



CLINTON CITY COUNCIL AGENDA

2267 N 1500 W Clinton, UT 84015

May 24, 2016

I. SPECIAL SESSION – 7:00 P.M.

1. Call to Order
2. Pledge of Allegiance
3. Invocation or Thought
4. Roll Call

II. BUSINESS

- A. Employee of the Month for April 2016 – Brooke Mitchell, Recreation
- B. Recognition of New Cert Graduates
- C. Presentation to Justin Benavides of Utah Fire Officer Designation Award
- D. Resolution 02-16, Interlocal Agreement with Davis County for Animal Care and Control Services
- E. Resolution 03-16, Adoption of Clinton City Sanitary Sewer Management Plan
- F. Resolution 04-16, Municipal Wastewater Planning Program Report for 2015

III. OTHER BUSINESS'

- a. Approval of Minutes: May 10, 2016
- b. Accounts Payable
- c. Planning Commission Report
- d. City Manager's Report
- e. Mayor's Report
- f. Council Reports on Areas of Responsibility
- g. Action Item Review

IV. ADJOURN

Dennis W. Cluff

DENNIS W. CLUFF, CITY RECORDER

If you attend this meeting and, due to a disability, will need assistance in understanding or participating therein, please notify the City at least eight hours prior to the meeting and we will seek to provide assistance. The order of agenda items may be changed or times accelerated as time permits with the exception of public hearings.

CLINTON CITY COUNCIL AGENDA ITEM

SUBJECT: Employee of the Month for April 2016 – Brooke Mitchell	AGENDA ITEM: A
PETITIONER: Dennis Cluff, Bruce Logan	MEETING DATE: May 24, 2016
RECOMMENDATION: That Council recognize Brooke Mitchell as the Employee of the Month for April 2016.	ROLL CALL VOTE: NO

BACKGROUND: Brooke Mitchell is one of our Recreation Specialists. She is very dedicated, upbeat and always positive. Brooke is very courteous, tactful, and respectful to the citizens, coaches and co-workers. She conveys a professional image in an enthusiastic and a positive manner while in the office or on the field. Her professionalism is reflected with the growth and improvements in the soccer and adult softball programs that she coordinates. Also, she goes way out of her way to make sure the football shed is organized and everything is cleaned.

Brooke is very Innovative and creative with ideas. She just recently implemented 3 on 3 soccer tournament for Heritage days that I feel will be a big success.

Brooke is very good with dealing with conflict and works to resolve situations in a courteous, cooperative and timely manner. She is also very thorough when doing back ground checks on coaches, making sure we have the proper person representing Clinton City.

Brooke is very good at planning and effectively organizes work; establishes priorities to manage time effectively; accurate and neat work. The front office ladies compliment her all the time on informing them of her programs so that they can answer all questions that they receive from the public.

Brooke is a true public servant. She is passionate about the Recreation Department, this city and her family. Dependability, responsibility, honesty, initiative, perseverance and diligence all contribute to the effective service she renders Clinton City Recreation.

I and the staff of Clinton City Recreation are grateful to Brooke and do highly recommend her for Employee of the Month for April 2016.

CLINTON CITY COUNCIL AGENDA ITEM

SUBJECT: Recognition of New CERT Graduates	AGENDA ITEM: B
PETITIONER: Mayor Adams	MEETING DATE: May 24, 2016
RECOMMENDATION: That Council recognize and accept the newest CERT graduates as City volunteers.	ROLL CALL VOTE: NO
FISCAL IMPACT:	
BACKGROUND: The newest CERT graduates are: Brett Giles; Dave Johnson; Denise Mealy; and, Bob Sandman.	
ATTACHMENTS:	

CLINTON CITY COUNCIL AGENDA ITEM

SUBJECT: Presentation to Justin Benavides of Utah Fire Officer Designation Award	AGENDA ITEM: C
PETITIONER: Dennis Cluff, Fire Chief David Olsen	MEETING DATE: May 24, 2016
RECOMMENDATION: That Council recognize Justin Benavides for achieving the Utah Fire Officer Designation Award	ROLL CALL VOTE: NO
FISCAL IMPACT:	
<p>BACKGROUND:</p> <p>A representative from the Utah Fire and Rescue Academy will be in attendance to present Deputy Fire Chief Justin Benavides with the Utah Fire Officer Designation Award. Justin is one of 30 statewide who have now earned this award.</p> <p>In 2011, the International Association of Fire Chiefs released the 2nd Edition of the Officer Development Handbook (ODH). Four levels of career development are delineated in the ODH based on specific duties at each level. Certification as a Fire Officer shows that a person has met the minimum standard as set by the NFPA, while the ODH lays out a more optimum standard reflecting a more holistic view of how a person has prepared to become a Fire Officer.</p> <p>The Utah Fire Officer Designation Program (UFODP) uses the ODH as a basis to recognize fire company officers' personal achievement through the following four areas: training; education; certification; and, experience.</p> <p>This recognition program for Utah fire professionals provides a coherent and attainable guide to career advancement. To help prospective fire officers achieve each element found in the ODH, the UFODP provides a resources matrix, which identifies resources available to Utah firefighters, including certifications, training and college courses, and experiences that will help them attain the designation. The idea behind the UFODP is that a person's ability to perform well as an officer depends on more than a test; capability is built by years of varied and quantifiable learning and growing experiences. New firefighters can use the UFODP to map out a path for career advancement. Fire departments can use the FODP to help define promotional qualifications.</p>	

CLINTON CITY COUNCIL AGENDA ITEM

SUBJECT: Resolution #02-16, Interlocal Agreement with Davis County for Animal Care and Control	AGENDA ITEM: D
PETITIONER: Dennis Cluff	MEETING DATE: May 24, 2016
RECOMMENDATION: That Council adopt Resolution #02-16, approving the Interlocal Agreement with Davis County for Animal Care and Control	ROLL CALL VOTE: YES
FISCAL IMPACT: FY 16-17 anticipated budget is \$62,200	
BACKGROUND: After much review and negotiation, we have a new Agreement from Davis County pertaining to the Animal Care & Control services. The new division of costs is 50/50 for the County and cities. The cost areas are now separated into 3 sections: operation and maintenance; wildlife services; and, capital facility projects. This new agreement stipulates the cost division basis will be the needed budget amount after all Animal Services revenues are subtracted from that amount. The cities will then pay 50% of that remaining needed budget. The County will then be responsible for the remaining costs, even if it surpasses their 50% normal participation amount. The cost of services for the City for this next year is \$63,420.37 (\$57,614.80 for O&M; \$1,107.25 for Wildlife; and, \$4,698.37 for Capital Projects).	
ATTACHMENTS: : Interlocal Agreement with Davis County for Animal Care and Control	

RESOLUTION NO. 02-16

A RESOLUTION APPROVING A NEW INTERLOCAL COOPERATIVE AGREEMENT WITH DAVIS COUNTY FOR ANIMAL SERVICES.

Whereas, Title 11, Chapter 13 of the Utah Code provides the manner in which to establish Interlocal Cooperation Agreements; and,

Whereas, the City has a need to provide for animal care and control within its boundaries; and,

Whereas, Davis County operates and maintains a qualified Animal Care and Control Center, a facility for the temporary shelter, housing and impoundment of animals, the disposition of animals, and other services related to animal care and control; and,

Whereas, The City has historically contracted with Davis County through previous Interlocal Agreements for Animal Control Services; and,

Whereas, the City wishes to continue using the animal control services provided by Davis County.

NOW, THEREFORE, the Clinton City Council hereby resolves that the attached Interlocal Cooperation Agreement with Davis County for the provision of Animal Care and Control Services is hereby approved; and the Mayor is authorized and directed to execute the agreement for and on behalf of Clinton City.

Introduced and Passed this the 24th day of May, 2016

Attest:

Clinton City
Municipal Corporation

Dennis W. Cluff, City Recorder

Mayor L. Mitch Adams

Posted: _____

INTERLOCAL COOPERATION AGREEMENT FOR ANIMAL SERVICES

This Interlocal Cooperation Agreement for Animal Services (this “Agreement”) is made and entered into by and between Davis County, a political subdivision of the state of Utah (the “County”), and Clinton City, a municipal corporation of the state of Utah (the “City”). The County and the City may be collectively referred to as the “Parties” herein or may be solely referred to as a “Party” herein.

Recitals

A. WHEREAS, the Parties, pursuant to Utah’s Interlocal Cooperation Act, which is codified at Title 11, Chapter 13, Utah Code Annotated (the “Act”), are authorized to enter into in this Agreement;

B. WHEREAS, the County, through its Animal Care and Control Department (the “Department”), provides animal care and control services within the limits of Davis County;

C. WHEREAS, the County owns, operates, and maintains the Davis County Animal Shelter located at 1422 East 600 North, Fruit Heights, Utah (the “Shelter”);

D. WHEREAS, the City desires to benefit from the Shelter and the County’s animal care and control services as specified in this Agreement; and

E. WHEREAS, the County desires to permit the City to benefit from the Shelter and the County’s animal care and control services as specified in this Agreement.

NOW, for and in consideration of the mutual promises, obligations, and/or covenants contained herein, and for other good and valuable consideration, the receipt, fairness, and sufficiency of which are hereby acknowledged, and the Parties intending to be legally bound, the Parties do hereby mutually agree as follows:

1. Services.

a. *General Services.* The County shall, and the City authorizes the County to, provide the following general services on behalf of the City and within the City’s limits in accordance with all applicable laws, ordinances, rules, regulations, or otherwise:

- 1) Enforce the City’s animal control ordinance;
- 2) Issue notices of violation of the City’s animal control ordinance;
- 3) Issue citations for violations of the City’s animal control ordinance;
- 4) Collect fees and costs pursuant to the City’s animal control ordinance;
- 5) Issue and/or sell dog licenses;
- 6) Manage a dog license program;
- 7) Provide regular animal control patrol coverage between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays;
- 8) Respond to non-emergency calls, requests, and/or complaints between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays;
- 9) Respond, generally within thirty minutes (subject to availability and location of personnel), to emergency calls, requests, and/or complaints involving animals twenty-four hours a day, seven days a week, three hundred sixty-five days a year, subject to the Department’s emergency call-out criteria and protocol;
- 10) Enforce all applicable laws, ordinances, rules, regulations, or otherwise relating to animal care and control services;
- 11) Impound animals when necessary and/or advisable, including, but not limited to, in accordance with the provisions of Title 6, Chapter 6.20, *Davis County Code* (as amended);

12) Pick up and dispose of dead domestic animals, excluding livestock and large wildlife;

13) Investigate all incidents involving actual or purported animal bites or rabies; and

14) Seek and, subject to approval by the City, receive the assistance and cooperation of the City's law enforcement officers while providing or performing the services described herein.

b. *Wildlife Services.* The County shall, and the City authorizes the County to, pick up and euthanize wild nuisance animals, such as raccoons and skunks, trapped within the City's limits in accordance with all applicable laws, ordinances, rules, regulations, or otherwise.

c. *Shelter Services.* The County shall, and the City authorizes the County to, operate and maintain the Shelter and provide temporary shelter and board for and hold and dispose of all stray or unwanted animals impounded within the City's limits and in accordance with all applicable laws, ordinances, rules, regulations, or otherwise.

2. Procedures and Prosecution. The County shall implement the following procedures in the administration and enforcement of the City's comprehensive animal control ordinance:

a. The County shall furnish all necessary receipt books and dog/cat tags for the City;

b. Receipts for dog licenses sold by County employees shall be issued by those County employees;

c. All fees and funds collected by County employees shall be immediately provided to the Department pursuant to Department policy, and the Department shall forward all fees and funds to the Davis County Clerk/Auditor pursuant to applicable County policy; and

d. Notices, citations or complaints for the violation of the City's comprehensive animal control ordinance shall be issued so that the person charged shall be required to appear before the appropriate court.

The prosecution of any citations or charges for the violation of the City's comprehensive animal control ordinance shall be the City's responsibility; not the County's responsibility. Any fines collected for such violations shall be retained by the City and court, as specified by law, and the County shall have no entitlement to such fines.

3. Funding for the Department and the Shelter. The Department and the Shelter shall be funded by:

a. The County from its general fund;

b. The compensation and cost reimbursements by the City, and all other participating Davis County cities or other entities, to the County;

c. The capital projects fund regarding the Shelter;

d. The fines, fees, costs, or otherwise collected under this Agreement; and

e. Donations made specifically for the benefit of the Department or the Shelter.

4. Compensation and Costs.

a. The City's calendar year obligation to the County, excluding calls for wild nuisance animal pick up and/or euthanization and the capital projects fund regarding the Shelter, is calculated based upon the following:

1) The combined obligation of all of the cities and/or entities within Davis County that receive animal care and control services from the County, excluding Hill Air Force Base (collectively, the "Combined Cities"), shall be 50% of the projected calendar year expenditures by Davis County for the Department for the applicable calendar year less the projected calendar year revenues by Davis County for the Department arising from licenses, shelter fees, surgical fees, wildlife fees and donations; and

2) The City's specific portion of the 50% obligation of the Combined Cities pursuant to Subsection 4.a.1) directly above shall be the average of the City's calls for animal care and control service for the two calendar years immediately prior divided by the average of all of the Combined Cities' calls for animal care and control service for the two calendar years immediately prior multiplied by the 50% obligation of the Combined Cities pursuant to Subsection 4.a.1) directly above.

The City's annual calendar year obligation to the County for this subsection shall be as set forth in Exhibit A, attached hereto and incorporated herein by this reference, which shall be amended by the Parties on an annual basis, but shall be consistent with Subsections 4.a.1) and 4.a.2) above.

b. The County shall be obligated to satisfy the shortfall between the actual amounts expended by the Department for each calendar year and all of the actual revenues for each calendar year. For example, if the Department's budget for a particular calendar year is \$1,900,000, but the actual amounts expended by the Department for the particular calendar year are \$2,000,000, and the projected revenues for the particular calendar year, including, but not limited to, the revenues generated from the Combined Cities, were \$1,000,000, but the actual revenues for the particular calendar year were \$900,000, then the County's obligation regarding the shortfall for the particular calendar year would equal \$1,100,000 ($2,000,000 - \$900,000 = \$1,100,000$), which is an increased obligation to the County of \$200,000, without any further obligation to any of the Combined Cities.

c. The City's calendar year obligation to the County for wild nuisance animal pick up and/or euthanization calls or services, as more fully described in Subsection 1.b. of this Agreement, is calculated based upon the City's total number of wild nuisance animal pick up and/or euthanization calls or services for the calendar year immediately prior multiplied by \$25.75 per call.

The City's annual calendar year obligation to the County for wild nuisance animal pick up and/or euthanization calls or services shall be as set forth in Exhibit A, attached hereto and incorporated herein by this referenced, which shall be amended by the Parties on an annual basis, but shall be consistent with Subsection 4.c. above.

5. Capital Projects Fund Regarding the Shelter.

a. The amount of the capital projects fund regarding the Shelter shall be \$562,000.00, which shall be funded 50% by the Combined Cities and 50% by the County. For each calendar year of this Agreement, the Combined Cities and the County shall each pay 20% of their total obligation so that by year five of this Agreement, the capital projects fund regarding the Shelter will be fully funded for the applicable five year period of this Agreement.

b. The City's specific portion of the Combined Cities' 50% obligation, pursuant to Subsection 5.a. directly above, shall be the average of the City's calls for animal care and control service for the two calendar years immediately prior divided by the average of all of the Combined Cities' calls for animal care and control service for the two calendar years immediately prior multiplied by the Combined Cities' 50% obligation, pursuant to Subsection 4.a. above.

The City's annual calendar year obligation to the County for this Section shall be set forth in Exhibit A, attached hereto and incorporated herein by this reference, which shall be amended by the Parties on an annual basis, but shall be consistent with Subsection 5.a. and 5.b. above.

6. Funds Received by the City. Any funds paid to, collected by, or received by the City for dog licenses, animal fines and/or fees, and/or animal care and control services, excluding any fines or costs levied or imposed by any court in any legal action commenced or prosecuted by the City, shall be paid and submitted by the City to the County, together with a descriptive record of such funds, within thirty calendar days of receipt of such funds.

7. Budget Advisory Committee. Within three months of the Effective Date (defined below) of this Agreement, a budget advisory committee, consisting of two representatives designated by the County and two City Managers recommended by the City Managers from the Combined Cities, shall be established for the purpose of advising on issues and matters relevant to the Department, including, but not limited to, the Department's budget proposals, capital requests, personnel requests, fee structure, and fine structure. This budget advisory committee shall function solely in an advisory capacity and shall have no binding authority regarding the County's decisions on budget, personnel, or otherwise.

8. Biennial Fee/Fine Survey. The County, through the Department, shall perform a fee/fine survey relevant to the Department on a biennial basis.

9. Effective Date of this Agreement. The Effective Date of this Agreement shall be on the earliest date after this Agreement satisfies the requirements of Title 11, Chapter 13, Utah Code Annotated (the "Effective Date").

10. Term of Agreement. The term of this Agreement shall begin upon the Effective Date of this Agreement and shall, subject to the termination and other provisions set forth herein, terminate on December 31, 2020 at 11:59 p.m. (the "Term"). The Parties may, by written amendment to this Agreement, extend the Term of this Agreement.

11. Termination of Agreement. This Agreement may be terminated prior to the completion of the Term by any of the following actions:

- a. The mutual written agreement of the Parties;
- b. By either party:
 - 1) After any material breach of this Agreement; and
 - 2) Thirty calendar days after the nonbreaching party sends a demand to the breaching party to cure such material breach, and the breaching party fails to timely cure such material breach; provided however, the cure period shall be extended as may be required beyond the thirty calendar days, if the nature of the cure is such that it reasonably requires more than thirty calendar days to cure the breach, and the breaching party commences the cure within the thirty calendar day period and thereafter continuously and diligently pursues the cure to completion; and
 - 3) After the notice to terminate this Agreement, which the non-breaching party shall provide to the breaching party, is effective pursuant to the notice provisions of this Agreement;

c. By either party, with or without cause, six months after the terminating party mails a written notice to terminate this Agreement to the nonterminating party pursuant to the notice provisions of this Agreement; or

d. As otherwise set forth in this Agreement or as permitted by law, ordinance, rule, regulation, or otherwise.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THIS AGREEMENT IS SUBJECT TO ANNUAL APPROPRIATIONS BY THE PARTIES AND THE PARTIES SHALL EACH HAVE THE RIGHT TO TERMINATE THIS AGREEMENT, AT ANY TIME UPON WRITTEN NOTICE TO THE OTHER PARTY, IF ANNUAL APPROPRIATIONS, AS PART OF THE PARTY'S ANNUAL PUBLIC BUDGETING PROCESS, ARE NOT MADE BY THE PARTY TO ADEQUATELY OR SUFFICIENTLY PAY FOR THE OBLIGATIONS UNDER THIS AGREEMENT, WITHOUT FURTHER OBLIGATION OR LIABILITY TO THE TERMINATING PARTY UNDER THIS AGREEMENT.

12. Records. The County, through the Department, shall maintain books and records of the animal care and control services provided to the City under this Agreement. The books and records shall be maintained in a form and manner which is in compliance with the fiscal and administrative procedures of the County and required by the Office of the Davis County Clerk/Auditor. These books and records shall be available for examination or copying by the City during regular business hours and reasonable times. All records created, received, or held by the County, through the Department, shall be held, disposed of, and accessed subject to the *Government Records Access and Management Act*, codified at Title 63G, Chapter 2, *Utah Code Annotated*.

13. Reports. The County, through the Department, shall report to the City, on a quarterly basis, the animal care and control activities and services provided and performed under this Agreement.

14. Notices. Any notices that may or must be sent under the terms and/or provisions of this Agreement should be delivered, by hand delivery or by United States mail, postage prepaid, as follows, or as subsequently amended in writing:

<u>To the City:</u> Clinton City Attention: City Manager 2267 N 1500 W Clinton, UT 84015	<u>To the County:</u> Davis County Attn: Chair, Davis County Board of Commissioners P.O. Box 618 Farmington, UT 84025
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15. Damages. The Parties acknowledge, understand, and agree that, during the Term of this Agreement, the Parties are fully and solely responsible for any and all actions, activities, or business sponsored or conducted by the Parties.

16. Indemnification and Hold Harmless.

a. The City, for itself, and on behalf of its officers, officials, owners, members, managers, employees, agents, representatives, contractors, volunteers, and/or any person or persons under the supervision, direction, or control of the City (collectively, the "City Representatives"), agrees and promises to indemnify and hold harmless the County, as well as the County's officers, officials, employees, agents, representatives, contractors, and volunteers (collectively, the "County Representatives"), from and against any loss, damage, injury, liability, claim, action, cause of action, demand, expense, cost, fee, or otherwise (collectively, the "Claims") that may arise from, may be in connection with, or may relate in any way to the acts or omissions, negligent or otherwise, of the City and/or the City Representatives, whether or not the Claims are known or unknown, or are in law, equity, or otherwise. No term or condition of this Agreement, including, but not limited to, insurance that may be required under this Agreement, shall limit or waive any liability that the City may have arising from, in connection

with, or relating in any way to the acts or omissions, negligent or otherwise, of the City or the City Representatives.

b. The County, for itself, and on behalf of its officers, officials, owners, members, managers, employees, agents, representatives, contractors, volunteers, and/or any person or persons under the supervision, direction, or control of the County (collectively, the "County Representatives"), agrees and promises to indemnify and hold harmless the City, as well as the City's officers, officials, employees, agents, representatives, contractors, and volunteers (collectively, the "City Representatives"), from and against any loss, damage, injury, liability, claim, action, cause of action, demand, expense, cost, fee, or otherwise (collectively, the "Claims") that may arise from, may be in connection with, or may relate in any way to the acts or omissions, negligent or otherwise, of the County and/or the County Representatives, whether or not the Claims are known or unknown, or are in law, equity, or otherwise. No term or condition of this Agreement, including, but not limited to, insurance that may be required under this Agreement, shall limit or waive any liability that the County may have arising from, in connection with, or relating in any way to the acts or omissions, negligent or otherwise, of the County or the County Representatives.

17. Governmental Immunity. The Parties recognize and acknowledge that each Party is covered by the *Governmental Immunity Act of Utah*, codified at Section 63G-7-101, et seq., *Utah Code Annotated*, as amended, and nothing herein is intended to waive or modify any and all rights, defenses or provisions provided therein. Officers and employees performing services pursuant to this Agreement shall be deemed officers and employees of the Party employing their services, even if performing functions outside of the territorial limits of such party and shall be deemed officers and employees of such Party under the provisions of the *Utah Governmental Immunity Act*. Each Party shall be responsible and shall defend the action of its own employees, negligent or otherwise, performed pursuant to the provisions of this Agreement.

18. No Separate Legal Entity. No separate legal entity is created by this Agreement.

19. Approval. This Agreement shall be submitted to the authorized attorney for each Party for review and approval as to form in accordance with applicable provisions of Section 11-13-202.5, *Utah Code Annotated*, as amended. This Agreement shall be authorized and approved by resolution or ordinance of the legislative body of each Party in accordance with Section 11-13-202.5, *Utah Code Annotated*, as amended, and a duly executed original counterpart of this Agreement shall be filed with the keeper of records of each Party in accordance with Section 11-13-209, *Utah Code Annotated*, as amended.

20. Survival after Termination. Termination of this Agreement shall not extinguish or prejudice either Party's right to enforce this Agreement, or any term, provision, or promise under this Agreement, regarding insurance, indemnification, defense, save or hold harmless, or damages, with respect to any uncured breach or default of or under this Agreement.

21. Benefits. The Parties acknowledge, understand, and agree that the respective representatives, agents, contractors, officers, officials, members, employees, volunteers, and/or any person or persons under the supervision, direction, or control of a Party are not in any manner or degree employees of the other Party and shall have no right to and shall not be provided with any benefits from the other Party. County employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of the County for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits. City employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of the City for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits.

