APPENDIX F AUTHORTIY RULES AND REGULATIONS

- ◆ Storm Water Code
- ◆ Standard Tenant Leasehold Agreement

Appendix F - Authority Rules and Regulations



CODES

ARTICLE 8 - GENERAL OPERATIONS

PART 8.7 - STORM WATER CONTROL

SECTION 8.70 - GENERAL PROVISIONS

- (a) <u>General</u>. Sections 8.70 to 8.80 of this Code shall be known as the "**San Diego County Regional Airport Authority Storm Water Management and Discharge Control**" and the "**Storm Water Code**" and may be so cited. Capitalized terms not otherwise defined in this Section are defined in Section 8.71 of the Storm Water Code.
- (b) <u>Objectives</u>. The Storm Water Code sets forth uniform requirements and prohibitions for dischargers and places of discharge to the Storm Water Conveyance System, and the Receiving Waters, necessary to adequately enforce and administer all laws and lawful standards and orders or special orders, that provide for the protection, enhancement and restoration of water quality. Through a program employing watershed-based approaches that includes environmental and economic considerations, the San Diego County Regional Airport Authority (the "Authority") seeks to reduce pollution entering San Diego Bay from Storm Water Discharges and to protect and promote the public health, safety and general prosperity of its tenants, the public and to protect the natural resources and environment with the attainment of the following objectives:
 - (1) To reduce Storm Water Runoff pollution;
- (2) To reduce Non-Storm Water Discharge to the Storm Water Conveyance System and Receiving Waters to the Maximum Extent Practicable;
- (3) To comply with all federal and state laws, lawful standards and orders applicable to Storm Water and Urban Runoff pollution control;
- (4) To prohibit any discharge which may interfere with the operation of, or cause damage to the Storm Water Conveyance System, or contribute to the impairment of the beneficial use or violation of a water quality objective of the Receiving Waters;
- (5) To prohibit Illegal Discharges and illicit connections to the Storm Water Conveyance System and Receiving Waters; and
- (6) To develop and implement effective educational outreach programs designed to educate the public, Authority employees and tenants on issues of Storm Water and Urban Runoff pollution prevention.
 - (c) Scope. The Storm Water Code provides for the prevention, control, treatment,

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diversion and regulation of Discharges to the Storm Water Conveyance System and Receiving Waters, through a program of education and enforcement of general and specific prohibitions and requirements. The Storm Water Code applies to all dischargers and places located on property within the Authority's jurisdiction that discharge Storm Water or non-Storm Water into any Storm Water Conveyance System or Receiving Waters. Except as otherwise provided herein, the Authority's Executive Director or his or her designee shall administer, implement and enforce the provisions of the Storm Water Code.

(d)	Violations. Any person violating any of the provisions or failing to comply with
the mandatory	requirements of the Storm Water Code, shall be guilty of a misdemeanor unless
such violation	or failure is declared herein to be an infraction

[Resolution No. 2002-02 dated S	September 20, 2002.]	
[Superceded by Resolution No.]	dated]

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CODES

ARTICLE 8 - GENERAL OPERATIONS

PART 8.7 - STORM WATER CONTROL

SECTION 8.71 - DEFINITIONS AND ABBREVIATIONS

- (a) For the purpose of Sections 8.70 to 8.80 of this Code (the "**Storm Water Code**"), the following words and phrases are defined and shall be construed as hereinafter set out, unless it is apparent from the context that they have a different meaning:
- (1) "**Authority**" means the San Diego County Regional Airport Authority, a local entity of regional government.
- (2) "Basin Plan" means the Comprehensive Water Quality Control Plan for the San Diego Basin, adopted by the California Regional Water Quality Control Board, San Diego Region in September 1994, and all subsequent amendments.
- (3) "Best Management Practices" (BMPs) means schedules of activities, prohibition of practices, general good housekeeping practices, pollution prevention and educational practices, maintenance procedures, structural or hardscape features that detoxify and remove pollutants or reduce flow, and other management practices to prevent or reduce to the Maximum Extent Practicable (MEP) the discharge of pollutants directly or indirectly to waters of the United States. BMPs also include treatment requirements, operating procedures, and practices to control plant site runoff, spillage and leaks, sludge or waste disposal, or drainage from raw materials storage.
- (4) "Clean Water Act" (CWA) means the Federal Water Pollution Control Act enacted in 1972 by Public Law 92-500 and amended by the Water Quality Act of 1987. The Clean Water Act prohibits the discharge of pollutants to waters of the United States unless said discharge is in accordance with a NPDES Permit.
- (5) "Commercial Activity" means any public or private activity involved in the storage, transportation, distribution, exchange or sale of goods and/or commodities or providing professional and/or non-professional services.
- (6) "Construction Activity" is defined as clearing, grading or excavation that results in soil disturbance. Construction activity does not include routine maintenance to maintain original line and grade, hydraulic capacity or the original purpose of the facility, nor does it include emergency construction activities required to immediately protect public health and/or safety.
 - (7) "Control" means to minimize, reduce or eliminate by technological, legal,

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contractual or other means, the discharge of pollutants from an activity or activities.

- (8) "**Discharge**" means any release, spill, leak, pump, flow, escape, dumping, or disposal of any liquid, semi-solid or solid substance.
- (9) "Executive Director" means the Executive Director of the Authority or his duly authorized representative(s) designated to administer, implement and enforce the provisions of the Storm Water Code.
- (10) "**Hazardous Material(s)**" means any material(s) defined as hazardous by Division 20, Chapter 6.95 of the California Health and Safety Code.
- (11) "Illegal Discharge" means any Discharge to the Storm Water Conveyance System that is prohibited under federal, state or local statutes, ordinances, codes or regulations or degrades the quality of Receiving Waters. Illegal Discharges include all Non-Storm Water Discharges except Discharges pursuant to an NPDES Permit or Discharges that are exempted or conditionally exempted by such NPDES Permit or granted as a special waiver or exemption by the Regional Water Quality Control Board.
- (12) "**Illicit Connection**" means any man-made conveyance that is connected directly to the Storm Water Conveyance System or Receiving Waters, excluding roof-drains and other similar connections, that serves as a pathway for any Illegal Discharge.
- (13) "Impervious Surface" means any man-made or modified surface that prevents or significantly reduces the entry of water into the underlying soil, resulting in runoff from the surface in greater quantities and/or at an increased rate, when compared to natural conditions prior to development. Examples of places that commonly exhibit impervious surfaces include parking lots, driveways, roadways, storage areas and rooftops. The imperviousness of these areas commonly results from paving, compacted gravel, compacted earth and oiled earth.
- (14) "**Industrial Activity**" means any public or private activity which is associated with any of the 11 categories of activities defined in 40 CFR 122.26(b)(14) and required to obtain a NPDES Permit.
- (15) "Industrial/Commercial Facility" means any facility involved and/or used in either the production, manufacture, storage, transportation, distribution, exchange or sale of goods and/or commodities, and any facility involved and/or used in providing professional or non-professional services. This category of facility includes, but is not limited to, any facility defined by the Standard Industrial Classifications (SIC). Facility ownership (federal, state, municipal, private) and profit motive of the facility are not factors in this definition.
- (16) "Maximum Extent Practicable" (MEP) means the standard for implementation of Storm Water management programs to reduce Pollutants in Storm Water. MEP refers to Storm Water management programs taken as a whole. It is the MEP taking into account equitable considerations and competing facts, including but not limited to, the gravity of the problem, public health risk, societal concern, environmental benefits, Pollutant removal effectiveness, regulatory compliance, public acceptance, ability to implement, cost and technical feasibility. Section 402(p) of the CWA requires that municipal permits ". . . shall require controls

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to reduce the discharge of Pollutants to the MEP, including management practices, control techniques and systems, design and engineering methods, and such other provisions as the Administrator of the United States Environmental Protection Agency or the state determines appropriate for the control of said Pollutants."

- (17) "NPDES Permit" means a permit relating to the National Pollutant Discharge Elimination System issued by the U.S. EPA, State Water Resources Control Board, or the California Regional Water Quality Control Board pursuant to the CWA that authorizes Discharges to waters of the United States and requires the reduction of Pollutants in the Discharge.
- (18) "**Non-Storm Water Discharge**" means any Discharge to a municipal Storm Water Conveyance System or Receiving Waters that is not composed entirely of Storm Water.
- (19) "**Pollutant**" means any "pollutant" defined in Section 502(6) of the CWA or incorporated into the California Water Code Section 13373. Pollutants may include, but are not limited to the following:
- (A) Residential, commercial and industrial waste (such as fuels, solvents, detergents, plastic pellets, hazardous substances, fertilizers, pesticides, slag, ash and sludge);
- (B) Metals such as cadmium, lead, zinc, silver, nickel, chromium, copper and non-metals such as phosphorous and arsenic;
- (C) Petroleum hydrocarbons (such as fuels, lubricants, surfactants, waste oils, solvents, coolants and grease);
- (D) Excessive eroded soil, sediment and particulate materials in amounts that may adversely affect the beneficial use of the receiving waters, flora or fauna of the state;
- (E) Animal wastes (such as discharge from confinement facilities, kennels, pens, recreational facilities, stables and show facilities; and
- (F) Substances having characteristics such as pH less than six or greater than nine, or unusual coloration or turbidity, or excessive levels of fecal coliform, or fecal streptococcus, or enterococcus.
- (20) "**Pollution Prevention**" means source reduction, preventing or reducing waste where it originates, at the source, including practices that conserve natural resources by reducing or eliminating pollutants through increased efficiency in the use of raw materials, energy, water and land.
- (21) "**Receiving Waters**" means all surface bodies of water as described in NPDES Permit No. CA 0108758 of the California Regional Water Quality Control Board, San Diego Region, which serve as discharge points for the Storm Water Conveyance System,

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including San Diego Bay, its tributaries and the Pacific Ocean.

- (22) "**Regional Board**" means the California Regional Water Quality Control Board, San Diego Region.
- (23) "Storm Water" or "Stormwater" means water that originates from atmospheric moisture (rainfall or snowfall) and that falls onto land, water or other surfaces. Without any change in its meaning, this term can be spelled or written as one word or two separate words.
 - (24) "Storm Water Code" means Sections 8.70 to 8.80 of this Code.
- (25) "Storm Water Conveyance System" means any facilities or any part thereof, including streets, gutters, conduits, natural and artificial drains, channels and watercourses that are used for the purpose of collecting, storing, transporting or disposing of Storm Water and are located within the Jurisdiction of the Authority.
- (26) "Storm Water Pollution Prevention Plan" (SWPPP) means a document which describes the on-site program activities to eliminate or reduce, to the maximum extent practicable (MEP), Pollutant Discharges to the Storm Water Conveyance System.
- (27) "**Storm Water Runoff**" means that part of precipitation (rainfall or snowmelt) which travels across a surface to the Storm Water Conveyance System or Receiving Waters.
- (28) "**Toxic Materials**" means any material(s) or combination of materials which directly or indirectly causes or contributes to acute or chronic toxicity in the water column.
- (29) "**Untreated**" means non-Storm Water runoff, wastewater or wash waters that have not been subjected to any applicable treatment control, Best Management Practices or are not in compliance with conditions of a separate or general NPDES Permit.
- (30) "**Urban Runoff**" means surface water flow produced by storm and non-storm events. Non-storm events include flow from residential, commercial or industrial activities involving the use of potable and non-potable water.

[Resolution No. 2002-02 dated S	September 20, 2002.]	
[Superceded by Resolution No	dated]

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CODES

ARTICLE 8 - GENERAL OPERATIONS

PART 8.7 - STORM WATER CONTROL

SECTION 8.72 - POLLUTANT DISCHARGE CONTROL

- (a) <u>General Discharge Prohibitions</u>. No person shall Discharge, cause, permit or contribute to the Discharge of any of the following to the Storm Water Conveyance System or Receiving Waters (capitalized terms used in this Section are defined in Section 8.71 of this Code):
- (1) Any liquids, solids or gases which by reason of their nature or quantity are flammable, reactive, explosive, corrosive or radioactive, or by interaction with other materials could result in fire, explosion or injury;
- (2) Any solid or viscous materials that could cause obstruction to the flow or operation of the Storm Water Conveyance System or Receiving Waters;
- (3) Any noxious or malodorous liquid, gas or solid in sufficient quantity, either singly or by interaction with other materials, which creates a public nuisance, hazard to life, or inhibits authorized entry of any person into the Storm Water Conveyance System or Receiving Waters;
 - (4) Any medical, infectious, toxic or hazardous material or waste; or
- (5) Other Pollutants that injure or constitute a hazard to human, animal, plant, or fish life, or create a public nuisance.
- (b) <u>Controlling the Discharge of Pollutants Associated with Industrial or Commercial Activities</u>. Except as allowed under a general or separate NPDES Permit, the following prohibitions apply to all persons operating or performing any industrial or commercial activities within the jurisdiction of the Authority.
- (1) No person shall Discharge, cause or permit the discharge of Untreated wastewater from steam cleaning, mobile auto washing, mobile carpet cleaning, acoustic ceiling application and paint or paint wash-down from other such mobile commercial or industrial operations into the Storm Water Conveyance System or Receiving Waters.
- (2) No person shall discharge, cause or permit any Discharge of Untreated runoff containing grease, oil, antifreeze, other fluids from machinery, equipment, tools or motor vehicles, or hazardous substances into the Storm Water Conveyance System or Receiving Waters.

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- (3) No person shall discharge, cause or permit the Discharge of Untreated runoff from the washing of Toxic Materials from paved or unpaved areas into the Storm Water Conveyance System or Receiving Waters.
- (4) No person shall Discharge, cause or permit the Discharge of wastewater from washing out of concrete trucks into the Storm Water Conveyance System or Receiving Waters.
- (5) Violation of any of the following prohibitions within this subdivision shall be punishable as an infraction:
- (A) No person shall Discharge, cause or permit the Discharge of Untreated wash water from gas stations, auto repair garages or from other types of automotive facilities into the Storm Water Conveyance System or Receiving Waters;
- (B) No person shall Discharge, cause or permit the Discharge of Untreated runoff from the washing of impervious surfaces into the Storm Water Conveyance System. This provision shall apply unless the washing is specifically required by state or local health and safety codes or unless the Discharge is conditionally exempt as street or sidewalk washing as provided in the Storm Water Code; or
- (C) No person shall Discharge, cause or permit the Discharge of food wastes from the washing of any floor coverings such as duck boards, grates, mats or rugs from any commercial kitchen, or from any other commercial food preparation or processing activity, into the Storm Water Conveyance System or Receiving Waters.
- (6) Other Pollutants that injure or constitute a hazard to human, animal, plant, or fish life, or create a public nuisance.
- (c) <u>Controlling Spills, Dumping or Disposal of Materials to the Storm Water</u>
 <u>Conveyance System</u>. This subsection applies to all persons within the jurisdiction of the Authority and is in addition to any other anti-littering provisions provided in this Storm Water Code.
- (1) The following prohibitions apply to all persons within the jurisdiction of the Authority and any violation of this subsection shall be punishable as a misdemeanor:
- (A) No person shall throw, deposit, leave, cause or permit to be thrown, deposited, placed or left, any refuse, rubbish, garbage, or other discarded or abandoned objects, articles and accumulations, in or upon any street, gutter, alley, sidewalk, storm drain, inlet, catch basin, conduit or other drainage structures, business place, or upon any public or private lot of land owned, leased or controlled by the Authority;
- (B) No person shall dispose or cause the disposal of leaves, dirt or other landscape debris into the Storm Water Conveyance System or Receiving Waters;
- (C) No person shall spill, dump or dispose any pesticide, fungicide or herbicide, into the Storm Water Conveyance System or onto any surface from where they could

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reach the Storm Water Conveyance System or the Receiving Waters;

- (D) No person shall leave, dispose, cause or permit the disposal of hazardous wastes in such a manner that results in a spill, leak or drainage of such wastes onto any sidewalk, street or gutter that Discharges into, or flows with any other runoff into the Storm Water Conveyance System or Receiving Waters;
- (E) No person shall store fuels, chemicals, fuel and chemical wastes, animal wastes, garbage, batteries and any toxic or hazardous materials in a manner which allows the runoff of Pollutants from such materials or wastes into the Storm Water Conveyance System or Receiving Waters; and
- (F) No person shall dispose, Discharge, or permit the Discharge of any sanitary or septage wastes from any source into the Storm Water Conveyance System or Receiving Waters.
- (d) <u>Controlling Pollutants From Parking Lots</u>. Any owner or operator of industrial/commercial motor vehicle parking lots with more than 25 parking spaces that are located in areas potentially exposed to Storm Water or Non-Storm Water flows shall be required through regular sweeping or other effective measures to remove all debris during the period between October 1 and April 15. Violation of this subsection shall be punishable as an infraction.

