



Application for Land Disturbance

Goochland County
Environment & Land Development
Office

Land Disturbance Submittal Process

First Submittal

The following items are required when applying for a Land Disturbing Permit in the County:

1. A completed **Land Disturbing Application.** (enclosed)
2. A check for **Land Disturbing Permit fee(s)** (enclosed)
3. **Seven (7) sets of certified original stamped plans** for any commercial & residential (new buildings or subdivision roads) development.
4. **Please Note: Your plans must include four (4) coordinate points in the Virginia State Plane South coordinate system on every plan sheet.**

Final Approval

The following items are required *before* final approval of all plans:

5. A completed **Responsible Land Disturber application.** (enclosed)
6. A check, letter of credit or performance bond for all required improvements.
7. **Two** signed and complete **Erosion & Sediment Control Agreements.** (enclosed)
8. **Seven (7) sets of plans** to be signed by Community Development and/or VDOT. These plans must include four (4) coordinate points in the Virginia State Plane South coordinate system.

Please note the following:

- The review process will not begin without the proper applications and initial fees paid in full.
- Final approval will not be given until all bonds and fees have been paid.
- Plans must be drawn and stamped by a Certified engineer, Land Surveyor or Architect.
- Erosion bond will not be released until 80% vegetation has been established.
- Road bonds will not be released until paved (and taken into VDOT state secondary system.)
- If you plan to install or connect to a utility system (whether the system is privately owned or County owned) you may need a separate permit from the County Utility Office. Please contact the Utility Department at 556-5835 for more information.

If you have any questions, please contact the Environmental & Land Development Office at 556-5860.

Fees For Plan of Development & Land Disturbance Review

PLAN OF DEVELOPMENT REVIEW

| | |
|-------------------------------------|---|
| Residential..... | \$725.00 plus, \$25.00 per dwelling unit or lot |
| Commercial..... | \$725.00 plus, \$25.00 per acre* |
| Plan of Development one time | |
| 12 month renewal..... | \$150.00 |
| Plan of Development revision**..... | \$475.00 |
| Subdivision Road Plan Review..... | \$900.00 |

