

STORMWATER TREATMENT MEASURES
MAINTENANCE AGREEMENT

RECITALS

This Stormwater Treatment Measures Maintenance Agreement (“Agreement”) is entered into this *(Date)* by and between the City of **South San Francisco** (“City”) and “SRI KRISHNA ENTERPRISES” (“Property Owner”), a property owner of real property described in this Agreement.

WHEREAS, On November 19, 2015, the Regional Water Quality Control Board, San Francisco Bay Region, adopted Order R2-2015-00249 (NPDES Permit No. CAS612008), amending the Municipal Regional Stormwater NPDES Permit applicable to the City (“NPDES permit”); and

WHEREAS, Provision C.3.h. of this NPDES permit, and as it may be amended or reissued, requires the City and other permittee public agencies to implement an Operation and Maintenance Verification Program (“O&M Verification Program”) to ensure that all required stormwater treatment measures are properly installed and maintained by the owner, buyer or lessee of real property containing a “Regulated Project” as defined in Provision C.3.b.ii of the NPDES permit; and

WHEREAS, the Property Owner “SRI KRISHNA ENTERPRISES” is the owner of real property commonly known as **550 GATEWAY BOULEVARD, SOUTH SAN FRANCISCO, CA, 94080** the “Property”, and more particularly described in the attached legal description (*Exhibit A*).

WHEREAS, the Property is a “Regulated Project” as defined in Provision C.3.b.ii. of the NPDES permit; and

WHEREAS, attached hereto as *Exhibit B* is a legible reduced-scale copy of the Site Plan or comparable document showing the stormwater treatment measures that are to be located or to be constructed on the Property; and

WHEREAS, the City is the permittee public agency with jurisdiction over the Property; and

WHEREAS, the Property Owner recognizes that the stormwater treatment measure(s) more particularly described and shown on *Exhibit C*, of which full-scale plans and any amendments thereto are on file with the *Planning* Department of the City of South San Francisco must be installed and maintained as indicated in this Agreement and as required by the NPDES permit; and

WHEREAS, the City and the Property Owner agree that the health, safety and welfare of the citizens of the City require that the stormwater treatment measure(s) detailed in the Site Plan or comparable document be constructed and maintained on the Property; and

WHEREAS, the City’s Stormwater Management Ordinance, guidelines, criteria and other written directions require that the stormwater treatment measure(s), as shown on the approved Site Plan or comparable document, be constructed and maintained by the Property Owner

THEREFORE, in consideration of the benefit received by the Property Owner as a result of the City’s approval of the Site Plan, the Property Owner hereby covenants and agrees with the City as follows:

SECTION 1: CONSTRUCTION OF TREATMENT MEASURES

The on-site stormwater treatment measure(s) shown on the Site Plan or comparable document shall be constructed by the Property Owner in strict accordance with the approved plans and specifications identified for the development and any other requirements thereto which have been approved by the City in conformance with appropriate City ordinances, guidelines, criteria and other written direction.

SECTION 2: OPERATION & MAINTENANCE RESPONSIBILITY

This agreement shall serve as the signed statement by the Property Owner accepting responsibility for installation, operation and maintenance of stormwater treatment measures as set forth in this Agreement until the responsibility is legally transferred to another person or entity. Before the responsibility is legally transferred to another person or entity, the Property Owner shall provide to the City at least one of the following:

- 1) A signed statement from the public entity assuming post-construction responsibility for treatment measure maintenance and that the treatment measures meet all local agency design standards; or
- 2) Written conditions in the sales or lease agreement requiring the buyer or lessee to assume responsibility for operation and maintenance (O&M) consistent with this provision, which conditions, in the case of purchase and sale agreements, shall be written to survive beyond the close of escrow; or
- 3) Written text in project conditions, covenants and restrictions (CCRs) for residential properties assigning O&M responsibilities to the home owners association for O&M of the treatment measures; or
- 4) Any other legally enforceable agreement or mechanism that assigns responsibility for the maintenance of treatment measures.

SECTION 3: MAINTENANCE OF TREATMENT MEASURES

The Property Owner shall not destroy or remove the stormwater treatment measures from the Property nor modify the stormwater treatment system in a manner that lessens its effectiveness, and shall, at Property Owner's sole expense, adequately maintain the stormwater treatment measure(s) in good working order acceptable to the City and in accordance with the maintenance plan agreed hereto and attached as *Exhibit D*. This includes all pipes, channels or other conveyances built to convey stormwater to the treatment measure(s), as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as maintaining the described facilities in good working condition so that these facilities continue to operate as originally designed and approved. The maintenance plan shall include a detailed description of and schedule for long-term maintenance activities.

