**LONG-TERM MAINTENANCE PLAN**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(PROJECT)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(CITY, VILLAGE, TWP)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

The Stormwater Pollution Prevention Plan (SWP3) prepared for construction of the **(blank)** includes Best Management Practices (BMP’s) for stormwater management. As a condition of the most recent OEPA Construction Site Runoff permit (OHC000005), a maintenance plan is required for all post-construction BMP’s to ensure that permanent stormwater management systems continue to function as designed and constructed. For this project, BMP’s that will remain in place following the Notice of Termination (NOT) to OEPA include **(list of all of the post-construction BMP’s)(state what SWP3 plan sheets and appendices)**

**INSPECTION AND MAINTENANCE RESPONSIBILITIES**

Following construction, the **(development, business, etc.)** will be operated and maintained by **(owner, business, HOA, etc.)** As part of routine and periodic maintenance activities a representative from **(owner, business, HOA, etc.)** will inspect the BMP’s according to the schedule outlined in the table included in this long-term maintenance plan.

**INSPECTION AND MAINTENANCE ACTIVITIES FOR BMP’s**

|  |  |
| --- | --- |
| **BMP and ACTIVITIES** | **SCHEDULE** |
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**INSPECTION & MAINTENANCE AGREEMENT FOR POST-CONSTRUCTION STORMWATER CONTROLS**

The **(business, facility, etc.)**, (hereinafter “Owner”) being the owner of **Parcel #** of real property described in Exhibit A attached hereto and made a part hereof (hereinafter “Property”), hereby declare that the Property shall be operated, inspected and maintained, subject to the terms and conditions, as set forth herein (hereinafter “Terms and Conditions”) which shall run with the Property for all purposes and shall be binding upon its present and future owners, together with their respective heirs, successors and assigns.

The Conditions shall be effective immediately.

1. Post-Construction Stormwater Controls. Post-construction stormwater controls (hereinafter “controls”) are located on Property more particularly described in Exhibit A.

2. Operation and Maintenance Plan. An operation and maintenance plan (hereinafter

 “Plan”) for the post-construction controls has been prepared on behalf of the Owner and

 is on file with **(City, Village, County/Township)** (hereinafter “**City, Village,**

 **County/Township**”) The Plan applies to the original Plan submitted to and approved by

the **(City, Village, County/Township)**, and to any and all amendments approved by the

 **(City, Village, County/Township)** which affect the inspection, operation and/or

maintenance of the controls described in the Plan. The **(City, Village,**

 **County/Township)** will maintain an electronic copy of the Plan.

3. Municipal Separate Storm Sewer System. The Property, more particularly described in

 Exhibit A, is located wholly within the boundaries of the **(City, Village,**

 **County/Township)** Municipal Separate Storm Sewer System and are subject to

enforcement in accordance with the **(City, Village, County/Township)** Stormwater

 Management Plan.

4. Terms and Conditions.

1. The Owner of the Property shall be responsible for ensuring that the control(s) described in the Plan and located on the Property, more particularly described in Exhibit A, is/are inspected, operated and maintained in accordance with the current Operation and Maintenance Plan which has been approved for the site and is on record with the **(City, Village, County/Township)**.
2. The Owner grants the **(City, Village, County/Township)** and/or their designee access to the property to conduct inspections as necessary, with prior notification to the property owner, to verify that SCMs are being maintained and operated in accordance to **(Ordinance #, Resolution, Regulations)**.
3. The **(City, Village, County/Township)** shall maintain public records of the results of site inspections and shall inform the landowner responsible for maintenance of the maintenance problems that require correction, specifically those that indicate any corrective actions required to bring the SCMs into proper working condition.
4. The Owner acknowledges that in the instance that the Owner fails to maintain the post-construction stormwater controls in accordance with the Plan, that the **(City, Village, County/Township)** has the authority to perform maintenances necessary to restore proper function of the post-construction stormwater control described in the Plan. The Owner will be charged for all time, materials and labor required to restore the post-construction stormwater control back to proper and intended function within 10 days of receipt of invoice from the **(City, Village, County/Township)**, or more with written approval from **(City, Village, County/Township).**
5. Enforcement shall by proceedings at law or in equity against any persons violating or attempting to violate the Conditions either to restrain or to recover damages.
6. Invalidation of any provision of the Conditions by judgement or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.
7. The Owner shall be responsible for funding long-term maintenance and inspections of SCMs.
8. The **(City, Village, County/Township)** is released from all damages, accidents, casualties, occurrences, or claims that arise or be asserted against the **(City, Village, County/Township)** from the construction, presence, existence, or maintenance and inspections of all SCMs.

IN WITNESS WHEREOF, the Owner has caused its name to be affixed hereto, by

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, its duly authorized representative.

 Owner:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

**STATE OF OHIO,**

**COUNTY OF JEFFERSON**, to wit:

 I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_as\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_of the

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, whose name is signed to the foregoing Agreement,

appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

 GIVEN under my hand and seal this\_\_\_\_\_\_\_\_\_day of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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 Notary Public

My commission expires:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Registration Number:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**(ANY Attachments)**