

When recorded, mail to:

Midvale City Recorder  
7505 South Holden Street  
Midvale, UT 84047

Affects Parcel No(s): \_\_\_\_\_

### LONG TERM STORMWATER MANAGEMENT AGREEMENT

This Long Term Stormwater Management Agreement ("Agreement") is made and entered into this 20<sup>th</sup> day of December, 2021, by and between Midvale City, a Utah municipal corporation ("City"), and

Holmes Jordan Bluffs, LLC,  
a Utah limited liability company ("Owner").

### RECITALS

WHEREAS, 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 Midvale City Code, Chapter 13.16, 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; and

WHEREAS, in order to accommodate and regulate these anticipated changes in existing storm and surface water flow conditions, the Owner is required to build and, to the extent provided herein, maintain at Owner's expense a storm and surface water management facility or improvements on the Property ("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, 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 Long Term Stormwater Management 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 Long Term Stormwater Management Plan, and the mutual covenants contained herein, the parties agree as follows:

#### **Section 1**

Long Term Stormwater Management Plan. Upon completion of the Stormwater Facilities, the owner must provide a summary description of all Stormwater Facilities, details, and appurtenance draining to and affecting the Stormwater Facilities, and establish the standard operations and routine maintenance procedures for the Stormwater Facilities and control measures installed on the property. This Long Term Stormwater Management Plan, more particularly shown in Exhibit 'B', must be filed with the Midvale City Recorder.

#### **Section 2**

Construction of Stormwater Facilities. The Owner must, 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. Nothing herein shall require Owner to construct additional Stormwater Facilities beyond those required by the Development Plan or expand the Stormwater Facilities in the future to accommodate development on any other property or otherwise.

#### **Section 3**

Maintenance of Stormwater Facilities. The Owner must, at its sole cost and expense, adequately maintain the Stormwater Facilities to the extent provided in the Stormwater Management Plan. Owner's maintenance obligations include all obligations set forth in the Stormwater Management Plan. 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 is solely responsible for ensuring that the Stormwater Facilities are in good working condition. Notwithstanding the foregoing to the contrary, Owner shall not be required to repair, replace or maintain any damage to the Stormwater Facilities as a result of the acts of omissions of the City, its agents, employees or contractors.

#### **Section 4**

Annual Maintenance Report of Stormwater Facilities. The Owner must, at its sole cost and expense, inspect the Stormwater Facilities and submit an inspection report and certification to the City annually. The purpose of the inspection and certification is to assure safe and proper functioning of the Stormwater Facilities. The annual inspection must 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, in each case to the extent located on the Property. Deficiencies must be noted in the inspection report. The report must 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 are due every year by the date of the executed Agreement and must be on forms acceptable to the City.

#### **Section 5**

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 of not less than three business days to the Owner. Such inspections will be conducted in a reasonable manner and at reasonable times, as determined appropriate by the City. The purpose of the inspection is 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 Long Term Stormwater Management Plan.

#### **Section 6**

Notice of Deficiencies. If the City finds that the Stormwater Facilities contain any defects or are not being maintained adequately by Owner to the extent required herein, the City will send Owner written notice of the defects or deficiencies and provide Owner with a reasonable time, but not less than 60 days, to cure such defects or deficiencies, or such additional time as may be reasonably necessary provided Owner has commenced the cure of such deficiencies and is diligently prosecuting such cure to completion. Such notice must confirm delivery to the Owner or be sent certified mail to the Owner at the address listed on the Salt Lake County Tax Assessor.

#### **Section 7**

Owner to Make Repairs. The Owner must, 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 within the required cure period to ensure that the Stormwater Facilities are adequately maintained in a manner consistent with the Stormwater Management Plan and continue to operate as designed and approved for the Property. Notwithstanding the foregoing to the contrary, Owner shall not be required to repair, replace or maintain any damage to the Stormwater Facilities as a result of the acts of omissions of the City, its agents, employees or contractors. Additionally, the Owner shall not be required to increase the capacity of the Stormwater Facility for any future development which is not located on the Property.

