

## STORM WATER FACILITY AGREEMENT

THIS AGREEMENT, is made and entered into this 19 day of November, 2021, by and between Walton Lane Townhomes QOZB LLC & American Fork City (hereinafter referred to as "Owner", and American Fork City (hereinafter referred to as the "City"), a Municipal Corporation.



### RECITALS

**WHEREAS**, the Owner desires to improve, develop or redevelop real property located at approximately 781 East Quality Drive in American Fork City, Utah County, State of Utah (hereinafter referred to as the "Property"), which is more particularly described in Exhibit A attached hereto;

**WHEREAS**, said development requires the installation and maintenance of storm water facilities (hereinafter referred to as "Facilities") to be constructed according to designs and plans approved by the City;

**WHEREAS**, the Owner, for and in behalf of its administrators, executors, successors, heirs, or assigns, including any homeowners association, recognizes and agrees that the health, safety, and welfare of the citizens of the City require that the Facilities be constructed and adequately maintained on the Property throughout the life of the development; and

**NOW, THEREFORE**, in consideration of the foregoing, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

### SECTION 1 FACILITIES

Facilities include all storm water detention and control structures, flood control devices, or other improvements, which may include, but is not limited to all pipes, channels, or other structures and infrastructure built to convey storm water to the Facilities, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the storm water which are required by the City in the site plan attached hereto as Exhibit B.

### SECTION 2 FACILITIES CONSTRUCTION

The Owner shall, at its sole cost and expense, construct the Facilities in accordance with the plans and specifications for the development approved by the City. Owner understands and agrees that modifications may be needed to make the system work properly after the Facilities are installed and agrees to make modifications and adjustments as may be necessary and required by the City.

### SECTION 3 MAINTENANCE

The Owner shall, at its sole cost and expense, adequately maintain the Facilities in good working condition acceptable to the City and in accordance with the schedule of long term maintenance activities agreed to by the parties and attached hereto as Exhibit C. Adequate maintenance is herein defined as follows: 1) keeping the Facilities in good working condition so that the Facilities are performing their design functions, 2) performing facility inspections and repairs as may be needed, and 3) replacing and/or modifying portions, or all of the system, as may be needed to maintain the intended function of the facility.

### SECTION 4 EASEMENT

The Owner hereby grants permission to the City, its authorized agents, and employees to enter upon the Property and to inspect the Facilities whenever the City deems it necessary. Whenever possible, the City shall provide notice prior to entry. Inspections by the City shall be conducted in a reasonable manner and at reasonable times, as determined appropriate by the City. The purpose of the inspection shall be to determine and ensure that the Facilities are being adequately maintained, are continuing to perform in an adequate manner, and are in compliance with all laws, regulations, and approved plans and specifications. The Owner hereby grants a twenty-five (25) foot access easement in favor of the City with the midpoint of the easement lying over the midpoint of the Facilities identified in the attached plan. This easement shall be limited in scope to allow only those actions which are necessary to allow the City to inspect, ensure adequate maintenance, and to cause any repairs to be made that the City deems necessary. This easement shall include, but is not be limited to, prohibiting the construction of structures or improvements that would impact or obstruct the intended purposes of the Facilities or restrict the ability of the Owner or the City to inspect, maintain, or repair the Facilities.

### SECTION 5 FAILURE TO MAINTAIN FACILITIES

In the event the Owner fails to maintain the Facilities in good working order acceptable to the City and in accordance with the maintenance schedule incorporated in this Agreement, the City, in addition to any other remedies provided by State or City code, may, with due notice as provided in Section 6, enter the property and take whatever steps it deems necessary to return the Facilities to good working order. This provision shall not be construed to allow the City to erect any structure of a permanent nature on the property that is not included in the plans and specifications for the development, or other agreement between the parties. It is expressly understood and agreed that the City is under no obligation to maintain or repair the Facilities. The decision to maintain or repair the Facilities shall be at the City's sole discretion and in no event shall this Agreement be construed to impose any such obligation on the City or to create any liability for the City refusing to undertake such a duty.

**SECTION 6  
NOTICE OF DEFICIENCIES**

If the City finds that the Facilities contain any defects or are not being maintained adequately, the City shall provide Owner written notice of the defects or deficiencies and provide Owner with a reasonable time, as determined by the City, to cure such defects or deficiencies.

**SECTION 7  
RECOUPMENT OF COSTS**

In the event the City performs work of any nature pursuant to the Agreement, or expends any funds in the performance of said work for labor, use of equipment, supplies, materials, and the like, the Owner shall reimburse the City within thirty (30) days of receipt thereof for all the costs incurred by the City. If not paid within the prescribed time period, the City shall be entitled to record a lien against the real property in the amount of such costs. The actions described in this section are in addition to and not in lieu of any and all legal remedies available to the City as a result of the Owner's failure to maintain the Facilities.

**SECTION 8  
LIMITATION OF LIABILITIES**

It is the sole intent of this Agreement to insure the proper construction and maintenance of the Facilities by the Owner. As the Facilities are not part of the City's Storm Water Collection System, this agreement does not create or extend any rights to immunity or liability protections provided by law to municipalities. This Agreement shall not be deemed to create or affect any additional liability of any party for damage alleged to result from or caused by storm water runoff, or to constitute a waiver of any immunity provided to the City through the Utah State Code or Constitution.

**SECTION 9  
SEDIMENT ACCUMULATION**

Adequate maintenance shall include control of sediment accumulation resulting from the normal operation of the Facilities. The Owner will make accommodations for the removal and appropriate disposal of all accumulated sediments.

**SECTION 10  
REQUIREMENTS AND STANDARDS**

The Parties agree to follow and comply with all requirements applicable to storm water detention and control facilities as by the Utah Department of Environmental Quality, Division of Water Quality, including the Small MS4 General UPDES Permit requirements, and by the City ordinances and Storm Water Management Plan as existing at the time of executing this agreement and as may be amended from time to time. The parties agree that these requirements and regulations are incorporated herein by this reference and that this agreement shall be deemed

automatically amended to incorporate any and all changes and amendments made thereto after the signing of this agreement.