SECTION 4: SEDIMENT MANAGEMENT

Sediment accumulation resulting from the normal operation of the stormwater treatment measure(s) will be managed appropriately by the Property Owner. The Property Owner will provide for the removal and disposal of accumulated sediments. Disposal of accumulated sediments shall not occur on the Property, unless provided for in the maintenance plan. Any disposal or removal of accumulated sediments or debris shall be in compliance with all federal, state and local law and regulations.

SECTION 5: ANNUAL INSPECTION AND REPORT

The Property Owner shall, on an annual basis, complete the Treatment Measure Operation and Maintenance Inspection Report (annual report), attached to this agreement as *Exhibit E*. The

annual report shall include all completed Inspection and Maintenance Checklists for the reporting period and shall be submitted to the City in order to verify that inspection and maintenance of the applicable stormwater treatment measure(s) have been conducted pursuant to this agreement. The annual report shall be submitted no later than December 31st of each year, under penalty of perjury, to ***Environmental Compliance Supervisor, Department of Environmental Compliance, South San Francisco / San Bruno WQCP, 195 Belle Air Road, South San Francisco, CA 94080*** or another member of the City staff as directed by the City. The Property Owner shall provide in the annual report a record of the volume of all accumulated sediment removed as a result of the treatment measure(s). The Property Owner shall conduct a minimum of one annual inspection of the stormwater treatment measure(s) before the wet season. This inspection shall occur between August 1st and October 1st each year. More frequent inspections may be required by the maintenance plan, ***Exhibit D***. The results of inspections shall be recorded on the Inspection and Maintenance Checklist(s) attached as ***Exhibit F***.

SECTION 6: NECESSARY CHANGES AND MODIFICATIONS

At its sole expense, the Property Owner shall make changes or modifications to the stormwater treatment measure(s) and/or the long-term maintenance plan, ***Exhibit D*** as may be determined as reasonably necessary by the City to ensure that treatment measures are properly maintained and continue to operate as originally designed and approved.

SECTION 7: ACCESS TO THE PROPERTY

The Property Owner hereby grants permission to the City; the San Francisco Bay Regional Water Quality Control Board (Regional Board); the San Mateo County Mosquito Abatement District (Mosquito Abatement District); and their authorized agents and employees to enter upon the Property at reasonable times and in a reasonable manner to inspect, assess or observe the stormwater treatment measure(s) in order to ensure that treatment measures are being properly maintained and are continuing to perform in an adequate manner to protect water quality and the public health and safety. This includes the right to enter upon the Property whenever there is a reasonable basis to believe that a violation of this Agreement, the City's stormwater management ordinance, guidelines, criteria, other written direction, or the NPDES permit (Regional Board Order No. R2-2015-0049, and any amendments or reissuances of this permit) is occurring, has occurred or threatens to occur. The above listed agencies also have a right to enter the Property when necessary for abatement of a public nuisance or correction of a violation of the ordinance guideline, criteria or other written direction. The City, Regional Board, or the Mosquito Abatement District shall provide reasonable (as may be appropriate for the particular circumstances) notice to the Property Owner before entering the property.

SECTION 8: FAILURE TO MAINTAIN TREATMENT MEASURES

In the event the Property Owner fails to maintain the stormwater treatment measure(s) as shown on the approved Site Plan or comparable document in good working order acceptable to the City and in accordance with the maintenance plan incorporated in the Agreement, the City, and its authorized agents and employees with reasonable notice, may enter the Property and take whatever steps it deems necessary and appropriate to return the treatment measure(s) to good working order. Such notice will not be necessary if emergency conditions require immediate remedial action. This provision shall not be construed to allow the City to erect any structure of a permanent nature on the Property. It is expressly understood and agreed that the City is under no obligation to maintain or repair the treatment measure(s) and in no event shall this Agreement be construed to impose any such obligation on the City.

SECTION 9: REIMBURSEMENT OF CITY EXPENDITURES

In the event the City, pursuant to this Agreement, performs work of any nature (direct or indirect), including any reinspections or any actions it deems necessary or appropriate to return the treatment measure(s) in good working order as indicated in Section 8, or expends any funds in the performance of said work for labor, use of equipment, supplies, materials, and the like, the Property Owner shall reimburse the City, or shall forfeit any required bond upon demand within thirty (30) days of receipt thereof for the costs incurred by the City hereunder. If these costs are not paid within the prescribed time period, the City may assess the Property Owner the cost of the work, both direct and indirect, and applicable penalties. Said assessment shall be a lien against the Property or may be placed on the property tax bill and collected as ordinary taxes by the City. The actions described in this section are in addition to and not in lieu of any and all legal remedies as provided by law, available to the City as a result of the Property Owner's failure to maintain the treatment measure(s).

