



TOWN OF WEST POINT
 COMMUNITY DEVELOPMENT DEPARTMENT
 P.O. Box 152
 329 6th Street
 West Point, VA 23181
 (804) 843-3563 – phone (804) 843-4364 – fax
www.west-point.va.us



**AGREEMENT IN LIEU OF EROSION AND SEDIMENT CONTROL PLAN
 FOR A SINGLE-FAMILY RESIDENCE**

Applicant Information:

Permit # _____

Name: _____
 (Please note: Applicant must be landowner or authorized contractor, engineer, or architect only)

Address: _____ City: _____

State: _____ Zip: _____

Telephone: _____ Email Address: _____

Property Information:

Name: _____

Address: _____ City: _____

State: _____ Zip: _____

Telephone: _____ Email Address: _____

Tax Map # _____

Detailed Directions to Property:

Project Information:

Description of proposed work: _____

Total amount of area being disturbed (in square feet or acres): _____

RLD: _____

RLD Phone: _____ CERT# _____ Exp. Date _____

Indicate flagging type and color used: _____

- If Disturbed Area \geq 1 acre in a non-CBPA area, a Virginia Stormwater Management Permit (VSMP) is required from DCR.
- If Disturbed Area \geq 2500 s.f. in a CBPA area, a Virginia Stormwater Management Permit (VSMP) is required from DCR. Permittee must provide evidence to the Town that an application has been submitted to DCR for the VSMP.

In lieu of submission of an Erosion and Sediment Control Plan for the construction of this single-family residence, I agree to comply with the limitations and conditions of this agreement to prevent soil erosion and off-site sedimentation. In addition, should the selected measures employed on-site prove to be ineffective in controlling soil erosion and preventing off-site sedimentation, I agree to comply with any corrective requirements deemed necessary by The Town of West Point inspection staff. Such requirements shall be based on the conservation standards contained in the Virginia Erosion and Sediment Control Handbook, latest edition, and shall represent the minimum practices necessary to provide adequate control of erosion and sedimentation resulting from this project.

REQUIREMENTS

1. The site, work, materials, and plans shall be available at all times for inspections by duly authorized officials of The Town of West Point.
2. Clearing or grading is permitted only in areas so designated and approved by The Town of West Point Plan Approval Authority. No storage of materials or land disturbance is permitted outside of the limits of clearing. Any off-site borrow or fill areas shall have an approved ESC plan or be covered under an existing ESC plan or Land Disturbing Permit. The person responsible for carrying out the agreement shall provide evidence of such a permit. Areas not to be disturbed shall be protected by fencing, and shall be maintained throughout construction. Acceptable fencing methods are presented in the Virginia Erosion and Sediment Control Handbook (VESCH), Specification 3.38, and include snow fence, board fence, plastic fence, earth berms, and silt fence.
3. The owner/developer shall, in all cases, install sediment control measures at the time of initial land disturbance to prevent off-site sedimentation. Such sediment control measures shall include silt fences, gravel filter berms, mulch berms, sediment traps, perimeter berms or other structures that trap sediment on the property. These measures shall be placed at the limit of clearing in the locations shown on the approved site plan. The location of the structures may be adjusted to ensure that all runoff from the disturbed area is directed to the control structures.
4. All erosion and sediment control structures shall be maintained in an effective, operating condition.
5. All soil stockpiles shall be protected by a sediment control measure or shall be seeded and covered with a mulch material as presented in the VESCH, Specification 3.35.
6. A construction entrance made of VDOT No. 1 or No. 3 size stone placed on a filter fabric underliner shall be installed as a first step, prior to lot clearing. All vehicle ingress and egress shall be directed over the installed construction entrance to prevent the tracking of mud onto public road. As an alternate to the stone entrance, a 6" thick mulch entrance may be used that meets the dimensional requirements in the VESCH, Specification 3.02. Note that any mud that is inadvertently tracked onto public streets must be cleaned at the end of each day.
7. All cut and /or fill slopes greater than three (3) feet in vertical height shall be graded to a 3:1 or flatter slope.
8. This agreement does not authorize the use of any decomposable materials as fill.
9. Development shall not impair existing surface drainage or constitute a potential sediment hazard. Stormwater runoff shall not be conveyed or discharged onto adjacent properties in a manner that may cause flooding, concentrated runoff, or property damage.
10. All disturbed areas at a final grade on the lot shall be stabilized within seven days of final grading with permanent vegetation or a protective ground cover suitable for the given time of year.
11. Topsoil, meeting the requirements in the VESCH, Specification 3.30, shall be placed on the lot following fine grading and prior to seeding. Topsoil must be friable, loamy, and free of debris, trash, rocks, roots, etc.
12. Temporary soil stabilization shall be applied within 7 days to denuded areas that may not be at final grade, but which will remain dormant for between 30 days and one year.
13. Permanent vegetative cover shall be established on denuded areas not otherwise permanently stabilized. Permanent vegetation shall not be considered established until a ground cover is achieved that is 1) uniform, b) mature enough to survive, and c) will inhibit erosion.
14. All downstream drainage inlets near the site shall be protected from sediment-laden runoff.
15. The Permittee shall ensure adequate vegetation is established prior to ending their commitment on site. An inspection by the Town's Erosion Control Inspector shall be required for final signoff of Permittee's responsibilities.
16. Within 30 days of achieving the adequate establishment of permanent stabilization, the Permittee shall remove all temporary E&S controls.

I further understand that, following notice of violation of The Town of West Point staff for any of the above requirements, I have three days to make the corrective repairs. My failure to comply may result in a STOP WORK ORDER or other Enforcement actions allowed by law for all construction activities. I also understand that noncompliance may result in revocation of this "Agreement-in-Lieu-of-a-Plan" and revocation of the associated Building Permit.

Signature of Land Owner: _____

Responsible Land Disturber: _____ **Certificate No:** _____
(Certified by Department of Conservation and Recreation)

Signature of Responsible Land Disturber: _____ **Date:** _____

Approved By: _____ **Date:** _____