#### SECTION 11 INSPECTIONS

The Owner shall perform an annual inspection of the Facilities. The City may require more frequent inspections should it have reason to believe that such inspections are necessary. All inspections shall be conducted by a qualified inspector and the results shall be reported to the City. The purpose of the inspection and reporting is to assure safe and proper functioning of the Facilities, including but not limited to, the structural improvements, berms, outlet structure, pond areas, access roads, vegetation, landscaping, etc. All annual inspection reports shall be submitted to the City Public Works Department no later than September 1 of any given year and shall be on the Maintenance Inspection Report attached hereto as Exhibit D.

#### SECTION 12 INDEMNITY

The Owner indemnifies and holds harmless the City and its authorized agents and employees for any and all damages, accidents, casualties, occurrences or claims which might arise or be asserted against the City from the construction, presence, existence or maintenance of the facility or facilities by the Owner. In the event a claim is asserted against the City, its authorized agents or employees, the City shall promptly notify the Owner and the Owner shall defend at its own expense any suit based on such claim. If any judgment or claims against the City, its authorized agents or employees shall be allowed, the Owner shall pay for all costs and expenses in connection herewith.

#### SECTION 13 COVENANT RUNNING WITH THE LAND

This Agreement shall be recorded at the Utah County Recorder's Office and shall constitute a covenant running with the land and shall be binding on the Owner, its administrators, executors, heirs, assigns and any other successors in interest, including any homeowners association.

#### SECTION 14 REMEDIES

This Agreement may be enforced by proceedings at law or in equity by or against the parties hereto and their respective successors in interest. Any rights or remedies contained in this Agreement shall be in addition, and non-exclusive, to any rights existing under the Utah Code or that may exist under the common law.

**SECTION 15  
ATTORNEYS FEES**

If any party retains, consults, or uses an attorney because of any breach, default, or failure to perform as required by this Agreement, the non-breaching/defaulting party shall be entitled to reasonable attorney's fees incurred before litigation is filed. In the event that any litigation is commenced to enforce or interpret this Agreement the prevailing party shall be entitled to its attorneys fees, expert witness expenses, and litigation related expenses, including but not limited to court costs.

**SECTION 16  
THIRD PARTY BENEFICIARIES**

This Agreement shall be binding upon and inure solely to the benefit of the parties herein and is not intended to create contractual rights in any third party.

**SECTION 17  
NO PARTNERSHIP**

Nothing contained in this Agreement shall be deemed to create any form of a partnership or joint-venture between the City and Owner.

**SECTION 18  
UTAH LAW AND VENUE**

This Agreement shall be interpreted pursuant to the laws of the State of Utah. Any and all suits for any claims or for any and every breach or dispute arising out of this Agreement shall be maintained in the appropriate court of competent jurisdiction in Utah County, Utah.

**SECTION 19  
INTEGRATED AGREEMENT**

This Agreement sets forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, that exists between the parties regarding the subject matter of this Agreement.

**SECTION 20  
SEVERABILITY**

The provisions of this agreement shall be severable and if any phrase, clause, sentence or provision is declared unconstitutional, or the applicability thereof to the, its successors and assigns, is held invalid, the remainder of this Covenant shall not be affected thereby.

**SECTION 21  
AMENDMENTS**

Approved as to form:  
Attorney for American Fork City

Except as expressly provided elsewhere in this Agreement, no provision of this Agreement may not be modified except in writing agreed to by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

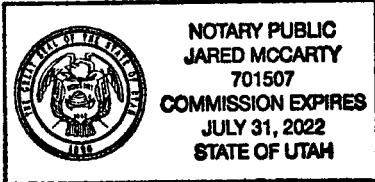
OWNER

Date: November 19, 2021. Walton Lane Townhomes QOZB, LLC  
By: [Signature]  
Its: Manager

NOTARIZATION

STATE OF UTAH )  
 ) :ss  
COUNTY OF UTAH )

The above Agreement was executed on this 19 day of November, 2021 by Nathan W. Pugsley, Manager for and on behalf of Walton Lane Townhomes QOZB LLC, the Owner identified in the above signed Agreement. In executing this Agreement, the signer did swear before me that he is duly authorized to sign the agreement on behalf of the Owner.



[Signature]  
NOTARY PUBLIC

AMERICAN FORK CITY

Date: Feb. 1, 2022. [Signature]  
Scott Sensanbaugher  
Director of Public Works

ATTEST:  
  
\_\_\_\_\_

Exhibit A

**LEGEND**

SECTION CORNER AND SECTION LINE  
BOUNDARY LINE  
RIGHT OF WAY LINE  
PUBLIC UTILITY EASEMENT  
ADJACENT PROPERTY LINES  
EASEMENT LINE

