

City of Manassas Park, Virginia

SILTATION AND EROSION CONTROL AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 200____ by and between _____, a _____ corporation, hereafter called "Developer," party of the first part, and the Governing Body of the City of Manassas Park, Virginia hereinafter called "City," party of the second part, and _____ hereinafter called "Agent," party of the third part.

WITNESSETH:

WHEREAS, Developer desires approval of plans for (Plan name/Address) _____, which plans include provision of siltation and erosion control measures as required by the Policies and Ordinances of the City; and WHEREAS, City 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 aforesaid plans by the County and issuance of permits for the work proposed to be done thereunder and parties hereto agree as follows:

1. Developer has deposited with Agent the sum of _____ dollars or secured a Letter of Credit from Agent (No.: _____) in the amount of _____ dollars, and Agent by the execution hereof acknowledges that he holds or has secured such subject to the terms of this agreement.
2. If the parcels covered by the above-referenced plans, or any parcels adjacent to or downstream therefrom, have been cleared, used or maintained in violation of the City or State Erosion Control Regulations, the City shall have the right to enter upon the developer's property or any property adjacent or downstream therefrom and construct such measures or do such other work as may be necessary to prevent further erosion or siltation and to remedy any outstanding violations of City or State Erosion and Sediment Control Regulations provided that the City shall first give notice in writing to the developer or his superintendent of its intent so to do.
3. In the event measures for the control of siltation and/or erosion have been constructed, but fail, through overload and/or inadequate maintenance, to perform the function for which they were intended, City may enter 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 or his superintendent of its intent so to do.
4. In the event there occurs siltation and/or erosion from the property covered by the plans referred to herein in sufficient quantity adversely to affect downstream drainage, or travel or any street, road, highway or other public way, then City may take such steps as may be necessary to restore functions to the affected drainage or travel way.
5. In the event City performs work of any nature, including labor, use of equipment, and materials, under the provisions of 2., 3. And 4. above, either by force account or contract, Agent shall disburse to City on its order within five days of receipt of written demand thereof, such sum or sums as may be supported by invoice attached to such demand, provided, however, that Agent's liability so to disburse shall be limited to the undistributed balance in its hands of escrow amount. A copy of such demand and invoice shall be delivered or mailed by City to Developer.
6. In the event Agent makes disbursement pursuant hereto, Developer agrees to deposit within ten (10) days of such disbursement, an amount sufficient to restore escrow amount to its original balance. Failure to make such deposit shall result in the suspension of all building permits on this project.
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 of measures provided for on approved plans or revisions thereof or as required by City or State Erosion and Sediment Control Regulations, 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.

