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## When recorded, mail to:

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

Affects Parcel No(s): 34-06-328-183-0000

## STORMWATER POLLUTION PREVENTION MAINTENANCE AGREEMENT

This Stormwater Pollution, P	Prevention Maint	ęnance Agreeme	ent ("Agreement") is
made and entered into this \\ \frac{\cappa_{\text{A}}}{\cappa_{\text{A}}}	day of <del></del> * <sub>2</sub>	temper	, 20 <u>\</u>
by and between Draper City, a Uta		ooration ("City"),	and
DRUE LOSSIM & DENJAMEN	<u></u>		·,
a wax himted Likhing	Compray		("Owner").
	' δ		
	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 onsite stormwater management facility; and

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Ent 12875272 BK 10725 PG 2816

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

Page 2 of 7

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 POLLUTION PREVENTION MAINTENANCE AGREEMENT SO AGREED this PROPERTY OWNER David S TOLLWA Title: STATE OF UTAH ) :ss. **COUNTY OF** The above instrument was acknowledged before me by $\frac{19 \times 10 \times 10}{10 \times 10}$ , this $\frac{19}{10 \times 10}$ day of $\frac{19}{10 \times 10}$ . HILLARY MARIE CRAIG MOTARY PUBLIC-STATE OF UTAH Notary Public UTAH COMMISSION# 696718 Residing in: \_ COMM. EXP. 08-25-2021 My commission expires: 9.25.202 DRAPER CITY CORPORATE Date: Seal 1978 Approved as to Form: ate of City Recorder City Attorney STATE OF UTAH :ss. **COUNTY OF** ) The above instrument was acknowledged before me by <u>David Dobbins</u>, this <u>25</u> day of October \_\_\_\_, 20<u>\_**18**</u>\_.

Page **6** of **7** 

Kellie Challling
Notary Public

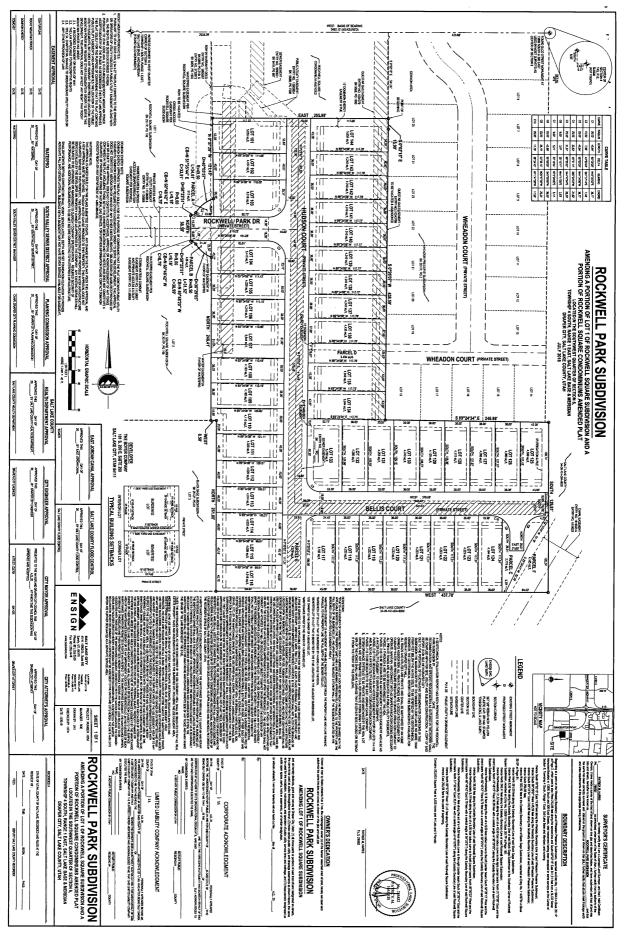
Residing in: Galt Lake County
My commission expires: Jan 7, 2019

BK 10725 PG 2821

KELLIE CHALLBURG Notary Public State of Utah My Commission Expires on: January 7, 2019 Comm. Number: 680202

## Attachments:

Exhibit A: Plat and Legal Description Exhibit B: Stormwater Maintenance and Preservation Plan



