

§ 151.022 MINOR SUBDIVISION.

(A) *Staff granted the Authority of Review and Approval.* The Village Engineer is authorized to represent the Planning Commission in the review and approval of a minor subdivision, and to end or set the conveyance of a parcel or parcels of land in a minor subdivision for transfer without plat.

(B) *Submission of Minor Subdivision.* Any person proposing to create a minor subdivision shall submit the following to the Village Engineer.

(1) A legal description of the parcel or parcels sought to be transferred on a conveyance of said parcel or parcels.

(2) Two copies of a private survey by a registered surveyor of the parcel or parcels sought to be transferred. (See Appendix A)

(3) Minor subdivision fees as prescribed by the Permits and Approvals Fee Schedule.

(C) *Action by the Village Engineer*

(1) Within seven working days after submission of a minor subdivision or within a mutually agreed upon extension, the Village Engineer shall either approve or disapprove the application for transfer without plat.

(2) If the Village Engineer does not approve the transfer without plan, the applicant shall be notified in writing of the reason for disapproval. If the Village Engineer approves the transfer without plat, the conveyance shall be stamped: "Approved by Mogadore Planning Commission; no plat required," and the signature of the Village Engineer affixed along with the date of such approval. The approval shall expire within 60 days, unless the conveyances are recorded in the office of the County Recorder during such period.

(D) *Action by the County Health Department, Portage or Summit as appropriate.* The Village Engineer shall, within seven days after submission of a minor subdivision, submit the proposed subdivision to the Health Department who shall approve or disapprove building sites for individual sewer systems. If disapproved, the Health Department shall notify the owner of the reasons for disapproval. (Ord. 57-1981, passed 10-21-81)

**VILLAGE OF MOGADORE**  
**MINOR SUBDIVISION REVIEW APPLICATION**

135 S. Cleveland Ave., Mogadore, OH 44260  
Phone: 330-628-4896 Fax 330-628-5850



DATE: \_\_\_\_\_

APPLICANT NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

APPLICANT ADDRESS: \_\_\_\_\_

OWNER NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

OWNER ADDRESS: \_\_\_\_\_

LOCATION: \_\_\_\_\_ ZONING DISTRICT: \_\_\_\_\_

ORIGINAL NUMBER OF LOTS: \_\_\_\_\_ RESULTING NUMBER OF LOTS: \_\_\_\_\_

VILLAGE COMMENTS: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_

FEE: \_\_\_\_\_ DEPOSIT: \_\_\_\_\_ PAID: \_\_\_\_\_

Application is made for a minor subdivision within a Village limits as indicated and in accordance with the Village codified Ordinances and the following conditions:

1. Provide two copies of the survey drawing of the subject property at a scale of not more than one (1) inch equals one-hundred (100) feet and one mylar copy. Acceptable plat sizes may be 8 ½" x 14"; 11" x 17"; or 24" x 36" showing the entire property unless otherwise approved.
2. Proposed parcels shall not be in conflict with any existing subdivision plat notes, deed restrictions and/or restrictive covenants registered on the subject parcel, as applicable.
3. The basis of bearing citation shall include one of the following, but not limited to: current deeds as of the date of survey, prior deeds, adjoining subdivision plats, or other documents of record.
4. The location, dimensions and area of all proposed or existing lots. A statement of the proposed use of the building sites or lots. Include the existing land use of the site and adjacent land addresses, and show any encroachments on the survey drawing. Where applicable, list of lots, blocks, parcels and applicable acreages.
5. Location of property lines, existing easements and other restrictions, railroad rights-of-way, watercourses, wetlands and streams. Also indicate limits of 100 year flood boundaries as defined by the Flood Insurance Rate Maps (FIRM) of the U.S. Department of Housing and Urban Development. (Available for review at the Department of Community Development.
6. Location of all existing oil and gas wells, easements, tank batteries, flow and sale lines, ingress and egress roads and other activities usually associated with such oil and gas extraction within two-hundred (200) feet of the site or subdivision boundaries.
7. New revised deed(s) matching new legal descriptions of all new parcels with written authorization of all owners on deed is required to be submitted after legal descriptions are approved and prior to Village approval.
8. Copy of property/properties tax bill/bills and receipt showing all taxes are paid in full as of the submitted application date.