22. Waivers or Modification. No waiver or failure to enforce one or more parts or provisions of this Agreement shall be construed as a continuing waiver of any part or provision of this Agreement, which shall preclude the Parties from receiving the full, bargained for benefit under the terms and provisions of this Agreement. A waiver or modification of any of the provisions of this Agreement or of any breach thereof shall not constitute a waiver or modification of any other provision or breach, whether or not similar, and any such waiver or modification shall not constitute a continuing waiver. The rights of and available to each of the Parties under this Agreement cannot be waived or released verbally, and may be waived or released only by an instrument in writing, signed by the Party whose rights will be diminished or adversely affected by the waiver.

23. Binding Effect; Entire Agreement, Amendment. This Agreement is binding upon the Parties and their officers, directors, employees, agents, representatives and to all persons or entities claiming by, through or under them. This Agreement, including all attachments, if any, constitutes and/or represents the entire agreement and understanding between the Parties with respect to the subject matter herein. There are no other written or oral agreements, understandings, or promises between the Parties that are not set forth herein. Unless otherwise set forth herein, this Agreement supersedes and cancels all prior agreements, negotiations, and understandings between the Parties regarding the subject matter herein, whether written or oral, which are void, nullified and of no legal effect if they are not recited or addressed in this Agreement. Neither this Agreement nor any provisions hereof may be supplemented, amended, modified, changed, discharged, or terminated verbally. Rather, this Agreement and all provisions hereof may only be supplemented, amended, modified, changed, discharged, or terminated by an instrument in writing, signed by the Parties.

24. Force Majeure. In the event that either Party shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of acts of God, acts of the United States Government, the State of Utah Government, fires, floods, strikes, lock-outs, labor troubles, inability to procure materials, failure of power, inclement weather, restrictive governmental laws, ordinances, rules, regulations or otherwise, delays in or refusals to issue necessary governmental permits or licenses, riots, insurrection, wars, or other reasons of a like nature not the fault of the Party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act(s) shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, without any liability to the delayed Party.

25. Assignment Restricted. The Parties agree that neither this Agreement nor the duties, obligations, responsibilities, or privileges herein may be assigned, transferred, or delegated, in whole or in part, without the prior written consent of both of the Parties.

26. Choice of Law; Jurisdiction; Venue. This Agreement and all matters, disputes, and/or claims arising out of, in connection with, or relating to this Agreement or its subject matter, formation or validity (including non-contractual matters, disputes, and/or claims) shall be governed by, construed, and interpreted in accordance with the laws of the state of Utah, without reference to conflict of law principals. The Parties irrevocably agree that the courts located in Davis County, State of Utah (or Salt Lake City, State of Utah, for claims that may only be litigated or resolved in the federal courts) shall have exclusive jurisdiction and be the exclusive venue with respect to any suit, action, proceeding, matter, dispute, and/or claim arising out of, in connection with, or relating to this Agreement, or its formation or validity. The Parties irrevocably submit to the exclusive jurisdiction and exclusive venue of the courts located in the State of Utah as set forth directly above. Anyone who unsuccessfully challenges the enforceability of this clause shall reimburse the prevailing Party for its attorneys' fees, and the Party prevailing in any such dispute shall be awarded its attorneys' fees.

27. Severability. If any part or provision of this Agreement is found to be invalid, prohibited, or unenforceable in any jurisdiction, such part or provision of this Agreement shall, as to such jurisdiction only, be inoperative, null and void to the extent of such invalidity, prohibition, or unenforceability without invalidating the remaining parts or provisions hereof, and any such invalidity, prohibition, or unenforceability in any jurisdiction shall not invalidate or render inoperative, null or void such part or provision in any other jurisdiction. Those parts or provisions of this Agreement, which are not invalid, prohibited, or unenforceable, shall remain in full force and effect.

28. Rights and Remedies Cumulative. The rights and remedies of the Parties under this Agreement shall be construed cumulatively, and none of the rights and/or remedies under this Agreement shall be exclusive of, or in lieu or limitation of, any other right, remedy or priority allowed by law, unless specifically set forth herein.

29. No Third-Party Beneficiaries. This Agreement is entered into by the Parties for the exclusive benefit of the Parties and their respective successors, assigns and affiliated persons referred to herein. Except and only to the extent provided by applicable statute, no creditor or other third party shall have any rights or interests or receive any benefits under this Agreement. Notwithstanding anything herein to the contrary, the County is expressly authorized by the City to enter into similar agreements with any or all of the other cities, or other governmental or quasi-governmental entities, located within Davis County.

30. Recitals Incorporated. The Recitals to this Agreement are incorporated herein by reference and made contractual in nature.

31. Headings. Headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

32. Authorization. The persons executing this Agreement on behalf of a Party hereby represent and warrant that they are duly authorized and empowered to execute the same, that they have carefully read this Agreement, and that this Agreement represents a binding and enforceable obligation of such Party.

33. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, and all such counterparts taken together shall constitute one and the same Agreement.

[Signature Pages Follow]

WHEREFORE, the Parties have signed this Agreement on the dates set forth below.

CLINTON CITY

Mayor

Dated: _____

ATTEST:

Clinton City Recorder

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

Clinton City Attorney

Dated: _____

DAVIS COUNTY

Chair, Davis County Board of Commissioners
Dated: _____

ATTEST:

Davis County Clerk/Auditor
Dated: _____

APPROVED AS TO FORM AND LEGALITY:

Davis County Attorney's Office, Civil Division
Dated: _____

EXHIBIT A

The City's 2016 calendar year obligation to the County for service calls, excluding calls for wild nuisance animal pick up and/or euthanization:

<u>Title/Category</u>	<u>Subtitle/Subcategory</u>	<u>Amount</u>
Budgeted 2016 Expenditures by Davis County for Animal Care and Control:	Personnel:	\$1,474,056
	Operating:	\$307,165
	Capital Equipment:	\$44,217
	Allocations:	+ \$69,811
	Total Expenditures:	<u>\$1,895,237</u>
Projected 2016 Revenues of Davis County Animal Care and Control:	Licenses	\$220,000
	Shelter Fees	\$190,000
	Surgical Fees	\$45,000
	Wildlife Fees	\$50,393
	Donations	+ \$11,500
	Total Revenues:	<u>\$516,893</u>
Projected 2016 Expenditures Less Projected 2016 Revenues:		\$1,895,237
		<u>- \$516,893</u>
		\$1,378,345
Combined Cities' 50% Obligation:		\$1,378,345
		x 0.50
		<u>\$689,172</u>
Average of the City's Total Billable Calls for 2014 and 2015:		964.5
Average of Combined Cities' Total Billable Calls for 2014 and 2015:		11,543
The City's 2015 Usage Rate:		964.5/ <u>11,543</u> 8.36%
The City's 2016 Calendar Year Obligation to the County:		\$57,614.80

The City shall pay the foregoing calendar year obligation to the County on a monthly basis and within thirty calendar days of receipt of a monthly invoice from the County.

The City's 2016 calendar year obligation to the County for wild nuisance animal pick up and/or euthanization calls or services:

<u>Title/Category</u>	<u>Frequency/Amount</u>
The City's Wildlife Calls for 2015	43
Cost to City for Each Wildlife Call in 2015	\$25.75
The City's 2016 Calendar Year Obligation to County for Wildlife Calls	\$1,107.25

The City shall pay its calendar year obligation to the County for wild nuisance animal pick up and/or euthanization calls or services on a monthly basis and within thirty calendar days of receipt of a monthly invoice from the County.

The City's 2016 calendar year obligation to the County
for the capital projects fund regarding the Shelter:

<u>Title/Category</u>	<u>Amount</u>
Total of Capital Projects Fund Regarding the Shelter:	\$562,000.00
Combined Cities' Portion of the Capital Projects Fund Regarding the Shelter:	\$281,000.00
2016 Obligation of the Combined Cities:	\$56,200.00
The City's 2015 Usage Rate:	8.36%
The City's 2016 Calendar Year Obligation to the County:	\$4,698.32

The City shall pay the foregoing calendar year obligation to the County on a monthly basis and within thirty calendar days of receipt of a monthly invoice from the County.

RESOLUTION NO. 02-16

A RESOLUTION APPROVING A NEW INTERLOCAL COOPERATIVE AGREEMENT WITH DAVIS COUNTY FOR ANIMAL SERVICES.

Whereas, Title 11, Chapter 13 of the Utah Code provides the manner in which to establish Interlocal Cooperation Agreements; and,

Whereas, the City has a need to provide for animal care and control within its boundaries; and,

Whereas, Davis County operates and maintains a qualified Animal Care and Control Center, a facility for the temporary shelter, housing and impoundment of animals, the disposition of animals, and other services related to animal care and control; and,

Whereas, The City has historically contracted with Davis County through previous Interlocal Agreements for Animal Control Services; and,

Whereas, the City wishes to continue using the animal control services provided by Davis County.

NOW, THEREFORE, the Clinton City Council hereby resolves that the attached Interlocal Cooperation Agreement with Davis County for the provision of Animal Care and Control Services is hereby approved; and the Mayor is authorized and directed to execute the agreement for and on behalf of Clinton City.

Introduced and Passed this the 24th day of May, 2016

Attest:

Clinton City
Municipal Corporation

Dennis W. Cluff, City Recorder

Mayor L. Mitch Adams

Posted: _____

CLINTON CITY COUNCIL AGENDA ITEM

SUBJECT: Resolution 03-16, Adoption of Clinton City Sanitary Sewer Management Plan	AGENDA ITEM: E
PETITIONER: Dennis Cluff, Dave Williams	MEETING DATE: May 24, 2016
RECOMMENDATION: That the Council Adopt Resolution 03-16, the Clinton City Sanitary Sewer Management Plan	ROLL CALL VOTE: YES
FISCAL IMPACT:	
BACKGROUND: State of Utah requires an updated Sanitary Sewer Management Plan prior to the next permit to operate a sewer collection system. Our current 5-year permit expires September 30, 2017. The intent of this plan is to develop an operations and maintenance program, design standards, sewer overflow action plan, grease plan, and system evaluation and capacity assurance plan, all of which comply with DEQ standards.	
ATTACHMENTS: Sanitary Sewer Management Plan	

RESOLUTION No. 03-16

**A RESOLUTION ADOPTING THE SANITARY SEWER MAINTENANCE
PLAN FOR CLINTON CITY**

WHEREAS, Clinton City is responsible for wastewater collection within its boundaries;
and,

WHEREAS, the State Water Quality Board requires the most updated operation and
maintenance plan for Clinton City's wastewater collection system; and,

WHEREAS, this process is required by state policy and for the future continued
licensing for wastewater collection.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF CLINTON, DAVIS COUNTY, UTAH:**

That the Clinton City Council hereby adopts the attached Sanitary Sewer Maintenance
Plan (SSMP), and commends the Public Works staff for their professionalism and high
maintenance of the Clinton sewerage system.

Adopted by the Clinton City Council this 24th day of May, 2016.

**CLINTON CITY
A MUNICIPAL CORPORATION**

ATTEST:

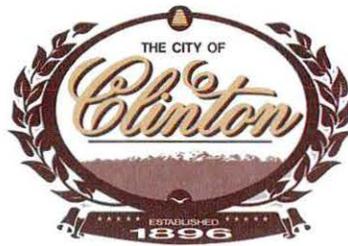
L. MITCH ADAMS, MAYOR

DENNIS W. CLUFF, RECORDER

Posted: _____

Clinton City

Sanitary Sewer Management Plan



**Updated on:
April 28, 2016**

Clinton City
Sanitary Sewer Management Plan

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Section 1	Sanitary Sewer Management Plan
Section 2	SSMP – General Information
Section 3	Operations and Maintenance Program
Section 4	Cranefield Lift Station Checklist
Section 5	Sewer Design Standards
Section 6	Sanitary Sewer Overflow Action Plan
Section 7	Log of Contact with Other Agencies/People
Section 8	Fats, Oils, Grease and Sand Management Plan
Section 9	System Evaluation and Capacity Assurance Plan
Section 10	SSMP Monitoring and Measurement Plan
Section 11	Sanitary Sewer System Mapping
Section 12	Basement Backup Program

Utah Administrative Code

The Utah Administrative Code is the body of all effective administrative rules as compiled and organized by the Division of Administrative Rules (Subsection [63G-3-102\(5\)](#); see also Sections [63G-3-701](#) and [702](#)).

NOTE: For a list of rules that have been made effective since November 1, 2012, please see the [codification segue](#) page.

NOTE TO RULEFILING AGENCIES: Use the RTF version for submitting rule changes.

Download the [RTF file](#)

Rule R317-801. Utah Sewer Management Program (USMP).

As in effect on November 1, 2012

Table of Contents

- [R317-801-1. Applicability and Definitions.](#)
- [R317-801-2. General Permit Requirements.](#)
- [R317-801-3. General Permit Provisions.](#)
- [R317-801-4. General Permit SSO Reporting Requirements.](#)
- [R317-801-5. SSMP Requirements.](#)
- [R317-801-6. Certification, Submission and Implementation Requirements.](#)
- [KEY](#)
- [Date of Enactment or Last Substantive Amendment](#)
- [Authorizing, Implemented, or Interpreted Law](#)

R317-801-1. Applicability and Definitions.

1.1 Applicability. Any federal or state agency, municipality, county, district, and other political subdivision of the state that owns or operates a sewer collection system is required to comply with this rule, R317-801.

1.2 Definitions. The following definitions are to be used in conjunction with those in R317-1-1 and R317-8-1. The following terms have the meaning as set forth unless a different meaning clearly appears from the context or unless a different meaning is stated in a definition applicable to only a portion of these rules:

- (1) "BMP" means "best management practice".
- (2) "CCTV" means "closed circuit television.
- (3) "CIP" means a "Capital Improvement Plan".
- (4) "DWQ" means "the Utah Division of Water Quality".
- (5) "FOG" means "fats, oils and grease".
- (6) "I/I" means "infiltration and inflow".

(7) "Permittee" means the federal and state agency, municipality, county, district, and other political subdivision of the state that owns or operates a sewer collection system or who is in direct responsible charge for operation and maintenance of the sewer collection system. When two separate federal and state agency, municipality, county, district, and other political subdivision of the state are interconnected, each shall be considered a separate Permittee.

(8) "SECAP" means "System Evaluation and Capacity Assurance Plan".

(9) "Sewer Collection System" means a system for the collection and conveyance of wastewaters or sewage from domestic, industrial and commercial sources. The Sewer Collection System does not include sewer laterals under the ownership and control of an owner of real property, private sewer systems owned and operated by an owner of real property, and systems that collect and convey stormwater exclusively.

(10) "SORP" means "Sewer Overflow Response Plan"

(11) "SSMP" means "Sewer System Management Plan".

(12) "SSO" means "sanitary sewer overflow", the escape of wastewater or pollutants from, or beyond the intended or designed containment of a sewer collection system.

(13) "Class 1 SSO" (Significant SSO) means a SSO or backup that is not caused by a private lateral obstruction or problem that:

(a) effects more than five private structures;

(b) affects one or more public, commercial or industrial structure(s);

(c) may result in a public health risk to the general public;

(d) has a spill volume that exceeds 5,000 gallons, excluding those in single private structures; or

(e) discharges to Waters of the state.

(14) "Class 2 SSO" (Non Significant SSO) means a SSO or backup that is not caused by a private lateral obstruction or problem that does not meet the Class 1 SSO criteria.

(15) "USMP" means the "Utah Sewer Management Program".

R317-801-2. General Permit Requirements.

2.1 General Permit for sewer collection system. All permittees are required to operate under the General Permit for sewer collection systems as required by this rule, R317-801.

2.2 Notice of Intent Requirements.

(1) A permittee shall submit a Notice of Intent to be covered by the General Permit for sewer collection systems between October 1, 2012 and November 30, 2012. A new permittee for a sewer collection system shall submit a Notice of Intent to be covered by the General Permit for sewer collection systems at least three (3) months prior to operation of the system.

(2) Forms and instructions for submitting a Notice of Intent can be obtained online on the DWQ's website.

2.3 Effective Date of General Permit.

General permit coverage will be in effect when the Notice of Intent has been submitted, approved and declared complete by the Executive Secretary.

R317-801-3. General Permit Provisions.

3.1 Prohibitions.

(1) Any SSO that results in a discharge of untreated or partially treated wastewater to Waters of the state is prohibited.

(2) Any SSO that results in a discharge of untreated or partially treated wastewater that creates a health hazard, nuisance, or is a threat to the environment is prohibited.

3.2 General SSO Requirements.

1) The permittee shall take all feasible steps to eliminate SSOs to include:

(a) properly managing, operating, and maintaining all parts of the sewer collection system;

(b) training system operators;

(c) allocating adequate resources for the operation, maintenance, and repair of its sewer collection system, by establishing a proper rate structure, accounting mechanisms, and auditing procedures to ensure an adequate measure of revenues and expenditures in accordance with generally acceptable accounting practices; and,

(d) providing adequate capacity to convey base flows and peak flows, including flows related to normal wet weather events. Capacity shall meet or exceed the design criteria of R317-3.

(2) SSOs shall be reported in accordance with the requirements of R317-801-4.

(3) When an SSO occurs, the permittee shall take all feasible steps to:

(a) control, contain, or limit the volume of untreated or partially treated wastewater discharged;

(b) terminate the discharge;

(c) recover as much of the wastewater discharged as possible for proper disposal, including any wash down water; and,

(d) mitigate the impacts of the SSO.

R317-801-4. General Permit SSO Reporting Requirements.

4.1 SSO Reporting. SSOs shall be reported as follows:

(1) A Class 1 SSO shall be reported orally within 24 hrs and with a written report submitted to the DWQ within five calendar days. Class 1 SSO's shall be included in the annual USMP report.

(2) Class 2 SSOs shall be reported on an annual basis in the USMP annual report.

4.2 Annual Report. A permittee shall submit to DWQ a USMP annual operating report covering information for the previous calendar year by April 15 of the following year.

R317-801-5. SSMP Requirements.

5.1 SSMP. The permittee shall have and implement a written SSMP and shall make it available to DWQ upon request. A copy of the SSMP shall be publicly available at the permittee's office and/or available on the Internet. The SSMP must be publicly noticed by the permittee and approved by the permittee's governing body at a public meeting. The main purpose of the SSMP is to provide a plan and schedule to properly manage, operate, and maintain all parts of the sewer collection system to reduce and prevent SSOs, as well as minimize impacts of any SSOs that occur.

5.2 Contents of SSMP. The SSMP shall include:

(1) Organization information to include:

(a) The name or position of the responsible or authorized representative;

(b) The names and telephone numbers for management, administrative, and maintenance positions responsible for implementing specific measures in the SSMP. The SSMP must identify lines of authority through an organization chart or similar document with a narrative explanation; and,

(c) The chain of communication for reporting SSOs, from receipt of a complaint or other information, including the person responsible for reporting SSOs to DWQ, the public (if needed) and other agencies if applicable (such as County Health Department).

(2) Sewer collection system use ordinances, service agreements, or other legally binding methods, that:

(a) Prohibit unauthorized discharges into its sewer collection system i.e. I/I, stormwater, chemical dumping, unauthorized debris and cut roots;

(b) Require that sewers and connections be properly designed and constructed;

(c) Ensure access for maintenance, inspection, or repairs for portions of the laterals owned or maintained by the permittee;

(d) Limit the discharge of FOG and other debris that may cause blockages;

(e) Require compliance with pretreatment requirements;

(f) Provide authority to inspect industrial users; and,

(g) Provide for enforcement for violations of the requirements.

(3) An Operations and Maintenance Plan which includes:

(a) An up-to-date map of the sewer collection system, showing all gravity line segments, manholes, pumping facilities, pressure pipes, gates and all other applicable conveyance facilities;

(b) A description of routine preventative operation and maintenance activities by staff and contractors, including a system for scheduling regular maintenance and cleaning of the sewer collection system with more frequent cleaning and maintenance targeted at known problem areas. The plan should include regular visual and TV inspection of manholes and sewer pipes and a system of ranking the condition of sewer pipe and manholes. The plan should have an appropriate system to document scheduled and all other types of work activities, such as a maintenance, management, system, or paper work orders;

(c) A Rehabilitation, Replacement and Improvement Plan to identify and prioritize system deficiencies and implement short-term and long-term rehabilitation actions to address each class of deficiencies. Rehabilitation and replacement should focus on sewer pipes that are at risk of failure or prone to more frequent blockages due to pipe defects. The rehabilitation and replacement plan shall include a CIP, if required, that addresses proper management and protection of the infrastructure assets;

(d) Schedule for training on a regular basis for staff and contractors in operations and maintenance consistent with DWQ continuing education requirements for certified operators; and,

(e) Providing for equipment and replacement part inventories, including identification of critical replacement parts. (This may include a list of vendors that the equipment and/or part can be purchased from, or local agreements).

(4) Design and performance provisions which include:

(a) Design, construction standards and specifications that meet or exceed R317-3 for the installation of new sewer collection systems, pump stations and other appurtenances and for the rehabilitation and repair of existing sewer collection systems; and,

(b) Procedures and standards for inspecting, testing and documenting the installation of new sewers, pumps, and other appurtenances and for rehabilitation and repair projects.

(5) A SORP which has the following measures to protect public health and the environment:

(a) A program to respond to overflows which addresses:

1. Receipt and documentation of information regarding a sewer overflow;
2. Dispatch of appropriate crews to the site of the sewer overflow;
3. Overflow correction, containment, and cleanup including procedures to ensure that all reasonable steps are taken to contain and prevent the discharge of untreated and partially treated wastewater to Waters of the state and to minimize or correct any adverse impact on the environment resulting from the sewer overflow;
4. Preparation of an overflow report by responding personnel; and,
5. Follow up with affected persons,

(b) Procedures for prompt notification to the public.

(c) Procedures to notify appropriate regulatory agencies and other potentially affected entities to include:

1. DWQ to comply with SSO reporting requirements;
2. County Health Department, local water supply agencies as appropriate, and other affected agencies should the SSO potentially affect the public health or reach the Waters of the state;
3. Utah Division of Emergency Response and Remediation, if hazardous materials are or may be involved; and,
4. Any other required UPDES, State, or Federal reporting requirements.

(d) Procedures to ensure that appropriate staff personnel are aware of and follow the SORP and are appropriately trained.

(6) For permittees with 2000 or more connections, and at the option of permittees with less than 2000 connections, a FOG control plan consistent with the potential for FOG discharge from commercial and industrial dischargers. Where required, the FOG control plan shall include some or all of the following:

(a) An implementation plan and schedule for a residential and commercial public education outreach for the FOG control plan that promotes proper disposal of FOG;

(b) A plan for the disposal of FOG generated within the permittee's service area. This may include a list of acceptable disposal facilities and/or additional facilities needed to adequately dispose of FOG;

(c) Sewer collection system use ordinances, service agreements, or other legally binding methods, that prohibit FOG discharges to the system;

(d) Requirements to install grease removal devices (such as traps or interceptors), design standards for the removal devices, maintenance requirements, BMP requirements, record keeping and reporting requirements;

(e) A FOG inspection, monitoring and evaluation plan;

(f) Identification of resources to do inspections and enforce the FOG control plan; and,

(g) A maintenance schedule for lines affected by FOG blockages.

(7) For permittees with 2000 or more connections, and at the option of permittees with less than 2000 connections, a SECAP. Where required, the SECAP shall include the following:

(a) an evaluation of the wastewater collection system's existing hydraulic capacity using historical information such as flow, system records, current zoning, local development options, and maintenance records;

(b) identification of system deficiencies; and,

(c) a CIP that includes an appropriate model for the system that can be used to evaluate the hydraulic conditions in the system and identify existing and forecast future deficiencies to provide hydraulic capacity such as for future dry weather peak flow conditions, as well as the appropriate design for storm or wet weather events. The CIP shall establish a short and long term schedule to address the deficiencies and conditions identified, including a priority list, alternative analysis, and schedule for recommended upgrades. The CIP shall include increases in pipe size, I/I reduction plans, increases in pumping capacities and/or redundancies, storage capacity increases and recommended trunk line cleaning schedules or other monitoring activities. The CIP shall identify the sources of funding. The schedule shall be reviewed and adjusted yearly.

5.3 Monitoring, Measurement, and SSMP Modifications.

(1) The permittee shall maintain relevant information that can be used to establish and prioritize appropriate SSO prevention activities and shall document all monitoring activities (i.e. daily cleaning activities, CCTV video records, manhole inspections, and hot spot activities).

