GRADING PERMIT APPLICATION

SUBMISSION

When submitting your APPLICATION FOR A GRADING PERMIT, you must complete 5 items correctly, or your application will not be processed until the requested items have been collected.

1) Three 24” X 36” complete sets of the Erosion and Sediment Plans

2) A completed Application for Grading Permit. Make sure to fill in the project name, owners block, applicants block, Responsible Land Disturber block, location of project, and total area of disturbance.

3) A signed signature sheet signed by all persons listed on the deed, if there are more than two owners, please provide an additional addendum sheet with all the appropriate owner signatures. If an applicant is listed in the application block on the application, the applicant must also sign the signature sheet for the applicant.

4) A completed Erosion and Sediment Control Bond Estimate sheet.

5) A fee check filled out in the correct amount for the project submitted.

If you have any questions about the information or fees that need to be submitted to obtain a grading permit, please call or email for assistance.

571-420-1648 steven.pickeral@loudoun.gov
571-209-0034 ross.kline@loudoun.gov
571-252-0845 chad.dow@loudoun.gov
571-252-0674 joseph.ohler@loudoun.gov
To fill out the Grading Permit Application:

- Fill out the Application ENTIRELY. DO NOT LEAVE ANY BLANK LINES. If any information is found to be incomplete or inaccurate, the application will not be accepted. This may delay review and/or approval of your application.
- Include the property I.D. (aka MCPI or Pin) number(s) available from the land records or the Real Estate Tax Map. If you do not know the MCPI number(s), it is obtainable from the Loudoun County Office of Mapping and Geographic Information.
- Direction to the site (bottom on first page of application) should be orientated from the Town of Leesburg.
- Fill in an accurate estimate of the disturbed acres to the nearest hundredth. (For example: 1.55 acres)
- Please include the purpose of the project (bottom on 1st page of Application). For example: “water and sewer utility” or “residential subdivision” or “neighborhood playground” or “architectural berm” etc.
- The application MUST be signed by the property owner or authorized agent (2nd page of Application). If an authorized agent signs, please provide a copy of the authorization from the owner.
- Include Letters of Permission for any related off site land disturbance.
- Provide a zoning clearance letter if your site is within the boundaries of any incorporated town.
- Provide a copy of the VSMP construction permit from the Virginia Department of Environmental Quality (DEQ). Information about the permit is available at the DEQ website. www.deq.virginia.gov/
- All importation of any soil (Filling Operation) must be pre-approved by the Zoning Department.

Submit the application to the second floor building/Zoning Permits Counter, c/o Building & Development, 1 Harrison Street, Leesburg:

- You must submit the following:
  1) Grading Permit Application and completed signature sheet.
  2) Fee check.
  3) Any necessary permits or letters (such as Letters of Permission, VSMP permit, Corps of Engineers wetlands permit, Loudoun Water Permit and Approval Letter or Town Zoning Clearance Letter)
  4) E&S bond estimate (see the enclosed unit price sheet for E&S bonds).
  5) Three (3) complete sets of plans to include the Erosion and Sediment Control Plan (must be in a Phase 1 and Phase 2 format)
- PLEASE take great care in calculating your application fee – if the fee has not been calculated correctly, the application will not be accepted.
- The Erosion and Sediment Control Engineering Technician for Loudoun County will contact you with comments to be addressed or a written erosion and sediment plan approval.

Upon written Erosion and Sediment Plan Approval notification by the County, please submit your bond documents to the 2nd floor, c/o Bonds Management, Land Development Counter, 1 Harrison Street, Leesburg:

- MUST bring a copy of your Erosion and Sediment Plan Approval Letter and the appropriate collateral in the form of:
  1) Cash Bonds must be in the form of a Cashiers or Certified check. (a federal W-9 form is required with all cash submittals)
  2) A Letter of Credit.
  3) Corporate Surety Bond, for the amount specified on the Erosion and Sediment Plan Approval Letter.

Note: The date on the Application for the Grading Permit shall be the same date referenced on the collateral.

Upon approval of the bond by the county:

An E&S Engineering Technician will contact the applicant within ten (10) work days to schedule the pre-construction meeting. The Grading Permit Placard will be issued at the Pre-Construction meeting.

Prior to any land disturbance, you are required to have an onsite pre-construction meeting:

- Note: The pre-construction meeting requires:
  1) The Limits of Clearing must be flagged or staked prior to the meeting.
  2) The property owner or someone authorized to sign on the owner’s behalf and contractor.
  3) A VDOT temporary construction entrance permit if applicable.

Revised 06/17/2022
Erosion and Sediment Grading Permit Application Fees

All grading permit application submitted are required to include the grading bond release fee.

Grading permit fees for the construction of a Single-Family House:
$2,380 Base Fee + $400 grading bond release fee.

Grading permit fees for all other land disturbing activities are priced per acre of disturbance:

<table>
<thead>
<tr>
<th>Less than 1 acre</th>
<th>$4,025 + $400 Bond release fee</th>
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</thead>
<tbody>
<tr>
<td>1-5.999 acres</td>
<td>$4,080 + $400 Bond release fee</td>
</tr>
<tr>
<td>6-10.999 acres</td>
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<tr>
<td>11-25.999 acres</td>
<td>$6,940 + $400 Bond release fee</td>
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<tr>
<td>26-50.999 acres</td>
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<tr>
<td>51-75.999 acres</td>
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<tr>
<td>76-100.999 acres</td>
<td>$25,045 + $400 Bond release fee</td>
</tr>
<tr>
<td>101+ acres</td>
<td>$25,555 + $400 Bond release fee</td>
</tr>
</tbody>
</table>

All newly activated grading permits are good for a period of three years from the issuance date, all permits renewed after the three years period will only be renewed for a period of one year.