SECTION 10: INDEMNIFICATION

The Property Owner shall indemnify, hold harmless and defend the City and its authorized agents, officers, officials and employees from and against any and all claims, demands, suits, damages, liabilities, losses, accidents, casualties, occurrences, claims and payments, including attorney fees claimed or which might arise or be asserted against the City that are alleged or proven to result or arise from the construction, presence, existence or maintenance of the treatment measure(s) by the Property Owner or the City. In the event a claim is asserted against the City, its authorized agents, officers, officials or employees, the City shall promptly notify the Property Owner and the Property Owner shall defend at its own expense any suit based on such claim. If any judgment or claims against the City, its authorized agents, officers, officials or employees shall be allowed, the Property Owner shall pay for all costs and expenses in connection herewith. This section shall not apply to any claims, demands, suits, damages, liabilities, losses, accidents, casualties, occurrences, claims and payments, including attorney fees claimed which arise due solely to the negligence or willful misconduct of the City.

SECTION 11: NO ADDITIONAL LIABILITY

It is the intent of this agreement to insure the proper maintenance of the treatment measure(s) by the Property Owner; provided, however, that this Agreement shall not be deemed to create or effect any additional liability not otherwise provided by law of any party for damage alleged to result from or caused by storm water runoff.

SECTION 12: PERFORMANCE FINANCIAL ASSURANCE

The City may request the Property Owner to provide a performance bond, security or other appropriate financial assurance providing for the maintenance of the stormwater treatment measure(s) pursuant to the City's ordinances, guidelines, criteria or written direction.

SECTION 13: TRANSFER OF PROPERTY

This Agreement shall run with the title to the land and any portion thereof. The Property Owner further agrees whenever the Property or any portion thereof is held, sold, conveyed or otherwise transferred, it shall be subject to this Agreement which shall apply to, bind and be obligatory to all present and subsequent owners of the Property or any portion thereof.

SECTION 14: SEVERABILITY

The provisions of this Agreement shall be severable and if any phrase, clause, section, subsection, paragraph, subdivision, sentence or provision is adjudged invalid or unconstitutional by a court of competent jurisdiction, or the applicability to any Property Owner is held invalid, this shall not affect or invalidate the remainder of any phrase, clause, section, subsection,

paragraph, subdivision, sentence or provision of this Agreement.

SECTION 15: RECORDATION

This Agreement shall be recorded by the Property Owner within **30** days after the execution date of this Agreement in the County Recorder's Office of the County of San Mateo, California at the Property Owner's expense. The City reserves the option to record this Agreement.

SECTION 16: RELEASE OF AGREEMENT

In the event that the City determines that the stormwater treatment measures located on the Property are no longer required, then the City, at the request of the Property Owner shall execute a release of this Maintenance Agreement, which the Property Owner shall record in the County Recorder's Office at the Property Owner's expense. The City reserves the option to record such release of this Maintenance Agreement. The stormwater treatment measure(s) shall not be removed from the Property unless such a release is so executed and recorded.

SECTION 17: EFFECTIVE DATE AND MODIFICATION

This Agreement is effective upon the date of execution as stated at the beginning of this Agreement. This Agreement shall not be modified except by written instrument executed by the City and the Property -Owner at the time of modification. Such modifications shall be effective upon the date of execution and shall be recorded.

