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ADAM GARDINER  
RECORDER, SALT LAKE COUNTY, UTAH  
DRAPER CITY RECORDERS OFFICE  
1020 E PIONEER RD  
DRAPER UT 84020  
BY: SSP, DEPUTY - MA 32 P.

**When recorded, mail to:**

Draper City Recorder  
1020 East Pioneer Road  
Draper City, Utah 84081

Affects Parcel No(s): 2726427027, 2726427028

**STORMWATER POLLUTION PREVENTION MAINTENANCE AGREEMENT**

This Stormwater Pollution Prevention Maintenance Agreement ("Agreement") is made and entered into this 13<sup>th</sup> day of April, 2018, by and between Draper City, a Utah municipal corporation ("City"), and Rustin J. Tolbert a President of Hallmark Homes ("Owner").

**RECITALS**

WHEREAS, the City is authorized and required to regulate and control the disposition of storm and surface waters, as set forth in the Draper City Municipal Code Chapter 16-2, as amended ("Ordinance"), adopted pursuant to the Utah Water Quality Act, as set forth in *Utah Code Ann. §§ 19-5-101, et seq.*, as amended ("Act"); and

WHEREAS, the Owner hereby represents and acknowledges that it is the owner in fee simple of certain real property more particularly described in Exhibit "A," attached hereto and incorporated herein by this reference ("Property"); and

WHEREAS, the Owner desires to build or develop the Property and/or to conduct certain regulated construction activities on the Property which will alter existing storm and surface water conditions on the Property and/or adjacent lands; or

WHEREAS, the Owner's existing property was completed after January 1, 2003; disturbed an area greater than or equal to one acre, or disturbed less than one acre and is part of a larger common plan of development or sale; and is served by a private on-site stormwater management facility; and

WHEREAS, in order to accommodate and regulate storm and surface water flow conditions, the Owner is required by federal, state, and local law to build and maintain at Owner's expense a storm and surface water management facility or improvements ("Stormwater Facilities"); and

WHEREAS, the Stormwater Facilities are more particularly described and shown in the final site plan or subdivision approved for the Property and related engineering drawings, and any amendments thereto, which plans and drawings are on file with the City and are hereby incorporated herein by this reference ("Development Plan"); and

WHEREAS, the summary description of all Stormwater Facilities, details and all appurtenance draining to and affecting the Stormwater Facilities and establishing the standard operation and routine maintenance procedures for the Stormwater Facilities, and control measures installed on the Property, ("Stormwater Maintenance and Preservation Plan") is more particularly shown in Exhibit "B" on file with the County Recorder's Office; and

WHEREAS, a condition of Development Plan approval, and as required as part of the City's Small MS4 UPDES General Permit from the State of Utah, Owner is required to enter into this Agreement establishing a means of documenting the execution of the Stormwater Maintenance and Preservation Plan; and

NOW, THEREFORE, in consideration of the benefits received and to be received by the Owner, its successors and assigns, as a result of the City's approval of the Stormwater Maintenance and Preservation Plan, and the mutual covenants contained herein, the parties agree as follows:

#### **Section 1**

Construction of Stormwater Facilities. The Owner shall, at its sole cost and expense, construct the Stormwater Facilities in accordance with the Development Plans and specifications, and any amendments thereto which have been approved by the City.

#### **Section 2**

Maintenance of Stormwater Facilities. The Owner shall, at its sole cost and expense, adequately maintain the Stormwater Facilities. Owner's maintenance obligations shall include all systems and appurtenances built to convey stormwater, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance, for purposes of this Agreement, is defined as good working condition so that the Stormwater Facilities are performing their design functions. The Owner shall, at its sole cost and expense, perform all work necessary to keep the Stormwater Facilities in good working condition.

#### **Section 3**

Annual Maintenance Report of Stormwater Facilities. The Owner shall, at its sole cost and expense, inspect the Stormwater Facilities and submit an inspection report and certification to the City. The purpose of the inspection and certification is to assure safe

and proper functioning of the Stormwater Facilities. The annual inspection shall cover all aspects of the Stormwater Facilities, including, but not limited to, the parking lots, structural improvements, berms, channels, outlet structure, pond areas, access roads, vegetation, landscaping, etc. Deficiencies shall be noted in the inspection report. The report shall also contain a certification by the Owner, or the Owner's officers, employees, agents, and representatives as to whether adequate maintenance has been performed and whether the structural controls are operating as designed to protect water quality. The annual inspection report and certification shall be due by July 31st of each year and shall be on forms acceptable to the City.

