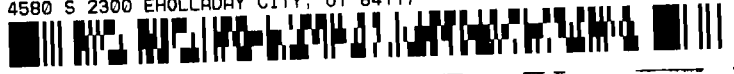


13884423 B: 11302 P: 3620 Total Pages: 33  
02/03/2022 04:49 PM By: salvarado Fees: \$0.00  
AGREE - AGREEMENT  
Rashelle Hobbs, Recorder, Salt Lake County, Utah  
Return To: CITY OF HOLLADAY  
4580 S 2300 E HOLLADAY CITY, UT 84117



**When recorded, mail to:**

City of Holladay  
Planning Department  
4580 S 2300 E  
Holladay, UT 84117

Affects Parcel No(s): 2204405006; 2204405007; 2204405009

**LONG-TERM STORMWATER MANAGEMENT AGREEMENT**

This Long-Term Stormwater Management Agreement ("Agreement") is made and entered into this 24 day of November, 2021, by and between the City of Holladay, a Utah municipal corporation ("City"), and Bermondsey Partners, LLC, a 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 MS4, as set forth in the Title 17 Stormwater Management Regulations Ordinance, 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; 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 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, 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, ("Long Term Stormwater Management Plan") more particularly shown in Exhibit "B" on file with the City Recorder and,

WHEREAS, a condition of Development Plan approval, and as required as part of the City's 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**

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 system and appurtenance 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 MS4 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, 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 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<sup>th</sup> 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 not less than three business days to the Owner. 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 on the County Tax Assessor.

#### **Section 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 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, after due notice of deficiencies as provided in Section 5 and failure to cure, then, upon Owner's failure to cure or correct within thirty days following a second notice delivered to Owner, the City may issue a Citation punishable as a Misdemeanor in addition to any State or EPA fine. The City may also give written notice that the facility storm drain connection will be disconnected. Any damage resulting from the disconnection is subject to the foregoing cure periods. 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, 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. 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 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. The City of Holladay and Owner agree that all agreements made under this agreement are transferable, and the City of Holladay will accept transfer of this Agreement to a future Owner or Home Owners Association, who will then be responsible for all agreements made with Owner herein upon transfer of title to Property.

### **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, and the Owner agrees to hold the City harmless from any liability in the event the Stormwater Facilities fail to operate properly. The Owner shall indemnify and hold the City harmless for any and all damages, accidents, casualties, occurrences, or claims 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.

### **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 Salt Lake 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. 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 of Holladay and amended into the LTSWMP on file with the City of Holladay City recorder.

LONG-TERM STORMWATER MANAGEMENT PLAN AGREEMENT

SO AGREED this 30<sup>th</sup> day of NOVEMBER 2021.

PROPERTY OWNER BERMONDSEN PARTNERS, LLC  
By: [Signature] Title: MANAGER  
By: \_\_\_\_\_ Title: \_\_\_\_\_

STATE OF UTAH )  
 ) :SS.  
COUNTY OF Salt Lake )

The above instrument was acknowledged before me by KENNETH LUDLOW, this 30 day of NOVEMBER, 2021.

[Signature]  
Notary Public  
Residing in: Salt Lake  
My commission expires: 3-16-2024



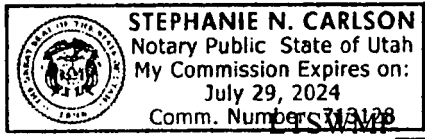
Holladay CITY  
By: [Signature] Date: 12/28/21  
City Manager \_\_\_\_\_

Attest: [Signature]  
City Recorder

STATE OF UTAH )  
 ) :SS.  
COUNTY OF \_\_\_\_\_ )

The above instrument was acknowledged before me by GINA CHAMNESS, this 28 day of December, 2021.

