-12)
3. GHSO Law Enforcement Activity Report / Step Program Form (GR-24A)
4. GHSO Law Enforcement Activity Report / Monthly Summary Narrative Form (GR-24B)
5. GHSO Law Enforcement Activity Report / DUI Checkpoint Activity Form (GR-24C)

V. REIMBURSEMENT

This agreement shall operate on an "actual cost" reimbursement basis. The cost must be incurred by the Contractor- Upon submission of all completed and proper reports as indicated in section IN', the Contractor shall be reimbursed for the actual overtime alcohol-related enforcement activity dedicated to the Summit County OVI Task Force initiatives and as approved by the Summit County Sheriff's Office.

VI. SPECIAL PROVISIONS

It is hereby agreed that the Summit County Sheriff's Office and the Contractor shall abide by the following GHSO Provisions.

Note: In these provisions, hereinafter, the "grantee" refers to the GHSO and "sub-grantee" refers to Summit County Sheriff's Office.

PROVISION I SECURITY AGREEMENT DISCLAIMER

The sub-grantee warrants that he has not employed or retained any company or person other than a bona fide employee working solely of the Consultant to solicit or secure this agreement, and that he has no paid or has not agreed to pay any fee, commission, percentage, brokerage fee, or other considerations contingent upon or resulting from the awarding or making of this agreement.

For breach or violation of this warrant, the State, in conjunction with the sub-grantee shall have the full right to annul this agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

Either party may terminate this agreement by giving the other party written advance notice of its election to do so. If the contract is canceled under this provision, the sub-grantee shall reimburse the contractor for all work completed and in progress to that date. Upon termination and final payment, all design materials, artwork and any other items / products developed by the Contractor shall become the property of the sub-grantee.

PROVISION 2 REPORTING REQUIREMENTS

Performance reports will be required to be submitted by the Contractor as frequently as required by the sub-grantee. Performance reports shall include brief information on (1) a comparison of actual accomplishments to the objectives established for the period and can include a Computation of the cost per unit of output (2) the reasons for slippage if established objectives were not met (3) additional pertinent information including analysis and explanation of cost overruns or high unit cost.

PROVISION 3 PATENT RIGHTS/COPYRIGHTS

Neither the Contractor nor any of the Contractor's employees, agents, subcontractors or assigns shall make a disclosure of the purpose of securing a patent or copyright in the United States or any other country for any product resulting from this agreement unless such disclosure is approved in writing by the sub-grantee prior to application for the patent/copyright in the event that such patent/copyright is obtained, the Contractor shall provide the sub-grantee instrumentality contributing financial support to the work covered by this agreement to make use of the subject of the said patent/copyright disclosure without payment.

PROVISION 4 AUDIT PRACTICES

The Contractor agrees access by the grantee, the sub-grantee, the Federal grantor agency the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

PROVISION 5 EQUAL EMPLOYMENT OPPORTUNITY (E.E.O.)

The sub-grantee and contractor must abide by all E.E.O. regulations, including but not limited to, Executive Order 11264 of September 24, 1965 entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967 and as Supplemented in Department of Labor regulations. (41 CFR Chapter 60) and section 3(a)(2)(c) of the UMT Act of 1934, as amended which prohibits the use of exclusionary or discriminatory specification.