#### **Section 4**

City Oversight Inspection Authority. The Owner hereby grants permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the Stormwater Facilities upon reasonable notice to the Owner of at least three business days. Such inspections shall be conducted in a reasonable manner and at reasonable times, as determined appropriate by the City. The purpose of the inspection shall be to determine and ensure that the Stormwater Facilities are being adequately maintained, are continuing to perform in an adequate manner, and are in compliance with the Act, the Ordinance, and the Stormwater Facilities Maintenance Plan.

#### **Section 5**

Notice of Deficiencies. If the City finds that the Stormwater Facilities contain any defects or are not being maintained adequately, the City shall send Owner written notice of the defects or deficiencies and provide Owner with a reasonable time, but not less than sixty (60) days, to cure such defects or deficiencies. Such notice shall be confirmed delivery to the Owner or sent certified mail to the Owner at the address listed with the County Tax Assessor.

#### **Section 6**

Owner to Make Repairs. The Owner shall, at its sole cost and expense, make such repairs, inspections, changes or modifications to the Stormwater Facilities as may be determined as reasonably necessary by the City within the required cure period to ensure that the Stormwater Facilities are adequately maintained and continue to operate as designed and approved.

#### **Section 7**

City's Corrective Action Authority. In the event the Owner fails to adequately maintain the Stormwater Facilities in good working condition acceptable to the City, the City may correct a violation of the design standards or maintenance needs by performing all necessary work to place the facility in proper working condition. Prior to commencing work the City shall have complied with Section 5 and given Owner a second notice to cure or correct within 15 days served according to the delivery methods described in Section 5

It is expressly understood and agreed that the City is under no obligation to maintain or repair the Stormwater Facilities, and in no event shall this Agreement be construed to impose any such obligation on the City. The actions described in this Section are in

addition to and not in lieu of any and all equitable remedies available to the City as provided by law for Owner's failure to remedy deficiencies or any other failure to perform under the terms and conditions of this Agreement.

#### **Section 8**

**Reimbursement of Costs.** In the event the City, pursuant to this Agreement, incurs any costs, or expends any funds resulting from enforcement or cost for labor, inspections, use of equipment, supplies, materials, and the like related to storm drain disconnection from the City system, the Owner shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City. Owner shall also be liable for any collection costs, including attorneys' fees and court costs, incurred by the City in collection of delinquent payments.

#### **Section 9**

**Successor and Assigns.** This Agreement shall be recorded in the County Recorder's Office and the covenants and agreements contained herein shall run with the land and whenever the Property shall be held, sold, conveyed or otherwise transferred, it shall be subject to the covenants, stipulations, agreements and provisions of this Agreement which shall apply to, bind and be obligatory upon the Owner hereto, its successors and assigns, and shall bind all present and subsequent owners of the Property described herein.

#### **Section 10**

**Severability Clause.** The provisions of this Agreement shall be severable and if any phrase, clause, sentence or provision is declared unconstitutional, or the applicability thereof to the Owner, its successors and assigns, is held invalid, the remainder of this Covenant shall not be affected thereby.

#### **Section 11**

**Utah Law and Venue.** This Agreement shall be interpreted under the laws of the State of Utah. Any and all suits for any claims or for any and every breach or dispute arising out of this Agreement shall be maintained in the appropriate court of competent jurisdiction in Salt Lake County, Utah.

#### **Section 12**

**Indemnification.** This Agreement imposes no liability of any kind whatsoever on the City. The Owner hereby agrees to indemnify and hold the City and its officers, employees, agents and representatives from and against all actions, claims, lawsuits, proceedings, liability, damages, accidents, casualties, losses, claims, and expenses (including attorneys' fees and court costs) that directly result from the performance of this agreement, but only to the extent the same are caused by any negligent or wrongful act or omissions of the Owner, or the Owner's officers, employees, agents, and representatives.

### **Section 13**

Amendments. This Agreement shall not be modified except by written instrument executed by the City and the Owner of the Property at the time of modification, and no modification shall be effective until recorded in the County Recorder's Office.

### **Section 14**

Subordination Requirement. If there is a lien, trust deed or other property interest recorded against the Property, the trustee, lien holder, etc., shall be required to execute a subordination agreement or other acceptable recorded document agreeing to subordinate their interest to the Agreement.

