



EROSION AND SEDIMENT CONTROL AGREEMENT

THIS AGREEMENT, made this ____ day of _____ (month, year) by and between _____ hereinafter called "Developer", party of the first part, and the Board of Supervisors of Roanoke County, Virginia, hereinafter called "County", party of the second part.

: W I T N E S S E T H :

WHEREAS, Developer desires approval by the County, through its designee, for a project known as: _____, prepared by _____ dated _____ (month, day, year), and all revisions thereof, (The Plan) which include provisions of EROSION AND SEDIMENT control measures as required by the Policies and Ordinances of the County, located in Chapter 8.1 of the Roanoke County Code, and any applicable State and Federal laws; and

WHEREAS, County desires to ensure the installation, maintenance and adequate performance of such control measures;

NOW, THEREFORE, for and in consideration of the foregoing premises and the following terms and conditions, and in further consideration of the approval of The Plan by the County and the issuance of permits for the work proposed to be done thereunder, the parties hereto agree as follows:

1. Developer has deposited with the County and the County, by the execution hereof, acknowledges that it holds the sum of \$_____ under and subject to the terms of this agreement. In the alternative, the Developer shall submit a performance bond, letter of credit, or any combination thereof, or such other legal arrangement acceptable to the County in the amount set forth above.
2. In the event measures for the control of siltation and/or erosion as provided for in The Plan are not constructed at or prior to the occurrence of any rainstorm or other phenomena actually causing any siltation or erosion, County shall have the right to enter upon Developer's property and construct such measures or do such other work as may be necessary to prevent further erosion or siltation,

provided that the County shall first give five (5) days' notice in writing to Developer or his superintendent of its intent to do so.

3. In the event measures for the control of siltation and/or erosion have been constructed, but fail to perform the function for which they were intended through overload and/or inadequate maintenance, County, may in like manner to Paragraph 2, enter to perform such reconstruction or maintenance as may be necessary to restore performance in accord with The Plan, upon giving notice in writing to Developer or his superintendent of its intent to do so.
4. In the event there occurs siltation and/or erosion from the property covered by The Plan referred to herein in sufficient quantity adversely to affect downstream drainage or travel on any street, road, highway or other public way, then County may take such steps as may be necessary to restore functions to the affected drainage or travel way.
5. In the event County performs work of any nature, including labor and use of equipment and materials under Paragraphs 2, 3, and 4 above, either by force account or contract, it shall use the sum deposited or it shall seek disbursement of such sum from the performance bond, letter of credit, or such other legal arrangement to pay for such work up to the amount of the deposit. The Developer shall be sent notice when such sums are used.
6. In the event County utilizes sums deposited with it or a disbursement is made to it pursuant to a performance bond or letter of credit or such other legal arrangement pursuant to the provisions of the Agreement, the Developer agrees to deposit within ten (10) days of such disbursement, an amount sufficient to restore the amount to its original balance.
7. It is expressly agreed by all parties hereto that it is the purpose and intent of this agreement to ensure the installation, maintenance and performance measures provided for in The Plan for the control of siltation and erosion and for the restoration of function of facilities for drainage or vehicular travel if such facilities are adversely affected in their function by siltation or erosion from the property the subject of such plans. This agreement shall not be deemed to create or affect any liability of any party hereto for any damage alleged to result from or be caused by erosion or siltation.
8. It is expressly agreed by the parties hereto that in the event the sum is not distributed in accordance with 5. above or paid to County as part of the cost of

completion of improvements required by ordinance and/or bond installed, or paid to the County as satisfaction for indebtedness caused by failure of Developer to pay required fees, it shall be released in writing by the County through its agent, the Director of Community Development.

9. The Developer further agrees that each and every one of the erosion and sediment control measures required by The Plan will be properly and satisfactorily provided, installed and completed by _____ day of _____, _____ (day, month, next year) which is one year from the date of this Agreement.

WITNESS the following signatures and seals:

Developer Organization Name

By: _____

Authorized Developer Signature

Type Authorized Developer Signatory Name and Title

Developer Address:

Telephone No.

IRS ID#

Accepted:

BOARD OF SUPERVISORS OF
ROANOKE COUNTY, VIRGINIA

APPROVED AS TO FORM:

Tarek Moneir,
Director of Development Services

County Attorney's Office