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RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
MILLCREEK CITY
3330 SOUTH 1300 EAST
MILLCREEK UT 84106
BY: MGA, DEPUTY - WI 25 P.

When recorded, mail to:

Millcreek Recorder
3330 South 1300 East
Millcreek UT 84106

STORMWATER MAINTENANCE AGREEMENT

THIS STORMWATER MAINTENANCE AGREEMENT (this "Agreement") is made and entered into this 31st day of December, 2019, by and between Millcreek, a municipal corporation of the State of Utah (the "City"); and Ivory Development (the "Owner") whose address is 978 Woodoak Lane, Salt Lake City, Utah 84106.

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 Millcreek Code of Ordinances 2017, as amended ("Code"), adopted pursuant to the Utah Water Quality Act, as set forth in Utah Code Ann § 19-5-101, *et seq.*, as amended.
- 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 Millcreek Planning Services Office 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 "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 Permit No. UTS000001 ("UPDES Permit") from the State of Utah, Owner is required to enter into this Agreement establishing a means of documenting the execution of the Stormwater Maintenance 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 Stormwater Maintenance 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 Stormwater Maintenance Plan. Owner's maintenance obligations shall be limited to structures, systems, and appurtenances on Owner's land, including all system and appurtenance built to convey stormwater, as well as all structures, improvements, and vegetation provided solely to control the quantity and quality of the stormwater. Maintenance, for purposes of this Agreement, is defined as good working condition so that the Stormwater Facilities are performing their design functions. The Owner shall, at its sole cost and expense, perform all work necessary to keep the Stormwater Facilities in good working condition.

3. **Annual Maintenance Report.** The Owner shall, at its sole cost and expense, inspect the Stormwater Facilities and submit an inspection report and certification to City's annually. The purpose of the inspection and certification is to assure safe and proper functioning of the Stormwater Facilities. The annual inspection shall cover all aspects of the Stormwater Facilities, including, but not limited to, 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 acceptable to the City.

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 Stormwater Maintenance 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 chapter 17.22 of the 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 chapter 7.22 of the 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.

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: [Signature]
Title: Construction Manager

By: _____
Title: _____

CITY

By: [Signature]
Jeff Silvestrini, Mayor



ATTEST

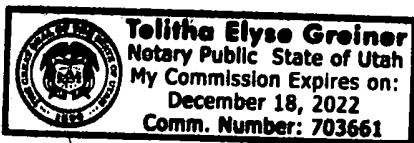
[Signature]
Elyse Greiner, CMC City Recorder

CITY ACKNOWLEDGMENT

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

On the 8 day of January, 2019, personally appeared before me Jeff Silvestrini who being by me duly sworn, did say that he is the Mayor of Millcreek, 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 Mayor acknowledged to me that the City executed the same.

[Signature]
NOTARY PUBLIC



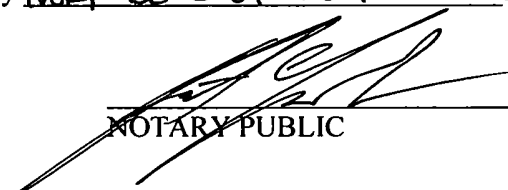
My Commission Expires: 12/18/22

Residing at: Salt Lake County

OWNER ACKNOWLEDGMENT

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

On the 31ST day of DECEMBER, 2019, personally appeared before me BEN HANSEN, who being by me duly sworn, did say that he is the CONSTRUCTION MANAGER and that the foregoing instrument was duly authorized by IVORY DEVELOPMENT.



NOTARY PUBLIC

My Commission Expires: 01-10-2022

Residing at: SALT LAKE COUNTY

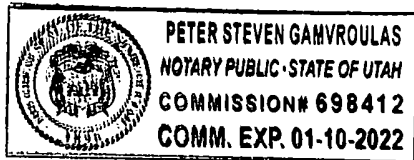


Exhibit A

Parcel No.