### **Section 15**

Exhibit B. Stormwater Maintenance and Preservation Plan (SWMP) must adapt to change in good judgment when site conditions and operations change and when existing programs are ineffective. Exhibit B shall be filed with this agreement at the County Recorder's Office.

STORMWATER FACILITIES MAINTENANCE AGREEMENT

SO AGREED this 13 day of April 20 18.

PROPERTY OWNER

By: Rustin J Tolbert Title: President  
By: Rustin J Tolbert Title: \_\_\_\_\_

STATE OF UTAH )

:ss.

COUNTY OF SALT LAKE )

The above instrument was acknowledged before me by Rustin J. Tolbert, this 13th day of April, 20 18.

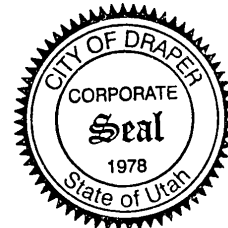
Stacy Malone  
Notary Public  
Residing in: South Jordan, UT  
My commission expires: 9/16/2021



DRAPER CITY

By: [Signature] Date: 5-14-18  
Mayor City Manager

Attest: [Signature]  
City Recorder



STATE OF UTAH )

:ss.

COUNTY OF SALT LAKE )

The above instrument was acknowledged before me by David Dobbins, this 14 day of May, 20 18.

Kellie Challburg  
Notary Public  
Residing in: Salt Lake County  
My commission expires: Jan. 7, 2019



itswmp

**Attachments:**

**Exhibit A: Plat and Legal Description**

**Exhibit B: Stormwater Maintenance and Preservation Plan**

## EXHIBIT A

Parcel #s 27:26:427:027 and 27:26:427:028

A portion of the SE1/4 of Section 26, Township 3 South, Range 1 West, Salt Lake Base & Meridian, Draper, Utah, more particularly described as follows:

Beginning at a point on the westerly line of 700 West Street on the southerly line of RIVER PARK ESTATES Subdivision, according to the Official Plat thereof on file in the Office of the Salt Lake County Recorder, said point is located S0°05'11"E along the Section line 667.71 feet and S89°41'14"W 36.00 feet from the East ¼ Corner of Section 26, T3S, R1W, S.L.B. & M.; thence S0°05'11"E parallel with, and 36.00 feet westerly of the Section line 323.99 feet to the northerly right-of-way line of State Route 71 (12300 South); thence along said right-of-way the following 4 (four) courses and distances: Southwesterly along the arc of an 8,059.00 foot radius non-tangent curve (radius bears: S2°00'00"E) 291.12 feet through a central angle of 2°04'11" (chord: S86°57'55"W 291.11 feet); thence S4°04'10"E 6.00 feet; thence Southwesterly along the arc of an 8,053.00 foot radius non-tangent curve (radius bears: S4°04'10"E) 23.42 feet through a central angle of 0°10'00" (chord: S85°50'50"W 23.42 feet) to a point of reverse curvature; thence along the arc of a 7,947.00 foot radius curve to the right 31.94 feet through a central angle of 0°13'49" (chord: S85°52'44"W 31.94 feet); thence N0°05'11"W 347.50 feet to the south line of said RIVER PARK ESTATES Subdivision; thence N89°41'14"E along said Plat 345.53 feet to the point of beginning.

Contains: 2.64+/- acres



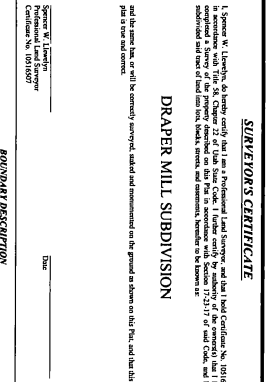
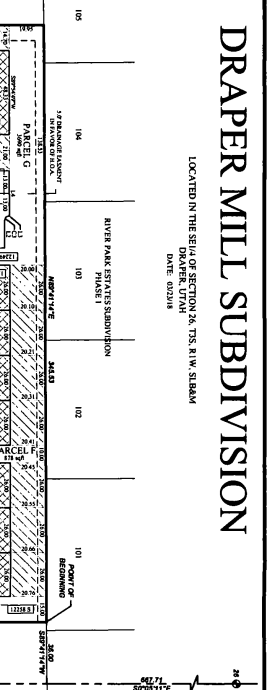
## EXHIBIT B

