

STORMWATER MANAGEMENT PLAN

FOR

TM5392RPL3; STP04-050; ER04-18-008

SAN DIEGO, CALIFORNIA

PREPARED FOR:

A & E SWEET HOMES LLC

100 South Anaheim Blvd. suite 360
Anaheim, CA 92805

PREPARED BY:

FEREYDOON ALIPANAH

SECOND CATEGORY:

The County needs to assure ongoing maintenance. The nature of the proposed BMPs indicates that it is appropriate for property owners to be given primary responsibility for maintenance, on a perpetual basis (unless a stormwater utility is eventually formed). However, the County (in a "backup" role) needs to be able to step in and perform the maintenance if property owner fails, and needs to have security to provide funding for such backup maintenance. Security for "backup" maintenance after the interim period (5 years) would not be provided, however primary owner maintenance responsibility would remain. If a stormwater utility or other permanent mechanism is put into place, it could assume either a primary or backup maintenance role.

Typical BMPs:

- Biofilters (Grass swale, Grass strip, Minor wetland vegetation swale)
- Small Detention Basins (Extended/dry detention basin)
- Infiltration BMP (basin, trench)
- Single Storm Drain Inserts, Oil/Water separator, **Catch basin insert & screens.**

Mechanisms to Assure Maintenance:

1. **Stormwater Ordinance Requirement:** The County of San Diego Watershed Protection, Stormwater Management, and Discharge Control Ordinance (S.O.) requires this ongoing maintenance. In the event that the mechanisms below prove ineffective, or in addition to enforcing those mechanisms, civil action, criminal action or administrative citation could also be pursued for violations of the ordinance.
2. **Public Nuisance Abatement:** Under the S.O. failure to maintain a BMP would constitute a public nuisance, which may be abated under the Uniform Public Nuisance Abatement Procedure. This provides an enforcement mechanism additional to the above, and would allow costs of maintenance to be billed to the owner, a lien placed on the property, and the tax collection process to be used.
3. **Notice to Purchasers.** Section 67.819(e) of the SO requires developers to provide clear written notification to persons acquiring land upon which a BMP is located, or others assuming a BMP maintenance obligation, of the maintenance duty.
4. **Conditions in Ongoing Land Use Permits:** For those applications (listed in SO Section 67.804) upon whose approval ongoing conditions may be imposed, a condition will be added which requires the owner of the land upon which the stormwater facility is located to maintain that facility in accordance with the requirements specified in the SMP. Failure to perform maintenance may then be addressed as a violation of the permit, under the ordinance governing that permit process.
5. **Subdivision Public Report:** Tentative Map and Tentative Parcel Map approvals will be conditioned to require that, prior to approval of a Final or Parcel Map, the

subdivider shall provide evidence to the Director of Public Works, that the subdivider has requested the California Department of Real Estate to include in the public report to be issued for the sales of lots within the subdivision, a notification regarding the maintenance requirement. (The requirement for this condition would not be applicable to subdivisions which are exempt from regulation under the Subdivided Lands Act, or for which no public report will be issued.)

6. **BMP Maintenance Agreement with Easement and Covenant:** An agreement will be entered into with the County, which will function three ways:
- (a) it will commit the land to being used only for purposes of the BMP;
 - (b) it will include an agreement by the landowner, to maintain the facilities in accordance with the SMP (this obligation would be passed on to future purchasers or successors of the landowner, as a covenant); and
 - (c) it will include an easement giving the County the right to enter onto the land (and any necessary adjacent land needed for access) to maintain the BMPs.

This would be required of all applications listed in SO Section 67.804. In the case of subdivisions, this easement and covenant would be recorded on or prior to the Final or Parcel Map.

Funding:

Developer would provide the County with SECURITY to back up the maintenance agreement, which would remain in place for an interim period of 5 years. The amount of the security would equal the estimated cost of 2 years of maintenance activities. The security can be a Cash Deposit, Letter of Credit or other form acceptable to the County.

Cost:

The cost of maintenance for the proposed catch basin insert is about \$600 per year and home owners will bear the cost through home owners association.

7.0 SUMMARY/CONCLUSIONS

This SWMP has been prepared in accordance with the Watershed Protection, Stormwater Management, and Discharge Control Ordinance and the Stormwater Standards Manual. This SWMP has evaluated and addressed the potential pollutants associated with this project and their effects on water quality. A summary of the facts and findings associated with this project and the measures addressed by this SWMP is as follows:

The beneficial uses for the receiving waters have been identified. None of these beneficial uses will be impaired or diminish due to the construction and operation of this project.

This project will not significantly alter drainage patterns on the site. The discharge points will not be changed

Open areas and slopes will be landscaped to reduce or eliminate sediment discharge.

The proposed construction and post-construction BMPs address mitigation measures to protect water quality and protection of water quality objectives and beneficial uses to the maximum extent practicable.