[Signature]  
Notary Public  
Residing in: Holladay  
My commission expires: 7-29-2024



## **EXHIBIT A**

Bermondsey Place Subdivision  
Legal Description  
October 1, 2021

A TRACT OF LAND DESCRIBED IN THAT WARRANTY DEED RECORDED AS ENTRY NO. 13692486 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER AND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY RIGHT OF WAY LINE OF HIGHLAND DRIVE (AN 80 FOOT WIDE STREET); SAID POINT BEING SOUTH 16°02'10" EAST 425.11 FEET ALONG THE MONUMENT LINE AND NORTH 73°57'50" EAST 40.00 FEET FROM THE STREET MONUMENT AT THE INTERSECTION OF 4500 SOUTH AND HIGHLAND DRIVE; AND RUNNING THENCE NORTH 88°59'20" EAST 148.39 FEET (RECORD: SOUTH 89°25'20" EAST 201.16'±) TO THE WESTERLY LINE OF TANGLEWOOD CONDOMINIUM RECORDED OCTOBER 29, 1970, AS ENTRY NO. 2356148, IN BOOK II, AT PAGE 25, AT THE SALT LAKE COUNTY RECORDER'S OFFICE; THENCE NORTH 06°42'50" WEST 2.67 FEET MORE OR LESS TO A VINYL FENCE LINE AS SHOWN ON THAT RECORD OF SURVEY PLAT FILED BY BENCHMARK CIVIL AS S2021-09-0541 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER; THENCE ALONG SAID VINYL FENCE LINE THE FOLLOWING SIX (6) COURSES: 1) NORTH 87°20'34" EAST 68.22 FEET; 2) SOUTH 00°16'30" WEST 89.29 FEET (RECORD: SOUTH 00°07'00" EAST 88.17'); 3) NORTH 88°30'00" EAST 27.92 FEET; 4) SOUTH 04°38'14" EAST 67.04 FEET (RECORD: SOUTH 09°22'30" EAST 62.72'±); 5) NORTH 89°04'10" EAST 29.54 FEET; 6) SOUTH 00°27'48" EAST 54.25 FEET TO THE NORTHERLY LINE OF CHASE OF HOLLADAY CONDOMINIUMS RECORDED NOVEMBER 26, 2003 AS ENTRY NO. 8909131 IN BOOK 2003P AT PAGE 371, AT THE SALT LAKE COUNTY RECORDER'S OFFICE; THENCE SOUTH 89°00'00" WEST 224.73 FEET (RECORD: SOUTH 88°47'07" WEST 205.24'±) ALONG SAID NORTHERLY LINE TO SAID EASTERLY LINE OF HIGHLAND DRIVE; THENCE ALONG SAID EASTERLY LINE THE FOLLOWING TWO (2) COURSES: 1) NORTHWESTERLY 162.12 FEET ALONG THE ARC OF A 3072.36 FOOT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 3°01'24", CHORD BEARS NORTH 14°31'28" WEST 162.10 FEET; 2) NORTH 16°02'10" WEST 49.66 FEET (RECORD: NORTH 16°02'10" EAST 45.14') TO THE POINT OF BEGINNING.

THE BASIS OF BEARING FOR THE ABOVE DESCRIPTION IS SOUTH 09°46'10" EAST, BETWEEN A RING & LID STREET MONUMENT AT HIGHLAND DRIVE AND 4550 SOUTH, AND A RING & LID STREET MONUMENT AT HIGHLAND DRIVE AND 4610 SOUTH.

DESCRIPTION CONTAINS 1.02 ACRES.





## EXHIBIT A

All parcels of  
Bermondsey Place Subdivision  
Located in the southeast quarter of Section 4, Township 2 South, Range 1 East,  
Salt Lake Base and Meridian

## EXHIBIT B

### Long-Term Stormwater Management Plan

for:

Bermondsey Place Subdivision  
4545, 4549 & 4551 Highland Drive  
Holladay, UT, 84117

Bermondsey Partners, LLC.  
9055 South 1300 East Suite 104  
Sandy, UT, 84094

## **PURPOSE AND RESPONSIBILITY**

As required by the Clean Water Act and resultant local regulations, including City of Holladay 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, groundwater and generate loose litter must be prohibited, unless SOPs are written to manage those activities or operations, and amended into this LTSWMP.