### Long-Term Stormwater Management Plan

for:

Draper Mill Subdivision  
700 West 12300 South  
Draper, Utah 84020

LOCATED IN THE SE 1/4 OF SECTION 26, T5S, R1W, SLBAM  
DRAVER, UTAH  
DATE: 03/2/18

[illegible][illegible]

DRAPER MILL SUBDIVISION  
LOCATED IN THE SE 1/4 OF SECTION 26, T2S, R4W, SLB46M  
DRAPER, UTAH

RECORDED #

STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE  
REQUIRE OF \_\_\_\_\_  
DATE \_\_\_\_\_ TIME \_\_\_\_\_ A.M. / P.M. \_\_\_\_\_  
FEE \_\_\_\_\_

SALT LAKE COUNTY RECORDER

## **PURPOSE AND RESPONSIBILITY**

As required by the Clean Water Act and resultant local regulations, including Draper Municipal Separate Storm Sewer Systems (MS4) Permit, those who develop land are required to build and maintain systems to minimize litter and contaminants in stormwater runoff that pollute waters of the State.

This Long-Term Stormwater Management Plan (LTSWMP) describes the systems, operations and the minimum standard operating procedures (SOPs) necessary to manage pollutants originating from or generated on this property. Any activities or site operations at this property that contaminate water entering the City's stormwater system and generate loose litter must be prohibited, unless SOPs are written to manage those activities or operations, and amended into this LTSWMP.

The Jordan River is impaired and has a TMDL for bioassessment, selenium, temperature, and total dissolved solids. The LTSWMP is aimed at addressing these impairments in addition to all other pollutants that can be generated by this property.

## **CONTENTS**

SECTION 1: SITE DESCRIPTION, USE AND IMPACT  
SECTION 2: TRAINING  
SECTION 3: RECORDKEEPING  
SECTION 4: APPENDICES

## **SECTION 1: SITE DESCRIPTION, USE AND IMPACT**

The site infrastructure and operations described in this Section are limited at controlling and containing pollutants and if managed improperly can contaminate the environment. The LTSWMP includes standard operations procedures (SOP)s that are intended to compensate for the limitations of the site infrastructure. The property manager must use good judgment and conduct operations appropriately, doing as much as possible indoors and responsibly managing operations that must be performed outdoors.

### **Impervious Areas**

The site's impervious areas include asphalt roads and concrete curb. Storm water—and any sediment, debris, fluids, or other waste—will flow along the streets before being collected by storm drain catch basins. The Impervious Area SOP is written to manage potential pollutants from the roadway.

### **Storm Drain System**

The storm drain system consists of an asphalt road that directs stormwater runoff towards storm drain catch basins. Storm water will then be detained in a pond before discharging to the existing storm drain system. If the system is not properly cleaned and maintained, sediment and debris could make its way to the existing storm drain system in 12300 South and eventually the Jordan River. The Stormwater System and Maintenance Operations SOP is used to manage the pollutants associated with this operation.

### **Landscaping**

Landscaping will primarily consist of sod, planting beds, and native grasses and plants. The grass areas will help to contain and clean storm water runoff before it infiltrates into the ground. In order for the landscaping to work properly, these areas will require regular maintenance. This will involve mowing, pruning, and the removal of grass clippings, sticks, branches, dirt, and mulch. It will also require responsible and careful use of fertilizers, herbicides, pesticides, and other potential pollutants. The Landscape Maintenance SOP is written to control and manage this potential problem.

### **Waste Management**

Trash receptacles with lids will be used by each lot owner, and are intended to prevent precipitation exposure, minimizing liquids that could leak onto impervious and/or pervious areas. These receptacles will also minimize light weight trash being exposed to wind. Good waste management systems, if managed improperly, can end up as the source of the very pollution that they were intended to control. The Waste Management SOP is written to control and manage waste.

### **Snow and Ice Removal Management**

Salt is a necessary pollutant and is vital to ensure safe roadways for residents. However, it is important that the snow and ice removal operations be managed responsibly and properly to minimize unnecessary salt impact on water quality. The Snow Removal and Deicing Operations SOP is written to control and manage pollutants associated with this operation.

**Outdoor Functions; Yard Sale Events, Fund Raisers...**

Outdoor Functions will undoubtedly be a part of this community. It is important for homeowners and participants to prepare and conduct these activities responsibly. If these activities are not conducted in a responsible manner, it is possible that loose trash or liquid pollutants could potentially make their way into the storm drain system. The Outdoor Functions SOP is written to manage this potential problem.