[Resolution No. 2002-02 dated S	September 20, 200	2.]
[Superceded by Resolution No.	dated]

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CODES

ARTICLE 8 - GENERAL OPERATIONS

PART 8.7 - STORM WATER CONTROL

SECTION 8.73 - ELIMINATION OF ILLEGAL DISCHARGES AND ILLICIT

CONNECTIONS

- (a) <u>Prohibition of Illegal Discharges</u>. No person shall Discharge Non-Storm Water to the Storm Water Conveyance System, unless authorized by a separate or general NPDES Permit or if the Discharge is exempted or conditionally exempted by the Municipal Storm Water and Urban Runoff NPDES Permit, as provided or as subsequently amended or if granted as a special waiver or exemption by the Regional Board. Capitalized terms not defined in this Section are defined in Section 8.71 of this Storm Water Code.
- (1) <u>Exempt Discharges</u>. The following Non-Storm Water Discharges are exempt from obtaining a separate or general NPDES Permit and are allowed to be Discharged into the Storm Water Conveyance System or Receiving Waters:
 - (A) Flows from riparian habitats or wetlands;
 - (B) Diverted stream flows:
 - (C) Flows from natural springs;
 - (D) Rising ground waters or tidal action;
 - (E) Uncontaminated groundwater infiltration; and
 - (F) Discharge or flows from emergency fire fighting activities.
- (2) <u>Conditionally Exempt Discharges</u>. The following Non-Storm Water Discharges may be allowed to be Discharged into the Storm Water Conveyance System, subject to all appropriate BMPs, as may be authorized and approved by the Executive Director.
- (A) Discharges from lawn and landscape irrigation in areas that utilize integrated pest management practices or do not use chemical pesticides or herbicides;
 - (B) Water line flushing;
 - (C) Discharges from potable water sources;
 - (D) Foundation drains:
 - (E) Footing drains;

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- (F) Air conditioning condensate;
- (G) Irrigation water;
- (H) Water from crawl space pumps;
- (I) Dechlorinated swimming pool discharges;
- (J) Debris from street sweeping (including sidewalk washing); and
- (K) Other categories approved by the Executive Officer of the Regional Board or an authorized representative.
- (b) <u>Illicit Connections</u>. It is prohibited to establish, use, maintain or continue illicit drainage connections to the Authority's Storm Water Conveyance System, and to commence or continue any Illegal Discharges to the Authority's Storm Water Conveyance System. This prohibition applies to connections made in the past. Improperly installed or defective rain diversion systems or devices that release Pollutants into the Storm Water Conveyance System shall be considered illicit connections and shall be subject to removal or modifications. Six months after the effective date of the Storm Water Code and after notification of the illicit connection, a person has 60 days to remove or modify such connection. Any extension of time for removal or modification must be approved by the Executive Director.
- (c) <u>Storm Water Conveyance Connection Written Approval</u>. No approval for any Storm Water conveyance connection shall be issued until the Executive Director is satisfied that the Discharge from the permitted connection will be in compliance with the provisions of the Storm Water Code and all applicable federal and state Discharge regulations or requirements.

[Resolution No. 2002-02 dated S	eptember 20, 2002.]	
Superceded by Resolution No.	dated	.]

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CODES

ARTICLE 8 - GENERAL OPERATIONS

PART 8.7 - STORM WATER CONTROL

SECTION 8.74 - REDUCTION OF POLLUTANTS IN STORM WATER

To provide for the public health, safety and general welfare and to protect the natural resources, any person engaged in activities which will, or may, result in Pollutants entering Storm Water, Storm Water Conveyance System or Receiving Waters, shall undertake measures to reduce Pollutant Discharges to the MEP. Capitalized terms not defined in this Section are defined in Section 8.71 of this Code. The following minimal requirements shall apply:

(a) Pollutant Discharge, BMPs and Pollutant Discharge Prevention Procedures.

- (1) <u>Business Related Activities</u>. All owners or operators of premises where Pollutants from business related activities may enter the Storm Water Conveyance System must reduce such Pollutants to the MEP. If the Executive Director determines that Pollutants are not reduced to the MEP, the Executive Director may require the business to develop and implement an SWPPP. Business activities that may require a SWPPP include maintenance, repair, storage, manufacturing, assembly, equipment operations, vehicle loading or fueling, or cleanup procedures which are carried out partially or wholly out of doors.
- (2) <u>Parking Lots and Impervious Surfaces</u>. Persons owning or operating a parking lot or impervious surfaces used for similar purposes shall clean those structures frequently and thoroughly to prevent the Discharge of Pollutants to the Storm Water Conveyance System. Sweepings or cleaning residue from parking lots or other impervious surfaces shall not be swept or otherwise made or allowed to go into any gutter or roadway.
- (3) New Development and Redevelopments. Any person performing construction work on property owned, leased, or controlled by the Authority shall, to the MEP, prevent Pollutants from entering the Storm Water Conveyance System by complying with all applicable local ordinances, the Standard Specifications for Public Works Construction when performing public work, and applicable provisions of any General Construction NPDES Permit issued by the State Water Resources Control Board and Municipal Storm Water NPDES Permit No. CA 0108758. The Executive Director may establish controls on the volume and rate of Storm Water runoff from new developments and redevelopments as may be reasonably necessary to minimize the Discharge and transport of Pollutants.
- (4) <u>Compliance with General Permits</u>. Each industrial discharger, discharger associated with construction activity, or other discharger subject to any general or individual Storm Water NPDES Permit issued by the United States Environmental Protection Agency, the State Water Resources Control Board, or the Regional Board, shall comply with all the requirements of such permit.

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- (5) <u>Compliance with Best Management Practices</u>. Every person undertaking any activity or use of a premise which may cause or contribute to Storm Water pollution or contamination, illegal discharges or Non-Storm Water Discharges, shall comply with BMPs guidelines or pollution control requirements as may be reasonably established by the Executive Director.
- (6) <u>Containment and Notification of Spills</u>. Any person owning or occupying a premises who has knowledge of any significant release of Pollutants or Non-Storm Water from those premises which might enter the Storm Water Conveyance System shall immediately take all necessary action to contain the release and minimize any Non-Storm Water Discharge. Such person shall notify the Executive Director of the occurrence and/or San Diego County Department of Environmental Health, and any other appropriate agency, within 24 hours of the incident's occurrence.
- (b) <u>Identification and Reduction of Pollutant Discharge</u>. Use of testing, monitoring, sampling, and mitigation procedures to identify and reduce Pollutant Discharge may be required by the Executive Director as follows:
- (1) <u>Testing, Monitoring and Mitigation</u>. Testing, monitoring and/or mitigation (similar to State SWPPP requirements in the state construction and industrial permits) may be ordered if:
- (A) Illegal Discharges have not been eliminated after written notice from an authorized representative of the Executive Director;
- (B) Repeat violations have been documented by written notices from an authorized representative of the Executive Director; and/or
- (C) The Executive Director determines there is a threat or potential threat to human health or the environment.
- (2) <u>Monitoring Elements</u>. Monitoring ordered pursuant to this section may include the following:
 - (A) Routine visual monitoring of Non-Storm Water flows;
- (B) Routine visual monitoring of premises for spills or Pollutant Discharges;
- (C) Maintaining a log of monitoring dates, potential Pollutant sources and mitigation measures taken; and/or
- (D) Reasonable laboratory monitoring for Pollutants, if determined to be necessary.
- (3) <u>Cessation of Monitoring</u>. Required sampling, testing, monitoring and/or mitigation may be stopped after conditions requiring monitoring no longer exist and the Executive Director has been provided written notice at least 60 days prior to cessation. The

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required activity may not cease if written notice to continue is issued by the Executive Director.		
(4) <u>Consistency with other Agencies</u> . BMPs and other Pollutant reduction elements shall be compatible with other agency's programs and procedures. The Storm Water Code is not intended to duplicate, diminish or take precedence over other agency program requirements.		
[Resolution No. 2002-02 dated September 20, 2002.] [Superceded by Resolution No dated]		

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CODES

ARTICLE 8 - GENERAL OPERATIONS

PART 8.7 - STORM WATER CONTROL
SECTION 8.75 - AUTHORITY TO INSPECT

- (a) <u>Authority to Inspect</u>. Whenever it is necessary to investigate the source of any Discharge to any street, inlet, gutter or Storm Water Conveyance System within the jurisdiction of the San Diego County Regional Airport Authority (the "**Authority**"), to verify compliance with this Storm Water Code, or to enforce any of its provisions, or perform any duty imposed by this Storm Water Code or other applicable law, the Executive Director is hereby authorized to enter such property at any reasonable time and perform such inspection or investigation. Prior to performing any authorized inspections, entry to property shall be obtained as follows:
- (1) If such building or premises is occupied, the Executive Director shall first present proper credentials of identification and obtain either the consent of the owner or occupant of the property or shall obtain an administrative warrant or criminal search warrant; or
- (2) If such building or premises is unoccupied, the Executive Director shall make a reasonable effort to locate the owner or other persons having charge or control of the building or premises and request entry, explaining the reasons therefor. If such entry is refused or cannot be obtained because the owner or other person having charge or control of the building or premises cannot be found, the Executive Director shall have recourse to every remedy provided by law to secure entry and inspect the building or premises.
- (3) Notwithstanding the foregoing, if the Executive Director has reasonable belief that the Discharges emanating from the premises are so hazardous, unsafe or dangerous as to require immediate inspection or remedial actions to abate conditions that endanger the public health and safety, the Executive Director shall have the right to immediately enter the premises. Any reasonable means may be used to effect such entry to make the necessary inspection or abate the dangerous condition, whether the property is occupied or unoccupied and whether or not formal permission to inspect has been obtained. If the property is occupied, the Executive Director shall first present proper credentials of identification to the occupant and demand entry, explaining the reasons therefor and the purpose of the inspection.
- (A) In accordance with this subsection, no person shall refuse, resist, restrict, delay or interfere with the Executive Director in the performance of his or her duties.
- (b) <u>Inspection Duties</u>. Upon securing entry into a property, the Executive Director shall be allowed to perform the following duties during an inspection:
- (1) To inspect, take samples of any area runoff, process Discharge or materials within any exposed waste storage area and perform tests for the purpose of determining

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the potential for the contribution of Pollutants to the Storm Water Conveyance System or Receiving Waters;

- (2) To place on the property of the inspected facility or site any such devices as are necessary to sample, monitor, measure and record flows of Discharge or threatened Discharge;
- (3) To inspect, examine and copy all records of the owner or occupant of inspected property that pertains to any Discharge to the Storm Water Conveyance System, including records relating to chemicals or processes presently or previously occurring on the site, NPDES Permit, Notice of Intent to comply with a general NPDES Permit, waste Discharge records, waste manifests, SWPPPs, monitoring plans, test results, any records or plans relating to Discharge connections to the Storm Water Conveyance System and any other information required to carry out the provisions of this Storm Water Code;
- (4) To photograph any materials, storage or process areas, wastes, waste containers, vehicles, connections, BMPs, treatment systems, Discharge locations or any violations discovered during the inspection; and
- (5) To abate, correct or prevent Pollutants from entering the Storm Water Conveyance System or surface waters.
- (c) <u>Defined Terms</u>. Capitalized terms not defined in this Section are defined in Section 8.71 of this Code.

[Resolution No. 2002-02 dated S	September 20, 2002	2.]
[Superceded by Resolution No.]	dated]

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CODES

ARTICLE 8 - GENERAL OPERATIONS

PART 8.7 - STORM WATER CONTROL

SECTION 8.76 - ENFORCEMENT

- (a) <u>Violations Deemed a Public Nuisance</u>. Violations of this Storm Water Code are deemed a threat to public health, safety and welfare, and are identified as public nuisances. This Storm Water Code grants the Executive Director authority to enforce this Storm Water Code and abate public nuisances as follows:
- (1) <u>Cease and Desist Orders</u>. Issue written and/or verbal orders to stop Illegal Discharges and/or remove Illicit Connections;
- (2) <u>Notice and Order to Clean, Test or Abate</u>. Issue written and/or verbal orders to perform activities listed in the Storm Water Code, if Pollutants are detected; and/or
- (3) <u>Public Nuisance Abatement</u>. If actions ordered under the Storm Water Code are not performed, the Executive Director (or its contractor) may abate any public nuisance pursuant to the Uniform Public Nuisance Abatement Procedure.
- (b) <u>Judicial Authority, Arrest and Issuance of Citations</u>. If use of any administrative authority under the Storm Water Code is not effective, the assistance of an authorized officer may be enlisted to arrest violators as provided in California Penal Code, Chapter 5, 5c, and 5d, Title 3, Part 2 (or as amended) and/or a citation and notice to appear as prescribed in Chapter 5c, Title 3, Part 2 of the California Penal Code, including immunities prescribed in Section 836.5 of the California Penal Code are applicable to the Executive Director acting in course and scope to this Storm Water Code.
- (c) <u>Concealment and Continuing Violations</u>. Causing, permitting, aiding, or abetting non-compliance with any part of this Storm Water Code constitutes a violation.
- (1) <u>Concealment</u>. Concealing a violation of this Storm Water Code is a violation.
- (2) <u>Continued Non-Compliance</u>. A separate violation may be considered to have taken place for each day non-compliance with this Storm Water Code exists.

(d) Penalties.

(1) <u>Violations</u>. All Pollution detection and abatement costs are in addition to other penalties, shall be borne by the property owner or tenant, and may be made in lien against the owner's or tenant's property in accordance with the Uniform Public Nuisance Abatement

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Procedure.

- (2) <u>Misdemeanors</u>. Non-compliance with any part of this Storm Water Code constitutes a misdemeanor, unless specifically identified as an infraction in the Storm Water Code, and may be enforced and punished as prescribed in the State statutes and other applicable laws.
- (3) <u>Infractions</u>. The Executive Director may charge any violation of this Storm Water Code as an infraction at its discretion. Violation of any provision of this Storm Water Code that is provided herein to be an infraction shall be punishable as follows: every violation that is charged as an infraction is punishable by a fine not to exceed \$100.00 for the first violation and \$250.00 for the second violation of the same provision within one year of the first violation. Any subsequent violation(s) of the same violation, occurring any time after the second violation of the same provision, shall be punishable as a misdemeanor.
- (4) <u>Civil Actions</u>. In addition to other penalties and remedies permitted in this Storm Water Code, a violation of this Storm Water Code may result in civil actions.
- (5) <u>Remedies Not Exclusive</u>. Penalties and remedies under this Storm Water Code are in addition to and do not supersede or limit any and all other remedies provided by law. The remedies provided herein are cumulative and not exclusive.
- (e) Capitalized terms not defined in this Section are defined in Section 8.71 of this Code.

[Resolution No. 2002-02 dated S	September 20, 200	2.]
[Superceded by Resolution No.]	dated]

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CODES

ARTICLE 8 - GENERAL OPERATIONS

PART 8.7 - STORM WATER CONTROL

SECTION 8.77 - CIVIL PENALTIES TO BE DEPOSITED IN THE STORM WATER

REVENUE FUND

(a) Any civil penalties collected by the San Diego County Regional Airport Authority (the "**Authority**") as a result of violations of this Storm Water Code shall be deposited in the Storm Water Program Revenue Fund or such other fund as determined by the Authority's Executive Director or his or her designee.

[Resolution No. 2002-02 dated September 20, 2002.] [Superceded by Resolution No. ______ dated _____.]

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CODES

ARTICLE 8 - GENERAL OPERATIONS

PART 8.7 - STORM WATER CONTROL

SECTION 8.78 - STORM WATER AND URBAN RUNOFF POLLUTION

EDUCATION

(a) As part of the Storm Water Management Program of the San Diego County Regional Airport Authority (the "Authority"), the Authority's Executive Director or his or her designee shall develop and implement a public informational outreach program to educate tenants and business persons who operate within the jurisdiction of the Authority, including Authority employees, about the provisions of this Storm Water Code, the detrimental effects of Storm Water and Urban Runoff Pollution and the means for controlling such Pollution and adverse effects from the velocity and volume of storm flows. This program shall include, but not be limited to written or printed materials, audio and visual materials, posters, signs, films, videos, training courses, workshops, public service announcements and any other applicable or appropriate educational tools or materials. Capitalized terms not defined in this Section are defined in Section 8.71 of this Code.

[Resolution No. 2002-02 dated Se	ptember 20, 2002.]	
Superceded by Resolution No.	dated	.]

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CODES

ARTICLE 8 - GENERAL OPERATIONS

PART 8.7 - STORM WATER CONTROL

SECTION 8.79 - CONSTRUCTION, APPLICATION AND SEVERABILITY

- (a) This Storm Water Code shall be construed to assure consistency with the requirements of the Federal Clean Water Act and acts amendatory thereof or supplementary thereto, applicable implementing regulations, and NPDES Permit No. CA 0108758 and any amendment, revision or reissuance thereof.
- (b) Should any portion of this Storm Water Code be declared invalid by a court of competent jurisdiction, the remainder shall continue in full force and effect and shall be interpreted in such manner as to effectuate the objectives set forth in this Storm Water Code.

[Resolution No. 2002-02 dated S	eptember 20, 2002.]
[Superceded by Resolution No.	dated

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Appendix F - Authority Rules and Regulations



USE AND OCCUPANCY PERMIT

THIS PERMIT, granted this ______ day of _______, 20___, by the SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY, a local governmental entity of regional government, hereinafter "Authority", and *, a *, hereinafter "Tenant", WITNESSETH:

The San Diego Unified Port District, hereinafter "District", is the trustee of certain tidelands owned by the State of California, including the San Diego International Airport at Lindbergh Field, hereinafter "Airport", located in the City of San Diego, California.

The San Diego County Regional Airport Authority Act, hereinafter "Act", establishes Authority as a local governmental entity of regional government, with the exclusive power and authority to oversee the establishment, operation and coordination of airport facilities within the County of San Diego, as well as study, plan and implement any improvements, expansion, or enhancements at existing or future airports within its control.

Pursuant to the Act, District and Authority entered into a ground lease dated December 17, 2002 bearing Authority's Document No. AA-0008, whereby District leased to Authority the Airport and other real property related thereto, hereinafter "Master Lease".