### **Section 8**

City's Corrective Action Authority. In the event the Owner fails to adequately maintain the Stormwater Facilities in good working condition in accordance with this Agreement, after due notice of deficiencies as provided in Section 6 and failure to cure, then, upon Owner's failure to cure or correct within 30 days following a second notice delivered to Owner, the City may seek any combination of the following actions:

1. The City may require Owner to reimburse the City for any fines the City incurs as a result of the Owner's failure to abide by this Agreement.
2. In accordance with Midvale Municipal Code 5.04.020, the City may suspend or revoke Owner's business license.
3. In accordance with Midvale Municipal Code 13.16.130, the City may issue a citation punishable as a class B misdemeanor.
4. The City may pursue any remedy available under the City's Administrative Code Enforcement Program including, but not limited to, abating the violation.
5. The City may disconnect the facility storm drain connection after written notice to the Owner.

It is expressly understood and agreed that the City is under no obligation to maintain or repair the Stormwater Facilities, and this Agreement may not be construed to impose any such obligation on the City, except to the extent of any damage to the Stormwater Facilities caused by the acts or omissions of the City or its employees, agents or contractors. 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 9**

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, use of equipment, supplies, materials, and the like related to Owner's Stormwater Facilities, the Owner must reimburse the City upon demand, which demand shall include supporting invoices, within 30 days of receipt thereof for all actual costs incurred by the City. After said 30 days, such amount is deemed delinquent and is subject to interest at the rate of 10% per annum. Owner is also liable for any collection costs, including attorneys' fees and court costs, incurred by the City in collection of delinquent payments.

### **Section 10**

Successor and Assigns. This Agreement will be recorded in the Salt Lake County Recorder's Office and the covenants and agreements contained herein will run with the land. Whenever the Property is held, sold, conveyed or otherwise transferred, the transfer will be subject to the covenants, stipulations, agreements and provisions of this Agreement and will apply to, bind and be obligatory upon the Owner hereto, its successors and assigns, and will bind all present and subsequent owners of the Property described herein. In the event the Property is subdivided, each owner will only

be bound by this Agreement as to the owner's particular subdivided property. Upon the sale of the portion of the Property to a subsequent owner, the owner selling the Property, or subdivided portion thereof, shall be released from all obligations hereunder arising from and after the date of such sale with respect to the portion of the Property sold.

#### **Section 11**

**Severability Clause.** The provisions of this Agreement are 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 will not be affected thereby.

#### **Section 12**

**Utah Law and Venue.** This Agreement is 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 must be maintained in the appropriate court of competent jurisdiction in Salt Lake County, Utah.

#### **Section 13**

**Indemnification.** This Agreement imposes no liability of any kind whatsoever on the City. The Owner indemnifies and holds the City, its officials, officers, employees, and agents harmless for any damage, accident, casualty, occurrence, or claim which might arise or be asserted against the City from failure of Owner to comply with its obligations under this Agreement relating to the Stormwater Facilities on the Property. The Owner also indemnifies and holds the City, its officials, officers, employees, and agents harmless for any damage, accident, casualty, occurrence, or claim which may arise or be asserted against the City in the event the City utilizes any remedy under Section 8 of this Agreement.

#### **Section 14**

**Amendments.** This Agreement may not be modified except by written instrument executed by the City and the Owner of the Property at the time of modification. No modification is effective until recorded in the Salt Lake County Recorder's Office.

#### **Section 15**

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

### **Section 16**

Exhibit B. The Long Term Stormwater Management Plan (LTSWMP) must adapt to change in good judgment when site conditions and operations change and when existing programs are ineffective. Exhibit B will not be filed with the agreement at County Recorder but is included by reference and kept on file with the City Recorder. Revision applications must be filed with the City Engineering Division and amended into the LTSWMP on file with the Midvale City recorder.

LONG TERM STORMWATER MANAGEMENT PLAN AGREEMENT

SO AGREED this 20<sup>th</sup> day of December 2021.

PROPERTY OWNER

Holmes Jordan Bluff, LLC, by its General Manager Holmes Holmes, Inc.