## **SECTION 2: TRAINING**

Ensure that all employees and maintenance contractors know and understand the SOPs specifically written to manage and maintain the property. Maintenance contractors must use the stronger of their Company and the LTSWMP SOPs. File all training records in Appendix C.

## **SECTION 3: RECORDKEEPING**

Maintain records of operation and maintenance activities in accordance with SOPs and forms in Appendix C..

Mail a copy of the record to Draper City Stormwater Division annually.

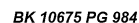
## **SECTION 4: APPENDICES**

Appendix A- Site Drawings and Details  
Appendix B- SOPs  
Appendix C- Recordkeeping Documents

## APPENDIX A – SITE DRAWINGS AND DETAILS



## APPENDIX B – SOPs



### **Impervious Areas**

#### **General:**

This SOP is not expected to cover all necessary procedure actions. Operators are allowed to adapt SOPs to unique site conditions in good judgment when it is necessary for safety, and the proper, and effective containment of pollutants. However, any changes of routine operations must be amended in this SOP.

### **Impervious Area Maintenance**

- **Operation or Maintenance Frequency:** As needed, but not less than annually.
- **Methods including but not limited to:** Inspections, observations, and spills.
- **Documentation including but not limited to:** Document maintenance using recordkeeping documents found in Appendix C.

### **Training**

1. HOA groundskeepers should attend training on Stormwater Pollution Prevention as part of workplace orientation and safety training.
2. Groundskeepers should read the procedures contained in this SOP and any related SOP's listed under *Related Procedures* at the end of the SOP

### **Materials**

1. Spill kit and equipment for a dry cleanup (socks, absorbent pads, kitty litter, broom, and dustpan).

### **Standard Operating Procedures**

1. Home owners are responsible for regularly cleaning leaves, trash, and other debris from roads and curb in front of their lots.
2. HOA is responsible to schedule and pay for a street sweeper annually.
3. HOA is responsible for using dry clean-up methods, and training home owners on the use of dry clean-up methods (e.g. absorbents) to clean up any automotive spills/leaks and dispose of properly. Do NOT hose down spills.

### **Effectiveness/Performance**

HOA to document the effectiveness/performance of the SOP relative to the site infrastructure, LID systems and structural devices at controlling and containing pollutants on the property.

### **Training Frequency**

1. Annually.
2. Service providers must have equal or better SOP's

### ***Storm Drain System***

#### **General:**

This SOP is not expected to cover all necessary procedure actions. Operators are allowed to adapt SOPs to unique site conditions in good judgment when it is necessary for safety, and the proper, and effective containment of pollutants. However, any changes of routine operations must be amended in this SOP.

### ***Storm Drain System Maintenance***

- **Operation or Maintenance Frequency:** As needed, but not less than annually
- **Methods including but not limited to:** Inspections, observations.
- **Documentation including but not limited to:** Document maintenance using recordkeeping documents found in Appendix C.

### ***Training***

1. HOA groundskeepers should attend training on Stormwater Pollution Prevention as part of workplace orientation and safety training.
2. Groundskeepers should read the procedures contained in this SOP and any related SOP's listed under *Related Procedures* at the end of the SOP

### ***Materials***

1. Spill kit and equipment for a dry cleanup (socks, absorbent pads, kitty litter, broom, and dustpan).
2. Typical landscape maintenance equipment including but not limited to rakes, shovels, saws, shop vacuum, etc...
3. Vactor truck and equipment for cleaning out catch basins and storm drain pipes.

### ***Standard Operating Procedures***

1. HOA groundskeepers are responsible for cleaning up debris from around catch basins and detention ponds.
2. HOA is responsible for scheduling and paying for annual storm drain pipe cleaning and maintenance.

### ***Effectiveness/Performance***

HOA to document the effectiveness/performance of the SOP relative to the site infrastructure, LID systems and structural devices at controlling and containing pollutants on the property.

### ***Training Frequency***

1. Annually.
2. Service providers must have equal or better SOP's

### **Landscape Maintenance Operations**

#### **General:**

This SOP is not expected to cover all necessary procedure actions. Operators are allowed to adapt SOPs to unique site conditions in good judgment when it is necessary for safety, and the proper, and effective containment of pollutants. However, any changes of routine operations must be amended in this SOP.

