Appendix G2

Stormwater Management Plan

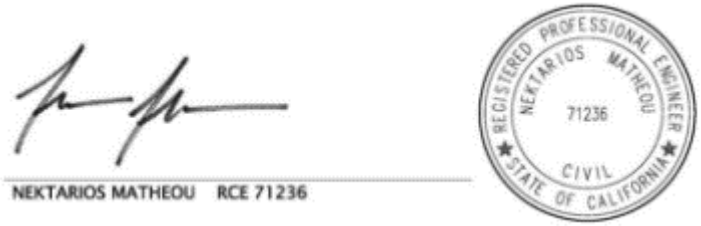
Stormwater Management Plan

For

The Sobrato Organization
of
123 Independence Avenue, Menlo Park, California

Prepared By

Kier & Wright Civil Engineers & Land Surveyors, Inc.



September 7, 2022

PROJECT DESCRIPTION

Common Address: 123 Independence Dr, Menlo Park, CA 94025

Project Addresses: 119 Independence Dr, Menlo Park, CA 94025
123 Independence Dr, Menlo Park, CA 94025
125 Independence Dr, Menlo Park, CA 94025
127 Independence Dr, Menlo Park, CA 94025
130 Constitution Dr, Menlo Park, CA 94025
1205 Chrysler Dr, Menlo Park, CA 94025

Project APN(s): 055-236-300
055-236-240
055-236-140
055-236-180
055-236-280

This is a residential mixed-use project that proposes to build a podium apartment complex and garage and 116 townhomes with associated infrastructure including trash enclosures and utilities. Additional development includes a park/paseo for public use. The overall project shall disturb 8.15 acres of land at 123 Independence Dr. The existing buildings, parking, and hardscape will be demolished and either reused as fill or off-hauled. The storm drain runoff from the new improvements will continue to be conveyed in a piped system to the existing storm drains located along the project frontages.

CONTACT INFORMATION

Owner: The Sobrato Organization
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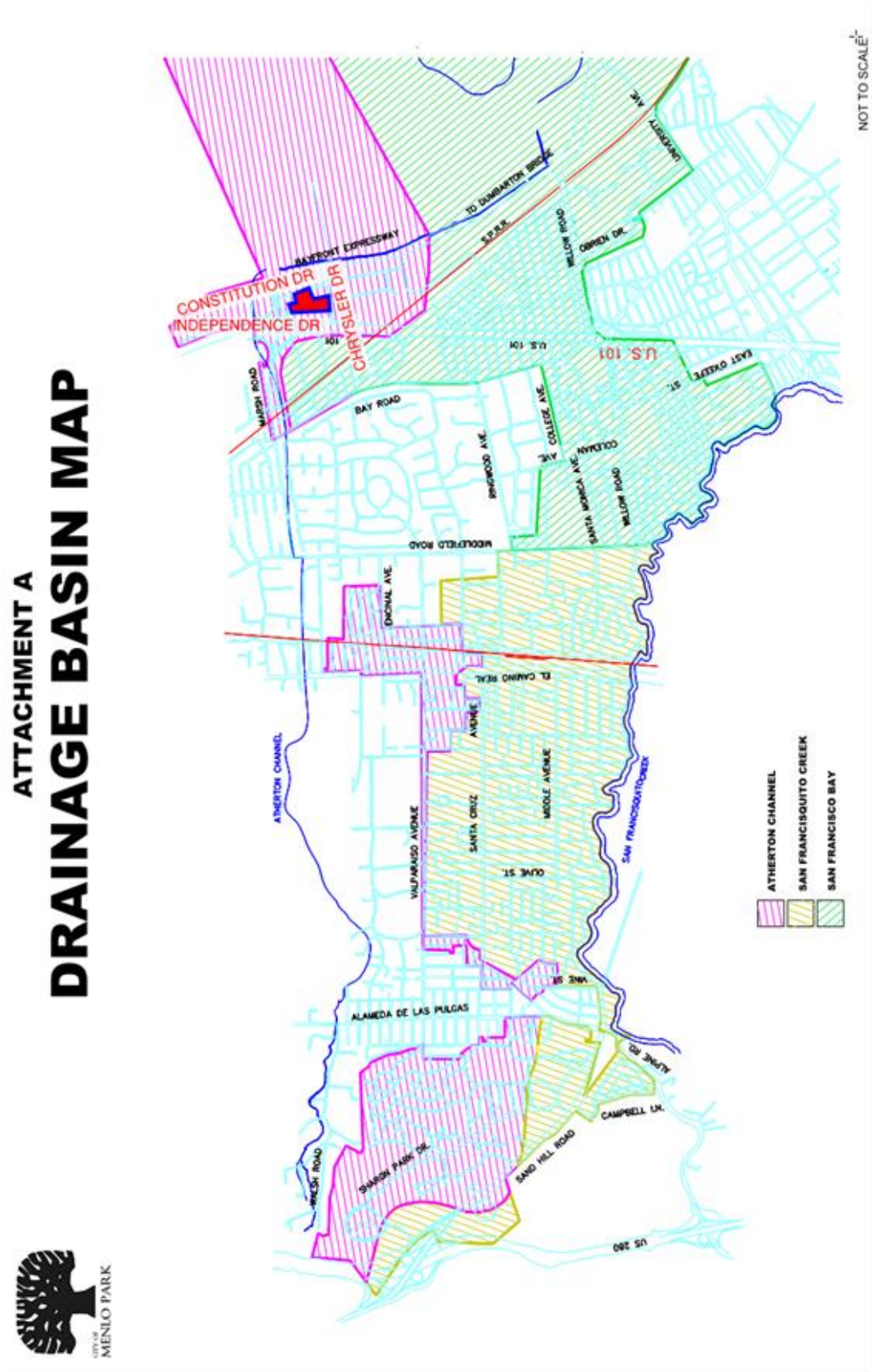
(650) 876-7010

Civil Engineer: Kier & Wright
3350 Scott Blvd Building 22
Santa Clara, CA 95054
Phone: (408) 727-6665

Architect (Residential): Studio T Square
1970 Broadway Ste. 500
Oakland, CA 94612
Phone: (510) 451- 2850

Landscape Architect: The Guzzardo Partnership
181 Greenwich St
San Francisco, CA 94111
Phone: (415) 433-4672

VICINITY MAP



STORMWATER MANAGEMENT FACILITIES & TCM SIZING CRITERIA

Stormwater Management Facilities

Runoff from the site will be collected into treatment measures consisting of Flow-Through Planters. The water will be directed through both storm drain pipes and surface flow as shown in the site grading and drainage plan into the proposed biotreatment areas. Some areas consisting of walkways and landscaping will function as self-retaining areas.

Flow-through planters are concrete-walled, level areas with vegetation that allow runoff to be distributed evenly across the area. They are designed to treat runoff by filtering raw runoff through the soil media in the treatment area. Flow-through planters trap particulate pollutants but do not allow infiltration and are typically used in confined areas near structure foundations where infiltration is not desirable or where space requirements do not allow for larger bioretention ponds. Refer to section 6.1 of the San Mateo Countywide Water Pollution Prevention Program for additional information.

Self-retaining areas (also called “zero discharge areas”) are drainage areas that consist of 2 parts impervious surface area (max) per 1 part pervious surface area. In these areas, the impervious area must drain directly to the landscaped area which is designed to allow for 1” of ponding minimum to achieve C.3.d stormwater treatment objectives. This clean water is allowed to infiltrate into the soil. In the event of higher rainfall, area drains may be used with a rim elevation set 3” above the finished grade, or water may flow directly off-site (so long as it does not flow across any paved areas on-site).

The detailed drainage management areas for the project as well as the biotreatment area calculations are attached. Per City of Menlo Park requirements, all treatment control measures have been sized using the Uniform Intensity Method (also known as the “4% method”). The details of these calculations are shown on the attached Stormwater Control Plan.

PROJECT REGULATIONS

This project disturbs more than one acre of land and replaces more than 10,000 sf of impervious area. As such, it is regulated under NPDES permit requirements and will be required to obtain a California Construction General Permit with an NOI submitted to the State Water Board.

HYDROMODIFICAITON

This project is reducing the overall impervious area of the site (see the accompanying Hydrology Report for details). As such, no hydromodification or flow rate mitigation measures are required to be implemented at this site. This is shown in Worksheet E in the C.3 form attached to this report.