#### **Exhibit A**

#### **Rockwell Park Subdivision**

Beginning at a point on the Westerly Boundary Line of Wheadon Preserve Subdivision, recorded as Entry No. 11110043 in Book 2011P at Page 2, which point is also West 243.86 feet along the section line and South 00°02′15″ East 341.91 feet from a SLCO Street Monument located in 13800 South and 300 East Streets, said monument having been accepted in some surveys as the Center of Section 6, Township 4 South, Range 1 East, Salt Lake Base and Meridian; and running

thence South 00°02'15" East 15.90 feet along the Westerly Boundary Line of said Wheadon Preserve Subdivision;

thence South 00°26'07" West 438.59 feet along the Westerly Boundary Line of said Wheadon Preserve Subdivision;

thence South 89°24'34" East 246.98 feet along the Southerly Boundary Line of said Wheadon Preserve Subdivision;

thence South 260.05 feet;

thence West 502.00 feet to the Easterly Boundary Line of Black Sage Subdivision, recorded as Entry No. 11409734 in Book 2012P at Page 81;

thence North 261.00 feet along the Easterly Boundary Line of said Black Sage Subdivision; thence West 8.50 feet along the Easterly Boundary Line of said Black Sage Subdivision to the Southeast Corner of Rockwell Square Subdivision, recorded as Entry No. 12589117 in Book 2017P at Page 198;

thence North 246.41 feet along the Easterly Boundary Line of said Rockwell Square Subdivision; thence Northwesterly 31.52 feet along the arc of a 49.50 foot radius curve to the right (center bears North 21°57'08" East and the chord bears North 49°48'19" West 30.99 feet with a central angle of 36°29'05") along the Easterly Boundary Line of said Rockwell Square Subdivision;

thence Northwesterly 9.18 feet along the arc of a 9.00 foot radius curve to the left (center bears South 58°26'13" West and the chord bears North 60°46'42" West 8.79 feet with a central angle of 58°25'51") along the Easterly Boundary Line of said Rockwell Square Subdivision;

thence North 38.58 feet along the Easterly Boundary Line of said Rockwell Square Subdivision; thence Northeasterly 9.18 feet along the arc of a 9.00 foot radius curve to the left (center bears North 00°00'23" West and the chord bears North 60°46'42" East 8.79 feet with a central angle of 58°25'51") along the Easterly Boundary Line of said Rockwell Square Subdivision;

thence Northeasterly 34.61 feet along the arc of a 49.50 foot radius curve to the right (center bears South 58°26'14" East and the chord bears North 51°35'44" East 33.91 feet with a central angle of 40°03'57") along the Easterly Boundary Line of said Rockwell Square Subdivision;

thence North 00°57'29" West 121.45 feet along the Easterly Boundary Line of said Rockwell Square Subdivision;

thence East 265.98 feet to the point of beginning.

Contains 253,853 Square Feet or 5.828 Acres and 44 Lots and 5 Parcels

# Stormwater Management Plan

for:

Rockwell Park Subdivision 248 East Rockwell Park Drive Draper City, UT

SWMP 2018-06-04

## **CONTENTS**

SECTION 1: PURPOSE AND RESPONSIBLITY

SECTION 2: POLLUTANT SOURCES AND POLLUTANTS ASSOCIATED WITH THE SOURCES SECTION 3: DESCRIPTION OF SITE SYSTEMS, OPERATIONS AND POLLUTION CONTROLS

**SECTION 4: TRAINING** 

SECTION 5: RECORDKEEPING SECTION 6 APPENDICES

## **SECTION 1: PURPOSE AND RESPONSIBILTY**

As required by the Clean Water Act and resultant local regulations, including Jordan Valley Municipalities (MS4) permit, those who develop land are required to build and maintain systems that will prevent contaminated water from reaching waters of the state.

This Stormwater Management Plan (SWMP) is necessary to prevent contaminated stormwater and non-stormwater, from draining to the City's storm drain system, which is connected to the state water system. This SWMP identifies the minimum standard operating procedures (SOPs) necessary to accomplish this purpose. Any other activities and site operations not identified in this SWMP that contaminates water entering the City's storm drain system must be prohibited, unless SOPs are written to manage those activities or operations, and this SWMP is amended to include those SOPs.

# **SECTION 2: POLLUTANTS AND SOURCES**

Pollutant Sources	Sediment	Nutrients	Heavy Metals	pH (acids and bases)	Pesticides & Herbicides	Oil & Grease	Bacteria & Viruses	Trash, Debris, Solids	Other pollutant	Notes
Parking and Pavement Areas										
Landscaping Maintenance										
Waste Management										
Storm Water Conveyance Systems										
Spill Response										

# SECTION 3: DESCRIPTION OF SITE SYSTEMS, AND OPERATIONS AND THEIR CONTRIBUTION OR PREVENTION OF POLLUTANTS

The following operations and site systems are exposed and the associated pollutants can enter the storm drain system or blow off the site. The following site design and SOPs together will prevent these pollutants from leaving this site. All other site operations are performed inside only where the waste material is disposed in accordance to the regulated receiving facilities. The SOPs for the exposed operations are filed in Appendix B.

## **Private Parking and Road Maintenance**

The roads on this site drain to the storm drain inlets. These roads primarily have type "F" curb and gutters. These are very efficient at collecting water and unfortunately, other debris as well, such as dirt and leaves. This necessitates sweeping programs to remove these pollutants before they can enter into the stormwater system. Since the roads on this site are private, it is the responsibility of the HOA for all maintenance and sweeping programs in the roadway and any private parking areas. The SOP for Private Parking and Road Maintenance is included in Appendix B.