(2) The permittee shall regularly review the effectiveness of each element of the SSMP and shall monitor the SECAP implementation (when required).

(3) The permittee shall annually assess the success of the operation and maintenance plan (i.e. line cleaning, CCTV inspections and manhole inspections, and SSO events) and adjust the operation and maintenance plan as needed based on system performance.

(4) The permittee shall update SSMP elements, as appropriate, based on monitoring or performance evaluations.

(5) The permittee shall regularly identify and illustrate SSO trends, including frequency, location, and volume.

(6) The permittee shall conduct periodic internal audits, appropriate to the size of the system and the number of SSOs. At a minimum, these audits must occur every five years and a report must be prepared and kept on file. This audit shall focus on evaluating the effectiveness of the SSMP and the permittee's compliance with the SSMP, including identification of any deficiencies in the SSMP and steps to correct them.

(7) The permittee is encouraged to communicate with the public, as needed, on the development, implementation, and performance of the SSMP. The permittee may establish a public outreach/communication plan which shall provide the public with the opportunity to provide input to the permittee as the SSMP is developed and implemented.

(8) The SSMP shall be prepared by, or under the direction of, a Utah certified professional engineer or another qualified professional.

(9) The SSMP must be completed by the deadlines listed in the Timeframe for Implementation in R317- 801-6.

R317-801-6. Certification, Submission and Implementation Requirements.

6.1 Timeline for Notice, SSMP, and Certification. The permittee shall certify to DWQ that a SSMP is in place that is in compliance with the USMP by submitting a notice to DWQ within the time frames identified in the following time schedule:



Table 1. Timeframe for Implementation.

Task	Completion Dates by Population			
	>50,000 population	15,001 to 50,000 population	3,501 to 15,000 population	3,500 and Less population
Notice of Intent to be covered by General Permit	4 - 6 Months after effective date of rule			
Completion of SSMP (excluding SECAP)	24 months after effective date	30 months after effective date	36 months after effective date	42 months after effective date
Completion of SECAP when required	36 months after effective date	42 months after effective date	48 months after effective date	60 months after effective date

6.2 Significant Modifications. Significant modification of the SSMP must be public noticed by the permittee and approved by the permittee's governing body at a public meeting. A new notice certifying the revised SSMP is in place shall be sent to DWQ.

6.4 Incomplete Reports. If a permittee becomes aware that it failed to submit required information in any notice or report, the permittee shall promptly amend the notice or report.

6.5 Certification of Notices and Reports. All notices and reports submitted to DWQ shall be signed and certified as required in R317-8-3.4.

KEY

sewer collection systems, Utah Sewer Management Program

Date of Enactment or Last Substantive Amendment

June 21, 2012

Authorizing, Implemented, or Interpreted Law

19-5-105

Rule converted into HTML by the Division of Administrative Rules.

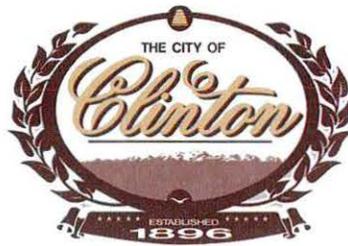
For questions regarding the *content* or *application* of rules under Title R317, please contact the promulgating agency (Environmental Quality, Water Quality). A list of agencies with links to their homepages is available at <http://www.utah.gov/government/agencylist.html> or from <http://www.rules.utah.gov/contact/agencycontacts.htm>.

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Business Hours: 8 AM to 5 PM, Monday through Friday. Please call ahead for an appointment.
Phone: 801-538-3764 / Fax: 801-537-9240

Clinton City

Sanitary Sewer Management Plan



**Updated on:
April 28, 2016**

Clinton City
Sanitary Sewer Management Plan

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Rule R317-801. Utah Sewer Management Program (USMP).

As in effect on November 1, 2012

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- [R317-801-1. Applicability and Definitions.](#)
- [R317-801-2. General Permit Requirements.](#)
- [R317-801-3. General Permit Provisions.](#)
- [R317-801-4. General Permit SSO Reporting Requirements.](#)
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R317-801-1. Applicability and Definitions.

1.1 Applicability. Any federal or state agency, municipality, county, district, and other political subdivision of the state that owns or operates a sewer collection system is required to comply with this rule, R317-801.

1.2 Definitions. The following definitions are to be used in conjunction with those in R317-1-1 and R317-8-1. The following terms have the meaning as set forth unless a different meaning clearly appears from the context or unless a different meaning is stated in a definition applicable to only a portion of these rules:

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(8) "SECAP" means "System Evaluation and Capacity Assurance Plan".

(9) "Sewer Collection System" means a system for the collection and conveyance of wastewaters or sewage from domestic, industrial and commercial sources. The Sewer Collection System does not include sewer laterals under the ownership and control of an owner of real property, private sewer systems owned and operated by an owner of real property, and systems that collect and convey stormwater exclusively.

(10) "SORP" means "Sewer Overflow Response Plan"

(11) "SSMP" means "Sewer System Management Plan".

(12) "SSO" means "sanitary sewer overflow", the escape of wastewater or pollutants from, or beyond the intended or designed containment of a sewer collection system.

(13) "Class 1 SSO" (Significant SSO) means a SSO or backup that is not caused by a private lateral obstruction or problem that:

(a) effects more than five private structures;

(b) affects one or more public, commercial or industrial structure(s);

(c) may result in a public health risk to the general public;

(d) has a spill volume that exceeds 5,000 gallons, excluding those in single private structures; or

(e) discharges to Waters of the state.

(14) "Class 2 SSO" (Non Significant SSO) means a SSO or backup that is not caused by a private lateral obstruction or problem that does not meet the Class 1 SSO criteria.

(15) "USMP" means the "Utah Sewer Management Program".

R317-801-2. General Permit Requirements.

2.1 General Permit for sewer collection system. All permittees are required to operate under the General Permit for sewer collection systems as required by this rule, R317-801.

2.2 Notice of Intent Requirements.

(1) A permittee shall submit a Notice of Intent to be covered by the General Permit for sewer collection systems between October 1, 2012 and November 30, 2012. A new permittee for a sewer collection system shall submit a Notice of Intent to be covered by the General Permit for sewer collection systems at least three (3) months prior to operation of the system.

(2) Forms and instructions for submitting a Notice of Intent can be obtained online on the DWQ's website.

2.3 Effective Date of General Permit.

General permit coverage will be in effect when the Notice of Intent has been submitted, approved and declared complete by the Executive Secretary.

R317-801-3. General Permit Provisions.

3.1 Prohibitions.

(1) Any SSO that results in a discharge of untreated or partially treated wastewater to Waters of the state is prohibited.

(2) Any SSO that results in a discharge of untreated or partially treated wastewater that creates a health hazard, nuisance, or is a threat to the environment is prohibited.

3.2 General SSO Requirements.

1) The permittee shall take all feasible steps to eliminate SSOs to include:

(a) properly managing, operating, and maintaining all parts of the sewer collection system;

(b) training system operators;

(c) allocating adequate resources for the operation, maintenance, and repair of its sewer collection system, by establishing a proper rate structure, accounting mechanisms, and auditing procedures to ensure an adequate measure of revenues and expenditures in accordance with generally acceptable accounting practices; and,

(d) providing adequate capacity to convey base flows and peak flows, including flows related to normal wet weather events. Capacity shall meet or exceed the design criteria of R317-3.

(2) SSOs shall be reported in accordance with the requirements of R317-801-4.

(3) When an SSO occurs, the permittee shall take all feasible steps to:

(a) control, contain, or limit the volume of untreated or partially treated wastewater discharged;

(b) terminate the discharge;

(c) recover as much of the wastewater discharged as possible for proper disposal, including any wash down water; and,

(d) mitigate the impacts of the SSO.

R317-801-4. General Permit SSO Reporting Requirements.

4.1 SSO Reporting. SSOs shall be reported as follows:

(1) A Class 1 SSO shall be reported orally within 24 hrs and with a written report submitted to the DWQ within five calendar days. Class 1 SSO's shall be included in the annual USMP report.

(2) Class 2 SSOs shall be reported on an annual basis in the USMP annual report.

4.2 Annual Report. A permittee shall submit to DWQ a USMP annual operating report covering information for the previous calendar year by April 15 of the following year.

R317-801-5. SSMP Requirements.

5.1 SSMP. The permittee shall have and implement a written SSMP and shall make it available to DWQ upon request. A copy of the SSMP shall be publicly available at the permittee's office and/or available on the Internet. The SSMP must be publicly noticed by the permittee and approved by the permittee's governing body at a public meeting. The main purpose of the SSMP is to provide a plan and schedule to properly manage, operate, and maintain all parts of the sewer collection system to reduce and prevent SSOs, as well as minimize impacts of any SSOs that occur.

5.2 Contents of SSMP. The SSMP shall include:

(1) Organization information to include:

(a) The name or position of the responsible or authorized representative;

(b) The names and telephone numbers for management, administrative, and maintenance positions responsible for implementing specific measures in the SSMP. The SSMP must identify lines of authority through an organization chart or similar document with a narrative explanation; and,

(c) The chain of communication for reporting SSOs, from receipt of a complaint or other information, including the person responsible for reporting SSOs to DWQ, the public (if needed) and other agencies if applicable (such as County Health Department).

(2) Sewer collection system use ordinances, service agreements, or other legally binding methods, that:

(a) Prohibit unauthorized discharges into its sewer collection system i.e. I/I, stormwater, chemical dumping, unauthorized debris and cut roots;

(b) Require that sewers and connections be properly designed and constructed;

(c) Ensure access for maintenance, inspection, or repairs for portions of the laterals owned or maintained by the permittee;

(d) Limit the discharge of FOG and other debris that may cause blockages;

(e) Require compliance with pretreatment requirements;

(f) Provide authority to inspect industrial users; and,

(g) Provide for enforcement for violations of the requirements.

(3) An Operations and Maintenance Plan which includes:

(a) An up-to-date map of the sewer collection system, showing all gravity line segments, manholes, pumping facilities, pressure pipes, gates and all other applicable conveyance facilities;

(b) A description of routine preventative operation and maintenance activities by staff and contractors, including a system for scheduling regular maintenance and cleaning of the sewer collection system with more frequent cleaning and maintenance targeted at known problem areas. The plan should include regular visual and TV inspection of manholes and sewer pipes and a system of ranking the condition of sewer pipe and manholes. The plan should have an appropriate system to document scheduled and all other types of work activities, such as a maintenance, management, system, or paper work orders;

(c) A Rehabilitation, Replacement and Improvement Plan to identify and prioritize system deficiencies and implement short-term and long-term rehabilitation actions to address each class of deficiencies. Rehabilitation and replacement should focus on sewer pipes that are at risk of failure or prone to more frequent blockages due to pipe defects. The rehabilitation and replacement plan shall include a CIP, if required, that addresses proper management and protection of the infrastructure assets;

(d) Schedule for training on a regular basis for staff and contractors in operations and maintenance consistent with DWQ continuing education requirements for certified operators; and,

(e) Providing for equipment and replacement part inventories, including identification of critical replacement parts. (This may include a list of vendors that the equipment and/or part can be purchased from, or local agreements).

(4) Design and performance provisions which include:

(a) Design, construction standards and specifications that meet or exceed R317-3 for the installation of new sewer collection systems, pump stations and other appurtenances and for the rehabilitation and repair of existing sewer collection systems; and,

(b) Procedures and standards for inspecting, testing and documenting the installation of new sewers, pumps, and other appurtenances and for rehabilitation and repair projects.

(5) A SORP which has the following measures to protect public health and the environment:

(a) A program to respond to overflows which addresses:

1. Receipt and documentation of information regarding a sewer overflow;
2. Dispatch of appropriate crews to the site of the sewer overflow;
3. Overflow correction, containment, and cleanup including procedures to ensure that all reasonable steps are taken to contain and prevent the discharge of untreated and partially treated wastewater to Waters of the state and to minimize or correct any adverse impact on the environment resulting from the sewer overflow;
4. Preparation of an overflow report by responding personnel; and,
5. Follow up with affected persons,

(b) Procedures for prompt notification to the public.

(c) Procedures to notify appropriate regulatory agencies and other potentially affected entities to include:

1. DWQ to comply with SSO reporting requirements;
2. County Health Department, local water supply agencies as appropriate, and other affected agencies should the SSO potentially affect the public health or reach the Waters of the state;
3. Utah Division of Emergency Response and Remediation, if hazardous materials are or may be involved; and,
4. Any other required UPDES, State, or Federal reporting requirements.

(d) Procedures to ensure that appropriate staff personnel are aware of and follow the SORP and are appropriately trained.

(6) For permittees with 2000 or more connections, and at the option of permittees with less than 2000 connections, a FOG control plan consistent with the potential for FOG discharge from commercial and industrial dischargers. Where required, the FOG control plan shall include some or all of the following:

(a) An implementation plan and schedule for a residential and commercial public education outreach for the FOG control plan that promotes proper disposal of FOG;

(b) A plan for the disposal of FOG generated within the permittee's service area. This may include a list of acceptable disposal facilities and/or additional facilities needed to adequately dispose of FOG;

(c) Sewer collection system use ordinances, service agreements, or other legally binding methods, that prohibit FOG discharges to the system;

(d) Requirements to install grease removal devices (such as traps or interceptors), design standards for the removal devices, maintenance requirements, BMP requirements, record keeping and reporting requirements;

(e) A FOG inspection, monitoring and evaluation plan;

(f) Identification of resources to do inspections and enforce the FOG control plan; and,

(g) A maintenance schedule for lines affected by FOG blockages.

(7) For permittees with 2000 or more connections, and at the option of permittees with less than 2000 connections, a SECAP. Where required, the SECAP shall include the following:

(a) an evaluation of the wastewater collection system's existing hydraulic capacity using historical information such as flow, system records, current zoning, local development options, and maintenance records;

(b) identification of system deficiencies; and,

(c) a CIP that includes an appropriate model for the system that can be used to evaluate the hydraulic conditions in the system and identify existing and forecast future deficiencies to provide hydraulic capacity such as for future dry weather peak flow conditions, as well as the appropriate design for storm or wet weather events. The CIP shall establish a short and long term schedule to address the deficiencies and conditions identified, including a priority list, alternative analysis, and schedule for recommended upgrades. The CIP shall include increases in pipe size, I/I reduction plans, increases in pumping capacities and/or redundancies, storage capacity increases and recommended trunk line cleaning schedules or other monitoring activities. The CIP shall identify the sources of funding. The schedule shall be reviewed and adjusted yearly.

5.3 Monitoring, Measurement, and SSMP Modifications.

(1) The permittee shall maintain relevant information that can be used to establish and prioritize appropriate SSO prevention activities and shall document all monitoring activities (i.e. daily cleaning activities, CCTV video records, manhole inspections, and hot spot activities).

(2) The permittee shall regularly review the effectiveness of each element of the SSMP and shall monitor the SECAP implementation (when required).

(3) The permittee shall annually assess the success of the operation and maintenance plan (i.e. line cleaning, CCTV inspections and manhole inspections, and SSO events) and adjust the operation and maintenance plan as needed based on system performance.

(4) The permittee shall update SSMP elements, as appropriate, based on monitoring or performance evaluations.

(5) The permittee shall regularly identify and illustrate SSO trends, including frequency, location, and volume.

(6) The permittee shall conduct periodic internal audits, appropriate to the size of the system and the number of SSOs. At a minimum, these audits must occur every five years and a report must be prepared and kept on file. This audit shall focus on evaluating the effectiveness of the SSMP and the permittee's compliance with the SSMP, including identification of any deficiencies in the SSMP and steps to correct them.

(7) The permittee is encouraged to communicate with the public, as needed, on the development, implementation, and performance of the SSMP. The permittee may establish a public outreach/communication plan which shall provide the public with the opportunity to provide input to the permittee as the SSMP is developed and implemented.

(8) The SSMP shall be prepared by, or under the direction of, a Utah certified professional engineer or another qualified professional.

(9) The SSMP must be completed by the deadlines listed in the Timeframe for Implementation in R317- 801-6.

R317-801-6. Certification, Submission and Implementation Requirements.

6.1 Timeline for Notice, SSMP, and Certification. The permittee shall certify to DWQ that a SSMP is in place that is in compliance with the USMP by submitting a notice to DWQ within the time frames identified in the following time schedule:



Table 1. Timeframe for Implementation.

Task	Completion Dates by Population			
	>50,000 population	15,001 to 50,000 population	3,501 to 15,000 population	3,500 and Less population
Notice of Intent to be covered by General Permit	4 - 6 Months after effective date of rule			
Completion of SSMP (excluding SECAP)	24 months after effective date	30 months after effective date	36 months after effective date	42 months after effective date
Completion of SECAP when required	36 months after effective date	42 months after effective date	48 months after effective date	60 months after effective date

6.2 Significant Modifications. Significant modification of the SSMP must be public noticed by the permittee and approved by the permittee's governing body at a public meeting. A new notice certifying the revised SSMP is in place shall be sent to DWQ.

6.4 Incomplete Reports. If a permittee becomes aware that it failed to submit required information in any notice or report, the permittee shall promptly amend the notice or report.

6.5 Certification of Notices and Reports. All notices and reports submitted to DWQ shall be signed and certified as required in R317-8-3.4.

KEY

sewer collection systems, Utah Sewer Management Program

Date of Enactment or Last Substantive Amendment

June 21, 2012

Authorizing, Implemented, or Interpreted Law

19-5-105

Rule converted into HTML by the Division of Administrative Rules.

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Section 1 Clinton City

Sanitary Sewer Management Plan

Introduction

Clinton City Corporation provides sewage collection and/or treatment to its residents. This Sewer System Management Plan (SSMP) manual has been established to provide a plan and schedule to properly manage, operate, and maintain all parts of the sewer collection system to reduce and prevent SSOs, as well as minimize impacts of any SSOs that occur. The Management for Clinton City recognizes the responsibility it has to operate the sewer system in an environmentally and fiscally responsible manner. As such, this manual will cover aspects of the collection system program necessary to provide such an operation. This manual may refer to other programs or ordinances and by reference may incorporate these programs into this manual.

Definitions

The following definitions are to be used in conjunction with those found in Utah Administrative Code R317. The following terms have the meaning as set forth:

1. "BMP" means "best management practice".
2. "CCTV" means "closed circuit television".
3. "CIP" means a "Capital Improvement Plan".
4. "DWQ" means "the Utah Division of Water Quality".
5. "FOG" means "fats, oils and grease". This is also referred to as a Grease Oil and Sand Program (GOSI).
6. "I/I" means "infiltration and inflow".
7. "Permittee" means a federal or state agency, municipality, county, district, and other political subdivision of the state that owns or operates a sewer collection system or who is in direct responsible charge for operation and maintenance of the sewer collection system. When two separate federal or state agencies, municipality, county, district, and other political subdivision of the state are interconnected, each shall be considered a separate Permittee.
8. "SECAP" means "System Evaluation and Capacity Assurance Plan".

9. "Sewer Collection System" means a system for the collection and conveyance of wastewaters or sewage from domestic, industrial and commercial sources. The Sewer Collection System does not include sewer laterals under the ownership and control of an owner of real property, private sewer systems owned and operated by an owner of real property, and systems that collect and convey stormwater exclusively.
10. "SORP" means "Sewer Overflow Response Plan"
11. "SSMP" means "Sewer System Management Plan".
12. "SSO" means "sanitary sewer overflow", the escape of wastewater or pollutants from, or beyond the intended or designed containment of a sewer collection system.
13. "Class 1 SSO" (Significant SSO) means a SSO or backup that is not caused by a private lateral obstruction or problem that:
 - affects more than five private structures;
 - affects one or more public, commercial or industrial structure(s);
 - may result in a public health risk to the general public;
 - has a spill volume that exceeds 5,000 gallons, excluding those in single private structures; or
 - discharges to Waters of the State of Utah.
14. "Class 2 SSO" (Non Significant SSO) means a SSO or backup that is not caused by a private lateral obstruction or problem that does not meet the Class 1 SSO criteria.
15. "USMP" means the "Utah Sewer Management Program".

General SSO Requirements

The following general requirements for SSO's are stipulated in R317-801 and are included here as general information.

1. The permittee shall take all feasible steps to eliminate SSOs to include:
 - Properly managing, operating, and maintaining all parts of the sewer collection system;
 - training system operators;

- allocating adequate resources for the operation, maintenance, and repair of its sewer collection system, by establishing a proper rate structure, accounting mechanisms, and auditing procedures to ensure an adequate measure of revenues and expenditures in accordance with generally acceptable accounting practices; and,
 - providing adequate capacity to convey base flows and peak flows, including flows related to normal wet weather events. Capacity shall meet or exceed the design criteria of R317-3.
2. SSOs shall be reported in accordance with the requirements below.
 3. When an SSO occurs, the permittee shall take all feasible steps to:
 - control, contain, or limit the volume of untreated or partially treated wastewater discharged;
 - terminate the discharge;
 - recover as much of the wastewater discharged as possible for proper disposal, including any wash down water; and,
 - mitigate the impacts of the SSO.

SSO Reporting Requirements

R317-801 stipulates when and how SSO's are reported. Following are those reporting requirements as of 04/23/2012.

SSO REPORTING. SSOs shall be reported as follows:

1. A Class 1 SSO shall be reported orally within 24 hrs and with a written report submitted to the DWQ within five calendar days. Class 1 SSO's shall be included in the annual USMP report.
2. Class 2 SSOs shall be reported on an annual basis in the USMP annual report.

ANNUAL REPORT. A permittee shall submit to DWQ a USMP annual operating report covering information for the previous calendar year by April 15 of the following year.

Sewer Use Ordinance

Clinton City has a sewer ordinance that has been adopted by the governing body. This ordinance contains the following items as stipulated by Utah State Code R317-801:

1. Prohibition on unauthorized discharges,

2. Requirement that sewers be constructed and maintained in accordance with R317-3,
3. Ensures access or easements for maintenance, inspections and repairs,
4. Has the ability to limit debris which obstruct or inhibit the flow in sewers such as foreign objects or grease and oil,
5. Requires compliance with pretreatment program,
6. Allows for the inspection of industrial users, and
7. Provides for enforcement of for ordinance or rules violations.

The following elements are included in this SSMP:

- General Information
- Operations and Maintenance Program
- Sewer Design Standards
- Sanitary Sewer Overflow Response Plan
- Grease, Oil and Sand Interceptor Management Program
- System Evaluation and Capacity Assurance Plan
- SSMP Monitoring and Measurement Plan
- Sewer System Mapping Program
- Basement Backup Program

This program is intended to be a guidance document and is not intended to be part of a regulatory requirement. As such, failure to strictly comply with documentation requirements is, in and of themselves, not a failure of the program's effectiveness. Documentation failures are intended to be identified during system self-audits and will be addressed as training opportunities. Significant system failures will be followed up with corrective action plans. This corrective action process will be implemented by all individuals involved in the SSMP program. Not all Clinton City employees will necessarily be involved in the collection system operations. As such, not all employees will receive program training. Finally, although not a part of this SSMP program, Clinton City is an active participant in the Blue Stakes of Utah Utility Notification system. This system, regulated under title 54-8A of the Utah State Code, stipulates utility notification of all underground operators when excavation takes place. The intent of this regulation

is to minimize damage to underground facilities. Clinton City has a responsibility to mark their underground sewer facilities when notified an excavation is going to take place. Participation in the Blue Stakes program further enhances the protection of the collection system and reduces SSO's.

Chapter 8. Sewerage System

23-8-1	Sewer Division and System
23-8-2	Sewerage Collection Utility Fee Imposed
23-8-3	Pipes to be Kept in Good Repair.
23-8-4	Quality of Service Pipe.
23-8-5	Use of City Sewerage Collection System Mandatory

23-8-1 Sewer Division and System.

(1) The City sewer division is hereby created to administer the operation and maintenance of the sewerage collection system of the City.

(i) The sewerage collection system shall consist of property, equipment, rights, contractual or otherwise, possessed by the City to the utilization of mains, outfall lines, treatment plants of other governmental agencies by means of which the City is empowered to provide sewer services of whatever character to its inhabitants.

23-8-2 Sewerage Collection Utility Fee Imposed.