Authority, for the considerations hereinafter set forth, hereby grants to Tenant, upon the terms and conditions and for the purpose and uses hereinafter set forth, the right to use and occupy a portion of those lands conveyed to Authority pursuant to the Act, which lands are more particularly described as follows:

Approximately * square feet of airport land area, including approximately * square feet of building and underlying land located at * in the City of San Diego, California at San Diego International Airport, more particularly described on Drawing No. * dated *, attached hereto as Exhibit "A" and by this reference made a part hereof, hereinafter "Premises".

This Permit is granted upon the following terms and conditions:

- **1. TERM:** The term of this Permit shall be for *, commencing on the * day * of 200*, and ending on the * day of *, 20* unless earlier terminated as herein provided.
- 2. **RENTAL:** As and for the rental, Tenant agrees to pay to Authority the sum of * Dollars (\$*) per month, payable in advance on or before the tenth day of each and every month during the term of this Permit.

All payments shall be delivered to the Treasurer of Authority. Checks shall be made payable to San Diego County Regional Airport Authority and mailed to the Office of the Treasurer, San Diego County Regional Airport Authority, P.O. Box 81323, San Diego, CA 92138-1323, or delivered to the Office of the Treasurer, San Diego County Regional Airport Authority, Commuter Terminal, 3225 North Harbor Drive, 3rd floor, San Diego, California. The designated place of payment and filing may be

changed at any time by Authority upon ten (10) days' written notice to Tenant. Tenant assumes all risk of loss and responsibilities for late charges, as herein described, if payments are made by mail.

Tenant hereby acknowledges that late payment by Tenant to Authority of rent and other sums due hereunder will cause Authority to incur costs not contemplated by this Permit. Accordingly, in the event Tenant is delinquent in remitting the rent due in accordance with the rent provisions of this Permit, Tenant shall pay, in addition to the unpaid rent, five percent (5%) of the delinquent rent. If rent is still unpaid at the end of fifteen (15) days, Tenant shall pay an additional five percent (5%) [being a total of ten percent (10%)]. The parties hereby agree that said late charges are appropriate to compensate Authority for loss resulting from rent delinquency including, without limitation, lost interest, opportunities, legal costs, and the cost of servicing the delinquent account. Acceptance of such late charges and any portion of the late payment by Authority shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Authority from exercising any of its other rights and remedies. The President/CEO of Authority shall have the right to waive for good cause any late charges upon written application of Tenant for any such delinquency period.

All payments by Tenant to Authority shall be by a good and sufficient check. No payment made by Tenant or receipt or acceptance by Authority of a lesser amount than the correct amount of rent due under this Permit shall be deemed to be other than a payment on account of the earliest rent due hereunder, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction, and Authority may accept such check or payment without prejudice to Authority's right to recover the balance or pursue any other available remedy.

- **3. USE:** The Premises shall be used only and exclusively for the purpose of * and for no other purpose whatsoever without the prior written consent of the President/CEO of Authority in each instance.
- 4. ASSIGNMENT-SUBLEASE-ENCUMBRANCE: Tenant shall not encumber this Permit, the Premises thereof and the improvements thereon by a deed of trust, mortgage, or any other security instrument without the express written consent of Authority, obtained in each instance in accordance with Authority policies. Furthermore, neither the whole nor any part of the Premises nor any of the rights or privileges granted by this Permit shall be assignable or transferable in any way without such consent. Nor shall Tenant grant any permission to any other person to occupy any portion of the Premises without such consent. Any such purported assignment, transfer, sublease, encumbrance, or permission given without such consent shall be void as to Authority.
- 5. **IMPROVEMENTS:** Tenant acknowledges prior examination of the Premises and the condition thereof, and agrees that the improvements thereon, if any, are, in their present condition, satisfactory and usable for Tenant's purposes and that no

representations as to value or condition have been made by or on behalf of Authority.

Tenant agrees that it shall make no changes or alterations in the Premises, nor make, erect, or install any machines, signs, or other improvements thereon without the consent in writing of the President/CEO of Authority. Tenant further agrees to provide proper containers for trash and to keep the premises free and clear of rubbish, debris, and litter at all times.

- 6. MAINTENANCE: Tenant hereby agrees that the Premises are in a good and tenantable condition, that Tenant will take good care of the Premises and appurtenances, including any personal property belonging to Authority; and that Tenant, as a part of the consideration for the rental stated above, will at Tenant's sole cost and expense keep and maintain said Premises, appurtenances, and personal property in good and sanitary condition and repair during the term of this Permit, subject to normal and ordinary wear and tear resulting from the use of the Premises as herein provided. Authority shall at no time during the term of this Permit be required to make any improvements or repairs to the Premises.
- 7. TITLE TO IMPROVEMENTS: On the commencement date of the term of this Permit, all existing structures, buildings, installations, and improvements of any kind located on the Premises are owned by and title thereto is vested in *. All structures, buildings, installations, and improvements placed on the Premises by Tenant subsequent to the commencement date of the term of this Permit shall at the option of Authority be removed by Tenant at Tenant's expense within thirty (30) days after the expiration of the term of this Permit or earlier termination thereof; provided, however, Tenant agrees to repair any and all damage occasioned by the removal thereof. Authority may exercise said option as to any or all of the structures, buildings, installations, and improvements, either before or after the expiration or earlier termination of this Permit. If Authority exercises such option and Tenant fails to remove such structures, buildings, installations and improvements within said thirty (30) days, the Authority shall have the right to have such structures, buildings, installations, and improvements removed at the expense of Tenant. As to any or all structures, buildings, installations, and improvements owned by Tenant for which Authority does not exercise said option for removal, title thereto shall vest in Authority, without cost to Authority and without payment to Tenant.

Machines, appliances, equipment, and trade fixtures of any kind placed on the Premises by Tenant are owned by and title thereto is vested in Tenant and shall be removed by Tenant within thirty (30) days after the expiration of the term of this Permit or earlier termination thereof; provided, however, Tenant agrees to repair any and all damage occasioned by the removal thereof. If any such machines, appliances, equipment, and trade fixtures are not removed within thirty (30) days after the termination of this Permit, the same may be considered abandoned and shall thereupon become the property of Authority without cost to the Authority and without payment to Tenant, except that Authority shall have the right to have the same removed at the expense of Tenant.

During any period of time employed by Tenant under this paragraph to remove structures, buildings, installations, improvements, machines, appliances, equipment and trade fixtures, Tenant shall continue to pay the full rental to Authority in accordance with this Permit which said rental shall be prorated daily.

8. REMOVAL OF MATERIALS: Tenant hereby agrees that upon the expiration of this Permit or the earlier termination as herein provided, it will remove within thirty (30) days all debris, surplus, and salvage materials from the land area forming a part of or adjacent to the Premises, so as to leave the same in as good condition as when first occupied by Tenant, subject to reasonable wear and tear; provided, however, that if any said debris, surplus, and salvage materials shall not be so removed within thirty (30) days by Tenant, Authority may remove, sell, or destroy the same at the expense of Tenant; and Tenant hereby agrees to pay to Authority the cost of such removal, sale, or destruction; or at the option of Authority, the title to said debris, surplus, and salvage materials not removed shall become the property of Authority.

During any period of time employed by Tenant under this paragraph to remove debris, surplus and salvage materials, or test for and/or remediate Contaminants (as described below) as required in this Permit, Tenant shall continue to pay the full rental to Authority in accordance with this Permit which said rental shall be prorated daily.

- **9. TERMINATION:** This Permit may be terminated by the President/CEO of Authority or his/her duly authorized representative or Tenant as a matter of right and without cause at any time upon the giving of thirty (30) days' notice in writing to the other party of such termination.
- 10. HOLD HARMLESS: Tenant shall, to the fullest extent permitted by law, defend, indemnify and hold harmless Authority and its officers, officials, Board members, employees, agents, representatives and volunteers (collectively, the "Authority-Related Parties"), from and against any and all liabilities, liens, claims, judgments, demands, causes of action, losses, damages, costs and expenses (including reasonable attorneys' fees and costs) (collectively, the "Liabilities"), arising out of, related to, or in any way connected with, directly or indirectly: (i) the Premises; (ii) any actions or omissions of Tenant or Authority; (iii) any obligations or activities undertaken in connection with this Agreement; (iv) any damage to any person or property, or injury to or death to any person, including without limitation any claim or action alleging latent and other defects, whether or not discoverable by Tenant or Authority; (v) alleged or actual breach of any federal, state or local laws or regulations; and (vi) Tenant's duties under easements or contracts with third parties; except that this Paragraph shall not apply to any Liabilities arising through the sole active negligence or willful misconduct of Authority. These indemnity obligations shall apply for the entire time that any third party can make a claim against or sue the Authority-Related Parties and shall survive the termination of this Permit. Tenant and Authority agree to promptly provide notice to each other of any Liabilities following the learning thereof by such party. Tenant shall not settle or compromise

any claim or matter pursuant to this Paragraph without first obtaining Authority's written consent.

11. INSURANCE: Tenant shall maintain "OCCURRENCE" form Commercial General Liability Insurance covering the Premises and Tenant's operations in the amount of not less than Two Million Dollars (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage suffered or alleged to be suffered by any person or persons whatsoever resulting directly or indirectly from any act or activities of Tenant, of any person acting for it or under its control or direction, or any person authorized by it to use the Premises. The general aggregate of Two Million Dollars (\$2,000,000) limit shall apply separately to this location as evidenced by a per location aggregate endorsement for insurance policies that cover more than one of the Tenant's locations, or the general aggregate limit shall be Four Million Dollars (\$4,000,000).

All required insurance shall be in force the first day of the term of this Permit. All insurance companies must be satisfactory to Authority, and the cost of all required insurance shall be borne by Tenant. Certificates in a form acceptable to Authority evidencing the existence of the necessary insurance policies, and original endorsements effecting coverage required by this Paragraph 11, shall be kept on file with Authority during the entire term of this Permit. Certificates for each insurance policy are to be signed by a person authorized by that insurer to issue evidence of coverage on its behalf. Endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Authority reserves the right to require complete, certified copies of all required policies at any time.

All liability insurance policies will name, or be endorsed to name, the Authority-Related Parties as additional insureds and protect the Authority-Related Parties against any legal costs in defending claims. All insurance policies will be endorsed to state that coverage will not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to Authority. And, all insurance policies will be endorsed to state that Tenant's insurance is primary and not excess or contributing to any insurance issued in the name of Authority.

Any deductibles or self-insured retentions must be declared and acceptable to Authority. At the option of Authority, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Authority-Related Parties; or, Tenant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Authority shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If, in the opinion of Authority, the insurance provisions in this Permit do not provide adequate protection for Authority and/or for members of the public, Authority may require Tenant to obtain insurance sufficient in coverage, form and amount to provide adequate protection. Authority's requirements shall be reasonable but shall be designed to ensure protection from

and against the kind and extent of risk which exist at the time a change in insurance is required.

Authority shall notify Tenant in writing of changes in the insurance requirements and, if Tenant does not deposit certificates evidencing acceptable insurance policies with Authority incorporating such changes within sixty (60) days of receipt of such notice, this Permit shall be in default without further notice to Tenant, and Authority shall be entitled to all legal remedies.

The procuring of such required policies of insurance shall not be construed to limit Tenant's liability hereunder, or to fulfill the indemnification provisions and requirements of this Permit. Notwithstanding said policies of insurance, Tenant shall be obligated for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this Permit or with the use or occupancy of the Premises.

- 12. TAXES AND UTILITIES: This Permit may result in a taxable possessory interest and be subject to the payment of property taxes. Tenant agrees to and shall pay before delinquency all taxes and assessments of any kind assessed or levied upon Tenant or the Premises by reason of this Permit or of any buildings, machines, or other improvements of any nature whatsoever erected, installed, or maintained by Tenant or by reason of the business or other activities of Tenant upon or in connection with the Premises. Tenant shall also pay any fees imposed by law for licenses or permits for any business or activities of Tenant upon the Premises or under this Permit, and shall pay before delinquency any and all charges for utilities at or on the Premises.
- 13. CONFORMANCE WITH RULES AND REGULATIONS: In all activities on or in connection with the Premises and in all uses thereof, including activities and uses relating to aviation, Tenant shall abide by and conform to all provisions of the San Diego County Regional Airport Authority Act; any ordinances of the city in which the Premises are located, including the Building Code thereof; any ordinances, rules, and regulations of Authority; and any applicable laws of the State of California or Federal Government; as any of the same now exist or may hereafter be adopted or amended. In particular and without limitation, Tenant shall have the sole and exclusive obligation and responsibility to comply with the requirements of (i) Article 8 of Authority Code entitled "Storm Water Code" and (ii) the Americans With Disabilities Act of 1990, and Authority shall have no obligations or responsibilities as to the Premises.

Authority shall not be liable to Tenant for any diminution or deprivation of its rights hereunder on account of any such laws, ordinances, statutes, rules, regulations, orders, limitations, restrictions, or prohibitions. In the event, however, that any such laws, ordinances, statutes, rules, regulations, orders, limitations, restrictions, or prohibitions shall so interfere with the conduct of Tenant's activities and business operations under this Permit by operation of law in accordance with the laws of the State of California, Tenant shall have the right to terminate this Permit by giving thirty

- (30) days' notice in writing of such termination. Such termination, however, shall not relieve the Tenant of any of its obligations and duties arising out of this Permit during Tenant's use and occupancy of the Premises, including without limitation its responsibility and liability regarding hazardous substances and wastes, and its obligation to defend, indemnify and hold the Authority harmless as provided in this Permit.
- 14. **DEFAULT:** If any default be made in the payment of the rental herein provided or in the fulfillment of any terms, covenants, or conditions hereof, and said default is not cured within ten (10) days after written notice thereof, this Permit shall immediately terminate and Tenant shall have no further rights hereunder and shall immediately remove from said Premises; and Authority shall immediately thereupon, without recourse to the courts, have the right to reenter and take possession of said Premises. Authority shall further have all other rights and remedies as provided by law, including without limitation the right to recover damages from Tenant in the amount necessary to compensate Authority for all the detriment proximately caused by Tenant's failure to perform its obligations under this Permit or which in the ordinary course of things would be likely to result therefrom.
- 15. LIENS: Tenant shall keep the Premises free and clear of any mechanics liens and and/or materialmen's liens arising out of any improvements, repairs, or alterations to the Premises performed by or on behalf of Tenant. Tenant agrees that it will at all times indemnify, defend and hold harmless the Authority-Related Parties from and against any and all mechanics' liens and/or materialmen's liens arising out of, related to, or in any way connected with, directly or indirectly, any improvements, repairs, or alterations to the Premises performed by or on behalf of Tenant.
- 16. BANKRUPTCY: In the event that a petition is filed by or against Tenant (i) in any bankruptcy or other insolvency proceeding; (ii) seeking any relief under any state or federal debtor relief law; (iii) for the appointment of a liquidator or receiver for all or substantially all of Tenant's property or for Tenant's interest in this Permit; or (iv) for the reorganization or modification of Tenant's capital structure, this Permit shall at the option of Authority immediately terminate and all rights of Tenant hereunder shall immediately cease and terminate.
- 17. **EASEMENTS:** This Permit and all rights given hereunder shall be subject to all easements and rights-of-way now existing or heretofore granted or reserved in, to, or over the Premises for any purpose whatsoever, and shall be subject to such rights-of-way for reasonable access, sewers, pipelines, conduits, and such telephone, telegraph, light, heat, or power lines as may from time to time be determined by Authority to be in the best interests of the development of Authority property.

Authority agrees that such easements and rights-of-way shall be so located and installed as to produce a minimum amount of interference to the business of Tenant.

- **18. TITLE OF AUTHORITY:** Authority's title is derived from the provisions of the San Diego County Regional Airport Authority Act and the Master Lease. This Permit is granted subject to the terms and conditions of said Act and the Master Lease.
- 19. JOINT AND SEVERAL LIABILITY: If Tenant, as a party to this Permit, is a partnership or joint venture, or is comprised of more than one party or entity or a combination thereof, the obligations imposed on Tenant under this Permit shall be joint and several, and each general partner, joint venturer, party, or entity of Tenant shall be jointly and severally liable for said obligations. Furthermore, nothing contained herein shall be deemed or construed as creating a partnership or joint venture between Authority and Tenant or between Authority and any other entity or party, or cause Authority to be responsible in any way for the debts or obligations of Tenant, or any other party or entity.
- 20. ENTIRE UNDERSTANDING: This Permit contains the entire understanding of the parties, and Tenant, by accepting the same, acknowledges that there is no other written or oral understanding between the parties in respect to the Premises. No modification, amendment, or alteration of this Permit shall be valid unless it is in writing and signed by the parties hereto.
- 21. PEACEABLE SURRENDER: Upon the termination of this Permit, either by the expiration thereof or earlier termination as provided by the terms of this Permit, Tenant will peaceably surrender said Premises in as good condition, subject to normal and ordinary wear and tear resulting from the use of such Premises as herein provided, as the same may be at the time Tenant takes possession thereof, and to allow Authority to take peaceable possession thereof.
- 22. HOLDOVER: This Agreement shall terminate without further notice at expiration of the term. Any holding over by Tenant after either expiration or termination shall not constitute a renewal or extension or give Tenant any rights in or to the Premises. If Tenant, with the prior written consent of Authority, remains in possession of the Premises after expiration of the term or after the date in any notice given by Authority to Tenant terminating this Agreement, then such possession by Tenant shall be deemed to be a month-to-month tenancy terminable on thirty (30) days' notice which may be given at any time by either party.