Grading Bond Release / Bond Reduction Fees

**Grading Bond Release Fee:** All grading bond releases require a written request. The grading bond release fee for all grading bonds is a flat rate $400. That fee includes, two bond release inspection and one punch list. A $285 fee, is required for every additional bond release inspections that is requested.

**Grading Bond Reduction Fee:** A $400 fee is required each time a Erosion & Sediment grading bond reduction is requested.

**Payment Options**
- Pay online by Credit Card – 2.65% fee
- Contact Administrative Assistant for the link at (703)771-5657 or (703)771-5388 or by email at jackie.carter@loudoun.gov or heather.kramm@loudoun.gov

**Check:** Made payable to County of Loudoun. Include a copy of this document with payment.
- **Mail:** County of Loudoun, Department of Building and Development, 1 Harrison Street, SE, P.O. Box 7000, Leesburg, VA 20177-7000
- **Drop off:** Building and Development Drop Box in the first-floor lobby of the Government Center 8:30 a.m. to 5:00 p.m., Monday through Friday.

**Electronic Debit:** Applicants can pay permit fees with a cumulative total of $1,500 or more electronically through Automated Clearing House (ACH) debits. For more information visit [https://www.loudoun.gov/5126/Fee-Schedules](https://www.loudoun.gov/5126/Fee-Schedules)

If you have any questions about the fee to be submitted with your application, please call one of the following numbers for assistance.

- 703.737.8744 steven.pickeral@loudoun.gov
- 571.258.3125 ross.kline@loudoun.gov
- 703.771.5528 chad.dow@loudou.gov
- 703.737.8952 joseph.ohler@loudoun.gov

Revised 06/17/2022
APPLICATION FOR GRADING PERMIT

Date: ___________________ CPAP/STPL No: __________________________ Property ID (Pin) No: __________________________

PROJECT NAME: ________________________________________________________________________________________

(PROJECT NAME MUST APPEAR PRECISELY AS WRITTEN ON THE PLANS)

Name of Owner: _______________________________________________________________________________________
Street Address: _______________________________________________________________________________________
City, State, Zip: _______________________________________________________________________________________
Telephone No: _____________________________ Email: _________________________________________________

Note: Please fill in this field if you are acting on behalf of the owner. If you are not the legal owner, then you must have a Power of Attorney to sign and conduct business on the owner’s behalf. If the owner is a company and you are an employee of that company, you must show your ability to sign on behalf of that company such as: John Q. Public, Managing Member of County Contracting LLC.

Name of Applicant: ___________________________________________________________________________________
Street Address: _______________________________________________________________________________________
City, State, Zip Code: ___________________________________________________________________________________
Telephone No: ____________________________ Email: _________________________________________________
Business Name: _________________________________________ Title: _____________________________________

Power of Attorney Attached: YES_______ NO________

Name of Contractor/Builder: ___________________________________________________________________________
Street Address: _______________________________________________________________________________________
City, State, Zip Code: ___________________________________________________________________________________
Contractor Telephone No: ____________________________ Email: _______________________________________
Contractors Loudoun County Business License #: _________________________________________________

Name of Architect/Engineer: ________________________________________________________________
Architect/Engineer Telephone No: _____________________ Email: ________________________________

Responsible Land Disturber Certification: Cell# _________________________ Direct#_______________________
Name: _______________________________________ Email: _____________________________________________
Certification No: _______________________________ Expiration Date: __________________________________

If you are grandfathered in as an individual holding a valid Virginia Professional Engineer, Land Surveyor, Landscape Architect or hold an Architect’s License, please fill out below:
Name: _______________________________ License No: _______________________________ Expiration Date: __________

I hereby request a grading permit for a project located _______ miles (north), _______ miles (south), _______ miles (east), _______ miles (west) of Route # or Road name ___________________________ and _______ miles (north), _______ miles (east), _______ miles (south) of the intersection of Route # or Road name ___________________________.

THE TOTAL AMOUNT OF LAND DISTURBANCE FOR THIS PROJECT WILL BE ________________________ ACRES.

Please check this box _______ if the grading permit is for the construction of a Single-Family House only.

Please describe the purpose of the project ___________________________________________________________________________________

A PRE-CONSTRUCTION SITE MEETING IS REQUIRED PRIOR TO LAND DISTURBING ACTIVITY.

A PRELIMINARY ZONING CLEARANCE IS PREREQUISITE FOR A GRADING PERMIT APPLICATION. A VSMP GENERAL CONSTRUCTION PERMIT, OR PROOF OF PERMIT APPLICATION FROM THE VIRGINIA DEPARTMENT OF ENVIRONMENTAL QUALITY WILL BE REQUIRED PRIOR TO THE ISSUANCE OF A GRADING PERMIT IF APPLICABLE.

REVISED 06/17/2022
LOUDOUN COUNTY GRADING PERMIT APPLICATION

EXPIRATION:
I hereby understand the Erosion and Sediment Plan Approval Letter "approval" expires in six (6) months from the date of the approval letter if the collateral (surety, letter of credit or cash) has not been submitted and approved for this project. Once a permit is issued, the duration of the permit shall be in effect for no longer than three (3) three years after the date of issuance. (Codified Ordinances of Loudoun County, Chapter 1220.06(k) Erosion Control)

RIGHT OF ENTRY:
I hereby grant designated officials of Loudoun County the right to enter my property for the purpose of inspection or monitoring for compliance with the approved erosion and sediment control plan on the above referenced project.

PLAN IMPLEMENTATIONS:
I certify that I fully understand and will comply with all Loudoun County Erosion and Sediment Control Program requirements, Virginia Erosion and Sediment Control Laws, I will carry out the erosion and sediment control plan on the above referenced project as approved by Loudoun County. I will keep a copy of the most current Virginia Erosion and Sediment Control Handbook (Third Edition 1992) or field manual and one set of the approved Erosion Control Plan on the referenced site at all times.