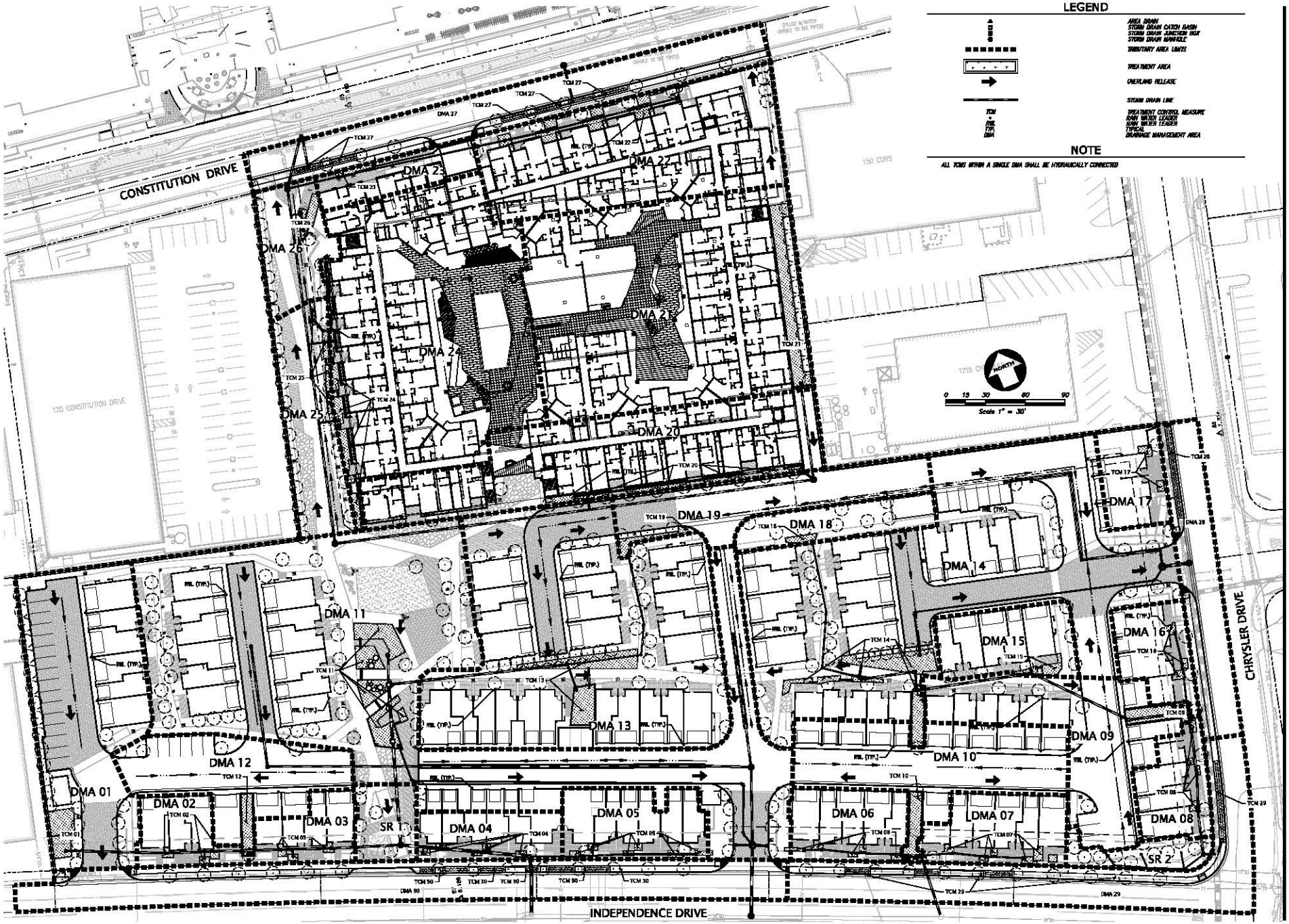
STORMWATER CONVEYANCE

Stormwater at the site will be conveyed via surface flow, direct connection to a rainwater leader, or piped conveyance from a storm drain pump.

In cases of surface flow, paved areas are sloped to facilitate drainage towards treatment control measures. Asphalt surfaces are sloped at a minimum of 1.2% in the direction of flow while gutters or areas paved with concrete have a minimum slope of 0.5%.

For townhomes adjacent to planters, rainwater leaders will discharge directly into planters. All planters located adjacent to stoops will be fed via rainwater leader, and will be hydraulically connected where two planters treat the same area. For the apartment complex, instead of traditional rainwater leaders, water from the roof and courtyard will be plumbed internally in the building and piped directly to the appropriate TCM.

DMA 11 and DMA 14 will both utilize pumps in their conveyance. The pumps will be located at the lowest point in the respective DMA and will convey water through a forced main to a centrally located planter. The clean water will then be directed to the city's system via a conventional pipe system. These pumps will be designed by a 3rd party during the Building Permit phase, and pump details will be included with this report at that time.



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123 Independence
Menlo Park, CA

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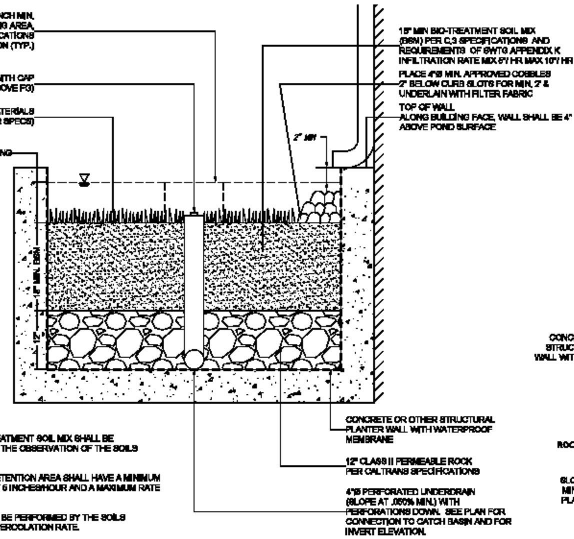
Mountain View, CA

Sheet Title:
STORMWATER CONTROL PLAN

Job No. 20004
Date: 09/07/2022
Scale: AS SHOWN
Drawn By: MC

Sheet No:
C5.0

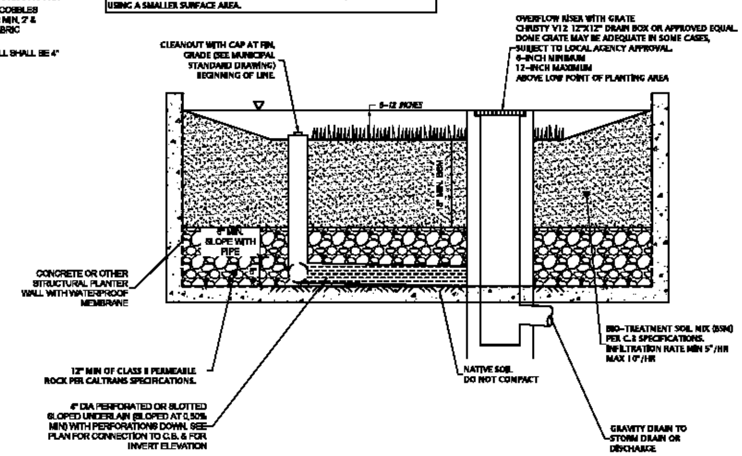


1. PLACEMENT OF BIOTREATMENT SOIL MIX SHALL BE CONSTRUCTED UNDER THE OBSERVATION OF THE SOILS ENGINEER.
2. SOIL AT BOTTOM OF RETENTION AREA SHALL HAVE A MINIMUM PERCOLATION RATE OF 5 INCHES/HOUR AND A MAXIMUM RATE OF 10 INCHES/HOUR.
3. IN-SITE TESTING SHALL BE PERFORMED BY THE SOILS ENGINEER TO VERIFY PERCOLATION RATE.

FLOW THROUGH PLANTER

NOT TO SCALE

NOTE:
SURFACE AREA OF THE BIOTREATMENT SOIL SHALL EQUAL 4% OF THE AREA OF THE SITE THAT DRAINS TO TREATMENT MEASURE, UNLESS SIZING CALCULATIONS ARE SUBMITTED DEMONSTRATING THAT PROVISION C.3 REQUIREMENTS ARE MET USING A SMALLER SURFACE AREA.



FLOW THROUGH PLANTER PROFILE VIEW

NOT TO SCALE

BIOTREATMENT SUMMARY TABLE ONSITE

AREA	TCM	TREATMENT TYPE	TOTAL AREA (SQ. FT.)	IMPERVIOUS AREA (SQ. FT.)	TREATMENT AREA REQ. (SQ. FT.)	TREATMENT AREA PROVIDED (SQ. FT.)	PONDING DEPTH (IN.)
*DMA 01	1	FLOW THROUGH PLANTER	17,865	13,187	528	580	6
*DMA 02	2	FLOW THROUGH PLANTER	3,334	2,638	106	140	6
*DMA 03	3	FLOW THROUGH PLANTER	3,331	3,048	122	140	6
*DMA 04	4	FLOW THROUGH PLANTER	3,891	3,590	146	174	6
*DMA 05	5	FLOW THROUGH PLANTER	5,613	5,186	208	238	6
*DMA 06	6	FLOW THROUGH PLANTER	4,704	4,164	167	182	6
*DMA 07	7	FLOW THROUGH PLANTER	5,590	4,980	199	240	6
*DMA 08	8	FLOW THROUGH PLANTER	3,895	3,328	133	145	6
*DMA 09	9	FLOW THROUGH PLANTER	11,909	11,188	448	539	6
*DMA 10	10	FLOW THROUGH PLANTER	11,862	9,240	370	448	6
*DMA 11	11	FLOW THROUGH PLANTER	54,803	39,899	1,596	1,914	6
*DMA 12	12	FLOW THROUGH PLANTER	9,117	8,441	334	379	6
*DMA 13	13	FLOW THROUGH PLANTER	34,874	30,032	1,201	1,547	6
*DMA 14	14	FLOW THROUGH PLANTER	40,840	33,994	1,380	1,417	6
*DMA 15	15	FLOW THROUGH PLANTER	5,248	4,573	182	211	6
*DMA 16	16	FLOW THROUGH PLANTER	3,902	3,142	126	140	6
*DMA 17	17	FLOW THROUGH PLANTER	3,589	2,429	97	108	6
*DMA 18	18	FLOW THROUGH PLANTER	3,885	2,595	104	127	6
*DMA 19	19	FLOW THROUGH PLANTER	7,859	7,181	285	313	6
*DMA 20	20	FLOW THROUGH PLANTER	19,055	18,344	734	794	6
*DMA 21	21	FLOW THROUGH PLANTER	31,273	30,108	1,204	1,271	6
*DMA 22	22	FLOW THROUGH PLANTER	18,202	17,120	685	741	6
*DMA 23	23	FLOW THROUGH PLANTER	3,342	3,045	122	139	6
*DMA 24	24	FLOW THROUGH PLANTER	30,668	28,286	1,131	1,232	6
*DMA 25	25	FLOW THROUGH PLANTER	7,078	5,615	225	243	6
*DMA 26	26	FLOW THROUGH PLANTER	4,642	3,564	143	156	6
TOTAL	-	-	350,279	295,990	12,334	13,508	-

*BIOTREATMENT SIZING BASED ON C3 SIZING UNIFORM INTENSITY METHOD.
**BIOTREATMENT SIZING BASED ON FLOW-VOLUME COMBO CALCULATIONS.

SELF RETAINING AREA

AREA	TREATMENT TYPE	TOTAL AREA (SQ. FT.)	IMPERVIOUS AREA (SQ. FT.)	TREATMENT AREA REQ. (SQ. FT.)
SR 1	SELF-RETAINING AREA	2,689	1,478	-
SR 2	SELF-RETAINING AREA	2,217	119	-
TOTAL	-	4,907	1,597	-

GREEN INFRASTRUCTURE SUMMARY TABLE

AREA	TCM	TREATMENT TYPE	TOTAL AREA (SQ. FT.)	IMPERVIOUS AREA (SQ. FT.)	TREATMENT AREA REQ. (SQ. FT.)	TREATMENT AREA PROVIDED (SQ. FT.)	PONDING DEPTH (IN.)
**DMA 27	27	FLOW THROUGH PLANTER	12,079	10,572	215	399	6
**DMA 28	28	FLOW THROUGH PLANTER	7,252	6,380	180	326	6
**DMA 29	29	FLOW THROUGH PLANTER	13,749	11,862	255	548	6
**DMA 30	30	FLOW THROUGH PLANTER	17,189	15,306	455	477	6

*BIOTREATMENT SIZING BASED ON C3 SIZING UNIFORM INTENSITY METHOD.
**BIOTREATMENT SIZING BASED ON FLOW-VOLUME COMBO CALCULATIONS.