By: [Signature] Title: TREASURER

By: \_\_\_\_\_ Title: \_\_\_\_\_

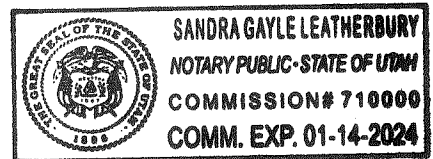
STATE OF UTAH )

:SS.

COUNTY OF SALT LAKE )

The above instrument was acknowledged before me by Daron Smith this 20<sup>th</sup> day of December, 2021.

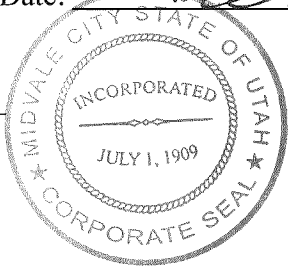
[Signature]  
Notary Public  
Residing in: SLC, Utah  
My commission expires: 1-14-2024



MIDVALE CITY

By: [Signature] Date: 20 Dec 2021  
Mayor Robert M. Hale

Attest: [Signature]  
Deputy City Recorder



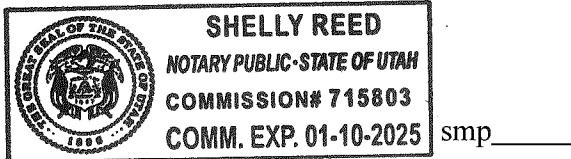
STATE OF UTAH )

:SS.

COUNTY OF SALT LAKE )

The above instrument was acknowledged before me by Robert M. Hale, this 20<sup>th</sup> day of December, 2021.

[Signature]  
Notary Public  
Residing in: SL County  
My commission expires: 1-10-2025



Attachments:

Exhibit A: Plat and Legal Description

Exhibit B: Stormwater Management Plan; Filed with Midvale City Recorder





EXHIBT "A"

Lots 1, 2, 3, 4, 5, 6, 7, 8, 13, 14, 16, 18 and the Private Road, Jordan Heights at View 78 Phase 1 Subdivision, Amending Lot 203 of Jordan Bluffs Lot 2 2<sup>nd</sup> Amended Subdivision, according to the plat thereof as recorded in the office of the Salt Lake County Recorder.

Tax I.D. No.: 21-35-426-004, 21-35-426-005, 21-35-426-006, 21-35-426-007, 21-35-426-008, 21-35-426-013, 21-35-426-014, 21-35-426-018, 21-35-426-017, 21-35-426-020, 21-35-426-010, 21-35-426-009

Units 101, 102, 201, 202, 203, 204, 301, 302, 303, 304 and Common Area, contained within the Jordan Heights at View 78 Phase 1A Condominium Project, amending Lot 10 of Jordan Heights at View 78 Phase 1 Subdivision, as the same is identified in the Record of Survey Map recorded in Salt Lake County, Utah on March 18, 2021, as Entry No. 13602058 in Book 2021P at Page 67 (as said Record of Survey Map shall have heretofore been amended or supplemented) and in the Declaration of Condominium for Jordan Bluffs Condominiums, recorded in Salt Lake, Utah on March 18, 2021 as Entry No. 13602060 in Book 11139 at Page 1444 (as said Declaration may have heretofore been amended or supplemented).

Tax I.D. No.: 21-35-427-001, 21-35-427-002, 21-35-427-003, 21-35-427-004, 21-35-427-05, 21-35-427-006, 21-35-427-007, 21-35-427-008, 21-35-427-09, 21-35-427-010, 21-35-427-011

Units 101, 102, 201, 202, 203, 204, 301, 302, 303, 304 and Common Area, contained within the Jordan Heights at View 78 Phase 1B Condominium Project, amending Lot 15 of Jordan Heights at View 78 Phase 1 Subdivision, as the same is identified in the Record of Survey Map recorded in Salt Lake County, Utah on March 18, 2021, as Entry No. 13602059 in Book 2021P at Page 68 (as said Record of Survey Map shall have heretofore been amended or supplemented) and in the Declaration of Condominium for Jordan Bluffs Condominiums, recorded in Salt Lake, Utah on March 18, 2021 as Entry No. 13602060 in Book 11139 at Page 1444 (as said Declaration may have heretofore been amended or supplemented).