Printed Name and Title of Owner __________________________ Signature of Owner __________________________ Date ______________

Printed Name and Title of Owner __________________________ Signature of Owner __________________________ Date ______________

Printed Name and Title of Applicant ______________________ Signature of Applicant __________________________ Date ______________

For County Office Use Only - Applicant does not fill out information below

Director of Building & Development: __________________________
Date: ______________

Note: If there is more than two property owners, please provide an additional addendum sheet with all the appropriate owner signatures, or the application will not be valid. If the applicant is signing on behalf of the owner/owners, you must provide authorization.
EROSION & SEDIMENT CONTROL BOND ESTIMATE

PROJECT NAME: ____________________________________________________________

DATE: _______________ PROJECT NUMBER: CPAP/STPL (if applicable) ___________

PREPARED BY: ____________________________ FIRM: ___________________________________

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<th>QUANTITY</th>
<th>EXTENSION</th>
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<td>STONE CHECK DAM</td>
<td>EA</td>
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<td></td>
<td></td>
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<td>RIP RAP CLASS 1</td>
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<td>UTILITY STREAM CROSSING</td>
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<tr>
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<td>LOT</td>
<td>$3,000.00</td>
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</table>

TOTAL

+10 % CONTINGENCIES

GRAND TOTAL

+ INFLATION FACTOR AT 4%

1ST YEAR BOND=GRAND TOTAL+INFLATION FACTOR

CASH BONDS NEED TO BE IN THE FORM OF A CASHERS CHECK OR CERTIFIED CHECK
(A FEDERAL W-9 FORM IS REQUIRED WITH ALL CASH SUBMITTALS)

Comments:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
Effective July 1, 2014 Virginia Department of Environmental Quality (DEQ) has shifted the regulatory responsibility for the Virginia Stormwater Management Permit (VSMP) to Loudoun County. This is in accordance with the Clean Water Act as amended and pursuant to the Virginia Stormwater Management Act, which requires that construction site operators secure a Virginia Stormwater Management Permit (VSMP) for storm water discharges from construction activities.

Construction activity includes clearing, grading, and excavating which results in land disturbance equal to or greater than one acre. In order to ensure compliance with this permitting requirement, all applicants for grading permits within the County of Loudoun, subject to the criteria as previously described, will be required to provide the letter of coverage that proves that construction site operators have secured a VSMP Construction Permit through the state and Loudoun County prior to the issuance of a grading permit.

All inquiries regarding forms, fees, and the VSMP permitting process shall be directed to:

Loudoun County
Department of Building and Development
Water Resources Division
1 Harrison Street, P.O. Box 7000 Mail Stop #60A
Leesburg, VA 20177-7000
(703)777-0220
www.loudoun.gov/loudounvsmp

Background: The Virginia Water Control Board has regulatory authority and oversight for National Pollutant Discharge Elimination System (NPDES) federal permitting programs related to municipal separate storm sewer systems (MS4s) and construction activity stormwater discharges. As a MS4 locality, Loudoun County administers the Virginia Stormwater Management Program Permit (VSMP) Regulations, authorized under the Virginia Stormwater Management Act. As mandated by the Clean Water Act (CWA) and the Code of Federal Regulations (CFR), the federal permitting requirements have been incorporated into the VSMP regulations. DEQ is responsible for the oversight of all localities in the commonwealth with regard to individual and general VSMP permits for the control of stormwater discharges from MS4s and construction activities.
TYPICAL NARRATIVE FOR CONSTRUCTION OF SINGLE FAMILY RESIDENCE IN RURAL ZONING DISTRICTS

Project Description: (Example) The purpose of this project is for the construction of single-family residences in the Loudoun County AR-1 & AR-2 (formerly A-3) Agricultural-Residential Districts. Single-family dwellings with driveways and septic fields are being planned for lots xx-xx, Section xx, of the xxxx Development in Loudoun County. The total disturbed area of all lots is xx acres.


The following measures shall be used on each property in accordance with the VESCH:

- **Silt Fence**: SF shall be placed adjacent to the down-slope perimeter of the disturbed area.
- **Construction Entrance**: CE shall be placed and maintained at the entrance of the property.
- **Permanent Seeding**: Appropriate seeding mixture shall be placed on the total disturbed area within 7 days of final grading to ensure proper stabilization of the disturbed soils.
- **Diversion Dikes, Super Silt Fence, Sediment Traps, Inlet and Outlet Protection**: These controls shall be used depending on such factors as disturbed area, drainage issues and critical areas such as proximity to floodplain or wetlands, or steep slopes.

**Mountainside Development Overlay District (MDOD)**: (If applicable) If a lot or portions of a lot are within the MDOD, then a locational clearance for all the development and land disturbing activity on these lots is required and shall comply with section 4-1600 of the 1993 Loudoun County Zoning Ordinance.

**Steep Slopes**: (If applicable) If a lot contains Moderately Steep Slopes (15 - 25%) and Steep Slopes (> 25%), then a locational clearance for all development and land disturbing activity on these lots is required and shall comply with section 5-1508 of the 1993 Loudoun County Zoning Ordinance.

Notes: Final limits of clearing and grading will be determined when the house are sited. The clearing of the lots is not to be conducted with the construction of other activities or infrastructure related to this plan. The Department of Building and Development shall be notified for a pre-construction meeting prior to the clearing of any lot.

Revised 08/21/2020
TYPICAL LAYOUT FOR NON-STEEP SLOPES, NON-MOUNTAINSIDE PACE\nSCHEMATIC

NOTE: Typical example for Single Family House with driveway and septic field in Loudoun County Rural (A-3) Zoning District. Final limits of clearing will be determined at house siting.
STANDARDS AND SPECIFICATIONS FOR EROSION CONTROLS

**Temporary Stone Construction Entrance, STD & SPEC 3.02:**
To reduce the amount of soil or mud being transported onto public roads. Install a stone pad located at points of ingress and egress, using VDOT #1 stone. Dimensions of construction entrance shall be a minimum or 12 feet wide by 70 feet length. A filter fabric liner shall be installed prior to the placement of the construction entrance aggregate as specified in State Minimum Standard #17.