Signature for the City

Date

Type or print name and title

Property Owner Signature

Date

Type or print Property Owner Name

Type or print Owner Address

Exhibit A – Legal Description of Property

Exhibit B – Site Plan

Exhibit C – Stormwater treatment measures

Exhibit D – Maintenance plan

**Exhibit E – Standard Treatment Measure Operation and Maintenance Inspection
Report**

Exhibit F – Inspection and Maintenance Checklists

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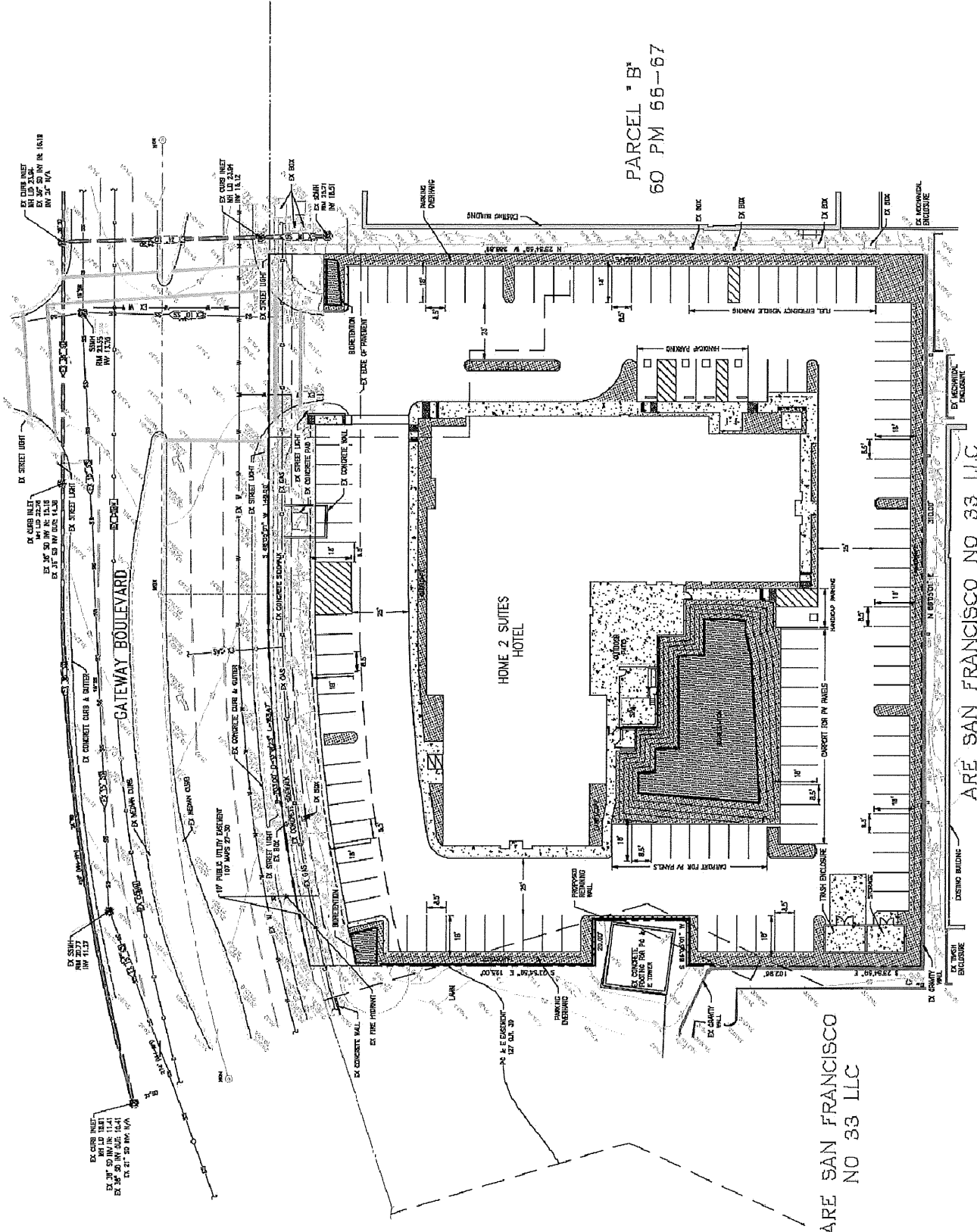
Exhibit "A"

Legal Description

A.P.N.: 015-023-270

Real property in the City of South San Francisco, County of San Mateo, State of California, described as follows:

PARCEL A, AS SHOWN ON THAT CERTAIN MAP ENTITLED "PARCEL MAP NO. 88-253" BEING A SUBDIVISION OF LOT 2 OF THE AFORESAID FINAL MAP OF GATEWAY CENTER, WHICH PARCEL MAP WAS FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO COUNTY, STATE OF CALIFORNIA, ON MAY 24, 1988 IN BOOK 60 OF PARCEL MAPS AT PAGE(S) 66 AND 67.



