



**FRANKLIN SOIL AND WATER CONSERVATION DISTRICT  
AND CITY OF GAHANNA WORKING AGREEMENT**

This working agreement is entered into on \_\_\_\_ day of \_\_\_\_\_ 200\_\_ for services to be provided from October 1, 2003 to September 31st, 2004. The agreement is subject to the limitations of authorities, resources and policies of the Franklin Soil and Water Conservation District (SWCD) and City of Gahanna.

For ease of understanding, this agreement is arranged according to the order of the Six Minimum Controls for the National Pollutant Discharge Elimination System (NPDES) Phase II for Storm Water as defined with the Ohio Revised Code 3745-39-04 (B)(1) through (6). The activities outlined herein represent Year 1 of the City's storm water management plan.

**Franklin SWCD will provide the following services for the City for 2003:**

**Minimum Control Measure No. 4: Erosion and Sedimentation Control:**

1. Pre-Construction Services:

- The SWCD shall review provide detailed review and comment on natural resource concerns such as soils, drainage, and stream buffers. This review will be completed within one week of submission of construction plans to the City by the developer. (See City's responsibilities below for plan disbursement.)
- The SWCD shall review construction plans and make comments related to soil and erosion sediment control practices on the plan as well as the construction sequence.

2. Construction Services:

- The SWCD shall perform biweekly site inspections from approved stormwater protection plan (SWPP) and recommend any necessary changes to plan resulting from earth moving activities.
- The SWCD shall prepare a brief description of the site inspections and provide same to the City on a weekly basis.
- At the end of the project, schedule a close-out meeting to discuss OEPA Notice of Termination paperwork.
- For stormwater improvements to be maintained by the City, the SWCD shall provide an outlined maintenance and management criteria for permanent erosion and sediment controls and stormwater management basins to the City.

**EXHIBIT A**

- For storm water improvements to be maintained by entities other than the City, the SWCD may elect to provide a similar outline on maintenance and management for permanent erosion and sediment controls and stormwater management basins information to the entity responsible for long-term management of practices (i.e. homeowners association, etc.).
- 3. The SWCD shall track information provided as part of the erosion and sedimentation control services and provide an annual report to the City.

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

1. Training: The SWCD shall perform training sessions for City's inspectors for inspection of erosion and sedimentation control techniques. This agreement assumes two training sessions for the period covered.
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.

**General**

The District will work with the City to determine the number of service hours needed for the next year's agreement and develop a grant request for the next year.

**Franklin SWCD will develop a plan to provide the following services no later than 2005:**  
(Education services to schools and community organizations with current district resources will be provided at no cost to the City for 2003)

**Minimum Control Measure No. 1: Public Education:**

1. The Franklin SWCD and the City will meet to identify all City-specific events where the Franklin SWCD will be present to disseminate NPDES Phase II related information to the general public. For the time period addressed as part of this Agreement, three (3) City-wide events will be assumed.
  - The SWCD will provide, at a minimum, a dedicated booth or area at each event, manned by a minimum of one (1) person throughout the event's hours, unless otherwise agreed-to by the City.
  - The SWCD shall track the number of event attendees that visit said booth. The SWCD shall identify general age group and gender, at a minimum.
  - The SWCD shall identify that the event booth is a cooperative effort between the City and the SWCD.
2. The SWCD Provide specific education outreach programs in agreement with the local government. The focus of the assistance will be geared to meet NPDES Phase 2 compliance.
  - The SWCD shall provide the City with a list of NPDES Phase II related topics for which the SWCD has speakers available.

- Upon request by the City, the SWCD shall schedule seminars, speakers and programs relating to NPDES Phase II stormwater topics.
- Track the number of individuals who benefit from the educational and consultative services discussed above.
- 3. Upon request by 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 city limits of the City of Grove City.
- The SWCD shall make technical recommendations and comments to landowners, providing a copy of same to the City for its records.
- The SWCD shall track the number of individuals requesting this service.
- 4. The SWCD shall provide an annual report of educational activities to the City.

**The City of Gahanna will provide the following:**

1. The City shall provide the SWCD with a copy of the storm water management regulations adopted by the City for the SWCD's use in plan review and comment.
2. The City shall provide the SWCD with a copy of the Notice of Intent application submitted to the Ohio Environmental Protection Agency (OEPA) as part of the NPDES Phase II storm water program, for their records and planning process.
3. The City shall provide one set of construction plans to the SWCD once received from the developer as part of the plan review process associated with the City Engineer.
4. The City shall participate in the SWCD's annual planning process.

**Compensation**

1. The City of Grove City shall compensate the SWCD in the form of a grant. The amount of the grant for the period outlined within this agreement is contained in Attachment A hereto.
2. A record of time and efforts provided to the city will be maintained by the SWCD. A quarterly report shall be provided to the City that will include:
  - Total grant amount
  - Activities completed in that month
  - Total cost expended in that month
  - Total cost expended to date
3. If assistance exceeds 1000 service hours during the duration of this agreement, services provided will be charged at \$35.00/ hour to the upcoming year's grant agreement.

**It is Mutually Agreed:**

- That the SWCD is a conservation technical and education service agency and therefore is not granted regulatory authority in the Ohio Revised Code
- That the working relationship will be defined to include lines of communications with appropriate departments.
- That the City and the SWCD will meet when necessary to review and coordinate activities and programs with the aim of developing a multi-discipline approach to resource management.
- That the standards and specifications developed by the City shall take precedence in planning and application of conservation measures. Where the City's policies are moot, the Natural Resources Conservation Service and ODNR Rainwater and Land Development will be used in planning and application of conservation measures.
- That all parties will review quality of service and address concerns as they arise.
- That credit will be given jointly to the SWCD and the City in natural resource/ NPDES Phase II related publications prior to publication.
- 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.

**SIGNATURES**

The below signatures certify consent on the above agreement.

FRANKLIN SOIL AND WATER CONSERVATION DISTRICT

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Signature	Title	Date
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GAHANNA

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Signature	Title	Date
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