**Silt Fence, STD & SPEC 3.05:**
A temporary sediment barrier to control erosion in sheet flow and low flow channel situations. Silt fence consists of a synthetic filter fabric (usually black) entrenched 4” into the ground, stretched tight and attached to support posts spaced 6 feet apart.

**Temporary Diversion Dike (berm), STD & SPEC 3.09:**
A temporary ridge (1.5 ft. height by 4.5 ft. width) of compacted soil at the top or bottom of disturbed area, to divert off-site water away from or on-site water to a sediment pond. Berms must be seeded and mulched immediately.

**Temporary Sediment Trap, STD & SPEC 3.13:**
A temporary ponding area formed by an earth embankment with a stone outlet that filters the sediment from the runoff. To be used with drainage areas smaller than one acre. The outlet filter is placed at the low point of the pond and consists of Class #1 riprap faced with smaller stone (VDOT #3, #57 or #5).

**Rock Check Dams, STD & SPEC 3.20:**
Used in drainage areas of less than two acres to reduce the velocity of concentrated stormwater flows, thereby reducing erosion. Install a small stone dam across a swale or ditch, using a combination of larger stone (for stability) faced with smaller stone for filtering. Shape dam in a semi-circle with the center of the check dam at least six inches lower than the outer edges.

**Permanent or Temporary Seeding, STD & SPEC 3.31, 3.32:**
Soil stabilization shall be applied to areas that will be denuded and inactive for more than fourteen days or within seven days after final grade is achieved. Areas to be permanently seeded are to use a certified seed. All seeded areas are to be straw mulched at the rate of two tons per acre.
Super Silt Fence

ELEVATION VIEW

SECTION VIEW

SUPER SILT FENCE
NO SCALE

FENCING

Chain link fence shall be 3.5' above grade with 9" embedded for a total fabric width of 43". The post shall be 43" above grade with 30" placed below grade (without concrete) for a total length of 72".

NOTES

1. Chain link fence shall be fastened securely to fence posts with wire ties.
2. Filter fabric shall be fastened securely to chain link fence with ties spaced horizontally 3/4" at the top and midsection.
3. Physical properties of the filter fabric shall conform to the latest edition of THE VIRGINIA EROSION & SEDIMENT CONTROL HANDBOOK.
4. When two sections of filter fabric join each other, they shall be overlapped by 6" and folded.
5. Maintenance shall be performed as needed and material shall be removed when sediment build-up reaches 50% of the height of the super silt fence.

FIGURE 3
Section 7.600
SUPER SILT FENCE

Definition

A temporary barrier of Geotextile Class F over 2-inch wire fabric mesh (chain link) used to control sediment-laden runoff from small drainage areas.

Purpose

1) To reduce runoff velocity and allow the deposition of transported sediment to occur. Limits imposed by ultraviolet light stability of the fabric will dictate the maximum time period the silt fence may be used.
2) Super silt fence (SSF) provides a barrier that can collect and hold debris and soil, preventing the material from entering critical areas, streams, streets, etc.
3) Super silt fence can be used where the installation of a dike would destroy sensitive areas, woods, wetlands, etc.
4) Super silt fence should be placed as close to the contour as possible. No section of silt fence should exceed a grade of 5% for more than 50 feet.
5) Super silt fence is not intended to replace primary controls such as sediment traps or sediment basins.

Design Criteria

Length of the flow contributing to Super Silt Fence shall conform to the following limitations:

<table>
<thead>
<tr>
<th>Slope</th>
<th>Slope Steepness</th>
<th>Slope Length (Max)</th>
<th>Silt Fence Length (Max)</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-10%</td>
<td>0-10:1</td>
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<td>10-20</td>
<td>10:1-5:1</td>
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<tr>
<td>50% +</td>
<td>2:1 +</td>
<td>50 Feet</td>
<td>250 Feet</td>
</tr>
</tbody>
</table>

Construction Specifications

1) Fencing shall be 42 inches in height and constructed in accordance with the latest Virginia Department of Transportation Road and Bridge Standards for chain link fencing.
2) Chain link fence shall be securely fastened to the fence posts with wire ties or other suitable means. The lower tension wire, brace and truss rods, drive anchors and post caps are not required except on the ends of the fence.
3) The silt fence fabric shall be securely fastened to the chain link fence with ties spaced every 24 inches at the top and mid-section.
4) The silt fence fabric shall be embedded a minimum of 8 inches into the ground.
5) When two sections of silt fence fabric adjoin each other, they shall be overlapped by 6 inches and folded.
6) Maintenance shall be performed as needed and silt build-up removed when the silt reaches one-half the height of the fence.
7) The silt fence fabric shall meet the following requirements for Geotextile Class F:

- Tensile strength: 50 lb/in (min) ASTM Test Method 0-4595
- Tensile Modulus: 20 lb/in (min) ASTM Test Method D 4595
- Flow Rate: 0.3 gal/cu.ft./min. (max) ASTM Test Method D- 5141
- Filtering Efficiency: 75 % (min) ASTM Test Method D-5141

Revised 08/24/2020
CHECKLIST
FOR EROSION AND SEDIMENT CONTROL PLANS


COMPONENTS of 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 disturbed?

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 Measure - A description of the methods, which will be used to control erosion and sedimentation on the site. Controls should meet the specifications in Virginia Erosion and Sediment Control Handbook Chapter 3.

Permanent Stabilization - A brief description, including specifications, of how the site will be stabilized after land disturbance 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.

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.

Limit 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 described.