Legal Description:

Millstone Chase Subdivision (Ivory Homes)

Legal Description:

AS-SURVEYED LEGAL DESCRIPTION

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SAID NORTH QUARTER CORNER BEING A FOUND STONE MONUMENT; THENCE N90°00'00"W 1693.60 FEET TO THE CENTERLINE STREET MONUMENT LINE OF HIGHLAND DRIVE; THENCE ALONG SAID CENTERLINE S15°18'28"E 861.31 FEET TO A FOUND STREET MONUMENT AT THE INTERSECTION OF HIGHLAND DRIVE AND MILL CREEK WAY; THENCE ALONG THE CENTERLINE OF MILL CREEK WAY S89°59'00"E 416.49 FEET; THENCE S00°01'00"W 25.01 FEET TO THE NORTH LINE OF LOT 4, AMENDED PLAT "A" MILL CREEK PARK SUBDIVISION AS RECORDED IN BOOK I AT PAGE 11 AND THE TRUE POINT OF BEGINNING.

AND RUNNING THENCE ALONG THE BOUNDARY OF SAID MILL CREEK PARK SUBDIVISION THE FOLLOWING FOUR CALLS: 1) S89°59'00"E 65.90 FEET; 2) THENCE S00°01'00"W 149.99 FEET; 3) N88°56'00"E 174.31 FEET; 4) S01°19'25"E 162.00 FEET TO THE NORTHERLY LINE OF MILLBROOK SUBDIVISION AS RECORDED BOOK I AT PAGE 74; THENCE ALONG SAID NORTHERLY LINE THE FOLLOWING TEN COURSES: 1) S27°13'00"W 94.82 FEET; 2) N47°25'00"W 60.70 FEET; 3) S72°07'00"W 69.70 FEET; 4) S67°00'00"W 62.20 FEET; 5) S10°07'00"W 49.70 FEET; 6) S67°21'00"W 78.20 FEET; 7) N61°26'00"W 68.50 FEET; 8) S86°44'00"W 73.80 FEET 9) S12°04'00"E 77.90 FEET; 10) S62°36'00"W 40.51 FEET TO THE EASTERLY RIGHT OF WAY LINE OF HIGHLAND DRIVE; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 5376.41 FEET, A DISTANCE OF 405.73 FEET, A CHORD DIRECTION OF N18°03'43"W AND A CHORD DISTANCE OF 405.63 FEET TO THE SOUTHERLY LINE OF SAID MILL CREEK PARK SUBDIVISION; THENCE ALONG SAID SOUTHERLY LINE THE FOLLOWING TWO COURSES: 1) N88°56'00"E 327.97 FEET; 2) N00°01'00"E 151.24 FEET TO THE POINT OF BEGINNING.

CONTAINS 3.55 ACRES IN AREA

Exhibit B
Long-Term Stormwater Management Plan

All parcels of

MILLSTONE CHASE

LYING WITHIN THE NORTHWEST QUARTER OF
SECTION 33, TOWNSHIP 1 SOUTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN, AND PART OF LOT 4 & 5, BLOCK 2 OF
AMENDED PLAT "A" MILLCREEK PARK SUBDIVISION, MILLCREEK,
COUNTY OF SALT LAKE, STATE OF UTAH
3535 SOUTH 1530 EAST

EXHIBIT B

Long Term Stormwater Management Plan

for:

MILLSTONE CHASE

3535 South 1530 East
Millcreek, UT 84106

PURPOSE AND RESPONSIBILITY

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

This Long-Term Stormwater Management Plan (LTSWMP) describes the systems, operations and the minimum standard operating procedures (SOPs) necessary to manage pollutants originating from or generated on this property. Any activities or site operations at this property that contaminate water entering the City's stormwater system and generate loose litter must be prohibited, unless SOPs are written to manage those activities or operations and amended into this LTSWMP.

Mill Creek is impaired and has a TMDL. The LTSWMP is aimed at addressing these impairments in addition to all other pollutants that can be generated by this property.

CONTENTS

SECTION 1: SITE DESCRIPTION, USE AND IMPACT

SECTION 2: TRAINING

SECTION 3: RECORDKEEPING

SECTION 4 APPENDICES

SECTION 1: SITE DESCRIPTION, USE AND IMPACT

The site infrastructure and operations described in this Section are limited at controlling and containing pollutants and if managed improperly can contaminate the environment. The LTSWMP includes standard operations procedures (SOP)s that are intended to compensate for the limitations of the site infrastructure. The property manager must use good judgment and conduct operations appropriately, doing as much as possible indoors and responsibly managing operations that must be performed outdoors.

Impervious Areas, Parking, Sidewalk and Patio

Waldrum Circle will be asphalt paved, with concrete curb and gutter directing stormwater on site to newly built storm drain system.