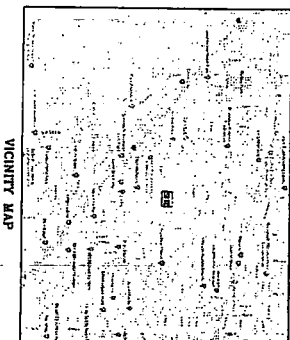
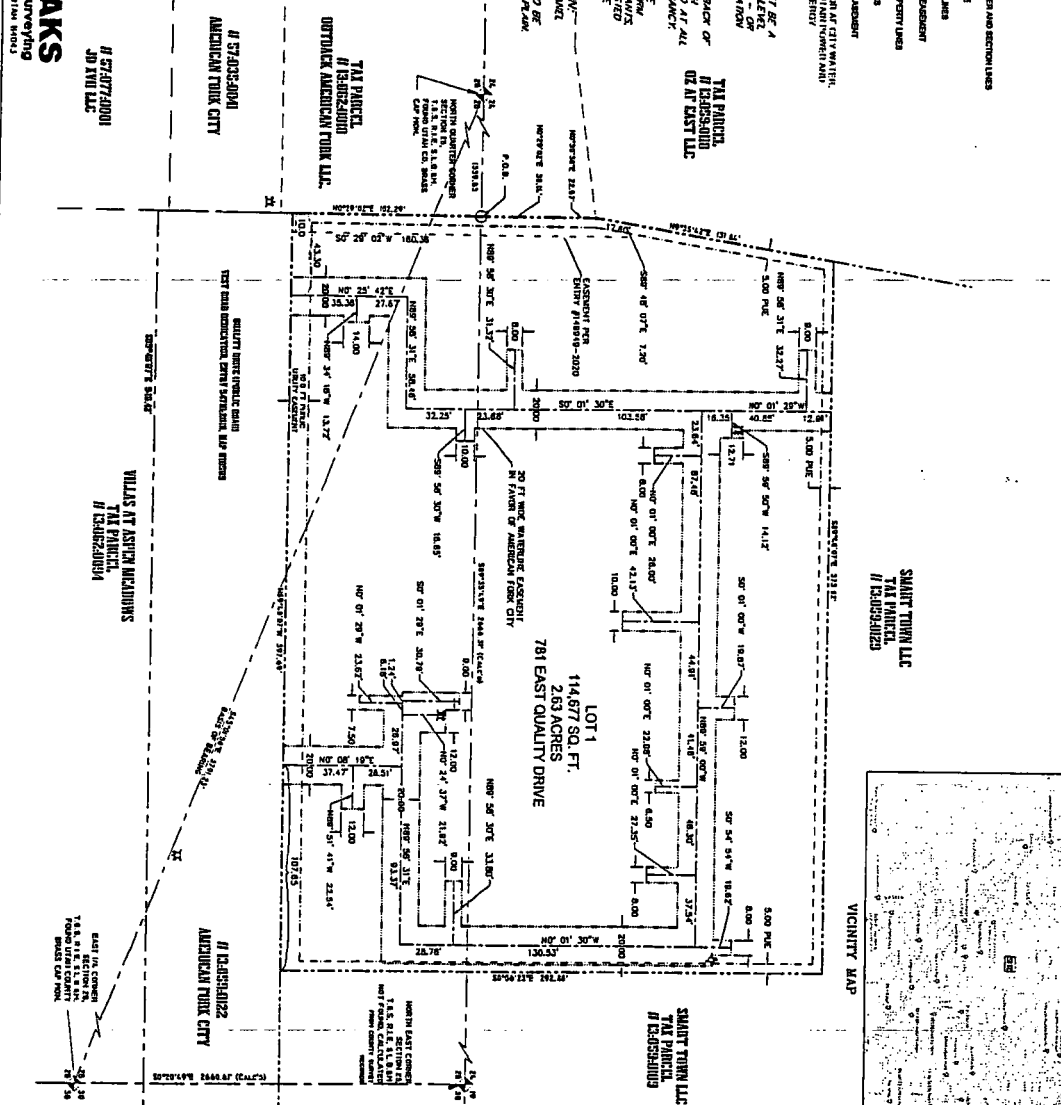
PLANNING FROM AN OUTSTANDING INSTRUMENT TO THE FOLLOWING INSTRUMENTS:

**LOWEST FLOOR SLAB NOTES:**  
MINIMUM OF 1/2" FLOOR ABOVE WATER LEVEL. - OR 12" ABOVE FINISHED FLOOR LEVEL. - OR 24" ABOVE FINISHED FLOOR LEVEL. - OR AS SPECIFIED OTHERWISE.  
OFF-SET ONE TO BE PLACED AT THE BACK OF THE CURB AND 1/2" TO 2" REAR SET BACK OF THE CURB FOR EACH SIDE OF OCCUPANCY. THE UNWEALED CONCRETE BASE MUST BE PLACED AND COVERED, EXPOSED AND STORM DRAINAGE AND BLOWER EXHAUSTS AND MET BOILER COMPARTMENT AND TESTED BEFORE ANY BUILDING PERMITS WILL BE ISSUED.

**FEMA FLOOD PLAIN INFORMATION:**  
FLOOD ZONE: X  
FLOOD ZONE 1 - AREAS DETERMINED TO BE OUTSIDE OF AN ANNUAL CHANCE FLOOD PLAIN.  
CURRENT ZONE:  
PC-FRAMED COMMUNITY NUMBER OF LOTS: 1  
NO BASEMENTS ALLOWED

**TWIN PEAKS**  
Engineering & Land Surveying  
7281 NORTH 1550 EAST BLDG. UTAH HOUSTON

WALTON TOWN HOMES SUBDIVISION  
LYING AND SITUATE IN THE SOUTHEAST QUARTER OF SECTION 24 AND NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN



**SUBDIVISION CERTIFICATE**

I, S. Scott Cochran, Civil Engineer, License No. 180723, State of Utah, do hereby certify that the Subdivision Plan for the Walton Town Homes Subdivision, located in the Southeast Quarter of Section 24 and Northeast Quarter of Section 25, Township 5 South, Range 1 East, Salt Lake Base and Meridian, is in accordance with the requirements of the Subdivision Map Act, Utah Code, Title 63, Chapter 2, Sections 2-1-1 through 2-1-9, and that the same has been approved by the Utah State Board of Land.

**OWNER'S DEDICATION:**  
I, the undersigned, do hereby dedicate to the public the easement, right-of-way, and other interests shown on this plan for the purposes stated hereon, to the public use of the same.

**CORPORATE ACKNOWLEDGEMENT:**  
I, the undersigned, do hereby acknowledge the execution of this instrument by the undersigned and that the same is a true and correct statement of the facts and contents hereof.

STATE OF UTAH )  
COUNTY OF UTAH ) S.S.

**APPROVAL BY LEGISLATIVE BODY**  
The City of American Fork, State of Utah, approved the Subdivision Map and Plat for the Walton Town Homes Subdivision for the purposes stated hereon for the period of one year from the date of this approval.