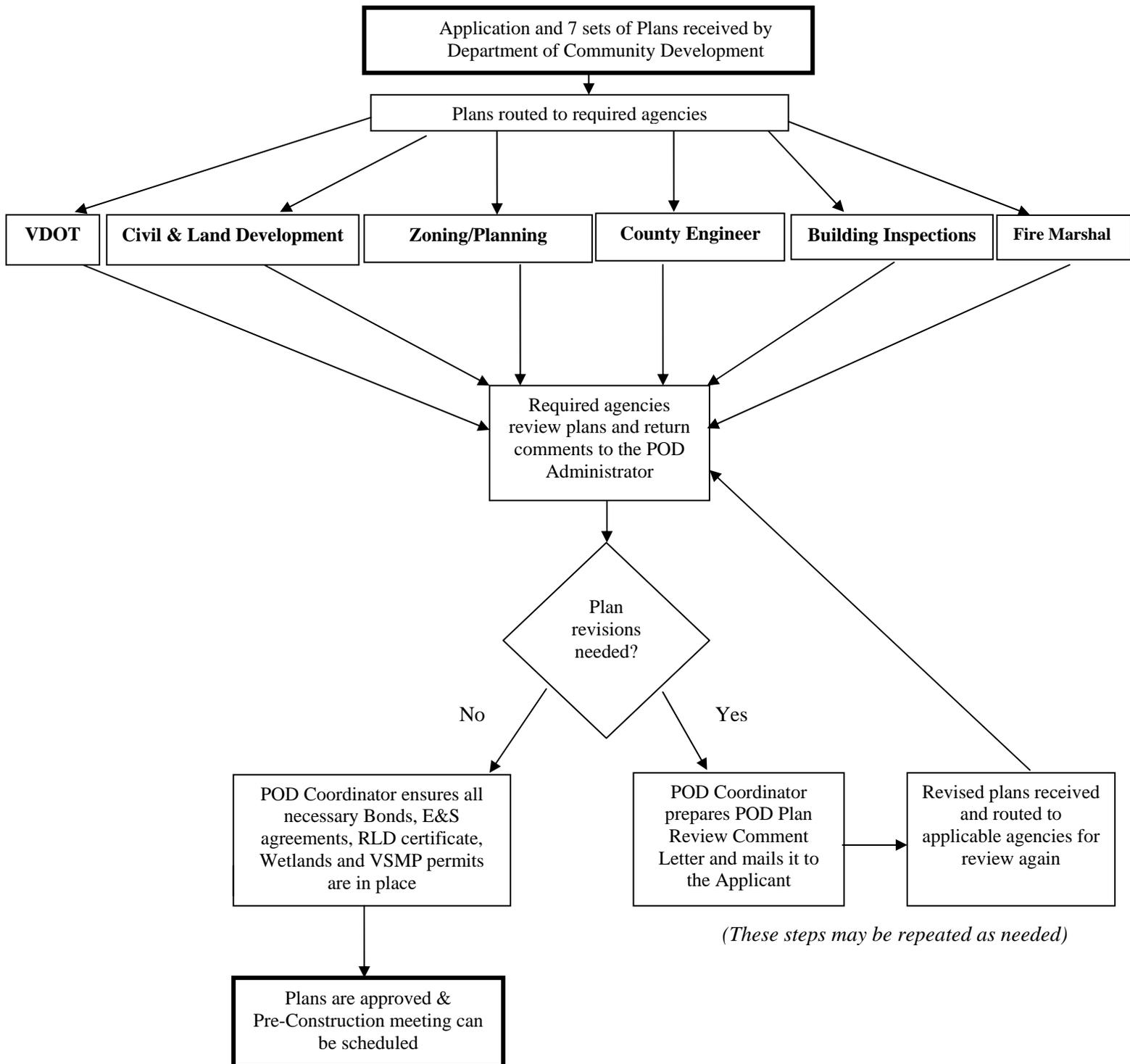
* Each acre, or portion thereof

**Within one year of original issuance or renewal

LAND DISTURBING PLAN REVIEW

| | |
|---|------------|
| Limited Residential – Agreement in lieu of obligations defined by professionally produced plans | \$100.00 |
| Residential | \$900.00 |
| Subdivision Road Plan Review..... | \$900.00 |
| Commercial | |
| Commercial (Less than 2 acres)..... | \$900.00 |
| Commercial (2-5 acres)..... | \$1,500.00 |
| Commercial (over 5 acres)*..... | \$2,250.00 |
| *plus an additional \$50.00 per acre for each additional acre | |

LDP Process Flowchart



Goochland County
Department of Community Development

APPLICATION FOR LAND DISTURBING PERMIT

| | | |
|---|-------------|------------------------------------|
| <u>Land Owner Name & Address</u> | | <u>Location of Land Disturbing</u> |
| <u>Phone</u> | <u>Cell</u> | <u>Brief Description</u> |
| <u>Owner Rep Name & Address (if applicable)</u> | | |
| <u>Phone</u> | <u>Cell</u> | <u>Total Disturbed Acreage</u> |
| <u>Subdivision Name (if applicable)</u> | | <u>GPIN Number</u> |

I, _____, agree to establish the conservation practices according to the specifications and schedule as submitted in my Erosion and Sediment Control Plan, pursuant to the Guidelines established in Virginia Erosion and Sedimentation Control Handbook Third Edition and the County Erosion Control Ordinance. In the event I change my schedule of land disturbing activities, I agree to establish any necessary temporary erosion control measures according to the specifications in the above referenced Handbook. (If needed, technical assistance may be available from one of the following sources: Monacan Conservation District, Local Soil Conservation Service Office, Engineers, Soils Scientists, Landscape Architects, County Engineer, Extension Service, Forestry Service, etc.).

Signature - Property Owner

/ Date

The RLD shall schedule a pre-construction meeting before beginning any land disturbing.

| |
|---|
| <p style="color: red; margin: 0;">FOR OFFICE USE ONLY</p> <p style="margin: 0;">P.O.D. No. _____</p> |
|---|

**EROSION AND SEDIMENT CONTROL
AGREEMENT**

THIS AGREEMENT, made this _____ day of _____, 20 _____, by and between _____ a/an (specify entity), hereinafter called "Land Owner," party of the first part, and the County of Goochland, Virginia, hereinafter called the "County," party of the second part.