- PROVISION 6 LABOR RELATIONS
The sub-grantee and contractor must comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department Of Labor Regulations (29 CFR, Part 5).
- PROVISION 7 SEAT BELT POLICY
It will be the policy of the Summit County OVI Task force to have a seat belt policy in place. This policy is required by the Task Force from all of its participating agencies.
- PROVISION 8 ASSURANCES REGARDING THE PARENT AGREEMENT
The provisions of this agreement include all the terms and conditions and assurances of the sub-grantee, and are attached hereto as an Appendix. (The sub-grantee shall attach the parent agreement.)
- PROVISION 9 RECORD RETENTION
The sub-grantee and contractor shall retain all required records for three years after grantee or sub-grantees make final payments and all other pending matters are closed,
- PROVISION 10 NEGLIGENCE DISCLAIMER
The sub-grantee and contractor shall save the Governor's Highway Safety Office, the Ohio Department of Public Safety, and the Federal Government (e.g., National Highway Traffic Safety Administration, Federal Highway Administration) from harm suits, actions or claims resulting from negligence, acts or omissions by the sub-grantee and/or contractor or their employees.
- PROVISION 11 LIABILITY DISCLAIMERS
With this agreement, the sub-grantee and contractor disclaims the Governor's Highway Safety Office, The Ohio Department of Public Safety, and the Federal Government (e.g., National Highway Traffic Safety Administration, Federal Highway Administration) from liability for workman's compensation, FICA, unemployment compensation, "wages or materials liens," or other payment of any employer/employee relationship.
- PROVISION 12 LINE OF CREDIT
That the sub-grantee or contractor shall carry a credit line on the cover or first page of any report that reads substantially as follows:

"Funding provided in part or solely by the:
National Highway Traffic Safety Administration
Federal Highway Administration
Ohio Department of Public Safety
Governor's Highway Safety Office"

Studies evaluations, etc, shall also include the following disclaimer "The opinions, findings, and conclusions expressed in the publication are those of the author and not necessarily those of, the National Highway Traffic Safety Administration, Federal Highway Administration, Ohio Department of Public Safety and the Governor's Highway Safety Office."

VII. TERMINATION OF AGREEMENT

Either party may terminate this Agreement by giving the other party fourteen (14) days notice of its election to do so with a written notice of cancellation to follow.

This agreement is hereby executed this _____ day of _____, 2008

Summit County OVI Task Force Member

Police Department

By:

(authorizing official)

By:

Title:

Title:

Date:

Date:

A RESOLUTION URGING THE STATE LEGISLATURE
TO ENACT A SILVER ALERT PROGRAM AND
DECLARING AN EMERGENCY

WHEREAS, approximately 3 million Americans with Alzheimer's and other forms of dementia go missing. If an elderly person is not found within 24 hours, there is a 50% chance that the individual can suffer a serious injury or die; and

WHEREAS, there are ten states across the country using a Silver Alert Program inspired by Amber Alerts for missing children; and

WHEREAS, these Silver Alert Programs have led to safe recoveries of seniors and saved lives.

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

SECTION 1: That Council of the Village of Boston Heights wishes to urge the State Legislature Alert Program similar to the Amber Alert used for missing children.

SECTION 2: That the Clerk of Council be, and hereby is directed to forward a copy of this Resolution to Governor Strickland, and the Ohio State Representative and State Senators representing our area urging them to enact a similar alert program to the Amber Alert used for missing children. The Clerk is further authorized to forward a copy of this Resolution to the Council of the County of Summit as an indication of the Council's urging for them to pass similar legislation.

SECTION 3: That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the Village of Boston Heights, and for the further reason that this measure is necessary due to up coming discussions on this matter, and this Resolution shall become immediately effective upon its passage, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

SECTION 4: That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

PASSED

BILL GONCY, MAYOR

ATTEST:

CAROL ZEMAN, Clerk-Treasurer

I, CAROL ZEMAN, Clerk of the Village of Boston Heights, summit County, Ohio, do hereby certify that the foregoing Resolution -2008, was duly passed by the Council on the 12th day of November, 2008

RESOLUTION DD- 2008

A RESOLUTION AUTHORIZING THE MAYOR
OF THE VILLAGE OF BOSTON HEIGHTS TO
ENTER INTO AN AGREEMENT WITH THE
SUMMIT COUNTY COMBINED GENERAL
HEALTH DEPARTMENT FOR THE
MONITORING OF STORM WATER
POLLUTION

THEREFORE, BE IT RESOLVED by the Council of the
Village of Boston Heights, County of Summit and State of Ohio:

Section 1: That the Mayor of the Village of Boston
Heights is here by authorized to enter into an agreement with the Summit
County Combined General Health Department for a period of time
beginning after execution of the contract until March 31, 2009.