## **Landscape Maintenance**

This property has grass and shrubbery which will require regular maintenance. All areas will require regular maintenance. This involves mowing, sweeping, pruning, and the use of fertilizers, and pesticides. The resulting debris and waste from these maintenance activities will be carried into the stormwater system if not picked up during regular maintenance. The SOP for Landscape Maintenance is included in Appendix B.

## **Waste Management**

It will be the responsibility of the HOA as well as each resident to ensure all waste is disposed of properly. Inspecting, maintaining, and ensuring proper use of garbage containers will be the responsibility the HOA as well as each resident. The Waste Management SOP designed to minimize this problem is included in Appendix B.

## **Storm Water Storage and Conveyance Systems**

This sites stormwater system consists of mostly curb and gutter and underground piping. All stormwater is to the underground piping before being ultimately discharged into the connected existing Draper City storm drain system at a controlled. Additionally, throughout the site there are various storm drain inlet boxes located in the landscaping areas. These are designed to collect storm runoff from landscape areas to prevent flooding of any structural buildings on site. These inlet boxes must be protected and care should be taken to prevent dumping of any kind. These inlets are for storm drain runoff only and should not be used as a dumping area under any circumstances. It is important that the Storm Water Conveyance System is maintained properly to ensure the desired performance.

The HOA is responsible for the maintenance of the Storm Water Conveyance System on site. The HOA must insure all inlet boxes are cleared of all debris and obstructions that

SWMP 2018-06-04

may prevent storm water flow. For the storm water system to operate properly all parts of the system must be clear to operate freely. Therefore, the entire storm water system will require regular routine maintenance to be effective. The Storm Water Storage and Conveyance Systems SOP is included in Appendix B.

## **Spill Response**

All properties are prone to accidents and spills and these pollutants can get washed to the storm drain system. It is vital that these spills are properly cleaned and disposed of. The Spill Response SOP is written to explain how spills must be cleaned up. This is included in Appendix B.

# **SECTION 4: TRAINING**

The HOA will ensure that their home owners know and understand the SOPs so that the operations necessary on this property will effectively protect all water that could enter into the City's storm drain system. This training record is kept in Appendix C.

# **SECTION 5: RECORDKEEPING**

The HOA will keep a record of operation activities in accordance with SOPs written specifically for this property to show compliance with the MS4 Permit. All information showing compliance with this Plan is also kept in Appendix C.

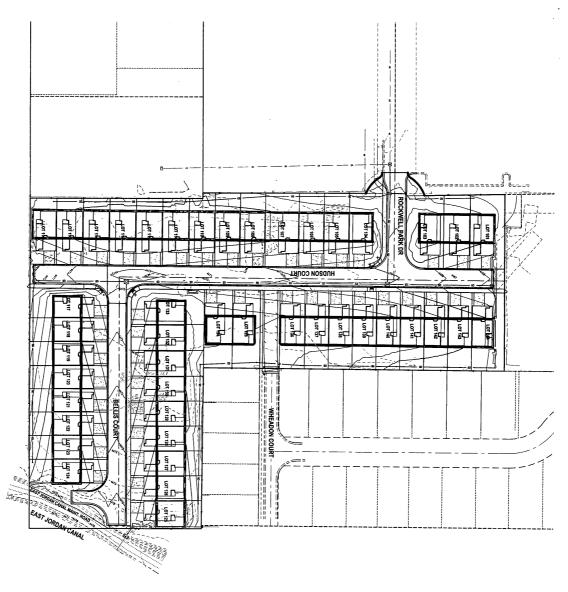
# **SECTION 6: APPENDICES**

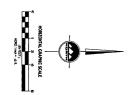
Appendix A- Site Drawings and Details Appendix B- SOPs Appendix C- SWMP Recordkeeping Documents

