



**ORDINANCE 2024-02**

**AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A WORKING AGREEMENT WITH DELAWARE SOIL AND WATER CONSERVATION DISTRICT (DSWCD) FOR SERVICES TO MEET THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) REQUIREMENTS.**

**WHEREAS,** There are certain Ohio EPA requirements the City must meet in order to be in compliant with NPDES program and maintain the City's NPDES permit; and

**WHEREAS,** These requirements revolve around meeting the permit's 6 minimum control measures: public outreach, public involvement, illicit discharge detection and elimination (IDDE), erosion and sedimentation control, post-construction runoff, and good housekeeping; and

**WHEREAS,** In order to meet these measures and ultimately report the results to the Ohio EPA, the City partners with the Delaware Soil and Water Conservation District (DSWCD) to complete control measures 1, 2, and 6; and

**WHEREAS,** The term of the working agreement is for three (3) years, beginning in 2024 and ending on December 31, 2025; and

**WHEREAS,** The cost of the services is \$1 per resident, based on Delaware Regional Planning Commission's Yearly population estimate for the City. The fee will be updated each year of the agreement following the updated estimate supplied by Delaware Regional Planning Commission.

**NOW THEREFORE BE IT ORDAINED BY THE CITY OF POWELL, COUNTY OF DELAWARE, STATE OF OHIO, AS FOLLOWS:**

Section 1: The City Manager is hereby authorized and directed to enter into a working agreement with Delaware Soil and Water Conservation District for services to meet the National Pollutant Discharge Elimination System (NPDES) requirements.

Section 2: It is hereby 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 Council and that all deliberations of Council and any of the decision making bodies of the City of Powell which resulted in such formal actions were in meetings open to the public in compliance with all legal requirements of the City of Powell, Delaware County, Ohio.

Section 3: That this Ordinance shall take effect on the earliest period allowed by law.

TC  
Tom Counts  
Mayor

11/16/24  
Date

Elaine McCloskey  
Elaine McCloskey  
City Clerk

11/16/24  
Date

EFFECTIVE DATE: Feb 16, 2024

This legislation has been posted in accordance with the City Charter on this date 11/17/24.  
EMcCloskey  
City Clerk



## Delaware Soil and Water Conservation District

PO Box 8006, 1610 State Route 521, Delaware, OH 43015  
Phone: (740)368-1921 · Website: <https://soilandwater.co.delaware.oh.us>

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### WORKING AGREEMENT BETWEEN THE DELAWARE SOIL AND WATER CONSERVATION DISTRICT AND CITY OF POWELL

This working agreement is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, becomes effective on \_\_\_\_\_, 2024, and continues through December 31, 2026. The agreement is subject to the limitations of authorities, resources and policies of the Delaware Soil and Water Conservation District (SWCD) and the City of Powell (City).

For ease of understanding, this agreement is arranged according to the order of the Six Minimum Control Measures for the National Pollutant Discharge Elimination System (NPDES) Phase II for Stormwater, as defined with the Ohio Administrative Code 3745-39-04 (B)(1) through (6).

#### **Delaware SWCD will provide the following services:**

##### **Minimum Control Measure No. 1: Public Education/Outreach**

1. The Delaware SWCD and the City of Powell will meet to identify specific events where the Delaware SWCD will be present to disseminate NPDES Phase II related information to the general public. Each year of this agreement, **three (3) events** will be assumed.
  - a. The SWCD shall provide, at a minimum, a dedicated booth or area at the event, staffed by a minimum of one (1) person knowledgeable in the materials presented throughout the event's hours, unless otherwise agreed-to by the City.
  - b. The SWCD shall track the number of event attendees that visit said booth. The SWCD shall identify general age groups to ensure that we are reaching our target audience.
  - c. The SWCD shall include a display of City-specific brochures at the event booth.
2. The SWCD shall provide articles, graphics and/or video clips for use in the City's publications on a **quarterly** basis. Each article/graphic will cover a single topic relative to the City's stormwater program.
3. The SWCD will allow the City to have an established link on its website to the SWCD website.
4. The SWCD shall maintain and provide to the City updated brochures for the use and distribution by the City, at the City's discretion. The brochure will include the City's logo.