APPLICANT SIGNATURE: \_\_\_\_\_

OWNER SIGNATURE: \_\_\_\_\_

**VILLAGE OF MOGADORE**  
**Floodplain and Stormwater Pollution**  
**Prevention Acknowledgement Form**  
135 S. Cleveland Ave., Mogadore, OH 44260  
Phone: 330-628-4896 Fax 330-628-5850



**FLOODPLAIN**

Is the proposed structure, associated earthwork, non structural fill or grading or storage of equipment/material to occur in an area defined as a "Special Flood Hazard Area"? \_\_\_\_\_  
(Yes / No)

Refer to the Flood Insurance Rate Map. Areas with blue hatch on the flood maps are Special Flood Hazard Areas. If yes, contact the Village for development requirements/limitations and a Special Flood Hazard Area Development Permit Application. Higher quality mapping is available if proposed work is close to a Special Flood Hazard Area.

**STORMWATER POLLUTION**

Will the project disturb one (1) or more acres? \_\_\_\_\_  
(Yes / No)

If one (1) acre or more of land is disturbed as a result of the project, a Stormwater Pollution Prevention Plan (SWPPP) must be prepared. The SWPPP must be submitted to and approved by the Village prior to any excavation or stripping of soil. The cost and responsibility associated with obtaining an approved plan as well as maintaining erosion controls measures to the satisfaction of the Village shall be borne by the developer. If the developer does not install and maintain stormwater pollution control measures to the satisfaction of the Village, the Village reserves the right to halt work until deficiencies are addressed to the satisfaction of Village. All application, review and inspection fees or fines that the Village, County or EPA charges to the development shall be the responsibility of the owner/developer or contractor as appropriate.

(Note: A project, which will disturb several acres, shall not be broken into smaller "phases" to avoid installing storm water pollution prevention techniques. For the purposes of the stormwater pollution requirements, the project shall include the long-term development as well as short-term construction.)

\_\_\_\_\_  
Witness (*Print Name*)

\_\_\_\_\_  
Owner/Developer (*Print*)

\_\_\_\_\_  
Witness (*Signature*)

\_\_\_\_\_  
Authorized Representative (*Print Name*)

\_\_\_\_\_  
Authorized Representative (*Signature*)

\_\_\_\_\_  
Contact Phone Number

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Contact Email

**VILLAGE OF MOGADORE**  
Long Term Inspection and Maintenance Agreement for  
Permanent Stormwater Management Facilities  
135 S. Cleveland Ave., Mogadore, OH 44260  
Phone: 330-628-4896 Fax 330-628-5850



Inspection, maintenance and repair of permanent stormwater management facilities, in perpetuity, is the responsibility of the facility owner.

This is a standard agreement and should be modified as necessary to create an Agreement which is appropriate for the specific development/facility/owner/phase and site which is to be served by the basin and which is agreed upon by the Owner, Village Engineer and Service Department prior to signing this Agreement.

***About the Permanent Stormwater Management Facility:***

1. What development is to be served by the permanent stormwater management facility? Enter development name below. In addition, attach a separate sheet which lists the address and parcel number of each property which will be served by the facility. If addresses / parcel numbers are not yet available, please attach a figure clearly indicating each subplot to be served.

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2. Has the facility been designed to serve any future phases or future development? If so, please provide details.

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3. Where is the facility located? (Reference proximity to street intersection and attach a location map).

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4. What type of permanent stormwater management facility has been constructed? Please list all components of the facility which will be maintained by the owner. Example: retention basin including landscaping, berming, overflow spillway, water quantity and quality control structure; storm sewer pipes into the basin; 100-year flowpath swales, access road, easements, etc.

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5. As-built drawings must be submitted to the Village Engineer to verify that the permanent stormwater management facility has been constructed in accordance with the approved design (See As-Built Drawing Checklist attachment). If the as-built drawings indicate the facility will not function according to the approved design, repairs will be required by the Village Engineer. For example, the Village Engineer may require repairs if the basin capacity or the overflow elevation are inconsistent with the design. Please include a copy of the contract drawings / specifications which indicate this as-built requirement to the site contractor.