# APPENDIX A - SITE DRAWINGS AND DETAILS

SWMP 2018-06-04







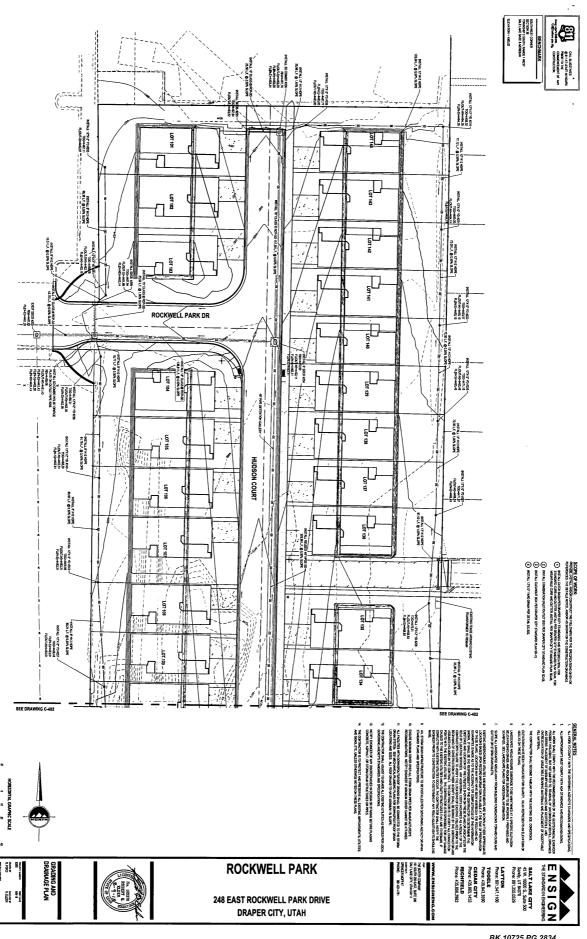
MATERIA STREET

# **ROCKWELL PARK**

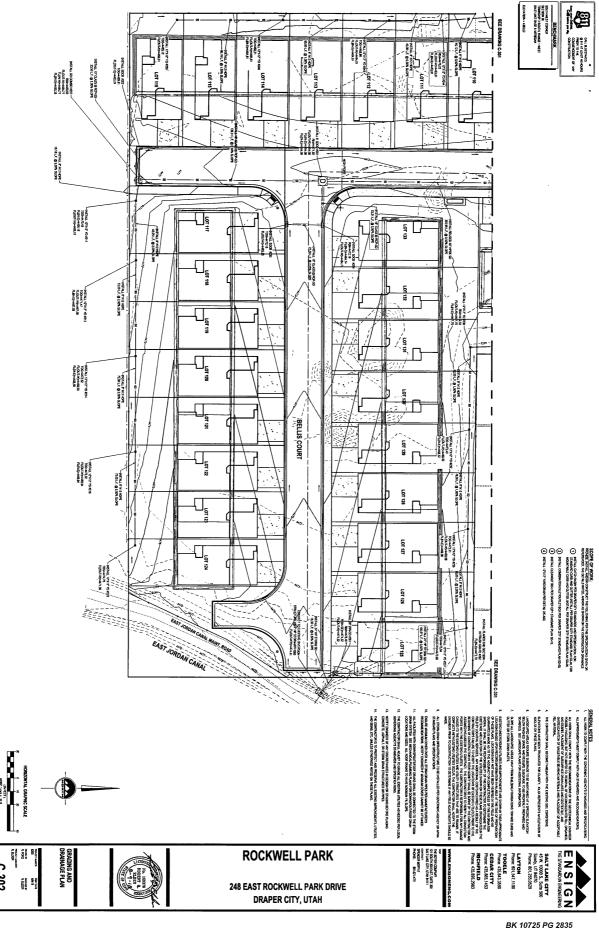
248 EAST ROCKWELL PARK DRIVE DRAPER CITY, UTAH

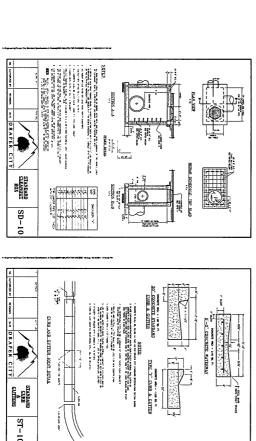
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CEDAR CITY
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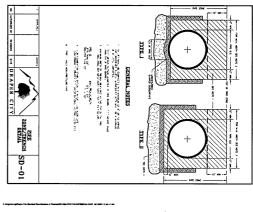


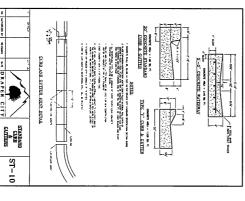


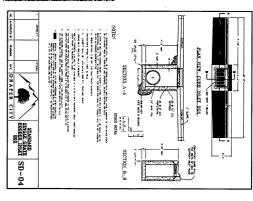
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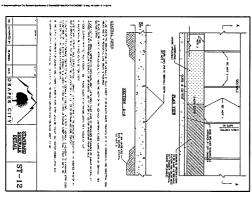