OVERALL TREATMENT AREA TOTALS ONSITE

PERVIOUS AND IMPERVIOUS SURFACES COMPARISON TABLE			
		PROJECT PHASE NUMBER: (N/A, 1, 2, 3)	N/A
TOTAL SITE (ACRES):	8.15 [355,185 SF]	TOTAL AREA OF SITE DISTURBED (ACRES):	8.15
IMPERVIOUS SURFACES	EXISTING CONDITION OF DISTURBED AREA (SQUARE FEET):	PROPOSED CONDITION OF SITE AREA DISTURBED (SQUARE FEET):	
		REPLACED	NEW
BUILDING FOOTPRINT	103,883	103,883	47,571
STREETS & PARKING	193,784	61,454	0
S/W, PATIOS, PATHS ETC.	9,559	9,559	78,020
STREETS (PUBLIC)	0	0	0
STREETS (PRIVATE)	0	0	0
TOTAL IMPERVIOUS SURFACES:	307,226	174,896	125,591
PERVIOUS SURFACES			
LANDSCAPED AREAS	47,859	47,859	4,614
PERVIOUS PAVING	0	0	2,125
OTHER PERVIOUS SURFACES (GREEN ROOF, ETC.)	0	0	0
TOTAL PERVIOUS SURFACES:	47,859	47,859	6,739
TOTAL PROPOSED REPLACED + NEW IMPERVIOUS SURFACES:			300,487
TOTAL PROPOSED REPLACED + NEW PERVIOUS SURFACES:			54,598

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599 Castro Street, Suite 400
Mountain View, CA

Sheet Title:

STORMWATER CONTROL DETAILS

Job No. 20004
Date: 09/07/2022
Scale: AS SHOWN
Drawn By: MC

Sheet No:

C5.1

SAN MATEO COUNTYWIDE
Water Pollution
Prevention Program

C.3 and C.6 Development Review Checklist

Municipal Regional Stormwater Permit (MRP)
Stormwater Controls for Development Projects

CITY/COUNTY OF Menlo Park
_____ Dept.
Address 123 Independence Dr, Menlo Park CA
Phone _____
website _____

Project Information

I.A Enter Project Data *(For "C.3 Regulated Projects," data will be reported in the municipality's stormwater Annual Report.)*

Project Name: 123 Independence Dr, Menlo Park, CA Case Number:

Project Address & Cross St.:

Project APN: 055-236-300, 055-236-240, 055-236-140, 055-236-180, 055-236-280 Project Watershed: Atherton Channel

Applicant Name: Kier & Wright **I.A.4** Slope on Site: %

Applicant Phone: (408) 727-6665 Applicant Email Address:

Development type: (check all that apply)

- ☐ Single Family Residential: A stand-alone home that is not part of a larger project.
- ☐ Single Family Residential: Two or more lot residential development.[1] # of units:
- ☑ Multi-Family Residential # of units: 432
- ☐ Commercial
- ☐ Industrial, Manufacturing
- ☐ Mixed-Use # of units:
- ☐ Streets, Roads[2], etc.
- ☑ 'Redevelopment' as defined by MRP: creating, adding and/or replacing exterior existing impervious surface on a site where past development has occurred.

I.A.1

- ☐ **'Special land use categories'** as defined by MRP: (1) auto service facilities[3], (2) retail gasoline outlets, (3) restaurants, (4) uncovered parking area (stand-alone or part of a larger project)
- ☐ Institutions: schools, libraries, jails, etc.
- ☑ Parks and trails, camp grounds, other recreational
- ☐ Agricultural, wineries
- ☐ Kennels, Ranches
- ☐ Other, Please specify_____

Project Description[4]: (Also note any past or future phases of the project.)

Mixed use-Facility with park dedication consisting of an apartment complex with garage (316 units) and 116 Townhomes.

I.A.2 Total Area of Site: 8.15 acres

I.A.3 Total Area of land disturbed during construction (include clearing, grading, excavating and stockpile area): 8.15 acres.

I.A.5 Certification:

I certify that the information provided on this form is correct and acknowledge that, should the project exceed the amount of new and/or replaced impervious surface provided in this form, the as-built project may be subject to additional improvements.

☑ Attach Preliminary Calculations ☐ Attach Final Calculations ☐ Attach copy of site plan showing areas

Name of person completing the form: Nektarios Matheou Title: Civil Engineer

Signature: _____ Date: 03/23/2022

Phone number: (408) 727-6665 Email address: nmatheou@kierwright.com

[1] Common Plans of Development (subdivisions or contiguous, commonly owned lots, for the construction of two or more homes developed within 1 year of each other) are not considered single family projects by the MRP.

[2] Roadway projects creating 10,000 sq.ft. or more of contiguous impervious surface are subject to C.3 requirements if the roadway is new or being widened with additional traffic lanes.

[3] See Standard Industrial Classification (SIC) codes here

[4] Project description examples: 5-story office building, industrial warehouse, residential with five 4-story buildings for 200 condominiums, etc.

I.B Is the project a "C.3 Regulated Project" per MRP Provision C.3.b?

I.B.1 Enter the amount of impervious surface[5] Retained, Replaced and/or Created by the project:

Table I.B.1 Impervious[5] and Pervious Surfaces

Type of Impervious[5] Surface	I.B.1.a Pre-Project Impervious[5] Surface (sq.ft.)	I.B.1.b Existing Impervious[5] Surface to be Retained[6] (sq.ft.)	I.B.1.c Existing Impervious[5] Surface to be Replaced[6] (sq.ft.)	I.B.1.d New Impervious[5] Surface to be Created[6] (sq.ft.)	I.B.1.e Post-Project Impervious[5] Surface (sq.ft.) (=b+c+d)
Roof area(s)	103983	0	151554	0	**151554**
Impervious[5] sidewalks, patios, paths, driveways, streets	9559	0	144233	0	**144233**
Impervious[5] uncovered parking[7]	193784	0	4800	0	**4800**
Totals of Impervious Surfaces:	**307326**	**0**	**300587**	**0**	**300587**

I.B.1.f - Total Impervious[5] Surface Replaced and Created ***(sum of totals for columns I.B.1.c and I.B.1.d)*****:** 300587 sq. ft.

Type of Pervious Surface	Pre-Project Pervious Surface (sq.ft.)			Post-project Pervious Surface (sq.ft.)
Landscaping	47859			52473
Pervious Paving	0		**I.B.1.e.1:**	2125
Green Roof	0			0
Totals of Pervious Surfaces:	**47859**			**54598**
Total Site Area (Total Impervious[5]+Total Pervious=**I.A.2**)	**355185**			**355185**

I.B.2 Please review and attach additional worksheets as required below using the Total Impervious Surface (IS) Replaced and Created in cell I.B.1.f from Table I.B.1 above and other factors:

	Check all that apply:	Check One Yes	Check One No	Attach Worksheet
I.B.2.a	Does this project involve any earthwork? If YES, then Check Yes, and Complete Worksheet A. If NO, then go to I.B.2.b	☑	☐	A
I.B.2.b	Is **I.B.1.f** greater than or equal to 2,500 sq.ft? If YES, then the Project is subject to Provision C.3.i. - complete Worksheets B, C & go to I.B.2.c. If NO, then Stop here - go to I.A.5 and complete Certification or ask municipal staff for Small Project Checklist.	☑	☐	B, C
I.B.2.c	Is the total Existing IS to be Replaced (column **I.B.1.c**) 50 percent or more of the total Pre-Project IS (column **I.B.1.a**)? If YES, site design, source control and treatment requirements apply to the whole site. Continue to I.B.2.d If NO, these requirements apply only to the impervious surface created and/or replaced. Continue to I.B.2.d	☑	☐	
I.B.2.d	Is this project a Special Land Use Category (**I.A.1**) and is **I.B.1.f** greater than or equal to 5,000 sq.ft? If YES, project is a Regulated Project. Fill out Worksheet D. Go to I.B.2.f. If NO, go to I.B.2.e	☐	☑	D
I.B.2.e	Is **I.B.1.f** greater than or equal to 10,000 sq.ft? If YES, project is a C.3 Regulated Project - complete Worksheet D. Then continue to I.B.2.f. If NO, then skip to I.B.2.g.	☑	☐	D
I.B.2.f	Is **I.B.1.f** greater than or equal to 43,560 sq.ft? If YES, project may be subject to Hydromodification Management requirements - complete Worksheet E then continue to I.B.2.g. If NO, then go to I.B.2.g.	☑	☐	E
I.B.2.g	Is **I.A.3** greater than or equal to 1 acre? If YES, check box, obtain coverage under the CA Const. General Permit & submit Notice of Intent to municipality - go to I.B.2.h. If NO, then go to I.B.2.h. For more information see: www.swrcb.ca.gov/water_issues/programs/stormwater/construction.shtml	☑	☐	
I.B.2.h	Is this a Special Project or does it have the potential to be a Special Project? If YES, complete Worksheet F - then continue to I.B.2.i. If NO, go to I.B.2.i.	☐	☑	F
I.B.2.i	Is project a High Priority Site? (Determined by the Municipality. High Priority Sites can include those located in or within 100 feet of a sensitive habitat, an Area of Special Biological Significance, a body of water, or **starting 7/1/16** on sites disturbing >=5,000 ft^2 with slopes >=15% (see **I.A.4**) (or per municipal criteria/map) and are subject to monthly inspections from Oct 1 to April 30.) If YES, complete section G-2 on Worksheet G - then continue to I.B.2.j. If NO, then go to I.B.2.j	☐	☑	G
I.B.2.j	For Municipal Staff Use Only: Are you using Alternative Certification for the project review? If YES, then fill out section G-1 on Worksheet G. Fill out other sections of Worksheet G as appropriate. See cell **I.B.1.e.1** above - Is the project installing 3,000 square feet or more of pervious paving? If YES, then fill out section G-3 on Worksheet G. Add to Municipal Inspection Lists (C.3.h)	☐ ☐	☐ ☐	G

[5] Per the MRP, pavement that meets the following definition of pervious pavement is NOT an impervious surface. Pervious pavement is defined as pavement that stores and infiltrates rainfall at a rate equal to immediately surrounding unpaved, landscaped areas, or that stores and infiltrates the rainfall runoff volume described in Provision C.3.

