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NF.

When recorded, mail to:

Herriman City Recorder
5355 West Herriman Main Street
Herriman UT 84096

13233522
04/02/2020 03:03 PM \$0.00
Book - 10920 Pg - 8885-8916
RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
HERRIMAN
5355 W HERRIMAN MAIN ST
HERRIMAN UT 84096
BY: STA, DEPUTY - MA 32 P.

Affects Parcel No: 2636331003

**LONG-TERM STORMWATER MAINTENANCE
AGREEMENT**

For the PARKSIDE AT HERRIMAN TOWNE CENTER PHASES 1-2 property

THIS STORMWATER MAINTENANCE AGREEMENT (this "Agreement") is made and entered into this 4 day of MARCH, 2020, by and between Herriman City, a municipal corporation of the State of Utah (the "City"); EDGE PARKSIDE AT HTC, LLC (the "Owner") whose address is _____

RECITALS

A. The City is authorized and required to regulate and control the disposition of storm and surface waters within the City, as set forth in the Herriman City Code, 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 (the "Act").

B. 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 (the "Property"), which property is subject to the regulations described above.

C. 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; and

D. In order to facilitate these anticipated developments to the Property, the Owner desires to build and maintain, at Owner's expense, storm and surface water management facilities, including structures, improvements, grading and drainage plans and/or vegetation to control the quantity and quality of the storm water (the "Stormwater Facilities"); and

E. The Stormwater Facilities are shown in the final site plan or subdivision approved for the Property, in any related engineering drawings, and in any amendments thereto, which plans and drawings are on file in the Herriman City Engineering Department, and are hereby incorporated herein by this reference (the “Development Plan”); and

F. A detailed description of the Stormwater Facilities, which includes the operation and routine maintenance procedures required to enable the Stormwater Facilities to perform their designed functions (the “Long-Term Stormwater Management Plan”), is attached hereto as exhibit “B” and is incorporated herein by this reference; and

G. As a condition of the Development Plan approval, and as required by the Jordan Valley Municipalities UTS000001 MS4 (“UPDES Permit”) from the State of Utah, Owner is required to enter into this Agreement establishing a means of documenting the execution of the Long-Term Stormwater Management Plan.

AGREEMENT

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 Long-Term Stormwater Management Plan the parties agree as follows:

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

2. **Maintenance of Stormwater Facilities.** The Owner shall, at its sole cost and expense, operate and maintain the Stormwater Facilities in strict accordance with the Long-Term Stormwater Management Plan. Owner's maintenance obligations shall be limited to structures, systems, and appurtenances on Owner’s land, including all system and appurtenance built to convey stormwater, as well as all structures, improvements, and vegetation provided solely to control the quantity and quality of the stormwater. 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.

3. **Annual Maintenance Report.** The Owner shall, at its sole cost and expense, inspect the Stormwater Facilities and submit an inspection report and certification to City’s annually. 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, 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 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 June 30, of each year and shall be in a form provided by the City and attached hereto as exhibit “C” attached hereto and incorporated herein by this reference.

4. **Oversight Inspection Authority.** The Owner hereby grants permission to the City, its authorized agents and homeowners, to enter upon the Property and to inspect the Stormwater Facilities upon reasonable notice of not less than three business days to the Owner. The purpose of the inspection shall be to determine and ensure that the Stormwater Facilities are adequately maintained, are continuing to perform in an adequate manner, and are in compliance with all applicable laws, regulations, rules, and ordinances, as well as the Long-Term Stormwater Management Plan.

5. **Notice of Deficiencies.** If the City or its agent finds the Stormwater Facilities contain any defects or are not being maintained adequately, the City or its agent shall send the Owner written notice of the defects or deficiencies and provide the Owner with reasonable time to cure such defects or deficiencies, as provided in Herriman City Code. Such notice shall be sent certified mail to the Owner’s address set forth above.

