

**CITY OF RICHMOND, VIRGINIA
CITY/DEVELOPER EROSION & SEDIMENT CONTROL AGREEMENT**

This Agreement, made on _____ by and between _____ hereafter called "**AGENT or OWNER**" and the City of Richmond, Virginia, hereafter called "**CITY.**"

WHEREAS, the OWNER desires approval of plans for the proposed Erosion and Sediment control measures at _____, Richmond, VA; and
(Add Site Address and Project Name/Phase Here)

WHEREAS, the Director of Public Utilities has been authorized to act on behalf of the City under Article III, Chapter 14, Richmond City Code (2020) as amended:

WITNESSETH:

1. That the OWNER has deposited with the City a performance bond with corporate surety in a form approved by the City Attorney, a cash escrow or securities acceptable to the Director of Finance in the amount of \$ _____ (**Surety Amount**) as determined by the City to install and maintain the erosion and sediment controls set forth in the Virginia Erosion and Sediment Control handbook.
2. That no OWNER shall construe the posting of the cash escrow, performance bond or securities as alleviating the OWNER's responsibility for planning, placement and maintenance of adequate erosion and sediment controls.
3. That in the event measures for the control of erosion and sediment as provided for on the plans referred to herein, or on any approved revision thereof, are not constructed at or prior to the occurrence of any rainstorm or other phenomena actually causing any erosion and sediment, the City shall have the right to enter the OWNER's property and construct such measures or do such other work as may be necessary to prevent further erosion or sediment, provided that the City shall first give notice in writing to the OWNER of its intent to do so.
4. That in the event the City performs or programs work of any nature, including labor, use of equipment, and materials, under the provisions of paragraph three (3) above, either by force account or contract, the City shall be reimbursed by the OWNER for all necessary corrective action taken under the provisions of Article III, Chapter 14, Richmond City Code (2020) as amended.
5. That within sixty (60) days of the achievement of adequate stabilization of the land disturbing activity, as determined by the City, and after written notice from the poster of the bond and the completion of the land disturbing activity, the performance bond, cash escrow, securities or unexpended portion thereof, shall be refunded to the applicant or terminated as the case may be.
6. That during the performance of this agreement, the OWNER for itself, its assignees and successors in interest, affirms that it agrees to comply with Article III, Chapter 14, Richmond City Code (2020) as amended.

OWNER/Agent

CITY OF RICHMOND

(signature)

Date

Director of Public Utilities

Date

(printed)

DPU Contract # _____