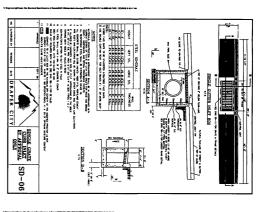


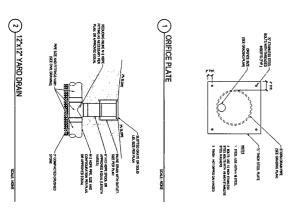


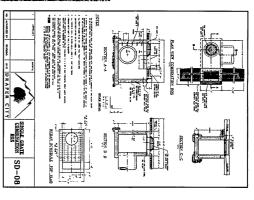


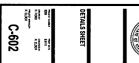












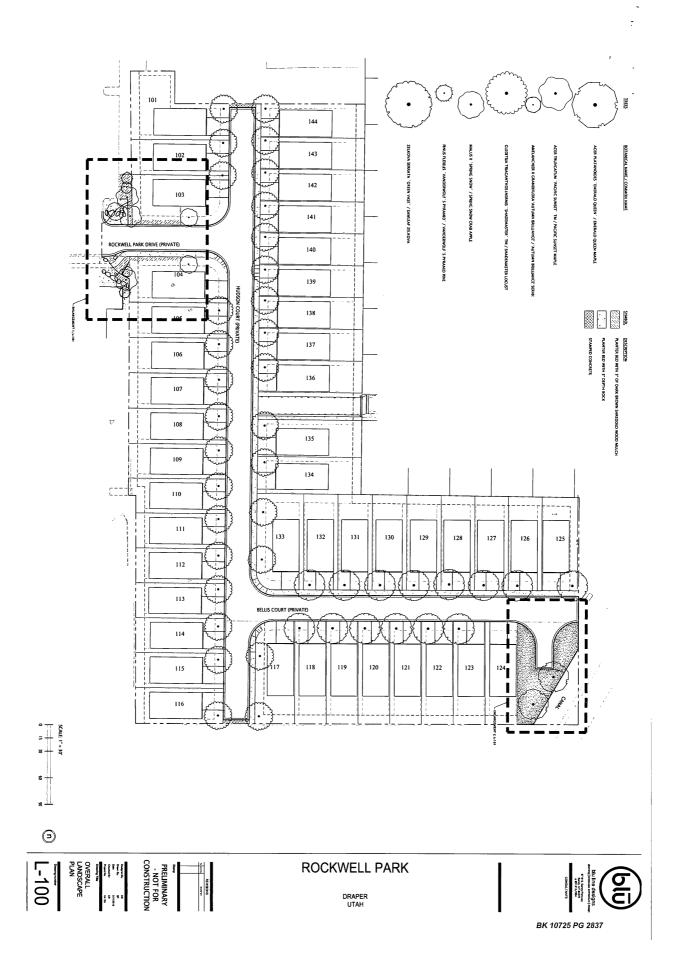


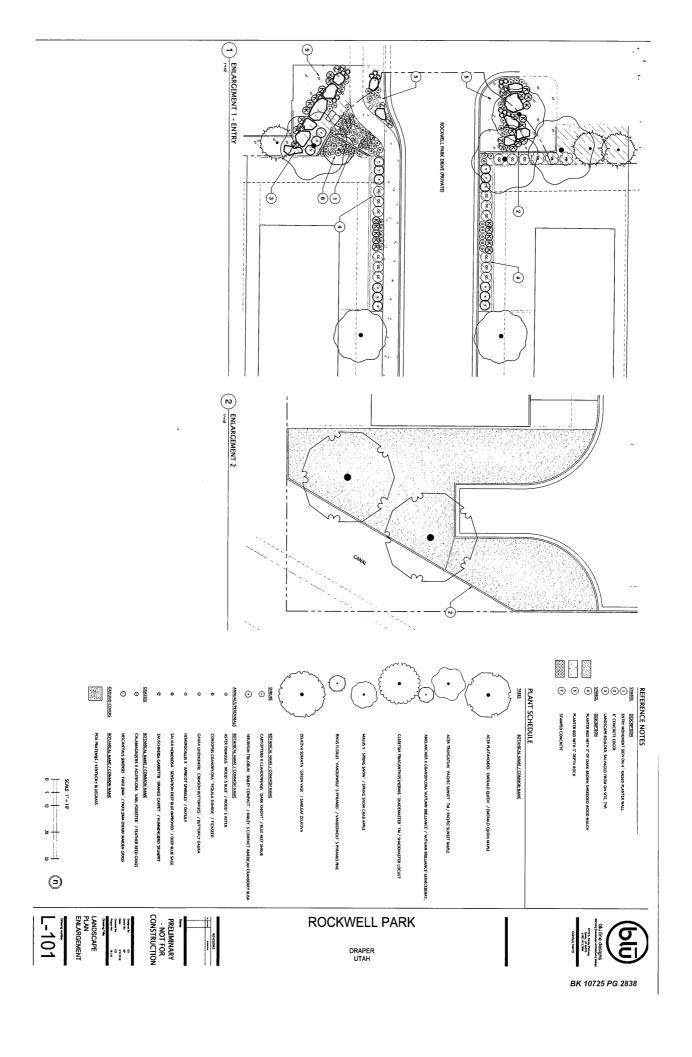
**ROCKWELL PARK** 

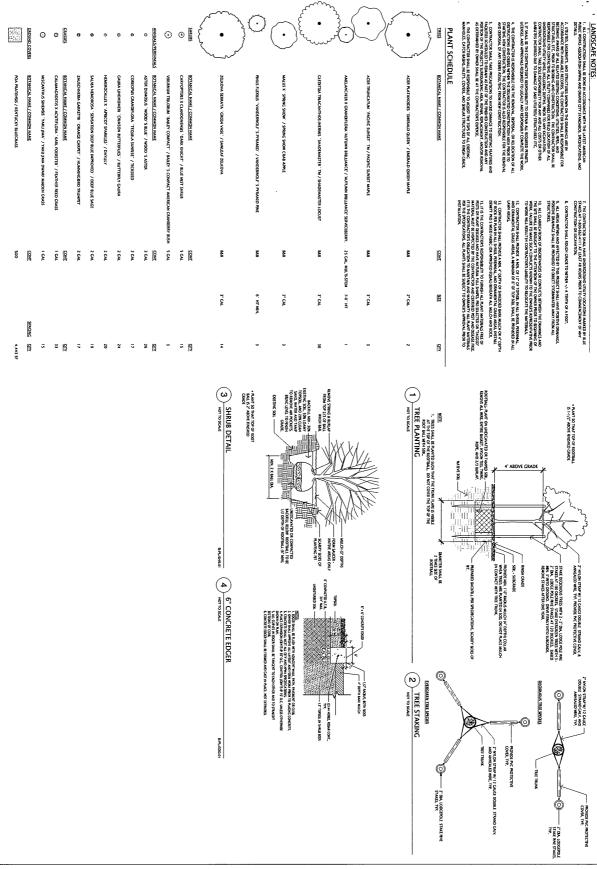
248 EAST ROCKWELL PARK DRIVE DRAPER CITY, UTAH



8ALT LAKE CITY 45 W. 10000 S., Suits 500 Sendy, UT 84070 Phone: 801.255.0529 LAYTON
Phone: 801.547.1100
TOOELE
Phone: 435.843.3590
CEDAR CITY
Phone: 435.865.1453







**ROCKWELL PARK** 

DRAPER UTAH



# APPENDIX B - SOPs

SWMP 2018-06-04

## PRIVATE PARKING AND ROAD MAINTENANCE (SOP)

#### General:

This SOP is not expected to cover all necessary procedure actions. This SOP is allowed to be changed in good judgment when it is necessary for the proper protection and containment of pollutants. Any Changes of routine operations must be amended in this SOP.

#### 1. Preparation

- Inform home owners of proper parking and road maintenance to reinforce proper housekeeping.
- Restrict parking in areas to be swept prior to and during sweeping using regulations as necessary.

#### 2. Process

- Ensure that designated parking areas and driveways are clean and clear of debris and sediments.
- b. Hand sweep sections of gutters and driveways if soil and debris accumulate.
- c. Pick-up litter as required to keep parking and roadway areas clean and orderly.

## 3. Clean-up

- a. Dispose of debris and other materials removed from driveways and parking areas properly. Proper disposal of debris and other materials includes placing said materials in the designated receptacles provided on site. Materials such as oil, batteries, and other hazardous waste must be disposed of at a hazardous waste facility. (Many local auto parts stores will dispose of used oil and vehicle batteries.)