Importation of Fill (Soils) – If the project purposes more than five dump truck loads of fill dirt an engineered plan must be submitted depicting the existing contours and final contours. The Erosion and Sediment narrative must describe the reason/use for the placement of fill material and the total cubic yards.

Loudoun County Zoning Department will need to review and approve the plan before the Erosion and Sediment Plan Approval Letter is sent out or Grading Permit can be issued.
# Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

## General Instructions

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-O (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third-party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1098-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

---

## Form W-9 (Rev. 10-2018)

<table>
<thead>
<tr>
<th>Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business name/disregarded entity name, if different from above</td>
</tr>
<tr>
<td>Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</td>
</tr>
<tr>
<td>Individual/sole proprietor or single-member LLC</td>
</tr>
<tr>
<td>C Corporation</td>
</tr>
<tr>
<td>S Corporation</td>
</tr>
<tr>
<td>Partnership</td>
</tr>
<tr>
<td>Trust/ESTATE</td>
</tr>
<tr>
<td>Limited liability company. Enter the tax classification (C-C corporation, S-S corporation, P=Partnership).</td>
</tr>
<tr>
<td>Exempt payee code (if any)</td>
</tr>
<tr>
<td>Exemption from FATCA reporting code (if any)</td>
</tr>
<tr>
<td>Social security number</td>
</tr>
<tr>
<td>or</td>
</tr>
<tr>
<td>Employer identification number</td>
</tr>
</tbody>
</table>

---

## Part I - Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requester for guidelines on whose number to enter.

Social security number

| Social security number |
| --- | --- |

Or

Employer identification number

<table>
<thead>
<tr>
<th>Employer identification number</th>
</tr>
</thead>
</table>

---

## Part II - Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part I, later.

| Signature of U.S. person |
| --- | --- |

Date

| Date |
| --- | --- |

---

## Sign Here

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.
By signing the filled-out form, you:
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners’ share of effectively connected income, and
4. Certify that FATCA code[e] entered on this form [if any] indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting, later, for further information.

Notes: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester’s form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:
- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners’ share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:
- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Supporting facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding
What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certificates, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:
1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See Exempt payee code, later, and the separate instructions for the Requester of Form W-9 for more information.

Also see Special rules for partnerships, earlier.

What is FATCA Reporting?
The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See Exemption from FATCA reporting code, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information
You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties
Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect. Civil penalty for false information with respect to withholding, if you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.
Criminal penalty for falsifying information. Wilfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Specific Instructions**

**Line 1**
You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9, if you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

- **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

  **Note:** ITIN applicants: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

- **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

- **Partnership, LLC, or corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

**Line 2**
If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

**Line 3**
Check the appropriate box on line 2 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

<table>
<thead>
<tr>
<th>IF the entity/person on line 1 is an</th>
<th>THEN check the box for</th>
</tr>
</thead>
<tbody>
<tr>
<td>Corporation</td>
<td>Corporation</td>
</tr>
<tr>
<td>Individual</td>
<td>Individual/sole proprietor or single-member LLC</td>
</tr>
<tr>
<td>Sole proprietor/ship, or</td>
<td>LLC treated as a partnership for U.S. federal tax purposes</td>
</tr>
<tr>
<td>Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.</td>
<td>LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or</td>
</tr>
<tr>
<td></td>
<td>LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.</td>
</tr>
<tr>
<td>Partnership</td>
<td>Partnership</td>
</tr>
<tr>
<td>Trust/estate</td>
<td>Trust/estate</td>
</tr>
</tbody>
</table>

**Line 4, Exemptions**
If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

**Exempt payee code.**
- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt from respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding.

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(h)(2)
2. The United States or any of its agencies or instrumentalities
3. A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities
5. A corporation
6. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
7. A futures commission merchant registered with the Commodity Futures Trading Commission
8. A real estate investment trust
9. An entity registered at all times during the tax year under the Investment Company Act of 1940
10. A common trust fund operated by a bank under §584(a)
11. A financial institution
12. A middleman known in the investment community as a nominee or custodian
13. A trust exempt from tax under section 664 or described in section 4947
The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

<table>
<thead>
<tr>
<th>IF the payment is for...</th>
<th>THEN the payment is exempt for...</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest and dividend payments</td>
<td>All exempt payees except for 7</td>
</tr>
<tr>
<td>Broker transactions</td>
<td>Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.</td>
</tr>
<tr>
<td>Barter exchange transactions and patronage dividends</td>
<td>Exempt payees 1 through 4</td>
</tr>
<tr>
<td>Payments over $600 required to be reported and direct sales over $5,000</td>
<td>Generally, exempt payees 1 through 5</td>
</tr>
<tr>
<td>Payments made in settlement of payment card or third party network transactions</td>
<td>Exempt payees 1 through 4</td>
</tr>
</tbody>
</table>

1 See Form 1099-MISC, Miscellaneous Income, and its instructions.
2 However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
B—The United States or any of its agencies or instrumentalities
C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
G—A real estate investment trust
H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
I—A common trust fund as defined in section 584(a)
J—A bank as defined in section 581
K—A broker
L—A trust exempt from tax under section 604 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5
Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6
Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)
Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IR's individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see How to get a TIN below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See What Name and Number To Give the Requester, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Cautions: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification
To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if Item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payee, see Exempt payee code, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below,
1. Interest, dividend, and broker exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.
2. Interest, dividend, broker, and broker exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.
4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" includes payments made in the course of the requester’s trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

