

Erosion and Sediment Control Agreement

THIS AGREEMENT, made this _____ day of _____, _____, by and _____, hereinafter called "Developer", party of the first part, and the County of Henrico, Virginia, hereinafter called "County", party of the second part.

W I T N E S S E T H

WHEREAS, Developer desires approval of plans for _____, which include provisions for erosion and sediment control measures as required by Chapter 10 of the Code of the County of Henrico, Virginia, and

WHEREAS, County desires to insure the installation, maintenance, and adequate performance of such control measures.

NOW, THEREFORE, in consideration of the foregoing premises and the following terms and conditions, as well as approval of the aforesaid plans by the County and the issuance of permits for the work, the parties hereto agree as follows:

1. Developer has provided the County financial security for the performance of its obligations in the amount of _____ by cash, irrevocable letter of credit or an assignment for erosion control measures ("assignment"), the terms and conditions of which are acceptable in substance and in form to the County Attorney. The cash deposit, letter of credit or assignment is designed to insure full and complete reimbursement to the County in the event that it performs work or causes work to be performed pursuant to paragraphs 2, 3, and 4 of this agreement.

2. In the event developer has not conducted measures for the control of sedimentation and erosion as provided by the plans, or on any approved revision, prior to the occurrence of any rainstorm or other event actually causing any sedimentation 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 sedimentation, provided that County shall first give notice in writing to Developer.

3. In the event Developer has constructed measures for the control of sedimentation and erosion but through overload or inadequate maintenance, they fail to perform the function for which they were intended, County may enter upon Developer's property to perform such reconstruction or maintenance as may be necessary to restore performance in accord with the plans, or approved revisions thereof, upon giving notice in writing to Developer.

4. In the event sedimentation or erosion from the property covered by the plans occurs in sufficient quantity to adversely affect downstream drainage, or travel on any street, road, highway, or other public way, then County may take all necessary steps to restore functions to the affected drainage area or travel way without prior written notice.

5. In the event County performs or causes to be performed work under the provisions of paragraphs 2, 3, and 4 above, either by County forces or private contractor, the County may draw upon Developer's cash deposit, letter of credit or assignment in the amount necessary for complete reimbursement of County for such work. The County will deliver or mail to Developer a copy of an invoice for work performed.

6. In the event County draws upon the Developer's financial security, Developer agrees within ten (10) calendar days of such disbursement either:

- a. to deposit an amount sufficient to restore the cash amount to its original balance; or
- b. to furnish an additional letter of credit or assignment in the amount necessary to restore the amount of the initial letter of credit or assignment.

7. In addition to paragraph 6 above, where the cost to the County for work performed pursuant to the provisions of paragraphs 2, 3, and 4 above exceeds the amount of the cash deposit,

letter of credit or assignment held by the County, Developer shall pay in full to the County the cost incurred by the County in excess of the cash deposit, letter of credit or assignment within ten (10) calendar days of the time the County incurred such cost.

8. The parties agree that the purpose of this agreement is to insure the installation, maintenance, and performance of measures for the control of erosion and sedimentation and to provide for the restoration of facilities for drainage or vehicular travel if such facilities are adversely affected by sedimentation or erosion from the Developer's property.

9. The parties agree that the cash deposit, letter of credit or assignment shall be held by the County until utilized in accordance with paragraph 5 or released in writing by the County's Director of Public Works.

WHEREFORE, the parties have executed this agreement by their signatures below.

Developer

Attest _____

By _____ (Seal)

Its _____

County of Henrico, Virginia

By
Director of Public Works/County Engineer