



**City of Newport News**  
**Agreement in Lieu of a Combined Erosion and Sediment Control Plan & Stormwater Management Plan for a Single Family Detached Residential Structure**

**Site address:** \_\_\_\_\_

Part of Common Plan of Development<sup>1</sup>:  Yes  No

Subdivision Name: \_\_\_\_\_ Tax Map: \_\_\_\_\_ Parcel: \_\_\_\_\_ Lot: \_\_\_\_\_

Total Site Area (sq. ft.): \_\_\_\_\_ Total Disturbed Area (sq. ft.): \_\_\_\_\_

Pre Impervious Area (sq. ft.): \_\_\_\_\_ Post Impervious Area (sq. ft.): \_\_\_\_\_

**Land Owner:** \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**Contractor:** \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Contact: \_\_\_\_\_ Responsible Land Disturber: \_\_\_\_\_

**APPLICABILITY:**

		INDIVIDUAL LOT LAND DISTURBANCE			
		LDA < 2,500 SF	LDA < 10,000 SF	LDA < 1 ACRE	LDA > 1 ACRE <sup>2</sup>
PART OF A COMMON PLAN OF DEVELOPMENT <sup>1</sup> WITH A STORMWATER MANAGEMENT PLAN <sup>5</sup>	within CBPA <sup>3</sup>	<input type="checkbox"/> Agreement in Lieu	<input type="checkbox"/> Agreement in Lieu	<input type="checkbox"/> Agreement in Lieu	<input type="checkbox"/> Agreement in Lieu
	outside CBPA <sup>3</sup>	<input type="checkbox"/> Agreement in Lieu	<input type="checkbox"/> Agreement in Lieu	<input type="checkbox"/> Agreement in Lieu	<input type="checkbox"/> Agreement in Lieu
NOT PART OF A COMMON PLAN OF DEVELOPMENT <sup>1</sup> or PART OF A COMMON PLAN OF DEVELOPMENT WITH TOTAL LDA < 1 ACRE <sup>4</sup>	within CBPA <sup>3</sup>	<input type="checkbox"/> Excluded	<input type="checkbox"/> Agreement in Lieu	<input type="checkbox"/> Agreement in Lieu, plus detailed Erosion & Sediment Control Plan required	Separate Site Plan
	outside CBPA <sup>3</sup>	<input type="checkbox"/> Excluded	<input type="checkbox"/> Agreement in Lieu, Stormwater Excluded		

1 - A Common Plan of Development is a single area where separate parcels are developed at different times but are all part of the same proposed plan. Development of a subdivision is a Common Plan of Development.

2 - Any individual site, outside of a Common Plan of Development, where over 1 acre of land disturbance will occur is not eligible for the Agreement in Lieu Plan.

3 - CBPA-Chesapeake Bay Preservation Area; Resource Protection Area (RPA) or Resource Management Area (RMA)

4 - For Detached Single Family Homes within a Common Plan of Development or Sale with Total LDA < 1 acre, each lot is treated as a separate Detached Single Family Home

5 - Individual lots that are part of a Common Plan of Development with LDA > 10,000 SF may require a detailed E&SC plan if the overall development does not have a plan that addresses erosion and sediment control for the lot at the time of construction.



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**EROSION & SEDIMENT CONTROL:**

*I agree to comply with this agreement to prevent off-site sedimentation. In addition, I agree to comply with any requirements determined necessary if the City of Newport News Department of Engineering finds measures on-site to be ineffective. References.<sup>1</sup>*

**Initial each:**

\_\_\_\_\_ **For total land disturbance > 10,000 square feet, an Erosion & Sediment Control Plan is required. (37.1-83)**

\_\_\_\_\_ A construction entrance as presented in VESCH<sup>1</sup> specification 3.02 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 roads.

\_\_\_\_\_ A sediment control structure is required prior to initial land disturbance to prevent off-site sedimentation. Possible options: silt fences, gravel filter berms, sediment traps, inlet protection, perimeter berms, or other structures as presented in the VESCH. These structures shall be placed at the limits of disturbance. The location of the structures may be adjusted to ensure that all runoff from disturbed areas is directed to the structure. No storage of materials or land disturbance is permitted outside of the limits of disturbance.

\_\_\_\_\_ All sediment control structures must be maintained in an effective operating condition for the duration of the project.

\_\_\_\_\_ All soil stockpiles shall be protected by a sediment control measure or be seeded and covered with a mulch material.

\_\_\_\_\_ All denuded areas on the site shall be stabilized within seven (7) days of final grading with permanent vegetation or a protective ground cover suitable for the time of year. Temporary soil stabilization shall be applied within seven (7) days to denuded areas that may not be at final grade but which will remain dormant (undisturbed) for longer than fourteen (14) days.