### **Landscape Maintenance**

- **Operation or Maintenance Frequency:** As needed, but not less than weekly.
- **Methods including but not limited to:** Inspections, observations.
- **Documentation including but not limited to:** Document maintenance using recordkeeping documents found in Appendix C.

### **Training**

1. HOA groundskeepers should attend training on Stormwater Pollution Prevention as part of workplace orientation and safety training.
2. Groundskeepers should read the procedures contained in this SOP and any related SOP's listed under *Related Procedures* at the end of the SOP.
3. HOA is responsible for training home owners on how to properly maintain their landscaped areas in a way that prevents the possible pollution of the storm water system, including but not limited to on lot retention areas, groundwater, regional facilities, etc...

### **Materials**

1. Typical landscape maintenance equipment including but not limited to: mowers, trimmers, blowers, rakes, shovels etc...
2. Fertilizers, herbicides, and pesticides.
3. Spill kit and equipment for a dry cleanup (socks, absorbent pads, kitty litter, broom, and dustpan).

### **Standard Operating Procedures**

1. Remove litter, debris, and trash from the landscaped and surrounding areas prior to mowing activities. Properly dispose of materials in a designated receptacle.
2. During blowing operations take care not to blow clippings, dirt, sand, or debris into catch basins or detention ponds.
3. After mowing activities collect all clippings/trimmings/waste and dispose of properly in a designated receptacle. Do not hose down outside areas

4. Five day weather forecast is checked to avoid fertilizing before heavy rain or during drought. Fertilizer applications are made during period of maximum plant uptake base on plant species.
5. HOA groundskeepers are responsible for applying fertilizers, herbicides, and pesticides per manufacturer's directions.
6. All bagged materials (i.e. fertilizer, ice melt, etc.) must be stored indoors whenever possible. If they must be stored outdoors, place them under cover.
7. Inspect all containers stored outdoors regularly.
8. Provide a spill kit near storage areas, and clean up any spills, leaks, or discharges promptly. Do NOT hose down spills, leaks, or discharges.

**Effectiveness/Performance**

HOA to document the effectiveness/performance of the SOP relative to the site infrastructure, LID systems and structural devices at controlling and containing pollutants on the property.

**Training Frequency**

1. Annually.
2. Service providers must have equal or better SOP's

### **Waste Management**

#### **General:**

This SOP is not expected to cover all necessary procedure actions. Operators are allowed to adapt SOPs to unique site conditions in good judgment when it is necessary for safety, and the proper, and effective containment of pollutants. However, any changes of routine operations must be amended in this SOP.

### **Waste Management**

- **Operation or Maintenance Frequency:** Weekly.
- **Methods including but not limited to:** Inspections, observations.
- **Documentation including but not limited to:** Document maintenance using recordkeeping documents found in Appendix C.

### **Training**

1. HOA groundskeepers should attend training on Stormwater Pollution Prevention as part of workplace orientation and safety training.
2. Groundskeepers should read the procedures contained in this SOP and any related SOP's listed under *Related Procedures* at the end of the SOP.
3. HOA is responsible for training home owners on the proper collection and disposal of waste.

### **Materials**

1. Trash and recycling receptacles with lids for each lot.

### **Standard Operating Procedures**

1. All waste & recycling receptacles must be leak-tight with tight-fitting lids or covers.
2. Keep lids on receptacles closed at all times unless adding or removing material.
3. Place waste & recycling receptacles indoors or under a roof or overhang when possible.
4. Prior to transporting waste, trash, or recycling ensure that containers are not leaking (double bag if needed).
5. Never place hazardous materials, liquids, or liquids containing wastes in trash or recycling receptacles.
6. Do not wash out trash or recycling receptacles outdoors.
7. HOA is responsible for scheduling and paying for trash removal services.

### **Effectiveness/Performance**

HOA to document the effectiveness/performance of the SOP relative to the site infrastructure, LID systems and structural devices at controlling and containing pollutants on the property.

**Training Frequency**

1. Annually.
2. Service providers must have equal or better SOP's



### ***Snow & Ice Removal Management***

#### **General:**

This SOP is not expected to cover all necessary procedure actions. Operators are allowed to adapt SOPs to unique site conditions in good judgment when it is necessary for safety, and the proper, and effective containment of pollutants. However, any changes of routine operations must be amended in this SOP.