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**

Our site infrastructure is limited at controlling and containing pollutants. If our property and operations are managed improperly we will contaminate our water resources. This LTSWMP includes standard operations procedures (SOP)s intended to compensate for the limitations of our site infrastructure and direct our maintenance operations to responsibly manage our grounds. SOPs are filed in appendix B.

### **Parking, Sidewalk and flatwork**

Site includes a private lane and private driveways, but no sidewalks. These combined with new building areas create a significant amount of impervious infrastructure generating runoff, which is collected in the stormwater system.

Any sediment, leaves, debris, spilt fluids or other waste that collects on our parking lots will be carried by runoff to our storm drain inlets. This waste material will settle in our storm drain system increasing maintenance cost and solid and dissolved waste in our runoff can pass through our system.

Maintenance involves regular sweeping, but it can also involve pavement washing to remove stains, slick spots and improve appearance when necessary. Use our Pavement Maintenance and the Pavement Washing SOPs to manage pollutants that collect on our pavements.

### **Landscaping**

Our landscape operations can result in sticks, branches, dirt, mulch, fertilizers, pesticides and other pollutants to fall or be left on our paved areas. This waste material will settle in our storm drain system increasing maintenance cost and solid and dissolved waste in our runoff can pass through our storm drain system. It is vital that our paved areas with direct connection to the Holladay City storm drain systems remain clean of landscape debris.

Use our Landscape Maintenance SOP to prevent this potential pollution source from affecting the city storm drain system.

### **Flood and Water Quality Control System**

Our flood and water quality control system includes directing runoff into landscaping swales and open landscaping areas. Directing runoff to our landscape areas is a low impact system intended to trap and treat our urban pollutants on the surface to protect downstream water resources. Runoff from roof drains and landscaping areas are directed to two (2) sumps which infiltrate into the ground. Infiltrating some of our runoff helps keep streams and rivers clean but if we are not careful can contaminate groundwater. Runoff from driveways and the private lane reach inlet boxes that discharge into an irrigation canal, which gave permission to accept this extra flow. Said irrigation canal was realigned as part of this subdivision project.

### **Storm Drain System**

The sites storm water system includes catch basins that drain into the irrigation canal, and sumps that collect runoff from landscape areas and building roof drains. It is possible for dissolved pollutants to enter the irrigation canal. Is it possible for dissolved pollutants to collect in the storm drain sumps.

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

Salt is a necessary pollutant and is vital to ensuring a safe parking and pedestrian walkways. However, salt and other ice management chemicals if improperly managed will unnecessarily increase our salt impact to our own vegetation and local water resources. Much of the runoff drains to our landscape swales. We need to minimize salt to maintain healthy root systems needed for optimum infiltration rates.

## **SECTION 2: TRAINING**

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

## **SECTION 3: RECORDKEEPING**

Maintain records of operation and maintenance activities in accordance with SOPs. Mail a copy of the record to Holladay City Stormwater Department annually.

## **SECTION 4: APPENDICES**

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

NO.	DESCRIPTION	DATE	APP'D

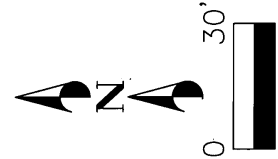
SCALE: 1"=30'  
 DESIGNED BY: RK  
 CHECKED BY: RPB  
 DRAWN BY: RPB  
 SURVEY BY: PFC/CRW  
 DATE: 11/21

**PEPG CONSULTING**  
 8720 SOUTH 300 WEST • SANDY, UT 84070  
 PHONE: (801) 562-2821 • FAX: (801) 562-2851  
 CIVIL ENGINEERING • LAND SURVEYING • PROJECT MANAGEMENT  
 INSPECTIONS • MATERIALS TESTING

