

**EROSION/SEDIMENT CONTROL PERMIT
GENERAL TERMS AND CONDITIONS**

1. Permit is valid for the duration of the associated SDP (1-year from date of issuance) or Minor Grading and/or Right of Way Permit (180 days).
2. You are required to call for an Erosion/Sediment Control Inspection before undertaking any construction, grading or excavation. CALL 503.783.3800 for an inspection **48 hours in advance**.
3. A final Erosion/Sediment Control Inspection is required before project is accepted or complete.
4. The city will conduct additional Erosion/Sediment Control Inspections during construction, and/or require the implementation of additional Erosion/Sediment Control Measures if the City deems such measures to be necessary. Any site in non-compliance will be re-inspected. Re-inspection fees may be charged on those sites that fail to take corrective actions in full by the time of the next inspection. Stop Work Orders will be issued on sites that continue to fail to comply with Erosion/Sediment Control Requirements.
5. Wet weather Erosion/Sediment Control Measures shall be in place and operational prior to the wet weather season between October 1st and May 31st.
6. As used in this permit:
 - "Applicant" means property owner.
 - "Owner" is any person, agent, firm or corporation having a legal or equitable interest in the property which is being effected by the permitted activity.
 - "City" means the City of Happy Valley.
 - "Design Manual" means the City of Happy Valley *Engineering Design and Standard Manual*.
7. This permit is issued by the City of Happy Valley subject to the City of Happy Valley Municipal Code, the City's *Engineering Design and Standards Manual*, the construction plans and these Terms and Conditions.
8. The Applicant shall give the City unconditional and absolute permission to enter the property described herein at any time to conduct inspections of any and all work being done and understands that if inspectors are refused access, the City may immediately revoke this Permit without any further notice and without any hearing prior to revocation. The Applicant also understands that any refusal to allow entry or access under this Permit constitutes a violation of the City of Happy Valley Code.
9. The Applicant shall be responsible and liable for all accidents, environmental clean-up, damages or injuries to any person or property resulting from the construction, maintenance, repair, operation or use of a facility for which the Applicant may be legally liable. The Applicant shall indemnify and hold harmless City of Happy Valley, its City councilors and all officers, employees or agents against any and all damages, claims, demands, actions, causes of action, costs and expenses of whatsoever nature which they or any of them may sustain by reasons of the acts, conduct or operation of the Applicant, his agents or employees in connection with the construction, maintenance, repair, operation or use of said facility.
10. The work area and approach roads shall be maintained in a clean condition, free from obstruction and hazards. The street shall be cleaned of all dirt and debris at the end of each workday, or more frequently if so determined by the City. The spreading of mud or debris upon any street is strictly prohibited and this violation shall be cause for immediate cancellation of the Permit. Clean up shall be at the Applicant's expense.
11. Upon completion of the work, disturbed landscaped areas shall be restored or replaced to equal or better than pre-construction conditions.
12. The Applicant shall maintain general Liability Insurance per Municipal Code Section 16.50.80.B.3, *Liability Insurance*. The City of Happy Valley shall be named as additional insured using the appropriate additional insure endorsement, which shall protect the City from any and all liability related to the construction or maintenance of the facility.
13. Mud or debris shall not be deposited upon any street during construction activities. Any occurrence shall be cause for an immediate STOP WORK ORDER. Affected streets shall be cleaned of all dirt and debris at the end of each workday, or more frequently if so determined by the City. Clean up shall be at the Applicant's expense.
14. Applicant shall submit a Daily Inspection Report on a weekly basis to the City's Inspector.

The City Inspector may, at his/her discretion, require tests and or reports from the Applicant to validate claims of material or construction adequacy/compliance. Such tests/reports shall be provided at the Applicant's expense.

I have read and will comply with the "General Terms and Conditions" as appear above. I understand that I am required to call the City for an inspection prior to any construction, grading or excavation with the exception of that work which is for Erosion/Sediment Control purposes. I understand that until the site Erosion/Sediment Control Measures have been accepted by the City that no other construction activity may be allowed.

Owner/Applicant's Signature

Date

Printed Name

OFFICE USE ONLY

SDP # : _____

Minor Grading Permit and/or ROW Permit #: _____

Base Permit Fee (up to One Acre)	\$500.00
Add' \$100 per acre (or fraction thereof)	\$
TOTAL EROSION/SEDIMENT PERMIT FEE	\$

Issue Date: _____ *Exp. Date:* _____

Receipt No.: _____

Engineering Division Approval