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

7. **Corrective Action.** In the event the Owner fails to adequately maintain the Stormwater Facilities in good working condition acceptable to the City agent, the City or its agent may proceed with any enforcement mechanism provided in Herriman City Code. The City or its agent may also give written notice that the Stormwater Facilities will be disconnected from the City’s municipal separate storm sewer system. Any damage resulting from the disconnected system will be the Owner’s responsibility. It is expressly understood and agreed that neither the City nor its agent are under any 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 or its agent. The actions described in this Section are in addition to and not in lieu of the legal 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.

8. **Reimbursement of Costs.** In the event the City or its agent, pursuant to this Agreement, incurs any costs, or expends any funds resulting from enforcement or cost for labor, use of equipment, supplies, materials, and the like related to storm drain disconnection from the City’s municipal separate storm sewer system, the Owner shall reimburse the City or its agent upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City or its agent. After said thirty (30) days, such amount

shall be deemed delinquent and shall be subject to interest at the rate of ten percent (10%) per annum. Owner shall also be liable for any collection costs, including attorney's fees and court costs, incurred by the City or its agent in collection of delinquent payments. The Owner hereby authorizes the City or its agent to assess any of the above-described costs, if remained unpaid, by recording a lien against the Property.

9. **Successors and Assigns.** This Agreement shall be recorded in the office of the County Recorder 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. If the property is sold, the parties may execute an assignment of this Agreement and release of the seller's liability upon the City's consent and agreement.

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 Agreement shall not be affected thereby.

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

12. **Indemnification.** This Agreement imposes no liability of any kind whatsoever on the City or its agent. The Owner hereby agrees to indemnify and hold the City and its officers, homeowners, agents and representatives from and against all actions, claims, lawsuits, proceedings, liability, damages, losses, and expenses (including attorneys' fees and court costs) that 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, and the Owner's officers, homeowners, agents, and representatives.


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 office of the County Recorder.

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 this Agreement.

15. **Exhibits and Recitals.** The recitals set forth above and all exhibits to this Agreement are incorporated herein to the same extent as if such items were set forth herein in their entirety within the body of this Agreement.

[SIGNATURE PAGE TO FOLLOW]

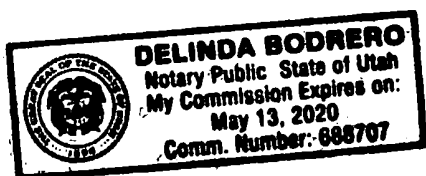




Jackie Nostrom, MMC City Recorder

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On the 11 day of March, 2020, before me Delinda Bodrezo personally appeared ~~Blake Thomas~~ who being by me duly sworn, did say that he is the City Engineer of Herriman City, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the City by authority of its City Council and said City Engineer acknowledged to me that the City executed the same.



Delinda Bolero
NOTARY SIGNATURE

Exhibit A (Legal Description)
Exhibit B (Stormwater Management Plan)
Exhibit C (Report Form)

EXHIBIT A

A parcel of land located in the South Half of Section 36, Township 3 South, Range 2 West, Salt Lake Base and Meridian described as follows:

Beginning at a point of the southwest right-of-way line of U Road per the U-Road Dedication Plat as recorded in the office of the Salt Lake County Recorder as Entry #12608258 in Book 2017 at Page 242, said point being South 89°37'15" East 2136.87 feet along the section line and South 0°22'45" West 229.17 feet from the West Quarter Corner of Section 36, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running;

Thence along the said southwest right-of-way line of the U Road the following three (3) courses: South 37°04'35" East 20.57 feet, Southeasterly 605.75 feet along the arc of 429.50 foot radius curve to the left through a central angle of 80°48'26" (Long Chord Bears South 77°28'48" East 19.42 feet) to the southwesterly right-of-way line of Fort Herriman Parkway per the Herriman Towne Center Road Dedication Plat as recorded in the Office of the Salt Lake County Recorder as Entry #12706165 in Book 2018 at Page 43;