Section 2: That the Summit County Combined General
Health Department has permission to provide regulation and/or services
for the monitoring of storm water pollution and/or enforcement of
regulations prohibiting illicit discharges to the municipal separate storm
sewer system of the Village of Boston Heights. (see Exhibit "A" attached)

Section 3: That it is found and determined that all formal
actions of this Council concerning and relating to the adoption of this
Resolution were adopted in an open meeting of this Council and that all
deliberations of this Council and of any of its committees that resulted in
such formal action were in meetings open to the public, in compliance
with all legal requirements including Section 121.22 of the Ohio Revised
Code.

Section 4: That this Resolution is hereby declared to be an
emergency measure necessary for the immediate preservation of the public
health, safety and welfare of the Village of Boston Heights, and for the
further reason that this joint venture is necessary for the economical
preservation of our storm water system.

PASSED:

BILL GONCY, Mayor

ATTEST:

CAROL ZEMAN, Clerk-Treasurer

I, CAROL ZEMAN, Clerk of the Village of Boston Heights,
Summit County, Ohio do hereby certify that the foregoing Resolution -
2008 was duly passed by the Council of Boston Heights, County of
Summit, State of Ohio, as a meeting on the 12th day of November, 2008.

CAROL ZEMAN, Clerk of the Village of
Boston Heights, Ohio

MEMORANDUM OF UNDERSTANDING BETWEEN
THE SUMMIT COUNTY COMBINED GENERAL HEALTH DISTRICT
AND
VILLAGE OF BOSTON HEIGHTS, SUMMIT COUNTY, OHIO

THIS AGREEMENT MADE this _____ day of _____, 2008 by and between The Summit County Combined General Health District (hereinafter SCHD) and the Village of Boston Heights (hereinafter the Community) to provide regulation and/or services for the monitoring of storm water pollution and/or enforcement of regulations prohibiting illicit discharges to the municipal separate storm sewer system (hereafter MS4) of the Community,

DUTIES AND RESPONSIBILITIES

Commitments of the SCHD:

The SCHD will provide the following storm water management services. These services and/or regulation will apply to only the urbanized area of the Community as defined by the U.S. Census:

- * The SCHD will conduct dry weather observational screening of 20 outfalls, 33% of identified outfalls during 2008. Observations will be documented in accordance with the Summit County Illicit Discharge Detection and Elimination Program Plan (IDDE Plan). Where flow is present the SCHD will conduct field testing in accordance with the IDDE Plan. The fee for dry weather observation, documentation and field testing will be \$20 per outfall. Where flow is present the SCHD may also collect a sample for laboratory testing of fecal coliform bacteria. The laboratory fee for the test will be \$15 per sample collected. SCHD will limit the number of samples to 7 of the outfalls screened, SCHD will provide monthly statements, Payment of the sampling and testing fees will be due within 60 days of billing. Monitoring and sampling fees not to exceed \$505 .
- * IDDE regulation, prioritization, pollutant source tracing, complaint investigation and enforcement: SCHD will apply Chapter 1250: Illicit Discharge and Illegal Connection Control regulation found in the Environmental Health Code of the SCHD. The SCHD will apply the regulation to the Community in only the urbanized area of the Community as defined by the U.S. Census in accordance with the IDDE Plan. In 2008 minimal source tracing and enforcement will be prioritized throughout Summit County based on severity of the pollution and impact on public health. SCHD will locate priority areas based on dry weather screening results and land use factors in accordance with the IDDE Plan. SCHD will prepare the annual report, as it applies to the activities of this agreement for Ohio EPA permit requirements found in NPDES Permit number O1-1Q000002. The cost for services rendered for these services is \$135 per square mile of land area, the urbanized land area of the community is calculated at 2 square miles for a total 2008 fee of \$270. Payment of this fee is due within 90 day of execution of this memorandum.