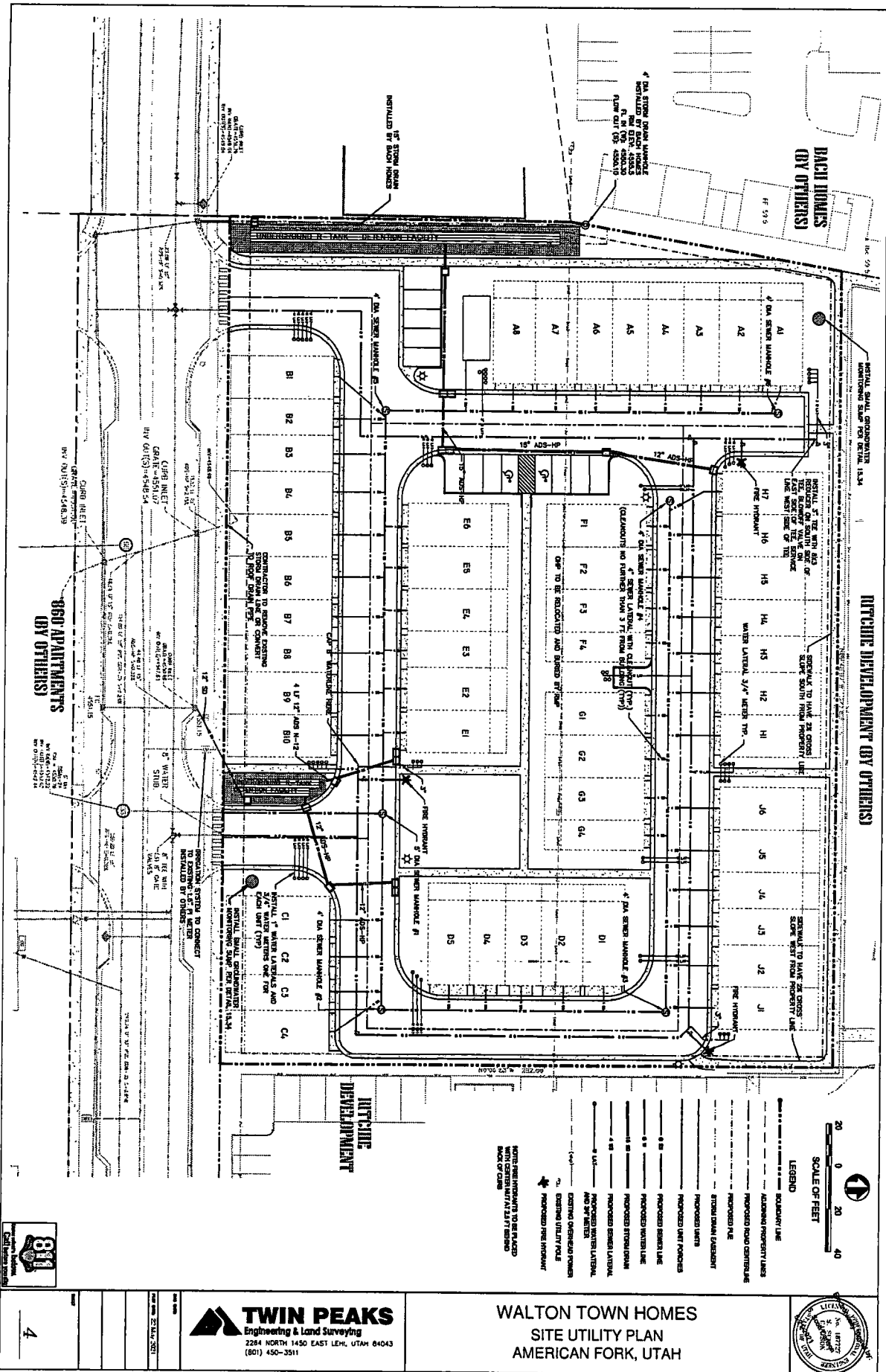
**APPROVAL BY LEGISLATIVE BODY**  
ATTEST: \_\_\_\_\_  
CITY CLERK - REC'D  
CITY COMMISSIONER \_\_\_\_\_  
CITY COMMISSIONER \_\_\_\_\_  
CITY COMMISSIONER \_\_\_\_\_  
CITY COMMISSIONER \_\_\_\_\_

**MAYOR AND SEWER AUTHORITY APPROVAL**  
Approved this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2022, by the Mayor and Sewer Authority.

**WALTON TOWN HOMES SUBDIVISION**  
LYING AND SITUATE IN THE SOUTHEAST QUARTER OF SECTION 24 AND NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN  
AMERICAN FORK CITY, UTAH COUNTY, UTAH

Plat No. 18723  
No. 18723  
S. SCOTT COCHRAN

Exhibit B



INTERIOR DEVELOPMENT (BY OTHERS)

BACH HOMES (BY OTHERS)

860 APARTMENTS (BY OTHERS)



LEGEND

- BOUNDARY LINE
- ALLOTTED PROPERTY LINE
- PROPOSED ROAD CENTERLINE
- PROPOSED EASEMENT
- PROPOSED UTILITY
- PROPOSED LIGHT
- PROPOSED SEWER LINE
- PROPOSED WATER LINE
- PROPOSED STORM DRAIN
- PROPOSED WATER LATERAL
- PROPOSED SEWER LATERAL
- PROPOSED WATER LATERAL AND WATER
- EXISTING OVERHEAD POWER
- EXISTING UTILITY POLE
- PROPOSED FIRE HYDRANT

NOTE: DIMENSIONS TO BE PLACED AND CENTERLINE IN 21 FT BEND AND 50 FT CURVE

**TWIN PEAKS**  
 Engineering & Land Surveying  
 2284 NORTH 1450 EAST LEHI, UTAH 84043  
 (801) 450-3511

WALTON TOWN HOMES  
 SITE UTILITY PLAN  
 AMERICAN FORK, UTAH





Exhibit C

Long-Term Stormwater Management Plan  
Walton Townhomes February 1, 2022

## EXHIBIT A

### legal description

### DESCRIPTION

A PARCEL OF LAND LYING AND SITUATE IN THE NORTHEAST QUARTER OF SECTION 25 AND THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE AND MERIDIAN. COMPRISING 2.63 ACRES PER WARRANTY DEED RECORDED AS ENTRY 184739:2020 IN THE OFFICE OF THE UTAH COUNTY RECORDER. BASIS OF BEARING FOR SUBJECT DESCRIPTION BEING SOUTH 45°01'56" EAST 3791.23 FEET MEASURED BETWEEN THE UTAH COUNTY SURVEY BRASS CAP MONUMENTS MARKING THE NORTH QUARTER CORNER AND THE EAST QUARTER CORNER OF SAID SECTION 25. SUBJECT PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 25, THENCE SOUTH 89°35'49" EAST 1339.53 FEET TO A POINT ON A SURVEYED BOUNDARY (SURVEYING ASSOCIATES, FILE #81-85 AT THE UTAH COUNTY SURVEYOR'S OFFICE) AND THE TRUE POINT OF BEGINNING.