WITNESSETH

WHEREAS, Land Owner desires approval of plans for renovations to _____ located at _____, which plans include provision for erosion and sediment control measures as required by the Erosion and Sediment Control Ordinance, Chapter 5 of the Code of the County of Goochland, Virginia, (collectively, the "Plans"); and

WHEREAS, County 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 the issuance of permits for the work proposed to be done in accordance therewith, the parties hereto agree to follows:

1. Land Owner agrees that, upon the execution of this Agreement, it shall either:
 - a. Deposit with the County, and County by its execution hereof acknowledges that it holds in escrow, the sum of _____ Dollars (\$_____), which deposit is subject to the terms of this Agreement, or;

- b. Furnish the County an irrevocable Letter of Credit or Performance Bond, the terms and conditions of which are acceptable in substance and in form to the County Attorney, in the sum of _____ Dollars (\$_____), which letter of credit or performance bond is subject to the terms of this Agreement.

The deposit, letter of credit or performance bond is designed to ensure performance of the Land Owner's obligations and to ensure full and complete reimbursement to the County in the event that the County performs work or causes work to be performed pursuant to paragraphs 2, 3 or 4 of this Agreement.

2. In the event that measures for the control of sedimentation and/or erosion as required by on the Plans referred to herein, or on any approved subdivision thereof, are not constructed in accordance with the Plans, the County shall have the right to enter upon Land Owner's property and construct such measures or do such other work as may be necessary to prevent further erosion or sedimentation, provided that County shall first give notice in writing to Land Owner or his superintendent of its intent so to do.

3. In the event measures for the control of sedimentation and/or erosion have been constructed, but fail, through overload and/or inadequate maintenance, to perform the function for which they were intended, County may, in like manner to Paragraph 2 above, enter upon Land Owner's property to perform such reconstruction or maintenance as may be necessary to restore performance in accord with the Plans, or any approved revisions thereof, upon giving notice in writing to Land Owner or his superintendent of its intent so to do.

4. In the event there occurs sedimentation and/or erosion of the property covered

by the Plans referred to herein in sufficient quantity to adversely affect downstream drainage, or travel on any street, road, highway, or public way, then County may, in like manner to Paragraph 2, take such steps as may be necessary to restore functions to the affected drainage or travel way.

5. In the event County performs or caused to be performed work of any nature, including labor, use of equipment, and materials, under the provisions of Paragraphs 2, 3 or 4 above, either by County forces or via contract, the County may draw upon Land Owner's deposit, letter of credit or performance bond in such amount and to the extent necessary to provide full and complete reimbursement to the County for such work performed or caused to be performed pursuant to the provision of Paragraphs 2, 3 or 4 above. The County will deliver or mail to Land Owner a copy of an invoice for any work performed or caused to be performed pursuant to this Agreement.

6. In the event County makes disbursement or causes disbursements to be made from the security amount required by Paragraph 1 pursuant hereto, Land Owner agrees that within thirty (30) calendar days of such disbursement it will either:

- a. To deposit an amount sufficient to restore escrow amount to its original balance; or
- b. To furnish an additional letter of credit or performance bond in the amount necessary to restore the amount of the initial letter of credit or performance bond.

7. In addition to Paragraph 6 above, and notwithstanding any other provision of this Agreement to the contrary, where the cost of the work the County performs or causes to be performed pursuant to the provisions of either Paragraphs 2, 3 or 4 above, either by County forces or contract, exceeds the amount of deposit in escrow, letter of credit or performance bond held by the County, Land Owner shall pay in full to the County such cost incurred by the County in excess of the escrow deposit, letter of credit or performance bond within thirty (30) calendar days of the time the County incurred such cost.

8. 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 the approved Plans or revisions thereof, for the control of erosion and sedimentation, and for the restoration or functions of facilities for drainage or vehicular travel if such facilities are adversely affected in their function by sedimentation or erosion from the property, the subject of such Plans.