[6] "Retained" means to leave existing impervious surfaces in place, unchanged; "Replaced" means to install new impervious surface where existing impervious surface is removed anywhere on the same property; and "Created" means the amount of new impervious surface being proposed which exceeds the total existing amount of impervious surface at the property.

[7] Uncovered parking includes the top level of a parking structure.

Worksheet A

C6 – Construction Stormwater BMPs

Identify Plan sheet showing the appropriate construction Best Management Practices (BMPs) used on this project:
(Applies to all projects with earthwork)

Yes	Plan Sheet	Best Management Practice (BMP)
☑	C4.0	Control and prevent the discharge of all potential pollutants, including pavement cutting wastes, paints, concrete, petroleum products, chemicals, wash water or sediments, rinse water from architectural copper, and non-stormwater discharges to storm drains and watercourses.
☑		Store, handle, and dispose of construction materials/wastes properly to prevent contact with stormwater.
☑		Do not clean, fuel, or maintain vehicles on-site, except in a designated area where wash water is contained and treated.
☑	C6.1	Train and provide instruction to all employees/subcontractors re: construction BMPs.
☑	C6.0	Protect all storm drain inlets in vicinity of site using sediment controls such as berms, fiber rolls, or filters.
☑	C6.0	Limit construction access routes and stabilize designated access points.
☑	C6.1	Attach the San Mateo Countywide Water Pollution Prevention Program's construction BMP plan sheet to project plans and require contractor to implement the applicable BMPs on the plan sheet.
☑		Use temporary erosion controls to stabilize all denuded areas until permanent erosion controls are established.
☐	C6.0	Delineate with field markers clearing limits, easements, setbacks, sensitive or critical areas, buffer zones, trees, and drainage courses.
☐		Provide notes, specifications, or attachments describing the following: ▪ Construction, operation and maintenance of erosion and sediment controls, include inspection frequency; ▪ Methods and schedule for grading, excavation, filling, clearing of vegetation, and storage and disposal of excavated or cleared material; ▪ Specifications for vegetative cover & mulch, include methods and schedules for planting and fertilization; ▪ Provisions for temporary and/or permanent irrigation.
☐		Perform clearing and earth moving activities only during dry weather.
☑	C6.0	Use sediment controls or filtration to remove sediment when dewatering and obtain all necessary permits.
☑	C6.0	Trap sediment on-site, using BMPs such as sediment basins or traps, earthen dikes or berms, silt fences, check dams, soil blankets or mats, covers for soil stock piles, etc.
☑	C4.0	Divert on-site runoff around exposed areas; divert off-site runoff around the site (e.g., swales and dikes).
☑	C6.0	Protect adjacent properties and undisturbed areas from construction impacts using vegetative buffer strips, sediment barriers or filters, dikes, mulching, or other measures as appropriate.

Worksheet B

C3 - Source Controls

Select appropriate source controls and identify the detail/plan sheet where these elements are shown.

Yes	Detail/Plan Sheet No.	Features that require source control measures	Source Control Measures (Refer to Local Source Control List for detailed requirements)
☑	C4.0	Storm Drain	Mark on-site inlets with the words "No Dumping! Flows to Bay" or equivalent.
☑		Floor Drains	Plumb interior floor drains to sanitary sewer[8] [or prohibit].
☑		Parking garage	Plumb interior parking garage floor drains to sanitary sewer.[8]
☑		Landscaping	▪ Retain existing vegetation as practicable. ▪ Select diverse species appropriate to the site. Include plants that are pest- and/or disease-resistant, drought-tolerant, and/or attract beneficial insects. ▪ Minimize use of pesticides and quick-release fertilizers. ▪ Use efficient irrigation system; design to minimize runoff.
☑		Pool/Spa/Fountain	Provide connection to the sanitary sewer to facilitate draining.[8]
☐		Food Service Equipment (non-residential)	Provide sink or other area for equipment cleaning, which is: ▪ Connected to a grease interceptor prior to sanitary sewer discharge.[8] ▪ Large enough for the largest mat or piece of equipment to be cleaned. ▪ Indoors or in an outdoor roofed area designed to prevent stormwater run-on and run-off, and signed to require equipment washing in this area.
☑		Refuse Areas	▪ Provide a roofed and enclosed area for dumpsters, recycling containers, etc., designed to prevent stormwater run-on and runoff. ▪ Connect any drains in or beneath dumpsters, compactors, and tallow bin areas serving food service facilities to the sanitary sewer.[8]
☐		Outdoor Process Activities [9]	Perform process activities either indoors or in roofed outdoor area, designed to prevent stormwater run-on and runoff, and to drain to the sanitary sewer.[8]
☐		Outdoor Equipment/ Materials Storage	▪ Cover the area or design to avoid pollutant contact with stormwater runoff. ▪ Locate area only on paved and contained areas. ▪ Roof storage areas that will contain non-hazardous liquids, drain to sanitary sewer[8], and contain by berms or similar.
☐		Vehicle/ Equipment Cleaning	▪ Roofed, pave and berm wash area to prevent stormwater run-on and runoff, plumb to the sanitary sewer[8], and sign as a designated wash area. ▪ Commercial car wash facilities shall discharge to the sanitary sewer.[8]
☐		Vehicle/ Equipment Repair and Maintenance	▪ Designate repair/maintenance area indoors, or an outdoors area designed to prevent stormwater run-on and runoff and provide secondary containment. Do not install drains in the secondary containment areas. ▪ No floor drains unless pretreated prior to discharge to the sanitary sewer.[8] ▪ Connect containers or sinks used for parts cleaning to the sanitary sewer.[8]
☐		Fuel Dispensing Areas	▪ Fueling areas shall have impermeable surface that is a) minimally graded to prevent ponding and b) separated from the rest of the site by a grade break. ▪ Canopy shall extend at least 10 ft. in each direction from each pump and drain away from fueling area.
☐		Loading Docks	▪ Cover and/or grade to minimize run-on to and runoff from the loading area. ▪ Position downspouts to direct stormwater away from the loading area. ▪ Drain water from loading dock areas to the sanitary sewer.[8] ▪ Install door skirts between the trailers and the building.
☐		Fire Sprinklers	Design for discharge of fire sprinkler test water to landscape or sanitary sewer.[8]
☐		Miscellaneous Drain or Wash Water	▪ Drain condensate of air conditioning units to landscaping. Large air conditioning units may connect to the sanitary sewer.[8] ▪ Roof drains from equipment drain to landscaped area where practicable. ▪ Drain boiler drain lines, roof top equipment, all wash water to sanitary sewer.[8]
☐		Architectural Copper Rinse Water	▪ Drain rinse water to landscaping, discharge to sanitary sewer[8], or collect and dispose properly offsite. See flyer "Requirements for Architectural Copper."

[8] Any connection to the sanitary sewer system is subject to sanitary district approval.

[9] Businesses that may have outdoor process activities/equipment include machine shops, auto repair, industries with pretreatment facilities.

Worksheet C

Low Impact Development – Site Design Measures

Select Appropriate Site Design Measures *(Required for C.3 Regulated Projects; all other projects are encouraged to implement site design measures, which may be required at municipality discretion.) Projects that create and/or replace 2,500 – 10,000 sq.ft. of impervious surface, and stand-alone single family homes that create/replace 2,500 sq.ft. or more of impervious surface, must include* ***one of Site Design Measures a through f*** *(Provision C.3.i requirements).[10] Larger projects must also include applicable Site Design Measures g through i. Consult with municipal staff about requirements for your project.*

Select appropriate site design measures and Identify the Plan Sheet where these elements are shown.

Yes	Plan Sheet Number	
☐		a. Direct roof runoff into cisterns or rain barrels and use rainwater for irrigation or other non-potable use.
☑	C2.0	b. Direct roof runoff onto vegetated areas.
☑	C2.0	c. Direct runoff from sidewalks, walkways, and/or patios onto vegetated areas.
☑	C2.0	d. Direct runoff from driveways and/or uncovered parking lots onto vegetated areas.
☑		e. Construct sidewalks, walkways, and/or patios with pervious or permeable surfaces. Use the specifications in the C3 Technical Guidance (Version 4.1) downloadable at www.flowstobay.org/newdevelopment.
☐		f. Construct bike lanes, driveways, and/or uncovered parking lots with pervious surfaces. Use the specifications in the C3 Technical Guidance (Version 4.1) downloadable at www.flowstobay.org/newdevelopment.
☑		g. Limit disturbance of natural water bodies and drainage systems; minimize compaction of highly permeable soils; protect slopes and channels; and minimize impacts from stormwater and urban runoff on the biological integrity of natural drainage systems and water bodies.
☑		h. Conserve natural areas, including existing trees, other vegetation and soils.
☑		i. Minimize impervious surfaces.

Regulated Projects can also consider the following site design measures to reduce treatment system sizing:

Yes	Plan Sheet Number	
☐		j. Self-treating area (see Section 4.2 of the C.3 Technical Guidance)
☑	C4.1	k. Self-retaining area (see Section 4.3 of the C.3 Technical Guidance)
☑	C4.1	l. Plant or preserve interceptor trees (Section 4.1, C.3 Technical Guidance)

[10] See MRP Provision C.3.a.i.(6) for non-C.3 Regulated Projects, C.3.c.i.(2)(a) for Regulated Projects, C.3.i for projects that create/replace 2,500 to 10,000 sq.ft. of impervious surface and stand-alone single family homes that create/replace 2,500 sq.ft. or more of impervious surface.

Worksheet D

C3 Regulated Project - Stormwater Treatment Measures

Check all applicable boxes and indicate the treatment measure(s) included in the project.