(1) In addition to fees established in § 23-7-22 above, the City Council may establish special rates and conditions for users of the sewerage collection system:

- (a) At amounts resulting in lesser or greater discharges or of unusual characteristics; or,
 - (b) Making use thereof under exceptional circumstances upon such terms and conditions that they may deem proper; or,
 - (c) Connecting into the system from outside the City; and,
 - (d) The City Council may take into consideration the requirements and rates of other needs and demands of other Districts or utilities in arriving at special rates.
- (2) Each developed parcel connected to the sewerage collection system within the City shall be charged a sewerage collection utility fee.
- (3) Fees shall be established based upon water usage and fees assessed by the North Davis Sewer District.
- (4) All fees will be set from time to time by the Council and established by resolution in the Consolidated Fee Schedule.

23-8-3 Pipes to be Kept in Good Repair.

(1) All users of the sewerage collection system shall keep their lateral pipes and connections and other apparatus in good repair and protected from frost at their own expense.

(2) All users shall maintain the clean-out located on the exterior of the house so that it is above grade, readily accessible, and has an approved cap to prevent infiltration from the surrounding area.

(3) No person shall be allowed to dig into the street for the purpose of laying, removing, or repairing any service pipe without first applying for and receiving a permit from the Public Works Department. City Public Works projects are exempt from the permit requirement.

History: 10/10

23-8-4 Quality of Service Pipe.

(1) All service and other pipes used in conjunction with the sewer services of the City shall be of such material, quality, and specifications as the City Council may, from time to time by resolution, provide, and shall be installed at such distances below ground as may be specified by regulations relating to the sewer division. All work, alterations, or extensions affecting sewer pipes shall be subject to the acceptance of the Supervisor. Connections with sewer mains shall not be made without first obtaining a permit from the Community Development Department.

(2) No person shall be allowed to conduct sewer pipes across lots or under future building pads to adjoining premises or building without first applying for and receiving a permit from the Community Development Department. Actions of this type will require property rights to be honored and that easements be established for construction and maintenance access.

23-8-5 Use of City Sewerage Collection System Mandatory.

It shall be unlawful for the owner or any other person occupying or having charge of any premises within the City limits which are situated within 300 feet of a sewer main to dispose of sewage by any means other than by use of the City sewerage collection system. It shall be unlawful to construct or to continue the use of any other sewage disposal system such as a privy, vault, cesspool or septic tank on such property.

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Section 2 Clinton City

SSMP – General Information

This Sanitary Sewer Management Plan was adopted by Clinton City council on _____.

The responsible representative(s), position and phone number for Clinton City with regard to this SSMP is/are:

Public Works Director

Mike Child 801-614-0870

Assistant Public Works Director / Collection System Supervisor

David Williams 801-614-0870

Description of Roles and Responsibilities

The following positions have the described responsibility for implementation and management of the specific measures as described in the SSMP.

Public Works Director

This individual is responsible for overall management of the sanitary sewer collection system. Responsibilities include working with governance to assure sufficient budget is allocated to implement the SSMP.

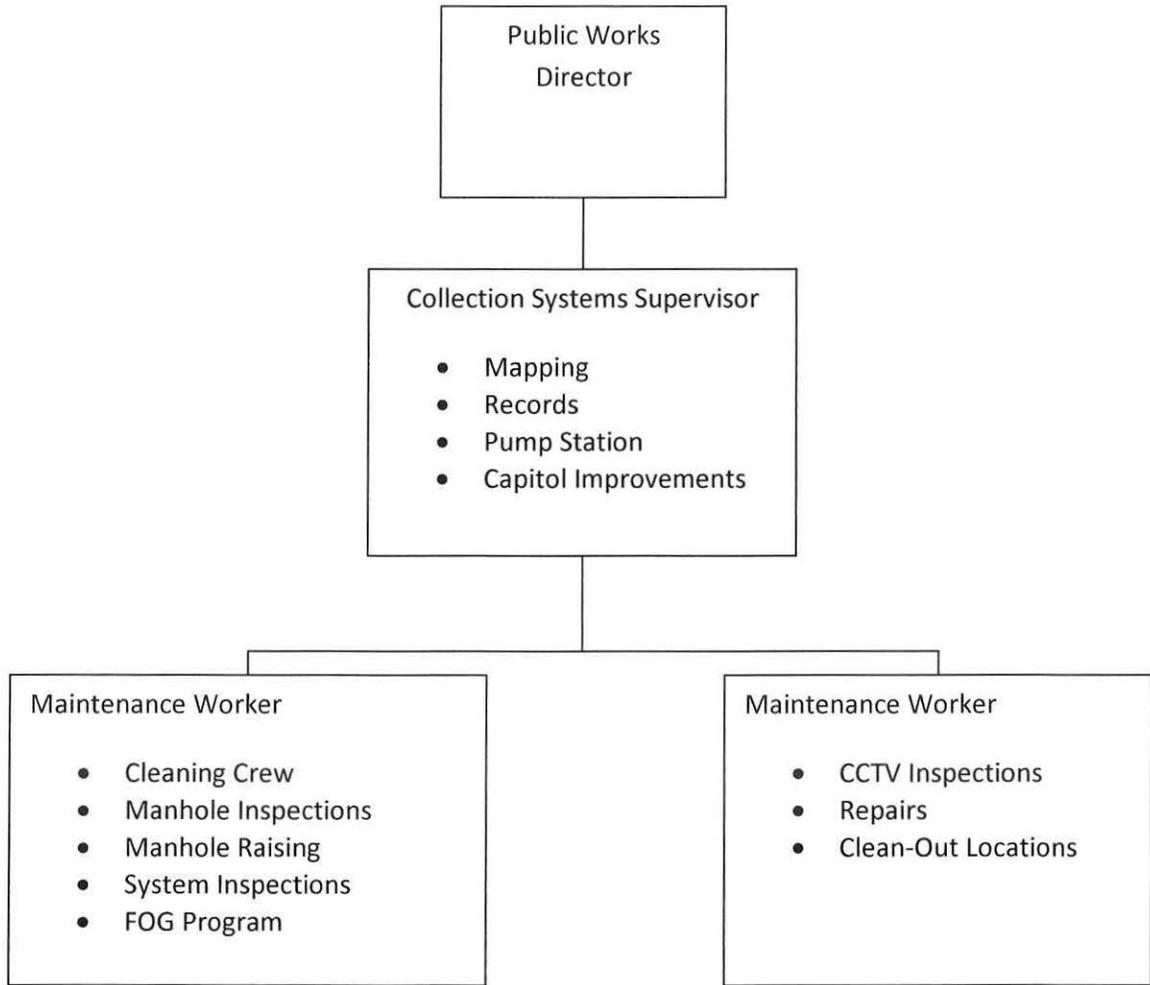
Collection System Supervisor

This individual is responsible for maintenance of the SSMP documentation, daily implementation of the SSMP; this includes maintenance activities, system mapping, and development of a capital improvement program and general supervision of collection system staff.

Maintenance Workers

Maintenance workers in the sewer system will be certified by the state of Utah. Certification for Clinton City is set at a Grade III. Employees will participate in training on a regular basis consistent with DWQ continuing education requirements.

Organization Chart



Section 3 Clinton City

Operations and Maintenance Program

Clinton City has established this sanitary sewer system operations and maintenance program to ensure proper system operations, to minimize any basement backups or SSOs, and to provide for replacement, refurbishment, or repair of damaged or deteriorated piping systems. The combined maintenance program should insure that the environment and health of the public are protected at a reasonable cost for the end users. To this end, the following areas are described and included in this maintenance program:

- System Mapping
- System Cleaning
- System CCTV Inspection
- Pump Station/Pressure Lines Inspection
- Manhole Inspection
- Defect Reporting
- Damage Assessment

System Mapping

An up to date map is essential for effective system operations. Clinton City has assigned the mapping responsibility to the public works collection supervisor who will prepare and maintain current mapping for the entire sanitary sewer system. Mapping will be maintained in a graphical information system (GIS). Current mapping is available at the Clinton City public works offices.

Should any employee identify an error in the mapping, they should document the error on a defect report and give it to the collection supervisor.

System Cleaning

Sanitary sewer system cleaning is accomplished through various means and methods. Clinton City has established a goal to clean the entire system every three years and main lines yearly. Based on experience over the years, this frequency significantly reduces the number of basement backups, controls grease problems and flushes any bellies in the system. In addition, Clinton City has a listing of identified hot spots which are maintained at a higher frequency. Systems which may have roots are hydraulically cut out and areas where restaurants are close together are hydraulically flushed with a

high pressure jet truck. The following methods are employed to provide system cleaning:

Clinton City Hydraulic Cleaning
Contractor Mechanical Roding
Chemical Root Control
Chemical FOG Control

Cleaning records are maintained at Clinton City Public Works building. Contractors are required to provide cleaning records associated with their work. Cleaning history should also be entered into the GIS. Should the cleaning process identify a serious defect, the problem should be reported on a Defect Report Form. The collection system supervisor should be given the defect reports for further action. The defect report should be specific as to location and type of problem. A copy of the Defect Report Form is included at the end of this narrative section. A summary of cleaning activities shall be prepared annually by the collection system supervisor or designee. This summary will normally be presented to the Public Works Director annually.

System CCTV Inspection

Closed Circuit TV inspections of the sanitary sewer system are used to assess pipe condition and identify problems or possible future failures which need current attention. The CCTV process also identifies the piping condition to allow for replacement prior to failure. Generally, Clinton City will conduct CCTV inspection with its own staff. Inspections of the system will occur every 5 years. This inspection frequency is based on the pipe aging process. As such, once the system has been inspected completely, change usually occurs gradually. CCTV will also be employed when a systems operation or capacity is questioned, major construction areas or when an SSO occurs. Any defects identified during the CCTV process should be reported on a Defect Report Form and the form should be given to the collection system supervisor for possible repairs. Documentation of CCTV activities will be maintained at the public works office on the GIS. When contractors are employed to inspect the sanitary sewer system they will be required to submit records for their work. The collection system supervisor will prepare an annual summary of CCTV completed for that calendar year.

Pump Station/Pressure Line Inspection

Staff inspects the pump station regularly for correct operations. Included in this inspection is a visual observation of the pressure line alignment in order to insure there are no leaks. The Pump station is also monitored via remote monitoring with alarm notification. Operators inspecting the pump station will complete the included Pump

Station Inspection Form. Should a problem be encountered that cannot be corrected during the inspection, a Defect Report Form should be completed and the form given to the collection system supervisor. If the defect has the potential to cause a sanitary sewer overflow, immediate action should be taken to insure no overflow occurs. During the inspection of the pressure sewer alignment, operators should be looking for unusual puddles. If a potential leak is identified a Defect Report should be completed and given to the collection system supervisor for further action. An evaluation will be made to determine if there is an actual leak and appropriate action taken.

Manhole Inspection

Clinton City schedules annual inspection of the sanitary sewer manholes (M/H). The M/H inspection involves the identification of foreign objects and surcharging that may be present, also the condition of the collar, cone, riser, ring and lid. Crews inspecting the manholes will be given maps by the collection system supervisor who will monitor the progress and completeness of the inspection process. When a potential defect is identified the manhole should be flagged. Flagged manholes should be checked by an operator within several days to determine further action. If, during the inspection process, the inspection crew believes a problem is imminent, they should immediately cease inspecting and inform the collection system supervisor of the problem. A cleaning crew should be dispatched immediately to ensure correct system operations. All inspection records should be retained and input into GIS for documentation of work performed.

Defect Reporting

Defect Reports generated through the cleaning, CCTV inspection, pump station inspection or manhole inspection programs will be prioritized for correction by the collection system supervisor. Any defects which have the potential for catastrophic failure and thus create a sanitary sewer overflow should be evaluated immediately and discussed with the collection system supervisor and public works director for repair. Repair methods may include:

- Spot Excavation Repairs
- Spot Band Repairs
- Segment Excavation Replacements
- Segment Lining
- Manhole Rehabilitation

When a defect is not flagged for immediate repair, it should be considered for placement on the "hot spot" list. This will allow for vigilant maintenance to ensure failure

and a subsequent sanitary sewer overflow do not take place. Defect reports should be used in the Budget process to determine what financial allocation should be made in the next Budget year. The collection system supervisor should include outstanding defects in the annual report.

Collection System Damage

Collection system damage may occur as a result of multiple factors, some identified as a result of inspection activities and some identified as a result of damage by third parties such as contractors.

Damage Identification

The identification of system damage which may result in an SSO or basement backup is important to prevent environmental, public health, or economic harm. Identification of damage may be from either internal activities or external activities.

Internal activities which may result in the identification of damage include the following:

1. Collections Maintenance Activities
2. CCTV Inspection Activities
3. Manhole Inspection Activities

These three activities are discussed in this Maintenance Program and the identification of damage will result in the generation of a Defect Report. Generally, damage identification is an iterative and continuous process.

External activities which identify damages include:

1. Contractor Notification of Damage
2. Directional Drilling Notification of Damage
3. Public Damage Complaints

All three of these notifications generally require immediate response. Staff should respond and evaluate the seriousness of the damage and the effect on the environment. Damages which include a release to the environment should be handled in accordance with the SORP. Damages which cause a basement backup should trigger the Basement Backup program. Damages which remain in the trench should be de minimis and do not require more action than the repair

of the damage.

Whatever the cause of collection system damage, the response should be expeditious to prevent environmental or economic harm. Clinton City staff should consider all damages an emergency until it is shown by inspection to be a lower priority.

Damage Response Actions

When damages occur in the collection system, the following actions help define the path staff should take. These action plans are not inclusive of all options available but are indicative of the types of response that may be taken.

Stable Damage

Inspection activities may show a system damage which has been there for an extended period of time. Such damage may not require immediate action but may be postponed for a period of time. When stable damage is identified and not acted upon immediately, a defect report should be prepared. If such a defect is identified and repaired immediately, a defect report is not needed. An example of stable damage could be a major crack in a pipeline or a severely misaligned lateral connection where infiltration is occurring.

Unstable Damage

Unstable damage is damage which has a high likely hood that failure will occur in the near future. Such damage may be a broken pipe with exposed soil or a line which has complete crown corrosion. In these cases, action should be taken as soon as there is a time, a contractor, materials and other necessary resources available. When such unstable damage is identified, if possible, consideration should be given to trenchless repairs which may be able to be completed quicker than standard excavation. Immediately after identification the public works director should be contacted to review and take care of budget considerations.

Immediate Damage

When a contractor or others damage a collection line such that the line is no longer capable of functioning as a sewer, this immediate damage must be handled expeditiously. Such damage allows untreated wastewater to pool in the excavation site, spill into the environment or possibly backup

into a basement. Under such conditions priority should be given to an immediate repair. Since excavation damage may be a result of contractor negligence or it could be a failure of Clinton City to adequately protect the line by appropriately following the Damages to Underground Utilities Statute 54-8A, priority should be given to effecting a repair and not to determining the eventual responsible party.

As can be determined from the above action plans, priority should always be preventing SSO's and attendant environmental damage, to prevent basement backups and financial impacts, and to prevent public health issues.

Section 4 Clinton City

Cranefield Lift Station Checklist

Month: _____

Tasks	Week 1	Week 2	Week 3	Week 4
Outside Yard, Pathway and Building	Check when completed	Check when completed	Check when completed	Check when completed
	Date	Date	Date	Date
No Vandalism	M T W Th F □□□□□			
Cleanliness	M T W Th F □□□□□			
No leaks	M T W Th F □□□□□			
No weeds	M T W Th F □□□□□			
Condition of building	M T W Th F □□□□□			
Gate good condition, security.	M T W Th F □□□□□			
Fence	M T W Th F □□□□□			
Quick connects locked	M T W Th F □□□□□			
No bad odors	M T W Th F □□□□□			
Cleanliness	M T W Th F □□□□□			
Remove Garbage	M T W Th F □□□□□			
Check force main alignment for leaks or potential construction near it	M T W Th F □□□□□			

Section 4 - Cranefield Lift Station Checklist

Wet Well	Check when completed Date	Check when completed Date	Check when completed Date	Check when completed Date
Wash down (weekly)	M T W Th F □□□□□			
Check grease block	M T W Th F □□□□□			
Safety Grates in place	M T W Th F □□□□□			
Normal flow coming in	M T W Th F □□□□□			
Remove any large objects	M T W Th F □□□□□			
Pump out and clean wet well (April, Oct)	M T W Th F □□□□□			
Clean and inspect floats (April, Oct)	M T W Th F □□□□□			
Interior of building	Check when completed Date	Check when completed Date	Check when completed Date	Check when completed Date
Floors clean up and down	M T W Th F □□□□□			
No cobwebs	M T W Th F □□□□□			
No leaks, up and down	M T W Th F □□□□□			
Safety equipment in place (grates, railings, fire ext.)	M T W Th F □□□□□			
Lights working	M T W Th F □□□□□			
Door condition (security)	M T W Th F □□□□□			
Clean sink	M T W Th F □□□□□			

Section 4-Cranefield Lift Station Checklist

Empty garbage's	M T W Th F □□□□□			
Everything in its place (tools, hose, supplies, etc)	M T W Th F □□□□□			
Electrical boxes safe, cords good condition	M T W Th F □□□□□			
Vents, heaters, fans working properly	M T W Th F □□□□□			
Dry well floor sump working properly	M T W Th F □□□□□			
Other maintenance of building	M T W Th F □□□□□			
Generator				
	Check when completed Date	Check when completed Date	Check when completed Date	Check when completed Date
Visual inspection, condition, leaks	M T W Th F □□□□□			
Display readings normal	M T W Th F □□□□□			
Record hours, starts	M T W Th F □□□□□			
Switches and controls in proper position	M T W Th F □□□□□			
Self test completed	M T W Th F □□□□□			
Check oil, fuel, filters	M T W Th F □□□□□			
Service generator every 6 months load test yearly	M T W Th F □□□□□			
Waste System				
	Check when completed Date	Check when completed Date	Check when completed Date	Check when completed Date
Control panel Controls in proper position	M T W Th F □□□□□			

Section 4 - Cranefield Lift Station Checklist

Pump rotation order	M T W Th F □□□□□			
Record pump hours, compare to history	M T W Th F □□□□□			
Update log book on each motor history	M T W Th F □□□□□			
No excessive vibrations in pumps	M T W Th F □□□□□			
Motor AMP readings	M T W Th F □□□□□			
Check all electrical connections (April, Oct)	M T W Th F □□□□□			
No excessive vibrations in pumps	M T W Th F □□□□□			
Land drain system	Check when completed Date	Check when completed Date	Check when completed Date	Check when completed Date
Check control panel controls in proper position	M T W Th F □□□□□			
Check pump rotation order	M T W Th F □□□□□			
Record pump hours and compare to history	M T W Th F □□□□□			
Visual inspection of wet well (weekly)	M T W Th F □□□□□			
SCADA system	Check when completed Date	Check when completed Date	Check when completed Date	Check when completed Date
Test alarm dialer (weekly)	M T W Th F □□□□□			
Watch for problems, unusual trends, failed pumps, bad signal, etc.	M T W Th F □□□□□			

**Clinton City
Sanitary Sewer System Defect Report**

Date: _____

Time: _____

Location of Defect: _____

Identified by: _____

Description of Defect: _____

Urgency of Needed Corrective Action:

Immediate Action Required:

Repair or Correct Soon:

Problem Stable:

No Immediate Action Needed:

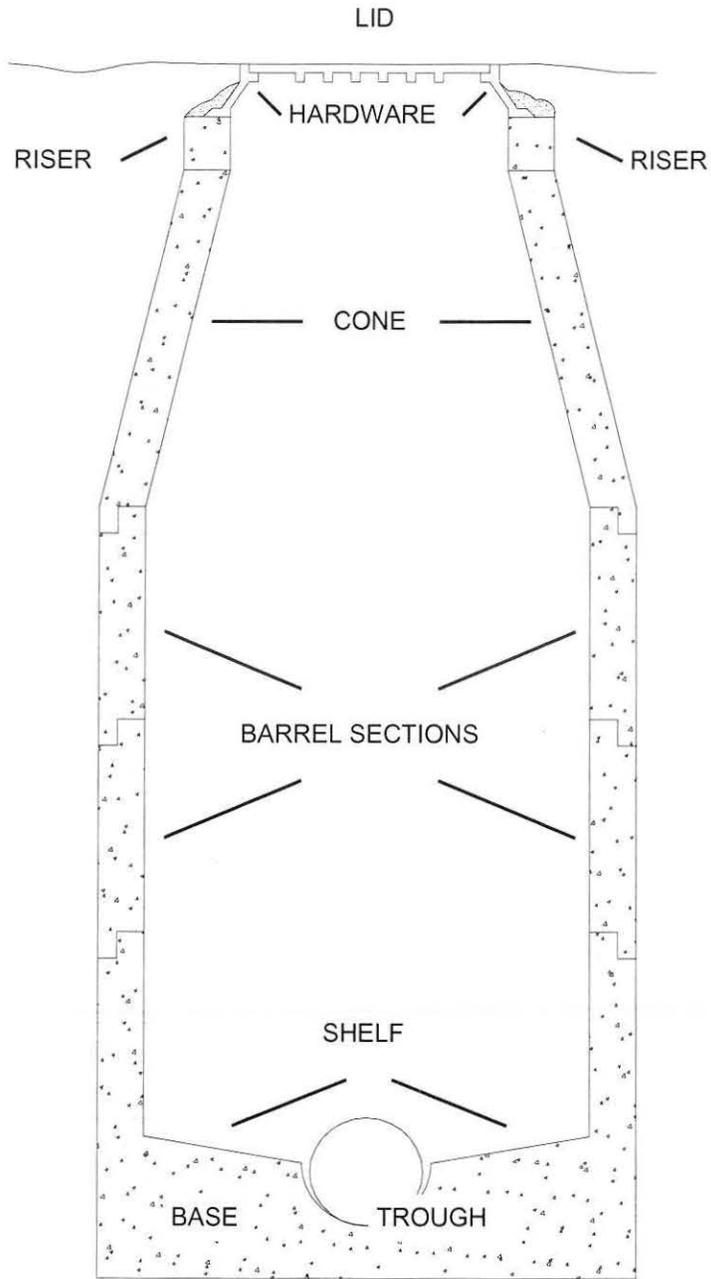
Recommended Remedial Action: _____

Manhole Inspection Manual

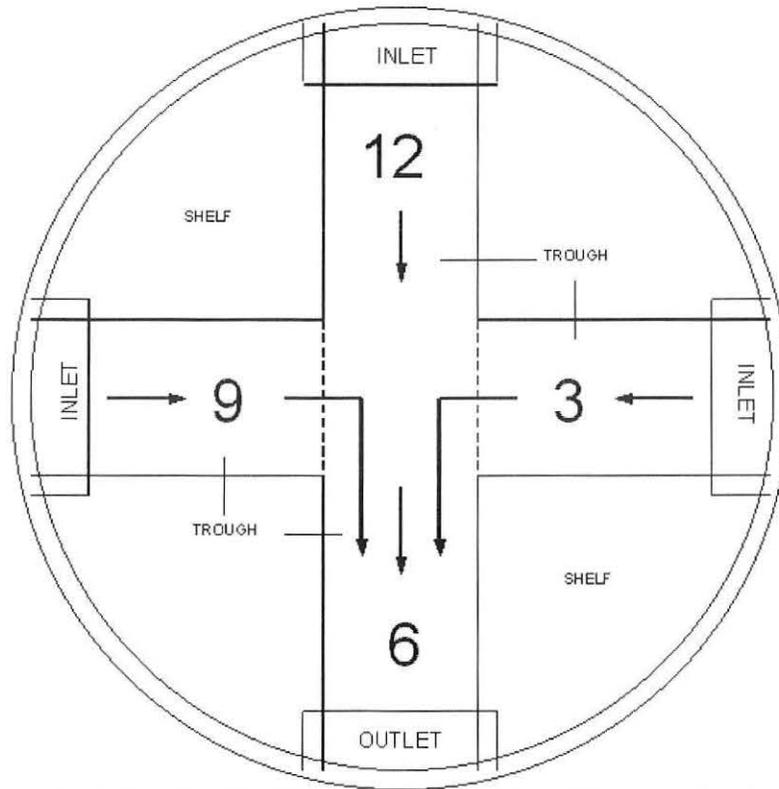


Guidelines for manhole inspection

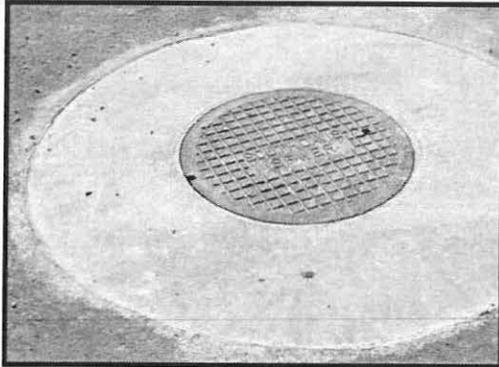
Manhole Detail



PIPE TO MANHOLE CONNECTION



Collar Conditions

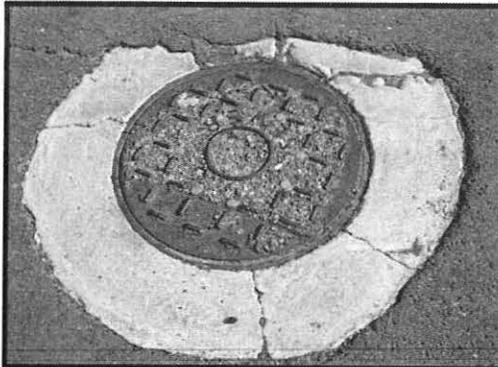
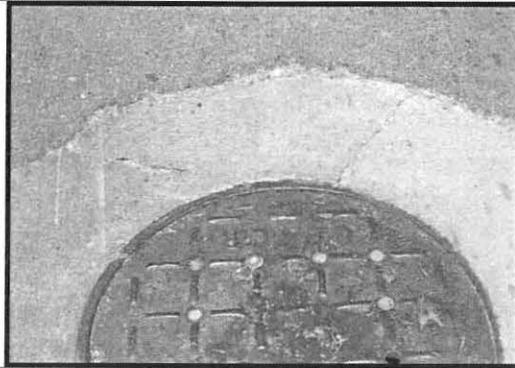


SATISFACTORY

Collar is solid and has one or two small cracks.