9. It is expressly agreed by the parties hereto that either:

- a. The escrow amount shall be held by County unless utilized in accordance with Paragraph 5 above, or paid to County as part of the cost to complete the improvements or remediation measures required by the Plans or this Agreement or is otherwise released to the Land Owner by the County, through its agent, the Community Development Office; or
- b. The letter of credit or performance bond shall be held by the Community Development Office unless distributed or drawn upon in accordance with Paragraph 5 above or paid to the County as part of the cost of the completion of improvements or remediation measures required by the Plans or this Agreement or is otherwise released to the Land Owner, or released in writing by the County, through its agent, the Community Development Office.

WITNESS the following signatures and seals.

Land Owner

Attest: _____

By: _____

County of Goochland, Virginia

Attest: _____

By: _____

Its: _____

**EROSION AND SEDIMENT CONTROL
AGREEMENT**

THIS AGREEMENT, made this _____ day of _____, 20 _____, by and between _____ a/an (specify entity), hereinafter called "Land Owner," party of the first part, and the County of Goochland, Virginia, hereinafter called the "County," party of the second part.

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 - a. Deposit with the County, and County by its execution hereof acknowledges that it holds in escrow, the sum of _____ Dollars (\$_____), which deposit is subject to the terms of this Agreement, or;
 - b. Furnish the County an irrevocable Letter of Credit or Performance Bond, the terms and conditions of which are acceptable in substance and in form to the County Attorney, in the sum of _____

_____Dollars

(\$ _____), which letter of credit or performance bond is subject to the terms of this Agreement.

The deposit, letter of credit or performance bond is designed to ensure performance of the Land Owner's obligations and to ensure full and complete reimbursement to the County in the event that the County performs work or causes work to be performed pursuant to paragraphs 2, 3 or 4 of this Agreement.

2. In the event that measures for the control of sedimentation and/or erosion as required by on the Plans referred to herein, or on any approved subdivision thereof, are not constructed in accordance with the Plans, the County shall have the right to enter upon Land Owner's property and construct such measures or do such other work as may be necessary to prevent further erosion or sedimentation, provided that County shall first give notice in writing to Land Owner or his superintendent of its intent so to do.

3. In the event measures for the control of sedimentation and/or erosion have been constructed, but fail, through overload and/or inadequate maintenance, to perform the function for which they were intended, County may, in like manner to Paragraph 2 above, enter upon Land Owner's property to perform such reconstruction or maintenance as may be necessary to restore performance in accord with the Plans, or any approved revisions thereof, upon giving notice in writing to Land Owner or his superintendent of its intent so to do.

4. In the event there occurs sedimentation and/or erosion of the property covered by the Plans referred to herein in sufficient quantity to adversely affect downstream drainage, or travel on any street, road, highway, or public way, then County may, in like manner to Paragraph 2, take such steps as may be necessary to restore functions to the affected drainage or travel way.

5. In the event County performs or caused to be performed work of any nature, including labor, use of equipment, and materials, under the provisions of Paragraphs 2, 3 or 4 above,

either by County forces or via contract, the County may draw upon Land Owner's deposit, letter of credit or performance bond in such amount and to the extent necessary to provide full and complete reimbursement to the County for such work performed or caused to be performed pursuant to the provision of Paragraphs 2, 3 or 4 above. The County will deliver or mail to Land Owner a copy of an invoice for any work performed or caused to be performed pursuant to this Agreement.

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WITNESS the following signatures and seals.

Land Owner

Attest: _____

By: _____

County of Goochland, Virginia

Attest: _____

By: _____

Its: _____

Checklist for Plan of Development Plans

Planning & Zoning

- _____ Zoning
- _____ Proffers
- _____ CUP Conditions
- _____ Landscape Plan
- _____ Location of Signs
- _____ Lighting details
- _____ Setbacks
- _____ Site Coverage Calculations
- _____ Subdivision Conditions
- _____ Road Standards
- _____ Road Profiles
- _____ Tree Protection Area
- _____ Buffer Areas
- _____ Overlay District requirements

