

24
14150916 B: 11443 P: 9317 Total Pages: 24
09/11/2023 10:14 AM By: avice Fees: \$0.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: HERRIMAN CITY RECORDER
5355 W HERRIMAN MAIN STREET HERRIMAN, UT 84096



When recorded, mail to:

Herriman City Recorder
5355 West Herriman Main Street
Herriman UT 84096

Affects Parcel No: 2625177002, 2625151180, 2625151156

LONG-TERM STORMWATER MAINTENANCE AGREEMENT

For the Autumn Sky HOA property at address 5309 Autumn Moon Lane.

Contact information for the person responsible to perform owner requirements.

NAME: Community Solutions & Sales
EMAIL: support@csshoa.com
PHONE: 801.955.5126

THIS STORMWATER MAINTENANCE AGREEMENT (this "Agreement") is made and entered into this 15th day of August, 2023, by and between Herriman City, a municipal corporation of the State of Utah (the "City") and Autumn Sky HOA (the "Owner") whose address is 12371 S. 900 E suite 200 Draper UT 84020

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 the City 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, 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 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. 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, employees, 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, employees, 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]

IN WITNESS WHEREOF, the parties have signed and subscribed their names hereon and have caused this Agreement to be duly executed as of the day and year first set forth above.

OWNER

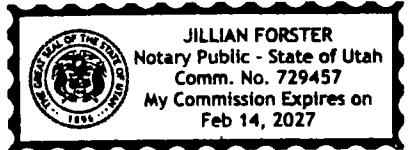
By: Amber
Title: Autumn Sky HOA manager

By: X
Title: JF

OWNER ACKNOWLEDGMENT

STATE OF UTAH)
:ss.

COUNTY OF SALT LAKE) Utah JF



On the 15 day of August, 2022, before me Amber Craig Jillian Forster personally appeared Amber Craig, who being by me duly sworn, did say that he is the Manager of Autumn Sky HOA, a Utah limited liability company and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

Jillian Forster
NOTARY SIGNATURE

HERRIMAN CITY



By: Bye Yon
City Engineer

ATTEST

Jackie Nostrom
Jackie Nostrom, MMC City Recorder

CITY ACKNOWLEDGMENT

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

On the 11 day of Sept, 2023, before me Delinda Bedrevo, personally appeared Bryce Terry, 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 Boddens
NOTARY SIGNATURE

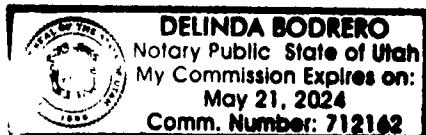


Exhibit A (Legal Description)

Exhibit B (Stormwater Management Plan)

Exhibit C (Report Form)

Exhibit 'A'

Phase 1

BEG S 89°52'44" E 2070.11 FT & N 2899.16 FT FR SW COR SEC 25, T3S, R2W, SLM; SWLY ALG 290 FT RADIUS CURVE TO L, 75.69 FT (CHD S 53°05'19" W); SWLY ALG 50 FT RADIUS CURVE TO R, 26.67 FT (CHD S 60°53'29" W); S 76°10'17" W 20.76 FT; SWLY ALG 100 FT RADIUS CURVE TO R, 33.92 FT (CHD S 85°53'22" W); N 84°23'32" W 149.54 FT; NWLY ALG 100 FT RADIUS CURVE TO L, 18.94 FT (CHD N 89°49'01" W); S 84°45'30" W 101.34 FT; SWLY ALG 620 FT RADIUS CURVE TO L, 231.06 FT (CHD S 65°57'02" W); S 25°12'41" W 38.72 FT; N 33°24'47" W 101.97 FT; N 23°25'15" W 40.62 FT; N 33°24'47" W 102.43 FT; N 44°56'43" E 76.78 FT; N 0°03'17" W 71.44 FT; NWLY ALG 128.50 FT RADIUS CURVE TO R, 33.40 FT (CHD N 72°40'07" W); N 65°13'23" W 1.74 FT; SWLY ALG 22 FT RADIUS CURVE TO L, 26.81 FT (CHD S 79°51'40" W); N 42°42'13" W 40.03 FT; NE'LY ALG 80 FT RADIUS CURVE TO L, 62.43 FT (CHD N 22°35'18" E); N 0°13'54" E 18.18 FT; N 2°36'31" E 5.01 FT; NWLY ALG 23 FT RADIUS CURVE TO L, 17.47 FT (CHD N 21°49'09" W); N 89°55'04" E 45.45 FT; S 0°04'56" E 1 FT; N 89°55'18" E 619.08 FT; SE'LY ALG 923 FT RADIUS CURVE TO L, 298.13 FT (CHD S 21°46'14" E) TO BEG. 5.590 AC. LESS UNITS. (BEING COMMON AREA & PRIVATE STREETS WITHIN AUTUMN SKY TOWNHOMES PHASE 1).

Phase 2A

BEG S 89°52'44" E 1437.98 FT & N 2709.06 FT FR SW COR OF SEC 25, T3S, R2W, SLM; S 25°12'41" W 5.58 FT; S 39°33'15" W 68.75 FT; SWLY ALG 50 FT RADIUS CURVE TO R, 40.69 FT (CHD S 62°51'55" W); S 86°10'34" W 211.29 FT; S 77°36'41" W 131.94 FT; N 88°56'39" W 76.38 FT; N 72°04'04" W 88.24 FT; N 63°03'51" W 27.40 FT; N 44°56'43" E 277.68 FT; S 45°03'17" E 40 FT; N 44°56'43" E 17.07 FT; N 89°56'43" E 25.46 FT; N 86°05'33" E 100.59 FT; N 49°27'36" E 151.01 FT; S 33°24'47" E 102.43 FT; S 23°25'15" E 40.62 FT; S 33°24'47" E 101.97 FT TO BEG. LESS LOTS. (BEING THE COMMON AREA & PVT ST FOR AUTUMN SKY TOWNHOMES PH 2A).

Phase 2B

BEG SW COR AUTUMN SKY TOWNHOMES PH 2A, SD PT BEING S 89°52'44" E 832.17 FT & N 2630.28 FT FR SW COR OF SEC 25, T3S, R2W, SLM; N 63°03'51" W 85.69 FT; N 44°55'04" E 711.60 FT; SE'LY ALG 375 FT RADIUS CURVE TO L, 23.64 FT (CHD S 88°16'35" E); N 89°55'04" E 13.62 FT; SE'LY ALG 23 FT RADIUS CURVE TO R, 17.47 FT (CHD S 21°49'09" E); S 2°36'31" W 5.01 FT; S 0°13'54" W 18.18 FT; SWLY ALG 80 FT RADIUS CURVE TO R, 62.43 FT (CHD S 22°35'18" W); S 42°42'13" E 40.03 FT; NE'LY ALG 22 FT RADIUS CURVE TO R, 26.81 FT (CHD N 79°51'40" E); S 65°13'23" E 1.74 FT; SE'LY ALG 128.50 FT RADIUS CURVE TO L, 33.40 FT (CHD S 72°40'07" E); S 0°03'17" E 71.44 FT; S 44°56'43" W 76.78 FT; S 49°27'36" W 151.01 FT; S 86°05'33" W 100.59 FT; S 89°56'43" W 25.46 FT; S 44°56'43" W 17.07 FT; N 45°03'17" W 40 FT; S 44°56'43" W 277.68 FT TO BEG. LESS LOTS (BEING THE COMMON AREA & PRIVATE STREET FOR AUTUMN SKY TOWNHOMES PH 2B).

EXHIBIT B

Stormwater Management Plan

PURPOSE AND RESPONSIBILITY

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

The Long-Term Stormwater Management Plan (LTSWMP) describes the systems, operations and the minimum standard operating procedures (SOPs) necessary to manage pollutants originating or generated at the Mock Business Property. Any other activities or site operations at this property, that contaminate water entering the City's stormwater system must be prohibited, unless SOPs are written to manage those activities or operations, and this plan is amended to include those SOPs..

The Jordan River is impaired but a TMDL has not been determined. The LTSWMP is aimed at addressing current 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: RECORD KEEPING

SECTION 4: APPENDICIES

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. The drawings describing the infrastructure are included in Appendix A. The SOPs for the following operations exposed to the weather are filed in Appendix B

Parking and Pavement Areas

The site has a significant amount of impervious surface, primarily asphalt and some concrete walkways. 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 parking lot on the east and west sides, away from daily operations. The distance also provides a significant distance to mobilize containment in the event of a spill. 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 6-yard dumpster, and 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 employees and maintenance contractors know and understand the SOPs specifically written to manage the property. Maintenance contractors must use the stronger of their Company and LTSWMP SOPs. File all training records in Appendix C.

SECTION 3: RECORDKEEPING

Maintain records of operation activities in accordance with SOPs and forms in Appendix C. Mail a copy of the record to Herriman City Stormwater Division annually.

SECTION 4: APPENDICES

Appendix A- SOPs

Appendix B- SMP Recordkeeping Documents

APPENDIX A – 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 employees and tenants 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 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 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 tenants and employees 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. Tenants and employees 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.
- e. Storm drain snouts are to be cleaned and maintained.

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 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.

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.

Long-Term Storm Water Maintenance Report

for:

Insert Development Name
Address
City, State, Zip Code

Contact information for the person responsible to perform owner requirements.

NAME: _____

EMAIL: _____

PHONE: _____

PURPOSE AND RESPONSIBILITY

This Maintenance Report serves to assure management and maintenance of a private storm water system as required by the Clean Water Act and resultant local regulations.

These storm water facilities are designed to manage the collection and distribution/infiltration and the quality of runoff from storm events. Annual reporting with the associated inspection provides for an ongoing awareness of their effectiveness and the general condition of the facilities and their function.

Please respond to the function and condition of the site facilities for each of the following aspects or areas of concern as a measure of its success in meeting its designed pollution protection of storm water.

1. Parking, Sidewalk, impervious area

Sediment, leaves, debris, spilt fluids or other waste that collects on parking lots and sidewalks will be carried by runoff, increasing the pollution of downstream waters.

Specific Management/Maintenance activities to address this pollution have been; _____

2. Landscaping

Landscaping is often designed to capture and infiltrate storm water as a desired effect of storm water management. However, the fall of leaves along with landscape operations that produce grass clippings, sticks, dirt, mulch, fertilizers, pesticides and other pollutants that are collected in the storm water are a great impairment to that water. The primary pollutant impairing the Jordan River is decaying organic material which robs the water body of its dissolved oxygen required to sustain fish life.

Specific Management/Maintenance activities to address this pollution have been; _____

3. Storm water conveyance and storage

Storm drain inlet boxes, pipe, detention ponds, etc. generally have some storm water treatment or pollution prevention as part of their design. The capture of floating trash and also the settling of heavier sediment particles to cleanout points, are a couple of examples.

Specific Management/Maintenance activities (litter retrieval, vactoring, mosquito abatement, illicit discharge detection) to support this cleanup have been; _____

4. Waste Management

Dumpsters and trash receptacles with lids are intended to prevent precipitation exposure minimizing the uptake of trash contaminants into the storm water. Lids will also prevent the light weight trash migrating in the wind. Waste handling is necessary part of almost all sites and requires diligent attention to not become a source of storm water pollution.

Specific Management/Maintenance activities to address this pollution have been; _____

5. Construction, Mechanical/Utility Systems & Outside Equipment/Storage

Chemicals and oils are a pollution source that may be a part of mechanical and utility systems existing on site. There may also be the occasional construction or repair activity with associated equipment and materials on site which pose a pollution threat if not given proper storm water consideration.

Specific Management/Maintenance activities to address this pollution have been; _____

Maintenance Log