Yes	
☐ Attach Worksheet F and Calculations	Is the project a **Special Project**?[11] If yes, consult with municipal staff about the need to evaluate the feasibility and infeasibility of 100% LID treatment. Indicate the type of non-LID treatment to be used, the hydraulic sizing method[12], and percentage of the amount of runoff specified in Provision C.3.d that is treated: Non-LID Treatment Measures: — Hydraulic sizing method[12] — % of C.3.d amount of runoff treated ☐ Media filter — ☐2.a ☐2.b ☐2.c — ____% ☐ Tree well filter — ☐2.a ☐2.b ☐2.c — ____%
☐	Is the project using infiltration systems? The MRP no longer requires the use or analysis of the feasibility of infiltration, but infiltration systems are encouraged and may be beneficial depending on the project. Indicate the infiltration measures to be used, and hydraulic sizing method: Infiltration Measures: — Hydraulic sizing method[12] ☐ Bioinfiltration[13] — ☐1.a ☐1.b ☐2.c ☐3 ☐ Pervious Pavement — ☐1.a ☐1.b ☐ Infiltration trench — ☐1.a ☐1.b ☐ Other (specify): _____
☐	Is the project harvesting and using rainwater? The MRP no longer requires the use or analysis of the feasibility of rainwater harvesting, but it rainwater harvesting and use is encouraged and may be beneficial depending on the project. Rainwater Harvesting/Use Measures: — Hydraulic sizing method[12] ☐ Rainwater Harvesting for indoor non-potable water use — ☐1.a ☐1.b ☐ Rainwater Harvesting for landscape irrigation use — ☐1.a ☐1.b
☑	Is the project installing biotreatment measures? Indicate the biotreatment measures to be used, and the hydraulic sizing method: Biotreatment Measures: — Hydraulic sizing method[12] ☑ Bioretention area — ☑2.c ☐3 ☑ Flow-through planter — ☑2.c ☐3 ☐ Other (specify): _____

A copy of the long term Operations and Maintenance (O&M) Agreement and Plan for this project will be required. Please contact the NPDES Representative of the applicable municipality for an agreement template and consult the C.3 Technical Guidance at www.flowstobay.org for maintenance plan templates for specific facility types.

[11] Special Projects are smart growth, high density, or transit-oriented developments with the criteria defined in Provision C.3.e.ii.(2), (3) or (4) (see Worksheet F).

[12] Indicate which of the following Provision C.3.d.i hydraulic sizing methods were used. Volume based approaches: 1(a) Urban Runoff Quality Management approach, or 1(b) 80% capture approach (recommended volume-based approach). Flow-based approaches: 2(a) 10% of 50-year peak flow approach, 2(b) 2 times the 85th percentile rainfall intensity approach, or 2(c) 0.2-Inch-per-hour intensity approach (recommended flow-based approach – also known as the 4% rule). Combination flow and volume-based approach: 3.

[13] See Section 6.1 of the C.3 Technical Guidance for conditions in which bioretention areas provide bioinfiltration.

Worksheet E

Hydromodification Management

E-1 Is the project a Hydromodification Management[14] (HM) Project?

E-1.1 Is the total impervious area increased over the pre-project condition?

☐ Yes. Continue to E-1.2.

☑ No. Go to Item E-1.3 and check "No".

E-1.2 Is the site located in an HM Control Area per the HM Control Areas map (Appendix H of the C.3 Technical Guidance)?

☐ Yes. Go to E-1.3 and check "Yes".

☐ No. Attach map, indicating project location. Go to Item E-1.3 and check "No".

E-1.3 Is the project a Hydromodification Management Project?

☐ Yes. The project is subject to HM requirements in Provision C.3.g of the Municipal Regional Stormwater Permit.

☑ No. The project is EXEMPT from HM requirements.

- If the project is subject to the HM requirements, incorporate in the project flow duration control measures designed such that post-project discharge rates and durations match pre-project discharge rates and durations.
- The Bay Area Hydrology Model (BAHM) has been developed to help size flow duration controls. See www.bayareahydrologymodel.org. Guidance is provided in Chapter 7 of the C.3 Technical Guidance.

E-2 Incorporate HM Controls (if required)

Are the applicable items provided with the Plans?

Yes	No	NA	
☐	☐	☐	Site plans with pre- and post-project impervious surface areas, surface flow directions of entire site, locations of flow duration controls and site design measures per HM site design requirement
☐	☐	☐	Soils report or other site-specific document showing soil type(s) on site
☐	☐	☐	If project uses the Bay Area Hydrology Model (BAHM), a list of model inputs and outputs.
☐	☐	☐	If project uses custom modeling, a summary of the modeling calculations with corresponding graph showing curve matching (existing, post-project, and post-project with HM controls curves), goodness of fit, and (allowable) low flow rate.
☐	☐	☐	If project uses the Impracticability Provision, a listing of all applicable costs and a brief description of the alternative HM project (name, location, date of start up, and entity responsible for maintenance).
☐	☐	☐	If the project uses alternatives to the default BAHM approach or settings, a written description and rationale.

[14] Hydromodification is the change in a site's runoff hydrograph, including increases in flows and durations that results when land is developed (made more impervious). The effects of hydromodification include, but are not limited to, increased bed and bank erosion of receiving streams, loss of habitat, increased sediment transport and/or deposition, and increased flooding. Hydromodification control measures are designed to reduce these effects.

Worksheet F
Special Projects

Complete this worksheet for projects that appear to meet the definition of "Special Project", per Provision C.3.e.ii of the Municipal Regional Stormwater Permit (MRP). The form assists in determining whether a project meets Special Project criteria, and the percentage of low impact development (LID) treatment reduction credit. Special Projects that implement less than 100% LID treatment must provide a narrative discussion of the feasibility or infeasibility of 100% LID treatment. See Appendix J of the C.3 Technical Guidance Handbook (download at www.flowstobay.org) for more information.

F.1 "Special Project" Determination *(Check the boxes to determine if the project meets any of the following categories.)*

Special Project Category "A"

Does the project have ALL of the following characteristics?

- ☐ Located in a municipality's designated central business district, downtown core area or downtown core zoning district, neighborhood business district or comparable pedestrian-oriented commercial district, or historic preservation site and/or district[15];
- ☐ Creates and/or replaces 0.5 acres or less of impervious surface;
- ☐ Includes no surface parking, except for incidental parking for emergency vehicle access, ADA access, and passenger or freight loading zones;
- ☐ Has at least 85% coverage of the entire site by permanent structures. The remaining 15% portion of the site may be used for safety access, parking structure entrances, trash and recycling service, utility access, pedestrian connections, public uses, landscaping and stormwater treatment.

☐ No (continue) ☐ Yes – Complete Section F.2 below

Special Project Category "B"

Does the project have ALL of the following characteristics?

- ☐ Located in a municipality's designated central business district, downtown core area or downtown core zoning district, neighborhood business district or comparable pedestrian-oriented commercial district, or historic preservation site and/or district[20];
- ☐ Creates and/or replaces more than 0.5 acres of impervious area and less than 2.0 acres;
- ☐ Includes no surface parking, except for incidental parking for emergency access, ADA access, and passenger or freight loading zones;
- ☐ Has at least 85% coverage of the entire site by permanent structures. The remaining 15% portion of the site may be used for safety access, parking structure entrances, trash and recycling service, utility access, pedestrian connections, public uses, landscaping and stormwater treatment;
- ☐ Minimum density of either 50 dwelling units per acre (for residential projects) or a Floor Area Ratio (FAR) of 2:1 (for commercial projects) - mixed use projects may use either criterion. **Note Change on 7/1/16[16]**

☐ No (continue) ☐ Yes – Complete Section F-2 below

Special Project Category "C"

Does the project have ALL of the following characteristics?

- ☐ At least 50% of the project area is within 1/2 mile of an existing or planned transit hub[17] or 100% within a planned Priority Development Area[18];
- ☐ The project is characterized as a non-auto-related use[19]; and
- ☐ Minimum density of either 25 dwelling units per acre (for residential projects) or a Floor Area Ratio (FAR) of 2:1 (for commercial projects) - mixed use projects may use either criterion. **Note Change on 7/1/16[16]**

☐ No (continue) ☐ Yes – Complete Section F-2 below

---

[15] And built as part of a municipality's stated objective to preserve/enhance a pedestrian-oriented type of urban design.

[16] **Effective 7/1/16**, the MRP establishes definitions for "Gross Density"(GD) & FAR. GD is defined as, "the total number of residential units divided by the acreage of the entire site area, including land occupied by public right-of-ways, recreational, civic, commercial and other non-residential uses." FAR is defined as," the Ratio of the total floor area on all floors of all buildings at a project site (except structures, floors, or floor areas dedicated to parking) to the total project site area.

[17] "Transit hub" is defined as a rail, light rail, or commuter rail station, ferry terminal, or bus transfer station served by three or more bus routes. (A bus stop with no supporting services does not qualify.)

[18] A "planned Priority Development Area" is an infill development area formally designated by the Association of Bay Area Government's / Metropolitan Transportation Commission's FOCUS regional planning program.

[19] Category C specifically excludes stand-alone surface parking lots; car dealerships; auto and truck rental facilities with onsite surface storage; fast-food restaurants, banks or pharmacies with drive-through lanes; gas stations; car washes; auto repair and service facilities; or other auto-related project unrelated to the concept of transit oriented development.

F.2 LID Treatment Reduction Credit Calculation

(If more than one category applies, choose only one of the applicable categories and fill out the table for that category.)

Category	Impervious Area Created/Replaced (sq. ft.)	Site Coverage (%)	Project Density[16] or FAR[16]	Density/Criteria	Allowable Credit (%)	Applied Credit (%)
A	47,715	13.4338	N.A.	N.A.	100%	
B				Res ≥ 50 DU/ac or FAR ≥ 2:1	50%	
				Res ≥ 75 DU/ac or FAR ≥ 3:1	75%	
				Res ≥ 100 DU/ac or FAR ≥ 4:1	100%	
C				**Location credit (select one)[20]:**		
				Within ¼ mile of transit hub	50%	
				Within ½ mile of transit hub	25%	
				Within a planned PDA	25%	
				Density credit (select one):		
				Res ≥ 30 DU/ac or FAR ≥ 2:1	10%	
				Res ≥ 60 DU/ac or FAR ≥ 4:1	20%	
				Res ≥ 100 DU/ac or FAR ≥ 6:1	30%	
				Parking credit (select one):		
				≤ 10% at-grade surface parking[21]	10%	
				No surface parking	20%	
				TOTAL TOD CREDIT =		**0**

F.3 Narrative Discussion of the Feasibility/Infeasibility of 100% LID Treatment:

If project will implement less than 100% LID, prepare a discussion of the feasibility or infeasibility of 100% LID treatment, as described in Appendix J of the C.3 Technical Guidance.