<table>
<thead>
<tr>
<th>For this type of account:</th>
<th>Give name and SSN of:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Individual</td>
<td>The individual</td>
</tr>
<tr>
<td>2. Two or more individuals (joint account) other than an account maintained by an FFI</td>
<td>The actual owner of the account or, if combined funds, the first individual on the account&lt;sup&gt;1&lt;/sup&gt; Each holder of the account&lt;sup&gt;1&lt;/sup&gt;</td>
</tr>
<tr>
<td>3. Two or more U.S. persons (joint account maintained by an FFI)</td>
<td>The minor&lt;sup&gt;2&lt;/sup&gt;</td>
</tr>
<tr>
<td>4. Custodial account of a minor (Uniform Gift to Minors Act)</td>
<td>The minor's&lt;sup&gt;3&lt;/sup&gt;</td>
</tr>
<tr>
<td>a. The usual revocable savings trust (grantor is also trustee)</td>
<td>The grantor-trustee&lt;sup&gt;3&lt;/sup&gt;</td>
</tr>
<tr>
<td>b. So-called trust account that is not a legal or valid trust under state law</td>
<td>The actual owner&lt;sup&gt;4&lt;/sup&gt;</td>
</tr>
<tr>
<td>5. Sole proprietorship or disregarded entity owned by an individual</td>
<td>The owner&lt;sup&gt;5&lt;/sup&gt;</td>
</tr>
<tr>
<td>6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(3)(ii)(A))</td>
<td>The grantor&lt;sup&gt;6&lt;/sup&gt;</td>
</tr>
</tbody>
</table>

For this type of account:

<table>
<thead>
<tr>
<th>Give name and EIN of:</th>
</tr>
</thead>
<tbody>
<tr>
<td>8. Disregarded entity not owned by an individual</td>
</tr>
<tr>
<td>9. A valid trust, estate, or pension trust</td>
</tr>
<tr>
<td>10. Corporation or LLC electing corporate status on Form 8832 or Form 2553</td>
</tr>
<tr>
<td>11. Association, club, religious, charitable, educational, or other tax-exempt organization</td>
</tr>
<tr>
<td>12. Partnership or multi-member LLC</td>
</tr>
<tr>
<td>13. A broker or registered nominee</td>
</tr>
</tbody>
</table>

1. List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person’s number must be furnished.
2. Circle the minor’s name and furnish the minor’s SSN.
3. You must show your individual name and you may also enter your business or DBA name on the “Business name/disregarded entity” name line. You may use either your SSN or EIN (If you have one), but the IRS encourages you to use your SSN.
4. List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules for partnerships, earlier.

Note: The grantor also must provide a Form W-9 to trustee of trust.
Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:
- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocates Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.
The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@federaltrade.gov or report them at www.consumer.gov/idtheft. You can contact the FTC at www.idof.gov or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.identitytheft.gov and Pub. 505.

Visit www.irs.gov/identitytheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for criminal and civil litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3402, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.
Irrevocable Letter of Credit No.________________________

Board of Supervisors
County of Loudoun
Leesburg, Virginia 20175

Attn: Building and Development – Bonds Management
Erosion and Sediment Control

Gentlemen:

We, __________[Name of Bank]__________, __________[Street Address]__________, __________[City]__________, __________[State]__________, __________[Zip Code]__________, this __________ day of __________, 20 __________, hereby authorize you to draw on us for the account of __________[Individual or Company Name]__________ (the “Developer”), __________[Street Address]__________, __________[City]__________, __________[State]__________, __________[Zip Code]__________, up to an aggregate amount of U.S. Dollars _____________________________________ ($__________), such amount not available except by your drafts at sight accompanied by certification of the Director of Building and Development of Loudoun County, Virginia that the Developer failed to complete and maintain the erosion control structures and procedures in accordance with the approved grading plans and specifications submitted with the project known as __________[Name of Project]________________________, CPAP/STPL # ____________________, (if applicable) and approved revisions thereof, however such revisions may be designated, or otherwise failed to perform in accordance with the Grading Permit Application dated __________, and submitted by __________[Name of Applicant]__________ to the Loudoun County Board of Supervisors.

We hereby further agree that:

(a) Drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented at our office on or before __________.

[NOTE TO BANK: THIS EXPIRATION DATE MUST BE AT LEAST EIGHTEEN (18) MONTHS AFTER THE EFFECTIVE DATE OF THIS LETTER OF CREDIT AND THE ADDRESS OF PRESENTATION MUST BE AN OFFICE OF THE BANK LOCATED WITHIN THE COMMONWEALTH OF VIRGINIA. THIS INSTRUCTION NEED NOT BE INSERTED IN THE LOC.]

(b) Funds available under this Letter of Credit may be drawn in such amounts and at such times as determined by the Director of Building and Development, in his sole discretion, provided that the amount drawn shall not exceed the aggregate amount specified herein.

(c) We shall have no right, duty, obligation, or responsibility to evaluate the performance or nonperformance of the underlying contract or obligations between the Developer and the beneficiary of this credit.

(d) It is a condition of this Letter of Credit that it will be automatically extended for an additional period of six (6) months from the present or future expiration date hereof, unless ninety (90) days prior to such date we will notify you, in writing by registered or certified mail or overnight courier, that we elect not to renew this Letter of Credit for such additional period.

(e) The amount of any draft drawn hereunder must be endorsed on the reverse side hereof. All drafts must be marked “Drawn under Irrevocable Letter of Credit No. ____________, __________[Individual or Company Name]__________.”
Except as expressly provided herein, this Letter of Credit is governed by the laws of Virginia and is subject to the Uniform Customs and Practice for Documentary Credits, 2007 Revision, ICC Publication No. 600 ("UCP"). In the event of any conflict between Virginia law and the UCP, Virginia law shall prevail. For choice of forum purposes only, this credit shall be deemed to be a contract made under the laws of Virginia, and the parties expressly agree that the courts of the Commonwealth of Virginia shall have exclusive jurisdiction to decide any questions arising hereunder.

Dated this ______ day of __________, 20__.  