Thence along the said southwesterly right-of-way line of Fort Herriman Parkway the following two (2) courses: South 37°12'19" East 357.74 feet, southwesterly 23.57 feet along the arc of a 15.00 foot radius curve to the right through a central angle of 90°01'38" (Long Chord Bears South 07°48'30" West 21.22 feet);

Thence South 52°49'19" West 3.48 feet to a point of curvature; Thence 342.75 feet along the arc of a 420.00 foot radius curve to the right through a central angle of 46°4'28" (Long Chord Bears South 76°12'03" West 333.32 feet);

Thence North 80°25'13" West 293.82 feet to a point of curvature; Thence 555.50 feet along the arc of a 735.00 foot radius curve to the right through a central angle of 43°18'12" (Long Chord Bears North 58°46'07" West 542.38 feet) to and along the Northeasterly right-of-way line of Copeland Drive per the Herriman Towne Center Plat E-Phase 1 as recorded in the Office of the Salt Lake City County Recorder as Entry #11037624 in Book 2010 at Page 152;

Thence North 37°07'01" West 212.41 feet along the said northeasterly right-of-way line of Copeland Drive; Thence North 53°18'24" East 74.78 feet; Thence North 52°24'35" East 55.76 feet; Thence South 37°04'35" East 42.50 feet; Thence North 52°58'35" East 69.97 feet; Thence South 37°04'35" East 197.55 feet; Thence North 48°24'11" East 132.00 feet; Thence North 52°49'07" East 20.54 feet to the point of beginning.

EXHIBIT B

Long Term Stormwater Management Plan

for:

Parkside at Herriman Towne Center
13000 South Black Locust Way
Herriman City, Utah

PURPOSE AND RESPONSIBILITY

As required by the Clean Water Act and resultant local regulations, including Herriman City 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 but a TMDL has not been determined. 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.

Parking, Pavement and Hardscape Areas

The site has a significant amount of impervious surface, primarily concrete pavement, concrete walkways, and the buildings themselves. Any sediment, debris, fluids or other waste left or that collect on it will be carried by runoff to the storm drain inlets. This waste material will settle in our storm drain system increasing maintenance cost and any material dissolving in the runoff will pass through our system. Maintenance involves regular sweeping, but it can also involve pavement washing to remove stains, slick spots and appearance when necessary. The Sweeping and the Pavement Washing SOPs are used to manage the pollutants associated with pavements.

Landscape Maintenance

This property's landscape areas will require regular maintenance. This will involve mowing, pruning, hand digging leaving grass clippings, sticks, branches, dirt, mulch, including fertilizers, pesticides and other pollutants that can fall or be left on our paved areas. It is vital that the paved areas with direct connection to the city storm drain systems remain clear and clean of landscape pollutants. The Landscape Maintenance SOP is written to control and manage this potential problem.

Storm Drain System

Stormwater inlets are located with the curb and gutter as well as in detention basins, away from daily operations. Stormwater inlets direct all runoff through a stormwater treatment unit which are located in the last units prior to leaving the property. The stormwater treatment unit is designed to capture floating material and heavier sediment particles. The stormwater system is susceptible to bypass and scour during large storm event flows and pollutants. The Storm Drain Maintenance SOP is written to control and manage this system.

Trash Control

The trash receptacles with lids are intended to prevent precipitation exposure minimizing liquids that can leak to pavements and from haul trucks also minimizing the light weight trash exposed to wind. The fences have an additional benefit of trapping loose trash allowing us to pick it up before it will be carried off. 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 our waste.

Snow Removal and Deicing Operations

Salt is a necessary pollutant and is vital to ensuring a safe pedestrian walking areas. However, the snow removal operations should be properly managed to minimize unnecessary salt impact.

SECTION 2: TRAINING

Ensure that all homeowners 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.

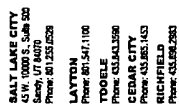
SECTION 3: RECORDKEEPING

Maintain records of operation and maintenance activities in accordance with SOPs. Mail a copy of the record to Herriman City annually by July 31st of each year.