However, if Tenant, without the prior written consent of Authority, remains in possession of the Premises after expiration of the term or after the date in any notice given by Authority to Tenant terminating this Agreement, then such possession by Tenant shall be deemed to be a tenant at sufferance, only at a per diem rental rate equal to twice the then current daily rental rate, and otherwise upon the terms, covenants and conditions herein specified. In the case where Authority does not provide its prior written consent to Tenant to remain in possession of the Premises after expiration of the term or after the date in any notice given by Authority to Tenant terminating this Agreement, acceptance by Authority of per diem rent after such expiration or earlier termination shall not constitute a consent to a holdover hereunder or result in a renewal.

The foregoing provisions of this Paragraph are in addition to and do not affect Authority's rights hereunder or as otherwise provided by law or in equity. Tenant shall indemnify and hold Authority harmless from any loss or liability resulting from any delay by Tenant in surrendering the Premises, including, without limitation, any claims made by any succeeding tenant based on such delay.

- 23. ACCEPTANCE OF PREMISES: By signing this Permit, Tenant represents and warrants that it has independently inspected the Premises and made all tests, investigations and observations necessary to satisfy itself of the condition of the Premises. Tenant agrees it is relying solely on such independent inspection, tests, investigations and observations in making this Permit. Tenant also acknowledges that the Premises are in the condition called for by this Permit, that Authority has performed all work with respect to Premises and that Tenant does not hold Authority responsible for any defects in the Premises. Tenant furthermore accepts and shall be responsible for any risk of harm to any person and property, including without limitation employees of Tenant, from any latent defects in the Premises.
- 24. WARRANTIES-GUARANTEES: Authority makes no warranty, guarantee, covenant, including but not limited to covenants of title and quiet enjoyment, or averment of any nature whatsoever concerning the condition of the Premises, including the physical condition thereof, or any condition which may affect the Premises; and it is agreed that Authority will not be responsible for any loss or damage or costs which may be incurred by Tenant by reason of any such condition or conditions.
- 25. SECURITY DEPOSIT: Tenant shall provide Authority a security deposit in the sum of * Dollars (\$*) on or before the commencement date of the term of this Agreement. The security deposit shall be held by Authority and used for the purpose of remedying any defaults by Tenant under this Agreement, including, but not limited to; the payment of rent, fees and other charges; repair of damages to the Premises; cleaning the Premises upon termination of this Agreement; reimbursing Authority for costs incurred as a result of Tenant's failure to perform any of its obligations under this Agreement; and inability to renew any Letters of Credit required under this Agreement, whether or not prior notice is given.

Except as provided below, the security deposit shall be in the form of an Irrevocable Standby Letter of Credit drawn on a bank having a branch in San Diego County or having a Moody's Long Term Letter of Credit rating of single A or higher and a Moody's Long Term Deposit rating of single A or higher. The principal sum shall be made payable to Authority. The Letter of Credit shall be valid for the period commencing on the commencement date of this Agreement and ending on the date which is three (3) months after the expiration of this Agreement as provided in Paragraph 1 above (the "Letter of Credit Period").

If the stated term of a Letter of Credit is not valid for the entire Letter of Credit Period, then such Letter of Credit shall be extended or renewed at least ninety (90) days prior to its expiration. If Tenant fails to replace a Letter of Credit in a timely manner as

required by this Paragraph 23, Authority shall be entitled thereupon without further notice to Tenant to draw upon the full amount of the expiring Letter of Credit, and the cash proceeds therefrom shall be treated for all purposes of this Agreement as the Security Deposit. All or any portion of the principal sum of the Letter of Credit shall be available unconditionally to Authority for the purposes and uses hereinabove provided. Authority shall have the right, and Tenant shall take all actions necessary to enable Authority, to draw upon the full amount of any and all outstanding Letter(s) of Credit. The bank, and the form and provisions of the Letter of Credit shall be acceptable to the President/CEO of Authority, and if not so acceptable, may be rejected. The Letter of Credit and Drawing Certificate shall not be acceptable if it requires Authority to send written notice of default or request or demand payment from Tenant after default, prior to Authority drawing on any funds under the Letter of Credit.

Notwithstanding the above, if said security deposit or the cumulative total amount of security deposits required by Authority under this Permit and other leases, permits and agreements between Authority and Tenant does not exceed Twenty-Five Thousand Dollars (\$25,000), Tenant may elect to provide said security deposit in the form of cash.

The amount of the security deposit may be adjusted from time to time at the discretion of the President/CEO of Authority. Following any such adjustment, the amount of the security deposit may not exceed three months' rent and fees under the then current rent and fee requirements of the Permit. In the event the amount of the security deposit is increased, Tenant shall submit the additional security deposit within thirty (30) days of being notified in writing of the increase.

Tenant shall maintain the required security deposit continuously throughout the Permit term. Failure to do so shall be deemed a default and shall be grounds for immediate termination of this Permit in accordance with Paragraph 14.

The security deposit or the remaining portion thereof, shall be rebated, released, assigned, surrendered, or endorsed to Tenant, as applicable, within ninety (90) days after the termination of this Permit.

26. FEDERAL AVIATION ADMINISTRATION REGULATIONS:

A. Tenant for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree "as a covenant running with the land" that in the event facilities are constructed, maintained, or otherwise operated on the Premises for a purpose for which a DOT program or activity is extended or for another purpose involving the provisions of similar services or benefits, Tenant shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

- B. Tenant for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree "as a covenant running with the land" that: (i) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (ii) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination; and (iii) that Tenant shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A. Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
- C. That in the event of breach of any of the above nondiscrimination covenants, Authority shall have the right to terminate this Permit and to reenter and repossess said land and the facilities thereon, and hold the same as if said Permit had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed including expiration of appeal rights.
- D. Tenant shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided that Tenant may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.
- E. Noncompliance with Provision (d) above shall constitute a material breach thereof and in the event of such noncompliance Authority shall have the right to terminate this Permit and the estate hereby created without liability therefore or at the election of Authority or the United States either or both said Governments shall have the right to judicially enforce Provisions.
- F. Tenant agrees that it shall insert Provisions (a), (b), (c), (d), and (e) above in any agreement by which said Tenant grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the Premises herein covered by this Permit.
- G. Tenant assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Tenant assures that no person shall be excluded on these

grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Tenant assures that it will require that its covered suborganizations provide assurances to Tenant that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR 152, Subpart E, to the same effort.

- H. Authority reserves the right to further develop or improve the landing area of San Diego International Airport as it sees fit, regardless of the desires or view of Tenant and without interference or hindrance.
- I. Authority reserves the right, but shall not be obligated to Tenant to maintain and keep in repair the landing area of San Diego International Airport and all publicly owned facilities of said airport, together with the right to direct and control all activities of Tenant in this regard.
- J. This Permit shall be subordinate to the provisions and requirements of any existing or future agreement between Authority and the United States, relative to the development, operation or maintenance of San Diego International Airport.
- K. There is hereby reserved to Authority, it successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises herein covered by this Permit. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation on the San Diego International Airport.
- L. Tenant agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the Premises covered by this Permit, or in the event of any planned modification or alteration of any present or future building or structure situated on the Premises covered by this Permit.
- M. Tenant by accepting this expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the land rented hereunder above the mean sea level elevation of * (*) feet. In the event the aforesaid covenants are breached, Authority reserves the right to enter upon the land covered by this Permit and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of Tenant.
- N. Tenant by accepting this Permit agrees for itself, its successors and assigns that it will not make use of the Premises covered by this Permit in any manner which might interfere with the landing and taking off of aircraft from San Diego International Airport or otherwise constitute a hazard. In the event the

- aforesaid covenant is breached, Authority reserves the right to enter upon the Premises hereby covered by this Permit and cause the abatement of such interference at the expense of Tenant.
- O. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 U.S.C.40103; P.L. 103-272; 108 STAT. 1102, and as may be amended).
- P. To the extent that this Permit constitutes a concession agreement covered by 49 CFR 26, Tenant acknowledges and agrees as follows; it is the policy of the Department of Transportation that disadvantaged business enterprises as defined in 49 CFR 26 shall have the maximum opportunity to participate in the performance of leases as defined in 49 CFR 26. Tenant is charged with knowledge and understanding of 49 CFR 26, and compliance with its provisions is a material part of the agreed upon performance of this Permit.
- Q. Tenant hereby assures that no person shall be excluded from participation in, denied the benefits of or otherwise discriminated against in connection with the award and performance of any contract, including leases, covered by 49 CFR 26 on the grounds of race, color, national origin or sex.
- R. Tenant hereby assures that it will include the above provisions (p) and (q) in all subleases and cause sublessees to similarly include said provisions in further subsubleases.
- S. This Permit is subject to the requirements of the U.S. Department of Transportation's Regulations, 49 CFR Part 23, Subpart F. Tenant agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement covered by 49 CFR Part 23, Subpart F.
- T. Tenant agrees to include the above statements in any subsequent concession agreements that it enters and cause those businesses to similarly include the statements in further concession agreements.
- 27. ATTORNEY'S FEES: In the event any suit is commenced to enforce, protect or establish any right or remedy of any of the terms and conditions hereof, including without limitation a summary action commenced by Authority under the laws of the State of California relating to the unlawful detention of property, the prevailing party shall be entitled to have and recover from the losing party reasonable attorney's fees and costs of suit.
- 28. HAZARDOUS MATERIALS: Tenant shall comply with all laws regarding hazardous substances, materials or wastes, or petroleum products or fraction thereof (herein collectively referred to as "Contaminants") relative to occupancy and use of the

Premises. Tenant shall be liable and responsible for any Contaminants arising out of the occupancy or use of the Premises by Tenant. Such liability and responsibility shall include, but not be limited to, (i) removal from the Premises of any such Contaminants; (ii) removal from any area outside the Premises, including but not limited to surface and groundwater, any such Contaminants generated as part of the operations on the Premises; (iii) damages to persons, property and the Premises; (iv) all claims resulting from those damages; (v) fines imposed by any governmental agency, and (vi) any other liability as provided by law. Tenant shall defend, indemnify and hold harmless the Authority, its officials, officers, agents, and employees from any and all such responsibilities, damages, claims, fines, liabilities, including without limitation any costs, expenses and attorney's fees therefore. Authority shall have a direct right of action against Tenant even if no third party has asserted a claim. Furthermore, Authority shall have the right to assign said indemnity.

If Tenant has in the past or continues to use, dispose, generate, or store Contaminants on the Premises, Authority, or its designated representatives, at Authority's sole discretion, may at any time during the term of this Permit, enter upon the Premises and make any inspections, tests or measurements Authority deems necessary in order to determine if a release of Contaminants has occurred. Authority shall give Tenant a minimum of twenty-four (24) hours' notice in writing prior to conducting any inspections or tests, unless, in Authority's sole judgment, circumstances require otherwise, and such tests shall be conducted in a manner so as to attempt to minimize any inconvenience and disruption to Tenant's operations. If such tests indicate a release of Contaminants, then Authority, at Authority's sole discretion, may require Tenant, at Tenant's sole expense, and at any time during the term of this Permit, to have tests for such Contaminants conducted by a qualified party or parties on the Premises. If Authority has reason to believe that any Contaminants that originated from a release on the Premises have contaminated any area outside the Premises, including but not limited to surface and groundwater, then Authority, at Authority's sole discretion, may require Tenant, at Tenant's sole expense, and at any time during the term of this Permit, to have tests for such Contaminants conducted by a qualified party or parties on said area outside the Premises.

The tests conducted by Tenant's qualified party shall include, but not be limited to, applicable comprehensive soil, emission, or groundwater sampling test or other procedures to determine any actual or possible contamination. Tenant shall expeditiously, but no longer than thirty (30) days after Authority's request for such tests, furnish to Authority the results of said tests, sampling plans, and analysis thereof identifying any Contaminants which exceed then applicable levels permitted by federal, state, or local laws. Tenant shall report such contamination to the Authority within seventy-two (72) hours and shall diligently proceed to identify the extent of contamination, how it will be remediated, when it will be remediated, by whom, and the cost of such remediation.

UNDERGROUND STORAGE TANKS: In the event any underground storage tanks 29. are located on the Premises or hereinafter placed on the Premises by any party during the term or extension of this Permit, Tenant shall be responsible for tank monitoring of all such underground storage tanks as required by the County of San Diego Hazardous Material Management Division (HMMD) or any other responsible agency. Tenant further agrees to take responsibility for reporting unauthorized releases to HMMD and the Authority within twenty-four (24) hours of such unauthorized release. Tenant will be responsible for all fees and costs related to the unauthorized release of Contaminants including but not limited to investigative, surface and groundwater cleanup, and expert and agency fees. Tenant shall maintain evidence of financial responsibility for taking corrective action and for compensating third parties for bodily injury and property damage caused by a release from the underground tank system. Tenant further agrees to be responsible for maintenance and repair of the storage tanks, obtaining tank permits, filing a business plan with HMMD or other responsible agency and for paying underground storage tank fees, permit fees, and other regulatory agency fees relating to underground storage tanks.

Tenant agrees to keep complete and accurate records on the Premises for a period of not less than thirty-six (36) months from the applicable events, including, but not limited to permit applications, monitoring, testing, equipment installation, repairing and closure of the underground storage tanks, and any unauthorized releases of Contaminants and make such records available for Authority or responsible agency inspection. Tenant further agrees to include a copy of Health and Safety Code, Chapter 6.7, Section 25299, as part of any agreement between Tenant and any Operator of such underground storage tanks.

Furthermore, Tenant shall be responsible for compliance with all other laws and regulations presently existing or hereinafter enacted applicable to underground storage tanks, including without limitation any such laws and regulations which alter any of the above requirements.

30. ABOVEGROUND STORAGE TANKS: Tenant shall be responsible for any aboveground storage tanks on the Premises. Tenant shall, in accordance with this Permit and applicable laws and regulations, secure and pay for all necessary permits and approvals, prepare a spill prevention control counter measure plan and conduct periodic inspections to ensure compliance therewith, including conformance with the latest version of said laws and regulations. In addition, Tenant shall maintain and repair said tanks and conform and comply with all other applicable laws and regulations for aboveground storage tanks, including without limitation all of the requirements of Health & Safety Code, Sections 25270 through 25170.13 as presently existing or as hereinafter amended, including without limitation conducting daily visual inspection of said tanks, allowing the San Diego Regional Water Quality Control Board, Authority, or responsible agency, to conduct periodic inspections and complying with valid orders of said Board, filing the required storage tank statement and payment of the fee therefore, establishing and maintaining the required monitoring program and systems, reporting spills as required, and payment of lawfully imposed penalties as provided therein and as otherwise provided by law. Tenant shall be responsible for all costs associated with an unauthorized release from such tanks, including but not limited to, investigative, surface and groundwater cleanup, expert and agency fees.

- 31. NOTICES: Any notice or notices provided for by this Permit or by law to be given or served upon Tenant may be given or served by certified or registered letter addressed to Tenant at * and deposited in the United States mail, or may be served personally upon said Tenant or any person hereafter authorized by it in writing to receive such notice; and that any notice or notices provided for by this Permit or by law to be served upon Authority may be given or served by certified or registered letter addressed to President/CEO of Authority at the administrative offices of the San Diego County Regional Airport Authority, Post Office Box 82776, San Diego, California 92138-2776, and deposited in the United States mail, or may be served personally upon said President/CEO or his/her duly authorized representative; and that any notice or notices given or served as provided herein, shall be effectual and binding for all purposes upon the parties so served.
- **32. SECTION HEADINGS:** The section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision hereof.
- **33. SIGNATURE OF PARTIES:** It is an express condition of this Permit that said Permit shall not be complete nor effective until signed by either the President/CEO or his/her authorized designee on behalf of Authority and by other party.

APPF	ROVED AS TO FORM		PORT AUTHORITY	
Ву: _		By:		
	Office of General Counsel	Nan	ne:	
		Title	:	
		COMP	ANY NAME	
		Ву:		
		Print Name:		
		Print Title:		
		Ву:		
		Print Name:		
		Print Title:		

APPENDIX G MISCELANEOUS SUPPORT MATERIALS



State of California STATE WATER RESOURCES CONTROL BOARD

2006-2007

ANNUAL REPORT

FOR STORM WATER DISCHARGES ASSOCIATED WITH INDUSTRIAL ACTIVITIES

Reporting Period July 1, 2006 through June 30, 2007

An annual report is required to be submitted to your local Regional Water Quality Control Board (Regional Board) by July 1 of each year. This document must be certified and signed, under penalty of perjury, by the appropriate official of your company. Many of the Annual Report questions require an explanation. Please provide explanations on a separate sheet as an attachment. Retain a copy of the completed Annual Report for your records.

Please circle or highlight any information contained in Items A, B, and C below that is new or revised so we can update our records. Please remember that a Notice of Termination and new Notice of Intent are required whenever a facility operation is relocated or changes ownership.

If you have any questions, please contact your Regional Board Industrial Storm Water Permit Contact. The names, telephone numbers and e-mail addresses of the Regional Board contacts, as well as the Regional Board office addresses can be found at http://www.waterboards.ca.gov/stormwtr/contact.html. To find your Regional Board information, match the first digit of your WDID number with the corresponding number that appears in parenthesis on the first line of each Regional Board office.