CORPORATE SEAL  

ATTEST:  

By: ________________________________

STATE OF __________________________  
COUNTY OF _________________________, to wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that

____________________________, whose name is signed to the foregoing, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this ______ day of ____________________, 20__.  

My Commission Expires: ________________________________

Notary Public  

Grading/LOC
September 2002
Rev March 2008
Rev April 2014
**COUNTY OF LOUDOUN**
**GRADING PERMIT SURETY BOND**
**(EROSION AND SEDIMENT CONTROL)**

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<th>BOND NO.</th>
<th>DATE BOND EXECUTED:</th>
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<th>TYPE OF ORGANIZATION: (Check One)</th>
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<td>( ) Limited Liability Company</td>
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<td>( ) Corporation</td>
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<td>( ) Other (Specify)</td>
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<tr>
<td>(Hereinafter &quot;Principal&quot; whether one or more than one)</td>
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<th>SURETY(IES):</th>
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<tr>
<td>(Name(s) and Business Address(es) and Telephone Number(s))</td>
<td>Million(s) Thousand(s) Hundred(s)</td>
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(Hereinafter "Surety" whether one or more than one)

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<th>Date of Grading Permit Application:</th>
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KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety hereto recite and declare that:

1. We are held and firmly bound to the obligee Board of Supervisors of Loudoun County, Virginia (hereinafter called "County"), in the sum written above in lawful money of the United States of America, to be paid to the County, its successors or assigns, for the payment whereof Principal(s), Co-Principal(s) and Surety(ies) bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by this Bond.
2. The condition of this Bond is that if the Principal shall in every respect discharge its obligations under the Grading Permit Application identified above, which Grading Permit Application is incorporated herein by reference, then this Bond shall be void; otherwise, this Bond shall remain in full force and effect until released by the County.

3. Surety expressly WAIVES any right to receive notice, review, approve any revisions to the plans, profiles, and specifications referred to in the Grading Permit Application and no such revision shall in any way affect the obligation of the Surety under this Bond.

4. Surety shall be deemed to consent to any extension of time granted to Principal to permit performance of the obligations of the Grading Permit Application, whether or not Surety receives notice of such extension of time, and the liability of Surety under this Bond shall not be discharged or affected by any such extension of time.

5. DEFAULT;

A. Default may be deemed to have occurred on the part of the Principal if Principal shall fail to complete its obligations under the Grading Permit Application within the time set forth therein or any time extension thereof;

B. Default shall be deemed to have occurred on the part of the Principal prior to the expiration of such time period, or time extension, if, in the judgment of the Director of Building and Development ("B&D"), the Principal has:

i. Abandoned the performance of its obligations under the Grading Permit Application; or

ii. Renounced or repudiated its obligations under the Grading Permit Application; or

iii. Demonstrated through insolvency, or otherwise, including the voluntary filing of a bankruptcy, that its obligations under the Grading Permit Application cannot be completed within the time allotted under the Grading Permit Application. Should the Applicant file bankruptcy, it shall provide notice of filing and obtain Bankruptcy Court permission to maintain any bonds, including this one, in place with the County.

C. Default shall be deemed to have occurred on the part of the Principal if Principal shall fail to renew this bond or to have this bond reissued prior to the completion of the Improvements covered by the Grading Permit Application.

D. The County may elect to provide Principal 30 days to cure any default with the Notice of Default.

E. In the event of default, the County may terminate whatever rights the Principal may have to construct or correct construction of facilities.

6. In the event of default by the Principal, the County shall send a Notice of Default to the Principal which may include the 30 day time period to cure the default. A copy of the Notice of Default will be sent to the Surety. Should the Principal fail to cure the default in the time allotted, the County through its Director of Building and Development or other agent, shall give written notice of same to the Surety. In the event of such default and notice, the Surety shall have either of the following options:
A. Within 21 days of receipt of the default notice, Surety shall pay over the full face value sum of the Bond to the County or such lesser sum as the Director of Building and Development may determine in his sole discretion, and thereafter be relieved of further liability under this Bond. If this option is selected by Surety, then the County will take over or relet all or any part of the work required by the Grading Permit Application but not completed, and will complete the same to the extent of available sums. The cost and expenses of completing the work shall include all items set forth in paragraph 7(B) of this Bond as the measure of damages. If these funds are not enough to complete the work, then the County may proceed against the Principal for any difference. If there are any funds left which are not necessary for completion of the work, then the County will remit this excess to Surety after work is completed.

B. Within 21 days of receipt of the default notice, Surety shall give written notice to the County that it will assume the Grading Permit Application and the obligations of the Principal and shall complete the Grading Permit Application according to its terms and provisions within 180 days of said notice or such other term as may be approved by County and thereafter be relieved of further liability under the terms of this Bond. In the event that Surety elects this option and then fails to faithfully perform all or any part of the work or should it unnecessarily delay completion of all or any part of the work, then the County may proceed as provided in paragraph 6 of this Bond.

C. As used in this Bond, completion of the work specifically includes performance of every obligation of the Principal under the Grading Permit Application.

D. The County shall not be required to institute suit against Principal as a precondition to seeking recovery from Surety.

7. Should Surety fail to elect either option in paragraphs 6(A) and (B), above, within 21 days of receipt of default notice, or upon election of either option should then fail to perform, in either such event, then the County may:

A. Take over or relet all or any part of the work not completed and complete the same for the account and at the expense of the Principal and Surety, who shall be jointly and severally liable to the County for the costs incurred in completion, including all items set forth in paragraph 7(B) of this Bond as the measure of damages chargeable against Principal and Surety for their breach; or

B. Bring suit, action, or proceeding to enforce the provisions of this Bond. In the event that any such suit, action, or proceeding is brought by the County, it is expressly agreed and understood that, regardless of when the breach of the underlying Grading Permit Application occurs, or the breach of the obligations of this Bond, the measure of damages recoverable shall be computed as the costs of completion or correction, or both, of the work required by the Grading Permit Application (1) at the time the work is actually completed and/or corrected to local and state approval and acceptance or (2) at the time of final judgment of a Court of competent jurisdiction; it is further expressly agreed and understood that the measure of damages shall include expenses attributable, but not limited, to administrative costs, litigation costs, attorney’s fees, maintenance, deterioration, inflation, and any cost increases arising from delay occasioned by litigation, action, or proceedings necessary to enforce the provisions of this Bond, and delays by Surety under paragraph 6(B) of this Bond.