Storm Drain System

Storm drain system will consist of a double inlet that drains approximately 83' to Mill Creek where it will exit the storm drain system onto an outfall pad and enter Mill Creek. There is also an approximate 104' underground detention system as part of the storm drain system.

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.

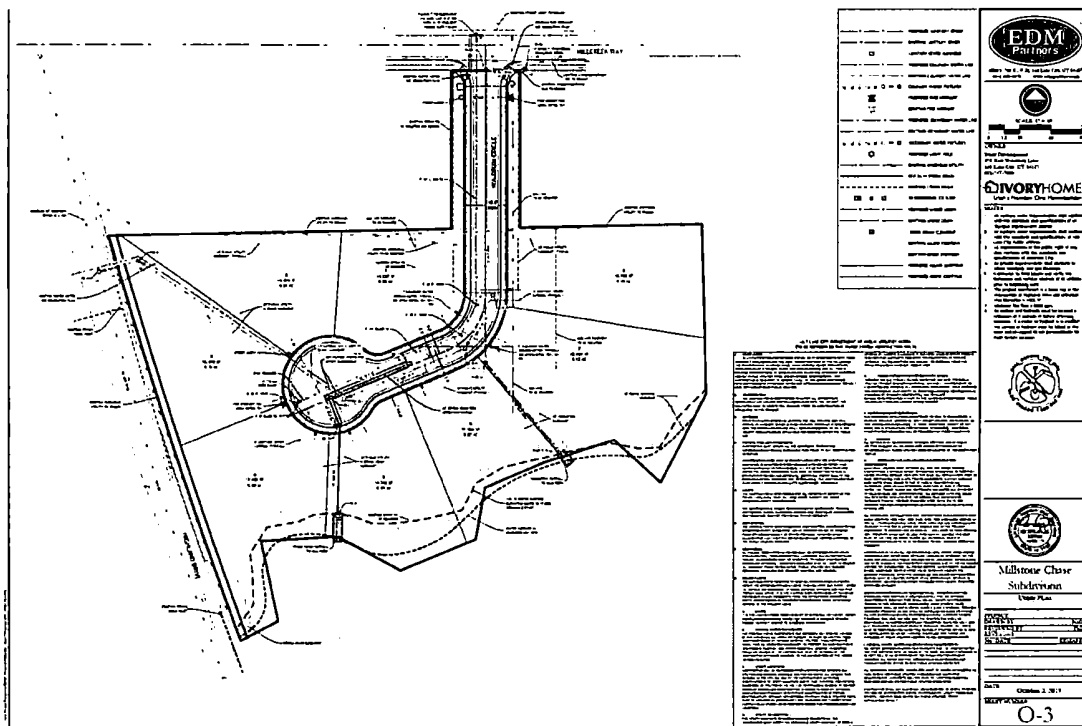
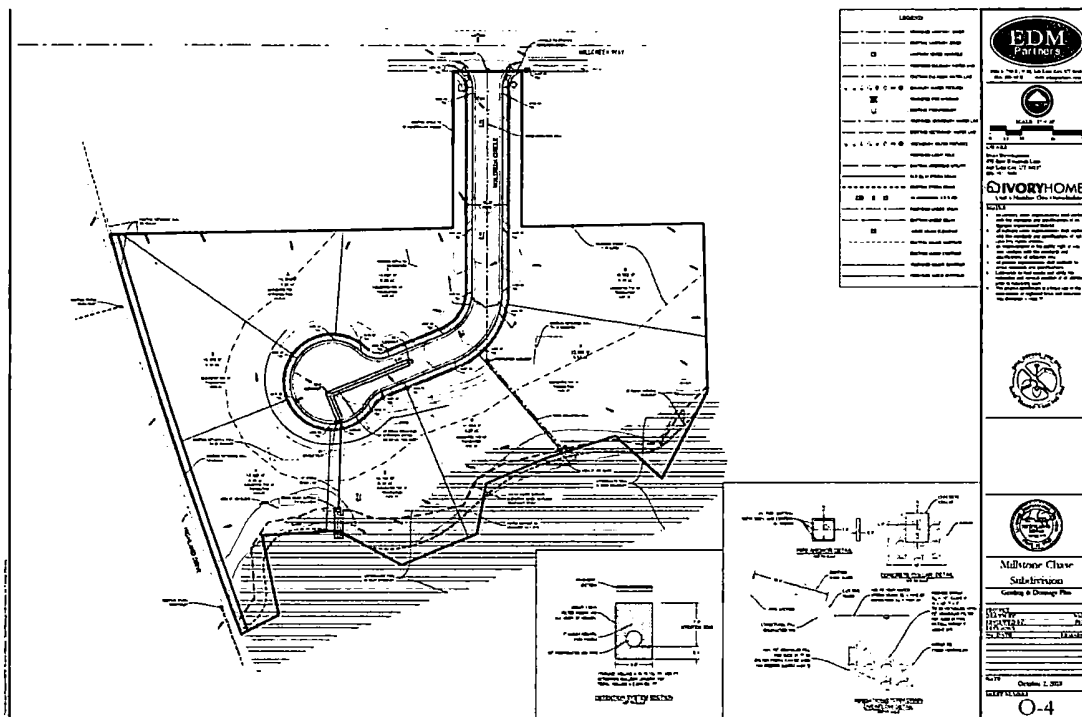
SECTION 3: RECORDKEEPING

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

SECTION 4: APPENDICES

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

APPENDIX A – SITE DRAWINGS AND DETAILS



APPENDIX B – SOPs

SWEEPING

GENERAL:

This SOP is not expected to cover all necessary procedure actions. The management company is allowed to adapt SOPs to unique site conditions in good judgement when it is necessary for safety and the effective and proper containment of pollutants. However, changes to this SOP must be documented and maintained with the Stormwater Maintenance Plan.

PURPOSE AND SELECTION:

- 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 collects on roadways by acceptable use of roadways and the natural degradation of pavements, ie. de-minimis materials that collects and drops from vehicles and the natural erosion and breaking up of pavements.

REGULAR PROCEDURE:

- a) Schedule to sweep twice per year. Sweep when weather is conducive to this operation. Good times to sweep are in autumn after leaves have fallen and in the spring after the snow melts. Additional sweeping may be required in conjunction with landscape maintenance activities.
- b) Inspect storm water inlet grates for debris. Stop sweeper and hand sweep debris away from grates and follow with sweeper.
- c) When maintenance of weeds in the gutter is necessary, street sweeping should be coordinated with gutter trimming operations and sweeping should occur same day of weed trimming operations minimum.
- d) Stop and remove small objects, such as trash cans, gutter ramps, and large debris etc. that are blocking moderately dirty gutter. By pass gutter with obstructions when gutter only lightly dirty.
- e) Areas not accessible to sweeper should be swept by hand to a point reached by the sweeper. Operator may use discretion as to when this is necessary, which should be a function of, amounts, and time since area was last swept, etc.

DISPOSAL PROCEDURE:

- a) Waste generated from hand sweeping operations will be placed in the trash dumpsters at the project site.
- b) Waste collected by a street sweeper will be hauled to the Trans-Jordan Landfill by the subcontracted sweeping company.

SWEEP FREQUENCY:

- a) Parking areas, driveways and private roads throughout the entire project shall be swept twice annually.
- b) Additional localized sweeping will be completed when sediment or debris are observed on the parking areas, driveways and private roads.

DOCUMENTATION:

- a) Regularly scheduled sweeping operations will be documented with the Inspection, Maintenance and Correction Report included in Appendix C.
- b) Document localized sweeping events in the Inspection, Maintenance and Correction Report included in Appendix C.

TRAINING:

- a) Train management company employees once per year.
- b) Education material: Sweeping SOP

LANDSCAPE MAINTENANCE

GENERAL:

This SOP is not expected to cover all necessary procedure actions. The management company is allowed to adapt SOPs to unique site conditions in good judgement when it is necessary for safety and the effective and proper containment of pollutants. However, changes to this SOP must be documented and maintained with the Stormwater Maintenance Plan.

PURPOSE:

- a) Reduce stormwater pollution through landscape maintenance and removing pollutants that will be carried to City stormwater systems during stormwater runoff or by non stormwater runoff.
- b) Landscape maintenance is intended to keep the project aesthetically pleasing. It is also intended to reduce and prevent pollution generation from the landscaped areas.