LOW PRIORITY

Light cracks are visible on the collar, but the collar is holding strong.

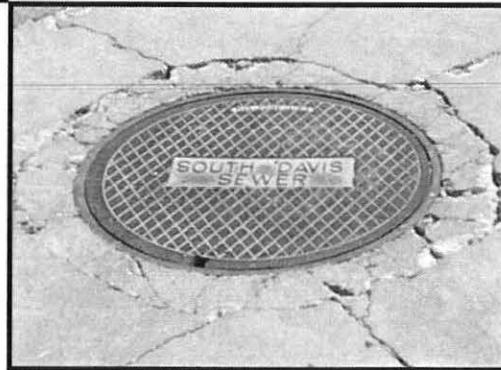


MEDIUM PRIORITY

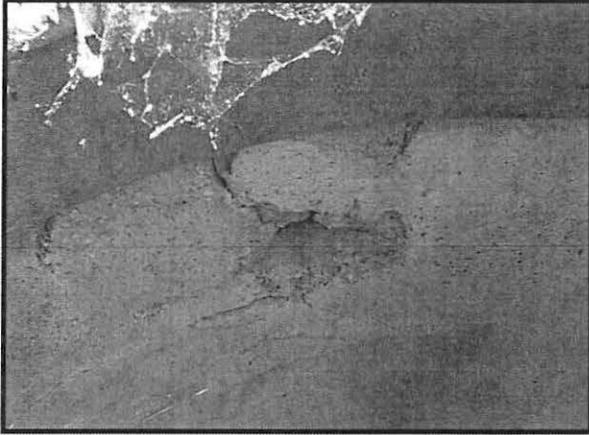
Collar has multiple large cracks that have begun spalling, but all cement is intact.

HIGH PRIORITY

Collar has multiple, wide cracks, concrete and hardware are loose.



Cone Condition

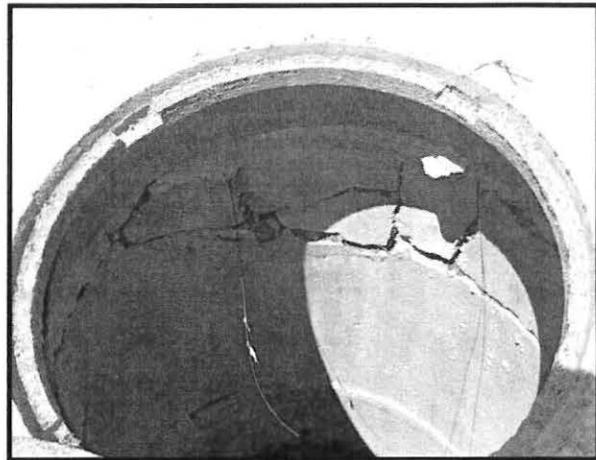


MEDIUM PRIORITY

Cone has wide cracks and corrosion has occurred and is exposing rebar.

HIGH PRIORITY

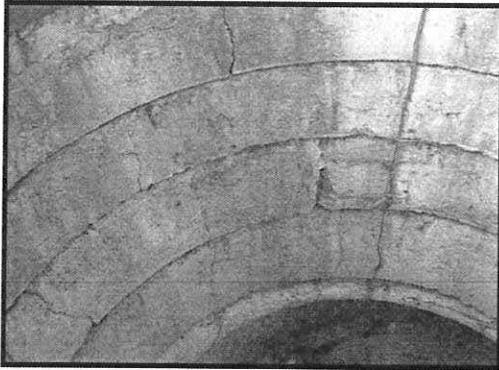
Large pieces of cone are missing and pieces may easily fall into trough.



NOTE: There are no low priority work orders issued on cones. Cones are too costly to repair until heavy damage has occurred.

Make a note of:
Cover problems
Odors
Vermin
Roaches

Riser Conditions

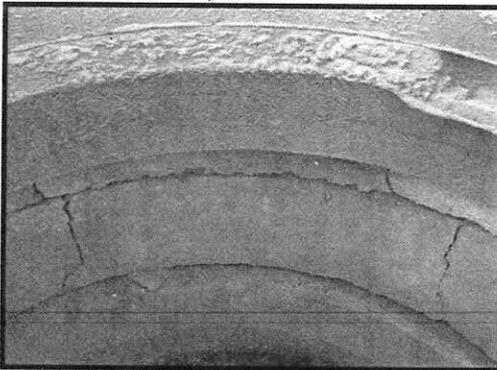


SATISFACTORY

Concrete riser has multiple small cracks, but risers are sitting stable and are aligned.

SATISFACTORY

Steel riser has no cracks and is sitting stable.

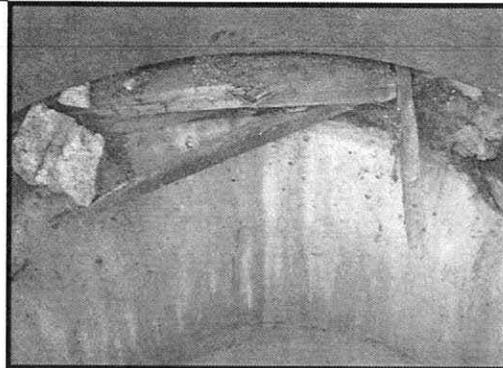


MEDIUM PRIORITY

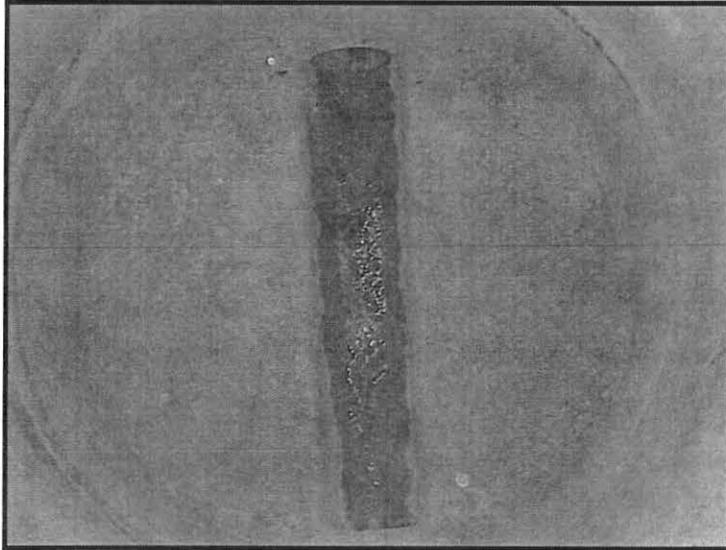
Riser has wide cracks, but all pieces are intact.

HIGH PRIORITY

Risers are loose and pieces may easily fall in the trough.



Shelf Condition

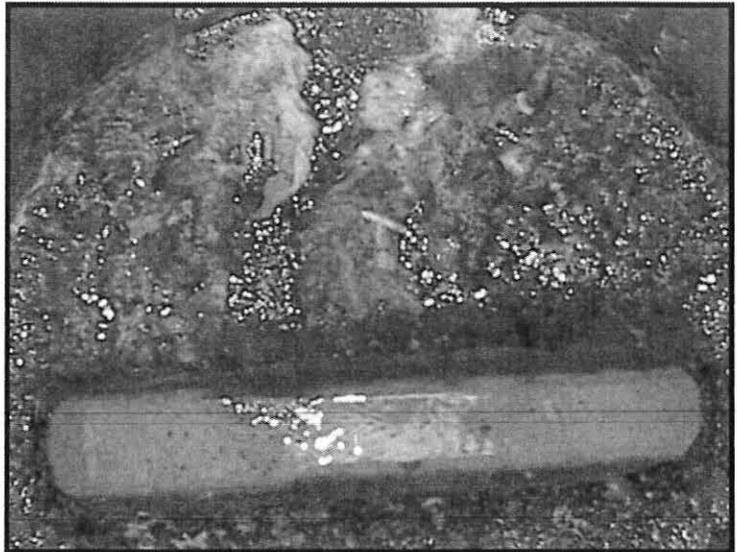


SATISFACTORY

Manhole shelf is clean from all debris and there is no evidence of any surcharge.

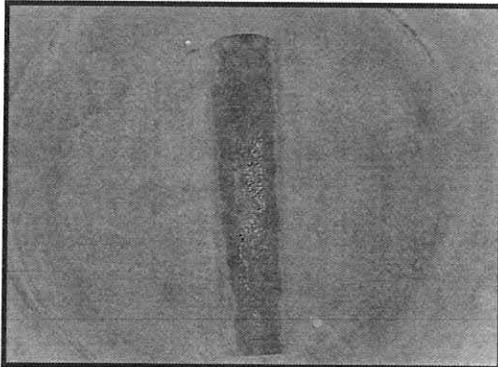
DIRTY

Debris is present on manhole shelf and there is evidence of previous surcharge.



Inspect for
Signs of Surcharge
Evidence of ground water
Grease

Trough Conditions

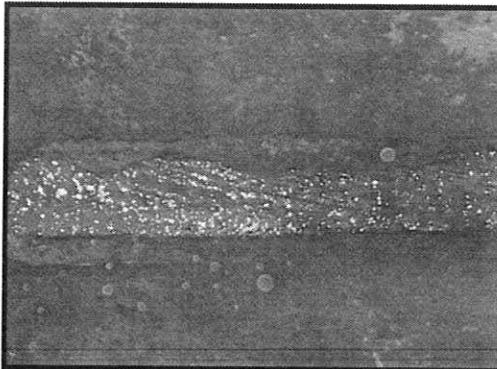
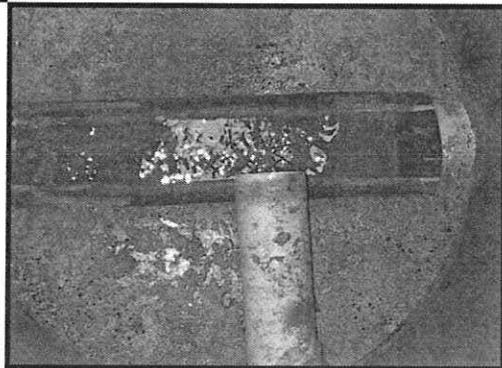


SATISFACTORY

Line is clean and free of debris or obstructions.

SATISFACTORY W/ GRIT

Light grit or grease has settled in pipe, but flow is strong.



MEDIUM PRIORITY

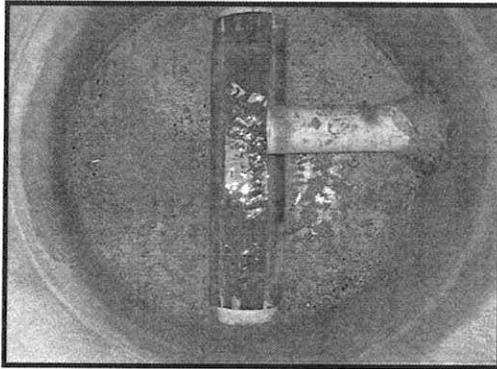
Dirt, grease or any obstruction is causing a restricted flow, but no surcharge has occurred.
NOTE: Small obstructions should also receive a medium priority, they can become a problem quickly.

HIGH PRIORITY

Due to any kind of obstruction or large amounts of dirt, manhole is backing up and needs immediate attention.



Hydraulic Inspection

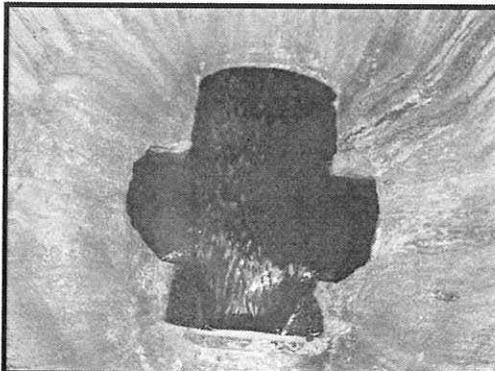
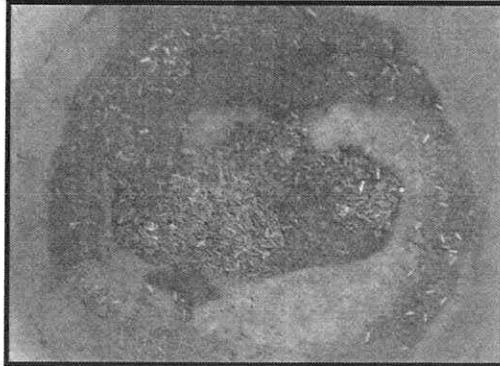


LOW FLOW

Pipe is less than 1/3 full.
Medium Flow— pipe is over 1/3 full, but less than 2/3.
Heavy Flow— pipe is over 2/3 full.

NO FLOW

Trough has no running water.



LARGE LINE/ LOW FLOW

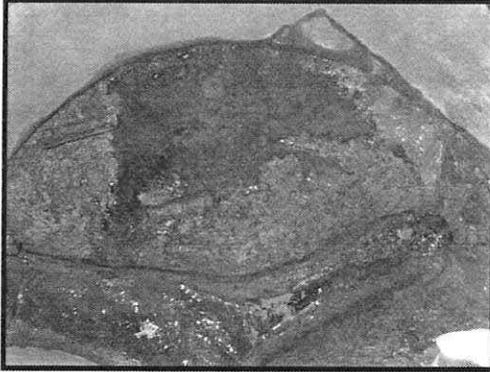
Although a lot of water is flowing through a large line, it still fits under the regular flow criteria.

SURCHARGE

The surface of the wastewater is, or has been risen above the top of the inlet or outlet pipe and there is evidence of debris.



Infiltration

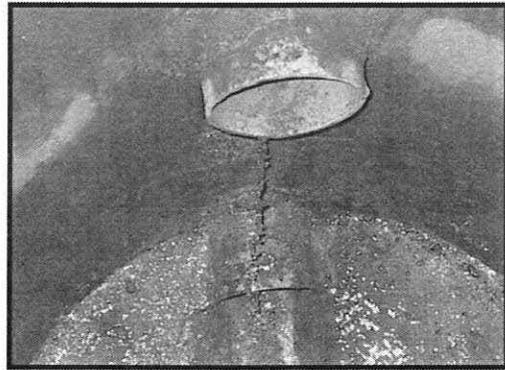


LIGHT

Calcium deposits are present in the manhole and/or there are small leaks.

MEDIUM

Ground water is running in at a steady stream.



HEAVY

Ground water is coming into the manhole in a pressurized stream.



GLOSSARY

Abandoned– manhole is placed on a line that was left in the ground, but is no longer in service.

Base Ring– also called hardware; sits on top of the risers or cone and provides a lip for the lid to sit in.

Satisfactory– base ring is level with the road and is stable.

Needs to be Raised– base ring sits 1" or lower than road grade.

Needs to be Lowered– base ring is above road grade.

High Priority– base ring has recessed and is loose.

Boards– 5/8" plywood boards, treated with linseed oil, are placed in manhole to keep line free of debris during construction.

Buried– manhole has been located and is under dirt or gravel.

Bypass– a device designed to permit all or part of the flow to be diverted from the usual channels. Some bypasses have a gate that completely diverts the flow until removed and others eliminate capacity constraints by allowing high flows to spill over into alternate troughs.

Collar– a circular band, 12" wide and 12" deep, that ties the hardware to the cone.

Satisfactory– collar has hairline cracks but is solid and stable.

Low Priority– light cracks in collar but is still sitting stable.

Medium Priority– multiple cracks in collar that have begun spalling.

High Priority– wide cracks and gaps are present in collar and hardware and concrete are loose.

Cone– tapers from barrel sections to hardware.

Satisfactory– small chips, but no cracks and is holding stable.

Low Priority– NO low priority work orders will be issued on cones. (Cones are too costly to repair until major damage has occurred.)

Medium Priority– cone has corroded and is exposing rebar.

High Priority– large pieces of cone are missing.

Cover– cast iron plate sealing the manhole; the main portion visible from the surface.

Satisfactory– manhole lid has no cracks.

Broken– manhole lid is cracked and should not be removed until a replacement lid has been arranged.

CS Operators– collection system operators.

Dead End– manhole has no inlets other than laterals.

Ditch– manhole is located in a depressed area designed for drainage.
(Ditch is not included in unimproved easement.)

External Drop Manhole– the inlet enters the manhole at an elevation higher than the outlet, so a drop is placed in so that the wastewater isn't dropped on the shelf. In a external drop manhole, all piping is located outside the manhole with a cleanout and inlet inside the manhole.

Flow– the wastewater traveling in the trough.

Low Flow– pipe is less than 1/3 full.

Medium Flow– pipe is over 1/3 full, but less than 2/3.

Heavy Flow– pipe is over 2/3 full.

Grass Easement– manhole is located in an area where grass has been planted and maintained.

Gutter– manhole is located near or in the gutter.

Hardware– also called base ring; sits on top of the risers or the cone and provides a lip for the lid to sit in.

High Priority– manhole could cause a back-up or destruction of personal property and needs to be taken care of immediately.

Illegal I/I– illegal inflow and infiltration; an illegal connection is present in the manhole. (i.e., sump pump)

Improved Easement– manhole is located in an area where work has been done to improve the quality of the land in a way that is not grass or roadway. (i.e., garden, agricultural field, playground.)

Incomplete Inspection– manhole did not receive a thorough inspection due to boards in the manhole or because the manhole was buried, overlaid or unable to locate.

Infiltration– a seepage of groundwater into the manhole.

Light– moisture or calcium deposits are visible in the manhole.

Medium– water is running into the manhole.

High– a pressurized stream of water is entering the manhole.

Inflatable Plug– a plug that is placed in the outlet of the manhole to prevent connection with the main line.

Inlet/ Outlet– pipe connection entering or leaving the manhole.

Satisfactory– no leaks from around pipe and is grouted properly.

Grout– no grout in present around pipe. (The jet washer will not break concrete pipe that has not been grouted, but it will break PVC pipe that has not been grouted, so only issue grouting work orders on PVC pipe.)

Needs Service– heavy infiltration from around pipe and/ or pipe is broken or cracked.

Inspector– takes care of all work related to new development and outside contractors.

Internal Drop Manhole– the inlet enters the manhole at an elevation higher than the outlet, so a drop is placed in so that the wastewater isn't dropped on the shelf. In an internal drop manhole, all piping is located inside the manhole.

Joined to Private– manhole is joined to a line owned and maintained by a private company.

Lateral– a connection to the manhole or line that allows service to a home or building.

Satisfactory– a clean, smooth flow with no broken or cracked pieces of pipe.

Needs Service– laterals have no troughs, or a drop lateral has no pipe.

Low Priority– though minor repairs are needed, no work is critical at this time.

Low Profile Hardware– base ring is only 2 1/2" tall. No low profile hardware is allowed in new subdivisions.

Manhole Rehab Crew– takes care of all work related to structural damage that doesn't require confined space entry and buried and overlaid manholes.

Medium Priority– manhole could cause a problem shortly and needs to be repaired when all high priorities have been taken care of.

Non– Vented Lid– no fabricated holes are present on the lid.

Outside Contractor– takes care of all problems related to work in the confined spaces of the manhole and major structural problems. (i.e., grout work, cracked cones)

Overlaid– manhole has been located with metal detector and is under asphalt.

Parking Lot– manhole is located in a parking lot. (Parking lot is not included in roadway.)

Pressure– a pipe that carries wastewater under pressure from a lift station dumps into the manhole here.

Rats– rats are present in the manhole.

Replace Cover– manhole lid needs to be replaced because it is either warped or identifies a utility other than sewer.

Riser– a ring that extends the height of the manhole to obtain grade with the road.

Satisfactory– only hairline cracks are present and risers are aligned.

Broken/ Low Priority– small cracks around the riser.

Broken/ Medium Priority– multiple, wide cracks.

Broken/ High Priority– risers are loose and there are pieces missing.

Misaligned/ Low Priority– risers are offset 1".

Misaligned/ Medium Priority– risers are offset 2 1/2"-3".

Misaligned/High Priority– risers have slid off and are exposing dirt.

Roaches– cockroaches are present in the manhole.

Roadway– manhole is located in the roadway.

Roots– roots are present in the manhole.

Shelf– the horizontal surface at the top of the trough.

Sidewalk/ Driveway– manhole is located in the sidewalk or driveway.

Siphon– also called depressed sewer; a pipeline used to carry wastewater under another utility.

Stake Manhole– manhole is located in an area where it cannot always be seen, so manhole needs to be staked so the location can remain visible.

Standard Hardware– base ring in 61/2" tall.

Subject to Ponding– manhole is located in a gutter, ditch, or low spot in the road that can cause standing water on the manhole.

Surcharge– the wastewater level is, or has been above the inlet or outlet.

Trough– the recessed, U– shaped portion of the manhole that carries flow.

Satisfactory– clean and free of obstructions.

Dirty/ Low Priority– light grit and/ or light grease is present.

Dirty/ Medium Priority– grit is restricting flow, but no surcharge.

Dirty/ High Priority– manhole is surcharging.

Obstruction/ Low Priority– NO low priority work orders will be issued on obstructions. A small obstruction can collect rags and cause a bigger problem.

Obstruction/ Medium Priority– large obstruction, sluggish flow.

Obstruction/ High Priority– obstruction is causing manhole to surcharge.

Unable to Locate– the manhole cannot be found with the metal detector or the GPS equipment and needs to be located by the CS Operators.

Unimproved Easement– manhole is located in an area where no work has been done to improve the quality of the land.

Vented Lid– manhole cover has fabricated holes.