SECTION 4: APPENDICES

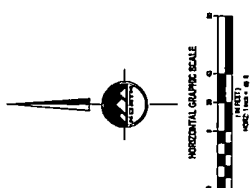
Appendix A- Site Drawings and Details
Appendix B- SOPs
Appendix C- Recordkeeping Documents

APPENDIX A – SITE DRAWINGS AND DETAILS

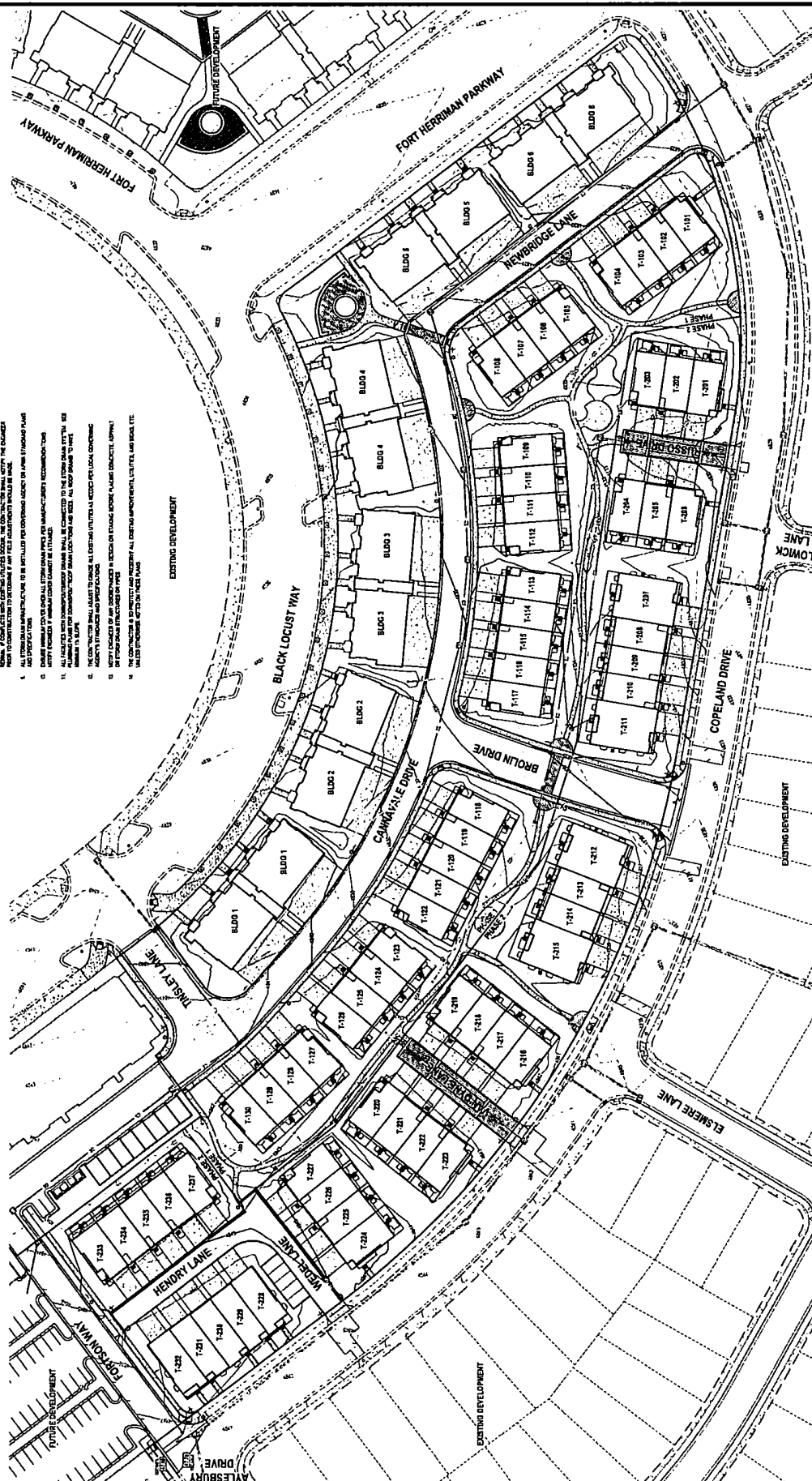
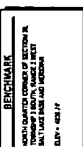
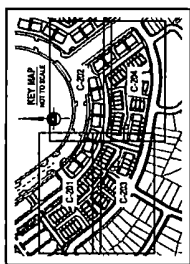