THENCE ALONG SAID SURVEY BOUNDARY LINE THE FOLLOWING 2 COURSES: 1) NORTH 00° 29' 02" EAST 38.14 FEET, 2) NORTH 00° 30' 38" EAST 22.57 FEET; THENCE NORTH 09° 35' 42" EAST 131.64 FEET; THENCE SOUTH 89° 48' 07" EAST 373.82 FEET; THENCE SOUTH 00° 06' 23" EAST 292.88 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF QUALITY DRIVE (PER VEST ROAD DEDICATION PLAT, ENTRY 54716:2019 UTAH COUNTY RECORDER); THENCE COINCIDENT WITH SAID R.O.W. NORTH 89° 48' 07" WEST 397.69 FEET TO SAID SURVEYED BOUNDARY LINE; THENCE COINCIDENT WITH SAID SURVEYED BOUNDARY LINE NORTH 00° 29' 02" EAST 102.29 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.63 ACRES 114,677 SQ. FT.

Long-Term Stormwater Management Plan  
Walton Townhomes February 1, 2022

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**EXHIBIT B**

**Long-Term Stormwater Management Plan**

**for:**

Walton Town Homes Subdivision  
781 E. Quality Drive  
American Fork City, Utah, 84003

## **PURPOSE AND RESPONSIBILITY**

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

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

The American Fork River is impaired but does not have a TMDL. The LTSWMP is aimed at addressing these impairments in addition to all other pollutants that can be generated by this property.

## **CONTENTS**

SECTION 1: SITE DESCRIPTION, USE AND IMPACT

SECTION 2: TRAINING

SECTION 3: RECORDKEEPING

SECTION 4 APPENDICES

## **SECTION 1: SITE DESCRIPTION, USE AND IMPACT**

The site infrastructure at our site is limited at controlling and containing pollutants and our operations if managed improperly can contaminate the environment. This LTSWMP includes standard operations procedures (SOP)s that are intended to compensate for the pollution containment limitations of our site infrastructure and direct our maintenance operations to responsibly manage our grounds.

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

Any sediment, leaves, debris, spilt fluids or other waste that collects on our parking lots and sidewalks will be carried by runoff to our storm drain inlets and if not properly treated has the ability to impact water quality downstream. This waste material will settle in our storm drain system increasing maintenance cost and solid and dissolved waste in our runoff can pass through our system ultimately polluting American Fork River. Maintenance involves regular sweeping, but it can also involve pavement washing to remove stains, slick spots and improve appearance when necessary. Use our Pavement Maintenance and the Pavement Washing SOPs to manage pollutants that collect on our pavements.

### **Landscaping**

Our landscape operations can result in grass clippings, sticks, branches, dirt, mulch, fertilizers, pesticides and other pollutants to fall or be left on our paved areas. This waste material will settle in our storm drain system increasing maintenance cost and solid and dissolved waste in our runoff can pass through our storm drain system ultimately polluting American Fork River. The primary pollutant impairing the X River is organic material, so it is vital that our paved areas with direct connection to the City storm drain systems remain clean of landscape debris.

Use our Landscape Maintenance SOP to prevent this potential pollution source from affecting the American Fork River.

### **Storm Drain System**

The storm drain inlets direct all runoff to a detention pond and through a stormwater treatment unit R-Tank that is designed to capture floating material and heavier sediment particles but does not trap suspended or dissolved pollutants. This device is susceptible to bypass and scour during large storm events and the dissolved pollutants will pass through and harm the American Fork River. Also, our stormwater treatment system holds water that can breed mosquitoes. It is important to regularly maintain this system to protect the American Fork River and prevent mosquito breeding. Use our Storm Drain Maintenance SOP manage our storm drain system responsibly.

### **Waste Management**

Our trash receptacles with lids are intended to prevent precipitation exposure minimizing liquids that can leak to pavements and from haul trucks. Lids will also prevent the

Long-Term Stormwater Management Plan  
Walton Townhomes February 1, 2022

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lightweight trash carried off by wind. Good waste management systems, if managed improperly, can become the source of the very pollution that they were intended to control. Use our Waste Management SOP to control and manage the solid waste we generate.

### **Utility System**

Our roof top utility system is exposed to our roof drains which drain to our pavements. This heating and air conditioner unit contains oils and other chemicals that can harm the American Fork River if allowed to drain off our property. Liquids and other waste generated by maintenance of this system can be appropriately managed by our Spill Containment and Cleanup SOP.

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

Salt is a necessary pollutant and is vital to ensuring a safe parking and pedestrian walkways. However, the snow removal operations if improperly managed will increase our salt impact to our own vegetation and local water resources. Use our Snow and Ice Removal SOP to minimize our salt impact.