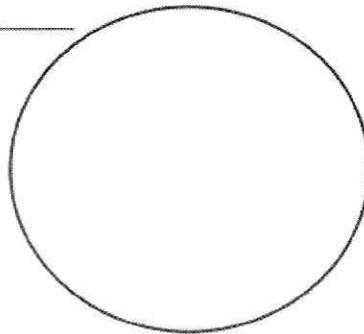
Sample of Manhole Inspection Sheet

Manhole Number _____ Date _____

Manhole Size _____



North



Invert
Elevation

Structural Rating	1	2	3	Cracking	1	2	3
Cleanliness	1	2	3	Roots	1	2	3
Odor	1	2	3	Vermin	1	2	3
Sign of Surcharging	1	2	3	Evidence of Ground water	Y	N	
Sewer Related pavement depressions	Y		N	Steps	Y	N	
Grease	1	2	3				
Cover Problems	Y		N				_____
Comments:							

Structural Rating 1=Beyond Repair 2=Structural Acceptable, but needs repairs 3=Acceptable
 Cracking 1=1/4" or greater 2=hairline to 1/4" 3=no noticeable cracking
 Cleanliness/Roots/Odor/Vermin/Surcharging 1=Severe 2=Moderate 3=Acceptable
 Cover Problems=Rocking or loose, Storm drain lid, etc.

REFERENCES

South Davis County Sewer Improvement District, Manhole Inspection Manual August 2001. Locher S.

Sandy Suburban Improvement District System Maps 2001.

South Valley Sewer Production Reports/ inspection Records

Trust Contacts: Office (801) 936-6400
 Toll free (800) 748-4440

Doug Folsom, Risk Manager x 1329
Jason Watterson Assistant Risk Manager x 1334
Lance Mergens Risk Control x 1337

Suggested Best Management Program Additions

Written Policies and Procedures for system maintenance

Create a written response to backups

Regular training for collection system staff

Customer education programs (Newsletter with bill, Website)

- Lateral maintenance
- Back flow preventers
- Insurance needs of homeowner
- Procedures to follow in case of a back up (Flyer for operators to handout in event of a backup)

Liability Claims Team			
To file a liability claim, please contact Marilynn Beesley at (801) 936-6400, mbeesley@ulgt.org, or fax (801) 936-0300.			
Name	Title/Role	Email	Extension or Direct Line
Chris Rozelle	Claims Manager	crozelle@ulgt.org	1305
Marilynn Beesley	Executive Assistant	mbeesley@ulgt.org	1302
Libby Lowther	Liability Adjuster	libby@lowtherassoc.com	(801) 943-7300
Ike Ayre	Liability Adjuster	ike@lowtherassoc.com	(801) 943-7300
Joy Beal	Liability Adjuster	joy@lowtherassoc.com	(801) 943-7300
Tiffany Kirkham	Liability Adjuster	tiffany@lowtherassoc.com	(801) 943-7300

Waste Water Collection System Mission for smALL Entities

1. Identify all sections of sewer system and record location, pipe size as well as locations of manholes and lift stations.
*Know and stay familiar with your System!
2. Develop a map to serve as log of work performed on collection system. As a best practice keep one map for cleaning, one map for televising and one for manhole inspections.
3. Perform Documented Manhole inspections on all entity manholes at least once annually.
4. Perform entire system clean out once each year.
5. Televising all lines at least one every three years.
6. Clean “hot spots” (i.e. Restaurant, Carwash) as often as necessary.
7. Manage all “hot spots” with clean outs and televised visual inspections on specific time tables (addressing grease, oil, roots, unusual odors) as needed.
8. Document all cleaning and maintenance procedures. Transfer documentation to system maps. (highlight completed areas)
9. Now that you have a written program... Follow it!



Clinton City Sewer Problem Hot Spots

750 W 1160 N

- Large bellies 400' south of intersection which collects large amounts of sediment.
- Cleaning frequency: 3 Months

1200 W 2300 N to 2100 N

- Shallow line with root intrusion
- Cleaning frequency: 3 Months

2600 W 900 N

- Shallow line with root intrusion
- Cleaning frequency: 6 Months

2000 W 2500 N

- Low flow flat line
- Cleaning frequency: 6 Months

1300 N 1000 W

- 90 degree bend at bottom of steep grade
- Cleaning frequency: 3 Months

570 N 1400 W

- Past problem with root intrusion
- Cleaning frequency: 6 Months

1500 W 2600 N

- Bellies and wipes low flow
- Cleaning frequency: 6 Months

2120 N 2475 W to 2300 N

- Grease
- Cleaning frequency: yearly

1800 N 2000 W to 4000 W

- Grease potential
- Cleaning frequency: yearly

2000 W 1800 N to 2300 N

- Grease potential
- Cleaning frequency: yearly

1300 N 950 W

- Grease
- Cleaning frequency: 6 Months

1521 N 2275 W

- Grease
- Cleaning frequency: 6 Months

950 N 575 W

- Grease
- Cleaning frequency: 6 Months

1925 N 3060 W

- Lateral in manhole build up
- Cleaning frequency: 3 Months

2591 N 890 W

- Lateral in manhole build up
- Cleaning frequency: 3 Months

700 W 1060 N

- Roots
- Cleaning frequency: 6 Months

1300 W 1800 N to 1700 N

- Flat line
- Cleaning frequency: yearly

Section 5 Clinton City Sewer Design Standards

The sanitary sewer design standards for Clinton City are located in the Clinton City Code of Ordinances and Development Standards. These standards can be viewed at [Clinton City.com](http://ClintonCity.com). These design standards include: materials, inspecting, testing and installation of sewer system appurtenances. These design standards are intended to be used in conjunction with Utah Administrative Code R317-3. Where a conflict exists between these two standards, the Administrative Code shall prevail.

Section 6 Clinton City

Sanitary Sewer Overflow Action Plan

Whenever sanitary sewage leaves the confines of the piping system, immediate action is necessary to prevent environmental, public health or financial damage from occurring. In addition, quick action is normally needed to mitigate damage which may have already occurred. For the purpose of this section, the following are part of the emergency action plan.

1. Basement backups
2. Sanitary sewer overflows
3. Sanitary sewer breaks which remain in the trench
4. Sewer lateral backups

All of the above conditions are likely to cause some damage. Each should be treated as an emergency, and corrective actions taken in accordance with Clinton City directions. Items 1 & 2 above should be reported immediately based on whether they constitute a Class 1 or Class 2 SSO.

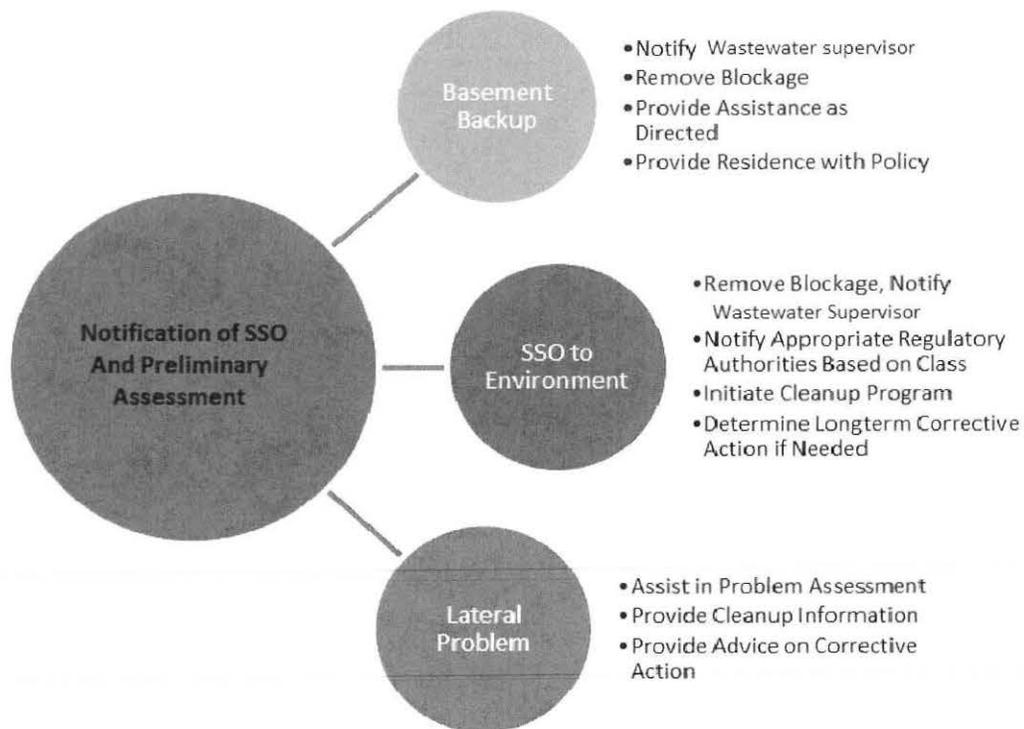
As stated in the definition section of the SSMP Introduction, a Class 1 SSO is an overflow which affects more than five private structures; affects a public, commercial or industrial structure; results in a significant public health risk; has a spill volume more than 5,000 gallons; or has reached Waters of the State. All other overflows are Class 2 SSO's.

All Class 1 SSO's should be reported immediately. Class 2 SSO's should be documented and reported in the annual SSMP report and included in the Municipal Wastewater Planning Program submitted to the State. Item 3 may be reported to the local health department if, in the opinion of the responsible staff member there is potential for a public health issue. An example of where a public health issue may be present is when an excavator breaks both a sewer and a water line in the same trench. In such cases, the local health department representatives should be contacted and the situation explained. If the health representative requests further action on the part of Clinton City, staff should try and comply. If, in the opinion of the responsible staff member, the health department request is unreasonable, The Manager should be immediately notified. Care should always be taken to error on the side of protecting public health over financial considerations.

When a basement backup occurs, the staff member responding should follow the Basement Backup Program procedures. Lateral backups, while the responsibility of the property owner, should also be treated as serious problems. Care should be taken to provide advice to the property owner in such cases, but the property owner is ultimately the decision maker about what actions should be taken.

Response Activities

There are specific steps that should be followed once a notification is received that an overflow may be occurring. The following figure outlines actions that could be taken when Clinton City receives notice that a possible overflow has or is occurring.



General Notification Procedure

When a Class 1 SSO occurs, specific notification requirements are needed. In such cases, the following Notification procedure should be followed and documented. Failure to comply with notification requirements is a violation of R317-801.

Agency Notification Requirements

Both the State of Utah Division of Water Quality and the Davis County Health Department should be immediately notified when an overflow is occurring. Others that may require notification include local water suppliers, affected property owners and notification may be required to Utah Division of Emergency Response and Remediation if hazardous materials are involved. The initial notification must be given within 24 hours. However, attempts should be made to notify them as soon as possible so they can observe the problem and the extent of the issue while the problem is happening. A notification form is provided to document notification activities. After an SSO has taken place and the cleanup has been done, a written report of the event should be submitted to the State DEQ within five days (unless waived). This report should be specific and should be inclusive of all work completed. If possible the report should also include a description of follow-up actions such as modeling or problem corrections that has or will take place.

Public Notification

When an SSO occurs and the extent of the overflow is significant and the damage cannot be contained, the public may be notified through proper communication channels. Normally the local health department will coordinate such notification. Should Clinton City need to provide notification it could include press releases to the local news agencies, publication in an area paper, and leaflets delivered to home owners or citizens in the area of the SSO. Notification should be sufficient to insure that the public health is protected. In general, notification requirements should increase as the extent of the overflow increases.

Overflow Cleanup

When an overflow happens, care should be taken to clean up the environment to the extent feasible based on technology, good science and financial capabilities. Cleanup could include removal of contaminated water and soil saturated with wastewater and toilet paper, disinfection of standing water with environmentally adequate chemicals or partitioning of the affected area from the public until natural soil microbes reduce the hazard. Cleanup is usually specific to the affected area and may differ from season to season. As such, this guide does not include specific details about cleanup. The responsible staff member in conjunction with the State DEQ, the local health department and the owner of real property should direct activities in such a manner that they are all satisfied with the overall outcomes. If, during the cleaning process, the responsible staff member believes the State or the County is requesting excessive

actions, the Manager should be contacted.

Corrective Action

All SSO's should be followed up with an analysis as to cause and possible corrective actions. An SSO which is the result of grease or root plug may be placed on the preventative maintenance list for more frequent cleaning. Serious or repetitive plugging problems may require the reconstruction of the sewer lines. An overflow that results from inadequate capacity should be followed by additional system modeling and either flow reduction or capacity increase. If a significant or unusual weather condition caused flooding which was introduced to the sanitary sewer system incorrectly, the corrective action may include working with other agencies to try and rectify the cross connection from the storm sewer to the sanitary sewer or from home drainage systems and sump pumps. Finally, should a problem be such that it is not anticipated to reoccur, no further action may be needed.

Section 7 Clinton City
Log of Contact with Other Agencies/People

Location of SSO: _____ Date of SSO: _____

Agency	Phone Number	Contact Made Yes/No	Time	Remarks
Utah DWQ	801-536-4300 or 801-231-1769			
Davis County Health Department	801-807-8872			
Utah DERR	801-536-4123			
Dispatch for Police and Fire Department	801-451-4151			
US EPA Region VIII	Consult with DWQ			

Other Contacts:

Agency	Phone Number	Contact Made Yes/No	Time	Remarks
North Davis Sewer	801-825-0712			
Pro Pipe	801-330-7657			
Rain For Rent	801-292-9996			
Thurgood Const.	801-776-3601			
Craythorne Const.	801-776-4962			

Section 8 Clinton City

Fats, Oil, Grease and Sand Management Program

Purpose

The purpose of this program is to provide for the control and management of fats, oil, grease, and sand discharges to the collection system. This program will provide a means to reduce interference with the collection system operation and pass through at the treatment plant.

Regulatory Authority

Regulatory authority to implement this program is found in the Code of Federal Regulations in 40 CFR 403, General Pretreatment Regulations. State authority for the program is given in the Utah Administrative Code R317-8-8, Pretreatment. Local Authority is found in Clinton City Code of Ordinances title 23.

Requirement

Industrial users which are determined to enrich or have the potential to enrich the wastewater with grease, oil, or sand will be required to install a device and develop a management plan.

Industrial users shall insure that devices are inspected, serviced and emptied of accumulated waste content as required in order to maintain minimum design capability or effective volume. All waste to be disposed at a facility approved to receive such waste and records kept onsite.

All grease interceptors are inspected by city personnel each quarter for compliance.

List of Acceptable Entities That Recycle Oil and Grease

The following is a list of grease and oil recyclers. Other recyclers may be used if it can be shown that they discharge of the waste appropriately.

Recycler	Phone Number	Address
Renegade Oil	801-973-7912	1141 S. 3200 W, SLC, Utah 84104
Safety Kleen	801-975-0742	1066 Pioneer Rd, SLC, Utah 84104
A1 Pumping	888-551-9204	203 W 14 th Street, Ogden, Utah 84404

Chapter 9. Fats, Oils & Grease Control

23-9-1	Food Service Establishment Permit Requirement
23-9-2	Variance from Grease Interceptor Requirements
23-9-3	Wastewater Discharge Limitations
23-9-4	Grease Interceptor Requirements
23-9-5	Grease Trap Requirements
23-9-6	Sand, Soil, and Oil Interceptors

23-9-1 Food Service Establishment Permit

Requirement. All discharging food service establishments discharging fats, oil or grease to the Clinton City sewerage collection system are subject to the following requirements:

(1) Grease Interceptor Requirements: All discharging food service establishments are required to install, operate, and maintain an approved type and adequately sized grease interceptor necessary to maintain compliance with the objectives of this Title. All grease interceptors must meet the requirements of the International Plumbing Code.

(2) Implementation:

(a) All new food service establishment facilities are subject to grease interceptor requirements. All such facilities must obtain prior approval from the Public Works Director for grease interceptor sizing prior to submitting plans for a building permit. All grease interceptors shall be readily and easily accessible for cleaning and inspection. Existing food service establishments with planned modification in plumbing improvements will be required to include plans to comply with the grease interceptor requirements. These facilities must obtain approval from the Public Works Director for grease interceptor sizing prior to submitting plans for a building permit.

(b) All existing food service establishments will be notified of their obligation to install a grease interceptor within the specified period set forth in the notification letter by the Public Works Director.

23-9-2 Variance from Grease Interceptor Requirements.

(1) Grease interceptors required under this Title shall be installed unless the Public Works Director authorizes the installation of an indoor grease trap or other alternative pretreatment technology and determines that the installation of a grease interceptor would not be feasible due to space

constraints or other considerations. The food service establishment bears the burden of demonstrating that the installation of a grease interceptor is not feasible.

(2) If an establishment believes the installation of a grease interceptor is infeasible, because of documented space constraints, the request for an alternate grease removal device shall contain the following information:

(a) Location of sewer main and easement in relation to available exterior space outside building.

(b) Existing plumbing at or in a site that uses common plumbing for all services at that site.

(c) Alternative pretreatment technology includes, but is not limited to, devices that are used to trap, separate and hold grease from wastewater and prevent it from being discharged into the sewerage collection system. All alternative pretreatment technology must be appropriately sized and approved by the Public Works Director.

23-9-3 Wastewater Discharge Limitations.

No User shall allow wastewater discharge concentration from a grease interceptor, grease trap or alternative pretreatment technology to exceed 100 MgPL (milligrams per liter), as identified by EPA test method 1664 revision A and its amendments as may be amended from time to time.

23-9-4 Grease Interceptor Requirements.

(1) Grease interceptor sizing and installation shall conform to the current edition of the International Plumbing Code.

(2) Grease interceptors shall be constructed in accordance with design approved by the Public Works Director and shall have a minimum of two compartments with fittings designed for grease retention.

(3) A grease interceptor shall be installed at a location where it shall be easily accessible for inspection, cleaning, and removal of intercepted grease. The grease interceptor may not be installed in any part of the building where food is handled. Location of the grease interceptor must meet the approval of the Public Works Director.

(4) The food service establishment shall ensure that all such grease interceptors shall be serviced and emptied of accumulated waste content as required in order to maintain Minimum Design Capability or effective volume. These devices should be

inspected at least monthly. Users who are required to maintain a grease interceptor shall:

- (a) Provide for a minimum hydraulic retention time in accordance with the International Plumbing Code.
- (b) Remove any accumulated grease cap and sludge pocket as required. Grease interceptors shall be kept free of inorganic solid materials such as grit, rocks, gravel, sand, eating utensils, cigarettes, shells, towels, rags, etc., which could settle into this pocket and thereby reduce the effective volume of the device.
- (5) All waste removed from each grease interceptor must be disposed of at a facility approved to receive such waste in accordance with the provisions of this program. In no way shall the pumpage be returned to any private or public portion of the City's sewerage collection system.
- (6) The User shall maintain a written record of inspection and maintenance for five years. All such records will be made available for on-site inspections by representatives of the City during all operating hours.
- (7) Sanitary wastes are not allowed to be connected to sewer laterals intended for grease interceptor service.
- (8) Access manholes, with a minimum diameter of 24 inches, shall be provided over each grease interceptor chamber and sanitary tee. The access manholes shall extend at least to finished grade and be designed and maintained to prevent water inflow or infiltration. The manholes shall also have readily removable covers to facilitate inspection, grease removal, and wastewater sampling activities.

23-9-5 Grease Trap Requirements.

- (1) Upon approval by the Public Works Director, a grease trap complying with the provisions of this section must be installed in the waste line leading from sinks, drains, and other fixtures or equipment

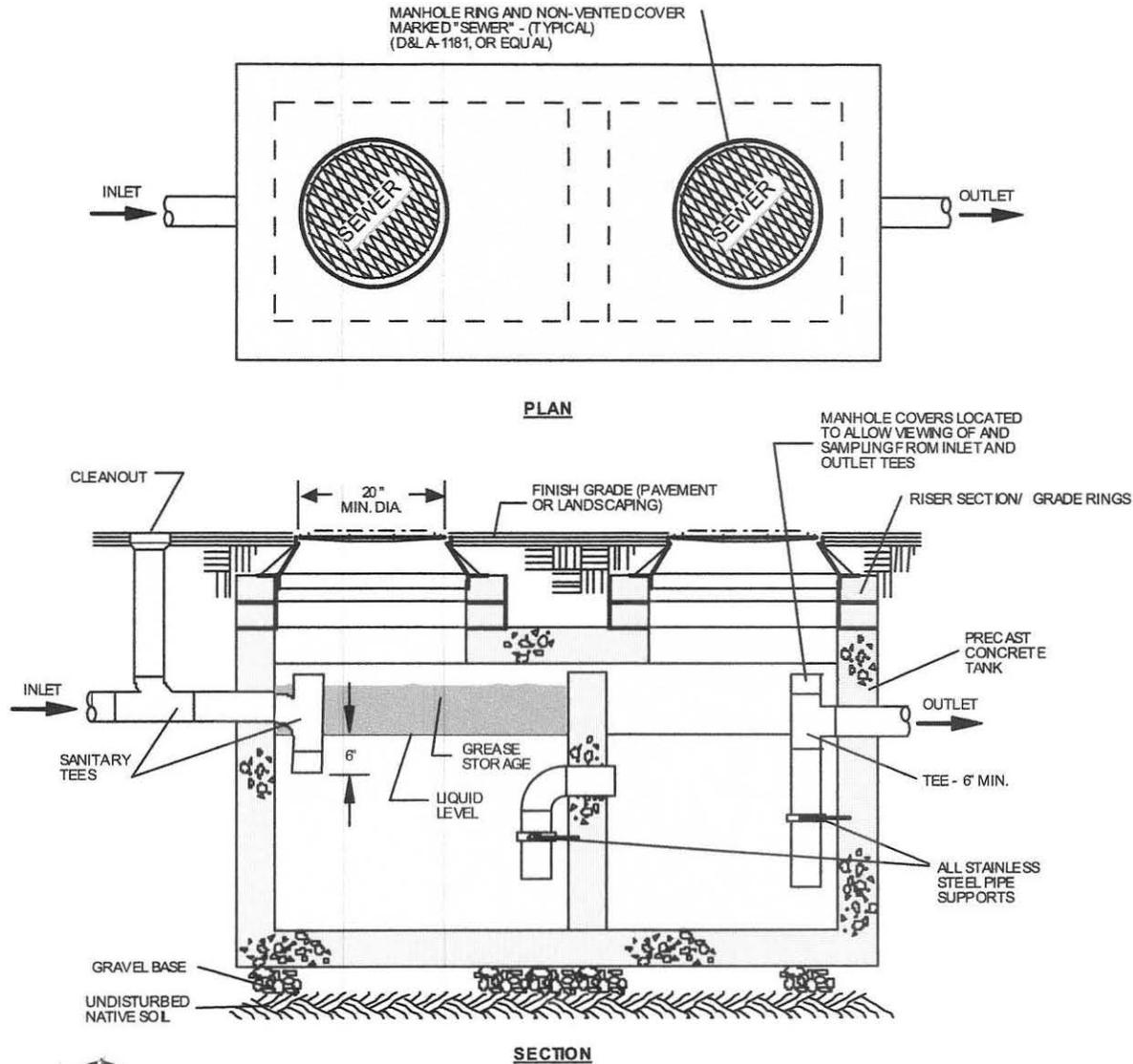
in food service establishments where grease may be introduced into the drainage or sewage systems.

- (2) The sizing and installation of grease traps shall conform to the International Plumbing Code.
- (3) No grease trap shall be installed which has a stated rate flow of more than fifty-five (55) gallons per minute, nor less than twenty (20) gallons per minute, except when specially approved by the Public Works Director.
- (4) Grease traps shall be maintained in efficient operating conditions by periodic removal of the accumulated grease. No collected grease shall be introduced into any drainage piping, or public or private sewer.
- (5) Food waste disposal units or dishwashers shall be connected to and discharge into a grease interceptor or grease trap.
- (6) Wastewater in excess of one hundred-forty (140) F/ (60 C) shall not be discharged into a grease trap.

23-9-6 Sand, Soil, and Oil Interceptors. All car washes, truck washes, garages, service stations, car and truck maintenance facilities, fabricators, utility equipment shops and other facilities as determined by the Public Works Director that have sources of sand, soil and oil shall install effective sand, soil and oil traps, interceptors and/or oil/water separators. These systems shall be sized to effectively remove sand, soil and oil at the expected flow rates and temperatures not in excess of one hundred-forty (140) F. These systems shall be at the user's expense, cleaned or pumped on a regular basis to prevent impact upon the sewerage collection system. Users whose systems are deemed to be ineffective by the Public Works Director shall be asked to change the cleaning frequency or to increase the size or the system. Oil/water separator installations shall be required at facilities that accumulate petroleum oils and greases and at facilities deemed necessary by the Public Works Director.