Tax I.D. No.: 21-35-428-0001, 21-35-428-002, 21-35-428-003, 21-35-428-004, 21-35-428-005, 21-35-428-006, 21-35-428-007, 21-35-428-008, 21-35-428-009, 21-35-428-010, 21-35-428-011

Units 101, 102, 201, 202, 203, 204, 301, 302, 303, 304 and Common Area, contained within the Jordan Heights at View 78 Phase 1C Condominium Project, amending Lot 9 of Jordan Heights at View 78 Phase 1 Subdivision, as the same is identified in the Record of Survey Map recorded in Salt Lake County, Utah on March 18, 2021, as Entry No. 13692122 in Book 2021P at Page 158 (as said Record of Survey Map shall have heretofore been amended or supplemented) and in the Declaration of Condominium for Jordan Bluffs Condominiums, recorded in Salt Lake, Utah on March 18, 2021 as Entry No. 13602060 in Book 11139 at Page 1444 (as said Declaration may have heretofore been amended or supplemented).

Tax I.D. No.: 21-35-429-009, 21-35-429-010, 21-35-429-005, 21-35-429-006, 21-35-429-007,  
21-35-429-008, 21-35-429-001, 21-35-429-002, 21-35-429-003, 21-35-429-004,  
21-35-429-011

Units 101, 102, 201, 202, 203, 204, 301, 302, 303, 304 and Common Area, contained within the Jordan Heights at View 78 Phase 1D Condominium Project, amending Lot 17 of Jordan Heights at View 78 Phase 1 Subdivision, as the same is identified in the Record of Survey Map recorded in Salt Lake County, Utah on March 18, 2021, as Entry No. 13692123 in Book 2021P at Page 159 (as said Record of Survey Map shall have heretofore been amended or supplemented) and in the Declaration of Condominium for Jordan Bluffs Condominiums, recorded in Salt Lake, Utah on March 18, 2021 as Entry No. 13602060 in Book 11139 at Page 1444 (as said Declaration may have heretofore been amended or supplemented).

Tax I.D. No.: 21-35-430-001, 21-35-430-002, 21-35-430-003, 21-35-430-004, 21-35-430-005,  
21-35-430-006, 21-35-430-007, 21-35-430-008, 21-35-430-009, 21-35-430-010,  
21-35-430-011

Units 101, 102, 201, 202, 203, 204, 301, 302, 303, 304 and Common Area, contained within the Jordan Heights at View 78 Phase 1E Condominium Project, amending Lot 12 of Jordan Heights at View 78 Phase 1 Subdivision, as the same is identified in the Record of Survey Map recorded in Salt Lake County, Utah on September 23rd, 2021, as Entry No. 13780989 in Book 2021P at Page 240 (as said Record of Survey Map shall have heretofore been amended or supplemented) and in the Declaration of Condominium for Jordan Bluffs Condominiums, recorded in Salt Lake, Utah on March 18, 2021 as Entry No. 13602060 in Book 11139 at Page 1444 (as said Declaration may have heretofore been amended or supplemented).

Tax I.D. No.: 21-35-431-002, 21-35-431-003, 21-35-431-004, 21-35-431-005, 21-35-431-006,  
21-35-431-007, 21-35-431-008, 21-35-431-09, 21-35-431-010, 21-35-431-011, 21-  
35-431-001

Units 101, 102, 201, 202, 203, 204, 301, 302, 303, 304 and Common Area, contained within the Jordan Heights at View 78 Phase 1F Condominium Project, amending Lot 11 of Jordan Heights at View 78 Phase 1 Subdivision, as the same is identified in the Record of Survey Map recorded in Salt Lake County, Utah on September 23rd, 2021, as Entry No. 13780990 in Book 2021P at Page 241 (as said Record of Survey Map shall have heretofore been amended or supplemented) and in the Declaration of Condominium for Jordan Bluffs Condominiums, recorded in Salt Lake, Utah on March 18, 2021 as Entry No. 13602060 in Book 11139 at Page 1444 (as said Declaration may have heretofore been amended or supplemented).