F.4 Select Certified Non-LID Treatment Measures:

If the project will include non-LID treatment measures, select a treatment measure certified for "Basic" General Use Level Designation (GULD) by the Washington State Department of Ecology's Technical Assessment Protocol – Ecology (TAPE). Guidance is provided in Appendix J of the C.3 Technical Guidance (download at www.flowstobay.org).[22]

[20] To qualify for the location credit, at least 50% of the project's site must be located within the ¼ mile or ½ mile radius of an existing or planned transit hub, as defined on page 1, footnote 2. A planned transit hub is a station on the MTC's Regional Transit Expansion Program list, per MTC's Resolution 3434 (revised April 2006), which is a regional priority funding plan for future transit stations in the San Francisco Bay Area. To qualify for the PDA location credit, 100% of the project site must be located within a PDA, as defined on page 1, footnote 3.

[21] The at-grade surface parking must be treated with LID treatment measures.

[22] TAPE certification is used in order to satisfy Special Project's reporting requirements in the MRP.

Worksheet G
(For municipal staff use only)

G-1 **Alternative Certification:** Were the treatment and/or HM control sizing and design reviewed by a qualified third-party professional that is not a member of the project team or agency staff?

☐ Yes ☐ No Name of Reviewer _____

G-2 **High Priority Site:** High Priority Sites can include those located in or within 100 feet of a sensitive habitat, an Area of Special Biological Significance (ASBS), a body of water, or **starting 7/1/16** on "hillside projects" disturbing >=5,000 sq.ft. of land and with steep slopes (of >=15% - see cell **I.A.4** - or as identified by municipal criteria or map). These sites are subject to monthly inspections from Oct 1 to April 30. See MRP Provision C.6.e.ii.(2).

.

☐ Yes ☐ No If yes, then add site to Staff's Monthly Rainy Season Construction Site Inspection List

G-3 **Inspections of Sites with Pervious Paving: Starting 7/1/16**, Regulated projects that are installing 3,000 sq.ft. or more of pervious paving (see cell **I.B.1.e.1**) (excluding private-use patios in single family homes, townhomes, or condominiums) must have the paving system inspected by the jurisdiction upon completion of the installation and the site must be added to the jurisdiction's list of sites needing inspections at least once every five years – see provision C.3.h. Pervious pavement systems include pervious concrete, pervious asphalt, pervious pavers and grid pavers etc. and are described in the C3 Technical Guidance (Version 4.1) downloadable at: www.flowstobay.org/newdevelopment.

☐ Yes ☐ No If yes, then add site to Staff's Lists for Inspections at the end of Construction and O&M.

Operations and Maintenance (O&M) Submittals

G-4 Stormwater Treatment Measure and/HM Control Owner or Operator's Information:

Name:_____

Address:_____

Phone:_____ Email:_____

- *Applicant must call for inspection and receive inspection within 45 days of installation of treatment measures and/or hydromodification management controls.*

The following questions apply to C.3 Regulated Projects and Hydromodification Management Projects.

		Yes	No	N/A
G-4.1	Was maintenance plan submitted?	☐	☐	☐
G-4.2	Was maintenance plan approved?	☐	☐	☐
G-4.3	Was maintenance agreement submitted? (Date executed:_____)	☐	☐	☐

- *Attach the executed maintenance agreement as an appendix to this checklist.*

G-5 **Annual Operations and Maintenance (O&M) Submittals (for municipal staff use only):**

For C.3 Regulated Projects and Hydromodification Management Projects, indicate the dates on which the Applicant submitted annual reports for project O&M:

_____

G-6 **Comments (for municipal staff use only):**

G-7 NOTES (for municipal staff use only):

Section I Notes:_____

Worksheet A Notes:_____

Worksheet B Notes:_____

Worksheet C Notes:_____

Worksheet D Notes:_____

Worksheet E Notes:_____

Worksheet F Notes:_____

G-8 Project Close-Out (for municipal staff use only):

		Yes	No	NA
8.1	Were final Conditions of Approval met?	☐	☐	
8.2	Was initial inspection of the completed treatment/HM measure(s) conducted? (Date of inspection:_____)	☐	☐	☐
8.3	Was maintenance plan submitted? (Date executed:_____)	☐	☐	☐
8.4	Was project information provided to staff responsible for O&M verification inspections? (Date provided to inspection staff:_____)	☐	☐	☐

G-9 Project Close-Out (Continued -- for municipal staff use only):

Name of staff confirming project is closed out:_____

Signature:_____ Date:_____

Name of O&M staff receiving information:_____

Signature:_____ Date:_____

Infiltration/Rainwater Harvesting and Use Feasibility Screening Worksheet

Apply these screening criteria for C.3 Regulated Projects required to implement Provision C.3 stormwater treatment requirements. If the agency has already determined that Provision C.3 treatment requirements will be met using infiltration facilities or rainwater harvesting and use, this form is not required. See the Glossary (Attachment 1) for definitions of terms marked with an asterisk (*).Contact municipal staff to determine whether the project meets Special Project* criteria. If the project meets Special Project criteria, it will receive LID treatment reduction credits.*

1. Applicant Info

Site Address: 123 Independence Dr, Menlo Park, CA APN: 055-236-300, 055-236-240, 055-236-140, 055-236-180, 055-236-280

Applicant Name: Nektarios Matheou Phone No.: 408-727-6665

Mailing Address: 3350 Scott Blvd., Building 22, Santa Clara

2. Feasibility Screening for Infiltration

Do site soils either (a) have a saturated hydraulic conductivity* (Ksat) that will NOT allow infiltration of 80% of the annual runoff (that is, the Ksat is LESS than 1.6 inches/hour), or, if the Ksat rate is not available, (b) consist of Type C or D soils?[1]

☒ Yes (continue) ☐ No – complete the Infiltration Feasibility Worksheet. If infiltration of the C.3.d amount of runoff is found to be feasible, there is no need to complete the rest of this screening worksheet.

3. Recycled Water Use

Check the box if the project is installing and using a recycled water plumbing system for non-potable water use.

☐ The project is installing a recycled water plumbing system, and the installation of a second non-potable water system for harvested rainwater is impractical, and considered infeasible due to cost considerations. Skip to Section 6.

4. Calculate the Potential Rainwater Capture Area* for Screening of Harvesting and Use

Complete this section for the entire project area. If rainwater harvesting and use is infeasible for the entire site, and the project includes one or more buildings that each have an individual roof area of 10,000 sq. ft. or more, then complete Sections 4 and 5 of this form for each of these buildings. For Special Projects that receive < 100% LID treatment reduction, skip Sections 4 through 6 of this form and use the Rainwater Harvesting and Use Feasibility Worksheet to determine feasibility of harvest and use.

4.1 Table 1 is completed for (check one): ☒ The whole project ☐ Area of 1 building roof (10,000 sq.ft. min.)

Table 1: Calculation of the Potential Rainwater Capture Area*

The Potential Rainwater Capture Area may consist of either the entire project area or one building with a roof area of 10,000 sq. ft. or more.

	1	2	3	4
	Pre-Project Impervious surface[2] (sq.ft.), if applicable	Proposed Impervious Surface[2] (IS), in sq. ft.		Post-project landscaping (sq.ft.), if applicable
		Replaced[3] IS	Created[4] IS	
a. Enter the totals for the area to be evaluated:	307,326	300,587	0	54,598
b. Sum of replaced and created impervious surface:	N/A	300,587		N/A
c. Area of existing impervious surface that will NOT be replaced by the project.	0	N/A		N/A

[1] Base this response on the site-specific soil report, if available. If this is not available, consult soil hydraulic conductivity maps in Attachment 3.

[2], Enter the total of all impervious surfaces, including the building footprint, driveway(s), patio(s), impervious deck(s), unroofed porch(es), uncovered parking lot (including top deck of parking structure), impervious trails, miscellaneous paving or structures, and off-lot impervious surface (new, contiguous impervious surface created from road projects, including sidewalks and/or bike lanes built as part of new street). Impervious surfaces do NOT include vegetated roofs or pervious pavement that stores and infiltrates rainfall at a rate equal to immediately surrounding, unpaved landscaped areas, or that stores and infiltrates the C.3.d amount of runoff*.

[3] "Replaced" means that the project will install impervious surface where existing impervious surface is removed.

[4] "Created" means the project will install new impervious surface where there is currently no impervious surface.

* For definitions, see Glossary (Attachment 1).

4.2 Answer this question ONLY if you are completing this section for the entire project area. If existing impervious surface will be replaced by the project, does the area to be replaced equal at least 50%, but less than 100%, of the existing area of impervious surface? *(Refer to Table 1, Row "a". Is the area in Column 2 ≥ 50%, but < 100%, of Column 1?)*

■ Yes, C.3. stormwater treatment requirements apply to areas of impervious surface that will remain in place as well as the area created and/or replaced. This is known as the 50% rule.

☐ No, C.3. requirements apply only to the impervious area created and/or replaced.

4.3 Enter the square footage of the Potential Rainwater Capture Area*. If you are evaluating only the roof area of a building, or you answered "no" to Question 4.2, this amount is from Row "b" in Table 1. If you answered "yes" to Question 4.2, this amount is the sum of Rows "b" and "c" in Table 1:

300,587 square feet.

4.4 Convert the measurement of the Potential Rainwater Capture Area* from square feet to acres (divide the amount in Item 4.3 by 43,560):

6.90 acres.

5. Feasibility Screening for Rainwater Harvesting and Use

5.1 Use of harvested rainwater for landscape irrigation:

Is the onsite landscaping LESS than 2.5 times the size of the Potential Rainwater Capture Area* (Item 4.3)? (Note that the landscape area(s) would have to be contiguous and within the same Drainage Management Area to use harvested rainwater for irrigation via gravity flow.)

■ Yes (continue) ☐ No – direct runoff from impervious areas to self-retaining areas* OR refer to Table 11 and the curves in Appendix F of the LID Feasibility Report to evaluate feasibility of harvesting and using the C.3.d amount of runoff for irrigation.

5.2 Use of harvested rainwater for toilet flushing or non-potable industrial use:

a. Residential Projects: Proposed number of dwelling units: 432
Calculate the dwelling units per impervious acre by dividing the number of dwelling units by the acres of the Potential Rainwater Capture Area* in Item 4.4. Enter the result here:

65.1)

Is the number of dwelling units per impervious acre LESS than 100 (assuming 2.7 occupants/unit)?