	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
Clinton City Grease Traps				
Sonic				
Panda Express				
Taco Bell				
Zaxby's				
Cherry Berry				
Wendys				
Costa Vida				
Arbys				
McDonalds				
Pizza Hut				
Winco				
Carls Jr				
Farrs Fresh				
Country Pines (2)				
Hot Dog Haven				
Anytime Fitness				
Old City Hall				
Voyage Acadamy				
NDSG Grease Traps				
Starbucks				
Wal-Mart				
Tony Burgers/Dickie's				
Big Daddys				
Taco Time				
Hello China				
Maceys				
Parkside Elementry				
Oil Water Seperators				
Seven Eleven				
Grease Monkey				
Quick & Clean				
Patterson Construction				
Thurgood Excavation #1				
Thurgood Excavation #2				
Bobs Car Wash				
Clinton City Fire Dept.				

Clinton City Public Works #1				
Clinton City Public Works #2				
Clinton City Public Works #3				
Les Schawb				
Sterling Tires				
Lynn Wood				
WalMart Lube				
Kapp Auto Sales				
Internal Grease Traps				
Little Cezars				
Pizza Pie Café				
Civic center score building				
West Clinton park score building				



SPECIFICATIONS AND NOTES:

1. GREASE INTERCEPTOR SHALL BE LOCATED TO BE CONTINUOUSLY AND EASILY ACCESSIBLE FOR INSPECTION AND CLEANING AND AS CLOSE AS PRACTICAL TO THE SOURCE OF WASTEWATER. IT SHALL NOT BE LOCATED IN DRIVE-UP LANES, PARKING STALLS, OR SIMILAR AREAS THAT COULD BE PERIODICALLY BLOCKED.
2. WHEN LOCATED IN PAVED AREA TRAP, MANHOLE COVERS, ETC. SHALL BE TRAFFIC RATED.
3. INLET AND OUTLET TEES SHALL BE LOCATED DIRECTLY BELOW MANHOLE ACCESSSES.
4. GREASE INTERCEPTORS SHALL HAVE A MINIMUM OF TWO COMPARTMENTS.
5. GREASE RETENTION CAPACITY OF TRAP SHALL BE AT LEAST TWICE IN POUNDS THE FLOW CAPACITY IN GALLONS PER MINUTE. MINIMUM HYDRAULIC VOLUME OF THE TRAP SHALL BE 1000 GALLONS.
6. FOR RESTAURANTS, CAFES, CLUBS, BARS, CAFETERIAS, ETC., THE GREASE INTERCEPTOR SHALL BE SIZED ACCORDING TO THE FORMULA FOUND IN APPENDIX H IN THE UNIFORM PLUMBING CODE (UPC). IF THE SIZE DETERMINED BY THE ABOVE FORMULA INDICATES A VOLUME OF LESS THAN 450 GALLONS, A GREASE TRAP LOCATED IN THE KITCHEN MAY BE USED AND MUST BE SIZED ACCORDING TO THE UPC AND MANUFACTURER'S RECOMMENDATIONS.
7. INSTALLING CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTION OF ALL UTILITIES, PROPER BACKFILLING, COMPACTING, AND PAVEMENT RESTORATION.
8. CONTRACTOR SHALL NOTIFY DISTRICT 24 HOURS BEFORE INSTALLATION BEGINS.
9. CONTRACTOR SHALL GUARANTEE WORK FOR A PERIOD OF ONE YEAR.



NORTH DAVIS SEWER DISTRICT

Standard Grease Interceptor

Section 9 Clinton City System Evaluation and Capacity Assurance Plan

Clinton City believes that one of the keys to preventing sanitary sewer overflows is to evaluate system capacity and to monitor flows throughout the system in order to ensure that capacities are not exceeded.

(The SECAP is in the process of being completed and will be inserted into the SSMP after it is adopted by Clinton City)

Section 10 Clinton City

SSMP Monitoring and Measurement Plan

The purpose of this plan is to provide appropriate monitoring and measurement of the effectiveness of the SSMP in its entirety.

Records Maintenance

Clinton City intends to maintain appropriate records on operations and maintenance of the sanitary sewer system to validate compliance with this SSMP. However, failure to meet standards set by State DWQ or other regulatory agency during an inspection does not constitute a violation of the SSMP. Rather, deficiencies identified during inspections should be viewed as an opportunity for improvement.

Operations Records

Operations records that should be maintained include the following:

- Daily cleaning records
- CCTV inspections records
- Manhole inspection records
- Hot spot maintenance list
- Spot repairs
- Major repairs
- System capacity information
- SSO or basement backup records including notification documents to appropriate agencies (call logs, etc.)
- Capital Improvement Plan

Records will be maintained by the collection system supervisor in the GIS. Info and records are attached to each feature. The extent of the record should be sufficient to demonstrate the activity recorded was completed appropriately.

Performance Measurement (Internal Audit)

Periodically, but not less than annually, Clinton City will assess and audit the effectiveness of the elements of this SSMP. All elements should be reviewed for effectiveness as well as all records should be reviewed for completeness. An internal audit report should be prepared preferably annually but no less than once every five years which comments on the following:

- Success of the operations and maintenance program
- Success of other SSMP elements
- Adequacy of the SECAP evaluations
- Discussion of SSO's and the effectiveness of the response to the event including corrective action
- Review of Defect reports and adequacy of response to eliminate such defects
- Opportunities for improvement in the SSMP or in SSO response and remediation

The annual audit report need not be extensive or long. It should, however be sufficient to document compliance with the standards set in the SSMP. The audit reports should be maintained in accordance with Clinton City records retention schedule.

SSMP Updates

When a plan deficiency is identified through an audit, inspection or plan review, and the deficiency requires an SSMP update, the plan may be updated at the discretion of the collection system supervisor. SSMP updates should be recorded in a revision index maintained by the collection system supervisor.

SSO Evaluation and Analysis

At least annually in the internal audit and more frequently as needed, Clinton City will evaluate SSO trends based on frequency, location and volume. Trend evaluation will be empirical unless a large number occur sufficient to make a statistical analysis viable. If a trend is identified, a corrective action may be appropriate.

Public Communication and Outreach

Clinton City will reach out to the public about the development, implementation and performance of the SSMP. This communication may be accomplished by public meetings, newsletters and the City's website

Clinton City will accept comments, either written or verbal and will review such comments for applicability.

Section 11 Clinton City

Sanitary Sewer System Mapping

Clinton City uses a computer based GIS system to map the sewer system. The sewer map is continually kept up to date by the collection system supervisor. Change is made to the map and new sections are added as needed. Records are kept on each feature, pipe size, flow direction and location. Lateral locations are recorded during CCTV inspection. Repairs are recorded and maintenance history is kept.

Section 12 Clinton City Basement Backup Program

Basement backups are a serious impact on a home or business owner. As such, all reasonable efforts should be taken to prevent such backups from occurring. Sewer system backups are the result of several system problems. Such problems include any one or a combination of the following:

1. Laterals serving real properties are owned by the property owner and lateral maintenance is their responsibility. Roots, low points, structural failure, and grease are primary problems lateral owners face.
2. Backups caused by main line plugs are usually caused by roots, grease, low points, foreign objects and contractor negligence.
3. Piping system structural damage may cause basement backups. Such structural problems include age or deterioration damage, installation damage, excavation damage and trenchless technology damage.
4. Excess flow problems may surcharge a piping system and cause backups into homes. Excess flows usually occur when major storm waters inflow into sanitary sewers. Sanitary sewers are not designed for such flow. In addition, some homeowners may illegally connect foundation drains and sump pumps to the sanitary sewer system.

Basement Backup Response

Proper response by municipal personnel when a report of a sewer backup is reported can greatly minimize anguish and loss. When Clinton City is notified about a basement backup, staff will log the complaint in a complaint log.

All backup complaints shall be immediately investigated by staff. If the investigation determines that the case of the backup is only in the lateral, staff may offer technical information but should not take responsibility for cleanup or subsequent restoration.

When it is determined that the basement backup is the result of a mainline problem, Clinton City crews will make every attempt to open the line if blocked. It should be noted that all action the city takes are on a no-fault basis. The city does not accept liability nor does it waive its governmental immunity.

Clinton City has a No Fault Sewer Backup portion to its insurance policy. This will provide limited assistance to its citizens even if it is determined that Clinton City is not legally liable. Residents may be notified that they can call a clean-up company, preferably a Utah Local Government Trust network screened provider.

- ARS Flood and Fire Cleanup 888-753-9603
- Belfor Property Restoration 877-232-6524
- Utah Disaster Kleenup 888-882-4835

Call and report the claim:

- Utah Local Government Trust 801-936-6400
- Lowther and Associates 801-943-7300 or 801-699-9092

Reminder: Never advise any resident that you are responsible for the damages. Clinton City's Insurance Company will conduct a prompt investigation and they, in concert with the City will determine liability and resolve the matter.

Backup Prevention Design Standard

Clinton City promotes system designs which minimize backups and insure proper operations. To this end Clinton City has a design standard for all system construction. In addition, Clinton City complies with state design standards contained in R317-3 and found in the plumbing code.

Utah Local Governments Trust

Sewage Endorsement

Policy Number: «PolicyNum»

Named Insured: «NamedInsured»

Policy Period: From «PolicyPeriod» 12:01 a.m. Mountain Standard time and continuous until cancelled.

1. The Trust will pay those sums that the insured becomes legally obligated to pay as “damages” caused by the “release of sewage,” as hereinafter defined. The full policy limit stated in the declaration page will apply to claims covered under paragraph 1 of this Endorsement 2.
2. In the event that a third party (not an insured) suffers “damages” as a result of the “release of sewage,” as hereinafter defined, but where the insured has no legal obligation to pay such “damages,” for example, where the damages arise from the conduct of third parties, or an act of God, or other circumstances not constituting an “occurrence,” the insured, and/or the Trust may nevertheless, for reasons of goodwill, or to avoid litigation, elect to pay such claims. In the event the insured, and/or the Trust elect to pay a “release of sewage” claim pursuant to paragraph 2 of this Endorsement, the maximum amount that the Trust will pay is \$2,500.00 per claim.
3. For purposes of this Endorsement, “release of sewage” is defined as: only those “occurrences” where solid, liquid, or gaseous “pollutants” cause property damage, bodily injury or personal injury by passing back through the toilets and/or drains located in the premises owned or leased by those persons, firms or entities relying upon the insured for sewage treatment services. Solid, liquid or gaseous “pollutants” which cause property damage, bodily injury or personal injury by any means other than passing back through the toilets and/or drains located in the premises owned or leased by those persons, firms or entities relying on the insured to provide sewage treatment services, do not constitute “release of sewage” and damages caused thereby are not covered by this endorsement or this Policy.

Authorized Signature: _____



Sewer Backup Claims

Effective immediately, the Utah Local Governments Trust has started a new Waste Water Backup Claim Program that will help deliver the type of service to your residents that they expect and deserve. It simultaneously helps us control the cost of sewer backup claims. The program is seamless to you.

Here's What You Do:

In the event you or someone in your office is notified of a sewer backup in your municipality, follow these simple steps:

1. Notify the resident that they can call one the three providers below.
Remember, we can't steer them anywhere, but reassure them that we're confident that any of these providers will do a solid job.
or
2. You can call one of the three providers and advise them of the backup.
3. Call and report the claim:

The Trust at 801-936-6400 or

Lowther and Associates at 801-943-7300 or 801-699-9092

Reminder: Never advise any resident you are responsible for the damages.

Lowther and Associates will conduct a prompt investigation and they, in concert with you and the Trust, will determine liability and resolve the matter on your behalf.

If triggered, the No Fault Sewer Backup portion of your policy will provide limited assistance your citizens even if it is determined that your entity is not legally liable.



Our Network Providers



Toll Free: 888-753-9603

Toll Free: 877-232-6524



Eric Fairbanks Direct: 801-448-1433

Utah Disaster Kleenup Toll Free: 888-UTAH-UDK

Claims Manager

Chris Rozelle, 801-831-8851

SEWER BACKUP INTAKE REPORT

Complete this checklist each time a backup is reported. Help the caller to remain calm and be rational. Show empathy, and maintain a professional manner. Never insinuate or admit any fault on the part of either the caller or the municipality.

Name of Caller: _____

Caller's Address: _____

Caller's Phone No.: _____

Date of Call: _____ Time of Call: _____ a.m./p.m.

Approximate Date & Time (if different from above): _____ a.m./p.m.

Location of Overflow (basement, restroom, laundry room, etc.): _____

Property at Risk or Affected by the Overflow: _____

Is the Overflow Expanding, Stationary, or Receding? _____

What has or is being done by the caller or others? _____

INSTRUCTIONS TO THE CALLER

1. Instruct the caller to take proper precautions to minimize loss and potential health effects:
 - Keep children, pets, and others out of the overflow.
 - Electrical appliances in affected areas present an electrocution hazard.
 - Move uncontaminated property away from the overflow area.
2. Clearly communicate who will be out to the site and approximately when they should arrive.
3. Explain what area(s) they will need to have access to.
4. Explain how the action to be taken is dependent upon the location of the blockage:
 - If blockage is in the municipality's main lines, it will be promptly cleaned.
 - If blockage is in the owner's lateral line, the municipality cannot work on private property.
 - In that case, inform callers that they must contact a local sewer service or cleanup firm. You may wish to offer a prepared list of cleaning contractors (without recommendations).
5. Give the caller your name, title, and phone number.
6. Never respond to questions about legal responsibility. Explain that the municipality's insurance provider will investigate any responsibility for the backup.
7. Record the information in a daily or weekly incident log.
8. Quickly refer the call, and forward a copy of this report to the appropriate field office.

INFORMATION FOR THE PROPERTY OWNER / RESIDENT

1. Instruct the caller to take proper precautions to minimize loss and potential health effects:
 - Keep children, pets, and others out of the overflow.
 - Electrical appliances in affected areas present an electrocution hazard.
 - Move uncontaminated property away from the overflow area.
2. Clearly communicate that if the blockage is in the municipality's main lines it will be promptly cleared, but if the blockage is in the property owner's lateral line, municipal employees will not be allowed to clear it. In that case, property owners/residents must contract a local sewer service or cleanup firm.
3. Suggest using the yellow pages or offer a prepared list of cleaning contractors, without making recommendations.
4. Show concern and empathy for the property owner/resident, but do not admit or deny liability. Remain calm and professional, even if the property owner/resident is distraught and emotional; if violent, leave the site and call for assistance.
5. Give the property owner/resident your name, title, and phone number for future reference.
6. Provide the resident with a copy of the flyer "Information for Homeowners & Residents - Facts about Sewer Backup Incidents".
7. Forward a copy of this report to the appropriate office and insurance carrier.

ONSITE SEWER BACKUP ASSESSMENT / SEWER PLUG REPORT

*(To be completed after the backup problem is corrected.
Complete one assessment for each property involved.)*

**Use the buddy system when entering a private residence or business.
Do not track sewage to uncontaminated areas of the property.**

Location:	Date: _____ Time: _____			
	Who Received the Call:			
Reporting Party:	Address:			
	Phone:			
Was Upper Manhole Checked?	Circle Which Line the Stoppage Was In:			
Was Lower Manhole Checked?	<table style="margin-left: auto; margin-right: auto;"> <tr> <td style="padding: 0 20px;">City</td> <td style="padding: 0 20px;">Customer</td> <td style="padding: 0 20px;">Both</td> </tr> </table>	City	Customer	Both
City	Customer	Both		
What Appeared to Cause the Stoppage?				
Did Water Back Up in Any Basements?	If So, How Many?			
List Address(es):				
List Equipment Used to Clear the Line:	City Employees Who Worked on Stoppage:			
Time Spent on Project:	Conditions of Manholes:			
Conditions of Sewer Lines:				
What Steps Should Be Taken to Prevent Reoccurrence:				
Additional Comments:				

SEWER BACKUP FOLLOW-UP INVESTIGATION

Following an overflow incident, a full investigation may indicate additional follow-up actions to be taken, suggest procedural changes that could improve future responses, and provide full information to claims adjusters.

Location/Address of Overflow: _____

Property Owner's Name: _____

Property Owner's Phone No.: _____

Onsite Response Personnel: _____

Date of Onsite Response: _____

Date the municipality was first notified of the problem? How notified?	
What action was taken when notified, and when?	
What was the apparent extent of damage to property?	
What was the apparent cause of the backup?	
What methods of investigation were used (visual, video, etc.)?	
Was this problem found to be in the main or the lateral?	
Have there been prior problems with blockage in the main? When?	

Sewer Back-up

Instructions for Municipalities and Special Service Districts

Document Objectives:

- ❖ **Overall:** Minimize both the anguish and expense associated with sewer back-ups.
- ❖ **General:** Assure the parties responsible according to accepted laws and practice understand their responsibilities and handle needed repairs and cleanup accordingly.
 - When the individual home owner or business owner (will be referred to as “user” in this document) is responsible;
 - They need to clearly understand why
 - They need to know specifically what to do
 - When the municipality or special service district (will be referred as “municipality” in this document) is culpable – the required repairs and cleanup should be done in a prompt and professional manor.
- ❖ **Specific:** Provide simple guidelines for proper responses to calls from individual users reporting sewer back-ups. These responses should show concern for and empathy to those reporting the problems without accepting any unwarranted responsibility.

Introduction:

A sewer back-up creates a stressful and emotional situation to all affected parties. Potentially it may cause health and safety exposures as well as significant property loss. Proper responses to sewer back-ups can greatly minimize losses from negative health effects and property damages. These responses can help protect the assets and reputation of the municipality. Every back-up is unique and will require different responses but there are some overriding principles that can be applied to all situations. These guidelines should be studied before any problems arise so they can be applied as needed.

The best risk management for sewer back-ups is to **prevent them from occurring**. Even in well-managed organizations, back-ups may occur because of the actions of users, vandalism, or unforeseeable sewer line problems. Good risk management emphasizes **loss control** which comprises two goals: 1) *loss prevention* (minimize the number of occurrences) and 2) *loss reduction* (minimize the negative effects of each occurrence). Loss prevention should dominate sewer system’s risk management efforts - these instructions address only responses to losses and thus primarily loss reduction. Proper loss investigation and response when a sewer back-up occurs will help reduce the costs of the loss and help lead to better prevention in the future.

Action Steps Before a Sewer Back-up is Reported

- Develop overall strategy (this document can serve as a guideline)
- Designate specific personnel to receive and handle the sewer back-up calls.
 - Train the employees who will answer the calls in the proper responses.
 - Have someone “on call” at all times (24 hours/7 days).

- Utah Local Governments Trust should be immediately contacted following the reported sewer back-up during business hours by phone followed by a written report.
- Designate specific personnel to physically respond to back-up calls as needed.
 - Train these employees on proper procedures.
 - Have needed equipment for determining the problem and repairing the problem as needed.
 - Equipment maybe owned by the municipality or provided by a service contractor.
- Develop lists of local clean-up companies and plumbing/sewer line repair companies. These lists should include most if not all local companies.

Action Steps When the Call Comes In

Receiving Call

Quickly and politely direct the caller to the designated person to receive sewer back-up calls.

- The primary goal of the initial discussion is to gather the facts.
 - Determine the scope of immediate risks to people and property.
 - Secure the location address, person calling, phone numbers, time, date, and any other pertinent information unique to the incident.
 - Find out what has been and is being done by the caller or others.
- An important secondary goal is to help the caller be calm and rational.
 - Show empathy and remain calm and professional.
- Do NOT admit or insinuate any fault.
- Instruct the caller to take proper precautions to minimize losses.
 - Keep children and others out of the back-up area.
 - Move valuable property out of the back-up area.
 - Inform the user that THEY need to arrange for initial clean up and advise to use the yellow pages and offer your prepared list of cleaning contractors.
- Indicate that crews will quickly be out to help determine the cause and provide instructions on the solutions.
- Provide clear information concerning – who will be out, when they should arrive and what they will need to look at.
- Explain that any blockage in the municipality's main lines will be promptly cleared. Carefully and clearly explain in simple and general terms that the blockage maybe in the owner's lateral and the municipality is not allowed to work on their private property.
- Give the caller your name and phone number.
- When appropriate – refer to your list and/or the phone book for local sewer service and local cleanup companies.
- Assure that the caller has an understanding of what is being done and what will be done by the municipality and exactly what *they* should be doing.

- Explain that your insurance provider – The Utah Local Governments Trust will investigate and make final decisions regarding responsibility based on all pertinent facts.

Field Response

The actions taken by field employees will vary greatly depending on the equipment available and the specific facts of the situation.

- Meet the caller/user and tell them what you will be looking at (always be calm and professional).
- Inspect the back-up area and take steps to protect people and property that maybe at immediate risk.
 - Take photos or film to help document the actual situation.
- Confirm to the users that THEY need to arrange for initial clean up.
 - Provide your list or suggest they look in the yellow pages for local clean-up service company choices.
- Determine the cause of the back-up (steps will vary for each situation)
 - Check the flow in the manholes above and below the back-up location and document findings (take photos).
 - Televis the lines to find the problem (record on tape if possible).
 - Take all necessary other steps as required to determine the cause of the problem.
- Quickly arrange for the repair of the problem if it is determined to be in the main lines.
 - Explain that your insurance provider – The Utah Local Governments Trust will investigate and make final decisions regarding responsibility based on the facts.
- Clearly explain to the user what they need to do to repair the problem if it is in their lateral line.
 - Provide your list or suggest they use the phone book for local plumbing/sewer line repair companies.

Post Loss Note: An important part of any response to a sewer back-up is using the loss as a catalyst for positive change. By learning from each back-up we can help prevent future similar losses.

CLINTON CITY COUNCIL AGENDA ITEM

SUBJECT: Resolution 04-16, Municipal Wastewater Planning Program Report for 2015	AGENDA ITEM: F
PETITIONER: Dennis Cluff, Dave Williams	MEETING DATE: May 24, 2016
RECOMMENDATION: That Council adopt Resolution #04-16, approving the City's Municipal Wastewater Planning Program Report for 2015.	ROLL CALL VOTE: YES
FISCAL IMPACT:	
BACKGROUND: Each year the City Council is required to review and approve the Municipal Wastewater Planning Program Report. This report is sent on to the State. It is another State oversight function which is supposed to help identify any foreseen problems with the wastewater system.	
ATTACHMENTS: : Municipal Wastewater Planning Program Report for 2015	

RESOLUTION No. 04-16

A RESOLUTION ADOPTING THE WASTEWATER PLANNING PROGRAM FOR CLINTON CITY FOR THE CALENDAR YEAR 2015.

WHEREAS, Clinton City a Fourth Class City, is responsible for wastewater collection within its boundaries; and,

WHEREAS, Clinton City the State Water Quality Board desires to know the status of Clinton City's wastewater collection system; and,

WHEREAS, this process is required by state policy.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLINTON, DAVIS COUNTY, UTAH:

- 1) That the Clinton City Council has reviewed the attached Municipal Wastewater Planning Program Report for 2015; and,
- 2) Commends staff for maintaining the system in good working order and being financially stable as required by law.

Adopted by the Clinton City Council this 24th day of May 2016.

**CLINTON CITY
A MUNICIPAL CORPORATION**

ATTEST:

L. MITCH ADAMS, MAYOR

DENNIS W. CLUFF, RECORDER

Posted: _____

STATE OF UTAH

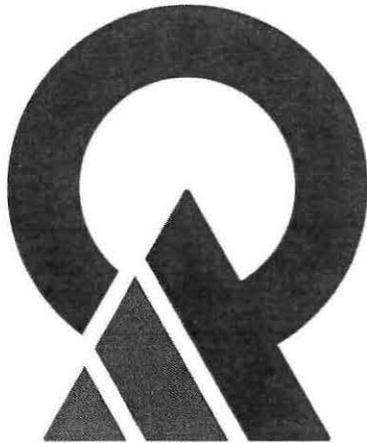
MUNICIPAL WASTEWATER PLANNING PROGRAM

SELF-ASSESSMENT REPORT

FOR

CLINTON

2015



UTAH DEPARTMENT *of*
ENVIRONMENTAL QUALITY

**WATER
QUALITY**

Resolution Number _____

MUNICIPAL WASTEWATER PLANNING PROGRAM RESOLUTION

RESOLVED that **CLINTON** informs the Water Quality Board the following actions were taken by the **CITY COUNCIL**

1. Reviewed the attached Municipal Wastewater Planning Program Report for 2015.
2. Have taken all appropriate actions necessary to maintain effluent requirements contained in the UPDES Permit (If Applicable).