- b. Do not store waste in locations where storm water could transport fines or liquids into the storm drain system.

#### 4. Documentation

a. Document completed cleanup activities in "SWMP Inspection Report".

## 5. Frequency

- a. Streets should be swept once every two months and more frequently if inspections deem it necessary. Fall months will require street sweeping a minimum of once a month to prevent plant foliage from entering the storm drain system.
- b. Parking areas should be swept monthly or when inspections deem it necessary.

## 6. Inspections

- a. Inspections should occur once a month. Fall months will require a weekly inspection to ensure no plant foliage is in danger of entering or blocking the storm drain system.
- Inspections should identify any debris, trash or sediment on roadways and parking areas.
- c. Use inspections to ensure all SOPs are being followed.
- d. Use inspection results to alter maintenance frequency if necessary.

# **LANDSCAPE MAINTENANCE (SOP)**

#### General:

This SOP is not expected to cover all necessary procedure actions. This SOP is allowed to be changed in good judgment when it is necessary for the proper protection and containment of pollutants. Any Changes of routine operations must be amended in this SOP.

#### 1. Preparation

- a. Train employees on proper use of equipment and chemicals.
- Make sure your state Chemical Handling Certification is complete and up-to-date before handling any chemicals.
- Calibrate fertilizer and pesticide application equipment to avoid excessive application.
- d. Use pesticides only if there is an actual pest problem.
- e. Time and apply the application of fertilizers, herbicides or pesticides to coincide with the manufacturer's recommendation for best results ("Read the Label").
- f. Know the weather conditions. Do not use pesticides if rain is expected within a 24-hour period. Apply pesticides only when wind speeds are low(less than 5 mph).