GENERAL INFORMATION:

A.	Facility Information:	Facility WDID No:
	Facility Business Name:	Contact Person:
	Physical Address:	
	City:	
	Standard Industrial Classification (SIC) Code(s):	
B.	Facility Operator Information:	
	Operator Name:	Contact Person:
	Mailing Address:	e-mail:
	City:	
C.	Facility Billing Information:	
	Operator Name:	Contact Person:
	Mailing Address:	e-mail:
	Citv:	State: Zip: Phone:

SPECIFIC INFORMATION

MONITORING AND REPORTING PROGRAM

YES

D. SAMPLING AND ANALYSIS EXEMPTIONS AND REDUCTIONS For the reporting period, was your facility exempt from collecting and analyzing samples from two storm events in accordance with sections B.12 or 15 of the General Permit? YES Go to Item D.2 NO Go to Section E 2. Indicate the reason your facility is exempt from collecting and analyzing samples from two storm events. Attach a copy of the first page of the appropriate certification if you check boxes ii, iii, iv, or v. Participating in an Approved Group Monitoring Plan Group Name: Submitted No Exposure Certification (NEC) Date Submitted: / / Re-evaluation Date: / / YES NO Does facility continue to satisfy NEC conditions? Submitted Sampling Reduction Certification (SRC) Date Submitted: / / Re-evaluation Date: / / YES NO Does facility continue to satisfy SRC conditions? Certification Date: ____/ Received Regional Board Certification Certification Date: __ / / Received Local Agency Certification If you checked boxes i or iii above, were you scheduled to sample one storm event during the reporting year? **YES** Go to Section E NO Go to Section F 4. If you checked boxes ii, iv, or v, go to Section F. E. SAMPLING AND ANALYSIS RESULTS 1. How many storm events did you sample? If less than 2, attach explanation (if you checked item D.2.i or iii. above, only attach explanation if you answer "0"). 2. Did you collect storm water samples from the first storm of the wet season that produced a discharge during scheduled facility operating hours? (Section B.5 of the General Permit)

NO

attach explanation (Please note that if you do not sample the first storm event, you are still required to sample 2 storm events)

3. How many storm water discharge locations are at your facility?

4.		r each storm event sampled, did you collect and analyze a mple from each of the facility's' storm water discharge locations?	?	YES,	go to l	tem E.6 NO
5.		as sample collection or analysis reduced in accordance h Section B.7.d of the General Permit?		YES		NO, attach explanation
		YES", attach documentation supporting your determination at two or more drainage areas are substantially identical.				
	Dat	te facility's drainage areas were last evaluated//				
6.	We	ere all samples collected during the first hour of discharge?		YES		NO, attach explanation
7.		as <u>all</u> storm water sampling preceded by three (3) rking days without a storm water discharge?		YES		NO, attach explanation
8.		ere there any discharges of storm water that had been nporarily stored or contained? (such as from a pond)		YES		NO, go to Item E.10
9.	cor	d you collect and analyze samples of temporarily stored or national storm water discharges from two storm events? one storm event if you checked item D.2.i or iii. above)		YES		NO, attach explanation
10.	(TS be	ction B.5. of the General Permit requires you to analyze storm w SS), Specific Conductance (SC), Total Organic Carbon (TOC) or present in storm water discharges in significant quantities, and eneral Permit.	r Oil and	l Greas	e (O&0	G), other pollutants likely to
	a.	Does Table D contain any additional parameters related to your facility's SIC code(s)?		YES		NO, Go to Item E.11
	b.	Did you analyze all storm water samples for the applicable parameters listed in Table D?		YES		NO
	C.	If you did not analyze all storm water samples for the applicable Table D parameters, check one of the following reasons:				
		In prior sampling years, the parameter(s) have not be consecutive sampling events. Attach explanation	een det	ected ir	signif	icant quantities from two
		The parameter(s) is not likely to be present in storm discharges in significant quantities based upon the f				
		Other. Attach explanation				
11.		r each storm event sampled, attach a copy of the laboratory and sults using Form 1 or its equivalent. The following must be prov				
	•	Date and time of sample collection Name and title of sampler Parameters tested Name of analytical testing laboratory Discharge location identification	TeTeDe	esting re est methest dete ate of te opies of	nods u ction li esting	

F. QUARTERLY VISUAL OBSERVATIONS

1.

2.

Sec	thorized Non-Storm Water Discharges stion B.3.b of the General Permit requires quarterly visual observations of all authorized non-storm water charges and their sources.									
a.	Do authorized non-storm water discharges occur at your facility?									
	YES O Go to Item F.2									
b.	Indicate whether you visually observed all authorized non-storm water discharges and their sources during the quarters when they were discharged. Attach an explanation for any "NO" answers . Indicate "N/A" for quarters without any authorized non-storm water discharges.									
	July-September YES NO N/A October-December YES NO N/A									
	January-March YES NO N/A April-June YES NO N/A									
C.	Use Form 2 to report quarterly visual observations of authorized non-storm water discharges or provide the following information:									
	 i. name of each authorized non-storm water discharge ii. date and time of observation iii. source and location of each authorized non-storm water discharge iv. characteristics of the discharge at its source and impacted drainage area/discharge location v. name, title, and signature of observer vi. any new or revised BMPs necessary to reduce or prevent pollutants in authorized non-storm water discharges. Provide new or revised BMP implementation date. 									
Sec	authorized Non-Storm Water Discharges etion B.3.a of the General Permit requires quarterly visual observations of all drainage areas to detect the presence inauthorized non-storm water discharges and their sources.									
a.	Indicate whether you visually observed all drainage areas to detect the presence of unauthorized non- storm water discharges and their sources. Attach an explanation for any "NO" answers .									
	July-September YES NO October-December YES NO									
	January-March YES NO April-June YES NO									
b.	Based upon the quarterly visual observations, were any unauthorized non-storm water discharges detected?									
	YES On to Item F.2.d									
c.	Have each of the unauthorized non-storm water discharges been eliminated or permitted?									
	YES NO Attach explanation									
d.	Use Form 3 to report quarterly unauthorized non-storm water discharge visual observations or provide the following information:									

G. MONTHLY WET SEASON VISUAL OBSERVATIONS

storm water discharges locations

H.

Section B.4.a of the General Permit requires you to conduct monthly visual observations of storm water discharges at all storm water discharge locations during the wet season. These observations shall occur during the first hour of discharge or, in the case of temporarily stored or contained storm water, at the time of discharge.

	1.	Attach an explar occurred during s	nation for any "N cheduled facility o	ual observations of storements. Include in perating hours that did who observed that there	n this explanati not result in a s	on whether storm water	any eligible s discharge, a	torm events
		October	YES	NO	February	YES	N	o
		November			March			
		December			April			
		January			May			
	2.	Report monthly w	et season visual o	bservations using For	n 4 or provide t	he following	g information:	
AN	NU	d. any new or re Provide new	es of the discharge evised BMPs nece or revised BMP in	e (i.e., odor, color, etc.) essary to reduce or pre nplementation date. MPLIANCE EVALUA	vent pollutants	in storm wa		s.
Н.	AC:	SCE CHECKLIST						
	Ju be ste	ne 30). Evaluation revised and imple	is must be conduct mented, as neces omplete a ACSCE	ires the facility operato sted within 8-16 months sary, within 90 days of Indicate whether you	of each other. the evaluation.	The SWPF	PP and monitorist the second s	oring program shall udes the minimum
	1.	Have you inspect The following area		Ilutant sources and indected:	ustrial activities	areas?	YES	☐ NO
		during the lastoutdoor washprocess/manloading, unlowaste storage	n and rinse areas ufacturing areas ading, and transfe e/disposal areas ate generating are	er areas	matevehictruckrooftovehic	rial storage le/equipme parking and op equipme le fueling/m	areas nt storage are d access area nt areas aintenance a	S
	2.			assure that its BMPs astrial activities areas?	address existing)	YES	□ NO
	3.			ty to verify that the SW	DDD's site man			
	Э.			ap items should be ver	-		YES	☐ NO
		facility boundoutline of all sareas impact	storm water draina	• age areas		itrol measu	-	atch basins, berms,

4.	Have you reviewed all General Permit compliance records since the last annual evaluation?	s generate	ed	YES	NO
	The following records should be reviewed:				
	 quarterly authorized non-storm water discharge visual observations monthly storm water discharge visual observation records of spills/leaks and associated clean-up/response activities 	:	quarterly unauthor visual observation Sampling and Ana preventative main maintenance reco	is alysis records tenance inspect	
5.	Have you reviewed the major elements of the SWPPP to compliance with the General Permit?	assure		YES	□ NO
	The following SWPPP items should be reviewed:				
	 pollution prevention team list of significant materials description of potential pollutant sources 	•	assessment of po identification and implemented for e	description of th	e BMPs to be
6.	Have you reviewed your SWPPP to assure that a) the BM in reducing or preventing pollutants in storm water dischargent non-storm water discharges, and b) the BMPs are being in	rges and a	authorized	YES	□ NO
	The following BMP categories should be reviewed:				
	 good housekeeping practices spill response employee training erosion control quality assurance 	•	preventative main material handling waste handling/sto structural BMPs	and storage pra	actices
7.	Has all material handling equipment and equipment needs implement the SWPPP been inspected?	ed to		YES	□ NO
AC:	SCE EVALUATION REPORT				
The	e facility operator is required to provide an evaluation report	t that inclu	ides:		
•	identification of personnel performing the evaluation the date(s) of the evaluation necessary SWPPP revisions	•	schedule for imple any incidents of ne actions taken		
Use	e Form 5 to report the results of your evaluation or develop	an equiva	alent form.		
AC:	SCE CERTIFICATION				
	e facility operator is required to certify compliance with the Inpliance, both the SWPPP and Monitoring Program must b				mit. To certify
	sed upon your ACSCE, do you certify compliance with the I	ndustrial			
Act	ivities Storm Water General Permit?			YES	NO
	ou answered "NO" attach an explanation to the ACSCE Eustrial Activities Storm Water General Permit.	valuation	Report why you are	e not in complia	nce with the

I.

J.

ATTACHMENT SUMMARY

Answer the questions below to help you determine what should be attached to this annual report. Answer NA (Not Applicable) to questions 2-4 if you are not required to provide those attachments. 1. Have you attached Forms 1,2,3,4, and 5 or their equivalent? YES (Mandatory) 2. If you conducted sampling and analysis, have you attached the YES laboratory analytical reports? l NO l na 3. If you checked box II, III, IV, or V in item D.2 of this Annual Report, have you attached the first page of the YES NO NA appropriate certifications? 4. Have you attached an explanation for each "NO" answer in items E.1, E.2, E.5-E.7, E.9, E.10.c, F.1.b, F.2.a, F.2.c, YES l NO l na G.1. H.1-H.7. or J? **ANNUAL REPORT CERTIFICATION** I am duly authorized to sign reports required by the INDUSTRIAL ACTIVITIES STORM WATER GENERAL PERMIT (see Standard Provision C.9) and I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to ensure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those person directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations. Printed Name: Signature: Date:

DESCRIPTION OF BASIC ANALYTICAL PARAMETERS

The Industrial Activities Storm Water General Permit (General Permit) requires you to analyze storm water samples for at least four parameters. These are pH, Total Suspended Solids (TSS), Specific Conductance (SC), and Total Organic Carbon (TOC). Oil and Grease (O&G) may be substituted for TOC. In addition, you must monitor for any other pollutants which you believe to be present in your storm water discharge as a result of industrial activity and analytical parameters listed in Table D of the General Permit. There are no numeric limitations for the parameters you test for.

The four parameters which the General Permit requires to be tested are considered *indicator* parameters. In other words, regardless of what type of facility you operate, these parameters are nonspecific and general enough to usually provide some indication whether pollutants are present in your storm water discharge. The following briefly explains what each of these parameters mean:

pH is a numeric measure of the hydrogen-ion concentration. The neutral, or acceptable, range is within 6.5 to 8.5. At values less than 6.5, the water is considered acidic; above 8.5 it is considered alkaline or basic. An example of an acidic substance is vinegar, and a alkaline or basic substance is liquid antacid. Pure rainfall tends to have a pH of a little less than 7. There may be sources of materials or industrial activities which could increase or decrease the pH of your storm water discharge. If the pH levels of your storm water discharge are high or low, you should conduct a thorough evaluation of all potential pollutant sources at your site.

Total Suspended Solids (TSS) is a measure of the undissolved solids that are present in your storm water discharge. Sources of TSS include sediment from erosion of exposed land, and dirt from impervious (i.e. paved) areas. Sediment by itself can be very toxic to aquatic life because it covers feeding and breeding grounds, and can smother organisms living on the bottom of a water body. Toxic chemicals and other pollutants also adhere to sediment particles. This provides a medium by which toxic or other pollutants end up in our water ways and ultimately in human and aquatic life. TSS levels vary in runoff from undisturbed land. It has been shown that TSS levels increase significantly due to land development.

Specific Conductance (SC) is a numerical expression of the ability of the water to carry an electric current. SC can be used to assess the degree of mineralization, salinity, or estimate the total dissolved solids concentration of a water sample. Because of air pollution, most rain water has a SC a little above zero. A high SC could affect the usability of waters for drinking, irrigation, and other commercial or industrial use.

Total Organic Carbon (TOC) is a measure of the total organic matter present in water. (All organic matter contains carbon) This test is sensitive and able to detect small concentrations of organic matter. Organic matter is naturally occurring in animals, plants, and man. Organic matter may also be man made (so called synthetic organics). Synthetic organics include pesticides, fuels, solvents, and paints. Natural organic matter utilizes the oxygen in a receiving water to biodegrade. Too much organic matter could place a significant oxygen demand on the water, and possibly impact its quality. Synthetic organics either do not biodegrade or biodegrade very slowly. Synthetic organics are a source of toxic chemicals that can have adverse affects at very low concentrations. Some of these chemicals bioaccumulate in aquatic life. If your levels of TOC are high, you should evaluate all sources of natural or synthetic organics you may use at your site.

Oil and Grease (O&G) is a measure of the amount of oil and grease present in your storm water discharge. At very low concentrations, O&G can cause a sheen (that floating "rainbow") on the surface of water (1 qt. of oil can pollute 250,000 gallons of water). O&G can adversely affect aquatic life and create unsightly floating material and film on water, thus making it undrinkable. Sources of O&G include maintenance shops, vehicles, machines and roadways.

If you have any questions regarding whether or not your constituent concentrations are too high, please contact your local Regional Board office. The United States Environmental Protection Agency (USEPA) has published stormwater discharge benchmarks for a number of parameters. These benchmarks may be helpful when evaluating whether additional BMPs are appropriate. These benchmarks can be accessed at our website at http://www.waterboards.ca.gov. It is contained in the Sampling and Analysis Reduction Certification.

See Storm Water Contacts at

http://www.waterboards.ca.gov/stormwtr/contact.html

ANNUAL REPORT

SIDE A

FORM 1-SAMPLING & ANALYSIS RESULTS

FIRST STORM EVENT

- If analytical results are less than the detection limit (or non detectable), show the value as less than the numerical value of the detection limit (example: <.05)
- If you did not analyze for a required parameter, do not report "0". Instead, leave the appropriate box blank
- When analysis is done using portable analysis (such as portable pH meters, SC meters, etc.), indicate "PA" in the appropriate test method used box.
- Make additional copies of this form as necessary.

NAME OF PERSON COL		TITLE: SIGNATURE:										
		ANALYTICAL RESULTS For First Storm Event										
DESCRIBE DISCHARGE	DATE/TIME OF SAMPLE	TIME DISCHARGE		BAS	IC PARAMET	ERS			OTHER PARAMETERS			
LOCATION Example: NW Out Fall	COLLECTION	STARTED	PH	TSS	SC	O&G	TOC					
	/_/ AM _: DPM	□AM _:_□PM										•
	/_/_ AM _: PM	AM :PM										
	/ /AM _: \pm	AM :□PM										
	/_/ AM _: PM	AM :PM										
TEST REPORTING	UNITS:		pH Units	mg/l	umho/cm	mg/l	mg/l					
TEST METHOD DE	TECTION LIMIT:											
TEST METHOD US	 ED:											
ANALYZED BY (SE	LF/LAB):											

ANNUAL REPORT

FORM 1-SAMPLING & ANALYSIS RESULTS

SECOND STORM EVENT

- If analytical results are less than the detection limit (or non detectable), show the value as less than the numerical value of the detection limit (example: <.05)
- If you did not analyze for a required parameter, do not report "0". Instead, leave the appropriate box blank

•	When analysis is done using portable analysis (such as portable pH meters, SC
	meters, etc.), indicate "PA" in the appropriate test method used box.

NAME OF PERSON COLLECTING SAMPLE(S):				TITLE: SIGNATURE:								
		ANALYTICAL RESULTS For Second Storm Event										
DESCRIBE DISCHARGE	DATE/TIME OF SAMPLE	TIME DISCHARGE		BAS	SIC PARAMET	ERS			ОТН	IER PARAME	TERS	
LOCATION Example: NW Out Fall	COLLECTION	STARTED	PH	TSS	SC	O&G	TOC					
	/_/_ AM _: PM	□AM :□PM										
	/_/_ AM _: DPM	AM :PM										
	/_/_ AM _: DPM	AM : PM										
	/_/ AM _: DPM	AM :PM										
TEST REPORTING	UNITS:		pH Units	mg/l	umho/cm	mg/l	mg/l					
TEST METHOD DE	TECTION LIMIT:											
TEST METHOD USED:												
ANALYZED BY (SELF/LAB):												

TSS - Total Suspended Solids

SC - Specific Conductance

O&G - Oil & Grease

TOC - Total Organic Carbon

FORM 2-QUARTERLY VISUAL OBSERVATIONS OF <u>AUTHORIZED</u> NON-STORM WATER DISCHARGES (NSWDs)

- Quarterly dry weather visual observations are required of each authorized NSWD.
- Observe each authorized NSWD source, impacted drainage area, and discharge location.

- Authorized NSWDs must meet the conditions provided in Section D (pages 5-6), of the General Permit.
- Make additional copies of this form as necessary.