PARCEL "B"
60 PM 55-67

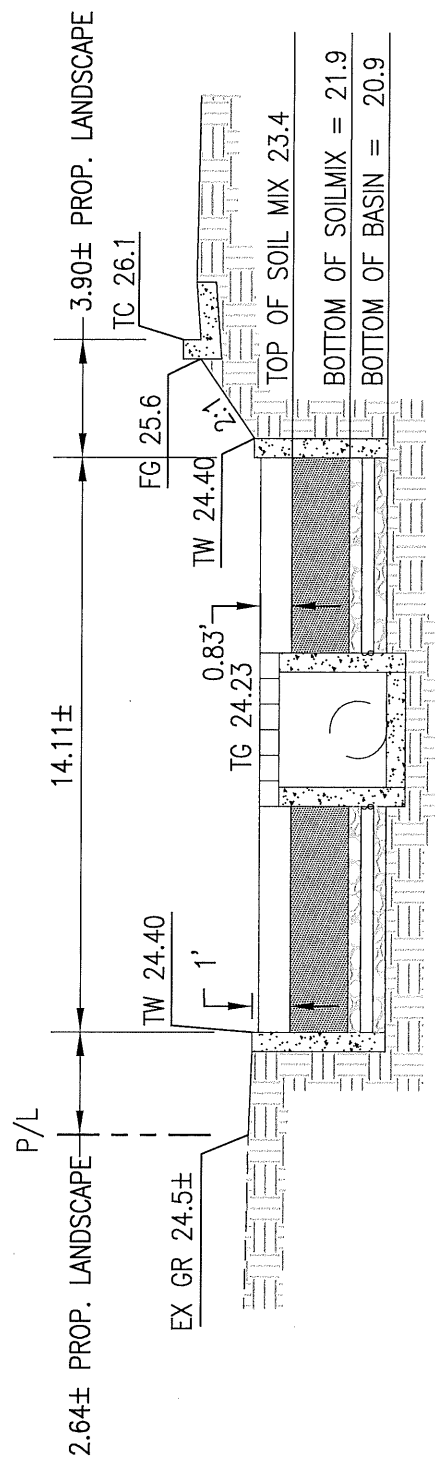
ARE SAN FRANCISCO
NO 33 LLC

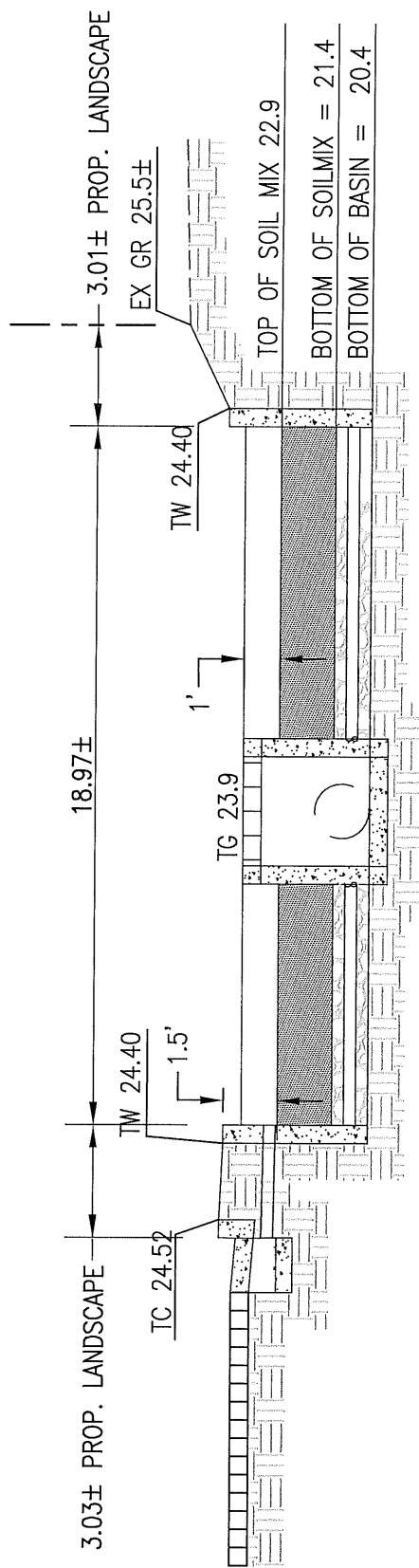
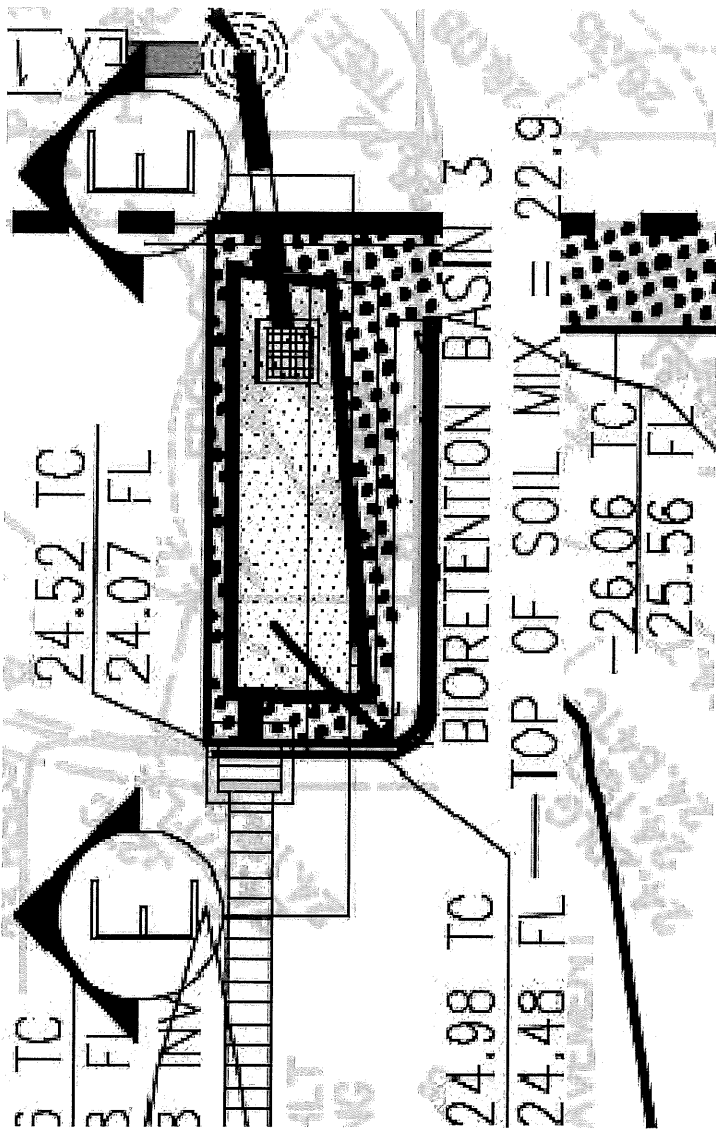
ARE SAN FRANCISCO NO 33 LLC

