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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
09/15/2021 03:20 PM
FEE \$40.00 Pgs: 33
DEP RT REC'D FOR CENTERVILLE CITY

When recorded, mail to:

Centerville City Recorder
250 North Main Street
Centerville, Utah 84014

Affects Parcel No(s): 02-024-0027

**CENTERVILLE CITY
STORM WATER FACILITIES MAINTENANCE AGREEMENT**

This Storm Water Facilities Maintenance Agreement ("Agreement") is made and entered into this the 27th day of August, 2021 by and between Centerville City, a Utah municipal corporation ("the City"), and CW The Hive, LLC, a Utah limited liability company ("Owner").

RECITALS

WHEREAS, the City is authorized and required to regulate and control the disposition of storm and surface waters within the City, as set forth in Title 16 of the Centerville City Municipal Code ("the Code"); and

WHEREAS, the Owner hereby represents and acknowledges that it is the owner in fee simple of certain real property more particularly described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("the Property"); and

WHEREAS, the Owner desires to build or develop the Property and/or to conduct certain regulated construction activities on the Property which will alter existing storm and surface water conditions on the Property and/or adjacent lands; and

WHEREAS, in order to accommodate and regulate these anticipated changes in existing storm and surface water flow conditions, the Owner desires to build and maintain at Owner's expense a storm and surface water management facility or improvements ("Storm Water Facilities"); and

WHEREAS, the Storm Water Facilities are more particularly described and shown in the final site plan or subdivision approved by the City for the Property and related engineering drawings, and any amendments thereto, which plans and drawings are on file with the City and are hereby incorporated herein by this reference ("Development Plan"); and

WHEREAS, a description of all Storm Water Facilities, details, and all appurtenances draining to and affecting the Storm Water Facilities and establishing the standard operation and routine maintenance procedures for the Storm Water Facilities, and control measures installed on the Property ("Long-Term Storm Water Management Plan") is more particularly shown in **Exhibit "B;"** and

WHEREAS, as a condition of Development Plan approval, and as required as part of the City's Small MS4 UPDES General Permit from the State of Utah, Owner is required to enter into this Agreement establishing a means of documenting the execution of the Long-Term Storm Water Management Plan; and

NOW, THEREFORE, in consideration of the benefits received and to be received by the Owner, its successors and assigns, as a result of the City's approval of the Long-Term Storm Water Management Plan, and the mutual covenants contained herein, the parties agree as follows:

1. Owner's Obligations to Construct, Maintain, and Inspect Storm Water Facilities. The Owner shall, at its sole cost and expense:
 - (a) Construct the Storm Water Facilities in strict accordance with the plans and specifications identified in the Development Plan, and any amendments thereto which have been approved by the City, and in compliance with applicable City, State, and Federal law.
 - (b) Adequately maintain the Storm Water Facilities. Owner's maintenance obligations shall include all pipes and channels built to convey storm water, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the storm water. Adequate maintenance, for purposes of this Agreement, is defined as good working condition so that the Storm Water Facilities are performing their design functions. The Owner shall, at its sole cost and expense, perform all work necessary to keep the Storm Water Facilities in good working condition.
 - (c) Inspect the Storm Water Facilities and submit an inspection report and certification to the City annually. The purpose of the inspection and certification is to assure safe and proper functioning of the Storm Water Facilities. The annual inspection shall cover all aspects of the Storm Water Facilities, including, but not limited to, the structural improvements, berms, outlet structure, pond areas, access roads, vegetation, landscaping, etc. Deficiencies shall be noted in the inspection report. The report shall also contain a certification as to whether adequate maintenance has been performed and whether the structural controls are operating as designed to protect water quality. The annual inspection report and certification shall be due by June 30th of each year and shall be on forms acceptable to the City.
2. City Oversight Inspection Authority. The Owner hereby grants permission to the City, its authorized agents and employees, to enter upon the Property and to inspect

the Storm Water Facilities whenever deemed necessary by the City. Such inspections shall be conducted in a reasonable manner and at reasonable times, as determined appropriate by the City. The purpose of the inspection shall be to determine and ensure that the Storm Water Facilities are being adequately maintained, are continuing to perform in an adequate manner, and are in compliance with the City Municipal Code and the Long-Term Storm Water Management Plan.

3. Notice of Deficiencies. If the City finds that the Storm Water Facilities contain any defects or are not being maintained adequately, the City shall send Owner written notice of the defects or deficiencies and provide Owner with a reasonable time to cure such defects or deficiencies, but not less than sixty (60) days. Such notice shall be hand-delivered to the Owner or sent certified mail to the Owner.