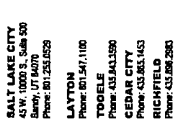
GRADING AND DRAINAGE PLAN

C-200



- [illegible]

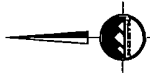




**PARKSIDE AT HERRIMAN TOWNE CENTER
PHASE 1 AND PHASE 2
13000 SOUTH BLACK LOCUST WAY
HERRIMAN CITY, UTAH**

GRADING AND DRAINAGE PLAN

C-201



HORIZONTAL GRAPHIC SCALE
(IN FEET)
1:62,500 = 1" = 100'

SEE DRAWING C-202

SCOPE OF WORK:
Provide, install and/or construct the following per the specifications cited or referenced. The details noted, unless shown as shown on the construction schedule.

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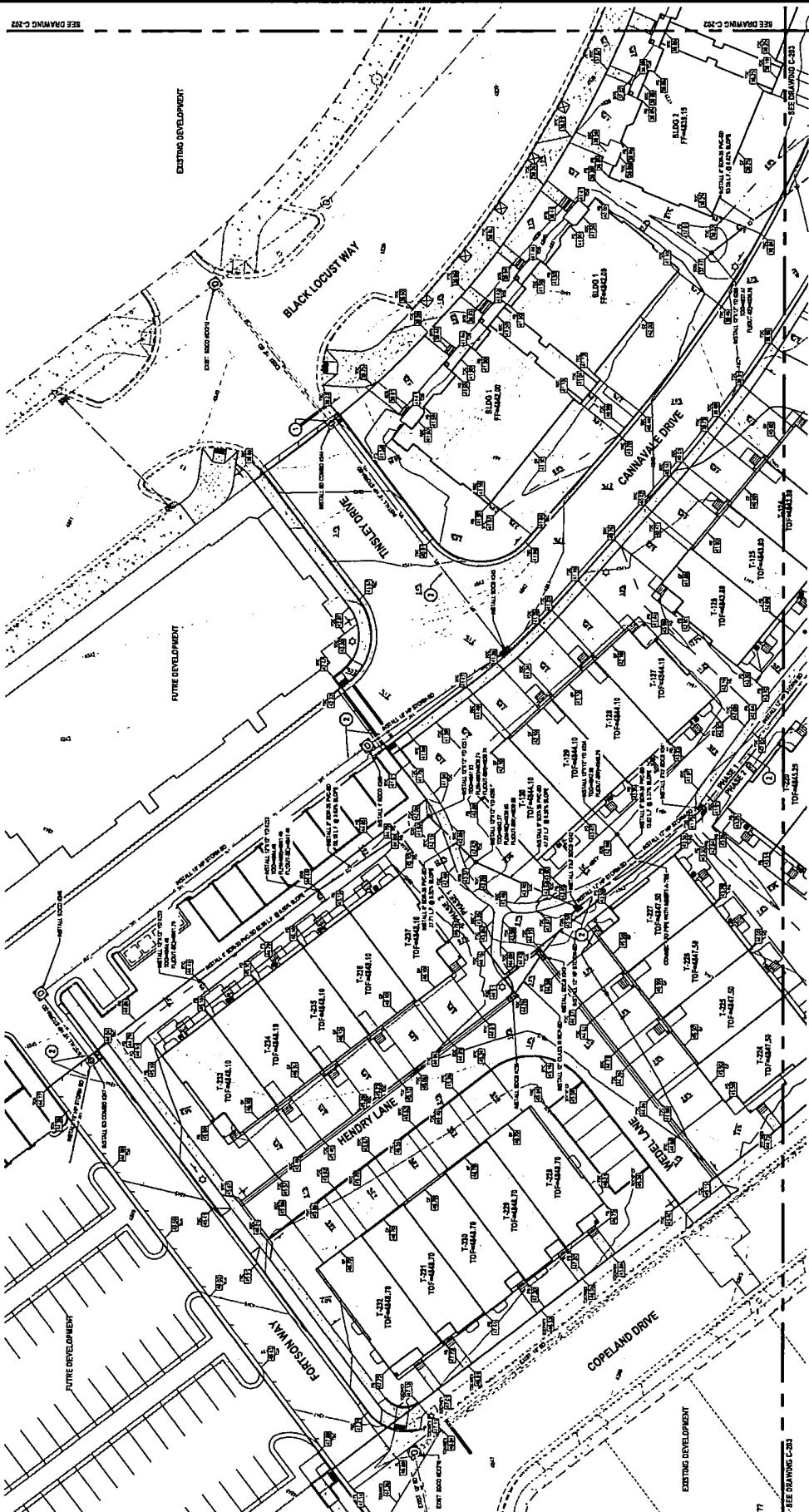
- [illegible]