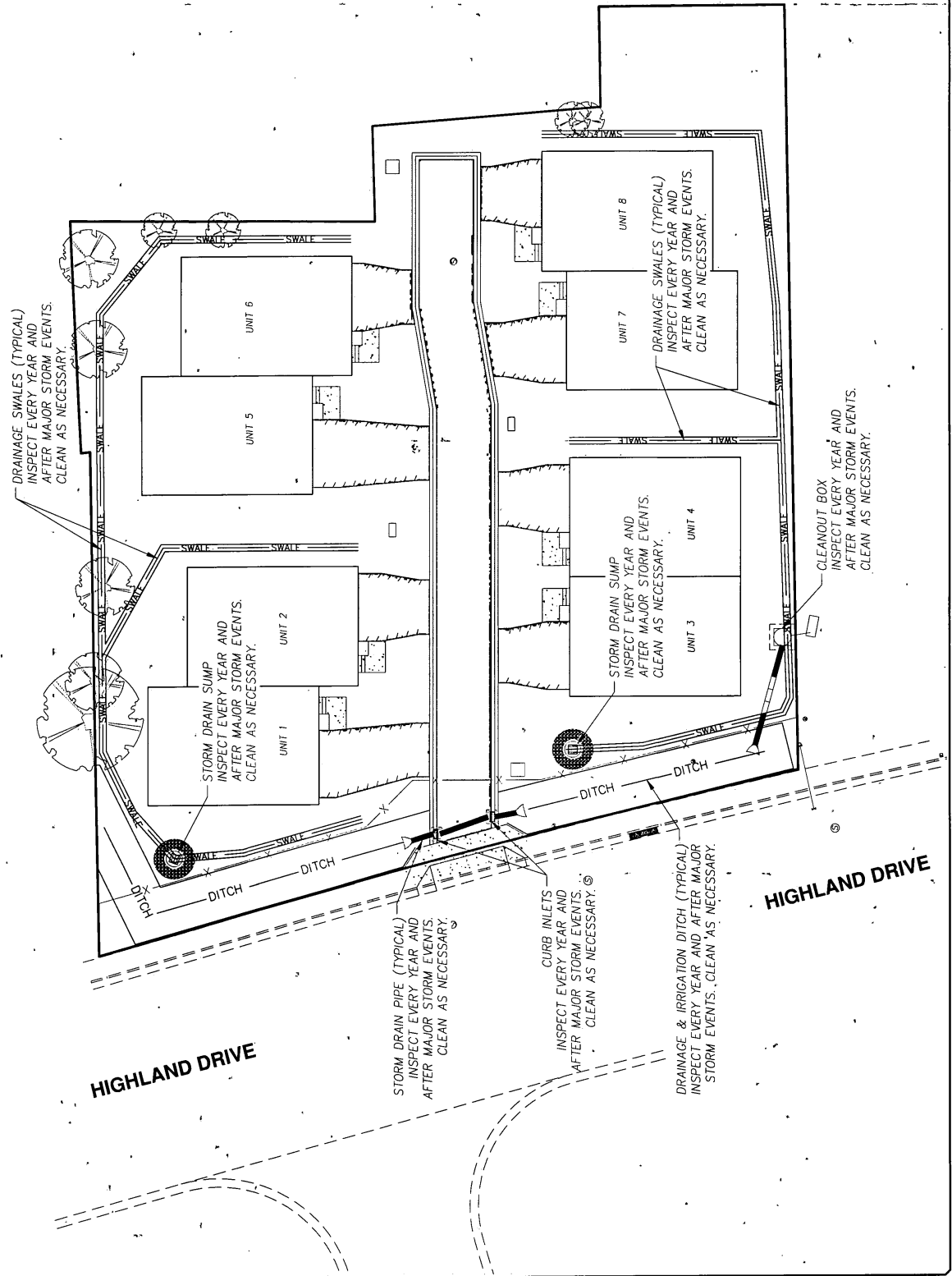
**BERMONDSEY PLACE**  
**STORMWATER PLAN**  
 DWG. NUMBER: 61322.2011  
 PROJECT NUMBER: 11302.P.3635  
 LAST REVISION: NOVEMBER 19, 2021