5. The SWCD shall develop a training session for City employees on an agreed upon topic related to the City's stormwater program.
6. The SWCD will use themes and messages throughout their education materials that will address stormwater pollution prevention and improving water quality by targeting pollutants addressed in the current NPDES Phase II Permit. Each year the SWCD will meet with the City to review the theme and messaging for the year.
7. The SWCD shall provide an annual report of all educational activities to the City.

**Minimum Control Measure No. 2: Public Participation**

1. Upon request by the City or a landowner within the City, the SWCD shall perform on-site inventory and evaluation of soils, drainage, erosion and sedimentation, stream bank erosion, and soil stabilization concerns for residents within the incorporated limits of the City of Powell.
  - a. The SWCD shall make technical recommendations and comments to landowners, providing a copy of the same to the City for its records.
  - b. The SWCD shall track the number and type of individuals requesting this service.
2. The SWCD shall assist the City in the coordination of a storm drain marking program. The City will be responsible for the purchase of drain marking materials.
3. The SWCD shall conduct a workshop for residents on a backyard conservation topic.
4. The SWCD shall provide an annual report of all participation activities to the City.

**Minimum Control Measure No. 3: Illicit Discharge**

Not applicable

**Minimum Control Measure No. 4: Construction**

Not applicable

**Minimum Control Measure No. 5: Post-Construction**

Not applicable

**Minimum Control Measure No. 6: Good Housekeeping/Pollution Prevention**

1. The SWCD shall inform the City of upcoming training sessions, seminars and classes available to City Council, employees, staff and/or City-retained consultants relative to NPDES Phase II topics, such as, but not limited to: erosion and sedimentation control,

storm routing, public education, public outreach, stormwater system maintenance and best management practices.

2. The SWCD shall carry out a continued public information program relating to the wise use of natural resources and provide to the local government and its representatives information and education materials relating to the management of soil and water and related resources.
3. The SWCD shall assist the City with annual inspection of (3) public facilities.

### **General**

1. The SWCD will work with the City to determine the number of service hours and themes to be covered for the next year's agreement. This coordination shall commence no later than December 2023, December 2024 and December 2025. While this agreement covers the duration of 2024-2026, payment will be made annually.

### **The City of Powell will provide the following:**

1. The City has the opportunity to participate in the SWCD's annual planning process. Participation will include attending up to three meetings to discuss the success of various programs used by the City and the potential for additional utilization in the future.
2. The City shall provide the SWCD with the submittal deadlines for the quarterly articles/graphics.
3. The City shall maintain a link on its website to the SWCD website.

### **Compensation**

1. The City of Powell shall compensate the SWCD for the services listed in the agreement in the amount of \$1 per resident, based on [Delaware Regional Planning Commission's Yearly](#) population estimate for the City. The fee will be updated each year of the agreement following the updated estimate supplied by Delaware Regional Planning Commission. Therefore, the fee for 2024 is \$15,295.00.

### **Reporting**

1. A record of time and efforts provided will be maintained by the SWCD. An annual report shall be provided to the City that will include:
  - Total compensation amount
  - Activities completed in that year

### **It is Mutually Agreed:**

1. That the SWCD is a conservation, technical, and education service agency and therefore is not granted regulatory authority in the Ohio Revised Code.
2. That the working relationship is defined to include lines of communication with appropriate departments.
3. That the City and the SWCD will meet when necessary to review and coordinate activities and programs with the aim of developing a multi-disciplinary approach to resource management.
4. That all parties will review quality of service and address concerns as they arise.
5. That credit will be given jointly to the SWCD and the City in natural resource/ NPDES Phase II related publications prior to publication.
6. That this working agreement may be amended or terminated at any time by mutual consent of both parties, or the agreement may be terminated by either party giving sixty (60) days notice in writing to the other. Upon termination, the SWCD shall refund that portion of funds not used through the termination date to the City of Powell.

**SIGNATURES**

The below signatures certify consent on the above agreement.

**DELAWARE SOIL AND WATER CONSERVATION DISTRICT**

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Signature	Title	Date
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**CITY OF POWELL**

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Signature	Title	Date
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Approved as to Form:

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

**CERTIFICATION OF  
FUNDS**

I hereby certify that the above amount required to the above, has been lawfully appropriated, authorized, or directed for such purposes and is in Treasury or in the process of collection to credit of the above funds free of obligation or certification now outstanding.

BY: \_\_\_\_\_

Date: \_\_\_\_\_

Rosa Ocheltree, Director of Finance