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***About the Long Term Inspection and Maintenance:***

6. How will future inspection, maintenance and repair to the facility be funded?

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7. The owner is responsible for meeting the terms of the Long Term Inspection and Maintenance Agreement for Permanent Stormwater Management Facilities. Please list the owner's name and contact information.

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Long Term Inspection and Maintenance Agreement for  
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8. The Village requires that an inspection fee be paid to cover all costs associated with the inspection of the facility, in perpetuity. Please list the name and address to which the statement of charges should be sent:

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9. Is the owner a common ownership entity (such as a homeowner's association)? YES NO

If yes, how will owners be made aware of this Agreement? \_\_\_\_\_

**Acknowledgement**

10. The owner will maintain the permanent stormwater management facility in accordance with the approved Long Term Inspection and Maintenance Plan and to the satisfaction of the Village Engineer and the Service Department, in perpetuity.

11. The owner will repair the permanent stormwater management facility to the satisfaction of the Village Engineer and the Service Department in order to keep the facility operating safely and as intended, in perpetuity.

12. The owner agrees that no alteration will be made to the function or design of the permanent stormwater management facility without prior written approval from the Village Engineer.

13. The Village of Mogadore or authorized agents are authorized to inspect the stormwater management facility.

14. The Village of Mogadore or authorized agents will be reimbursed for all costs associated with annual inspections plus an administrative fee.

15. Should maintenance or repair not be completed as required by the Village Engineer and the Service Department, the Village may undertake the necessary work and charge all associated expenses to the owner. Reimbursable charges will include all costs associated with engineering fees, construction, inspection and administrative fees.

16. This Long Term Inspection and Maintenance Agreement will be recorded at the County Recorder's Office and shall be referenced to the parcel(s) served by the stormwater facilities.

17. If an entity of common ownership is no longer in existence and/or if an owner fails to reimburse the Village, expenses associated with repair, maintenance and/or inspection of the stormwater management facilities will be recuperated by the Village by assessing each property which is served by the stormwater management facilities. The total cost of inspection, maintenance and repair will be split (based on acreage) between all properties served by the facility.

**Please circle below to indicate if you acknowledge that the requirements for long term inspection and maintenance of permanent stormwater management facilities listed above are understood and agreed upon by the owner. If the owner has any questions about these requirements, please contact the Village Engineer. YES NO**

**Attachments**

Please attach a copy of the Long Term Inspection and Maintenance Plan which has been approved by the Village Engineer. This plan should document the specific long term inspection and maintenance which will be completed by the owner. This Plan is a part of this Agreement.

Please attach a copy of the stormwater management facility site plan which documents the essential design parameters of the facility. [For example, for a basin this would include the onsite and offsite drainage area size, basin volume, bottom elevation of the basin, 100-year water surface elevation of the basin, normal water surface elevation, easements, etc.]

**Agreement**

The owner is aware that the agreed upon long term inspection, maintenance and repair responsibilities will transfer to any future owner, successor, association, executor, heirs or assigns.

The Village is under no obligation to maintain or repair the stormwater management facility, and in no event is this Agreement intended to imply any such obligation.

This Agreement imposes no liability of any kind whatsoever on the Village. The owner agrees to hold the Village of Mogadore harmless from any liability in the event the stormwater management facility fails to operate properly.

The owner agrees to the terms of this Long Term Inspection and Maintenance Agreement for Permanent Stormwater Management Facilities.

IN WITNESS WHEREOF, the owners have executed this Maintenance Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Owner Printed Name

\_\_\_\_\_  
Owner Printed Name

The foregoing Agreement was acknowledged this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ in the State of \_\_\_\_\_,

County of \_\_\_\_\_ by \_\_\_\_\_, a notary public for said County and State.

\_\_\_\_\_  
Notary Public

**APPROVED BY THE FOLLOWING VILLAGE OF MOGADORE OFFICIALS:**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Village Engineer