#### 2. Process

- a. Keep clippings away from storm drain system.
- b. Follow the manufacturer's recommendations for mixing, application and disposal of fertilizer and pesticides. ("Read the Label").
- c. Do not mix or prepare pesticides for application near storm drains, preferably mix inside a protected area with impervious secondary containment so that spills or leaks will not contact soils.
- d. Employ techniques to minimize off-target application (e.g. spray drift, over broadcasting.) of pesticides and fertilizers.

### 3. Clean-up

- a. Sweep or blow small clippings into landscape areas, or collect and properly dispose of in designated receptacles provided on site.
- b. Dispose of large clippings in approved locations or containers per waste management sop.
- c. Sweep or blow pavements or sidewalks where fertilizers or other solid chemicals have fallen, back onto grassy areas before applying irrigation water. Insure that all fertilizers or other solid chemicals are completely cleaned off pavements or sidewalks following every application.
- d. Triple rinse pesticide and herbicide containers, and use rinse water as product. Dispose of unused pesticide as hazardous waste. Do not rinse onto pavements or hardscape areas which may cause a downstream impact.
- e. Always follow all federal and state regulations governing use, storage and disposal of fertilizers, herbicides or pesticides and their containers. ("Read the Label")

## 4. Documentation

- a. Document completed cleanup activities in "SWMP Inspection Report".
- Keep copies of MSDS sheets for all pesticides, fertilizers and other hazardous products used.

#### 5. Frequency

- Landscape maintenance should occur weekly during spring and summer months or whenever inspections deem it necessary.
- During fall months leaves and foliage should be collected when inspections deem it necessary.

#### 6. Inspections

- a. Inspections should occur after each maintenance event.
- Inspections should identify any leaves, clippings, or trimmings left in runoff areas.
- Inspections should identify any possible fertilizers, pesticides or chemicals that may enter storm water system.
- d. Use inspections to ensure all SOPs are being followed.
- e. Use inspection results to alter maintenance frequency if necessary.

## **WASTE MANAGEMENT (SOP)**

#### General:

This SOP is not expected to cover all necessary procedure actions. This SOP is allowed to be changed in good judgment when it is necessary for the proper protection and containment of pollutants. Any Changes of routine operations must be amended in this SOP.

#### 1. Preparation

- a. Proper disposal of trash includes placing waste materials in the designated receptacle on site. Materials such as oil, batteries (no alkaline), ink jet cartridges, cell phones, paint, etc., are considered household hazardous waste and must be disposed of at the Household Hazardous Waste (HHW) facility at the Trans-Jordan Landfill.
- b. During collection hours ensure that residents do not park vehicles on the street near collection container.

## 2. Process

- Perform regular inspections of garbage containers for leaks, and have repairs made immediately by responsible party.
- b. Request/use trash receptacles with lids and without drain holes.
- c. Do not overfill container so that the lid will not close.
- Keep lid on container closed to prevent trash from blowing out or container filling with water.

## 3. Clean-up

a. Keep areas around garbage container clean of all garbage and debris.

SWMP 2018-06-04

- b. Have garbage container emptied regularly to keep from overfilling. Special caution should be used for all lightweight trash because in the case of strong winds, this lightweight trash may be blown out of the garbage container. In this case, clean-up may be needed in roadways and/or yard areas due to wind-blown debris.
- Wash out trash receptacles as needed to keep odors from becoming a problem.
   Wash water must not enter into any storm drain system.

## 4. Documentation

a. Document completed cleanup activities in "SWMP Inspection Report".

#### 5. Frequency

a. Waste management should be ongoing at all times. Residents should ensure all waste is disposed of in garbage container and ready for pickup.

#### 6. Inspections

- a. Inspections should occur once a month.
- Inspections should identify any damage to garbage containers, any cracks or holes which may allow waste to leak into roadways. (Replace container when necessary)
- c. Inspections should ensure garbage containers are being used properly without overfilling container and lid is closed.
- d. Use inspections to ensure all SOPs are being followed.

## STORM WATER STORAGE AND CONVEYANCE SYSTEMS (SOP)

#### General

This SOP is not expected to cover all necessary procedure actions. This SOP is allowed to be changed in good judgment when it is necessary for the proper protection and containment of pollutants. Any Changes of routine operations must be amended in this SOP.

## 1. Preparation

- a. Inform homeowners that the storm drain systems are not to be altered or obstructed in any way.
- b. Clean sediment and trash off inlet grates.
- c. Do visual inspection on outside of grate.
- d. Check for broken parts of the system that may need to be replaced.
- e. Do visual inspection inside cleanout boxes. (DO NOT ENTER ANY MANHOLE OR CLEANOUT BOX)

### 2. Process

- a. Remove any large loose debris and sorbent materials with hand tools.
- Clean system (pipes and boxes) using a high-powered vacuum truck to suck out standing water and sediment.
- c. Use a high-pressure washer to break up any remaining material in the catch basins and cleanout boxes, while capturing resulting slurry with vacuum.

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d. Once catch basins and clean out boxes are clean, clean any sediment that may remain within the pipes.