HOLLADAY  
 CITY

SHEET NO. **1**



**APPENDIX A**      **EXHIBIT B**





## APPENDIX B – SOPs

### General

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

### Stormwater System Maintenance

Contributing catch basins, swales, and gutters flowing into this basin need periodic maintenance to ensure the entire system functions as intended. The property owner shall follow the maintenance schedule summarized in Table 1. The maintenance log covering these requirements shall be kept current. Note that a large storm event is defined as precipitation over 0.5” from a single storm.

Table 1: Storm Drainage Maintenance Plan Summary

Drainage System Component	Maintenance Requirements
Catch Basins, Sumps & Inline Drains	Inspect quarterly and after large storm events: <ul style="list-style-type: none"> <li>• Remove debris larger than 1” in any dimension.</li> <li>• Remove sediment if more than 6” deep.</li> <li>• Repair any damage to the basin/drain</li> </ul>
Other Surface Drainage	Inspect quarterly and after large storm events: <ul style="list-style-type: none"> <li>• Clean off debris and sediment from all improved areas.</li> <li>• Repair erosion or other damage to slopes and other improvements.</li> </ul>
Drainage Swales	Inspect annually <ul style="list-style-type: none"> <li>• Repair erosion or other damage to swales to ensure proper channelized flow.</li> </ul>

## **Pavement Sweeping**

### **General:**

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

### **1. Purpose:**

- a) Reduce stormwater pollution by sweeping and removing pollutants that will be carried to City stormwater systems during stormwater runoff or by non stormwater runoff.
- b) The sweeper is intended for removing material that collect on pavements by use and the natural degradation of pavements, ie. material that collect, drop from vehicles and the natural erosion and breaking up of pavements.

### **2. Regular Procedure:**

- a) Remain aware of minor sediment/debris and hand sweep or remove material by other means as needed. Significant deposits will likely collect in autumn with leaf fall and early spring after winter thaw. Usually sweeping machinery is the best tool for this application.
- b) Regularly manage outside activities that spread fugitive debris on our pavements. This involves outside functions including but not limited to: Yard sales, yard storage, fund raisers, etc.
- c) Do not allow car wash fund raiser or other related activities. Detergents will damage water resources and washed pollutants will fill our storm drain system and drain into the ground which we are responsible.

### **4. Disposal Procedure:**

- a) Dispose of hand collected material in dumpster
- b) Use licensed facilities when haul off is necessary

### **5. Training:**

- a) Annually and at hire
- b) Inform staff and service contractors when incorrect SOP implementation is observed.

## Landscape Maintenance

### General:

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

**Rule: Prevent any solids, liquids or any light weight material from being carried away from the construction or maintenance envelop by wind or water.**

### 1. Application:

- a) This SOP should provide sufficient direction for many of the general landscaping operations, e.g., fertilizer and pesticide applications, weeding, tree trimming, digging, sprinkler repairs, varying landscape cover management, etc.