QUARTER: JULY-SEPT. DATE: /	Observers Name: Title: Signature:	WERE ANY AUTHORIZED NSWDs DISCHARGED DURING THIS QUARTER?	If YES , complete reverse side of this form.
QUARTER: OCTDEC. DATE: /	Observers Name: Title: Signature:	WERE ANY AUTHORIZED NSWDs DISCHARGED DURING THIS QUARTER?	If YES , complete reverse side of this form.
QUARTER: JANMARCH DATE: / /	Observers Name: Title: Signature:	WERE ANY AUTHORIZED NSWDs DISCHARGED DURING THIS QUARTER?	If YES , complete reverse side of this form.
QUARTER: APRIL-JUNE DATE: / /	Observers Name: Title: Signature:	YES WERE ANY AUTHORIZED NSWDs DISCHARGED DURING THIS QUARTER?	If YES , complete reverse side of this form.

FORM 2-QUARTERLY VISUAL OBSERVATIONS OF <u>AUTHORIZED</u> NON-STORM WATER DISCHARGES (NSWDs)

DATE /TIME OF OBSERVATION	SOURCE AND LOCATION OF AUTHORIZED NSWD	NAME OF AUTHORIZED NSWD	DESCRIBE AUTHORIZED NSWD CHARACTERISTICS Indicate whether authorized NSWD is clear, cloudy, or discolored, causing staining, contains floating objects or an oil sheen, has odors, etc.		DESCRIBE ANY REVISED OR NEW BMPs AND PROVIDE THEIR IMPLEMENTATION DATE
	EXAMPLE: Air conditioner Units on Building C	EXAMPLE: Air conditioner condensate	At the NSWD Source	At the NSWD Drainage Area and Discharge Location	
:					
: AM PM					
:AM PM					
<u>:</u> □AM □PM					
:					

ANNUAL REPORT FORM 3-QUARTERLY VISUAL OBSERVATIONS OF <u>UNAUTHORIZED</u> NON-STORM WATER DISCHARGES (NSWDs)

- Unauthorized NSWDs are discharges (such as wash or rinse waters) that do not meet the conditions provided in Section D (pages 5-6) of the General Permit.
- Quarterly visual observations are required to observe current and detect prior unauthorized NSWDs.
- Quarterly visual observations are required during dry weather and at all facility drainage areas.
- Each unauthorized NSWD source, impacted drainage area, and discharge location must be identified and observed.
- Unauthorized NSWDs that can not be eliminated within 90 days of observation must be reported to the Regional Board in accordance with Section A.10.e of the General Permit.
- Make additional copies of this form as necessary.

QUARTER: JULY-SEPT. DATE/TIME OF OBSERVATIONS AM PM	Observers Name: Title: Signature:	WERE UNAUTHORIZED NSWDs OBSERVED? WERE THERE INDICATIONS OF PRIOR UNAUTHORIZED NSWDs?	□YES □NO	If YES to either question, complete reverse side.
QUARTER: OCTDEC. DATE/TIME OF OBSERVATIONS AM PM	Observers Name: Title: Signature:	WERE UNAUTHORIZED NSWDs OBSERVED? WERE THERE INDICATIONS OF PRIOR UNAUTHORIZED NSWDs?	□YES □NO	If YES to either question, complete reverse side.
QUARTER: JANMARCH DATE/TIME OF OBSERVATIONS AM PM	Observers Name: Title: Signature:	WERE UNAUTHORIZED NSWDs OBSERVED? WERE THERE INDICATIONS OF PRIOR UNAUTHORIZED NSWDs?	□YES □NO	If YES to either question, complete reverse side.
QUARTER: APRIL-JUNE DATE/TIME OF OBSERVATIONS AM PM	Observers Name: Title: Signature:	WERE UNAUTHORIZED NSWDs OBSERVED? WERE THERE INDICATIONS OF PRIOR UNAUTHORIZED NSWDs?	□YES □NO	If YES to either question, complete reverse side.

FORM 3 QUARTERLY VISUAL OBSERVATIONS OF <u>UNAUTHORIZED</u> NON-STORM WATER DISCHARGES (NSWDs)

OBSERVATION DATE (FROM REVERSE SIDE)	NAME OF UNAUTHORIZED NSWD	SOURCE AND LOCATION OF UNAUTHORIZED NSWD	CHARACT Indicate whether unauthori discolored, causing stains; co	THORIZED NSWD FERISTICS zed NSWD is clear, cloudy, ntains floating objects or an oil odors, etc.	DESCRIBE CORRECTIVE ACTIONS TO ELIMINATE UNAUTHORIZED NSWD AND TO CLEAN IMPACTED DRAINAGE AREAS.
	EXAMPLE: Vehicle Wash Water	EXAMPLE: NW Corner of Parking Lot	AT THE UNAUTHORIZED NSWD SOURCE	AT THE UNAUTHORIZED NSWD AREA AND DISCHARGE LOCATION	PROVIDE UNAUTHORIZED NSWD ELIMINATION DATE.
: □AM □PM					
_ / / _					
:					
:					
_ / / _					
:					

2006 - 2007

ANNUAL REPORT FORM 4-MONTHLY VISUAL OBSERVATIONS OF

SIDE

Α

STORM WATER DISCHARGES

- Storm water discharge visual observations are required for at least one storm event per month between October 1 and May 31.
- Visual observations must be conducted during the first hour of discharge at all discharge locations.
- Discharges of temporarily stored or contained storm water must be observed at the time of discharge.
- Indicate "None" in the first column of this form if you did not conduct a monthly visual observation.
- · Make additional copies of this form as necessary.
- Until a monthly visual observation is made, record any eligible storm events that do not result in a storm
 water discharge and note the date, time, name, and title of who observed there was no storm water
 discharge.

Observation Date: October 2006		#1	#2	#3	#4
	Drainage Location Description				
Observers Name:		□ P.M.	P.M.	P.M.	☐P.M. : ☐A.M.
Title:	Observation Time	: A.M.	: A.M.	:	A.w. P.M.
	Time Discharge Began	: 🗖 A.M.	: 🗖 A.M.	: 🗖 A.M.	: ☐A.M.
Signature:	Were Pollutants Observed (If yes, complete reverse side)	YES NO	YES NO	YES NO	YES NO
Observation Date: Nevember 2006		#1	#2	#3	#4
Observation Date: November 2006	Drainage Location Description				
Observers Name:		P.M.	P.M.	□ P.M.	□P.M.
Title:	Observation Time	: □ A.M. □ P.M.	: A.M.	: □ A.M. □ P.M.	: □A.M. □P.M.
	Time Discharge Began	: \(\begin{array}{c} \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	: A.M.	: A.M.	: □A.M.
Signature:	Were Pollutants Observed (If yes, complete reverse side)	YES NO	YES NO	YES NO	YES NO
Observation Data Describer 2000		#1	#2	#3	#4
Observation Date: December 2006	Drainage Location Description	#1	#2	#3	#4
Observation Date: December 2006 Observers Name:	Drainage Location Description	P.M.	☐ P.M.	P.M.	P.M.
Observers Name:	Drainage Location Description Observation Time	□ P.M. : □ A.M.	☐ P.M. : ☐ A.M.	☐ P.M. : ☐ A.M.	□P.M. : □A.M.
_		P.M.	☐ P.M.	P.M.	P.M.
Observers Name:	Observation Time	□ P.M. : □ A.M. □ P.M.	☐ P.M. : ☐ A.M. ☐ P.M.	□ P.M. : □ A.M. □ P.M.	□P.M. : □A.M. □P.M.
Observers Name: Title: Signature:	Observation Time Time Discharge Began Were Pollutants Observed	□ P.M. : □ A.M. □ P.M. : □ A.M.	P.M. :	P.M. : A.M. : P.M. : A.M.	□ P.M. : □ A.M. □ P.M. : □ A.M.
Observers Name:	Observation Time Time Discharge Began Were Pollutants Observed	:	:	: P.M. : A.M. P.M. : A.M.	:
Observers Name: Title: Signature:	Observation Time Time Discharge Began Were Pollutants Observed (If yes, complete reverse side)	P.M. : A.M. : A.M. YES NO	P.M. A.M. P.M. P.M.	:	:
Observers Name: Title: Signature: Observation Date: January2007 Observers Name:	Observation Time Time Discharge Began Were Pollutants Observed (If yes, complete reverse side)	#1 P.M. A.M. P.M. P.M.	#2 P.M. A.M. P.M. P.M.	P.M. A.M. P.M. P.M. P.M. P.M.	:
Observers Name: Title: Signature: Observation Date: January 2007	Observation Time Time Discharge Began Were Pollutants Observed (If yes, complete reverse side) Drainage Location Description	P.M. : A.M. : A.M. YES NO	P.M. A.M. P.M. P.M.	:	:

FORM 4-MONTHLY VISUAL OBSERVATIONS OF STORM WATER DISCHARGES

DATE/TIME OF OBSERVATION (From Reverse Side)	DRAINAGE AREA DESCRIPTION	DESCRIBE STORM WATER DISCHARGE CHARACTERISTICS	IDENTIFY AND DESCRIBE SOURCE(S) OF POLLUTANTS	DESCRIBE ANY REVISED OR NEW BMPs AND THEIR DATE OF IMPLEMENTATION
	EXAMPLE: Discharge from material storage Area #2	Indicate whether storm water discharge is clear, cloudy, or discolored; causing staining; containing floating objects or an oil sheen, has odors, etc.	EXAMPLE: Oil sheen caused by oil dripped by trucks in vehicle maintenance area.	
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2006 - 2007

ANNUAL REPORT FORM 4 (Continued)-MONTHLY VISUAL OBSERVATIONS OF STORM WATER DISCHARGES

SIDE A

- Storm water discharge visual observations are required for at least one storm event per month between October 1 and May 31.
- Visual observations must be conducted during the first hour of discharge at all discharge locations.
- Discharges of temporarily stored or contained storm water must be observed at the time of discharge.

- Indicate "None" in the first column of this form if you did not conduct a monthly visual observation.
- Make additional copies of this form as necessary.
- Until a monthly visual observation is made, record any eligible storm events that do not result in a storm
 water discharge and note the date, time, name, and title of who observed there was no storm water
 discharge.

Observation Date: February 2007		#1	#2	#3	#4
	Drainage Location Description				
Observers Name:		. □P.M.	☐ P.M. : ☐ A.M.	☐ P.M. : ☐ A.M.	P.M.
Title:	Observation Time	: ☐ A.M. ☐ P.M.	:	: A.M.	: A.M.
	Time Discharge Began	: 🗖 A.M.	: 📙 A.M.	: 📙 A.M.	: 📙 A.M.
Signature:	Were Pollutants Observed (If yes, complete reverse side)	YES NO	YES NO	YES NO	YES NO
Observation Pater March 2007		#1	#2	#3	#4
Observation Date: March 2007	Drainage Location Description				
Observers Name:		P.M.	P.M.	P.M.	P.M.
Title:	Observation Time	: A.M.	: ☐ A.M. ☐ P.M.	: A.M.	: A.M.
	Time Discharge Began	: 🗖 A.M.	: A.M.	: 🗎 A.M.	: A.M.
Signature:	Were Pollutants Observed (If yes, complete reverse side)	YES NO	YES NO	YES NO	YES NO
			40	40	11.4
Observation Date: April 2007		#1	#2	#3	#4
Observation Date: April 2007	Drainage Location Description	#1 	#2	#3	#4
Observation Date: April 2007 Observers Name:		□ P.M.	☐ P.M.	P.M.	P.M.
Observers Name:	Drainage Location Description Observation Time	☐ P.M. : ☐ A.M.	☐ P.M. : ☐ A.M.	☐ P.M. : ☐ A.M.	□ P.M. : □ A.M.
		□ P.M.	☐ P.M.	P.M.	P.M.
Observers Name:	Observation Time	□ P.M. : □ A.M. □ P.M.	☐ P.M. : ☐ A.M. ☐ P.M.	☐ P.M. : ☐ A.M.	P.M. : A.M.
Observers Name: Title: Signature:	Observation Time Time Discharge Began Were Pollutants Observed	P.M. :A.M. :P.M. :A.M.	☐ P.M. : ☐ A.M. ☐ P.M. : ☐ A.M.	P.M. : A.M. P.M. : A.M.	P.M. :
Observers Name:	Observation Time Time Discharge Began Were Pollutants Observed	:	:	: P.M. : A.M. : P.M. : A.M.	: P.M. : A.M. : P.M. : A.M. : A.M.
Observers Name: Title: Signature:	Observation Time Time Discharge Began Were Pollutants Observed (If yes, complete reverse side) Drainage Location Description	P.M. : A.M. P.M. : A.M. YES NO #1	:	P.M. A.M. P.M. P.M.	P.M. : A.M. P.M. : A.M. YES NO #4
Observers Name: Title: Signature: Observation Date: May 2007 Observers Name:	Observation Time Time Discharge Began Were Pollutants Observed (If yes, complete reverse side)	P.M. : A.M. P.M. : A.M. YES NO #1	:	P.M. :	P.M. :
Observers Name: Title: Signature: Observation Date: May 2007	Observation Time Time Discharge Began Were Pollutants Observed (If yes, complete reverse side) Drainage Location Description	P.M. : A.M. : A.M. YES NO #1	:	P.M. A.M. P.M. P.M.	P.M. :

FORM 4 (Continued)-MONTHLY VISUAL OBSERVATIONS OF STORM WATER DISCHARGES

DATE/TIME OF OBSERVATION (From Reverse Side)	DRAINAGE AREA DESCRIPTION	DESCRIBE STORM WATER DISCHARGE CHARACTERISTICS	IDENTIFY AND DESCRIBE SOURCE(S) OF POLLUTANTS	DESCRIBE ANY REVISED OR NEW BMPs AND THEIR DATE OF IMPLEMENTATION
(FIOHI Reverse Side)	EXAMPLE: Discharge from material storage Area #2	Indicate whether storm water discharge is clear, cloudy, or discolored; causing staining; containing floating objects or an oil sheen, has odors, etc.	EXAMPLE: Oil sheen caused by oil dripped by trucks in vehicle maintenance area.	
:				
_ / / _				
_: AM				
_ / / _				
_: AM				
_ / / _				
_: AM				
_ / _ / _				
_: AM PM				

FORM 5-ANNUAL COMPREHENSIVE SITE COMPLIANCE EVALUATION POTENTIAL POLLUTANT SOURCE/INDUSTRIAL ACTIVITY BMP STATUS

EVALUATION DATE: ///_ INS	SPECTOR NAME:		TITLE:	: SIGN	ATURE:
POTENTIAL POLLUTANT SOURCE/INDUSTRIAL ACTIVITY AREA (as identified in your SWPPP)	HAVE ANY BMPs NOT BEEN FULLY IMPLEMENTED?	□YES □NO	If yes, to either question, complete the next two columns of this form	Describe deficiencies in BMPs or BMP implementation	Describe additional/revised BMPs or corrective actions and their date(s) of implementation
	ARE ADDITIONAL/REVISED BMPs NECESSARY?	□YES □NO			
POTENTIAL POLLUTANT SOURCE/INDUSTRIAL ACTIVITY AREA (as identified in your SWPPP)	HAVE ANY BMPs NOT BEEN FULLY IMPLEMENTED?	□YES □NO	If yes, to either question, complete the next two columns of this form	Describe deficiencies in BMPs or BMP implementation	Describe additional/revised BMPs or corrective actions and their date(s) of implementation
	ARE ADDITIONAL/REVISED BMPs NECESSARY?	□YES □NO			
POTENTIAL POLLUTANT SOURCE/INDUSTRIAL ACTIVITY AREA (as identified in your SWPPP)	HAVE ANY BMPs NOT BEEN FULLY IMPLEMENTED?	□YES □NO	If yes, to either question, complete the next two columns of this form	Describe deficiencies in BMPs or BMP implementation	Describe additional/revised BMPs or corrective actions and their date(s) of implementation
	ARE ADDITIONAL/REVISED BMPs NECESSARY?	□YES □NO			
POTENTIAL POLLUTANT SOURCE/INDUSTRIAL ACTIVITY AREA (as identified in your SWPPP)	HAVE ANY BMPs NOT BEEN FULLY IMPLEMENTED?	□YES □NO	If yes, to either question, complete the next two columns of this form	Describe deficiencies in BMPs or BMP implementation	Describe additional/revised BMPs or corrective actions and their date(s) of implementation
	ARE ADDITIONAL/REVISED BMPs NECESSARY?	YES			

FORM 5 (Continued)-ANNUAL COMPREHENSIVE SITE COMPLIANCE EVALUATION POTENTIAL POLLUTANT SOURCE/INDUSTRIAL ACTIVITY BMP STATUS

EVALUATION DATE: / / _ INS	SPECTOR NAME:		TITLE:	SIGN	IATURE:
POTENTIAL POLLUTANT SOURCE/INDUSTRIAL ACTIVITY AREA (as identified in your SWPPP)	HAVE ANY BMPs NOT BEEN FULLY IMPLEMENTED?	∐YES ∐NO	If yes, to either question, complete the next two columns of this	Describe deficiencies in BMPs or BMP implementation	Describe additional/revised BMPs or corrective actions and their date(s) of implementation
	ARE ADDITIONAL/REVISED BMPs NECESSARY?	YES	form		
POTENTIAL POLLUTANT SOURCE/INDUSTRIAL ACTIVITY AREA (as identified in your SWPPP)	HAVE ANY BMPs NOT BEEN FULLY IMPLEMENTED?	∐YES ∐NO	If yes, to either question, complete the next two columns of this	Describe deficiencies in BMPs or BMP implementation	Describe additional/revised BMPs or corrective actions and their date(s) of implementation
	ARE ADDITIONAL/REVISED BMPs NECESSARY?	YES	form		
POTENTIAL POLLUTANT SOURCE/INDUSTRIAL ACTIVITY AREA (as identified in your SWPPP)	HAVE ANY BMPs NOT BEEN FULLY IMPLEMENTED?	∐YES ∐NO	If yes, to either question, complete the next two columns of this	Describe deficiencies in BMPs or BMP implementation	Describe additional/revised BMPs or corrective actions and their date(s) of implementation
	ARE ADDITIONAL/REVISED BMPs NECESSARY?	YES	form		
POTENTIAL POLLUTANT SOURCE/INDUSTRIAL ACTIVITY AREA (as identified in your SWPPP)	HAVE ANY BMPs NOT BEEN FULLY IMPLEMENTED?	∐YES ∐NO	If yes, to either question, complete the next two	Describe deficiencies in BMPs or BMP implementation	Describe additional/revised BMPs or corrective actions and their date(s) of implementation
	ARE ADDITIONAL/REVISED BMPs NECESSARY?	YES	columns of this form		

San Diego Stormwater Copermittees Dry Weather Monitoring Field Datasheet

CENEDAL 6	THE DECORA	⊠Routine Inv	estigation	(NAD 02				-	or		_	
Site ID	SITE DESCRIE	TION		(NAD 83	decimal d	egrees to	5th place		Hydrolo	gic Unit		
Location				Longitud	0			Watershed				
					e			shed		gic Area gic Subar	ea	
Date				TB Page					(Optiona	<u>l)</u>		
Time				Observer	RG,	MG			scharge Are otional)	ea 		
Land Use (Print) (Check one only		☐ Residential		nercial	□ Industria	1 .	Agricultura	al	□ Parks		□ Oper	ı
Land Use (Sec (Optional, grea		☐ Residential	□ Comn	nercial	□ Industria	1 .	Agricultura	al	□ Parks		□ Oper	ı
Conveyance (Check one onl	y)	☐ Manhole	⊠Catcl	n Basin	□ Outlet		Concrete nannel		□ Natural	Creek	□ Earth	en Channel
ATMOSPHE	ERIC CONDIT	IONS										
Weather Tide Last Rain	☐ Sunny☐ N/A☐ > 72 hours	☐ Partly Cloudy☐ Low☐ < 72 hours	☐ Overc		□ Fog □ High	□О	utgoing		Tide Heig	ght:	ît.	
Rainfall	□ None	□ < 0.1"	$\square > 0.1$,								
RUNOFF CI	HARACTERIS	TICS										
Odor Color	□ None	□ Musty □ Yellow		en Eggs		hemical hite		□ Se	-		Other	
Color Clarity	□ None□ Clear	□ Yellow	☐ Brov	vn htly Cloudy		nite paque		□ Gr	ay		☐ Other☐ Other☐	
Floatables	□ None	□ Trash	-	bles/Foam		heen		□ Fe	cal Matter		Other	
Deposits	□ None	☐ Sediment/Gravel	☐ Fine	Particulates	\Box S	tains		□ Oil	ly Deposits	[Other	
Vegetation Biology	□ None □ None	☐ Limited☐ Insects	□ Norr □ Alga			xcessive nails/Fish		□ Mı	ıssels/Barnacl		☐ Other☐ Other☐	
Flow Observ	r ed □Yes	□ No □ Ponde	ed □ Tida	al								
	Overland Flow			Irrigation R —	□ Yes			□ N/A	A	_		
	g Samples Coll		□ No									
Water Temp (pH (pH units)	°C)		3-N (mg/L) RB (NTU)			NO3-N (m COND (m				React PO MBAS (n		2)
	MATION WO		(-:)			(a.	,		•		-8' -/	'
Flowing Width	g Creek or Box C		Fil ⁷ olume	ling a Bottle	or Known	Volume m	Г	л г	Diameter	Flowi	ng Pipe	ft
Depth			ime to Fill			se		1	Depth			ft
Velocity			low			gr		1	Velocity			ft/sec
Flow		gpm				OF		j [Flow			gpm
nalytical Lal	oratory Samp	les Collected?	□ Yes	□ No								
O&G (mg/L)	, 200	Entero. (MPN/100mL)		Fecal Col (MPN/mL)			Chlorpy (ug/L)	у.		Pb ((ug/L)	
Hardness (mg/L)		Total Col. (MPN/100mL)		Diazanon (ug/L)			Cd (ug/I	L)		Zn	(ug/L)	
COMMENTS		, <u>, , , , , , , , , , , , , , , , , , </u>			•				•	•		•

San Diego Stormwater Copermittees

Land Use Types for Dry Weather Monitoring

(Adopted by the Dry Weather Monitoring Workgroup, April 20, 2004)

1. Residential

Residential (general)

Single- and multi-family homes, mobile home parks, etc.

Rural residential (For the County of San Diego and other appropriate Copermittees) Single family homes located in rural areas with lot sizes of approximately 1 to 10 acres. Rural residential estates may have small orchards, fields or small storage buildings associated with the residential dwelling unit, etc.

2. Commercial

Offices, schools, shopping centers, auto dealerships, government/civic centers, cemeteries, churches, libraries, post offices, fire/police stations, military use, jails, prisons, border patrol holding stations, dormitories, hotels, motels, resorts, and casinos, etc.

3. Agricultural

Orchards, vineyards, nurseries, greenhouses, flower fields, dairies, livestock, poultry, equine ranches, row crops and grains, pasture, fallow, etc.

4. Industrial

Shipbuilding, airframe, aircraft manufacturing, industrial parks, manufacturing uses such as lumber, furniture, paper, rubber, stone, clay, and glass; auto repair services/recycling centers; warehousing, wholesale trade; mining, sand and gravel extraction, salt evaporation; junkyard, dumps/landfills; auto wrecking/dismantling and recycling centers, etc.

5. **Parks**

Recreation areas and centers, neighborhood parks, wildlife and nature preserves, golf courses, accessible sandy areas along the coast or major water bodies allowing swimming and picnicking, etc.

6. Open

Vacant and undeveloped lands, etc.

Storm Water Quality Inspection For Industrial/Commercial/Municipal Facilities Inspector Name: Date: Time: Type of Inspection ☐ Routine ☐ Complaint Investigation ☐ Follow-up □ Other **Contact Information** Business Name _____ Street Address_____ Business Type_____ Subtenants____ On-Site Contact_____ Cell phone #_____Title:_____Email:____ Environ Contact Cell phone # Title: Email: Business Telephone # (______) ____-___ Business Fax # (_____) ____-Other Contact Info: **Facility/Operation/Site Information** Principal activity:_ ☐ High Commercial ☐ High Industrial ☐ High Municipal Category: □ Med Commercial □ Med Industrial ☐ Med Municipal □ Low Commercial □ Low Industrial □ Low Municipal Is the facility/operation subject to CA Statewide General Industrial Permit? If yes, has facility/operation filed a Notice of Intent (NOI) to comply? WDID# Does the facility/operation qualify for a "No Exposure Certification"? Does facility/operation have and Individual NPDES Permit? Permit # Does facility/operation maintain SWPPP, BMP Plan or Hazmat Business Plan (or any others)? Has facility/operation conducted previous storm water monitoring programs? Property Owner / Management Group / Primary Tenant: **Initial Observations** Nearest MS4 conveyance inlet: Approximate distance to MS4: \square < 200 ft. \square 200 – 1000 ft. \square > 1000 ft. Discharge observed? If yes, describe: Additional comments: Print Name of Facility/Operation Representative:____

Inspector's Signature:________Date:_______

BMPs	N/A	Yes	Partial	No	Comments
Storm Water Discharges					
Does storm water from this facility/operation enter the MS4?					
Does the storm water run-off from this facility/operation discharge into a wastewater treatment process or sanitary sewer or deadend sump area with pump?					
BMPs	N/A	Yes	Partial	No	Comments
SC01 - Non-Storm Water Management			□ Not A	pplica	ble at this Facility/Operation
Identify significant materials which could have the potential to discharge to storm drains.	□ Cleani □ Pestici □ Sedim □ Floata	ng Soluti ides/Herk ent □ Fire bles □ La	ons □ Lubric picides/Fertili e Fighting Fo	cants zers	aint □ Deicing/Anti-Icing Fluids I Anti freeze □ Battery Acid □ Fuel Metals □ Deicing/Anti-Icing Fluids umpster Wastes □ Landscape Wastes istes □ Potable Water System Chemicals
SC01-02. Is the site free of evidence of illicit connections and illegal discharges?					
SC01-03. Are observed non-storm water discharges routinely reported?					
SC01-04. Have employees, tenants and the public been educated about avoiding non-storm water discharges?					
SC01-05. Are outdoor water supplies (hose bibs) limited and posted with appropriate use signs to discourage uses that may pollute the storm drain system/receiving waters?					
Additional Comments:					
BMPs	N/A	Yes	Partial	No	Comments
SC02A - Outdoor Equipment Ops and Ma	aintena	ance A	reas □N	ot Apı	olicable at this Facility/Operation
Identify significant materials used at the facility/operation, associated with equipment operations and maintenance.		ng Soluti			olvents □ Paint I Anti freeze □ Battery Acid
SC02A-02. Are storm drains located directly within equipment operations and maintenance areas?	□ Other	-			
SC02A-03. Is there a designated equipment ops and maintenance area with overhead cover for pollutant sources and/or activity areas?					

Additional Comments:					
BMPs	N/A	Yes	Partial	No	Comments
SC02B - Aircraft, Grnd Vehicle & Eqpmnt					
Identify significant materials used at the		d Grease			Solvents
facility/operation, associated with maintenance/repair.		_	ons 🗆 Lubrio	cants 🗆	Anti freeze ☐ Battery Acid
·	□ Other	:	<u> </u>		
SC02B-02. Is there a designated vehicle and equipment maintenance area that is covered,					
bermed, enclosed, or sloped away from the MS4?					
SC02B-03. Are storm drains located directly					
within the vehicle and equipment maintenance area?					
SC02B-04. Is equipment regularly inspected and tested?					
SC02B-05. Are vehicles and equipment maintained in good condition to prevent or					
correct any leakage of oil or other fluids?					
SC02B-06. Are maintenance vehicles furnished with spill response materials?					
SC02B-07. Are employees trained in safe vehicle and equipment operations?					
SC02B-08 Are visual observations performed to detect leaking fluids from any vehicles or equipment?					
SC02B-09. Are drip pans used?					
SC02B-010 Are mechanical parts and equipment stored under cover and away from					
SC02B-11. Are obsolete or inoperable vehicles					
or equipment disposed of?					
SC02B-12. Are fluids and batteries removed from salvage vehicles and equipment and properly disposed of?					
Additional Comments:			l		

BMPs	N/A	Yes	Partial	No	Comments
SC03 - Aircraft, Ground Vehicle and Equi	pmen	t Fueli	ng □ No	t App	licable at this Facility/Operation
Identify significant materials used at the facility/operation, associated with vehicle and equipment fueling.	□ Fuel	ПС	Other		
SC03-02. Is there a designated fueling area that is covered, bermed, enclosed or sloped away from the MS4?					
SC03-03. Are storm drains located directly within fueling areas?					
SC03-04. Are major fueling operations monitored?					
SC03-05. Are fueling areas regularly inspected?					
SC03-06. Is secondary containment or cover used when transferring fuel from a tank truck to a fuel tank?					
SC03-07. Are absorbent booms, spill kits or vacuum equipment present in fueling areas or on fueling vehicles?					
SC03-08. Are leak, overfill protection and spill prevention devices used for tanks and piping?					
SC03-09. Are automatic shut-off mechanisms used for fuel tankers and hose connections?					
SC03-10. Are fuel tanks topped off?					
SC03-11. Is access to tanks restricted?					
SC03-12. Are tanks, piping and valves labeled, regularly inspected and kept in good condition? Additional Comments:					
BMPs	N/A	Yes	Partial	No	Comments
SC04 - Aircraft, Grnd Vehicle and Equipn	nent C	leanin	g 🗆 No	t Appl	icable at this Facility/Operation
Identify significant materials at the facility/operation associated with vehicle and equipment cleaning.		d Grease ants □ <i>F</i>	□ Solvent		leaning Solutions
SC04-02. Are vehicles, equipment and washing areas kept clean?					
SC04-03. Is there a designated wash area that captures or diverts all wash water to treatment plant or sanitary sewer or dead end sump with pump?					

SC04-04. Is wash water filtered and recycled where practical?					
SC04-05. Are dry washing and surface preparation techniques used where feasible?					
SC04-06. Are drippings, residue etc removed using vacuum methods?					
SC04-07. Are visual observations performed to detect discharges from cleaning activities?					
SC04-08. Are storm drains located within the wash area?					
BMPs	N/A	Yes	Parital	No	Comments
SC05 - Aircraft Deicing/Anti-Icing			□ Not	Applic	cable at this Facility/Operation
	□ Ethyle	ne Glyco			lycol □ Other:
facility/operation, associated with aircraft deicing/anti-icing. SC05-02. Is there a designated deicing/anti-icing area that is covered, bermed, enclosed or	□ Ethyle	ne Glyco			lycol Other:
facility/operation, associated with aircraft deicing/anti-icing. SC05-02. Is there a designated deicing/anti-icing area that is covered, bermed, enclosed or sloped away from the MS4? SC05-03. Are all fluids captured or diverted to a treatment plant, recycling system, sanitary	□ Ethyle	ne Glyco			lycol □ Other:
facility/operation, associated with aircraft deicing/anti-icing. SC05-02. Is there a designated deicing/anti-icing area that is covered, bermed, enclosed or sloped away from the MS4? SC05-03. Are all fluids captured or diverted to a treatment plant, recycling system, sanitary sewer or dead end sump with pump? SC05-04. Are deicing/anti-icing areas cleaned	□ Ethyle	ne Glyco			lycol
facility/operation, associated with aircraft deicing/anti-icing. SC05-02. Is there a designated deicing/anti-icing area that is covered, bermed, enclosed or sloped away from the MS4? SC05-03. Are all fluids captured or diverted to a treatment plant, recycling system, sanitary sewer or dead end sump with pump? SC05-04. Are deicing/anti-icing areas cleaned with wet-type sweepers and the fluids appropriately recycled or disposed of?	□ Ethyle	ne Glyco			lycol
facility/operation, associated with aircraft deicing/anti-icing. SC05-02. Is there a designated deicing/anti-icing area that is covered, bermed, enclosed or sloped away from the MS4? SC05-03. Are all fluids captured or diverted to a treatment plant, recycling system, sanitary sewer or dead end sump with pump? SC05-04. Are deicing/anti-icing areas cleaned with wet-type sweepers and the fluids	□ Ethyle	ne Glyco			lycol
facility/operation, associated with aircraft deicing/anti-icing. SC05-02. Is there a designated deicing/anti-icing area that is covered, bermed, enclosed or sloped away from the MS4? SC05-03. Are all fluids captured or diverted to a treatment plant, recycling system, sanitary sewer or dead end sump with pump? SC05-04. Are deicing/anti-icing areas cleaned with wet-type sweepers and the fluids appropriately recycled or disposed of?	□ Ethyle	ne Glyco			lycol
facility/operation, associated with aircraft deicing/anti-icing. SC05-02. Is there a designated deicing/anti-icing area that is covered, bermed, enclosed or sloped away from the MS4? SC05-03. Are all fluids captured or diverted to a treatment plant, recycling system, sanitary sewer or dead end sump with pump? SC05-04. Are deicing/anti-icing areas cleaned with wet-type sweepers and the fluids appropriately recycled or disposed of?	□ Ethyle	ne Glyco			lycol Other:
facility/operation, associated with aircraft deicing/anti-icing. SC05-02. Is there a designated deicing/anti-icing area that is covered, bermed, enclosed or sloped away from the MS4? SC05-03. Are all fluids captured or diverted to a treatment plant, recycling system, sanitary sewer or dead end sump with pump? SC05-04. Are deicing/anti-icing areas cleaned with wet-type sweepers and the fluids appropriately recycled or disposed of?	□ Ethyle	ne Glyco			lycol Other:

BMPs	N/A	Yes	Partial	No	Comments		
SC06 - Outdoor Loading/Unloading of Ma	terial	S	□ Not /	Applic	able at this Facility/Operation		
	□ Oil an	d Grease	□ Fuel	_ F	Pesticides/Herbicides/Fertilizers		
Identify significant materials loaded or unloaded at the facility/operation.	□ Solvents □ Cleaning Solutions □ Battery Acid						
· ·	□ Other:						
SC06-02. Are storm drains located directly within loading/unloading areas?							
SC06-03. Are loading/unloading areas graded, bermed, covered or otherwise protected to prevent contact with stormwater run-on and run-off?							
SC06-04. Is loading/unloading equipment regularly checked for leaks?							
SC06-05. Are loading and unloading areas free of spills and debris?							
SC06-06. Are drip pans or other containment measures used under hoses?							
SC06-07. Are spill kits or other measures available to contain spills and/or prevent tracking off-site?							
SC06-08. Are contractors/haulers aware of and do they adhere to BMP specifications?							
BMPs	N/A	Yes	Partial	No	Comments		
SC07 - Outdoor/Indoor Material Storage		□ Not	Applicab	le at t	this Facility/Operation		
Identify significant materials stored outdoors at the facility/operation.	□ Cleani □ Pestic □ Sedim □ Floata	ides/Hert ent □ Fire bles □ La	ons □ Lubrio picides/Fertili e Fighting Fo	cants [zers [] f cam [] D nical Wa	aint □ Deicing/Anti-Icing Fluids ☐ Anti freeze □ Battery Acid □ Fuel Metals □ Deicing/Anti-Icing Fluids umpster Wastes □ Landscape Wastes astes □ Potable Water System Chemicals		
Identify significant materials stored indoors and used outdoors at the facility/operation.	□ Cleani □ Pestic □ Sedim □ Floata	ides/Herk ent □ Fire bles □ La	ons □ Lubric picides/Fertili e Fighting Fo	cants 🗆 zers 🗆 l zers 🗆 l am 🗆 D nical Wa	aint □ Deicing/Anti-Icing Fluids Anti freeze □ Battery Acid □ Fuel Metals □ Deicing/Anti-Icing Fluids umpster Wastes □ Landscape Wastes astes □ Potable Water System Chemicals		

SC07-03. Does the facility/operation have a County hazardous materials permit for hazardous materials storage, and is it on display?					
SC07-04. Are storm drains located directly within outdoor material storage areas?					
SC07-05. Do outdoor material storage areas have areas with overhead cover and secondary containment?					
SC07-06. Are outdoor material storage areas prevented from contacting stormwater run-on and run-off (e.g. by the use of berms)?					
SC07-07. Are regular inspections performed on tanks or containers to check for corrosion, structural failure, loose fittings, poor welds, leaks etc?					
Additional Comments:					
242					
BMPs	N/A	Yes	Partial	No	Comments
BMPs SC08 - Waste Handling and Disposal	N/A	Yes			Comments ble at this Facility/Operation
-	1000	Oil and G Solvents	□ Not Ap	pplica	ble at this Facility/Operation oricants
SC08 - Waste Handling and Disposal Identify wastes stored, handled, disposed of or	1000	Oil and G Solvents	□ Not Ap	pplica	ble at this Facility/Operation oricants I □ O □ Anti freeze Solutions I □ O □ Trash
SC08 - Waste Handling and Disposal Identify wastes stored, handled, disposed of or recycled at the facility/operation. SC08-02. Is there a designated	1000	Oil and G Solvents	□ Not Ap	pplica	ble at this Facility/Operation oricants I □ O □ Anti freeze Solutions I □ O □ Trash
SC08 - Waste Handling and Disposal Identify wastes stored, handled, disposed of or recycled at the facility/operation. SC08-02. Is there a designated waste/recycling area with restricted access? SC08-03. Are storm drains located directly in	1000	Oil and G Solvents	□ Not Ap	pplica	ble at this Facility/Operation oricants I □ O □ Anti freeze Solutions I □ O □ Trash
SC08 - Waste Handling and Disposal Identify wastes stored, handled, disposed of or recycled at the facility/operation. SC08-02. Is there a designated waste/recycling area with restricted access? SC08-03. Are storm drains located directly in waste/recycling areas?	1000	Oil and G Solvents	□ Not Ap	pplica	ble at this Facility/Operation oricants I □ O □ Anti freeze Solutions I □ O □ Trash
SC08 - Waste Handling and Disposal Identify wastes stored, handled, disposed of or recycled at the facility/operation. SC08-02. Is there a designated waste/recycling area with restricted access? SC08-03. Are storm drains located directly in waste/recycling areas? SC08-04. Does the facility/operation recycle? SC08-05. Is timely service and removal provided to prevent waste containers and	1000	Oil and G Solvents	□ Not Ap	pplica	ble at this Facility/Operation oricants I □ O □ Anti freeze Solutions I □ O □ Trash
SC08 - Waste Handling and Disposal Identify wastes stored, handled, disposed of or recycled at the facility/operation. SC08-02. Is there a designated waste/recycling area with restricted access? SC08-03. Are storm drains located directly in waste/recycling areas? SC08-04. Does the facility/operation recycle? SC08-05. Is timely service and removal provided to prevent waste containers and sanitary facilities from overflowing? SC08-06. Are wastes and recycling materials appropriately stored in containers, segregated	1000	Oil and G Solvents	□ Not Ap	pplica	ble at this Facility/Operation oricants I □ O □ Anti freeze Solutions I □ O □ Trash
SC08 - Waste Handling and Disposal Identify wastes stored, handled, disposed of or recycled at the facility/operation. SC08-02. Is there a designated waste/recycling area with restricted access? SC08-03. Are storm drains located directly in waste/recycling areas? SC08-04. Does the facility/operation recycle? SC08-05. Is timely service and removal provided to prevent waste containers and sanitary facilities from overflowing? SC08-06. Are wastes and recycling materials appropriately stored in containers, segregated and labeled? SC08-07. If wastes are not contained, are they covered and prevented from contacting stormwater run-on and run-off (e.g. by the use	1000	Oil and G Solvents	□ Not Ap	pplica	ble at this Facility/Operation oricants I □ O □ Anti freeze Solutions I □ O □ Trash
SC08 - Waste Handling and Disposal Identify wastes stored, handled, disposed of or recycled at the facility/operation. SC08-02. Is there a designated waste/recycling area with restricted access? SC08-03. Are storm drains located directly in waste/recycling areas? SC08-04. Does the facility/operation recycle? SC08-05. Is timely service and removal provided to prevent waste containers and sanitary facilities from overflowing? SC08-06. Are wastes and recycling materials appropriately stored in containers, segregated and labeled? SC08-07. If wastes are not contained, are they covered and prevented from contacting stormwater run-on and run-off (e.g. by the use of berms)? SC08-08. Are waste containers inspected frequently for leaks, structural integrity and	1000	Oil and G Solvents	□ Not Ap	pplica	ble at this Facility/Operation oricants I □ O □ Anti freeze Solutions I □ O □ Trash

	T 1				
SC08-10. Are wastes characterized, where appropriate, and properly disposed of?					
SC08-11. Are employees trained to properly handle and dispose of wastes?					
SC08-12. Does facility/operation make efforts to reduce waste (use only amount needed, use solvents more than once, practice good inventory control, do not overbuy, purchase long-lasting products etc)?					
Additional Comments:					
BMPs	N/A	Yes	Partial	No	Comments
BIMPS	N/A	res	Partiai	NO	Comments
SC09 - Building and Grounds Maintenan	се		□ Not A	pplica	able at this Facility/Operation
Identify significant materials used in/produced by building and grounds maintenance.	□ Oil and		□ Pesticido		icides/Fertilizers □ Sediment
SC09-02. Have all areas of exposed soil been revegetated, landscaped or otherwise contain erosion or sediment controls?					
SC09-03. Are landscaped areas irrigated?					
SC09-04. Are integrated pest management methods used?					
Additional Comments:					
BMPs	N/A	Yes	Partial	No	Comments
SC10 - Employee Training			□ Not A	pplica	ble at this Facility/Operation
SC10-01. Is facility/operation SWPPP up to					
date, including completion of amendments					
date, including completion of amendments SC10-02. Have employees been trained on storm water issues, spill cleanup, hazardous materials management, right to know					

Additional Comments:					
BMPs	N/A	Yes	Partial	No	Comments
SC11 - Lavatory Service Operation			□ Not A	pplica	able at this Facility/Operation
Identify significant materials at the facility/operation associated with lavatory service operations.	□ Lavato □ Other:	ry Chem	icals □ Lav	vatory V	Vaste □ Lavatory Truck Wash Water
SC11-02. Are triturator facilities covered, and have low roll-over type berming?					
SC11-03. Are storm drains located near the triturator facility/operation?					
SC11-04. Are lavatory truck cleanouts/backflushing, and lavatory waste discharging to sanitary sewer connections performed ONLY at triturator facilities?					
SC11-05. Are drip pans used when draining the aircraft and drippage dumped into the bulk storage tank of the lavatory service equipment?					
SC11-06. Are hoses completely drained?					
SC11-07. Are all hoses, valves and equipment properly secured when transporting lavatory waste?					
SC11-08. Are hoses and fittings used for transferring lavatory waste regularly inspected and kept in good condition?					
SC11-09. Are absorbent booms, spill kits or other containment equipment present on lavatory service equipment and in the triturator facility/operation?					
SC11-10. Are surfactant/disinfectant mixing and transfers performed in the triturator area or under cover?					
Additional Comments:	•				

BMPs	N/A	Yes	Partial	No	Comments
SC12 - Outdoor Washdown/Sweeping,			□ Not Ap	oplica	ble at this Facility/Operation
SC12-01. Is wash water collected and discharged to the sanitary sewer system through a permitted connection?					
SC12-04. Are designated and approved discharge facilities used to dispose of apron/ramp cleaning waste?					
SC12-05. Are outdoor washdown areas bermed to minimize run-on to other areas?					
SC12-06. Are "dry" sweeping techniques used where feasible?					
SC12-07. Are sweepings disposed of in an appropriate manner?					
SC12-08. Are the roads swept on a regular basis?					
Additional Comments:					
BMPs	N/A	Yes	Partial	No	Comments
SC13 - Fire Fighting Foam Discharge			□ No	t App	licable at this Facility/Operation
Identify significant materials at the facility/operation associated with testing fire fighting equipment.	□ Aircraft	Fire Figl	nting Foam	□ Othe	er:
SC13-02. Are storm drains located near the fire fighting foam discharge/testing area?					
SC13-03 Is fire fighting equipment regularly tested?					

SC13-04. Is there a designated fire fighting foam testing area that captures or diverts all foam waste to treatment/recycling plant or sanitary sewer or dead end sump with pump or oil water seperator?					
SC13-05 If sump or oil water seperator is present, is it serviced regularly?					
SC13-06. Are fire fighting foam testing areas prevented from contacting stormwater run-on and run-off (e.g. by the use of berms)?					
Additional Comments:					
BMPs	N/A	Yes	Parial	No	Comments
DIWII 3	IN/A	163	i aiiai	140	Comments
SC14 - Potable Water System Flushing			□ Not A	pplica	able at this Facility/Operation
Identify significant materials used at the facility/operation, associated with aircraft potable water system flushing and water truck cleaning/flushing.	□ Purine	_ C	Chlorine Blea	ch	□ Other:
SC14-02. Are storm drains located near the aircraft potable water system or water truck cleaning/flushing areas?					
SC14-03. Is there a designated cleaning/flushing area that captures or diverts all wastewater to treatment/recycling plant or sanitary sewer or dead end sump with pump?					
cleaning/flushing area that captures or diverts all wastewater to treatment/recycling plant or					
cleaning/flushing area that captures or diverts all wastewater to treatment/recycling plant or sanitary sewer or dead end sump with pump? SC14-05. Are cleaning/flushing areas prevented from contacting stormwater run-on					

BMPs	N/A	Yes	Partial	No	Comments
SC15 - Runway Rubber Removal			□ Not Ap	oplical	ble at this Facility/Operation
Identify significant materials generated by runway rubber removal activities.	□ Rubber	Particle	s 🗆 Dirt	Particle	s □ Other:
SC15-02. Is the waste water produced from runway rubber removal activities prevented from entering the storm drainage system by immediately collecting and properly disposing of it?					
SC15-03. Are runways and adjacent paved areas swept, either manually or using mechanical sweepers, following runway rubber removal activities?					
SC15-04. Are storm drain culverts or runway drainage areas inspected following runway rubber removal activities?					
Additional Comments:		•			
BMPs	N/A	Yes	Partial	No	Comments
SC16 - Parking Lots	□ Not	: Appli	cable at t	his Fa	acility/Operation
SC16-01A. Are parking lots regularly swept using "dry" sweeping methods?					
SC16-01B. Are parking lots posted with "No Littering" signs and have regularly emptied trash receptacles??					
SC16-02. Are oily spots cleaned with absorbent materials?					
SC16-04. Are repairs performed during dry weather?					
SC16-05. Are hot bituminous materials preheated, transferred or loaded away from storm drain inlets?					
SC16-07. Are drip pans used under paving equipment?					
SC16-08. Are absorbent materials, debris, and drips properly disposed of?					

SC16-09. Do rooftops drain onto paved surfaces?					
Additional Comments:					
	1				
BMPs	N/A	Yes	Partial	No	Comments
SC17 - Drainage System Maintenance	1	[□ Not App	olicab	e at this Facility/Operation
SC17-01 Are storm drains stenciled with "No Dumping" messages?					
SC17-02. Does facility/operation conduct routine self-inspection of the storm water conveyance system?					
SC17-03. Are storm drains, inlets and catch basins routinely inspected, cleaned and maintained?					
SC17-04. Is debris from cleaning activities disposed of properly?					
SC17-05. Are records kept for all inspections, cleaning and maintenance?					
BMPs	N/A	Yes	Partial	No	Comments
SC18 - Housekeeping			□ Not A	pplica	able at this Facility/Operation
SC18 - Housekeeping SC18-01. Does facility/operation conduct routine self-inspection of BMPs?			□ Not A	pplica	able at this Facility/Operation
SC18-01. Does facility/operation conduct			□ Not A	pplica	able at this Facility/Operation
SC18-01. Does facility/operation conduct routine self-inspection of BMPs? SC18-04. Is facility/operation clean and			□ Not A	pplica	able at this Facility/Operation
SC18-01. Does facility/operation conduct routine self-inspection of BMPs? SC18-04. Is facility/operation clean and orderly? SC18-05. Are trash receptacles placed in			□ Not A	pplica	able at this Facility/Operation
SC18-01. Does facility/operation conduct routine self-inspection of BMPs? SC18-04. Is facility/operation clean and orderly? SC18-05. Are trash receptacles placed in appropriate locations? SC18-06. Is facility/operation swept at least			□ Not A	pplica	able at this Facility/Operation
SC18-01. Does facility/operation conduct routine self-inspection of BMPs? SC18-04. Is facility/operation clean and orderly? SC18-05. Are trash receptacles placed in appropriate locations? SC18-06. Is facility/operation swept at least once per week? SC18-07. Are sweepings and sediment			□ Not A	pplica	able at this Facility/Operation
SC18-01. Does facility/operation conduct routine self-inspection of BMPs? SC18-04. Is facility/operation clean and orderly? SC18-05. Are trash receptacles placed in appropriate locations? SC18-06. Is facility/operation swept at least once per week? SC18-07. Are sweepings and sediment disposed of properly? SC18-09. Are potentially significant materials stored in appropriate containers, properly			□ Not A	applica	able at this Facility/Operation

SC18-14. Are Material Safety Data Sheets (MSDSs) readily available for all significant materials?					
Additional Comments:					
BMPs	N/A	Yes	Partial	No	Comments
SC19 - Safer/Alternative Products	1		□ Not Ap	plical	ole at this Facility/Operation
SC19-01. Does this facility/operation use "Regionally Accepted" products identified as non-toxic, less toxic or biodegradable?					
BMPs	N/A	Yes	Partial	No	Comments
SR01 - Spill Prevention, Control and Clea	n up		□ Not A	oplica	ble at this Facility/Operation
SR01-01. Does facility/operation have current Spill Prevention, Control, and Countermeasure (SPCC) Plan?					
SR01-02. Does facility/operation have adequate spill kits in appropriate locations?					
SR01-03. What types of materials are used for spill control/clean up?					
SR01-04. Are these used materials properly disposed of?					
SR01-05. Are leak and spill prevention devices used?					
SR01-06. Does facility/operation use only dry cleaning methods?					
SR01-07. If wet-washing techniques are used, is wash water captured by vacuum, and properly disposed of, or diverted to treatment plant or sewer system or dead end sump with pump?					
Additional Comments:					
		1			
BMPs	N/A	Yes	Partial	No	Comments
TC 01 - Structural Treatment Control E					e at this Facility/Operation
Identify each structural treatment control BMP of	currently	y imple	mented at	this fa	acility/operation.

TC-21 TC-32 TC-50 Vegetated Swale TC-30 Media Filter TC-40 TC-60 Other TC01-01. If used, are structural / treatment control BMPs regularly inspected, cleaned and naintained? TC01-02. Are records kept for all inspections and maintenance of structural / treatment control BMPs? TC01-03. Is an annual inventory of all reatment control BMPs conducted?	et
TC-20 Constructed Wetland TC-21 Vegetated Swale TC-30 TC-40 TC-40 TC-50 Multiple Systems TC-60 Other TC01-01. If used, are structural / treatment control BMPs regularly inspected, cleaned and maintained? TC01-02. Are records kept for all inspections and maintenance of structural / treatment control BMPs? TC01-03. Is an annual inventory of all reatment control BMPs conducted?	
TC-21 TC-32 TC-50 Vegetated Swale TC-30 Media Filter TC-40 TC-60 Other TC01-01. If used, are structural / treatment control BMPs regularly inspected, cleaned and maintained? TC01-02. Are records kept for all inspections and maintenance of structural / treatment control BMPs? TC01-03. Is an annual inventory of all reatment control BMPs conducted?	
TC-30 TC-40 TC-60 Other TC01-01. If used, are structural / treatment control BMPs regularly inspected, cleaned and maintained? TC01-02. Are records kept for all inspections and maintenance of structural / treatment control BMPs? TC01-03. Is an annual inventory of all treatment control BMPs conducted?	
Other TC01-01. If used, are structural / treatment control BMPs regularly inspected, cleaned and maintained? TC01-02. Are records kept for all inspections and maintenance of structural / treatment control BMPs? TC01-03. Is an annual inventory of all treatment control BMPs conducted?	
control BMPs regularly inspected, cleaned and maintained? TC01-02. Are records kept for all inspections and maintenance of structural / treatment control BMPs? TC01-03. Is an annual inventory of all creatment control BMPs conducted?	
TC01-02. Are records kept for all inspections and maintenance of structural / treatment control BMPs? TC01-03. Is an annual inventory of all treatment control BMPs conducted? Additional Comments:	
treatment control BMPs conducted?	
Additional Comments:	