### **Equipment / Outside Storage**

N/A

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## **SECTION 2: TRAINING**

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

## **SECTION 3: RECORDKEEPING**

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

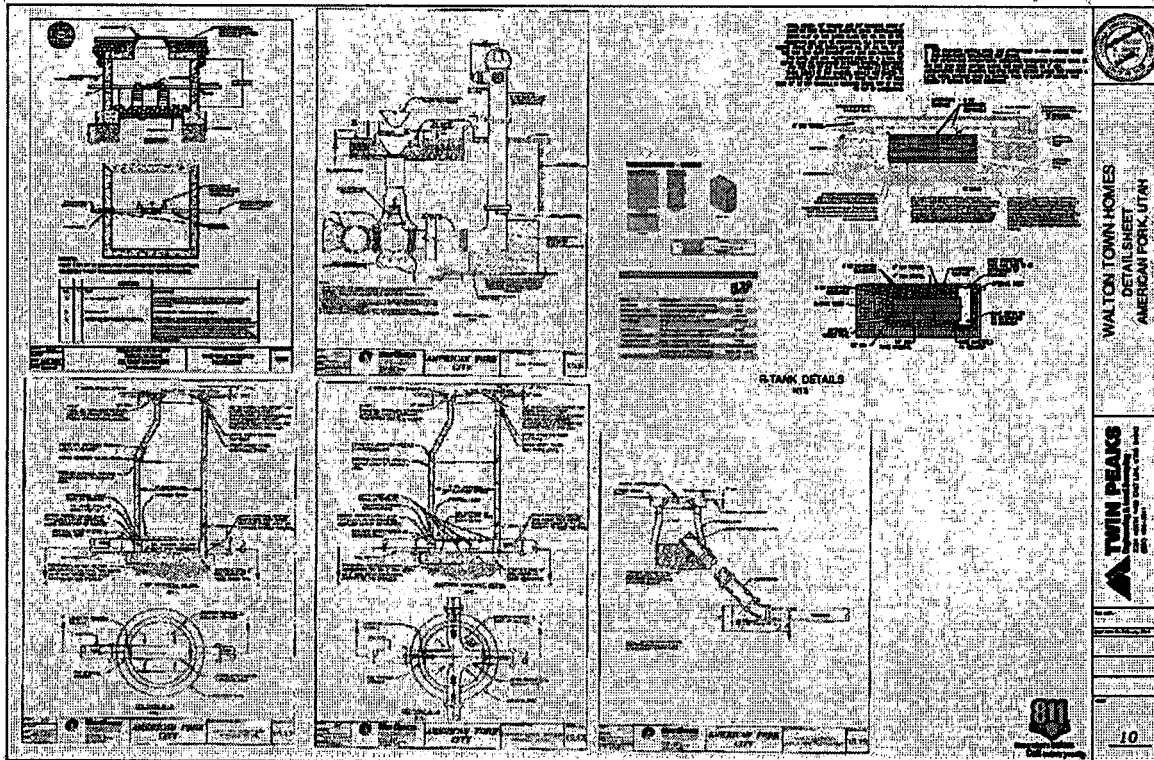
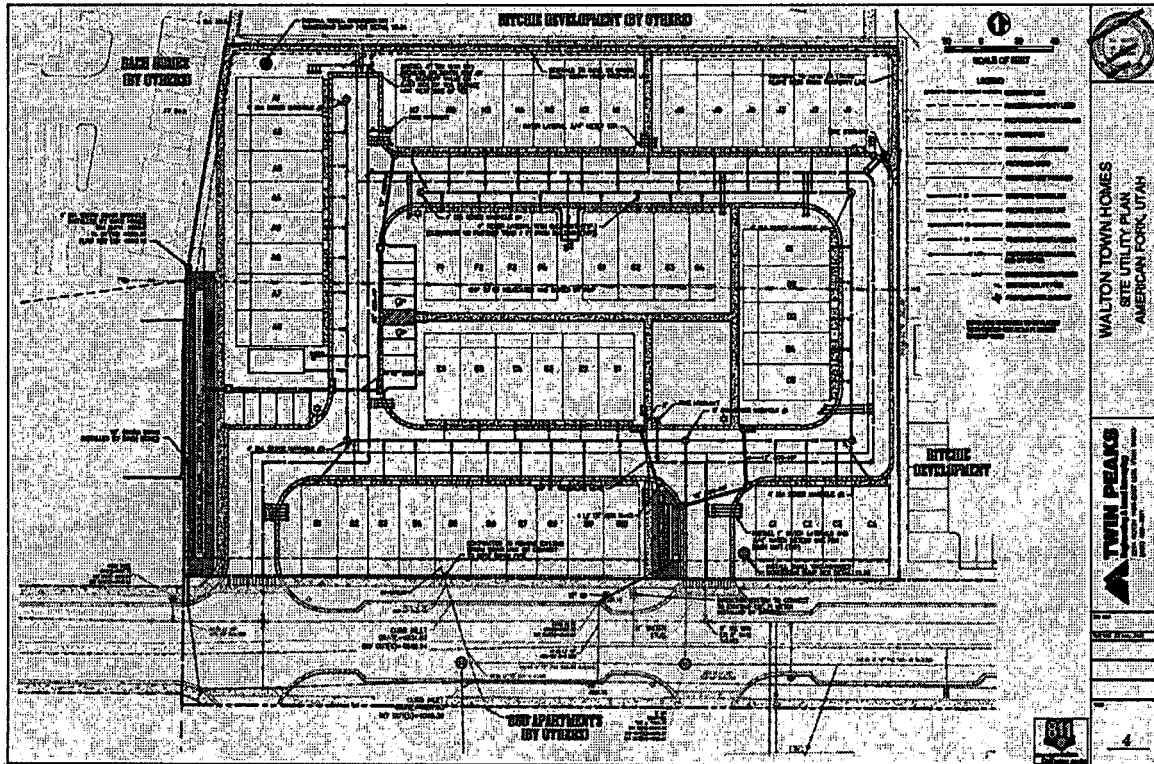
## **SECTION 4: APPENDICES**

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



Long-Term Stormwater Management Plan  
Walton Townhomes February 1, 2022

# APPENDIX A – SITE DRAWINGS AND DETAILS



Long-Term Stormwater Management Plan  
Walton Townhomes February 1, 2022

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**APPENDIX B – SOPs**

## **Pavement Maintenance Operations**

### **General:**

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

### **1. Purpose and Selection:**

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

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

- a) Remain aware of debris and sweep minor debris is needed by hand.
- b) Generally sweeping machinery should be used during autumn when leaf fall is heavy and early spring after winter thaw. Sometimes sweeping machinery will be necessary when accumulations are spread over a large area of the pavement.
- c) Manage outside activities that leave waste or drain pollutants to our pavements. This involves outside functions including but not limited to: Yard sales, yard storage, fund raisers, etc. Do not allow car wash fund raiser or other activities that allow detergents or other pollutants to be wash into storm drain systems.