Passed by a (majority) (unanimous) vote on

(date)

Mayor/Chairman

Attest:

Recorder/Clerk

Municipal Wastewater Planning Program (MWPP)
Financial Evaluation Section

Owner Name: CLINTON

Name and Title of Financial Contact Person:

DAVE WILLIAMS

Phone:

801-614-0870

E-mail:

DWILLIAMS@CLINTONCITY.COM

Mail to: MWPP - Department of Environmental Quality
Division of Water Quality
195 North 1950 West
P.O. Box 144870
Salt Lake City, Utah 84114-4870
Phone : (801) 536-4300

NOTE: This questionnaire has been compiled for your benefit by a state sponsored task force comprised of representatives of local government and service districts. It is designed to assist you in making an evaluation of your wastewater system and financial planning. Please answer questions as accurately as possible to give you the best evaluation of your facility. If you need assistance please call, Marsha Case. Utah Division of Water Quality: (801) 536-4342.

I. Definitions: The following terms and definitions may help you complete the worksheets and questionnaire:

User Charge (UC) - A fee established for one or more class(es) of users of the wastewater treatment facilities that generate revenues to pay for costs of the system.

Operation and Maintenance Expense - Expenditures incurred for materials, labor, utilities, and other items necessary for managing and maintaining the facility to achieve or maintain the capacity and performance for which it was designed and constructed.

Repair and Replacement Cost - Expenditures incurred during the useful life of the treatment works for obtaining and installing equipment, accessories, and/or appurtenances necessary to maintain the existing capacity and the performance for which the facility was designed and constructed.

Capital Needs - Cost to construct, upgrade or improve the facility.

Capital Improvement Reserve Account - A reserve established to accumulate funds for construction and/or replacement of treatment facilities, collection lines or other capital improvement needs.

Reserve for Debt Service - A reserve for bond repayment as may be defined in accordance with terms of a bond indenture.

Current Debt Service - Interest and principal costs for debt payable this year.

Repair and Replacement Sinking Fund - A fund to accumulate funds for repairs and maintenance to fixed assets not normally included in operation expenses and for replacement costs (defined above).

Part I: OPERATION AND MAINTENANCE

Complete the following table:

Question	Points Earned	Total
Are revenues sufficient to cover operation, maintenance, and repair & replacement (OM&R) costs <i>at this time?</i>	YES = 0 points NO = 25 points	0
Are the projected revenues sufficient to cover operation, maintenance, and repair & replacement (OM&R) costs for the <i>next five years?</i>	YES = 0 points NO = 25 points	0
Does the facility have sufficient staff to ensure proper O&M?	YES = 0 points NO = 25 points	0
Has a dedicated sinking fund been established to provide for repair & replacement costs?	YES = 0 points NO = 25 points	0
Is the repair & replacement sinking fund adequate to meet anticipated needs?	YES = 0 points NO = 25 points	0
TOTAL PART I =		0

Part II: CAPITAL IMPROVEMENTS

Complete the following table:

Question	Points Earned	Total
Are present revenues collected sufficient to cover all costs and provide funding for capital improvements?	YES = 0 points NO = 25 points	0
Are projected funding sources sufficient to cover all projected capital improvement costs for the <i>next five years?</i>	YES = 0 points NO = 25 points	0
Are projected funding sources sufficient to cover all projected capital improvement costs for the <i>next ten years?</i>	YES = 0 points NO = 25 points	0
Are projected funding sources sufficient to cover all projected capital improvement costs for the <i>next twenty years?</i>	YES = 0 points NO = 25 points	0
Has a dedicated sinking fund been established to provide for future capital improvements?	YES = 0 points NO = 25 points	0
TOTAL PART II =		0

Part III: GENERAL QUESTIONS

Complete the following table:

Question	Points Earned	Total
Is the wastewater treatment fund a separate enterprise fund/account or district?	YES = 0 points NO = 25 points	0
Are you collecting 95% or more of your sewer billings?	YES = 0 points NO = 25 points	0
Is there a review, at least annually, of user fees?	YES = 0 points NO = 25 points	0
Are bond reserve requirements being met if applicable?	YES = 0 points NO = 25 points	0
TOTAL PART III =		0

Part IV: PROJECTED NEEDS

Estimate as best you can the following:

Cost of projected capital improvements (in thousands)	2016	2017	2018	2019	2020
	0	0	30,000	50,000	50,000

Point Summation

Fill in the values from Parts I through III in the blanks provided in column 1. Add the numbers to determine the MWPP point total that reflects your present financial position for meeting your wastewater needs.

Part	Points
I	0
II	0
III	0
Total	0

Municipal Wastewater Planning Program (MWPP)
Collection System Section

Owner Name: CLINTON

Name and Title of Contact Person:

DAVE WILLIAMS

Phone: 801-614-0870

E-mail: DWILLIAMS@CLINTONCITY.COM

Mail to: MWPP - Department of Environmental Quality
Division of Water Quality
195 North 1950 West
P.O. Box 144870
Salt Lake City, Utah 84114-4870
Phone : (801) 536-4300

Form completed by

DAVE WILLIAMS

Part I: SYSTEM AGE

A. What year was your collection system first constructed (approximately)?

Year 1969

B. What is the oldest part of your present system?

Oldest part 50 years

Part II: BYPASSES

A. Please complete the following table:

Question	Number	Points Earned	Total Points
How many days last year was there a bypass, overflow or basement flooding by untreated wastewater in the system due to rain or snowmelt?	0	0 times = 0 points 1 time = 5 points 2 times = 10 points 3 times = 15 points 4 times = 20 points 5 or more = 25 points	0
How many days last year was there a bypass, overflow or basement flooding by untreated wastewater due to equipment failure? (except plugged laterals)	0	0 times = 0 points 1 time = 5 points 2 times = 10 points 3 times = 15 points 4 times = 20 points 5 or more = 25 points	0
TOTAL PART II =			0

B. The Utah Sewer Management Program defines sanitary sewer overflows into two classes. Below include the number of SSOs that occurred in 2015:

Number of Class 1 SSOs in Calendar year 2015 0

Number of Class 2 SSOs in Calendar year 2015 0

Class 1 - a Significant SSO means a SSO or backup that is not caused by a private lateral obstruction or problem that:

- (a) effects more than five private structures;
- (b) affects one or more public, commercial or industrial structure(s);
- (c) may result in a public health risk to the general public;
- (d) has a spill volume that exceeds 5,000 gallons, excluding those in single private structures; or
- (e) discharges to Waters of the state.

Class 2 – a Non-Significant SSO means a SSO or backup that is not caused by a private lateral obstruction or problem that does not meet the Class 1 SSO criteria.

Part II: BYPASSES (cont.)

C. Please specify whether the SSOs were caused a contract or tributary community, etc.

Part III: NEW DEVELOPMENT

A. Please complete the following table:

Question	Points Earned	Total Points
Has an industry (or other development) moved into the community or expanded production in the past two years, such that either flow or wastewater loadings to the sewerage system were significantly increased (10-20%)?	No = 0 points Yes = 10 points	0
Are there any major new developments (industrial, commercial, or residential) anticipated in the next 2-3 years, such that either flow or BOD ₅ loadings to the sewerage system could significantly increase (25%)?	No = 0 points Yes = 10 points	0
TOTAL PART III =		0

B. Approximate number of new residential sewer connections in the last year

64 new residential connections

C. Approximate number of new commercial/industrial connections in the last year

0 new commercial/industrial connections

D. Approximate number of new population serviced in the last year

200 new people served

Part IV: OPERATOR CERTIFICATION

A. How many collection system operators are currently employed by your facility?

7 collection system operators employed

B. What is/are the name(s) of your DRC operator(s)?

DAVID WILLIAMS

KASEY JENSEN

JOHN WYAN

C. You are required to have the collection DRC operator(s) certified at Grade III

What is the current grade of the DRC operator(s)? GRADE 4

D. State of Utah Administrative Rules require all operators considered to be in DRC to be appropriately certified. List all the operators in your system by their certification class.

Not Certified	<u>1</u>
Small Lagoons	<u>0</u>
Collection I	<u>0</u>
Collection II	<u>3</u>
Collection III	<u>2</u>
Collection IV	<u>2</u>

E. Please complete the following table:

Question	Points Earned	Total Points
Is/are your DRC operator(s) currently certified at the appropriate grade for this facility? (see C)	Yes = 0 points No = 50 points	0
How many continuing education units has each of the DRC operator(s) completed over the last 3 years?	3 or more = 0 points less than 3 = 10 points	0
TOTAL PART IV =		0

Part V: FACILITY MAINTENANCE

A. Please complete the following table:

Question	Points Earned	Total Points
Do you follow an annual preventative maintenance program?	Yes = 0 points No = 30 points	0
Is it written?	Yes = 0 points No = 20 points	0
Do you have a written emergency response plan?	Yes = 0 points No = 20 points	0
Do you have an updated operations and maintenance manual	Yes = 0 points No = 20 points	0
Do you have a written safety plan?	Yes = 0 points No = 20 points	0
TOTAL PART V =		0

Part VI: SSMP EVALUATION

A. Has your system completed its Sewer System Management Plan (SSMP)?

Yes NO

B. If the SSMP has been completed then has the SSMP been public noticed?

No Yes, included date of public notice _____

C. Has the SSMP been approved by the permittee's governing body at a public meeting?

Yes NO

D. During the annual assessment of the operation and maintenance plan were any adjustments needed based on the performance of the plan?

No _____ If yes, what components of the plan were changed (i.e. line cleaning, CCTV inspections and manhole inspections and/or SSO events)

Part VI: SSMP EVALUATION (cont.)

E. During 2015 was any part of the SSMP audited as part of the five year audit?

(No) _____

If yes, what part of the SSMP was audited and were changed made to the SSMP as a result of the audit? _____

F. Has your system completed its *System Evaluation and Capacity Assurance Plan (SECAP)* as defined by the Utah Sewer Management Program?

Yes _____ NO _____

The following are required completion dates that the SSMP and SECAP based on population. The SSMP and SECAP must be public noticed and approved by the permittee's governing body in order to be considered complete.

Program	Population				
	< 2,000	2,000 - 3,500	3,501 – 15,000	15,001 – 50,000	> 50,000
SSMP	3-31-16	3-31-16	9-30-15	3-31-15	9-30-14
SECAP	Optional	9-30-17	9-30-16	3-31-16	9-30-15

SSMP Signatory Requirement

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Signature of Signatory Official

Date

Print Name of Signatory Official

Title

The signatory official is the person authorized to sign permit documents, per R317-8-3.4.

Part VII: SUBJECTIVE EVALUATION

This section should be with the system operators.

- A. Describe the physical condition of the sewer collection system: (lift stations, etc. included)

COLLECTION SYSTEM IN VERY GOOD CONDITION
WITH MINIMAL PROBLEMS

- B. What sewerage system improvements does the community have under consideration for the next 10 years?

1- PIPE LINING IN SELECT AREAS

2- ELIMINATION OF FORCE MAIN TO A GRAVITY SEWER LINE

- C. Explain what problems, other than plugging have you experienced over the last year

NON FLUSHABLES IN THE PIPES (WIPES)

- D. Is your community presently involved in formal planning for system expansion/upgrading? If so explain.

NO, SYSTEM IS SIZED FOR PROJECTED POPULATION
AND LAND USE

- E. Does the municipality/district pay for the continuing education expenses of operators?

ALWAYS X SOMETIMES _____ NO _____

If they do, what percentage is paid?

approximately 100 %



**CLINTON CITY COUNCIL MINUTES
CITY HALL
2267 North 1500 W Clinton UT 84015**

**MAYOR
L. Mitch Adams**

CITY COUNCIL MEMBERS

***Anna Stanton
Karen Peterson
Mike Petersen
Barbara Patterson
TJ Mitchell***

Date of Meeting	May 10, 2016	Call to Order	7:01 p.m.
Staff Present	City Manager Dennis Cluff, Community Development Director Will Wright, Public Works Director Mike Child, Fire Chief Dave Olsen, Assistant Fire Chief Justin Benavides, Steve Hubbard, Colten Pett and Lisa Titensor recorded the minutes.		
Citizens Present	Fred Mitchell, Rick Smith, Sienna Alejandre, Taylor Williams, Landon Turgson		
Pledge of Allegiance	Councilmember Stanton		
Prayer or Thought	Councilmember M. Petersen		
Roll Call & Attendance	Present were: Councilmember Anna Stanton, Councilmember Karen Peterson, Councilmember Mike Petersen, Councilmember Barbara Patterson, Councilmember TJ Mitchell and Mayor Adams		
A. EMPLOYEE OF THE MONTH FOR MARCH 2016 – COLTEN PETT			
Petitioner	Dennis Cluff		
Discussion	<p>Public Works Director Mike Child reported that Colten Pett has been with the Parks Department since 2012 as a seasonal employee. In July of 2015, Colten accepted a Full Time position in the Parks Department. Since then his work has not disappointed us. His attention to detail, and wanting to learn all the aspects of the department are very impressive. He is always willing to help others on the crew as well as other departments in Public Works. He gets along well with his co-workers and treats the public with dignity and respect. He is always willing to come in for extra assignments and has a good attitude in all that he does. He is very diligent in gaining all the education he can, and is taking classes to be a certified arborist this summer as well and as get his Playground Safety Inspector certification this fall. Mr. Child said he feels public works is a better department for having Colten on the crew. Even though he is still relatively new in his role and responsibilities as a member of the Parks Department, he is well on his way to making the Parks Crew better than they were before.</p> <p>Mr. Child stated he proudly recommends Colten Pett as the employee of the Month for March 2016.</p> <p>Mr. Pett said he enjoys working for Clinton City and is looking forward to a future here.</p> <p>Mayor Adams expressed appreciation for the hard work Colten does for the City. He presented him with an award and gift card in recognition.</p>		
B. PRESENTATION FROM RICK SMITH, MANAGER - DAVIS WEBER COUNTIES CANAL COMPAY			
Petitioner	Dennis Cluff		
Discussion	<p>Mayor Adams introduced Rick Smith as the new General Manager of the Davis Weber Counties Canal Company.</p> <p>Mr. Smith said he has worked for JUB Engineers for 17 years prior to accepting this position; during that time he worked with both the Canal Company and Clinton City, he is confident in his qualifications.</p>		

	<p>Mayor Adams stated that Clinton City has had water pressure issues for several years. The Board has promised to take care of the issue, so far without results. He feels the Canal Company has a contractual obligation to provide adequate water pressure. He is concerned the water pipes are too small to accommodate the water flow needs for both odd and even house numbers.</p> <p>Mr. Smith said this current water year is better than the previous four drought years. His intent is to educate people to use water resources properly and efficiently. It is inevitable that secondary water will eventually be required to be metered. The Canal Company is being proactive and requiring the meters be installed with new development as well as seeking grants for installation in existing areas including Clinton City and West Point. This will be a long and costly process because of the approximately 14,000 homes and \$1,000 cost per meter.</p> <p>Councilmember K. Peterson said she appreciates the fact that a new pump was installed near Heritage Park, 1300 N and 1000 W after a long period of time where no water was provided in the area.</p> <p>Councilmember M. Petersen expressed concern that the Canal Company not ask for Clinton to pay for meters and that during the installation process of the meters, they do not cut into the roads.</p> <p>Public Works Director Mike Child reported that staff has been checking to make sure there are no cross connections. They are in the process of installing 200 dual check valves to prevent future cross connections as well as updating over 200 existing valves.</p> <p>Councilmember Mitchell expressed concern if the Canal Company intends to add fees to the costs for secondary water as a result of the meters.</p> <p>Mayor Adams cautioned Mr. Smith that Clinton City is not willing to pay more for metered secondary water or give up water to other communities which Clinton City has already purchased.</p>
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C. RE-APPOINTMENTS TO THE CLINTON CITY PARKS BOARD

Petitioner	Dennis Cluff
Discussion	Mr. Cluff identified that Darryl & Angela Armstrong and Justin Gort have been hard working members of the City’s Parks Advisory Board. The Mayor wishes to re-appoint each of them for another 2 year term, and thank them for their continuing service to the community.
CONCLUSION	Councilmember Patterson moved to ratify Mayor Adams’ re-appointments of Darryl Armstrong, Angela Armstrong and Justin Gort to the Clinton City Parks Advisory Board for a term ending April 2018. Councilmember K. Peterson seconded the motion. Councilmember’s K. Peterson, Patterson, M. Petersen, Stanton and Mitchell all voted in favor.

D. 7:00 PM PUBLIC HEARING – ADOPTION OF THE FY 2016-17 CLINTON CITY TENTATIVE BUDGET

Petitioner	Dennis Cluff
Discussion	<p>Mr. Cluff explained that the Draft Tentative Budget was approved at a Special Meeting/Workshop on April 21st. This public hearing is to allow public comment and adoption of the FY 2-16-17 Tentative Budget. As advertised, the Tentative Budget has been and will continue to be available to the public at City Hall through June 22nd.</p> <p>He further explained that the Final Budget and Tax Rate Certification also require a public hearing which will need to take place on or before June 22nd. Mr. Cluff proposed calling a Special City Council meeting for Wednesday June 22nd for adoption of the Final Budget. This Tentative Budget will be available for modification until the Final Budget is adopted.</p> <p>He said this Tentative Budget is basically the same as the one reviewed on April 21st,</p>

with the following changes and explanations identified in the action items from that discussion:

- Cost-benefit analysis of providing a 1½ percent discount for customers who pay with their checking account (e-checks) in comparison to a credit card:

Treasurer Carla Parsons provided the City Council with an e-mail explaining the “discount” would cost the City more money (approximately \$1.20 compared to the current cost of \$.95 to \$1.05) despite an increase in the volume of e-checks.

- Police pay and compression issues – submitted in the Tentative Budget presented 20160510

Mr. Cluff presented the Council with a salary/benefit comparison identifying the overall salary increases for Police Officers which will range from 10.50% to 18.50% depending on their current status.

- Review Health Insurance options

Mr. Cluff provided an e-mail to the Council which identified the cost to employees would be substantial; after review of several plans, he recommended leaving the deductible proposed for 2016-17 at \$350/\$750 and discontinue employee reimbursements of the deductible;

- Provide a cost break down of the expenses for the public works building improvements

Mr. Child reported that the 2015-16 Budget will reflect the current expenditures for the project of \$33,000.00. He will provide updates on future costs as the project moves forward; those costs will be reflected in the 2016-17 budget.

- Feasibility of potential water projects

Mayor Adams stated that he is seeking input from the Public Works Director and the Engineer; he and Mr. Cluff have proposed a special work session for the Council to discuss potential future water needs and projects.

- Feasibility of increasing dual check valve installations – on course to make 360 installations with current staff and a temporary employee through August – currently installing approximately 80 per month. One seasonal employee is doing replacements after hours;

Mr. Child stated the process is moving quicker than anticipated; staff will evaluate the potential of increasing the number of installations for 2016 by as much as 250.

- Move prosecutors to the professional/technical budget

Mr. Cluff reported this change is reflected in this 2016-17 proposed Tentative Budget;

- Motorpool

Mr. Cluff stated that vehicle purchase needs will be carefully evaluated prior to making any purchases.

- Explanation for the crackseal equipment

Mr. Child explained cracksealing is one of the most important things for preserving the roads. Clinton currently contracts with Morgan Pavement, the intent for purchasing this equipment is to do smaller jobs in the City when needed to keep new roads in the best condition. The cost of one of the machines would pay for itself fairly quickly. It will also help with sidewalk safety;

- Look into the possibility of early payment of the bond

	<p><i>Mr. Cluff provided the City Council with an e-mail which identified that according to the terms of the bond, it is non-callable bond which means it cannot be paid off early.</i></p> <p>Mayor Adams opened the public hearing at 7:43 p.m. There was no public comment so he closed the public hearing at 7:44 p.m.</p> <p>Mayor Adams asked again for public comment after review of the action items. There was none.</p>
CONCLUSION	<p>Councilmember Stanton moved to approve the FY 2016-17 Tentative Budget and set a public hearing for approval of the Final Budget at a special meeting on Wednesday June 22, 2016 at 7:00 P.M. Councilmember Patterson seconded the motion. Councilmember’s K. Peterson, Patterson, M. Petersen, Stanton and Mitchell all voted in favor.</p>
Approval of Minutes	<p>Councilmember K. Peterson moved to approve the minutes of the April 12, 2016 City Council Meeting as written. Councilmember Mitchell seconded the motion. Councilmember’s K. Peterson, Patterson, M. Petersen, Stanton and Mitchell all voted in favor.</p> <p>Councilmember Patterson moved to approve the minutes of the April 21, 2016 Special Budget Work Session with the correction of removing Anna Stanton from seconding the motion to adjourn. Councilmember Stanton seconded the motion. Councilmember’s K. Peterson, Patterson, M. Petersen, Stanton and Mitchell all voted in favor.</p>
Accounts Payable	<p><i>The Council asked Mr. Cluff to research why the bond payment appears twice in the bills.</i></p> <p>Councilmember K. Peterson moved to pay the bills with a request for an explanation on the appearance of a double payment on the bond. Councilmember Mitchell seconded the motion. All voted in favor of the motion.</p>
Planning Commission Report	<p>Mr. Wright reported on the May 3, 2016 Planning Commission work session meeting as identified in the minutes. He explained the Planning Commission is currently reviewing the Subdivision Ordinance.</p>
City Manager	<ul style="list-style-type: none"> • Shred Day is Saturday, May 14; • The Police Chief is working on the safe sale zone; • He and the Mayor met with a Weber State Rep who would like to host a presentation for small business owners; in addition to putting a link on our website as a potential resource; • He and the Mayor met with the future Director of the new Alzheimer’s Clinic; • The annual employee benefit meeting is scheduled for Tuesday, May 17 at 10 a.m.
Mayor	<ul style="list-style-type: none"> • Reported he has met with UDOT and 1800 N is being submitted as a high priority project.
Councilmember Patterson	<ul style="list-style-type: none"> • Asked Mr. Child to look into road damage at 1725 N; <p>Mr. Child said he has already talked with the contractor and they have agreed to fix the damage.</p>
Councilmember K. Peterson	<ul style="list-style-type: none"> • Arts Council – planning for upcoming Heritage Days activities; • Attended the Wasatch Front Regional Council open house and gave her opinion on issues she feels important; • Amber Alert – thank you to the police for how they handled the situation; • Round-a-bout – the sign is down on 1300 N;
Councilmember M. Petersen	<ul style="list-style-type: none"> • Street light stays on at 1300 N & 750 W • Huntsville Bar B Que now open where Dickey’s was
Councilmember Stanton	<ul style="list-style-type: none"> • Youth Council is looking for some additional advisors; • North Davis Sewer District Open House is June 17; <ul style="list-style-type: none"> • Finishing projects • \$3 increase this year and next year as well.

<p>Councilmember Mitchell</p>	<ul style="list-style-type: none"> • RAB Meeting – there is a new Plume Map which shows a reduced area of contamination; • Has received more complaints that Public Works crews are driving on the trail. <p>Mr. Child said he would talk with the crew.</p>
	<p>Chief Olsen said he has code enforcement issues with a few homes on 1800 N, he asked if UDOT could be contacted to see if they are on the map to be purchased by UDOT for destruction for the 1800 N widening project.</p> <p>Mayor Adams suggested he contact Chris Peterson with UDOT.</p>
<p>ADJOURNMENT</p>	<p>Councilmember Stanton moved to adjourn. Councilmember Patterson seconded the motion. Councilmember’s K. Peterson, M. Petersen, Patterson, Mitchell and Stanton voted in favor of the motion. The meeting adjourned at 8;55 p.m.</p>
<p><u>ACTION ITEMS</u></p>	<ul style="list-style-type: none"> • <i>Research what appears to be a double bond payment identified in the bills;</i> <p><i>Mr. Cluff sent out an email and explained that the first check was voided because it was for \$.30 more than it should have been; a check for the correct amount was then issued and sent for payment.</i></p>