REGULAR PROCEDURE:

- a) Landscaping maintenance operations are generally seasonal. During the growing season, inspections and maintenance activities will occur on a weekly basis. During the dormant periods, inspections and maintenance will occur monthly.
- b) Hardscape areas will be kept clear of clippings, trimmings and chemicals. These areas will be swept with each maintenance operation.
- c) Mulch in planting areas will be contained in the appropriate planter areas and not allowed to migrate into any other areas.
- d) Turf areas will be mowed and the clippings collected.
- e) Any waste generated with this activity will be disposed of in the dumpsters located within the project.
- f) It is important to notice that there is a strip of land on the west and south sides of the project that is outside of the project fence, but within the property boundary. This strip will be maintained in a fashion similar to the rest of the community landscaping.

DOCUMENTATION:

- a) Regularly scheduled landscape maintenance operations will be documented with the Inspection, Maintenance and Correction Report included in Appendix C.

TRAINING:

- a) Train management company employees once per year.
- b) Education material: Landscape Maintenance SOP

WASTE MANAGEMENT

GENERAL:

This SOP is not expected to cover all necessary procedure actions. The management company is allowed to adapt SOPs to unique site conditions in good judgement when it is necessary for safety and the effective and proper containment of pollutants. However, changes to this SOP must be documented and maintained with the Stormwater Maintenance Plan.

RATIONAL:

- a) Waste collection devices if managed improperly can be the source of the pollutants they are intended to collect.
- b) Provide environmentally sound waste disposal instruction and policy, for the proper disposal of waste.

APPLICATION:

- a) This SOP is intended for all Property Management Company staff, for the proper disposal of common everyday waste.

WASTE COLLECTION DEVICES (EXPOSED UNITS):

- a) The project has one main type of waste management containers, 6yd dumpsters with lids.

WASTE DISPOSAL RESTRICTIONS FOR ALL WASTE SCHEDULED FOR THE TRANS-JORDAN LANDFILL:

- a) Generally most waste generated the project can be disposed in the dumpsters under the conditions listed in this SOP. Unless other disposal requirements are specifically identified by the product MSDS or otherwise specified in other SOPs.
- b) Know the facility disposal requirements and restrictions. It should not be assumed that all waste disposed in the dumpsters will be disposed at the Trans-Jordan Landfill.
- c) Review Trans-Jordan Landfill regulations for additional restrictions and understand what waste is prohibited in the Trans-Jordan Landfill. Ensure the MSDS and Trans-Jordan Landfill regulations are not contradictory. More information can be found at:

http://www.transjordan.org/index.php?option=com_content&view=article&id=48&Itemid=55

GENERAL STAFF MAINTENANCE PRACTICES:

- a) Prevent dumpsters from becoming a pollution source by:
 - a. Closing lids, or covering when other covers are used.
 - b. Report full or leaking and unsecured dumpsters to the management company. Determine source liquids and prevent it.
 - c. Report any eminent pollutant hazard related to dumpsters to the management company.

TRAINING:

- a) Train employees upon hire and annually
- b) Material: Waste Management SOP

STORMWATER SYSTEM

GENERAL:

This SOP is not expected to cover all necessary procedure actions. The management company is allowed to adapt SOPs to unique site conditions in good judgement when it is necessary for safety and the effective and proper containment of pollutants. However, changes to this SOP must be documented and maintained with the Stormwater Maintenance Plan.

PURPOSE AND SELECTION:

- a) Reduce stormwater pollution by removing target pollutants from stormwater inlets, manholes, and pipes.
- b) Inlets collect a number of substances, such as trash, sediments, organics, hydrocarbons, oil and grease, and heavy metals that can enter receiving waters through stormwater runoff or non stormwater discharges.

PROCEDURE:

- a) Cardon Square subdivision includes a stormwater collection system and detention basin that is above grade. The basin is located in the northeast corner of the site. The storage volume of this basin must be maintained at all times. Under no circumstances shall the above ground portion be filled in, or otherwise altered.
- b) On the northerly end of the basin is a bubble-up box with a sump and snout. The snout is in place to limit the floatable trash and oil from entering the City stormwater system. The sump is in place to collect sediment and debris that sink.
- c) The storm drain cleanout box northeast of the bubble-up box in the detention basin is an emergency overflow. During every monthly inspection the grate on this box should be cleared of any debris.
- d) Inspect inlets and pipes for trash and debris. Remove large loose debris with hand tools.
- e) Inspect for hazardous waste, if found, contact Riverton City and SLVHD when illegal dumping is suspect
- f) There is a landscaped berm located around the perimeter of the project. This berm is designed to prevent stormwater runoff from leaving the site. As an essential element of the drainage system for the project this berm must remain in place. It should be noted that portions of the berm are located outside of the fence, but still within the project boundary.