Fire

- _____ Waterline locations
- _____ Hydrant locations & accessibility
- _____ Fire Protection as per Subdivision Ordinance
- _____ Access Roads & Cul-de-sac radius
- _____ Fire Department apparatus accessibility, lane width, fire lane signage design and location
- _____ Fire flow calculations

Erosion & Sediment Control

- _____ E&S checklist - see attached
- _____ E&S Quantities
- _____ Responsible Land Disturber
- _____ Storm Drainage details
- _____ BMP design details
- _____ E&S notes

Utility

- _____ Existing water & sewer lines & size
- _____ Proposed water & sewer lines & size
- _____ Thrust blocking details
- _____ Hydrant locations
- _____ Meters
- _____ Water meter sizing sheet

_____ Water Modeling fee for new subdivisions

Land Development

- _____ Vicinity Map
- _____ North Arrow
- _____ General Notes
- _____ Stop sign & Stop bar details
- _____ Drawings sealed by design professional
- _____ Detailed site drawings include buildings, locations, dimensions, location of property lines, access from road, land slopes, wetlands, flood plain info
- _____ underground utilities, underground tanks, abandoned wells, historic properties, cemeteries, easements, etc.
- _____ Parking Space calculations required & provided
- _____ Handicap parking spaces, numbers, signage, slope, location, accessible route, etc.
- _____ Flood Plain, FIRM map design issues indicated
- _____ All utilities clearly indicated on site plan in relationship to structures, property lines, easements, etc.
- _____ Curb & Gutter details
- _____ Pavement details
- _____ Owner Contact Info
- _____ Applicant Contact Info
- _____ Engineer Contact Info
- _____ Tax Map #'s or GPINs
- _____ Floor plans including loading areas

Checklist For Erosion and Sediment Control Plans

_____ *Minimum Standards – Minimum Standards must be listed and address.

NARRATIVE

_____ Project description – Briefly describes the nature and purpose of the land-disturbing activity, and the area (acres) to be disturbed.

_____ Existing site conditions – A description of the existing topography, vegetation and drainage.

_____ Adjacent areas – A description of neighboring areas such as streams, lakes, residential areas, roads, etc., which might be affected by the land disturbance.

_____ Off-site areas – Describe any off-site land-disturbing activities that will occur (including borrow sites, waste or surplus areas, etc.) Will any other areas be disturbs?

_____ Soils - A brief description of the soils on the site giving such information as soil name, mapping unit, erodibility, permeability, depth, texture and soil structure.

_____ Critical areas – A description of areas on the site which have potentially serious erosion problems (e.g., steep slopes, channels, wet weather/underground springs, etc.).

_____ Erosion and sediment control measures – A description of the methods which will be used to control erosion and sedimentation on the site. (Controls should meet the specifications in Chapter 3.)

_____ Permanent stabilization – A brief description, including specifications, of how the site will be stabilized after construction is completed.

_____ Stormwater runoff considerations - Will the development site cause an increase in peak runoff rates? Will the increase in runoff cause flooding or channel degradation downstream? Describe the strategy to control stormwater runoff.

_____ Calculations – Detailed calculations for the design of temporary sediment basins, permanent stormwater detention basins, diversions, channels, etc. Include calculations for pre-and post-development runoff.

SITE PLAN

- _____ **Vicinity map** – A small map locating the site in relation to the surrounding area. Include any landmarks which might assist in locating the site.
- _____ **Indicate north** – the direction of north in relation to the site.
- _____ **Limits of clearing and grading** – Areas which are to be cleared and graded.
- _____ **Existing contours** – The existing contours of the site.
- _____ **Final contours** – Changes to the existing contours, including final drainage patterns.
- _____ **Existing vegetation** – The existing tree lines, grassed areas, or unique vegetation.
- _____ **Soils** – the boundaries of different soil types.
- _____ **Existing drainage patterns** – The dividing lines and the direction of flow for the different drainage areas. Include the size (acreage) of each drainage area.
- _____ **Critical erosion areas** – Areas with potentially serious erosion problems. (See Chapter 6 for criteria.)
- _____ **Site Development** – Show all improvements such as buildings, parking lots. Access roads, utility construction, etc.
- _____ **Location of practices** – The locations of erosion and sediment controls and stormwater management practices used on the site. Use the standard symbols and abbreviations in Chapter 3 of the VESCH.
- _____ **Off-site areas** – Identify any off-site land-disturbing activities (e.g., borrow sites, waste areas, etc.). Show location of erosion controls. (Is there sufficient information to assure adequate protection and stabilization?)
- _____ **Detail drawings** – Any structural practices used that are not referenced to the E&S handbook or local handbooks should be explained and illustrated with detail drawings.
- _____ **Maintenance** – A schedule of regular inspections and repair of erosion and sediment control structures should be set forth.