Bellecci & Associates, inc.
 CivilEngineering • LandSurveying
 2290 Diamond Boulevard, Suite 100 Concord, CA 94520
 Phone (925) 685-4569 Fax (925) 685-4838

EXHIBIT B: SITE PLAN

DATE: 06/15/2017 SCALE: NTS
 FILE NO.: 16164 SHEET 1 OF 1





Bellecci & Associates, inc.
 Civil Engineering • Land Surveying

2290 Diamond Boulevard, Suite 100
 Concord, CA 94520
 Phone (925) 665-4569 Fax (925) 665-4638

DATE: 06/15/2017 SCALE: NTS

FILE NO.: 16164 SHEET 3 OF 3

EXHIBIT C3



Operation and Maintenance Information for Stormwater Treatment Measures

Complete and submit for municipal stormwater NPDES permit reporting the following information for each new and redevelopment project where treatment measures have been implemented this reporting period.

This section to be completed by Applicant

Background Information

Location or Address: 550 GATEWAY BOULEVARD, SOUTH SAN FRANCISCO, CA, 94080

Type of Land Use: ☒ Commercial ☐ Industrial ☐ Residential ☐ Public Agency

Property Owner's Name: _____

Parcel/Tract No.: _____ Lot No.: _____ APN # 015-023-270

Type of treatment measures implemented: Bioretention Basin

Describe locations of each treatment measure or attach map showing locations on the property:

Stormwater Treatment Measure Owner or Operator's Information:

Name: Sri Krishna Enterprises

Address: 300 GATEWAY BOULEVARD, SOUTH SAN FRANCISCO, CA 94080

Phone: 650-333-1886 Fax: _____ Email: _____

Numeric hydraulic sizing criteria used to design each stormwater treatment measure:

☒ San Mateo Countywide Stormwater Pollution Prevention Program's NPDES permit's Provision C.3.d

☐ Other, describe: _____

Applicant's Name

Signature

Date

This section to be completed by Agency staff

More Detailed Information about Access Assurance and O&M Responsibilities:

Describe how access permission is assured for O&M verification by public agencies or their representatives (e.g., municipality, Regional Water Quality Control Board, and Mosquito Abatement District):

Indicate how responsibility for O&M is assured. Check all that apply:

- ☐ Signed statement from private entity accepting responsibility for O&M until responsibility is legally transferred.
- ☐ Signed statement from public entity assuming O&M and that the treatment measures meet all local design standards.
- ☐ Written conditions in the sales or lease agreement requiring the buyer or lessee to assume O&M (in the case of purchase and sale agreements, conditions shall survive the close of escrow).
- ☐ Written text in project conditions, covenants and restrictions for residential properties assigning O&M responsibilities to the home owners association.
- ☐ Any other legally enforceable agreement or mechanism that assigns responsibility and describe below.

Local Agency O&M Verification Program

Name of municipality or Flood Control District responsible under the NPDES permit for verifying O&M.

Describe where information documenting responsibility for O&M is kept and updated.

**Stormwater Treatment Measure Operation and Maintenance
Inspection Report to the City of South San Francisco, California**

This report and attached Inspection and Maintenance Checklists document the inspection and maintenance conducted for the identified stormwater treatment measure(s) subject to the Maintenance Agreement between the City and the property owner during the annual reporting period indicated below.

I. Property Information:

Property Address or APN: 015-023-270

Property Owner: Sri Krishna Enterprises

II. Contact Information:

Name of person to contact regarding this report: Vijay Patel

Phone number of contact person: 650-333-1886 Email: vhpbaps@gmail.com

Address to which correspondence regarding this report should be directed:

300 Gateway Boulevard, South San Francisco, CA, 94080

III. Reporting Period:

This report, with the attached completed inspection checklists, documents the inspections and maintenance of the identified treatment measures during the time period from _____ to _____.

IV. Stormwater Treatment Measure Information:

The following stormwater treatment measures (identified treatment measures) are located on the property identified above and are subject to the Maintenance Agreement:

Identifying Number of Treatment Measure	Type of Treatment Measure	Location of Treatment Measure on the Property
1	Bioretention Basin	North western property corner in property frontage along Gateway Boulevard
2	Bioretention Basin	Center of the property adjacent to the proposed building
3	Bioretention Basin	North eastern property corner at project entry Driveway

V. Summary of Inspections and Maintenance:

Summarize the following information using the attached Inspection and Maintenance Checklists:

Identifying Number of Treatment Measure	Date of Inspection	Operation and Maintenance Activities Performed and Date(s) Conducted	Additional Comments

VI. Sediment Removal:

Total amount of accumulated sediment removed from the stormwater treatment measure(s) during the reporting period: _____ cubic yards.

How was sediment disposed?

- ☐ landfill
- ☐ other location on-site as described in and allowed by the maintenance plan
- ☐ other, explain _____

VII. Inspector Information:

The inspections documented in the attached Inspection and Maintenance Checklists were conducted by the following inspector(s):

Inspector Name and Title	Inspector's Employer and Address

VIII. Certification:

I hereby certify, under penalty of perjury, that the information presented in this report and attachments is true and complete:

Signature of Property Owner or Other Responsible Party

Date

Type or Print Name

Company Name

Address

Phone number: _____ Email: _____

06/15/2017



Project Address and Cross Streets_____

Property Owner: Sri Krishna Enterprises

Phone No.: 650-333-1886

Designated Contact: Vijay Patel

Phone No.: 650-333-1886

Mailing Address: vhpbaps@gmail.com

- **Bioretention Area No. 1** is located at North Western Property Corner along property frontage
- **Bioretention Area No. 2** is located at Center of Property adjacent to proposed building
- **Bioretention Area No. 3** is located at North Eastern Property Corner at entry Driveway

The principal maintenance objective is to prevent sediment buildup and clogging, which reduces pollutant removal efficiency and may lead to bioretention area failure. Routine maintenance activities, and the frequency at which they will be conducted, are shown in Table 1.

No.	Maintenance Task	Frequency of Task
1	Remove obstructions, debris and trash from bioretention area and dispose of properly.	Monthly, or as needed after storm events
2	Inspect bioretention area to ensure that it drains between storms and within five days after rainfall.	Monthly, or as needed after storm events
3	Inspect inlets for channels, soil exposure or other evidence of erosion. Clear obstructions and remove sediment.	Monthly, or as needed after storm events
4	Remove and replace all dead and diseased vegetation.	Twice a year
5	Maintain vegetation and the irrigation system. Prune and weed to keep bioretention area neat and orderly in appearance.	Before wet season begins, or as needed

² Attached site plan must match the site plan exhibit to Maintenance Agreement.

Table 1 Routine Maintenance Activities for Bioretention Areas		
6	Check that mulch is at appropriate depth (3 inches per soil specifications) and replenish as necessary before wet season begins.	Monthly
7	Inspect bioretention area using the attached inspection checklist.	Monthly, or after large storm events, and after removal of accumulated debris or material

II. Prohibitions

The use of pesticides and quick release fertilizers shall be minimized, and the principles of integrated pest management (IPM) followed:

1. Employ non-chemical controls (biological, physical and cultural controls) before using chemicals to treat a pest problem.
2. Prune plants properly and at the appropriate time of year.
3. Provide adequate irrigation for landscape plants. Do not over water.
4. Limit fertilizer use unless soil testing indicates a deficiency. Slow-release or organic fertilizer is preferable. Check with municipality for specific requirements.
5. Pest control should avoid harming non-target organisms, or negatively affecting air and water quality and public health. Apply chemical controls only when monitoring indicates that preventative and non-chemical methods are not keeping pests below acceptable levels. When pesticides are required, apply the least toxic and the least persistent pesticide that will provide adequate pest control. Do not apply pesticides on a prescheduled basis.
6. Sweep up spilled fertilizer and pesticides. Do not wash away or bury such spills.
7. Do not over apply pesticide. Spray only where the infestation exists. Follow the manufacturer's instructions for mixing and applying materials.
8. Only licensed, trained pesticide applicators shall apply pesticides.
9. Apply pesticides at the appropriate time to maximize their effectiveness and minimize the likelihood of discharging pesticides into runoff. With the exception of pre-emergent pesticides, avoid application if rain is expected.
10. Unwanted/unused pesticides shall be disposed as hazardous waste.

Standing water shall not remain in the treatment measures for more than five days, to prevent mosquito generation. Should any mosquito issues arise, contact the San Mateo County Mosquito Abatement District (SMCMAD), as needed for assistance. Mosquito larvicides shall be applied only when absolutely necessary, as indicated by the SMCMAD, and then only by a licensed professional or contractor. Contact information for SMCMAD is provided below.

III. Mosquito Abatement Contact Information

San Mateo County Mosquito Abatement District
1351 Rollins Road
Burlingame, CA 94010
PH: (650) 344-8592
FAX: (650) 344-3843
Email: info@smcmad.org

Bioretention Area Maintenance Plan

Date of Inspection: _____

Property Address: 550 Gateway Blvd, South San Francisco
CA, 94080

Treatment Measure No.: _____

IV. Inspections

The attached Bioretention Area Inspection and Maintenance Checklist shall be used to conduct inspections monthly (or as needed), identify needed maintenance, and record maintenance that is conducted.

Bioretention Area Inspection and Maintenance Checklist

Property Address: 550 Gateway Blvd, South San Francisco, CA, 94080 Property Owner: Sri Krishna Enterprises

Treatment Measure No.: _____ Date of Inspection: _____ Type of Inspection: ☐ Monthly ☐ Pre-Wet Season
☐ After heavy runoff ☐ End of Wet Season
Inspector(s): _____ ☐ Other: _____

Defect	Conditions When Maintenance Is Needed	Maintenance Needed? (Y/N)	Comments (Describe maintenance completed and if needed maintenance was not conducted, note when it will be done)	Results Expected When Maintenance Is Performed
1. Standing Water	When water stands in the bioretention area between storms and does not drain within five days after rainfall.			There should be no areas of standing water once inflow has ceased. Any of the following may apply: sediment or trash blockages removed, improved grade from head to foot of bioretention area, or added underdrains.
2. Trash and Debris Accumulation	Trash and debris accumulated in the bioretention area.			Trash and debris removed from bioretention area and disposed of properly.
3. Sediment	Evidence of sedimentation in bioretention area.			Material removed so that there is no clogging or blockage. Material is disposed of properly.
4. Erosion	Channels have formed around inlets, there are areas of bare soil, and/or other evidence of erosion.			Obstructions and sediment removed so that water flows freely and disperses over a wide area. Obstructions and sediment are disposed of properly.
5. Vegetation	Vegetation is dead, diseased and/or overgrown.			Vegetation is healthy and attractive in appearance.
6. Mulch	Mulch is missing or patchy in appearance. Areas of bare earth are exposed, or mulch layer is less than 3 inches in depth.			All bare earth is covered, except mulch is kept 6 inches away from trunks of trees and shrubs. Mulch is even in appearance, at a depth of 3 inches.
7. Miscellaneous	Any condition not covered above that needs attention in order for the bioretention area to function as designed.			Meet the design specifications.