- ### GENERAL NOTES

- ALL WORKS TO COMPLY WITH THE DOMINION AGENCY'S STANDARDS AND SPECIFICATIONS

EXCHMARK

811
CALL BEFORE YOU DIG
811 AT LEAST 48 HOURS
BEFORE ANY
CONSTRUCTION



SEE ADVANCE C 403

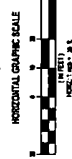
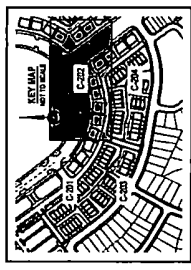
C-202

GRADING AND
DRAINAGE PLAN

PARKSIDE AT HERRIMAN TOWNE CENTER
PHASE 1 AND PHASE 2
13000 SOUTH BLACK LOCUST WAY
HERRIMAN CITY, UTAH

WWW.JENSENG.COM
JENSEN ENGINEERING
13000 SOUTH BLACK LOCUST WAY
HERRIMAN, UT 84003
PHONE: 801.255.2529
FAX: 801.255.2530
WWW.JENSEN-UTAH.COM

RALT LANE CITY
13000 SOUTH BLACK LOCUST WAY
HERRIMAN, UT 84003
PHONE: 801.255.2529
FAX: 801.255.2530
WWW.JENSEN-UTAH.COM



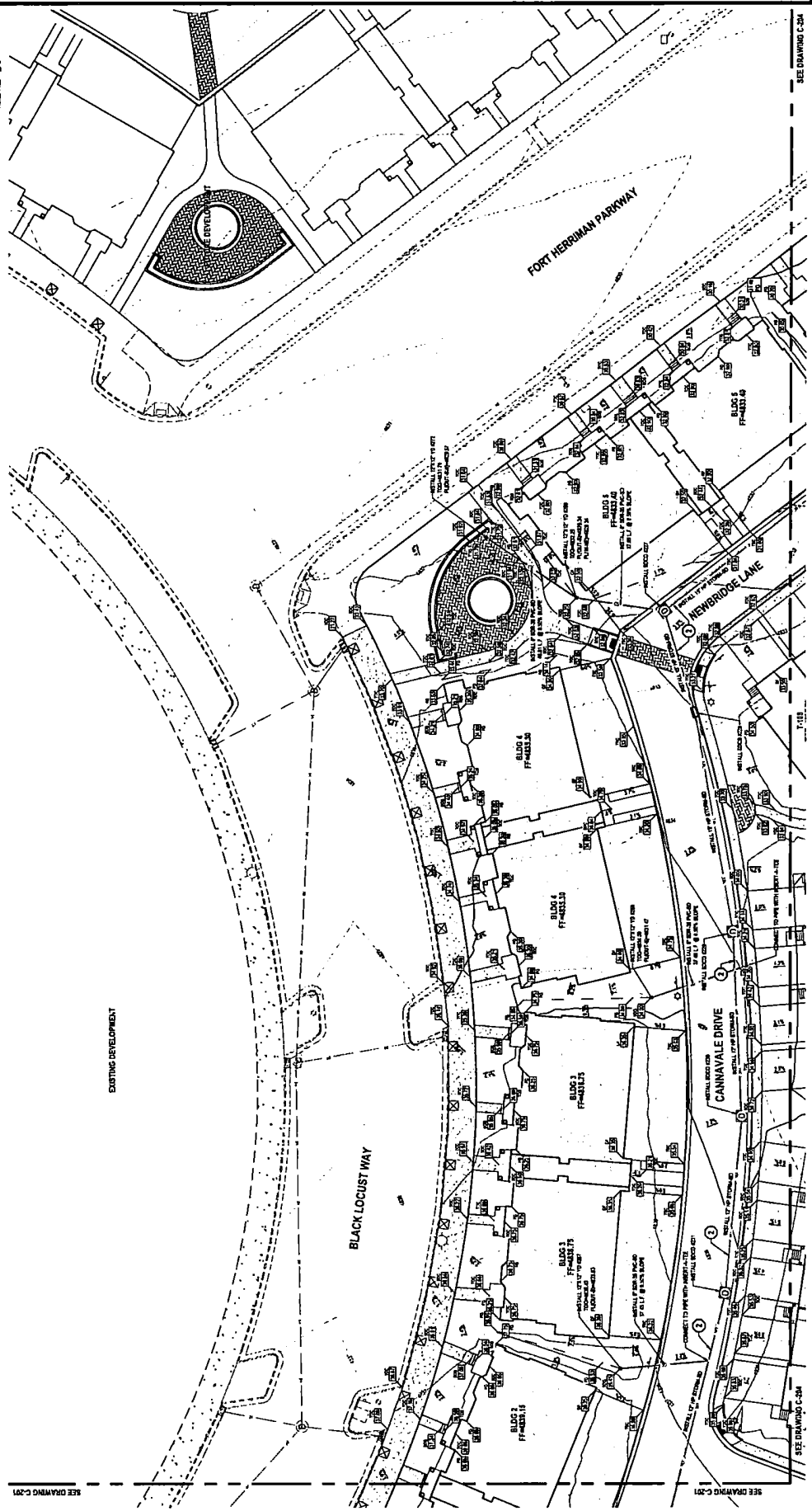
- SCOPE OF WORK:**
1. PREPARE GRADING AND DRAINAGE PLAN FOR THE ENTIRE DEVELOPMENT AREA.
 2. DETERMINE EXISTING AND PROPOSED ELEVATIONS AND SLOPES.
 3. DESIGN GRADING AND DRAINAGE SYSTEM TO PREVENT FLOODING AND EROSION.
 4. PROVIDE ELEVATIONS AND SLOPES FOR ALL EXISTING AND PROPOSED STRUCTURES.
 5. PROVIDE ELEVATIONS AND SLOPES FOR ALL EXISTING AND PROPOSED DRIVEWAYS.
 6. PROVIDE ELEVATIONS AND SLOPES FOR ALL EXISTING AND PROPOSED SIDEWALKS.
 7. PROVIDE ELEVATIONS AND SLOPES FOR ALL EXISTING AND PROPOSED PARKING AREAS.
 8. PROVIDE ELEVATIONS AND SLOPES FOR ALL EXISTING AND PROPOSED UTILITIES.
 9. PROVIDE ELEVATIONS AND SLOPES FOR ALL EXISTING AND PROPOSED LANDSCAPING.
 10. PROVIDE ELEVATIONS AND SLOPES FOR ALL EXISTING AND PROPOSED FLOODING.
 11. PROVIDE ELEVATIONS AND SLOPES FOR ALL EXISTING AND PROPOSED EROSION.
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 20. PROVIDE ELEVATIONS AND SLOPES FOR ALL EXISTING AND PROPOSED FLOODING AND EROSION.