GENERAL NOTES

1. All standards refer to those of the Virginia Department of Transportation (VDOT) and/or the County of Goochland, Virginia.
2. Dimensions and radii shown are to face of curb where applicable.
3. The contractor shall secure all necessary permits for this project from VDOT and/or the County of Goochland, Virginia.
4. The contractor shall be responsible for the verification of 95% compaction within the paved area, on subgrade, by an independent soils testing laboratory.
5. Any sign in excess of eight (8) square feet requires a permit which must be obtained from the Building Inspections Department. Temporary construction signs shall not be erected without owner's approval.
6. All parking spaces to be delineated by four (4) inch wide, white painted strips.
7. All drainage structures shall be built and installed in accordance with the Virginia Department of Transportation specifications. Drainage structures shall be cast in place or precast concrete, unless otherwise noted.
8. All construction and materials shall conform with the latest standards and specifications of the Virginia Department of Transportation, except where Goochland County standards are applicable.
9. Location of existing sewers, water and gas pipes, conduits and other structures across underneath, or otherwise along the line of proposed work are not necessarily shown on plans, and if shown are only approximately correct. The contractor shall be liable for all damage done to any structures or property through his negligence or carelessness. Contractor shall verify location and elevation of all underground utilities shown on plan in areas of construction prior to starting work. Contact Engineer immediately if location or elevation is different from that shown on plan or upon discovery of any utility not shown on plan. For assistance in locating existing utilities, call "Miss Utility" at 1-800-552-7001 - 48 hours prior to excavation.
10. The Department of Community Development office must be notified:
48 hours prior to the pre-construction conference
24 hours prior to the commencement of land disturbing activity
48 hours prior to the final inspection

EROSION CONTROL NOTES

1. Unless otherwise indicated, all vegetative and structural erosion and sediment control practices will be constructed and maintained according to minimum standards and specifications of the Virginia Erosion and Sediment Control Handbook and Virginia Regulations VR 625-02-00 Erosion and Sediment Control Regulations.
2. All erosion and sediment control measures are to be placed prior to or as the first step in clearing. If during construction, additional erosion control devices are found necessary, they shall be installed as directed by the Department of Community Development.
3. A copy of the approved erosion and sediment control plan shall be maintained on the site at all times.
4. No disturbed area will be denuded for more than 30 calendar days.
5. All storm and sanitary sewer lines not in streets are to be mulched and seeded immediately after backfill. No more than five hundred (500) feet are to be open at one time.
6. Electric power, telephone, and gas supply trenches are to be compacted, seeded and mulched immediately after backfill.
7. All temporary earth berms, diversions, and silt dams are to be mulched and seeded for vegetative cover immediately after grading. Straw or hay mulch is required. The same applies to all soil stockpiles.
8. During construction, all storm sewer inlets will be protected by silt traps, maintained and modified as required by construction progress.
9. Any disturbed area not paved, sodded, or built upon by November 1st, is to be seeded on that date with oats, abruzzi, rye or equivalent and mulched with hay or straw mulch. Modify as applicable depending on proposed time of construction.
10. The contractor shall inspect all erosion control measures periodically and after each runoff-producing rainfall event. Any necessary repairs or cleanup to maintain the effectiveness of the erosion control devices shall be made immediately.
11. During dewatering operations, water will be pumped into an approved filtering device.
12. Prior to commencing land disturbing activities in areas other than indicated on these plans (including, but not limited to, off-site borrow or waste areas), the contractor shall submit a supplementary erosion control plan to the owner for review and approval by the Department of Community Development.