### 2. Maintenance Procedure:

- a) Grooming
  - Fertilizer Operation – Prevent overspray. Sweep or blow fertilizer onto vegetated ground immediately following operation.
  - Pesticide Operations – Prevent overspray, use spot treatment, sweep or blow dry pesticide onto vegetated ground immediately following operation.
- b) Remove or contain all erodible or loose material prior forecast wind and precipitation events, before any non-stormwater will pass through and over the project site and at end of work period. Light weight debris and landscape materials can require immediately attention when wind expected.
- c) Landscape project materials and waste can usually be contained or controlled by operational best management practices.
  - Operational; including but not limited to:
    - Strategic staging of materials eliminating exposure, such as not staging on pavement
    - Avoiding multiple day staging of landscaping backfill and spoil on pavements
    - Haul off spoil as generated or daily
    - Scheduling work when weather forecast are clear.
- d) Cleanup:
  - Use dry cleanup methods, e.g. square nose shovel and broom and it is usually sufficient when no more material can be swept onto the square nosed shovel.
  - Power blowing tools

**3. Waste Disposal:**

- a) Dispose of waste according to General Waste Management SOP, unless superseded by specific SOPs for the operation.

**4. Equipment:**

- a) Tools sufficient for proper containment of pollutants and cleanup.
- b) Push broom and square blade shovel should be a minimum.

**5. Training:**

- a) Annually and at hire
- b) Landscape Service Contractors must have equal or better SOPs.

## Flood and Water Quality System

### General:

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

### 1. Purpose:

- a) Any liquids or dissolved pollutants can increase the risk for contaminating groundwater for which we are responsible.
- b) During very intense storm events pollutants in excess runoff can by-pass our system increasing risk of contaminating groundwater and the Holladay City stormwater system.

### 2. Inspections:

- a) Inspect underground infiltration system (sumps) for water. Water should not remain for more than 48 hours. Contact an engineer or equal industry with adequate knowledge when water is not draining.
- b) Inspect underground infiltration system for sediment accumulations. Remove sediment and debris accumulation when volume capacities drop below 90%. Removal will require hydro-vacuum machinery.
- c) Inspect for sediment accumulations in above ground detention and retention infrastructure. Remove sediment and debris accumulation when volume capacities drop below 90%.
- d) Inspect low impact flood control swale and landscape area infrastructure for sediment accumulation. Remove sediment accumulation when volume capacities drop below 90%.
- e) Inspect low impact flood control swale and landscape area for adequate drainage and vegetation coverage. Poor drainage can be improved by maintaining healthy plant root systems.
- f) Regularly remove trash and debris from above ground detention/retention and low impact flood control swale and landscape infrastructure. Remove accumulations with regular grooming operations.

### 2. Disposal Procedure:

- a) Remove and dispose sediment and debris at licensed facilities.
- b) Disposal of hazardous waste
  1. Dispose of hazardous waste at regulated disposal facilities. Follow SDS Sheets. Also see Waste Management and Spill Control SOP

**3. Training:**

- a) Annually and at hire
- b) Inform staff and service contractors when incorrect SOP implementation is observed.

## **Storm Drain Maintenance Operations**

### **General:**

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

### **1. Procedure:**

- a) Inspect for need:
  - 1. Schedule cleaning for boxes and pipe that contain 2" or more of sediment and debris.
  - 2. Remove debris by vacuum operated machinery.
  - 3. When accumulations are mostly floating debris this material can be removed with a net.
  - 4. Inspect standing water for mosquito larvae and contact the Holladay City Health Department when necessary.

### **2. Disposal Procedure:**

- c) Dispose of waste collected by machinery at regulated facilities.
- d) Floating materials and floating absorbent materials may be disposed in dumpster when dried out. Dry dirt and slurry may also be disposed in the dumpster.
- e) Disposal of hazardous waste
  - 2. Dispose of hazardous waste at regulated disposal facilities, see Waste Management and Spill Control SOP
- f) Disposal of waste collected from sanitary sewer device at regulated facilities.

### **3. Training:**

- c) Annually and at hire

## **Pavement Washing**

### **General:**

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

### **1. Purpose:**

- a) Pavement washing involving detergents can potentially contaminate groundwater with phosphates and with whatever we are washing.
- b) Pavement washing can fill our low impact flood control swale and landscape area, oil/sediment/trash traps and infiltration system with detergents, including sediment and debris increasing our maintenance cost.