## 3. Clean-up

- a. When vacuum truck is full of sediment take it to designated locations to dump all sediment out of the truck into a drying bed.
- b. Wash down area before leaving the designated dump location.

## 4. Documentation

- a. Document completed cleanup activities in "SWMP Inspection Report".
- b. Record the amount of waste collected and number of catch basins cleaned and the area they were cleaned in. Keep any notes or comments of any problems encountered.

## 5. Frequency

a. Use inspection results and clean storm drain system when necessary. The Water Quality Unit should be pumped every 18 months or less if inspection deems it necessary.

### 6. Inspections

- Inspections should occur three times a year or after a large storm event for the storm drain system.
- b. Inspections should identify any flow obstructions, or damage to the system.
- c. Inspections should identify any sediment buildup in pipes and clean out boxes. If more than 2" of sediment and debris is present in pipes or boxes then maintenance is needed.
- d. Use inspections to ensure all SOPs are being followed.
- e. Use inspection results to determine maintenance frequency.

# SPILL RESPONSE (SOP)

#### General:

This SOP is not expected to cover all necessary procedure actions. This SOP is allowed to be changed in good judgment when it is necessary for the proper protection and containment of pollutants. Any Changes of routine operations must be amended in this SOP.

## 1. Preparation

- a. Understand Material Safety Data Sheet (MSDS) sheets for handling of product.
- b. Supervisors insure that employees handling and transporting chemicals are trained on the proper procedures.
- c. Determine proper place of handling.
- d. Have necessary containment and spill kits at handling place (location to be determined by Home Owners Association)
- e. Have proper Personal Protective Equipment (PPE) available and wear it prior to handling chemicals as necessary or as required.
- f. Inform home owners of proper cleanup of spills that occur on the property in areas such as garages and driveways.

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#### 2. Process

- a. Wear proper PPE for the chemical being used, transported or handled.
- b. Begin transfer or handling process.
- c. Discontinue process if spills occur.
- d. Disconnect and store handling equipment.

#### 3. Clean-up

- a. Do not wash spill down the storm drain.
- b. Clean up spills with proper material using dry methods or other means that will pick the spill up. The dry method includes using sorbent materials, broom and shovel, and vacuum operations. If using water and/or detergents to clean the spilled material, this waste must be vacuumed or effectively picked up by other methods.
- c. Dispose of contaminated material at appropriate facility. Appropriate facilities include receptacles so long as waste is solid at time of disposal. Liquid waste may be disposed in the sanitary sewer system after the following conditions have been met:
  - i. Dry cleanup methods have been used to remove the bulk of the spill and disposed per the Waste Management SOP.
  - The liquid waste amounts are small and diluted with water. This is intended for spill cleanup waste only and never for the disposal of unused or spent liquids.

#### 4. Documentation

a. Document completed cleanup activities in "SWMP Inspection Report".

#### 5. Frequency

a. Spill response should occur after every spill event.

#### 6. Inspections

- a. Inspections should occur after every spill response event.
- b. Use inspections to ensure all SOPs are being followed.

APPENDIX C - SWMP RECORDKEEPING DOCUMENTS

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# EXAMPLE: SWMP INSPECTION, MAINTENANCE AND CORRECTION REPORT

Inspection Frequency	Operation/Program	Action Type Inspection / Maintenance	Date (Inspection/ Maintenance Performed)	Report: (inspection and correction results)
М	Private parking and Road maintenance	Maintenance		
ws	Private parking and Road maintenance	Inspection		
ws	Landscape Maintenance	Maintenance		
x	Landscape Maintenance	Inspection/ Maintenance		
М	Waste Management	Maintenance		
S	Storm water storage and Conveyance systems	Inspection/ Maintenance		
В	Storm water storage and Conveyance systems	Inspection/ Maintenance		
s	Spill Response	Inspection/ Maintenance		
		{Duplicate or expand form as necessary to document history}		

Key: B=Bi-annually, WS=Weekly Seasonal, M=Monthly, S=following appreciable storm/spill event, X=add frequency unique to your property infrastructure

X Year Annual Conclusion:

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# SWMP INSPECTION, MAINTENANCE AND CORRECTION REPORT

Inspection Frequency	Operation/Program	Action Type Inspection / Maintenance	Date (Inspection/ Maintenance Performed)	Report: (inspection and correction results)
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				A CONTRACTOR OF THE CONTRACTOR
				A =14
				, S=following appreciable storm/spill

Rey. B-Bi-aintually, w3-weekly Seasonal, wi-wionting, 3-tonowing appreciable storily spin
event, X=add frequency unique to your property infrastructure
Year Annual Conclusion:
real Annual Conclusion.

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# **Annual SOP Training**

SOP#	SOP	Trainer	Employees Trained / Service Contractors Informed of SOP	Date
				<u> </u>
			11.11.11	

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