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

- a) Service contractors dispose at licensed facilities
- b) Dispose of hand collected material in dumpster

### **5. Training:**

- a) Annually and at hire

## Landscape Maintenance Operations

### General:

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

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

### 1. Application:

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

### 2. Maintenance Procedure:

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

Long-Term Stormwater Management Plan  
Walton Townhomes February 1, 2022

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**3. Waste Disposal:**

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

**4. Equipment:**

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

**5. Training:**

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

## Waste Management Operations

### General:

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

### 1. Application:

- a) This SOP is intended for all Staff, intended for the proper disposal of common everyday waste.

### 2. Waste Collection Devices (Exposed units):

- a) The site contains 2 types of waste management containers.
  - 6yd dumpster with lid
  - Receptacles with lids

### 3. Waste Disposal Restrictions for all waste Scheduled for the Trans-Jordan Landfill:

- a) Generally, most waste generated at this property, and waste from spill and clean-up operations can be disposed in our dumpsters under the conditions listed in this SOP. Unless other disposal requirements are specifically identified by the product SDS or otherwise specified in other SOPs.
- b) Know the facility disposal requirements and restrictions. It should not be assumed that all waste disposed in collection devices will be disposed at the North Utah County District Landfill.
- c) Review North Utah County District Landfill regulations for additional restrictions and understand what waste is prohibited in the North Utah County District Landfill. Ensure the SDS and North Utah County District Landfill regulations are not contradictory.

Generally, the waste prohibited by the North Utah County District Landfill is:

- Liquid:
  - paint
  - pesticides/fertilizers
  - oil (all types)
  - antifreeze
  - batteries
  - liquid chemicals
  - etc.

*(Generally, all the above hazardous waste when involved in minor spill cleanup operations can be disposed in covered dumpsters and our waste bays, if the liquid is contained in absorbent material, e.g., sand, dirt, loose absorbent, pads, booms etc., and transformed or dried such that it will not drip. This is not intended for wholesale disposal of outdated or spent liquid hazardous waste. When disposal of outdated or spent liquid is needed or for questions of how to dispose of other waste, contact the Utah County Health Department (UCHD) for instructions and locations, 801-851-3000).*

#### **4. Waste Disposal Required for North Utah County District Landfill or other:**

- a) Generally, for waste not accepted by the North Utah County District Landfill.
- b) Follow SDS for disposal requirements. Review North Utah County District Landfill regulations for additional restrictions and understand what waste is prohibited in the North Utah County District Landfill. Ensure the SDS and North Utah County District Landfill regulations are not contradictory

General rules are:

- Get approval prior to delivery.
  - Transport waste in secure leak proof containers that are clearly labeled.
- c) Lookup and follow disposal procedures for disposal of waste at other EPA approved sites, the North Utah County District Landfill # is a good resource, PHONE #801-225-8538

#### **5. General Staff Maintenance Practices:**

- a) Prevent dumpsters and receptacles from becoming a pollution source by:
  1. Closing lids
  2. Reposition tipped receptacles upright.
  3. Report full or leaking and unsecured dumpsters and receptacles to the company provider or repair it in house. Determine source liquids and prevent it.
  4. Report any eminent pollutant hazard related to dumpsters and receptacles to the owner.

#### **6. Training:**

- a) Annually and at hire

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## Storm Drain Maintenance Operations

### General:

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

### 1. Procedure:

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

### 2. Disposal Procedure:

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

### 3. Training:

- a) Annually and at hire



## **Pavement Washing Operations**

### **General:**

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

### **1. Procedure:**

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

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

- a) Small volumes can usually be drained to the local sanitary sewer. Contact the Timpanogos Special Service District Sewer.
- b) Large volumes must be disposed at regulated facilities.

### **2. Pavement Cleaning Frequency:**

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

### **3. Training:**

- a) Annually and at hire

## **Snow and Ice Removal Management**

### **General:**

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

### **1. Application:**

- a) Parking and sidewalk winter management operations.

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

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

### **3. Training:**

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

## General Construction Maintenance

### General:

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

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

**\*Liquids - including culinary water and irrigation water that are polluted with material that will damage the environment.**

### 1. Application:

- a) This SOP should provide sufficient direction for many of the general operations, e.g., building maintenance, curb/sidewalk/flatwork, overlay/patching, landscape renovations, misc. maintenance/repairs, etc.

### 2. Construction Procedure:

- a) Remove or contain all erodible or loose material prior forecast wind and precipitation events or before non-stormwater will pass through the project site. For light weight debris maintenance can require immediately attention for wind events and many times daily maintenance or as needed for precipitation or non-stormwater events.
- b) Project materials and waste can be contained or controlled by operational or structural best management practices.
  - Operational; including but not limited to:
    - Strategic staging of materials eliminating exposure, such as not staging on pavement
    - Avoiding multiple day staging of backfill and spoil
    - Haul off spoil as generated or daily
    - Schedule work during clear forecast
  - Structural; including but not limited to:
    - Inlet protection, e.g., wattles, filter fabric, drop inlet bags, boards, planks
    - Gutter dams, e.g., wattles, sandbags, dirt dams
    - Boundary containment, e.g., wattles, silt fence
    - Dust control, e.g., water hose,
    - Waste control, e.g., construction solid or liquid waste containment, dumpster, receptacles

Long-Term Stormwater Management Plan  
Walton Townhomes February 1, 2022

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- c) Inspection often to insure the structural best management practices are in good operating condition and at least prior to the workday end. Promptly repair damaged best management practices achieving effective containment.
- d) Cleanup:
  - Use dry cleanup methods, e.g., square nose shove and broom.
  - Wet methods are allowed if wastewater is prevented from entering the stormwater system, e.g., wet/dry vacuum, disposal to our landscaped areas.
- e) Cleanup Standard:
  - When a broom and a square nosed shovel cannot pick any appreciable amount of material.

**3. Waste Disposal:**

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

**4. Equipment:**

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

**5. Training:**

- b) Annually and at hire.

## Spill Control

### General:

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

### 1. Rational:

- a) All properties are susceptible to spills whether it is a result of operations or by customers. Insufficient response, inadequate containment materials and improper spill cleanup methods will result in pollutants in our waterways. Once the pollutants reach our storm drain system, or even the detention pond, they are difficult and expensive to remove.

### 2. Containment Procedure:

- a) Priority is to dam and contain flowing spills.
- b) Use spill kits booms if available or use any material available; including but not limited to, nearby sand, dirt, landscaping materials, etc.
- c) Hazardous or unknown waste material spills
  1. Critical Emergency constitutes large quantities of flowing uncontained liquid that will affect areas with people or reach storm drain systems. Generally, burst or tipped tanks. Call HAZMAT, DWQ, Utah County Health Department, American Fork.
  2. Minor Emergency constitutes a spill that has reached a storm drain but is no longer flowing. Call Utah County Health Department, American Fork
  3. Spills that are contained on the surface and do not meet the criteria for Critical and minor emergencies may be managed by the responsible implementation of this SOP.
  4. Contact Numbers:  
HAZMAT - 911  
DWQ – 801-231-1769, 801-536-4123  
Utah County Health Department – 801-851-7331  
American Fork City – 801-763-3000

### 3. Cleanup Procedure:

- a) NEVER WASH SPILLS TO THE STORM DRAIN SYSTEMS.
- b) Clean per SDS requirements but generally most spills can be cleaned up according to the following:
  - Absorb liquid spills with spill kit absorbent material, sand or dirt until liquid is sufficiently converted to solid material.

Long-Term Stormwater Management Plan  
Walton Townhomes February 1, 2022

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- Remove immediately using dry cleanup methods, e.g., broom and shovel, or vacuum operations.
- Cleanup with water and detergents may also be necessary depending on the spilled material. However, the waste from this operation must be vacuumed or effectively picked up by dry methods. See Pavement Washing SOP.
- Repeat process when residue material remains.

#### **4. DISPOSAL:**

- a) Follow SDS requirements but usually most spills can be disposed per the following b. & c.
- b) Generally, most spills absorbed into solid forms can be disposed to the dumpster and receptacles. Follow Waste Management SOP.
- c) Generally Liquid waste from surface cleansing processes may be disposed to the sanitary sewer system after the following conditions have been met:
  - Dry cleanup methods have been used to remove the bulk of the spill and disposed per the Waste Management SOP.
  - The liquid waste amounts are small and diluted with water. This is intended for spill cleanup waste only and never for the disposal of unused or spent liquids.

#### **5. Documentation:**

- a) Document all spills in Appendix C.

#### **6. SDS sheets:**

- a) SDS Manual is filed in break room.

#### **7. Materials:**

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

#### **8. Training:**

- a) Annually and at hire.

## APPENDIX C – PLAN RECORDKEEPING DOCUMENTS

Long-Term Stormwater Management Plan  
Walton Townhomes February 1, 2022

**MAINTENANCE/INSPECTION SCHEDULE**

Frequency	Site Infrastructure
	Replace text with the infrastructure / system that must be maintained; repeat

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

**RECORD INSPECTIONS IN THE MAINTENANCE LOG**

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



Long-Term Stormwater Management Plan  
Walton Townhomes February 1, 2022

**MAINTENANCE LOG**

Date	Maintenance Performed/Spill Events, Perform Maintenance per SOPs	Observation Notes, including but not limited to: Inspection results, Observations, System Performance (effectiveness/inefficiencies), SOP Usefulness, Concerns, Necessary Changes	Initials

Annual Summary of LTSWMP effectiveness, inefficiencies, problems, necessary changes etc.

\*You may create your own form that provides this same information or request a word copy of this document.

Long-Term Stormwater Management Plan  
Walton Townhomes February 1, 2022

Annual SOP Training Log per Section 2

SOP	Trainer	Employee Name / Maintenance Contractor/Co.	Date

\*You may create your own form that provides this same information or request a word copy of this document.

Exhibit D

**Facility Operation and Maintenance Inspection Report for Storm Drain Facilities**

Inspector Name: .....		Subdivision Name: .....				
Inspection Date: .....		Address: .....				
Frequency of inspection		<input type="checkbox"/> Weekly	<input type="checkbox"/> Monthly		<input type="checkbox"/> Quarterly	<input type="checkbox"/> Annual
Item Inspected	Checked		Maintenance		Observations and Remarks	
	Yes	No	Req'd	Not Req'd		
<b>Pond Facilities</b>						
1	Landscaping maintenance					
2	Remove sedimentation					
3	Remove debris					
4	Repair side slopes					
5	Repair rip-rap protection					
6	Repair control structure					
7	Cleaning of outfall					
8	Removal of floatable debris					
9	Maintenance of inlets					
10	Maintenance of outlets					
<b>Storm drain system</b>						
1	Remove sediment from catch basins					
2	Cleaning storm drain pipes					
3	Maintenance of drainage swales					
4	Remove sediment from manholes					
5	Remove sediment from sumps					
6	Repair oil/ water separator					
7	Repair sand filters					
<b>Parking lot and roads maintenance</b>						
1	Sweeping of parking lot					
2	Sweeping of streets					
3	Cleaning of garbage enclosure					
4	Cleaning of non-hazardous spills					
5	Managing fertilizer use					
6	Managing pesticide use					
7	Removal of grass after lawn mowing					

*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 ensure 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 provided 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.*

BY: ..... Date: .....  
 Site Inspector

Approved as to form:  
 Attorney for American Fork City