### **2. Procedure:**

- a) Prevent waste fluids and any detergents if used from entering storm drain system. The following methods are acceptable for this operation.
  - Dam the inlet using a boom material that seals itself to the pavement and pick up the wastewater with shop-vacuum or absorbent materials.
  - Collect wastewater with shop-vacuum simultaneous with the washing operation.
  - Collect wastewater with vacuum truck or trailer simultaneous with the washing operation.
- b) This procedure must not used to clean the initial spills. First apply the Spill Containment and cleanup SOP following by pavement washing when desired or necessary.

### **3. Disposal Procedure:**

- a) Small volumes of diluted washing waste can usually be drained to the local sanitary sewer. Contact the INSERT NAME OF LOCAL SEWER DISTRICT.
- b) Large volumes must be disposed at regulated facilities.

### **4. Pavement Cleaning Frequency:**

- a) There is no regular pavement washing regimen. Pavement washing is determined by conditions that warrant it, including but not limited to: prevention of slick or other hazardous conditions or restore acceptable appearance of pavements.

### **5. Training:**

- a) Annually and at hire
- b) Inform staff and service contractors when incorrect SOP implementation is observed.



## **Snow and Ice Removal Management**

### **General:**

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

### **1. Purpose:**

- a) Salt and other ice management chemicals if improperly managed will unnecessarily increase our salt impact to our own vegetation and local water resources.
- b) We need to maintain healthy root systems to help maintain optimum infiltration rates.

### **2. De-Icing Procedure:**

- a) Do not store or allow salt or equivalent to be stored on outside paved surfaces.
- b) Minimize salt use by varying salt amounts relative to hazard potential.
- c) Sweep excessive piles left by the spreader.
- d) Watch forecast and adjust salt amounts when warm ups are expected the same day.

### **3. Training:**

- a) Annually and at hire.
- b) Require snow and ice service contractors to follow the stronger this SOP and their company SOPs.

## General Construction Maintenance

### General:

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

### 1. Purpose:

- a) Any sediment, debris, or construction waste will fill in our landscaping swales, sediment/trash traps and our underground infiltration system increasing our maintenance cost.

### 2. Construction Procedure:

- a) Remove or contain all erodible or loose material prior forecast wind and precipitation events or before non-stormwater will pass through the project site. For light weight debris maintenance can require immediately attention for wind and runoff events. Many times daily maintenance is necessary or as needed per random, precipitation or non-stormwater events.
- b) Project materials and waste can be contained or controlled by operational or structural best management practices.
  - Operational; including but not limited to:
    - Strategic staging of materials eliminating exposure, such as not staging on pavement
    - Avoiding multiple day staging of backfill and spoil
    - Haul off spoil as generated or daily
    - Schedule work during clear forecast
  - Structural; including but not limited to:
    - Inlet protection, e.g. wattles, filter fabric, drop inlet bags, boards, planks
    - Gutter dams, e.g. wattles, sandbags, dirt dams
    - Boundary containment, e.g. wattles, silt fence
    - Dust control, e.g. water hose,
    - Waste control, e.g. construction solid or liquid waste containment, dumpster, receptacles
- c) Inspection often to insure the structural best management practices are in good operating condition and at least prior to the workday end. Promptly repair damaged best management practices achieving effective containment.
- d) Cleanup:
  - Use dry cleanup methods, e.g. square nose shovel and broom.

- Wet methods are allowed if wastewater is prevented from entering the stormwater system, e.g. wet/dry vacuum, disposal to our landscaped areas.
- e) Cleanup Standard:
  - When a broom and a square nosed shovel cannot pick any appreciable amount of material.

**3. Waste Disposal:**

- a) Dispose of waste according to General Waste Management SOP, unless superseded by specific SOPs for the operation.
- b) Never discharge waste material to storm drains

**4. Equipment:**

- a) Tools sufficient for proper containment of pollutants and cleanup.
- b) Push broom and square blade shovel should be a minimum.