- GENERAL NOTES:**
1. ALL WORK SHALL BE IN ACCORDANCE WITH THE UTAH DEPARTMENT OF TRANSPORTATION (UDOT) STANDARD SPECIFICATIONS FOR CONSTRUCTION.
 2. ALL EXISTING UTILITIES SHALL BE MAINTAINED AND PROTECTED.
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 20. ALL EXISTING FLOODING AND EROSION SHALL BE MAINTAINED AND PROTECTED.

BENCHMARK
NORTH QUARTER CORNER OF SECTION 16
T4S R1E W4E
ELEVATION: 4251.7

811
CALL 811 BEFORE ANY EXCAVATION
OR DRILLING WORK
TO LOCATE UTILITIES
AND PREVENT DAMAGE



SEE DRAWING C-204

SEE DRAWING C-201

SEE DRAWING C-201

APPENDIX B – SOPs

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
 - a. Inform homeowners of proper parking and road maintenance to reinforce proper housekeeping.
 - b. Restrict parking in areas to be swept prior to and during sweeping using regulations as necessary.
2. Process
 - a. Ensure that designated parking areas and drive aisles are clean and clear of debris and sediments.
 - b. Hand sweep sections of gutters in parking areas if soil and debris accumulate.
 - c. Pick-up litter as required to keep parking areas clean and orderly.
3. Clean-up
 - a. Dispose of debris and other materials removed from drive aisles and parking areas properly. Proper disposal of debris and other materials includes placing said materials in the designated dumpsters 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 “SMP Inspection Report”.
5. Frequency
 - a. Roadways should be swept once every three 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 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.
- b. 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 homeowners on proper use of equipment and chemicals.
- b. Make sure your state Chemical Handling Certification is complete and up-to-date before handling any chemicals.
- c. 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 dumpsters 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. Ensure 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 “SMP Inspection Report”.
- b. Keep copies of MSDS sheets for all pesticides, fertilizers and other hazardous products used.

5. Frequency

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

6. Inspections

- a. Inspections should occur on a seasonal weekly basis when maintenance is occurring.
- b. Inspections should identify any leaves, clippings, or trimmings left in runoff areas.
- c. 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 dumpster receptacles provided 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

- c. homeowners do not park vehicles near collection container.
- 2. Process
 - a. Perform regular inspections of dumpster container for leaks, and have repairs made immediately by responsible party.
 - b. Request/use dumpsters with lids and without drain holes.
 - c. Do not overfill container so that the lid will not close.
 - d. 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.
 - 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 landscape areas due to wind-blown debris.
 - c. Wash out dumpsters 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 “SMP Inspection Report”.
- 5. Frequency
 - a. Waste management should be ongoing at all times. Homeowners should ensure all waste is disposed of in dumpster container and ready for pickup.
- 6. Inspections
 - a. Inspections should occur once a month.
 - b. 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 container is being used properly without overfilling container and lid is closed.
 - d. Use inspections to ensure all SOPs are being followed.

STORM WATER 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 owners and management that storm water systems cannot be used for disposing of materials.

- b. Do visual inspection on outside of grate.
 - c. Check for broken parts of the system that may need to be replaced.
 - d. 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.
 - b. 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.
 - 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 “SMP 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.
- 6. Inspections
 - a. Inspections should occur twice 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) for handling of product.
- b. Supervisors ensure that homeowners 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
- e. Have proper Personal Protective Equipment (PPE) available and wear it prior to handling chemicals as necessary or as required.

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 dumpsters and 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.
 - ii. 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 "SMP 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 – PLAN RECORDKEEPING DOCUMENTS

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.