



# B O T E T O U R T

C O U N T Y O F V I R G I N I A

DEVELOPMENT SERVICES  
5 WEST MAIN STREET, SUITE 100  
FINCASTLE, VA 24090

## AGREEMENT IN LIEU OF A STORMWATER MANAGEMENT PLAN SINGLE-FAMILY DETACHED RESIDENTIAL STRUCTURE

### Construction Activity Operator:

Name: \_\_\_\_\_

Contact: \_\_\_\_\_

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

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

Email address (if available): \_\_\_\_\_

### Location of Single-Family Detached Residential Structure:

Address (if no address description of location): \_\_\_\_\_

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

County: \_\_\_\_\_

In place of a Stormwater Management Plan for the construction of this single-family detached residential structure, I agree to comply with the requirements of this “Agreement in Lieu of a Stormwater Management Plan” (or other requirements as established by the Department when necessary) to ensure compliance with the applicable post-construction stormwater management provisions of the Virginia Stormwater Management Program (VSMP) Regulations.

### REQUIREMENTS

- As required by the Construction General Permit (VAR10), a copy of this signed and dated “Agreement in Lieu of a Stormwater Management Plan” shall be maintained in my Stormwater Pollution Prevention Plan (SWPPP) for the construction activity.

- Post-construction runoff from the property 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. In meeting this requirement, I agree to direct:
  - runoff from rooftops as non-erosive sheet flow to well-vegetated areas on the property to the maximum extent practicable,
  - runoff from on-lot impervious surfaces (e.g., driveways, parking areas, sidewalks) as non-erosive sheet flow to well-vegetated areas on the property to the maximum extent practicable, and
  - runoff from lawns as non-erosive sheet flow to undisturbed naturally-vegetated areas on the property to the maximum extent practicable.

I fully understand that not complying may result in the revocation of this “Agreement in Lieu of a Stormwater Management Plan” and that the submission of a project-specific Stormwater Management Plan in accordance with 9VAC25-870-55 of the VSMP Regulations may be required.

This “Agreement in Lieu of a Stormwater Management Plan” does not authorize land disturbance. Land-disturbing activities cannot begin until the applicable local Virginia Erosion and Sediment Control Program (VESCP) Authority provides authorization.

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

Approved by: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_