**5. Training:**

- a) Annually and at hire.
- b) Require snow and ice service contractors to follow the stronger this SOP and their company SOPs.

## Spill Control

### General:

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

### 1. Purpose:

- a) Spilt liquids and solids will reach our low impact flood control landscaping areas, oil/sediment/trash traps and infiltration system potentially contaminating groundwater which we are responsible.
- b) It is vital we contain all spills on the surface. Spills reaching our underground flood control storage system (sumps) can result in expensive spill mitigation, including potential tear out and replacement.

### 2. Containment Procedure:

- a) Priority is to dam and contain flowing spills.
- b) Use spill kits booms if available or any material available to stop flowing liquids; including but not limited to, nearby sand, dirt, landscaping materials, etc.
- c) Hazardous or unknown waste material spills
  1. Critical Emergency constitutes large quantities of flowing uncontained liquid that people at risk or reach storm drain systems. Generally burst or tipped tanks and containment is still critical. Call HAZMAT, DWQ, Salt Lake County Health Department, Holladay City.  
Also report spills to DWQ of quantities of 25 gallons and more and when the spill of lesser quantity causes a sheen on downstream water bodies.
  2. Minor Emergency constitutes a spill that is no longer flowing but has reached a storm drain and adequate cleanup is still critical. Call Salt Lake County Health Department, Holladay City.
  3. Spills that are contained on the surface, typically do not meet the criteria for Critical and Minor Emergencies and may be managed by the responsible implementation of this SOP.
  4. Contact Numbers:  
HAZMAT - 911  
DWQ – 801-231-1769, 801-536-4123, 801-536-4300  
Salt Lake County Health Department – (385) 468-4100  
Holladay City – 801-272-9450

### 3. Cleanup Procedure:

- a) NEVER WASH SPILLS TO THE STORM DRAIN SYSTEMS.

- b) Clean per SDS requirements but generally most spills can be cleaned up according to the following:
- Absorb liquid spills with spill kit absorbent material, sand or dirt until liquid is sufficiently converted to solid material.
  - Remove immediately using dry cleanup methods, e.g. broom and shovel, or vacuum operations.
  - Cleanup with water and detergents may also be necessary depending on the spilled material. However, the waste from this operation must be vacuumed or effectively picked up by dry methods or vacuum machinery. See Pavement Washing SOP.
  - Repeat process when residue material remains.

**4. DISPOSAL:**

- a) Follow SDS requirements but usually most spills can be disposed per the following b. & c.
- b) Generally most spills absorbed into solid forms can be disposed to the dumpster and receptacles. Follow Waste Management SOP.
- c) Generally liquid waste from surface cleansing processes may be disposed to the sanitary sewer system after the following conditions have been met:
- 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.

**5. Documentation:**

- a) Document all spills in Appendix C.

**6. SDS sheets:**

- a) SDS Manual is filed in break room.

**7. Materials:**

- a) Generally sand or dirt will work for most cleanup operations and for containment. However, it is the responsibility of the owner to select the absorbent materials and cleanup methods required by the SDS Manuals for chemicals used by the company.

**8. Training:**

- a) Annually and at hire.
- b) Require snow and ice service contractors to follow the stronger this SOP and their company SOPs.

## APPENDIX C – PLAN RECORDKEEPING DOCUMENTS

**MAINTENANCE/INSPECTION SCHEDULE**

Frequency	Site Infrastructure
Q, S	Storm drain sumps
Q, S	Catch basins and inline drains
Q, S	Other surface drainage
A	Drainage swales

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

**RECORD INSPECTIONS IN THE MAINTENANCE LOG**

Inspection Means: Either; Traditional walk through, Awareness/Observation, and during regular maintenance operations while noting efficiencies/inefficiencies/concerns found, etc.

**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

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.