C. Should the County complete the work, the County shall not be bound by the Principal’s approved construction plans if unforeseen conditions require the County to deviate from the
approved plans. Such deviations shall be reasonable with regard to costs, time, and exigency and shall be at the sole discretion of the Director of Building and Development.

8. Nothing in this Bond shall be construed as creating an obligation upon the County to pay for the completion or correction of the work guaranteed under the provisions of this Bond.

9. By signatures hereto the Principal and the Surety do hereby expressly WAIVE any objection that they, or either of them, might interpose to the authority of the County to require each and every provision of the foregoing Bond.

10. If any provision of this Bond is held to be illegal, invalid, or unenforceable, or is found to be against public policy for any reason, such provision shall be fully severable and this Bond shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been part of this Bond, and the remaining provisions of this Bond shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision, or by its severance from this Bond.

11. The failure or refusal of the County to take any action, proceeding, or step to enforce any remedy or exercise any right under the Grading Permit Application or the taking of any action, proceeding, or step by County, acting in good faith upon the belief that same is permitted, shall not in any way release Principal or Surety, or any of them, or their respective executors, administrators, successors or assigns from liability under this Bond. Surety hereby WAIVES notice of any amendment, indulgence, or forbearance, made, granted or permitted by the County.

12. In any action or proceeding initiated in connection with this Bond and any and all obligations arising hereunder, the venue shall be the County of Loudoun, Virginia, and it is hereby further understood and agreed that this Bond shall be governed by the laws of the Commonwealth of Virginia, both as to interpretation and performance.

13. All notices sent to the Principal and Surety shall be sent to the addresses set forth on page 1 of 7 of this bond unless said Principal or Surety notify the Director of Building and Development in writing of any change. If an address of either Principal or Surety as shown on the signature page hereof is different from the address for that party as shown on page 1 of 7, notices shall be effective if sent to either address. If the addresses of any Principal or Surety change, the said Principal or Surety shall immediately notify the Director of Building and Development of such change. Failure to notify the Director of Building and Development of any change in address is deemed to be a waiver of any requirement of notice under this Bond to the Principal and Surety. All written notice to the County under this Bond shall be sent certified or registered mail, return receipt requested and addressed to the Director of Building and Development, with a copy to Bonds Management, Building and Development. However, any notice that may be required pursuant to Va. Code Ann. 49-25, as amended, shall be given to the above and to the Chairman of the Board of Supervisors and the County Attorney.

[REMAINDER OF THIS PAGE PURPOSELY BLANK. SIGNATURE PAGES FOLLOW.]
IN WITNESS WHEREOF, the parties hereto have caused this Grading Permit Application to be executed, under seal, as of the day and year on the date set forth above.

PRINCIPAL(S) / CO-PRINCIPAL(S)

TYPED, PRINTED NAME:

SIGNATURE: _______________________________ (SEAL)

NAME AND TITLE: ______________________________________

(Typed/Printed)

____________________________________

____________________________________

SIGNATURE: _______________________________ (SEAL)

NAME AND TITLE: ______________________________________

(Typed)

____________________________________

STATE OF ____________________________, to wit:

COUNTY OF ____________________________, I, ______________________________________, a Notary Public in and for the State and County aforesaid, do hereby certify that

____________________________________

and ______________________________________

as ______________________________________

and ______________________________________

respectively of the

whose names are signed to the foregoing, this day personally appeared before me in my State and County aforesaid and acknowledged their signatures affixed above, and the Corporate Seal as the genuine seal of the said corporation.

Given under my hand this ______ day of ____________________________, 20____

________________________________________________________________________

Notary Public

My Commission Expires: ________________________________

My Notary Registration Number: ________________________________
CORPORATE SURETY

NAME, ADDRESS, AND TELEPHONE NUMBER:______________________________

STATE OF INCORPORATION OR ORGANIZATION:______________________________

LIABILITY LIMIT:______________________________

SIGNATURES:

1. __________________________ (SEAL) 2. __________________________ (SEAL)

NAME(S) AND TITLE(S) (Typed/Printed):

1. __________________________

2. __________________________

STATE OF __________________________, COUNTY OF __________________________, to wit:

I, __________________________, a Notary Public in and for the State and County aforesaid, do hereby certify that __________________________

and __________________________

as __________________________

and __________________________

respectively of the __________________________,

whose names are signed to the foregoing, this day personally appeared before me in my State and County aforesaid and acknowledged their signatures affixed above, and the Corporate Seal as the genuine seal of the said corporation.

Given under my hand this __________________________ day of __________________________, 20________________________.

________________________
Notary Public

My Commission Expires: __________________________

My Notary Registration Number: __________________________

Page 6 of 7
Countersigned by Virginia Resident Agent: **REQUIRED** unless current Certificate of Good Standing and certificate to transact surety business in Virginia has been filed with and approved by the County Attorney. Address must be a deliverable street address (not a P.O. Box) within the Commonwealth of Virginia.

Signature: ____________________________ (SEAL)

Name, Title, Business Address
and Telephone Number (Typed/Printed)

STATE OF ____________________________
COUNTY OF ____________________________

The foregoing signature was acknowledged before me this ___ day of ____________, 20___, by ____________________________, on behalf of the corporation.

Notary Public

My Commission Expires: ____________________________

My Notary Registration Number: ____________________________