Tax I.D. No.: 21-35-432-002, 21-35-432-007, 21-35-432-003, 21-35-432-008, 21-35-432-004,  
21-35-432-009, 21-35-432-005, 21-35-432-010, 21-35-432-004, 21-35-432-011,  
21-35-432-001



# STORMWATER MANAGEMENT PLAN

*Project:*

**Jordan Bluffs Holmes Homes  
Condominiums Phase 1**  
752 West Bingham Junction Boulevard  
Midvale, Utah

*Project Number:* 7058E

*Prepared For:*

**Holmes Homes**  
126 W Segoe Lily Drive, Suite 250  
Sandy, Utah 84070

*Date:*

December 16, 2021

*Prepared By:*

**Ian Maerki, EIT**

*Reviewed By:*

**Brady Morris, PE**

**ENSIGN**  
THE STANDARD IN ENGINEERING

**Ensign Engineering**

45 West 10000 South, Suite 500  
Sandy, Utah 84070  
P: (801) 255-0529  
F: (801) 255-4449  
ensigneng.com

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## **SECTION 1: PURPOSE AND RESPONSIBILITY**

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**

| <b>Pollutant Sources</b>       | 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 24" 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.. 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 site's stormwater system consists of mostly curb and gutter and underground piping as well as a detention pond. All stormwater is conveyed to the underground piping before being ultimately conveyed to the detention pond, before being discharged into Salt Lake County's storm drain system. Additionally, throughout the site there are various storm drain inlet boxes and drainage swales 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 and swales 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 ensure all inlet boxes are cleared of all debris and obstructions that 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

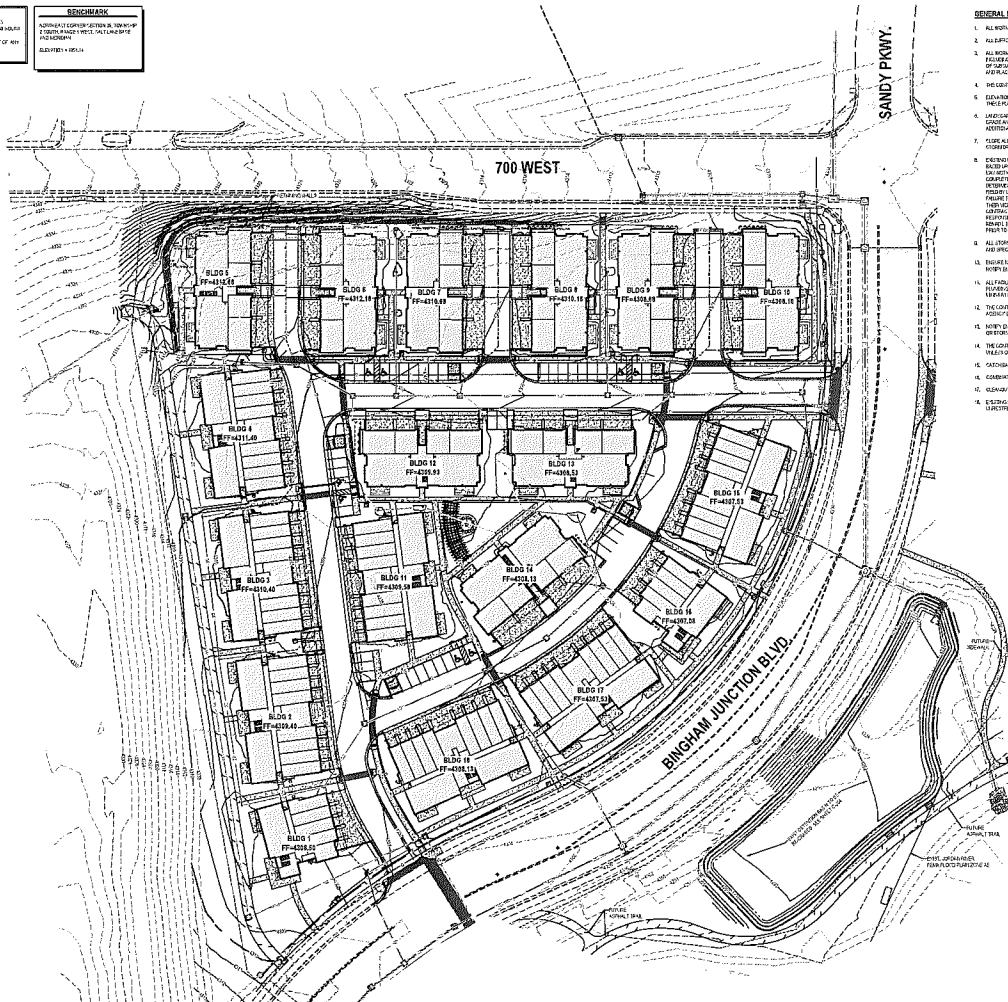
Appendix C- SWMP Recordkeeping Documents