\_\_\_\_\_ Cut and fill areas shall be designed and constructed in a manner that will minimize erosion. All cut and/or fill slopes greater than three (3) feet in vertical height shall be graded to a 3H:1V or flatter slope. Slopes that are found to be eroding excessively within one year of permanent stabilization shall be provided with additional slope stabilizing measures until the problem is corrected.

1 - References: Virginia Erosion and Sediment Control Handbook (VESCH) and Section 37.1, Article VII of the City Code of the City of Newport News, Virginia



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**STORMWATER MANAGEMENT:**

*I agree to comply with this agreement to provide adequate control of off-site stormwater runoff. In addition, I agree to comply with any requirements determined necessary if the City of Newport News Department of Engineering finds measures on-site to be ineffective now or in the future. References<sup>1</sup>*

**Initial each:**

\_\_\_\_\_ **This section excluded under Applicability Table on Page 1. If excluded, skip remainder of this section.**

\_\_\_\_\_ Post-construction runoff from the property, including peak flow rates and total stormwater volume, shall be minimized to the maximum extent practicable and shall be controlled to prevent flooding or erosion damage from occurring on adjacent or downstream properties.

\_\_\_\_\_ Runoff will be directed to an improved, publicly or privately maintained system so that it does not adversely impact adjoining properties.

\_\_\_\_\_ Natural contours and vegetation of the land shall be retained whenever possible.

\_\_\_\_\_ Natural buffers around surface waters, vegetated areas for sediment removal, and stormwater infiltration areas shall be retained or preserved where feasible.

\_\_\_\_\_ Runoff from impervious surfaces (rooftops, driveways, patios, sidewalks, etc...) should be directed as non-erosive sheet flow to well-vegetated areas on the property to the maximum extent practicable.

\_\_\_\_\_ When fill and/or retaining walls are needed, they may not block runoff presently crossing or entering the property.

\_\_\_\_\_ **Land disturbance within the Resource Protection Area requires coordination with the City of Newport News Environmental Services Division.**



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***COMMON PLAN OF DEVELOPMENT/ON-SITE STORMWATER MANAGEMENT FACILITIES:***

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(When applicable)

*If on-site stormwater management facilities were part of the Common Plan of Development, the applicant is obligated to install and maintain those facilities. An individual homeowner may also be required to install and maintain stormwater management facilities in situations where initial practices were deemed ineffective. Reference<sup>2</sup>*

**Initial below if true, if not true label NA:**

\_\_\_\_\_ **On-site facility was not initially required by a Common Plan of Development.**

**Initial each. Note that requirements may be added based on field conditions.**

\_\_\_\_\_ A Maintenance Agreement shall be required by the VSMP administrator at the time of building permit application when the facility is required by the Common Plan of Development or upon notice that a facility is required as a corrective action. This agreement is recorded in City land records and binds all present and subsequent owners of the property served by the practice or for which the practice is situated on.

\_\_\_\_\_ The absence of a Maintenance Agreement shall not relieve the owner, operator or permittee from performing proper inspection and maintenance of the stormwater management facility.

1 – References: Virginia Stormwater Management (VSMP) Program regulations, 9VAC25-870 and Section 37.1, Article IV and V of the City Code of the City of Newport News, Virginia.

2 – References: Virginia BMP Clearinghouse Website and the Virginia DEQ Stormwater Design Specification, including DEQ approved proprietary manufactured treatment devices (MTDs) listed for use on residential lots.

***GENERAL:***

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**Initial each:**

\_\_\_\_\_ The City, through any duly authorized agent, may inspect the site for compliance with the provisions of this AGREEMENT at any time.

\_\_\_\_\_ I fully understand that not complying with the terms of this AGREEMENT may result in the revocation of this AGREEMENT. If this AGREEMENT is revoked, I must submit a project-specific Stormwater Management Plan in accordance with 9VAC25-870-55 and/or Erosion and Sediment Control Plan in accordance with 9VAC25-840 of the VSMP Regulations.



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Signature of Landowner: \_\_\_\_\_ Date: \_\_\_\_\_

Responsible Land Disturber: \_\_\_\_\_ Certificate No.: \_\_\_\_\_

**Please sign in ink. This certification must be signed by the operator of the construction activity identified above.**

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_  
 (City staff)

STATE OF VIRGINIA  
 CITY OF NEWPORT NEWS, to wit:

I, \_\_\_\_\_, a Notary Public in and for the City and State aforesaid, do hereby certify that \_\_\_\_\_, LANDOWNER for the project located at \_\_\_\_\_, whose name is signed to the foregoing Agreement, bearing date the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, has acknowledged the same before me in my City and State aforesaid. He/She is personally known to me.

GIVEN under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
 Notary Public

My Commission Expires: \_\_\_\_\_

Registration Number: \_\_\_\_\_

<b>Office Use Only</b>	
Land Disturbing Permit #: _____	Plan #: _____
Watershed: _____	HUC: _____