SCHD will prepare the annual report, as it applies to the activities of this agreement for Ohio EPA permit requirements found in NPDES Permit number O1-1Q000002, due April of 2009.

Total SCHD fees for service for this agreement are not to exceed \$775.

Commitments of the Community

- * The Community shall provide pertinent data on the location and description of each MS4 outfall.
- * The Community is to provide assistance where heavy or specialized equipment has been determined to be necessary by both the Community and the SCHD in order to execute the duties of this contract.
- * The Community will prioritize and be responsible for corrections to MS4 structures owned by the Community where has been necessary to comply with the storm water regulations. The Community will be responsible for educating its employees and citizens on illicit discharge restrictions and best practices.
- * The Community will assist the SCHD in gathering and collating permit reporting data where this data source originates with the Community.
- * The Community will maintain and update the MS4 maps required by the NPDES

TERM

The term of this agreement shall be from the day both parties have signed this agreement to March 31, 2009. 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 is unacceptable to either party. Prior to cancellation of this Agreement, a meeting will be held by the parties to discuss issues of concern and seek resolution. If this Agreement is canceled by the parties prior to completion, the SCHD, within twenty (20) days, shall submit a certified final progress report if a percentage of work is completed by the date of cancellation. The Community will pay the SCHD for the work completed as certified in this statement, subject to the provisions of this Agreement. In the event that the Community is notified that the funding is terminated for any reason, the Community shall immediately notify the SCHD of the termination of funding.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on the day and year first written below;

Summit County Combined General Health District:

Gene Nixon, Health Commissioner

Date

Village of Boston Heights, Summit County, Ohio:

Signature

Date

MEMORANDUM OF UNDERSTANDING

Commercial Land Development

The following Memorandum of Understand (MOU) is between the City of Hudson (City) and the Village of Boston Heights (Village), both in the State of Ohio.

The section of commercial lands in both the City and the Village, addressed by this MOU, is bordered by State Route 8 to the west, Interstate 80 (Ohio Turnpike) to the north, State Route 303 to the south and the City's district 6 to the east.

Presently the City has commercially zoned land along its western boundary, in this MOU defined area, that has utility lines to service the property, yet little exposure to the high traffic volume Route 8 corridor. The Village has commercially zoned land, in this MOU defined area, along the Route 8 corridor directly accessed by Boston Mills Road and Chittenden Road and its new configuration that is in need of water and sewer services. Therefore, each community joins in this MOU to comprehensively study, plan, and set in motion an agreement to enhance these mutual properties with available highway access and appropriate utilities to the benefit of each community.

The City and the Village shall remain independent political entities. All of the land in the MOU area is in the Hudson School District. The schools, the City, the Village and citizens can benefit from this agreement due to increased commercial businesses providing property and income tax support.

Cooperative action between each community with safeguards for the Brandywine Creek and Mud Brook Watersheds will benefit the City, the Village, and the Cuyahoga Valley National Park. The possibility of linking Hudson Crossing properties through to Chittenden Road, allowing for highway exposure and agreements with both Cleveland and Akron water and sewer, can be achieved through this cooperative agreement for this MOU area.

Through a cooperative effort, a majority of the communities' populations shall become cognizant of the mutual benefits of this agreement. The Village and the City pledge to work cooperatively together toward an efficient, sustainable form of smart governance over this area, including, but not limited to, the possibility of a Joint Economic Development District [JEDD].

THIS AGREEMENT IS ENTERED INTO ON THIS DAY [_____, 2008] AND SHALL REMAIN IN EFFECT UNTIL DISSOLVED BY DECREE FROM EITHER GOVERNMENT ENTITY.

City of Hudson

Village of Boston Heights

City Manager:

Mayor:

Mayor:

Council President:

Council President: