

Signatures required on back of form. Please print clearly.

Standard Application

Application Received	
By: _____	Date: _____
Application #: _____	

WE WILL NOT ACCEPT INCOMPLETE SUBMITTALS!!

1. Type of application: *Check one or more*

- Boundary Adjustment
 Subdivision
 Conditional Use Permit
 Variance
 Site Development Review
 Rezoning
 Administrative Conditional Use Permit
 Sign Review
 Other:

2. Brief description of application:* _____

3. Project site: _____

Address _____ City _____ State _____ Zip Code _____

4. Assessor's parcel number(s): _____

5. Special instructions to access property (e.g. dogs, gates, alarms, etc.):* _____

6. Land owner: _____

NAME _____ COMPANY _____

Address _____ City _____ State _____ Zip Code _____

Contact Phone(s) _____ Fax # _____ Email Address _____

7. Applicant: _____

(if different from above)

NAME _____ COMPANY _____

Same as above

Address _____ City _____ State _____ Zip Code _____

Contact Phone(s) _____ Fax # _____ Email Address _____

8. Primary contact person: _____

NAME _____ COMPANY _____

Land Owner Applicant

Other (fill in information)

Address _____ City _____ State _____ Zip Code _____

Contact Phone(s) _____ Fax # _____ Email Address _____

FOR PLANNING DEPARTMENT USE ONLY

Side _____ Distance _____ (f,m) Direction _____

Of Cross Street _____

Uninc. Area/District _____ Zoning _____

ROW _____ FWL _____ SBL _____

Lot Area: _____ (ft) _____ (ac)

History _____

Alameda County

**COMMUNITY DEVELOPMENT AGENCY
PLANNING DEPARTMENT**



Offices: 224 West Winton Avenue, Room 111
Hayward, CA 94544

Permit Center: 399 Elmhurst Street, Room 141
Hayward CA 94544

Ph: (510) 670-5400 Fax: (510) 785-8793

www.acgov.org/cda/planning

September 2012

*If more space is needed, please attach a separate sheet.

AFFIDAVIT:

1. I attest under penalty of perjury to the truth and accuracy of all the facts, exhibits, maps, and attachments presented with and made a part of this application.
2. I hereby authorize County staff and members of review bodies, including but not limited to the Castro Valley Municipal Advisory Council, the Board of Zoning Adjustments, the Planning Commission, and the Board of Supervisors, to enter upon my property to verify or obtain information, to view the property, or to photograph the property and the surrounding area as part of the application review process. (Please note any special instructions regarding access to your property such as dogs, gates, alarms, etc.)

I understand that staff will make all efforts to notify me of such site visits, but that this may not always be possible.

3. I understand that unless this is a fixed fee application, the money I have submitted constitutes a deposit and that costs necessary to process the application will be billed against this deposit. The County will bill charges for County staff time spent processing this application at an hourly rate that represents salary plus overhead and will bill consultant charges at actual cost. In addition, the County will bill direct costs, including but not limited to actual costs of mailing or publication of notices or actions, against the deposit.

The deposit is based on the typical time it takes to process an application similar to mine. However, processing time can vary depending on the specifics of an application and it is possible, particularly if my application becomes controversial, that the processing time, and thus the cost, may exceed the estimated time. If this happens, I am responsible for the additional costs. When costs approach the amount of my deposit, the County will notify me and request an additional deposit based on the County's best estimate of the additional time necessary to complete the application review.

It is also possible that the costs to process my application will be less than the deposit. If this happens the County will refund the balance of my deposit, less additional post-approval costs such as landscape inspections, after the appeal period for the approval has passed. Should I withdraw my application, County staff will stop working on it and refund the balance of my deposit less any costs to which the County has committed as of the date of withdrawal, such as costs of publication.

I further understand that I am liable for the cost of processing my application regardless of whether the County approves, approves with modifications, or denies my application, and that all applications approved by the County will be conditioned to require that the County be made whole for any costs of processing the application that may be outstanding.

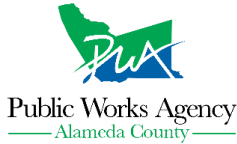
4. I understand that acceptance of this application and accompanying material does not constitute acceptance of this application as complete. I further understand that although my application may be deemed complete for purposes of initial review, it is possible that I may need to submit additional information as the review proceeds or after final action on my application before I can implement my project, including but not limited to the following:

- Additional information as needed to complete an environmental review under the California Environmental Quality Act;
- Additional information as needed to clarify the application or address questions raised either as a result of responses received from the referral of my application to other public agencies and interested parties or in response to issues raised at public hearings by members of the hearing body or the general public who submit written or oral testimony at the hearings;
- Final information that will be necessary to meet Public Works Agency Stormwater Management requirements;
- Revised plans, elevations, or other material necessary to illustrate or otherwise conform to changes that the final approval body makes to my original submittal;
- Additional material, such as landscape or drainage improvement plans, that may be required under a condition or provision of approval.

I understand that delay of information submittal or submittal of inaccurate information may delay the review process.

5. I understand that if I make changes in proposed plans during the review process or in approved plans before construction permits are issued, during construction, or prior to final inspection and occupancy, such changes will require additional design review by County staff and the advisory and approval bodies. It is my responsibility to submit such revised plans to County staff in a timely manner. This may require four to six or more additional weeks of review and processing time from the time I submit complete plans. Depending on the final outcome of the approval process, I may have to submit revised plans consistent with that action as noted above. In addition, any unauthorized building, demolition, grading, landscaping, or other site plan changes made during the review period will require correction at my expense.
6. I understand that any representations made to me in a pre-application meeting or otherwise prior to or during the application review process regarding cost or timing are best-guess estimates and that I cannot bind or hold the County to them. I understand that factors such as changes to my project or issues raised by approval bodies or members of the public during the review process, including at public hearings, can extend the time necessary to complete the review and reach a decision on my application.
7. Furthermore, I hereby agree to hold the County harmless from all costs and expenses, including attorney's fees, that the County incurs or held to be the liability of the County in connection with the County's defense of its actions in any proceeding brought in any State or Federal Court challenging the County's actions with respect to my project. This includes but is not limited to actions brought pursuant to the California Environmental Quality Act, the Alameda County Zoning Ordinance, or other State and County code and ordinance requirements. If I fail to defend adequately the County, the County may provide its own legal defense and subdivider or its successors shall be responsible for the County's reasonable attorneys' fees. This agreement to hold the County harmless shall extend to any successors in interest to this application. I agree that if this application is signed by more than one person the obligations and liabilities of each person is joint and several, with each person being responsible for the entire obligation.

Applicant Signature:	Date:
Landowner Signature:	Date:



STORMWATER CHECKLIST FOR C.6/C.3 COMPLIANCE

The purposes of this Checklist are 1) to provide a summary of the requirements for obtaining County C.6 and C.3 Stormwater Permits, 2) to indicate whether the project described below will be subject to either or both of these Permits, 3) to provide a summary listing of standard design guidelines for permanent C.3 measures, and 4) to serve as a record of conditional approval by PWA of the proposed temporary and permanent Best Management Practices (BMPs) for the control of stormwater runoff, as described in the preliminary Stormwater Plans referenced below.

Instructions: Complete this Checklist for all projects, including demolition, that are or will be subject to a County Building Permit (and/or a County Planning review and approval). Provide all of the requested information, and answer all of the questions. *Make sure that this Checklist is consistent with all other plans and documents included in the submittal package.*

Failure to submit a complete and consistent Checklist will result in a delay in the review and approval of the project. If you have any questions about this Checklist, or about Provisions C.6 and C.3 of the Municipal Regional Stormwater Permit, call the PWA Land Development Division at (510) 670-5480.

SECTION A, GENERAL PROJECT INFORMATION:

A.1	Site Address(es) or APN(s):	
A.2	Applicant Name & Contact Information:	
A.3	General Description of Project: (Subdivision, CUP, SDR, Building, Addition, etc.)	
A.4	Project PLN or BID Number (if assigned):	

SECTION B, DEVELOPMENT INFORMATION:

		YES	NO
B.1	Does the proposed project include a subdivision, realignment, combining, or other adjustment of the <u>existing legal</u> site boundaries (as defined by A.1 above)? If “yes,” attach sketches of the existing boundaries vs. the proposed boundaries. Go to B.2.		
B.2	Attach a sketch (or mark up the sketch provided in B.1) describing the location and nature of all <u>existing</u> development on the proposed site. Was any of this previous development designed and constructed in compliance with Provision C.3? If “yes,” provide a reference to previous County approvals or permits: _____; Go to B.3.		
B.3	The determination of whether a proposed project is required to incorporate permanent Best Management Practice (BMP) stormwater measures in one or more of the four categories described in Provision C.3 (Site Design, Source Control, Treatment, and Hydromodification Management) is dependent upon the location of the site, the planned usage, and the amount of new (or replaced) impervious surface (IS) on the site; see the following table: Go to B.4.		

Planned Usage of Site	Required Permanent BMPs	Threshold for Incorporation of Low Impact Development (LID) Measures	Threshold for Incorporation of Hydro-modification Management (HM) Controls
Standalone Single Family Dwelling	<ul style="list-style-type: none"> Site Design per Building Ordinance (See Section D of this Checklist) Source Controls per Building Ordinance (See Section E) 	N/A; LID Treatment not required	HM req'd when total new and recreated IS > 1 acre, except: <ul style="list-style-type: none"> Post-project IS < pre-project. Project is located in a catchment that drains to a hardened facility. Project drains to a tidal channel. Project is in a catchment that is highly developed.
Restaurant, Retail Gas Station, or Auto Service Facility	<ul style="list-style-type: none"> Ditto above, plus: LID Treatment if IS exceeds threshold 	5000 sq. ft. of new and recreated IS on site	
Uncovered Parking Lot	Ditto	Ditto	
Other (new development)	Ditto	10000 sq. ft. of new and recreated IS on site	
Other (redevelopment)	Ditto	Ditto, plus LID Treatment may be required for preexisting IS	

		YES	NO
B.4	Does the proposed project include the construction of a new access roadway/sidewalk(s) serving two or more sites (or two or more buildings on the same site) with a footprint of 10,000 sq. ft. or more (or the construction of 10,000 sq. ft. or more of additional travel lanes on an existing access roadway)? Go to B.5.		
B.5	<p>If you answered “yes” to B.4, or if the proposed project is classified as (or includes) one of the usage categories that could require LID and/or HM measures per the table in B.3, you may be required to construct permanent BMPs. Describe the nature and size of the project on the following lines:</p> <hr/> <hr/> <p><i>Note that stormwater run-on from adjacent properties must either be safely blocked away from any on-site drainage area requiring LID/HM, or included in the design of the said LID/HM system. If run-on diversion or collection is part of the project, be sure to include a complete description of this sub-system.</i></p> <p>Go to B.6.</p> <p>-----</p> <p>If you answered “no” to B.4 and if the proposed project is not over one of the LID thresholds indicated in the B.3 table, you may be exempt from having to construct permanent BMPs.</p> <p><i>Note that in the event that the proposed project consists of an under-the-threshold improvement of a larger site that would eventually require compliance with LID/HM, you should be prepared to discuss why this project should not be considered as an initial phase of a potential long-term compliant improvement of the site.</i></p> <p>Skip B.6 and B.7, and go to B.8.</p>		

<p>B.6</p>	<p>If it appears that you may be required to provide permanent BMPs per B.5 above, does the proposed project include any “redevelopment” per the following definition?</p> <p>“Redevelopment is any land-disturbing activity that results in the creation, addition, or replacement of exterior impervious surface area on a site on which some past development has occurred.”</p> <p>If “yes,” describe the planned redevelopment on the following lines, or attach a sketch (or mark up the sketch provided in B.2): _____</p> <p>_____ Go to B.7.</p> <p>-----</p> <p>If “no,” skip B.7 and go to B.8.</p>		
<p>B.7</p>	<p>If you answered “yes” to the redevelopment question in B.6, will this redevelopment result in the alteration of 50% or more of the pre-existing impervious surfaces on the <u>existing</u> site? If “yes,” the project must be designed to provide LID measures for the entire site, including the runoff from the existing impervious surfaces.</p> <p><i>Note that “routine maintenance and repair” of existing buildings, parking lots, driveways, or other facilities <u>may</u> not be considered an alteration, but only with the concurrence of the County. If you are claiming an exemption for routine maintenance and repair, attach a detailed description and sketch.</i></p> <p><i>Make sure that your answer is consistent with the information provided in B.2. If the existing site was previously developed in compliance with Provision C.3, all proposed redevelopment must be in compliance with LID.</i></p> <p>-----</p> <p>If “no,” and you are opting to not provide LID measures for the treatment of runoff from any existing impervious surfaces, be prepared to discuss with the Agency why this project should not be considered as a phase of a long-term project that would include bringing the entire site into compliance. Go to B.8.</p>		
<p>B.8</p>	<p>Summarizing the above, if the project involves the creation or replacement of impervious surfaces in an amount that equals or exceeds the threshold areas described in B.3 and B.4, this project may be a “Regulated Project” per the criteria in Provision C.3.b of the Municipal Regional Permit (MRP) issued by the Regional Water Quality Control Board (Region 2); if confirmed by the County following a review of this Checklist, the design and construction of the project must provide collection and treatment of stormwater runoff per Provision C.3.c (or C.3.e) of the MRP, as approved by the PWA Land Development (LD) Division and in accordance with a County C.3 Stormwater Permit issued by PWA LD. The property owner (or in some cases, the operator of the facility) will be required to enter into a recorded post-construction operating and maintenance agreement covering all of the installed site design, source control, treatment, and/or hydromodification management measures; PWA LD will provide detailed instructions for the preparation of this agreement as part of the Permit process. See Attachment C to this Checklist for a sample copy of a typical agreement.</p> <p><i>In the event that the project is determined to not be a Regulated Project, you may still be required to incorporate temporary and/or permanent BMPs in accordance with a County Permit(s). Go to B.9.</i></p>		
<p>B.9</p>	<p>Does the proposed project involve the disturbance of one acre or more of land surface? If “yes,” you will be required to file a “Notice of Intent (NOI)” with the State Water Resources Control Board, and upon acknowledgement of the NOI by this Board, the construction work will be subject to the constraints of the State Construction General</p>		

	<p>Permit. You will also be required to take out a County C.6 Stormwater Permit; <i>check with the Land Development Division at (510) 670-5480 to determine the application requirements for this permit. Skip B.10 and B.11 and go to B.12.</i></p> <p>-----</p> <p>If “no,” go to B.10.</p>		
B.10	<p>A County C.6 Stormwater Permit could also be required for a non-NOI project that involves the disturbance of land surface on a hillside; does this project involve the disturbance of 5,000 sq. ft. or more of land surface on property that contains a slope of 15% or more? If “yes,” you will be required to take out a County C.6 Stormwater Permit; <i>check with the Land Development Division at (510) 670-5480 to determine the application requirements for this permit. Skip B.11 and go to B.12.</i></p> <p>-----</p> <p>If “no,” go to B.11.</p>		
B.11	<p>If you answered “no” to both B.7 and B.8, the Agency could still require that you take out a County C.6 Stormwater Permit if the construction-related stormwater runoff from the work site could constitute a water quality hazard; <i>check with the Land Development Division at (510) 670-5480. Go to B.12.</i></p>		
B.12	<p>Summarizing Items B.9 thru B.11, is the proposed construction subject to Provision C.6 (and the issuance of a County C.6 Stormwater Permit)?</p> <p><i>Note that even if you are not required to take out a C.6 Stormwater Permit, you may still be required to implement certain construction BMPs under the regulations of the California Green Building Standards Code (CalGreen). Check with the Land Development Division at (510) 670-5480 if you have any questions about the CalGreen BMP requirements.</i></p> <p>Go to Section C.</p>		

SECTION C, DESIGN GUIDELINES FOR PERMANENT BMPS:

		YES	NO
C.1	<p>Has the project been determined to be a “Regulated Project” per B.8 above? If “yes,” you will be required to install and maintain permanent stormwater treatment BMPs in accordance with the County standards and guidelines. Go to C.2.</p> <p>-----</p> <p>-----</p> <p>If “no,” skip the rest of this Section C and go directly to Section D.</p>		
C.2	<p>Unless otherwise approved by PWA LD, permanent treatment BMPs are limited to the methods and categories listed in the first two columns of the following table, and each such BMP should be designed in accordance with the references listed in the third column, subject to the restrictions shown in the fourth column of the table. Go to C.3.</p>		
Treatment Method²	Category	Standard Design¹	Restrictions^{1, 2}
Harvesting & Use	Irrigation	Section 6.9	County will not approve Harvesting and Use systems for indoor uses. See Section 6.9 for restrictions on irrigation use.

Infiltration	Infiltration Trench	Section 6.4	Irrigation Trenches in areas of USDA Type C or D soil (or where in-situ test shows percolation rate < 0.5 in./hr.) must be approved by a geotechnical engineer.
	Stormwater Drainage Well (Dry Well)	Section 6.4 and Appendix F	See Appendix F.
Evapotranspiration	Interceptor Tree	Section 4.5	See Section 4.5.
Bioretention	Bioretention Area (BRA)	Section 6.1	<ul style="list-style-type: none"> • BRAs must be lined and drained by means of a subdrain installed at the bottom of the rock layer and resting on the liner unless an in-situ test indicates Ksat > 1.6 in./hr. • BRAs must be irrigated per County WELO unless otherwise approved by a landscape architect. • No large trees may be planted within the treatment area of a BRA. • BRAs may not be located within 10' of a building unless otherwise approved by a geotechnical engineer. • BRAs must be flat-bottomed, and must provide a minimum of 3" of freeboard above the rim height of the overflow inlet. • See Section 6.1 for additional restrictions.
	Flow-through Planter	Section 6.2	<ul style="list-style-type: none"> • Same as the first five BRA bullets, except that Planters may be installed adjacent to a building foundation, subject to the approval of the Building Official. • See Section 6.2 for additional restrictions.
	Non-proprietary Tree Well Filter	Section 6.3	<ul style="list-style-type: none"> • Same as the first five BRA bullets, except that Tree Filters may be installed adjacent to a building foundation, subject to the approval of the Building Official. • Proprietary Tree Filters, such as Filterra units, may only be used in approved "Special Projects;" see Section F. • See Section 6.3 for additional restrictions.
All			<ul style="list-style-type: none"> • All permanent treatment BMPs must be located so that they will be easily accessible following construction by means of an unhindered hardscape path or accessway. • Full unhindered post-construction access must also be provided to all areas and features intended to provide pre-treatment or retention of stormwater. In particular, any underground facility that is designed to retain treated stormwater must be designed and located so as to allow regular inspections and controls for the purpose of mosquito abatement. • Permanent treatment BMPs should be designed in conjunction with the siting requirements of other agencies and departments, including but not limited to the following: <ul style="list-style-type: none"> ○ County Fire may require impervious emergency accessways.

	<ul style="list-style-type: none"> ○ County Environmental Health may require setbacks from on-site wastewater treatment systems.
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*Notes: 1. All Section references are to the Alameda County *Clean Water Program C.3 Technical Guidance*.
2. Other permanent treatment BMP's, such as Green Roofs, Subsurface Infiltration Vaults, Proprietary Tree Filters, Proprietary Media Filters, Exfiltration Basins, Hydrodynamic Separators, or Drop-in Filters may be approved by PWA for use in special circumstances, or as pre-treatment measures in a treatment train with a "standard" BMP. *Check with the Land Development Division before proposing any of these "special" BMPs.*

		YES	NO
C.3	<p>Are the proposed permanent treatment BMPs in compliance with C.2? If "yes," describe the planned BMPs, including any planned pre-treatment measures, or attach a sketch:</p> <p>_____</p> <p>_____</p> <p><i>Note that all proposed permanent treatment BMPs will be formally subject to approval through the review and issuance of the C.3 Stormwater Permit. Check with the Land Development Division at (510) 670-5480 if you have any questions about the requirements for this permit.</i></p> <p>Go to C.4.</p> <p>-----</p> <p>If "no," explain why the proposed design cannot comply with County standards:</p> <p>_____</p> <p>_____</p> <p>Go to C.4.</p>		
C.4	<p>If the planned permanent treatment BMPs are intended to discharge to on-site or off-site drainage facilities or waterways, the project may be required to incorporate additional on-site retention of the treated stormwater prior to such discharge. Contact the Land Development Division at (510) 670-5480 if any of the following conditions apply:</p> <ol style="list-style-type: none"> 1. The project is subject to the requirements of Provision C.3.g, Hydromodification Management, of the MRP; see Attachment B to this Checklist for a summary of those requirements. 2. The planned discharge point is located within a designated Special Flood Hazard Area on the current FEMA Flood Insurance Rate Map. 3. The planned discharge flow rate or volume exceeds the pre-construction discharge flow rate or volume from the site. <p><i>Note that the Land Development Division may require the incorporation of hydromodification (HM) controls and/or modification of the County stormdrain system as necessary to protect public health and safety.</i></p> <p><i>Note also that all proposed permanent stormwater retention and other HM features will be formally subject to approval through the review and issuance of the C.3 Stormwater Permit described in C.3 above.</i></p> <p>Go to C.5.</p>		
C.5	<p>Most projects that require the incorporation of permanent treatment BMPs will be subject to a formal operation and maintenance (O. & M.) agreement between the property owner (or operator) and the County. This agreement will cover the treatment BMPs, the related site design measures (as described in Section D), any source control features or practices (as described in Section E), and will be subject to continuing inspection and</p>		

	<p>enforcement by the County and by the State. The preparation of the draft agreement will typically be a requirement of a Final Map or a Parcel Map for a subdivision project, but the completion of the actual O. & M. agreement will be based upon the as-built configurations of the various BMPs, measures, and features and will be a condition of the C.3 Stormwater Permit. See Attachment C to this Checklist for a sample copy of a typical O. & M. agreement.</p> <p>Go to Section D.</p>	
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SECTION D, DESIGN REQUIREMENTS FOR SITE DESIGN:

D.1	<p>If you answered “yes” to C.1, or if the project will create or replace 2500 sq. ft. or more of impervious surface, the project must incorporate one or more of the following site design measures:</p> <ol style="list-style-type: none"> 1. Direct roof runoff into cisterns or rain barrels for reuse. 2. Direct roof runoff onto vegetated areas. 3. Direct runoff from sidewalks, walkways, and/or patios onto vegetated areas. 4. Direct runoff from driveways and/or uncovered parking lots onto vegetated areas. 5. Construct sidewalks, walkways, and/or patios with permeable surfaces. 6. Construct bike lanes, driveways, and/or uncovered parking lots with permeable surfaces. <p><i>Note that in the event that the project is required to install permanent treatment BMPs per C.2, this requirement to install additional site design measures could be superseded; e.g., a regulated project would be required to collect roof runoff for discharge to a formal biotreatment or infiltration BMP facility rather than for discharge to vegetation.</i></p> <p>If you are planning to construct site design measures, describe them on the following lines, or include a sketch: _____</p> <p>_____</p> <p>_____</p> <p>-----</p> <p>If you are not planning to construct site design measures, provide an explanation on the following lines:</p> <p>_____</p> <p>_____</p> <p>Go to Section E.</p>	
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SECTION E, DESIGN REQUIREMENTS FOR SOURCE CONTROL:

		YES	NO
E.1	Does the proposed project include any of the following features or facilities (<u>new or existing</u>)?		
E.1.a	<u>Motor vehicle fueling station?</u> If “ yes ,” see Sections 1., 2., 3., and the other sections of Attachment A to this Checklist for the specific source control design requirements; if “ no ,” go to E.1.b.		
E.1.b	<u>Food preparation area or area for cleaning of food processing equipment?</u> If “ yes ,” see Section 1. and the other sections of Attachment A; if “ no ,” go to E.1.c.		

E.1.c	<u>Enclosure for the storage of dumpsters or trash/waste containers – or compactor enclosure?</u> If “yes,” see Section 1. and the other sections of Attachment A; if “no,” go to E.1.d.		
E.1.d	<u>Commercial car wash – or exterior wash area for vehicles or equipment?</u> If “yes,” see Sections 1., 3., and the other sections of Attachment A; if “no,” go to E.1.e.		
E.1.e	<u>Swimming pool, hot tub, fountain, or other water feature?</u> If “yes,” see Section 1. and the other sections of Attachment A; if “no,” go to E.1.f.		
E.1.f	<u>Motor vehicle repair garage?</u> If “yes,” see Section 2. and the other sections of Attachment A; if “no,” go to E.1.g.		
E.1.g	<u>Outdoor storage or processing area?</u> If “yes,” see Section 4. and the other sections of Attachment A; if “no,” go to E.1.h.		
E.1.h	<u>Loading dock or other material transfer area?</u> If “yes,” see Section 4. and the other sections of Attachment A; if “no,” go to E.1.i.		
E.1.i	<u>Air conditioning?</u> If “yes,” see Section 5. and the other sections of Attachment A; if “no,” go to E.1.j.		
E.1.j	<u>Storm drain inlet?</u> If “yes,” see Section 6. and the other sections of Attachment A if “no,” go to E.2.		
E.2	If you answered “yes” to any part of E.1, describe on the following lines the source control measure(s) that you are planning to construct: _____ _____ _____ Go to Section F.		

SECTION F, DESIGN REQUIREMENTS FOR ALTERNATIVE COMPLIANCE:

		YES	NO
F.1	<p>If you answered “no” to C.3, you may be required to provide alternative or in-lieu permanent treatment BMPs per Provision C.3.e of the MRP; however, any such alternative or in-lieu measures will only be approved upon a finding, by the Agency, of infeasibility to provide fully compliant BMPs per Provision C.3.c of the MRP. Are you planning to include alternative or in-lieu BMPs? If “yes,” schedule a meeting with the Land Development Division at (510) 670-5480 to review the project scope.</p> <p><i>Note that a finding of infeasibility will require a complete analysis of the project, including but not limited to, the considerations of a possible reduction of the post-construction footprint and/or a minimization of impervious surfaces. Also note that any proposed off-site in-lieu treatment measures will only be allowed on property that is 1) located within the same watershed as the primary site, and 2) under the control of the owner of the primary site.</i></p> <p>Go to Section G.</p>		

SECTION G, SUBMITTAL AND TENTATIVE APPROVAL:

Name of person submitting this Checklist: _____

If this is not the applicant identified in A.2, provide explanation and contact information on the following lines:

Signature of person submitting this Checklist: _____

(Before you sign, verify that all Sections are complete.)

Name of County employee receiving this submittal: _____.

This Checklist is: accepted, with the following conditions:

Construction/demolition approval is contingent upon the issuance of a C.6 Stormwater Permit.

Final design approval is contingent upon the issuance of a C.3 Stormwater Permit.

not accepted, for the following reasons:

PWA Land Development _____

(Name and Signature)

Attachments:

A, Source Control Design Requirements.

B, Hydromodification Management (C.3.g) Requirements.

C, Sample Format, Post-Construction Operation and Maintenance Agreement

Source Control Requirements

(The following requirements are referenced from the County Building Code, Chapter 15.08, Section 15.08.200, of the County General Ordinance Code. Check the County website to see recent Code revisions.)

1. Discharges. Discharges from the following sources shall be plumbed to the sanitary sewer or on-site wastewater treatment system (OWTS), subject to the processes and standards of the applicable sanitary district or agency:

1. Fueling pads in a motor vehicle fueling station shall be sloped at least 1% to a centrally located floor drain or drains. The pad area shall encompass the length at which each fuel dispensing hose and nozzle assembly can be operated plus one foot (305 mm), but in no case shall the pad be less than 6 feet 6 inches (1981 mm) from the corner of each dispensing pump. Stormwater runoff from all contiguous paved areas shall be intercepted and directed away from the fueling pad through the use of grade breaks, valley gutters, and/or curbs.
2. Floor drains located within the food preparation areas of restaurants or other food processing facilities and within any other areas used for the cleaning of floor mats, equipment, hood filters, or other food preparation utensils, including covered outdoor wash racks. Signs shall be posted within the food preparation and processing areas indicating that cleaning of such mats, equipment, filters, and utensils shall be conducted within the designated cleaning area(s).
3. Dumpster drips from covered trash, food waste, and compactor enclosures.

Exception: *Enclosures that will be used to house dumpsters or other containers that will be used only for handling dry, stable materials such as paper and cardboard waste that, in the judgment of the building official, would not constitute a pollution hazard to the stormwater collection system, may not be required to plumb the floor of the enclosure to the sanitary sewer or OWTS, provided that the owner of the property furnishes the building official with a signed statement indicating that such limited usages shall be maintained and that a program of regular dry sweeping and cleanup of the area will be implemented.*

4. Discharges of wash water from covered commercial car washes or from other covered outdoor wash areas for vehicles, equipment, and accessories.
5. Water from swimming pools, hot tubs, spas, and fountains.

Exception: *Water from swimming pools, hot tubs, spas, and fountains may be discharged to on-site vegetated or landscaped areas, provided that such areas can accept the discharge without allowing it to overflow to the stormwater collection system, a waterway, or property owned by others.*

6. Water from the testing and flushing of fire sprinkler systems and other fire service lines.

Exception: *Water used in the periodic post-installation testing of sprinkler systems may be discharged to on-site vegetated or landscaped areas, provided that such areas can accept the discharge without allowing it to overflow to the stormwater collection system, a waterway, or property owned by others, or it may be discharged to an approved on-site stormwater treatment measure, subject to the approval of the building official.*

2. Motor vehicle repair garages. Repair garages shall be covered and shall provide secondary containment for any areas where motor oil, brake fluid, gasoline, diesel fuel, radiator fluid, battery acid or other hazardous materials or wastes are used or stored. The floors of repair garages and any tanks, containers, and sinks used for parts cleaning or rinsing shall not drain to the stormwater system and may only be connected to the sanitary system or OWTS when so approved by the applicable sanitary

district or agency and allowed by an industrial waste discharge permit issued by the State Water Resources Control Board.

3. Motor vehicle fueling station canopies. Station canopies shall be sized to cover the entire fueling pad area, as defined in Section 458.4(1), plus the width of the adjacent grade breaks, valley gutters, and/or curbs, and shall not drain into the fueling pad area.

4. Outdoor facilities and loading docks. Outdoor facilities used for material storage or transfer, trash storage, cleaning, repair, processing, fueling or other similar activities, including loading docks, the stormwater runoff from which, in the judgment of the building official, would constitute a pollution hazard to the stormwater collection system, shall be covered, drained, and protected from stormwater run-on in accordance with standards developed for this purpose by the director of public works. Said cover or canopy shall be sized to cover the entire area, including the curbs, grade breaks, or valley gutters, and to overhang any wall openings by at least 12 inches.

5. Air Conditioning or equipment condensate. Condensate from air conditioning units or other equipment shall be directed to landscaped areas or the ground. Discharge to a storm drain system may be allowed if discharge to landscaped areas or the ground is not feasible.

6. Marking of stormdrain inlets. New and existing on-site stormdrain covers and inlets shall be permanently marked with the legend, "Do Not Dump — Drains to Bay," or equivalent, for projects located in watersheds that discharge to San Francisco Bay. Covers and inlets in watersheds that do not discharge to San Francisco Bay shall be marked "Do Not Dump."

C.3.g Hydromodification Management (HM) Requirements

(The following requirements are summarized from Provision C.3.g of the Municipal Regional Stormwater Permit (MRP) issued by the Region 2 Water Quality Control Board. See the MRP for the complete list of requirements.)

- 1. HM Projects.** See the table in Section B.3 of the Checklist.
- 2. HM Standards.**
 1. Stormwater discharges from a HM Project shall not increase the pre-project erosion potential of the receiving waterway.
 2. Flow rate and volume of stormwater discharges from a HM project shall not exceed the estimated pre-project flow rate and volume where such increase(s) could result in erosion, sedimentation, or other degradation of downstream waterways. Post-project projected discharge rates and durations shall match the pre-project rates and durations over the range of 10% of the pre-project 2-year peak flow up to the pre-project 10 year peak flow.
- 3. HM Controls.**
 1. On-site HM controls may consist of specific retention structures, the controls inherent in the treatment measures, and other hydrologic source controls (such as vegetative swales, pre-treatment screens, energy dissipaters, etc.).
 2. In-stream measures intended to improve the conveyance of the post-project flows can only be applied in a downstream waterway that is either already hardened or is already impacted by erosive flows.

Post-Construction Operation and Maintenance Agreement Format

(The following format is for information only; the actual draft Agreement will be prepared by PWA, following final design approval of the post-construction BMP treatment, site design, source control, and hydromodification management control measures. The Agreement, if applicable, must be signed by the parties (Owner and County) and recorded as a condition of the closeout of the County C.3 Stormwater Permit.)

Note that the BMPs and measures that will be subject to post-construction inspections and other enforcement actions under the Agreement will be determined, by PWA, on a case-by-case basis – and that the format, terms, and conditions of each Agreement will be modified as necessary to match the as-built state of the treatment, site design, source control, and hydromodification management features/practices/measures for the specific project.

<p>Recording requested by and after recording return to:</p> <p>County of Alameda Public Works Agency 399 Elmhurst Street Hayward, CA 94544 Attn: QIC:</p>	<p>THIS SPACE FOR RECORDER’S USE ONLY</p>
---	---

PLN: _____ **BLD:** _____ **SWP:** _____ **WO:** _____

Tract # or Parcel # (if applicable): _____

Address(s): _____

APN(s): _____

AGREEMENT
FOR SITE DESIGN AND THE MAINTENANCE OF STORMWATER TREATMENT MEASURES [insert “, **PERVIOUS PAVEMENT SYSTEMS**” and/or “, **HYDROMODIFICATION MANAGEMENT CONTROLS**” as applicable.]

This Agreement for Site Design and the Maintenance of Stormwater Treatment Measures [insert “, Pervious Pavement Systems” and/or “Hydromodification Management Controls” as applicable] is entered into this _____ date of _____, 201____ by and between the County of Alameda, a municipal corporation, (“County”) and [insert name of property owner], a [explain type of legal entity (partnership, corporation, etc.)] (the "Property Owner").

RECITALS

WHEREAS, on October 14, 2009, the Regional Water Quality Control Board, San Francisco Bay

Region, adopted Order R2-2009-0074, CAS612008, issuing the San Francisco Bay Municipal Regional Stormwater National Pollutant Discharge Elimination System Permit (MRP) for the municipalities and countywide clean water programs in Alameda County, Contra Costa County, San Mateo County, Santa Clara County, the cities of Fairfield and Suisun City, and the City of Vallejo and the Vallejo Sanitation and Flood Control District; and

WHEREAS, on November 19, 2015, the Board adopted Order R2-2015-0049, CAS612008, reissuing the MRP; and

WHEREAS, the County of Alameda is a member agency of the Alameda Countywide Clean Water Program and a Permittee to the MRP; and

WHEREAS, Provision C.3.h. of this MRP, and as it may be amended or reissued, requires the County to provide minimum verification and access assurances that all stormwater treatment measures (STMs) [insert “, pervious pavement systems (PPSs)” and/or “hydromodification management controls (HMCs)” as applicable] shall be adequately operated and maintained by persons and entities responsible for the STMs [insert “, PPSs” and/or “HMCs” as applicable]; and

WHEREAS, Property Owner is the owner of real property commonly known as [insert property address(es) and assessor's parcel number(s)] (the “Property”), and more particularly described in the attached **Exhibit A**, upon which site design and STMs [insert “, PPSs” and/or “HMCs” as applicable] are located and constructed, as shown in **Exhibit B** (the “Stormwater Management Plan”); and

WHEREAS, the Property Owner, its administrators, co-owners, executors, successors, heirs, assigns or any other persons, including any homeowners or property owners association (hereinafter collectively referred to as “Property Owner”) recognizes that the implemented site design must be retained and that the STMs [insert “, PPSs” and/or “HMCs” as applicable], more particularly described and shown on **Exhibit B**, of which full-scale plans and any amendments thereto are on file with the Clean Water Department of the County Public Works Agency [insert “and at _____, the on-site offices of the Property Owner” as applicable] must be installed and maintained as indicated in this Agreement and as required by Provision C.3.h. of the MRP;

WHEREAS, the Property Owner agrees that the health, safety and welfare of the citizens of the County require the site design be retained and STMs [insert “, PPSs” and/or “HMCs” as applicable] detailed in the Stormwater Management Plan shall be constructed and maintained on the Property; and

WHEREAS, provisions of Chapter 13.08 of the General Ordinance Code of the County, and other County criteria, guidelines, and directions require that the site design be retained and STMs [insert “, PPSs” and/or “HMCs” as applicable], detailed in the approved Stormwater Management Plan, maintained by the Property Owner;

NOW, THEREFORE, in consideration of the benefit received by the Property Owner as a result of the County’s issuance of a Stormwater Permit under Work Order F15W?? , the Property Owner hereby covenants and agrees as follows:

SECTION 1: CONSTRUCTION OF SITE DESIGN AND STMs [insert “, PPSs” and/or “HMCs” as applicable]

The site design and the STMs [insert “, PPSs” and/or “HMCs” as applicable] shown on the Stormwater Management Plan shall be constructed or caused to 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 County in conformance with appropriate County ordinances, guidelines, criteria and other written direction.

SECTION 2: OPERATION & MAINTENANCE RESPONSIBILITY

By its signature hereunder, the Property Owner agrees to accept responsibility for operation and maintenance of the STMs [insert “, PPSs” and/or “HMCs” as applicable] as set forth in this Agreement until the responsibility is legally transferred to another entity. Prior to transferring title for all or any part of the Property, Property Owner shall provide written notice of the Agreement to the transferee and provide the County a copy of such notice.

By its signature hereunder, the Property Owner agrees to accept responsibility for operation and maintenance of the STMs [insert “, PPSs” and/or “HMCs” as applicable] as set forth in this Agreement until the responsibility is legally transferred to another entity. Prior to transferring title for all or any part of the Property, Property Owner shall provide written notice of the Agreement to the transferee and provide the Clean Water Department, Alameda County Public Works Agency, 399 Elmhurst St. Hayward, CA. 94544 a copy of such notice. Additionally, immediately after legal transfer, the new owner(s) shall become responsible for sharing the costs of maintaining the STMs [insert “, PPSs” and/or “HMCs” as applicable].

SECTION 3: MAINTENANCE OF STMs [insert “, PPSs” and/or “HMCs” as applicable]

The Property Owner shall not destroy or remove the STMs [insert “, PPSs” and/or “HMCs” as applicable] from the Property nor modify them or their drainage area in a manner that lessens their effectiveness. The Property Owner shall, at its sole expense, adequately maintain the STMs [insert “, PPSs” and/or “HMCs” as applicable] in good working order satisfactory to the County and in accordance with all applicable Federal, state and local laws and regulations and the maintenance plan, attached hereto as **Exhibit C**, which is incorporated herein by this reference. This includes maintenance for all pipes, channels roof drains, gutters, downspouts, sumps, pumps or other conveyances built to convey stormwater to and from the STMs [insert “, PPSs” and/or “HMCs” as applicable] as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater runoff. At a minimum, adequate maintenance requires that the Property Owner maintain the described facilities in good working condition so that these facilities continue to operate as originally designed and approved. The Property Owner must abide by the detailed description of and schedule for long-term maintenance activities in the maintenance plan attached hereto. In the event the STMs [insert “, PPSs” and/or “HMCs” as applicable] are destroyed, damaged, removed, or modified in a manner that lessens their effectiveness, the Property Owner, at its sole expense, shall restore them such that they perform as intended.

SECTION 4: NECESSARY CHANGES AND MODIFICATIONS

At its sole expense, the Property Owner shall make changes or modifications to the STMs [insert “, PPSs” and/or “HMCs” as applicable] and/or the long-term Maintenance Plan, **Exhibit C**, as may be determined to be reasonably necessary by the County to ensure that the STMs [insert “, PPSs” and/or “HMCs” as applicable] are properly maintained and continue to operate as originally designed and approved.

If the Property Owner desires to modify the STMs [insert “, PPSs” and/or “HMCs” as applicable] or associated drainage areas in any way, the Property Owner must submit a building permit, plumbing permit, encroachment permit, watercourse permit, and/or stormwater permit, as applicable, complete with plans, to the County for approval.

Any modifications to this Agreement determined to be reasonably necessary by the County shall be made in writing and the modified Agreement or amendment shall be signed, notarized and recorded in the Alameda County Recorder’s Office.

SECTION 5: SEDIMENT MANAGEMENT

Sediment accumulation resulting from the normal operation of the STMs [insert “, PPSs” and/or “HMCs” as applicable] shall be managed appropriately by the Property Owner. The Property Owner shall 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 6: INSPECTIONS AND RECORDS

The Property Owner shall conduct all inspections of the STMs [insert “, PPSs” and/or “HMCs” as applicable] as specified by the Maintenance Plan, **Exhibit C**. The results of the inspections shall be recorded on the Inspection and Maintenance Checklist(s) identified therein.

The Property Owner shall retain each inspection record or inspection report at a location on the Property for a period of at least five (5) years. The County may request Property Owner to provide copies of any or all inspection records or reports prepared during the prior five (5) years in order to verify that inspection and maintenance of the applicable STMs [insert “, PPSs” and/or “HMCs” as applicable] have been conducted pursuant to this Agreement. Property Owner shall comply with any such request within five (5) working days.

SECTION 7: ACCESS TO THE PROPERTY

The San Francisco Bay Regional Water Quality Control Board (Water Board) and the Alameda County Mosquito Abatement District (Mosquito Abatement District) (collectively “Other Regulators”) are third-party beneficiaries of this agreement. The Property Owner hereby grants permission to the County and the Other Regulators and their authorized agents and employees to enter upon the Property at reasonable times and in a reasonable manner to inspect, assess, sample or observe the STMs [insert “, PPSs” and/or “HMCs” as applicable] in order to ensure that the STMs [insert “, PPSs” and/or “HMCs” as applicable] are being properly maintained and are continuing to perform in an adequate manner to protect water quality and the public health and safety. The permission includes the right to enter upon the Property when the County or any Other Regulator has a reasonable basis to believe that a violation of this Agreement, the County’s stormwater management ordinance, guidelines, criteria, other written direction, or the San Francisco Bay Regional Municipal Stormwater Permit (Water Board Order R2-2015-0049, and any amendments or re-issuances of this permit) is occurring, has occurred, or threatens to occur. The County and Other Regulators 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. Whenever possible without adversely affecting public health and safety, the County or Other Regulator shall provide reasonable notice to the Property Owner before entering the property, shall provide reasonable opportunity for the Property Owner to abate non-emergency violations, and shall make an effort to minimize interference with the Property Owner’s use of the Property and the STMs [insert “, PPSs” and/or “HMCs” as applicable].

SECTION 8: FAILURE TO MAINTAIN STORMWATER TREATMENT MEASURES

In the event the Property Owner fails to maintain the STMs [insert “, PPSs” and/or “HMCs” as applicable] as shown on the approved Stormwater Management Plan or comparable document in good working order acceptable to the County and in accordance with the maintenance plan incorporated in the Agreement, the County, 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 STMs [insert “, PPSs” and/or “HMCs” as applicable] to good working order, at Property Owner’s sole cost, and subject to reimbursement to the County as provided herein, in addition to all other rights and remedies available in law and in equity, including, but not limited to, fees, fines, and sanctions provided for in Chapter 13.08 of the General Ordinance Code. Prior notice will not be necessary if emergency conditions require immediate remedial action. This provision shall not be construed to allow the County to erect any structure of a permanent nature on the Property. It is expressly understood and agreed that the County is under no obligation to maintain or repair the STMs [insert “, PPSs” and/or “HMCs” as applicable] and in no event shall this Agreement be construed to impose any such obligation on the County.

SECTION 9: REIMBURSEMENT OF COUNTY EXPENDITURES

In the event the County, pursuant to the Agreement, performs work of any nature (direct or indirect), including any inspections or any actions it deems necessary or appropriate to return the STMs [insert “, PPSs” and/or “HMCs” as applicable] to good working order as specified 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 County within thirty (30) days of receipt thereof for the costs incurred by the County hereunder. If these costs are not paid within the prescribed time period, the County may assess the Property Owner the cost of the work, both direct and indirect, along with any applicable penalties. Said assessment shall be a lien against the Property, or prorated against the beneficial users of the Property or may be placed on the property tax bill and collected as ordinary taxes by the County. The actions described in this section are in addition to and not in lieu of any and all legal remedies as provided by law or available to the County as a result of the Property Owner’s failure to maintain the STMs [insert “, PPSs” and/or “HMCs” as applicable].

SECTION 10: INDEMNIFICATION

The Property Owner shall indemnify, hold harmless and defend the County and its authorized agents, officers, officials and employees (collectively “County Parties”) from and against any and all claims, demands, suits, damages, liabilities, losses, accidents, casualties, occurrences and payments, including attorney’s fees and court costs, claimed or which might arise or be asserted against the County Parties that are alleged or proven to result from the construction, presence, existence or maintenance of the STMs [insert “, PPSs” and/or “HMCs” as applicable] on the Property as provided for in this Agreement by the Property Owner or from the performance by the County of maintenance or repair activities at the Property as described in Section 8 above (collectively “Claims”). In the event a third party claim is asserted against any or all of the County Parties, the County shall promptly notify the Property Owner and, subject to the conditions herein, the Property Owner shall defend at its own expense any suit based on such claim; and if any judgment or claims against any or all County Parties 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’s fees and court costs claimed which arise due solely to the negligence or willful misconduct of any or all of the County Parties.

SECTION 11: NO ADDITIONAL LIABILITY

It is the intent of this Agreement to insure the proper maintenance of the STMs [insert “, PPSs”

and/or “HMCs” as applicable] 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 be caused by stormwater runoff.

SECTION 12: PERFORMANCE FINANCIAL ASSURANCE

The County may, but is not required to, 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 County’s ordinances, guidelines, criteria, or written direction.

The following Section 13 transfer provision must be written to align with the level of owner’s responsibility (single property owner, multiple property owners represented by a homeowners association, or multiple owners without an association) and whether, in the case of multiple ownership, the facilities, measures, and features are located “on-lot) (i.e., within individual properties) or in “common areas.”

*This first version of Section 13 is suitable for a **single property owner**, solely responsible for the fulfillment of the Agreement:*

SECTION 13: TRANSFER OF PROPERTY

This Agreement shall run with the land and shall be binding upon all heirs, successors, and assigns of Property Owner. Whenever the Property 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.

*The following version of Section 13 is suitable for an Agreement with **a HOA where at least some of the facilities, measures, or features are on-lot**. The HOA is primarily responsible for fulfilling the Agreement, but because some of the operations and maintenance activities are on the individual property, that property owner is required to acknowledge the Agreement to the County (per Exhibit E) – and the HOA is required to inform the County when the individual properties are sold or transferred (per Exhibit D):*

SECTION 13: TRANSFER OF PROPERTY

This Agreement shall run with the land and shall be binding upon all heirs, successors, and assigns of Property Owner. Whenever the Property 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.

County acknowledges that Property Owner intends to sell the residential lots identified as _____ on Exhibit ___ to different parties (“Prospective Owners”) and that certain of these lots contains a _____ (“on-lot measure”), the maintenance of which is subject to this Agreement. Upon conveyance of a lot from Property Owner to Prospective Owner, that Prospective Owner shall be deemed to be the Property Owner with respect to their lot only; however, with regard to those lots containing an on-lot measure, the new Property Owner shall not be responsible for maintaining that measure so long as an HOA exists and that HOA has the responsibility for maintaining all of the on-lot measures in accordance with the maintenance plan (Exhibit __) and with Section _____ of the CC&R’s. During any time that an HOA exists with the responsibility of maintaining the on-lot measures as declared in Section _____ of the CC&R’s, maintenance of these on-lot measures shall be the sole responsibility of the HOA and not the new Property Owners.

As part of the conveyance of each lot containing an on-lot measure, Property Owner shall advise Prospective Owner of the obligations contained in this Agreement, provide a copy of this Agreement to Prospective Owner, obtain a written acknowledgement of the said obligations from Prospective Owner in a form substantially similar to that set forth in Exhibit D, and provide a copy of this signed acknowledgement form to County within thirty (30) days of the transfer of title to the new Property Owner.

Property Owner shall also furnish Prospective Owner with a form substantially similar to that set forth in Exhibit E, and direct Prospective Owner to furnish a signed copy to County.

The following language should be used for this version of Exhibit E:

Exhibit E

Buyer's Acknowledgment of Maintenance Responsibilities
for On-Lot Stormwater Measures

I/we, as the buyer of the lot identified as _____, part of the _____ development, certify and acknowledge that I/we have been advised that this lot was constructed to include the following "on-lot" stormwater treatment or control measures: _____, that I/we have been provided with a copy of the "Agreement for _____" with the County of Alameda, and that I/we am aware that this Agreement requires that these constructed on-lot measures be maintained in accordance with the maintenance plan contained therein (Exhibit ___ of the Agreement) and with Section ___ of the CC&R's for _____.

I/we further certify and acknowledge that the said Agreement runs with the land and is binding upon me/us as Property Owner(s) and upon my/our heirs, successors, and assigns.

I/we also acknowledge that the on-lot measures cannot be modified, removed, or blocked without the prior written approval of the County of Alameda.

Buyer

Date

*Other versions of the transfer provisions of Section 13 may be prepared by County in order to cover the cases of an Agreement with a **HOA where none of the facilities, measures, or features are on-lot**, and an Agreement, or Agreements, with **multiple owners who are not represented by a HOA, but who are jointly responsible for the operation and maintenance of on-lot and/or off-lot facilities, measures and features**. In each case, the purpose of this provision shall be to establish the responsibility, on the part of the property owners, to promptly inform the County of any and all changes to the identity of the property owners, and their representatives, who are obligated to fulfill this Agreement.*

Such other provisions could be similar to the following:

SECTION 13: TRANSFER OF PROPERTY

This Agreement shall run with the land and shall be binding upon all heirs, successors, and assigns of Property Owner. Whenever the Property 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.

County acknowledges that Property Owner intends to sell the residential lots identified as _____ on Exhibit ___ to different parties (“Prospective Owners”). Upon conveyance of a lot from Property Owner to Prospective Owner, that Prospective Owner shall be deemed to be the Property Owner with respect to their lot only and a member of the HOA. This Agreement applies to the maintenance of lots and property owned by the HOA which contain stormwater treatment measures. The new Property Owner shall not be responsible for maintaining measure in common property so long as an HOA exists and that HOA has the responsibility for maintaining all of the measures in accordance with the maintenance plan (Exhibit __) and with Section _____ of the CC&R’s. During any time that an HOA exists with the responsibility of maintaining the on-lot measures as declared in Section _____ of the CC&R’s, maintenance of these measures shall be the sole responsibility of the HOA and not the new Property Owners.

As part of the conveyance of each lot, Property Owner shall advise Prospective Owner of the obligations contained in this Agreement, provide a copy of this Agreement to Prospective Owner, and obtain a written acknowledgement of the said obligations from Prospective Owner in a form substantially similar to that set forth in Exhibit E.

The following language should be used for Exhibit E.

Exhibit E

Buyer’s Acknowledgment of Maintenance Responsibilities
for Stormwater Measures

I/we, as the buyer of the lot identified as _____, part of the _____ development, certify and acknowledge that I/we have been advised that common property treatment was constructed to include the following stormwater treatment or control measures: _____, that I/we have been provided with a copy of the “Agreement for _____” with the County of Alameda, and that I/we am aware that this Agreement requires that these constructed measures be maintained in accordance with the maintenance plan contained therein (Exhibit ___ of the Agreement) and with Section _____ of the CC&R’s for _____.

I/we further certify and acknowledge that the said Agreement runs with the land and is binding upon me/us as Property Owner(s) and upon my/our heirs, successors, and assigns.

I/we also acknowledge that the measures cannot be modified, removed, or blocked without the prior written approval of the County of Alameda.

Buyer

Date

SECTION 13: TRANSFER OF PROPERTY

This Agreement shall run with the land and shall be binding upon all heirs, successors, and assigns of Property Owner. Whenever the Property 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.

County acknowledges that Property Owner intends to sell all of the residential lots identified as _____ on Exhibit ____ to different parties (“Prospective Owners”). Upon conveyance of a lot from Property Owner to Prospective Owner, that Prospective Owner shall be deemed to be the Property Owner with respect to their lot only; however, each such new Property Owner shall assume joint responsibility with the other Property Owners for the maintenance of all stormwater measures described in Exhibit _____, and in accordance with the maintenance plan (Exhibit ____).

As part of the conveyance of each residential lot, Property Owner shall advise Prospective Owner of the obligations contained in this Agreement, provide a copy of this Agreement to Prospective Owner, obtain a written acknowledgement of the said obligations from Prospective Owner in a form substantially similar to that set forth in Exhibit D, and provide a copy of this signed acknowledgement form to County within thirty (30) days of the transfer of title to the new Property Owner.

Property Owner shall also furnish Prospective Owner with a form substantially similar to that set forth in Exhibit E, and direct Prospective Owner to furnish a signed copy to County.

The following language should be used for Exhibit E.

Exhibit E

Buyer’s Acknowledgment of Maintenance Responsibilities
for Stormwater Measures

I/we, as the buyer of the lot identified as _____, part of the _____ development, certify and acknowledge that I/we have been advised that this development was constructed to include the following stormwater treatment or control measures: _____, that I/we have been provided with a copy of the “Agreement for _____” with the County of Alameda, and that I/we am aware that this Agreement requires that these measures be maintained in accordance with the maintenance plan contained therein (Exhibit ____ of the Agreement).

I/we further certify and acknowledge that the said Agreement runs with the land and is binding upon me/us as Property Owner(s) and upon my/our heirs, successors, and assigns.

Buyer Date

SECTION 13: TRANSFER OF PROPERTY

This Agreement shall run with the land and shall be binding upon all heirs, successors, and assigns of Property Owner. Whenever the Property 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.

County acknowledges that Property Owner intends to sell all of the residential lots identified as _____ on Exhibit ____ to different parties (“Prospective Owners”) and that certain of these lots contains an _____ (“on-lot measure”), the maintenance of which is subject to this Agreement.

Upon conveyance of a lot from Property Owner to Prospective Owner, that Prospective Owner shall be deemed to be the Property Owner with respect to their lot only. With regard to those lots that contain an on-lot measure, the new Property Owner shall assume responsibility for the maintenance of this measure(s) in accordance with the maintenance plan (Exhibit ___ of the Agreement).

As part of the conveyance of each residential lot, Property Owner shall advise Prospective Owner of the obligations contained in this Agreement, provide a copy of this Agreement to Prospective Owner, obtain a written acknowledgement of the said obligations from Prospective Owner in a form substantially similar to that set forth in Exhibit D, and provide this signed acknowledgement form to County within thirty (30) days of the transfer of title to the new Property Owner.

Property Owner shall also furnish Prospective Owner with a form substantially similar to that set forth in Exhibit E, and direct Prospective Owner to furnish a signed copy to County.

The following language should be used for Exhibit E.

Exhibit E

Buyer's Acknowledgment of Maintenance Responsibilities
for Stormwater Measures

I/we, as the buyer of the lot identified as _____, part of the _____ development, certify and acknowledge that I/we have been advised that this development was constructed to include the following "on-lot" stormwater treatment or control measures: _____, that I/we have been provided with a copy of the "Agreement for _____" with the County of Alameda, and that I/we am aware that this Agreement requires that these constructed on-lot measures be maintained in accordance with the maintenance plan contained therein (Exhibit ___ of the Agreement).