### **Snow & Ice Removal Operations**

- **Operation or Maintenance Frequency:** As needed.
- **Methods including but not limited to:** Inspections, observations.
- **Documentation including but not limited to:** Document maintenance using recordkeeping documents found in Appendix C.

### **Training**

1. HOA groundskeepers should attend training on Stormwater Pollution Prevention as part of workplace orientation and safety training.
2. Groundskeepers should read the procedures contained in this SOP and any related SOP's listed under *Related Procedures* at the end of the SOP.
3. HOA is responsible for training home owners on the proper snow and ice removal procedures to minimize pollutants entering the storm water system.

### **Materials**

1. Snow and ice removal equipment including but not limited to: snow blowers, shovels, salt, etc...
2. Spill kit and equipment for a dry cleanup (socks, absorbent pads, kitty litter, broom, and dustpan).

### **Standard Operating Procedures**

1. As needed, the HOA is responsible for scheduling and paying for snow and ice removal services to ensure a safe transportation system within the development.
2. As needed, home owners are responsible for clearing snow and ice from driveways and walkways located within their lots.
3. Anyone operating snow and ice removal equipment shall do so according to manufacturer's recommended settings and standards.
4. Limit sand or salt applications to the minimum, and only in dangerous locations, to limit additional sediments from entering the drainage system.

**Effectiveness/Performance**

HOA to document the effectiveness/performance of the SOP relative to the site infrastructure, LID systems and structural devices at controlling and containing pollutants on the property.

**Training Frequency**

1. Annually.
2. Service providers must have equal or better SOP's

### ***Outdoor Functions***

#### **General:**

This SOP is not expected to cover all necessary procedure actions. Operators are allowed to adapt SOPs to unique site conditions in good judgment when it is necessary for safety, and the proper, and effective containment of pollutants. However, any changes of routine operations must be amended in this SOP.

### ***Outdoor Functions***

- **Operation or Maintenance Frequency:** As needed during and after events.
- **Methods including but not limited to:** Inspections, observations.
- **Documentation including but not limited to:** Document maintenance using recordkeeping documents found in Appendix C.

### ***Training***

1. HOA groundskeepers should attend training on Stormwater Pollution Prevention as part of workplace orientation and safety training.
2. Groundskeepers should read the procedures contained in this SOP and any related SOP's listed under *Related Procedures* at the end of the SOP.
3. HOA is responsible for training homeowners how to conduct outdoor functions and prevent pollutants from entering the drainage system.

### ***Materials***

1. Trash receptacles with lids.
2. Spill kit and equipment for a dry cleanup (socks, absorbent pads, kitty litter, broom, and dustpan).

### ***Standard Operating Procedures***

1. Provide an adequate number of receptacles to prevent litter.
2. Empty waste and recycling containers as needed to prevent overflow.
3. Waste and recycling receptacles should have a weather proof cover.
4. Do NOT dump any liquids or other materials outside
5. Have the proper equipment available clean up spills and be ready to clean up spills immediately.
6. Clean the event area using dry methods (sweeping, absorbents, etc.)
7. Home owners are responsible for the collection and disposal of trash generated at their event.
8. Pick up all litter and garbage and properly dispose.
9. Discard waste drinks down a kitchen drain.

**Effectiveness/Performance**

HOA to document the effectiveness/performance of the SOP relative to the site infrastructure, LID systems and structural devices at controlling and containing pollutants on the property.

**Training Frequency**

1. Annually.
2. Service providers must have equal or better SOP's

## APPENDIX C – PLAN RECORDKEEPING DOCUMENTS

Inspection Frequency Key: A=annual, Q=Quarterly, M=monthly, W=weekly,  
S=following appreciable storm event, U=Unique infrastructure specific (specify)

**MAINTENANCE LOG**

Date	Maintenance Performed/Spill Events. Perform Maintenance per SOPs	Observation Notes, including but not limited to, Inspection results, Observations, System Performance (effectiveness/inefficiencies), SOP Usefulness, Concerns, Necessary Changes...	Initials

Contact the Stormwater Division for an example of a maintenance/inspection log xxx-xxx-xxxx

Annual Summary of LTSWMP effectiveness, inefficiencies, problems, necessary changes etc.

\*You may create your own form that provides this same information or request a word copy of this document.

### Annual SOP Training Log per Section 2

SOP	Trainer	Employee Name / Maintenance Contractor Co	Date

\*You may create your own form that provides this same information or request a word copy of this document.