■ Yes (continue) ☐ No – complete the Rainwater Harvesting/Use Feasibility Worksheet.

b. Commercial/Industrial Projects: Proposed interior floor area: 0 (sq. ft.)

Calculate the proposed interior floor area (sq.ft.) per acre of impervious surface by *dividing the interior floor area (sq.ft.) by the acres of the Potential Rainwater Capture Area* in Item 4.4. Enter the result here:*

_____

Does square footage of the interior floor space per impervious acre equal LESS than 70,000?

☐ Yes (continue) ☐ No – complete the Rainwater Harvesting/Use Feasibility Worksheet

c. School Projects: Proposed interior floor area: 0 (sq. ft.)

Calculate the proposed interior floor area per acre of impervious surface by *dividing the interior floor area (sq.ft.) by the acres of the Potential Rainwater Capture Area* in Item 4.4 . Enter the result here:*

_____.

Does square footage of the interior floor space per impervious acre equal LESS than 21,000?)

☐ Yes (continue) ☐ No – complete the Rainwater Harvesting/Use Feasibility Worksheet

* For definitions, see Glossary (Attachment 1).

d. Mixed Commercial and Residential Use Projects

- Evaluate the residential toilet flushing demand based on the dwelling units per impervious acre for the residential portion of the project, following the instructions in Item 5.2.a, except you will use a prorated acreage of impervious surface, based on the percentage of the project dedicated to residential use.
- Evaluate the commercial toilet flushing demand per impervious acre for the commercial portion of the project, following the instructions in Item 5.2.b, except you will use a prorated acreage of impervious surface, based on the percentage of the project dedicated to commercial use.

e. Industrial Projects: Estimated non-potable water demand (gal/day): _____

Is the non-potable demand LESS than 2,400 gal/day per acre of the Potential Rainwater Capture Area?

☐ Yes (continue) ☐ No – refer to the curves in Appendix F of the LID Feasibility Report to evaluate feasibility of harvesting and using the C.3.d amount of runoff for industrial use.

6. Use of Biotreatment

If only the "Yes" boxes were checked for all questions in Sections 2 and 5, or the project will have a recycled water system for non-potable use (Section 3), then the applicant may use appropriately designed bioretention facilities for compliance with C.3 treatment requirements. The applicant is encouraged to maximize infiltration of stormwater if site conditions allow.

7. Results of Screening Analysis

Based on this screening analysis, the following steps will be taken for the project. (If biotreatment is allowed, check the biotreatment option only. If further analysis is needed, check all that apply):

☒ Implement biotreatment measures (such as an appropriately designed bioretention area).

☐ Conduct further analysis of infiltration feasibility by completing the Infiltration Feasibility Worksheet.

☐ Conduct further analysis of rainwater harvesting and use by (check one):

☐ Completing the Rainwater Harvesting and Use Feasibility Worksheet for:

☐ The entire project

☐ Individual building(s), if applicable, describe:_____

☐ Evaluating the feasibility of harvesting and using the C.3.d amount of runoff for irrigation, based on Table 11 and the curves in Appendix F of the LID Feasibility Report

☐ Evaluating the feasibility of harvesting and using the C.3.d amount of runoff for non-potable industrial use, based on the curves in Appendix F of the LID Feasibility Report.

If further analysis of infiltration or rainwater harvesting/use is required, download and complete the infiltration and/or rainwater harvesting/use feasibility forms, as necessary, at the City of Fremont's Environmental Services Division website: http://fremont.gov/stormwaterdevelopment.

Nektarios Matheou 09/06/2022

Signature Print Name Date

Circle one: (Licensed Soils Engineer / Licensed Civil Engineer / Licensed Architect / Licensed Landscape Architect)

Kier & Wright Civil Engineers and Surveyors; 3350 Scott Blvd Bldg 22, Santa Clara, CA 95054; (408) 727-6665

Name, address and telephone number of the Consultant's office.

* For definitions, see Glossary (Attachment 1).

GEOTECHNICAL REPORT

[Shall be provided in future submittal]

Flow-Through Planter Maintenance Plan for
[[== Insert Project Name ==]]

[[== Insert Date =]]

Flow-through planters are designed to treat and temporarily detain runoff without allowing seepage into the underlying soil. They typically receive runoff via downspouts leading from the roofs of adjacent buildings.

Project Address and Cross Streets_____

_____

Assessor's Parcel No.: _____

Property Owner: _____

Phone No.:_____

Designated Contact: _____

Phone No.:_____

Mailing Address:_____

_____

The property contains [[== insert number ==]] flow-through planter(s), located as described below and as shown in the attached site plan:

- **Flow-Through Planter No. 1** is located at [[== describe location ==]].
- [[== Add descriptions of other flow-through planters, if applicable. ==]]

I. Routine Maintenance Activities

The principal maintenance objectives are to ensure that water flows unimpeded into the flow-through planter and landscaping remains attractive in appearance. Table 1 shows the routine maintenance activities, and the frequency at which they will be conducted.

Table 1
Routine Maintenance Activities for Flow-Through Planters

No.	Maintenance Task	Frequency of Task
1	Evaluate health of trees and groundcover. Remove and replace all dead and diseased vegetation. Treat vegetation using preventative and low-toxic methods.	Twice a year
2	Maintain vegetation and the irrigation system. Prune and weed to keep flow-through planter neat and orderly in appearance.	As needed
3	Check that mulch is at appropriate depth (3 inches per soil specifications) and replenish as necessary.	Monthly
4	Check that soil is at appropriate depth. Till or replace soil as necessary to maintain a minimum of 6 inches between top of mulch and overflow weir.	Before wet season and as necessary
5	Remove accumulated sediment, litter and debris from flow-through planter and dispose of properly. Confirm that no clogging will occur and that the box will drain within three to four hours.	Before wet season and as necessary
6	Inspect flow-through planter to ensure that there are no clogs. Test with garden hose to confirm that the planter will drain within three to four hours.	Monthly during the wet season, and as needed after storm events

Table 1 Routine Maintenance Activities for Flow-Through Planters		
7	Inspect downspouts from rooftops and sheet flow from paved areas to ensure flow to planter box is unimpeded. Remove debris and repair damaged pipes. Check splash blocks or rocks and repair, replace and replenish as necessary.	Monthly during the wet season, and as needed after storm events
8	Inspect overflow pipe to ensure that it will safely convey excess flows to storm drain. Repair or replace any damaged or disconnected piping.	Before the wet season, and as necessary
9	Inspect flow-through planter to ensure that box is structurally sound (no cracks or leaks). Repair as necessary.	Annually
10	Inspect flow-through planter 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

IV. Inspections

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

Flow-Through Planter
Inspection and Maintenance Checklist

Property Address: _____ Property Owner: _____

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. Vegetation	Vegetation is dead, diseased and/or overgrown.			Vegetation is healthy and attractive in appearance.
2. Soil	Soil too deep or too shallow.			Soil is at proper depth (per soil specifications) for optimum filtration and flow.
3. 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.
4. Sediment, Trash and Debris Accumulation	Sediment, trash and debris accumulated in the flow-through planter. Planter does not drain as specified.			Sediment, trash and debris removed from flow-through planter and disposed of properly. Planter drains within 3-4 hours.
5. Clogs	Soil too deep or too shallow. Sediment, trash and debris accumulated in the flow-through planter. Planter does not drain within five days after rainfall.			Planter drains per design specifications.
6. Downspouts and Sheet Flow	Flow to planter is impeded. Downspouts are clogged or pipes are damaged. Splash blocks and rocks in need of repair, replacement or replenishment.			Downspouts and sheet flow is conveyed efficiently to the planter.
7. Overflow Pipe	Does not safely convey excess flows to storm drain. Piping damaged or disconnected.			Overflow pipe conveys excess flow to storm drain efficiently.
8. Structural Soundness	Planter is cracked, leaking or falling apart.			Cracks and leaks are repaired and planter is structurally sound.
9. Miscellaneous	Any condition not covered above that needs attention in order for the flow-through planter to function as designed.			Meet the design specifications.

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

City of Menlo Park
Attn: City Clerk
701 Laurel St.
Menlo Park, CA 94025

The undersigned declares this instrument to be exempt from Recording Fees (Govt. Code § 27383) and Documentary Transfer Tax (Rev. & Tax. Code §11922).

(Space above this line reserved for Recorder's use only)

Stormwater treatment construction and maintenance agreement at ADDRESS

This Stormwater Treatment Construction and Maintenance Agreement ("Agreement") is dated this ___ day of _____, **YEAR**, and is by and between the City of Menlo Park, a political subdivision of the State of California, hereinafter referred to as "City", and **NAME / DESCRIPTION**, ("Owner") as the owner of the real property commonly known as **ADDRESS**, and legally described on Exhibit A attached hereto (the "Property"), who enter into this Agreement with reference to the following recitals:

Recitals

WHEREAS, On October 14, 2009 the Regional Water Quality Board, San Francisco Bay Region, adopted R2-2009-0074, a new Municipal Regional Stormwater NPDES Permit; and

WHEREAS, Provision C.3.e.ii of this NPDES Permit, and as it may be amended or reissued from time to time, requires the permittee public agencies to provide minimum verification and access assurances that all treatment measures shall be adequately operated and maintained by entities responsible for the stormwater treatment measures; and

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

WHEREAS, Owner, is the owner of the real property commonly known as ADDRESS, and more particularly described in the attached legal description (Exhibit A)

WHEREAS, attached hereto as Exhibit B; is a legible reduced-scale copy of the Site Plan, which has been approved by and is on file with the City of Menlo Park Engineering Division, showing the stormwater treatment measure(s) that Owner has agreed to construct on the Property in connection with the development of the PROJECT ; and

WHEREAS, the Owner recognizes that the stormwater treatment measure(s) shown on Exhibit B (the "Stormwater Management Plan"), must be installed and maintained as indicated in this Agreement and as required by the NPDES permit; and

WHEREAS, the Owner acknowledges that the stormwater treatment measure(s) shall be owned, maintained, and repaired by the Owner to ensure their proper functioning for the health, safety, and welfare of the citizens of the City; and

WHEREAS, it is the purpose of this Agreement to memorialize in writing the Owner's agreement for installation, use, maintenance, and repair of the stormwater treatment measures.

THEREFORE, the Owner hereby covenants and agrees as follows:

Conditions of agreement

1. Construction of Treatment Measures:
   The on-site stormwater treatment measures shown on Exhibit B shall be constructed by the 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.

2. Operation & Maintenance Responsibility:
   This Agreement shall serve as the signed statement by the Owner accepting responsibility for 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 Property is legally transferred to another person or entity, the Owner shall provide, to the City, at least one of the following:
   a. A signed statement to the public entity assuming post-construction responsibility for treatment measure maintenance and that the treatment measures meet all local agency design standards; or
   b. 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
   c. Written text in project covenants, conditions and restrictions (CCRs) for residential properties assigning O&M responsibilities to the homeowners association for O&M of the treatment measures; or
   d. Any other legally enforceable agreement or mechanism that assigns responsibility for the maintenance of treatment measures.

3. Maintenance of Treatment Measures:
   The Owner shall not destroy or remove the stormwater treatment measures from the Property nor modify the stormwater treatment system in a manner that reduces its effectiveness, and shall, at Owner's sole expense, adequately maintain the stormwater treatment measures in good working order acceptable to the City and in accordance with the maintenance plan agreed hereto and attached as Exhibit C. This includes all pipes, channels, or other conveyances built to convey stormwater to the stormwater measures, as well as 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.

4. Sediment Management:
   Sediment accumulation resulting from the normal operation of the stormwater treatment measures will be managed appropriately by the Owner. The 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.

5. Annual Inspection and Report:
   The Owner shall, on an annual basis, conduct a minimum of one inspection of the stormwater treatment measures before the wet season. This inspection shall occur between August 1 and October 1 of each year. More frequent inspections may be required by the maintenance plan (Exhibit C). The Owner shall pay all costs and expenses of the inspections. The results of inspections shall be recorded on the Treatment Measure Operation and Maintenance Inspection Report (annual report), attached to this Agreement as Exhibit D and the Treatment Measure Checklist (annual report attachment), attached to this Agreement as Exhibit E. One Checklist shall be completed for each treatment measure.

   The annual report shall be made under penalty of perjury and shall be submitted to the City in order to verify that inspection and maintenance of the applicable stormwater treatment measures have been conducted pursuant to this Agreement. The Owner shall provide in the annual report a record of the volume of all accumulated sediment removed as a result of the treatment measures.

   The reporting period shall be the calendar year and the annual report shall be submitted no later than January 10 of the following year. It shall be delivered to the Stormwater Coordinator, Engineering Division, City of Menlo Park, 701 Laurel St., Menlo Park, CA 94025 or another member of the City staff as directed by the City.

6. Necessary Changes and Modifications:
   If the City determines that changes or modifications to the stormwater treatment measures and/or the maintenance plan Exhibit C are reasonably necessary to ensure that the treatment measures are adequately maintained and continue to function as originally designed and approved by the City, the City shall notify the Owner in writing of such determination and of the changes / modification the City believes to be necessary.

The Owner may, at its sole expense, make the recommended changes and modifications. Alternatively, the Owner may, also at its sole expense, have an independent stormwater consultant (approved by the City) review the recommended changes and modifications and make only those changes and modifications recommended by the consultant. If the Owner desires to modify the stormwater treatment measures, the Owner must submit a building permit application, complete with plans, to the City for approval.

7. Access to the Property:
The Owner hereby grants permission to the City of Menlo Park, the San Francisco Bay Regional Water Quality Control Board, the San Mateo County Mosquito Abatement District, the San Manteo County Flood Control District, and their authorized agents and employees to enter upon the Property at reasonable times, upon reasonable prior notice, 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 Municipal Stormwater Permit and any amendments or reissuances of it 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 this Agreement, the ordinance, guideline, criteria, permit or other written direction. The agency shall provide reasonable (as may be appropriate for the particular circumstances) notice to the Owner before entering the property and shall minimize interference with the Owner's use of the Property and stormwater treatment measures. Such notice will not be necessary if emergency conditions require immediate remedial action. If it is determined during inspection by an agency listed above, that the Owner has breached any maintenance obligation, the cost of which is in excess of one thousand dollars ($1,000.00), the Property Owner agrees to reimburse that agency for the cost and expenses of said inspection.

8. Failure to Maintain Treatment Measures:
The Owner recognizes that use, modification, and proper maintenance of the stormwater treatment measures is for the benefit of all citizens of the City and that the City is an intended third party beneficiary of this Agreement and may, upon notice of hearing, as set forth below, exercise powers of enforcement of this Agreement. If the Owner determines during inspection that the treatment measures requires repair or replacement, the Owner shall make reasonable efforts with ensure that such work shall be performed within sixty (60) days or such later time as may be approved by the City if such work cannot reasonably be completed within sixty (60) days.

   In the event the Owner fails to maintain the stormwater treatment measures as required by Exhibit C, the City shall by mail or personal delivery give written notice of the breach of any maintenance obligation to the Owner with a demand that such breach be remedied. If such breach is not remedied within sixty (60) days of the mailing or delivery of such notice, the City shall have standing and the right (but not the obligation) to bring a court action against Owner to enforce such provision.

   The notice may also contain a date for a hearing on the matter before a City employee designated by the City (which hearing shall be held no sooner than fifteen (15) days after mailing of such notice), and if after such hearing the City determines that there has been inadequate maintenance, the City shall have the right (but not the obligation) to undertake the maintenance of the treatment measures. 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 measures and in no event shall this Agreement be construed to impose any such obligation on the City.

9. Reimbursement of City Expenditures:
In the event the City, pursuant to this Agreement, performs work of any nature (direct or indirect), including any re-inspections or any actions it deems necessary or appropriate to return the treatment measures to 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 Owner shall be liable and responsible to immediately reimburse the City for all funds reasonably expended or shall forfeit any required bond for the cost incurred by the City hereunder.

   If these costs are not paid within the prescribed time period, the City may assess the Owner the cost of the work, both direct and indirect and applicable penalties. Such assessment shall constitute a lien against the

Property included in this Agreement and may be enforced against the Property, the Owner, and any successor owner of 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 Owner's failure to maintain the treatment measures. In the event of any dispute involving the City enforcing the terms and provisions of this Agreement, or the City exercising any and all legal remedies, the prevailing party shall be entitled to recover reasonable attorney fees and costs incurred.

10. Indemnification:
The Owner shall indemnify, hold harmless, and defend the City and its authorized or subsidiary agencies, their officers, officials, agents, employees, and servants from and against any and all claims, demands, suits, damages, liabilities, losses, accidents, casualties, occurrences, payments, or actions of every name, kind and description, including attorney fees claimed, which might arise or be asserted based on negligence or willful misconduct of the Owner or its respective employees, agents, or contractors, brought for, or on account of, injuries to or death of any person or damage to the Property resulting from the performance of any work required by this Agreement by parties, their officers, agents, employees and servants and/or any damages, penalties, claims or injuries resulting from the presence, existence or maintenance of the treatment measures. The duty of the Owner to indemnify and hold harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

In the event a claim is asserted against the City, its authorized agents, officers, officials, or employees, the City shall promptly notify the Owner and the Owner shall defend at its own expense any suit based on such claim. If any judgement or claims against the City, its authorized agents, officers, officials, or employees shall be allowed, the 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, payments, or claims of every name, kind, and description including attorney fees claimed which arise due solely to the negligence or willful misconduct of the City.

11. No Additional Liability:
It is the intent of this Agreement to insure the property maintenance of the treatment measures by the 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 or damage alleged to result from or caused by stormwater runoff.

12. Performance Financial Assurance:
The City may request the Owner to provide a performance bond, security, or other appropriate financial assurance providing for the maintenance of the stormwater treatment measures pursuant to the City's ordinances, guidelines, criteria or written direction.

13. Transfer of Property:
This Agreement shall run in perpetuity as long as the stormwater treatment measures remains in place and is binding upon, and inures to the benefit of, the Owner and their heirs, successors, assigns, executors, administrators, personal and legal representatives. The 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 owner of the Property or any portion thereof.

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 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.

15. Recordation:
The Agreement shall be recorded with the County Recorder within twenty (20) days of the date of execution. Recordation shall be at the expense of the Owner. The City reserves the option to record this Agreement.

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 Owner, shall execute a release of this Agreement, which the Owner may record in the County Recorder's Office at the Owner's expense. The City reserves the option to

record such release of this Agreement. The stormwater treatment measures shall not be removed from the Property unless such a release is so executed and recorded.

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 or amended without prior written consent of the City Director of Public Works. Such modifications shall be effective upon the date of execution by the Owner and the City Directory of Public Works shall be recorded. Nothing contained in this section shall limit any other right or remedy which the City may have under its ordinances or state law.

18. Governing Law:
    This Agreement shall be governed by the laws of the State of California.

19. Waiver:
    Waiver by City of any breach of one or more of these terms, covenants or conditions of this Agreement or any default in the performance of any obligations under this Agreement shall not be construed as waiver of any other term, covenant, condition, or obligation; nor shall a waiver of any incident of breach or default constitute a continuing waver of same.

20. Attorney Fees:
    In the event of any litigation arising out of, or to enforce the terms and provisions of, this Agreement, the prevailing party shall be entitled to recover its attorney's fees and costs of suit:

21. Entire Agreement:
    This Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements, arrangements, or understandings (oral or written) between or among the parties relating to the subject matter of the Agreement which are not fully expressed herein. This Agreement may not be amended or modified except by a written instrument signed by both parties and recorded in the San Mateo County Recorder's Office.

22. Notice:
    All notices or other communications shall be deeded given when: (a) personally delivered;)b_ received by overnight courier, or (c) received if mailed by postage prepaid mail to the parties at the addresses set forth below:

    City:
    City of Menlo Park
    701 Laurel St.
    Menlo Park, CA 94025

    Owner:
    NAME
    ADDRESS
    CITY, STATE ZIP

    Attachments:

Exhibit A	Legal Description of the Property
Exhibit B	Site Plan
Exhibit C	Maintenance Plan
Exhibit D	Inspection and Maintenance Checklists
Exhibit E	Annual Inspection Report

[SIGNATURES APPEAR ON NEXT PAGE]

Signatures
IN WITNESS WHEREOF, the Parties have hereunder subscribed their names the day and year indicated below.

OWNER:

Signature _____ Date _____

Name _____

CITY OF MENLO PARK:

Nicole H. Nagaya, Public Works Director _____ Date _____

APPROVED AS TO FORM:

Cara Silver, Interim City Attorney _____ Date _____

ATTEST:

Judi A. Herren, City Clerk _____ Date _____