I/we further certify and acknowledge that the said Agreement runs with the land and is binding upon me/us as Property Owner(s) and upon my/our heirs, successors, and assigns.

I/we also acknowledge that the on-lot measures cannot be modified, removed, or blocked without the prior written approval of the County of Alameda.

Buyer

Date

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 County by mutual agreement, within five (5) business days, or such time as agreed upon by both parties, after the execution date of this Agreement as stated above among the deed records of the County Recorder's Office of the County of Alameda, California at the Property Owner's

expense and shall constitute notice to all successors, transferees, and assigns of the title to the Property of the obligations set forth in this Agreement.

SECTION 16: RELEASE OF AGREEMENT

In the event that the County determines that the STMs [insert “, PPSs” and/or “HMCs” as applicable] located on the Property are no longer required, then the County, at the request of the Property Owner shall execute a release of this Agreement, which the County by mutual agreement, shall record in the County Recorder’s Office at the Property Owner’s expense. The STMs [insert “, PPSs” and/or “HMCs” as applicable] 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 County and the Property Owner at the time of modification. Such modifications shall be effective upon the date of execution and shall be recorded.

SECTION 18: MISCELLANEOUS

a. The interpretation, validity, and enforcement of this Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Alameda.

b. In the event of legal action occasioned by any default, inaction, or action of the Property Owner, the Property Owner agrees to pay all costs incurred by the County in enforcing the terms of this Agreement, including reasonable attorney’s fees, litigation expenses, including experts’ fees and costs, and other costs which shall become part of the lien against the Property.

(Remainder of this page intentionally left blank.)

PROPERTY OWNER

Signature block for CORPORATIONS

[XYZ Land Development Inc.],
[a California corporation]

By: _____ Date: _____
[Printed Name of Signer]

Its: _____
[Specify officer]

(Attach a corporate resolution showing that person is authorized to sign is requested. To be deleted for final version)

----- (Space below this line reserved for Notary's use) -----

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA, COUNTY OF ALAMEDA

On _____ before me, _____, a Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(SEAL)

LIMITED LIABILITY COMPANY

[XYZ Land Development Inc.],
[a California Limited Liability Company]

By: _____
[Printed Name of Signer]

Date: _____

Its: Managing Member (Attach the operating agreement or certificate filed with secretary of state showing the person or entity is the managing member.) To be deleted for final version

If the Managing Member is not an individual, but is a business entity then you would indent the signature block for the appropriate persons to sign as in the example for the limited partnership below. To be deleted for final version

----- (Space below this line reserved for Notary's use) -----

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA, COUNTY OF ALAMEDA

On _____ before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(SEAL)

LIMITED PARTNERSHIPS

[XYZ Land Development Inc.],
[a California limited partnership]

By: _____
[Printed Name of Signer]

Date: _____

Its: General Partner

(Attach limited partnership agreement or certificate filed with the state proving the person or entity is the general partner. To be deleted for final version)

----- (Space below this line reserved for Notary's use) -----

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA, COUNTY OF ALAMEDA

On _____ before me, _____, a Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(SEAL)

LIMITED PARTNERSHIPS

[In many cases the general partner will be a corporation so the signature block would look like this]

[XYZ Land Development Inc.],
[a California limited partnership]

By: [ABC Developers, Inc.],
[a California corporation]

Its: General Partner

By: _____ Date: _____
[Printed Name of Signer]
Its: [President, CEO, VP]

By: _____ Date: _____
[Printed Name of Signer]
Its: [Secretary, Treasurer, CFO]

(Attach limited partnership agreement or certificate filed with the state proving the person or entity is the general partner. To be deleted for final version)

----- (Space below this line reserved for Notary's use) -----

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA, COUNTY OF ALAMEDA

On _____ before me, _____, a Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (SEAL)

COUNTY OF ALAMEDA

William Lepere
Public Works Deputy Director

Date

----- (Space below this line reserved for Deputy County Clerk's use) -----

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA, COUNTY OF ALAMEDA
ON THIS _____ day of _____ in the year Two Thousand Eighteen, before me, Beth Perrill, a Deputy County Clerk in the office of Steve Manning, County Clerk of the County of Alameda, State of California, personally appeared:

William Lepere

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

STEVE MANNING, County Clerk of the County of Alameda, State of California (SEAL)

By: _____
Beth Perrill, Deputy County Clerk in and for said County and State

Approved as to Form:
Donna R. Ziegler, County Counsel
By: _____
Kathy Lee, Deputy County Counsel

Exhibit A

{legal description of property}

Exhibit B

{legible stormwater management plan no larger than 8.5"x11"}



Exhibit C

{maintenance plan}



Exhibit D

Clean Water Department
Alameda County Public Works Agency
399 Elmhurst St.,
Hayward, CA. 94544

Owner’s Proof of Disclosure of Maintenance Responsibilities for On-Lot Stormwater Treatment Measures (STMs) [insert “, pervious pavement systems (PPSs)” and/or “hydromodification management controls (HMCs as applicable)] to Buyer

I/we, as the Seller of the lot identified as **3233 Bernie Boulevard**, part of the **Waterspout San Lorenzo** development, certify and acknowledge that I/we have notified **John Doe (Buyer)** that this lot was constructed to include the following “on-lot” stormwater treatment measure [insert “, pervious pavement systems (PPSs)” and/or “,hydromodification management controls (HMCs)” as applicable]:

Bioinfiltration Area in front yard, Pervious Pavement in driveway, and Permeable Unit Pavers in backyard patio and side/front yard walkways.

I/we have provided the Buyer with a copy of the “**Agreement for Site Design and the Maintenance of Stormwater Treatment Measures and Pervious Pavement Systems**” dated **July 6, 2016** between **Waterspout, LLC** and the County of Alameda. I/we notified the Buyer that this Agreement requires that these constructed on-lot measures and systems be maintained in accordance with the maintenance plan contained therein (Exhibit C of the Agreement) and with **Section 3.1.3 of the CC&R’s for Waterspout, LLC**.

I/we also notified the Buyer that the said Agreement runs with the land and is binding upon Property Owner(s), heirs, successors, and assigns.

I/we also notified the Buyer that the said on-lot measures and systems cannot be removed, blocked, replaced, covered over, or otherwise modified without the prior written approval of the County of Alameda.

Seller Date

Seller Date

Exhibit E

Clean Water Department
Alameda County Public Works Agency
399 Elmhurst St.,
Hayward, CA. 94544

Buyer's Acknowledgment of Maintenance Responsibilities for Stormwater Treatment Measures (STMs) **[insert “, pervious pavement systems (PPSs)” and/or “hydromodification management controls (HMCs as applicable)”]**

I/we, as the buyer of the lot identified as **3233 Bernie Boulevard**, part of the **Waterspout San Lorenzo** development, certify and acknowledge that I/we have been advised that this development was constructed to include the following stormwater treatment measure:

Bioinfiltration Area in front yard, Pervious Pavement in driveway, and Permeable Unit Pavers in backyard patio and side/front yard walkways.

or

Bioinfiltration Area in HOA lot x, Pervious Pavement in roadways, and Permeable Unit Pavers in the front yard walkways.

I/we also acknowledge that I/we have been provided with a copy of the “**Agreement for Site Design and the Maintenance of Stormwater Treatment Measure**” dated **July 6, 2016** between **Waterspout, LLC** and the County of Alameda, and that I am/we are aware that this Agreement requires that this constructed measure be maintained by all of the property owners of the said development in accordance with the maintenance plan contained therein (**Exhibit C** of the Agreement).

I/we also acknowledge that the said Agreement runs with the land and is binding upon me/us as Property Owner(s) and upon my/our heirs, successors, and assigns.

I/we also acknowledge that the said measure cannot be removed, blocked, replaced, covered over, or otherwise modified without the prior written approval of the County of Alameda.

Buyer Date

Buyer Date