

Department of Development Services

CLEAN WATER MANAGEMENT PERMIT



61 N. Green Street | Brownsburg, IN 46112

Phone 317-852-1128 | Fax 317-852-1134

www.brownsburg.org

Items to be included with this application:

Required Submittals:

- Completed Application (signed by the Applicant)
- Review and Inspection Fees Statement of Financial Responsibility (signed by the Applicant)
- Affidavit and Consent of Property Owner
- Statement of Financial Responsibility within the Town's Right-of-Way (signed by the Owner)
- Plans: Two (2) sets of plans pursuant to the information outlined in §151.50 of the Brownsburg Municipal Code.
- Electronic Copies of all submittal items.

Unified Development Ordinance (UDO) & Other Code Links:

Unified
Development
Ordinance (UDO)



<http://bit.ly/UDO-2015>

Erosion Control
Design Standards



<http://bit.ly/ErosionStds>

Ch. 57 Illicit
Discharges And
Connections



<http://bit.ly/TitleVCh57>

Ch. 151 Stormwater
Management



<http://bit.ly/TitleXVCh151>

Brownsburg
Construction
Standards



<http://bit.ly/ConstructStds>

Department of Development Services

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PROJECT NAME:	RECEIVED STAMP
PERMIT #:	
RECEIPT #:	

COMPLETE THE FOLLOWING:

Applicant:	Company:		
	Contact:	Email:	
	Address:	City, State	Zip code:
	Phone #:	Cell #:	Fax #:

Check if the Applicant is the Property Owner.

Property Owner:	Company:		
	Contact:	Email:	
	Address:	City, State	Zip code:
	Phone #:	Cell #:	Fax #:

Check if the Applicant is the Project Contact.

Project Contact:	Company:		
	Contact:	Email:	
	Address:	City, State	Zip code:
	Phone #:	Cell #:	Fax #:

Project Information:	Site Address:	
	Subdivision:	Lot No.:
	Parcel Number(s):	

Project Description:	Project Duration (in months):	Project Size (AC):	No. of Lots/units:

The below Engineer's statement needs to be filled out unless for individual residential lots.

Engineer's Statement: I hereby certify to the best of my knowledge and belief:

1. That the plans and specifications which are attached to and made a part of this petition have been prepared by me or under my direct supervision.
2. That these plans and specifications have been prepared in accordance with all applicable Codes and Ordinances
3. That I will perform reasonable and regular inspections of the project site during construction as required to enable me to certify, upon completion, that the work was done in accordance with approved construction plans and specifications.

Date:	Signature:	Printed Name:	
	IN Registration No.:	Phone:	Email:
	Company Name:	Address:	

Application Notarization:

I affirm, under oath, and under penalties of perjury (I.C. 35-44-2-1), that I have the authority to make the above application, and that all of the information provided in this application for cleanwater permit is true and accurate, to the best of my knowledge and belief, and that I have not knowingly or intentionally provided or omitted any information that would tend to hide, obscure, or otherwise mislead the Town of Brownsburg regarding the truth of the matters addressed herein.

STATE OF _____)
) SS: _____
 COUNTY OF _____)
 Signature of Applicant
 Printed Name

BEFORE ME, the undersigned, a Notary Public in and for said County and State, personally appeared _____, who acknowledged the execution of the above and foregoing instrument to its voluntary act and deed on the ___ day of _____, 20____.

 Commission Expiration Date Notary

 County of Residence Printed Name

Office Use Only	
Reviewed By: _____	Date: _____
Approved By: _____	Date: _____

Department of Development Services

STATEMENT OF FINANCIAL RESPONSIBILITY WITHIN THE PUBLIC RIGHT-OF-WAY

CLEAN WATER MANAGEMENT PERMIT

That I/we _____ after first being duly sworn, depose and say:

That I am/we are the owner(s) (the "Owner") of the Real Estate (the "Property") located at:

_____, Brownsburg, IN 46112.

Parcel Number(s): _____

That I/we understand the following:

1. As the Owner, I/we shall be responsible for repairs or reconstruction for damage, expenses and liabilities to the public right-of-way and/or public infrastructure (e.g. sidewalks, curb and gutter, roads, storm, water and sanitary infrastructure) which arises out of or is resulting directly or indirectly from Owner's (and/or any of Owner's employees, agents, contractors, invitees, licensees, officers, owners, directors, assigns or affiliates) activities associated with this permit, including but not limited to driving or allowing heavy vehicles on the sidewalk. Owner shall be responsible for the repair and/or reconstruction of such damage, expense and liability to the satisfaction of the Town of Brownsburg (the "Town") and paying the costs thereof.
2. In the event that the Owner causes damage to the public right-of-way and/or public infrastructure and fails to comply with the requirements set forth herein, the Town may, at its discretion, take action to correct the condition and recover the costs of doing so using the following procedures:
 - A. Written notice shall be given by the Town to the Owner describing the property involved and the condition to be remedied, requiring the Owner within a reasonable time but not less than fourteen days to take such action as may be necessary or as may be specified to correct the condition, and advising that failure to do so will result in further actions and legal procedures by the Town to require immediate correction of the condition.
 - B. If the condition described in the notice is not corrected within the time limit set by the notice, the Town may take appropriate actions, including but not limited to, whatever actions at law or in equity are necessary or appropriate to correct the condition.
 - C. If the Town takes any corrective action described above, all costs of such action shall be charged to the Owner. Costs shall include but not be limited to labor and material for performance of the work and any repair, administrative and supervisory time, attorneys' fees and costs, and disposal fees. Owner will cooperate with the payment of all fees within 7 days upon receipt of billing from the Town. If costs are not paid by Owner in full within 7 days of receipt of billing from the Town, then the Town will add a penalty of one percent per month to the outstanding balance until the outstanding balance is fully paid by the Owner.

STATE OF _____)

)

SS:

COUNTY OF _____)

Signature of Owner

Print Name

BEFORE ME, the undersigned, a Notary Public in and for said County and State, personally appeared _____, who acknowledged the execution of the above and foregoing instrument to its voluntary act and deed on the ____ day of _____, 20____.

Commission Expiration Date

Notary

County of Residence

Printed Name

Department of Development Services

REVIEW AND INSPECTION FEES

STATEMENT OF FINANCIAL

RESPONSIBILITY

CLEAN WATER MANAGEMENT PERMIT

The undersigned of the proposed project to be known as

Project Name and Location or Address:

do hereby agree to take full responsibility of financial payment of review fees and inspection fees incurred on the above project.

I am aware that the review fees apply for projects that disturb one acre or more of land and will begin upon the submittal of a Storm Water Permit Application and continues until the project is approved and/or withdrawn. Review fees are charged according to the current hourly rate of the engineer performing the review. I understand that if the project is withdrawn the review fees are still due and payable from the application date to the date on the letter of withdrawal. Review fees are due within 30 days of notification of the fee.

I am aware that initial inspection fees will be due with the submittal of the Storm Water Permit Application, or Clean Water Permit Application. Initial inspection fees are based on the estimated number of months of land disturbing activities at a rate of \$50.00 per month. The Town of Brownsburg will continue monthly Storm Water Permit inspections until a Notice of Termination form is submitted to the Town for Rule 5 projects. The Town will also continue monthly Clean Water Permit inspections until written notice is provided to the Town. A final inspection will be completed by the Town to verify that all land disturbing activities are complete, and all bare areas have been adequately stabilized. If more frequent inspections are required or if the land disturbing activities continue beyond the estimated number of months, subsequent inspections will be billed at the rate of \$50.00 per inspection. Inspection fees must be paid within 10 days from the date of notification. If not paid within the allowable timeframe, a stop work order may be issued. Following a stop work order, a permit reinstatement fee of \$500.00 plus a \$50.00 inspection fee will be assessed.

All review and inspection fees are to be made payable to Town of Brownsburg.

The undersigned, having duly sworn upon oath, that the above information has been read and fully understood to be true and correct and is (undersigned) voluntary act and deed. The undersigned assumes responsibility for the aforementioned fees.

Signature of Affiant

Mailing Address

Print Name

City, State, Zip Code

STATE OF _____)

) SS:

COUNTY OF _____)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, personally appeared _____, who acknowledged the execution of the above and foregoing instrument to its voluntary act and deed on the ____ day of _____, 20____.

Commission Expiration Date

Notary

County of Residence

Printed Name