Designation of “Responsible Land Disturber” for POD/Permit # _____ Project _____

All applicants for permits involving Land Disturbing activities must provide the name of a “Responsible Land Disturber” (“RLD”) prior to the permit being issued.

I, (printed name of “RLD”) _____, hold a certificate of competency*, as provided for by §10.1-561 of the State Regulations, and will be in charge of and responsible for carrying out all activities related to the land disturbing activity regulated by this permit application. Upon failure to comply with the requirements of §10.1-566, I acknowledge that I shall be subject to the penalties provided by §10.1-569 of the State Regulations. I will advise the E&S Administrator immediately and in writing upon my replacement as “RLD”.

*** The holder of a valid Virginia Professional Engineer, Land Surveyor, Landscape Architect or Architect License who is also involved in site design and land disturbance, or possession of any of the other DCR certifications are acceptable alternative certifications for this purpose.**

| | | | |
|--|---|--------------------------|---|
| “RLD”'s signature | | Date “RLD” signed | |
| “RLD”'s license # or Certificate of Competency # | “RLD”'s license or certificate type & Expiration Date | | “RLD”'s fax number |
| “RLD”'s mailing address | | “RLD”'s telephone number | Total <u>Disturbed</u> Area for Project |

Land Disturbing activity is defined as: (Chapter 5 Section 5-30 Definitions, Goochland County Ordinance.)...any land change which may result in soil erosion from water to wind and the movement of sediments into State waters or onto lands in the Commonwealth, including but not limited to, clearing, grading, excavating, transporting and filling of land, except that the term shall not include:

- (1) Minor land-disturbing activities such as home gardens and individual home landscaping, repairs and maintenance work;
- (2) Individual service connections;
- (3) Installation, maintenance, or repair of any underground public utility lines when such activity occurs on an existing hard-surfaced road, street or sidewalk provided such land-disturbing activity is confined to the area of the road, street or sidewalk which is hard-surfaced;
- (4) Septic tank lines or drainage fields unless included in an overall plan for land-disturbing activity relating to construction of the building to be served by the septic tank system;
- (5) Surface or deep mining;
- (6) Exploration or drilling for oil and gas including the well site, roads, feeder lines, and off-site disposal areas;
- (7) Tilling, planting, or harvesting of agricultural, horticultural, or forest crops, or livestock feedlot operations; including engineering operations and agricultural engineering operations as follows: construction of terraces, terrace outlets, check dams, desilting basins, dikes, ponds not required to comply with the Dam Safety Act, Article 2, (Sec. 10.1-604 et seq.) of Chapter 6 of the Code of Virginia, 1950, as may be amended from time to time, ditches, strip cropping, lister furrowing, contour cultivating, contour furrowing, land drainage, and land irrigation; however, this exception shall not apply to harvesting of forest crops unless the area on which harvesting occurs is reforested artificially or naturally in accordance with the provisions of Chapter 11 (¶ Sec. 10.1-1100 et seq.) of the Code of Virginia, 1950, as may be amended from time to time, or is converted to bona fide agricultural or improved pasture use as described in subsection B of ¶ (10.1-1163), Section of the Code of Virginia, 1950, as may be amended from time to time.
- (8) Repair or rebuilding of the tracks, rights-of-way, bridges, communication facilities and other related structures and facilities of a railroad company;
- (9) Disturbed land areas of less than 10,000 square feet in size, except in such as environmentally sensitive areas such as flood plains and wetlands, steep slopes (15° or more) and areas within fifty feet (50') of the James River, except in cases in which the plan-approving authority has required an agreement in lieu of a plan under Section 5-32 hereto, in which the exemption shall not apply.
- (10) Installation of fence and signposts or telephone and electric poles and other kinds of posts or poles;
- (11) Emergency work to protect life, limb or property, and emergency repairs; provided that if the land-disturbing activity would have required an approved erosion and sediment control plan, if the activity were not an emergency, then the land area disturbed shall be shaped and stabilized in accordance with the requirements of the plan-approving authority

Sworn to and before me this _____ Day of _____ 19 ____
by _____

My Commission Expires:

Notary Public