## APPENDIX A – SITE DRAWINGS AND DETAILS

SWMP 12/16/2021

**811** CALL BEFORE YOU DIG  
 24 HOURS A DAY  
 1-800-4-A-SHovel

**BENCHMARK**  
 APPROXIMATE ELEVATION AND LOCATION OF BENCHMARK  
 APPROXIMATE ELEVATION AND LOCATION OF BENCHMARK  
 APPROXIMATE ELEVATION AND LOCATION OF BENCHMARK



- GENERAL NOTES**
1. ALL WORK TO BE IN ACCORDANCE WITH THE UTAH CONSTRUCTION CODE AND ALL APPLICABLE LOCAL ORDINANCES.
  2. ALL EXISTING UTILITIES SHALL BE PROTECTED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
  3. ALL EXISTING UTILITIES SHALL BE PROTECTED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
  4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL JURISDICTIONS.
  5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL JURISDICTIONS.
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  20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL JURISDICTIONS.

**ENSIGN**  
 THE DESIGN BUILDERS

**SALT LAKE CITY**  
 4510 1000 S. 1400 E  
 SALT LAKE CITY, UT 84115  
 Phone: 313.252.2525

**LAYTON**  
 Phone: 313.547.1100

**TODDLE**  
 Phone: 435.462.2558

**CEGAR CITY**  
 Phone: 435.855.1453

**RICHFIELD**  
 Phone: 313.548.2813

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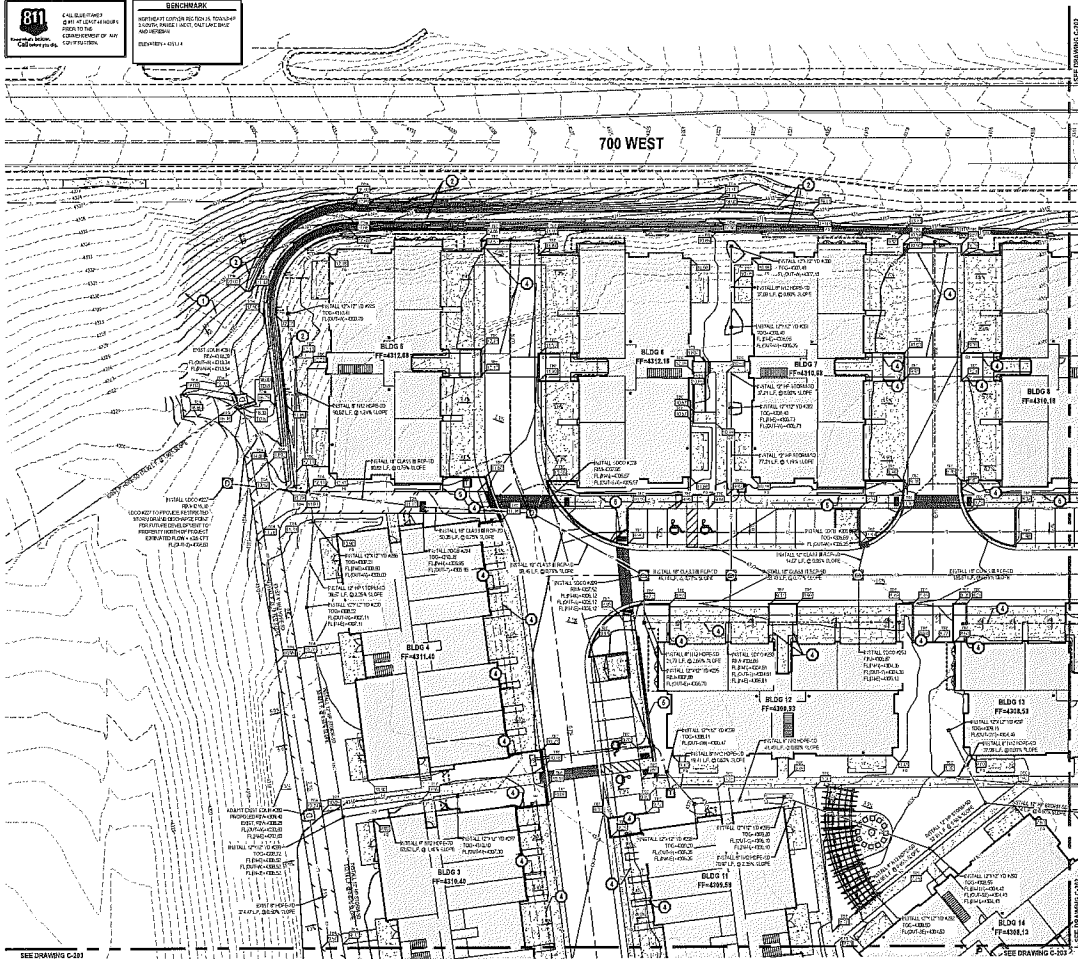
**JORDAN BLUFFS HOLMES HOMES  
 CONDOMINIUMS PHASE 1**  
 752 WEST BINGHAM JUNCTION BOULEVARD  
 MIDVALE, UTAH

