

Application for Land Disturbing Permit

City of Hoschton, Georgia

Date of Application: _____

Applicant:

(Full Name) (Business Phone)

(Address)

Landowner:

(Full Name) (Business Phone)

(Address)

Plan Prepared by: _____

Project: _____
(Name and Description)

Location: _____
(Physical Address)

Total Project Area: _____
(Square Feet / Acres)

I, _____, hereby certify that I fully understand the provisions of the City of Hoschton Erosion and Sediment Control Ordinance and that I accept responsibility for carrying out the Erosion and Sediment Control Plan for the above referenced project as approved by the City of Hoschton.

I further grant the right of entry onto this property, as described above, to the designated personnel of the City of Hoschton for the purpose of inspecting and monitoring for compliance with the aforesaid Ordinance.

(Signature)

Approved by: _____ Date: _____

City Official

General Permit Conditions (Chapter 391-3-7-05)

(a) Unless otherwise exempted, persons engaged in land-disturbing activities shall apply erosion and sediment control measures which conform to the specifications contained in the publication entitled "Manual for Erosion and Sediment Control in Georgia";

(b) Practical combinations of the following requirements shall be utilized, as a minimum, in any land-disturbing activity:

- (1) Stripping of vegetation, regrading and other development activities shall be conducted in such a manner so as to minimize erosion.
- (2) Cut-fill operations SHALL BE KEPT TO A MINIMUM.
- (3) Erosion and sediment control plans shall conform to topography and soil type so as to create the lowest practical erosion potential.
- (4) Whenever feasible, natural vegetation shall be retained, protected and supplemented.
- (5) The disturbed area and the duration of exposure to erosive elements shall be kept to a practicable minimum.
- (6) Disturbed soil shall be stabilized as quickly as practicable.
- (7) Temporary vegetation or mulching shall be employed to protect exposed critical areas during development.
- (8) Permanent vegetation and erosion and sediment control structures shall be installed as soon as practicable.
- (9) To the extent necessary, sediment in runoff shall be trapped by the use of debris basins, sediment basins, silt traps, or similar structures until the disturbed area is stabilized.
- (10) Adequate provisions shall be provided to minimize damages from surface water to the cut face of excavations or the sloping surfaces of fills.
- (11) Cuts and fills shall not endanger adjoining property.
- (12) Fills shall not encroach upon natural watercourses or constructed channels in a manner so as to adversely affect other property owners.
- (13) Grading equipment shall cross flowing streams by the means of bridges or culverts except when such methods are not feasible and provided, in any case, that such crossings are kept to a minimum.
- (14) All erosion and sediment control measures, whether temporary or permanent, SHALL BE MAINTAINED BY THE PERMITTEE.
- (15) Hazardous sediment basins and floodwater retention structures shall be fenced and posted to avoid danger to life or property.
- (16) Land will be covered within 14 days of disturbance. (10/01/00)

City of Hoschton
Stormwater Facility Inspection and Maintenance Agreement

THIS AGREEMENT, made and entered into this ____ day of, _____ 20__, by and between (Insert Full Name of Owner) _____ hereinafter called the "Landowner", and the City of Hoschton, hereinafter called the "City". WITNESSETH, that WHEREAS, the Landowner is the owner of certain real property described as (Tax Map/ Parcel Identification Number) _____ as recorded by deed in the land records of Jackson County, Georgia, Deed Book _____ Page _____, hereinafter called the "Property".

WHEREAS, the Landowner is proceeding to build on and develop the property; and WHEREAS, the Site Plan/Subdivision Plan known as _____, (name of Plan/Development) hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the City, provides for detention of stormwater within the confines of the property; and

WHEREAS, the City and the Landowner, its successors and assigns, including any homeowners association, agree that the health, safety, and welfare of the residents of Hoschton, Georgia, require that on-site stormwater management facilities be constructed and maintained on the Property; and

WHEREAS, the City requires that on-site stormwater management facilities as shown on the Plan be constructed and adequately maintained by the Landowner, its successors and assign, including any homeowners association.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The on-site stormwater management facilities shall be constructed by the Landowner, its successors and assigns, in accordance with the plans and specifications identified in the Plan.
2. The Landowner, its successors and assigns, including any homeowners association, shall adequately maintain the stormwater management facilities. This includes all pipes, channels or other conveyances built to convey stormwater to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as good working condition so that these facilities are performing their design functions. The City of Hoschton may develop Structural Control Maintenance Checklists which, if developed and where applicable, are to be used to establish what good working condition is acceptable to the City.

3. The Landowner, its successors and assigns, shall inspect the stormwater management facility and submit an inspection report annually. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structure, pond areas, access roads, etc. Deficiencies shall be noted in the inspection report. The inspection report shall be prepared, sealed, and signed by an engineer registered in the state of Georgia.
4. The Landowner, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the stormwater management facilities whenever the City deems necessary. The purpose of the inspection is to follow-up on reported deficiencies and/or to respond to citizen complaints. The City shall provide the Landowner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary.
5. In the event the Landowner, its successors and assigns, fails to maintain the stormwater management facilities in good working condition acceptable to the City, the City may enter upon the Property and take whatever steps necessary to correct deficiencies identified in the inspection report and to charge the costs of such repairs to the Landowner, its successors and assigns. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Landowner outside of the easement for the stormwater management facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the City.
6. The Landowner, its successors and assigns, will perform the work necessary to keep these facilities in good working order as appropriate. In the event a maintenance schedule for the stormwater management facilities (including sediment removal) is outlined on the approved plans, the schedule will be followed.
7. In the event the City pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials and the like, the Landowner, its successors and assigns, shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City hereunder. If reimbursement is not made to the City by the Landowner, its successors and assigns, within the above stated time period, there shall be a lien on all property of the owner which utilizes or will utilize the stormwater management facilities, which lien, when filed in the Jackson County Real Estate Records, shall have the same status and priority as liens for ad valorem taxes and may be placed on the tax bill and collected as ordinary taxes.

8. This Agreement imposes no liability of any kind whatsoever on the City and the Landowner agrees to hold the City harmless from any liability in the event the stormwater management facilities fail to operate properly.

9. This Agreement shall be recorded among the land records of Jackson County, Georgia, and shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successors in interests, including any homeowners association.

WITNESS the following signatures and seals:

Individual/Company/Corporation/Partnership Name (Seal)

By: _____

(Type Name and Title)

The foregoing Agreement was acknowledged before me this ____ day of _____,
20____, by _____.

NOTARY PUBLIC

My commission expires on: _____
COUNTY OF _____, GEORGIA

Approved as to Form:

(City Attorney Date)