DISPOSAL PROCEDURE:

- a) Waste generated from hand cleaning operations will be placed in the trash dumpsters at the project site.
- b) Waste collected by a vacuum truck will be hauled to the Trans-Jordan Landfill by the subcontracted company.

FREQUENCY:

- a) All pipes, inlets, junction boxes and detention basins are to be inspected monthly and cleaned every six months, or as required based upon monthly inspections.
- b) Specific attention should be given to the SNOUT and bubble-up box in the detention basin.
 - a. The pollutants collected in the SNOUT will consist of floatable debris and oils on the surface of the captured water, and grit and sediment on the bottom of the structure.

- b. Optimally, the structure should be cleaned when the sump is half full (e.g. when 1.5 feet of material collects in the sump, clean it out).
- c. Structures should also be cleaned if a spill or other incident causes a larger than normal accumulation of pollutants in a structure
- d. To maintain the SNOUT hoods themselves, an annual inspection of the anti-siphon vent and access hatch are recommended. A simple flushing of the vent, or a gentle rodding with a flexible wire are all that's typically needed to maintain the anti-siphon properties. Opening and closing the access hatch once a year ensures a lifetime of trouble-free service.

DOCUMENTATION:

- c) Regularly scheduled inspections and cleaning will be documented with the Inspection, Maintenance and Correction Report included in Appendix C.
- d) Document localized cleaning events in the Inspection, Maintenance and Correction Report included in Appendix C.

TRAINING:

- c) Train management company employees once per year.
- d) Education material: Stormwater System SOP

SPILL CONTROL

GENERAL:

This SOP is not expected to cover all necessary procedure actions. The management company is allowed to adapt SOPs to unique site conditions in good judgement when it is necessary for safety and the effective and proper containment of pollutants. However, changes to this SOP must be documented and maintained with the Stormwater Maintenance Plan.

RATIONAL:

- a) Response time, containment and proper clean up are vital to protecting the environment. Written procedures are necessary to achieve a uniform and effective response by all staff. A written SOP is also necessary to facilitate the materials needed for an effective operation.

CONTAINMENT PROCEDURE:

- a) Priority is to dam and contain flowing spills.
- b) Use spill kits booms if available or use any material available; including but not limited to, nearby sand, dirt, landscaping materials, etc.

CLEANUP PROCEDURE:

- a) NEVER WASH SPILLS TO THE STORM DRAIN SYSTEMS.
- b) Generally most spills can be cleaned up according to the following:
 - a. Absorb liquid spills with spill kit absorbent material, sand or dirt until liquid is sufficiently converted to solid material.
 - b. Remove immediately using dry cleanup methods, e.g. broom and shovel, or vacuum operations.

- c. 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.
- d. Repeat process when residue material remains.
- a) DISPOSAL: Generally most spills absorbed into solid forms can be disposed to the project dumpster. Follow Waste Management SOP.
- b) Generally Liquid waste from surface cleansing processes may be disposed to the sanitary sewer system after the following conditions have been met:
 - a. Dry cleanup methods have been used to remove the bulk of the spill and disposed per the Waste Management SOP.
 - b. 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.

DOCUMENTATION:

- a) All spills will be documented with the Inspection, Maintenance and Correction Report included in Appendix C.

TRAINING:

- a) Train management company staff once per year on Stormwater System SOP.

APPENDIX C – PLAN RECORDKEEPING DOCUMENTS

SMP INSPECTION, MAINTENANCE AND CORRECTION REPORT

Inspection Frequency	Operation or Program	Action Type	Date	Report
<i>Timing</i>	<i>Example</i>	<i>Inspection & Maintenance, or both</i>	<i>Date Performed</i>	<i>Description of conditions found, include report of maintenance and corrective actions</i>
Every 6 Months	Street Sweeping	Inspection & Maintenance		
Weekly	Landscape Maintenance	Inspection & Maintenance		
Weekly	Waste Management	Inspection & Maintenance		
Monthly	Stormwater System	Inspection & Maintenance		
As Needed	Spill Control	Maintenance		

ANNUAL SOP TRAINING

SOP	Trainer	Employees & Service Contractors Trained	Date

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.