**OVERALL GRADING PLAN**

**C-200**

**811** CALL BEFORE YOU DIG  
 800-4-A-SHIELD  
 800-427-4743  
 www.811.org

**BENCHMARK**  
 NORTHWEST CORNER OF BUILDING 1000000  
 4300.000 N 1000000.000 W  
 ELEVATION = 4300.00



- GENERAL NOTES**
1. ALL WORK TO BE DONE WITHIN THE EXISTING RIGHT-OF-WAY, UNLESS OTHERWISE SPECIFIED.
  2. ALL EXISTING UTILITIES SHALL BE MAINTAINED UNLESS OTHERWISE SPECIFIED.
  3. ALL NEW UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE UTILITY CODES AND SPECIFICATIONS OF THE APPLICABLE JURISDICTION. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE UTILITY CODES AND SPECIFICATIONS OF THE APPLICABLE JURISDICTION. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE UTILITY CODES AND SPECIFICATIONS OF THE APPLICABLE JURISDICTION.
  4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPLICABLE JURISDICTIONS.
  5. LANDSCAPE MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE LANDSCAPE CODES AND SPECIFICATIONS OF THE APPLICABLE JURISDICTION.
  6. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE UTILITY CODES AND SPECIFICATIONS OF THE APPLICABLE JURISDICTION.
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**SCOPE OF WORK:**  
 PROVIDE ALL NECESSARY GRADING AND DRAINAGE WORK FOR THE ENTIRE PROJECT. THIS INCLUDES BUT IS NOT LIMITED TO: EXISTING AND PROPOSED GRADING, DRAINAGE, AND UTILITY WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPLICABLE JURISDICTIONS.

**ENSIGN**  
 THE STANDARD IN ENGINEERING

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CEAR CITY  
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REGISTERED PROFESSIONAL ENGINEER  
 STATE OF UTAH  
 LICENSE NO. 48760

**JORDAN BLUFFS HOLMES HOMES  
 CONDOMINIUMS PHASE 1**

752 WEST BINGHAM JUNCTION BOULEVARD  
 MIDVALE, UTAH

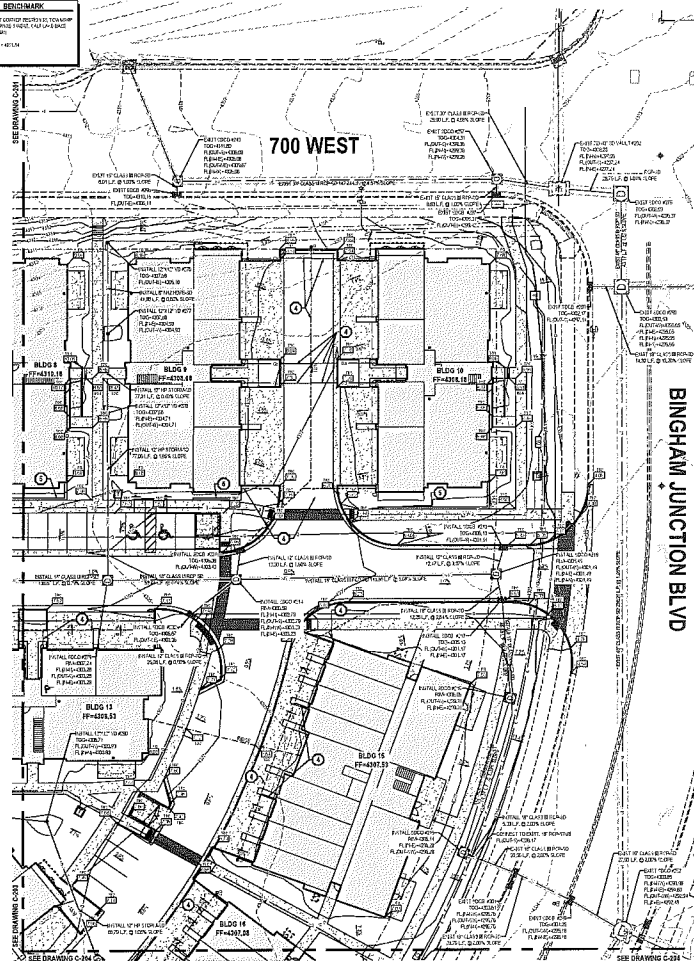
**GRADING AND DRAINAGE PLAN**

DATE: 11/11/2021  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 SCALE: AS SHOWN

**C-201**

**811** CALL BEFORE YOU DIG  
 FROM THE COMMUNITY OF UTAH  
 FOR THE LOCATION OF ANY UTILITIES

**BENCHMARK**  
 1. METRIC ELEVATION REPORTS TO BE OBTAINED  
 2. ELEVATION SHALL BE TO THE FACE OF THE  
 CONCRETE  
 ELEVATION - 457.00



- GENERAL NOTES**
1. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2015 UTAH CONSTRUCTION CODE.
  2. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2015 UTAH CONSTRUCTION CODE.
  3. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2015 UTAH CONSTRUCTION CODE.
  4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
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- SCOPE OF WORK**
1. PROVIDE ALL NECESSARY CONSTRUCTION SERVICES FOR THE PROJECT.
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  19. PROVIDE ALL NECESSARY CONSTRUCTION SERVICES FOR THE PROJECT.
  20. PROVIDE ALL NECESSARY CONSTRUCTION SERVICES FOR THE PROJECT.

**EN SIGN**  
 THE STANDARD IN ENGINEERING

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**LAYTON**  
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**YOGEE**  
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**CEDAR CITY**  
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**RICHFIELD**  
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**JORDAN BLUFFS HOLMES HOMES  
 CONDOMINIUMS PHASE 1**  
 752 WEST BINGHAM JUNCTION BOULEVARD  
 MIDVALE, UTAH

**GRADING AND DRAINAGE PLAN**

**C-202**







## APPENDIX B – SOPs

## 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
  - a. Inform home owners 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 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.
  - 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.
7. Deicing and Salt Storage for snow removal  
Deicing chemicals and salt for deicing shall not be stored on site and shall be brought on site as needed by maintenance and snow removal company.

## 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.
- 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 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. 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 "SWMP 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 after each maintenance event.
    - 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 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
  - a. 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.
  - 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 yard areas due to wind-blown debris.
  - c. 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.
  - 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 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.
    - 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 "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
    - a. 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 ensure 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.
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.
    - 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 "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.