4. Owner to Make Repairs. The Owner shall, at its sole cost and expense, make such repairs, changes or modifications to the Storm Water Facilities as may be determined as reasonably necessary by the City within the required cure period to ensure that the Storm Water Facilities are adequately maintained and continue to operate as designed and approved.

5. City's Corrective Action Authority. In the event the Owner fails to adequately maintain the Storm Water Facilities in good working condition acceptable to the City, after due notice of deficiencies as provided herein, the City may enter upon the Property and take whatever steps necessary to correct deficiencies and to charge the costs of such repairs to the Owner. It is expressly understood and agreed that the City is under no obligation to maintain or repair the Storm Water Facilities, and in no event shall this Agreement be construed to impose any such obligation on the City. The actions described in this Section are in addition to and not in lieu of any and all legal remedies available to the City as provided by law for Owner's failure to remedy deficiencies or any other failure to perform under the terms and conditions of this Agreement.

6. Reimbursement of Costs. In the event the City, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Owner shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City. After said thirty (30) days, such amount shall be deemed delinquent and shall be subject to interest at the rate of ten percent (10%) per annum. Owner shall also be liable for any collection costs, including attorneys' fees and court costs, incurred by the City in collection of delinquent payments.

7. Successor and Assigns. This Agreement shall be recorded in the Davis County Recorder's Office. The covenants and agreements contained herein shall run with the land, and whenever the Property shall be held, sold, conveyed, or otherwise transferred, it shall be subject to the covenants, stipulations, agreements, and provisions of this Agreement which shall apply to, bind and be obligatory upon the Owner hereto, its successors and assigns, and shall bind all present and subsequent owners of the Property or any portion thereof described herein.

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

11. Utah Law and Venue. This Agreement shall be interpreted under the laws of the State of Utah. 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 Davis County, Utah.

12. Indemnification. This Agreement imposes no liability of any kind whatsoever on the City, and the Owner agrees to hold the City harmless from any liability in the event the Storm Water Facilities fail to operate properly. The Owner shall indemnify and hold the City harmless for any and all damages, accidents, casualties, occurrences, or claims which might arise or be asserted against the City from the construction, presence, existence, or maintenance of the Storm Water Facilities.

13. Amendments. This Agreement shall not be modified except by written instrument executed by the City and the Owner of the Property at the time of modification, and no modification shall be effective until recorded in the Davis County Recorder's Office.

14. The Long-Term Storm Water Management Plan. The Long-Term Storm Water Management Plan must adapt to change in good judgement when site conditions and operations change and when existing programs are ineffective. Revision requests must be filed with the City. Any approved revisions to said plan must be filed with the City and amended into said plan.

15. Acceptance of Storm Water. Due to conflicts with existing facilities in the public right-of-way, Owner has requested and may be approved to eliminate a catch basin on 400 West that was shown in the original plans and engineering drawings for the project so long as Owner agrees to accept and receive the additional City storm and surface water runoff from 400 West. Owner hereby agrees to accept additional City storm and surface water from 400 West along the Property's frontage and further agrees to accept, treat, and maintain such additional storm and surface water into Owner's private Storm Water Facilities. Owner shall be responsible and liable for any all damages or issues regarding the acceptance of such additional storm and surface water. In the event Owner does not want to accept, receive, and manage the additional City storm and surface water, Owner may petition the City for approval to install the required catch basin along 400 West or other acceptable storm water facility deemed necessary by the City to address the additional City storm and surface water. Any such changes to the Storm Water Facilities or to City storm water system shall require City approval and amended construction and engineering drawings in accordance with then current City standards and specifications.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

Centerville City:

By: *Charles Williamson*

Its: *Mayor*

Owner: CW The Hive, LLC

By: *Darlene Carter*

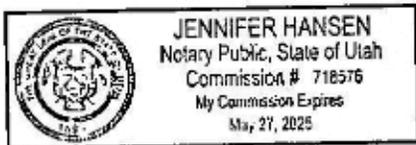
Print Name: **Darlene Carter**

Title: **President; CW The Hive, LLC**

CITY ACKNOWLEDGMENT

STATE OF UTAH)
): ss.
COUNTY OF DAVIS)

On the 9th day of September, 20 21, personally appeared before me Clark Wilkinson, who being duly sworn, did say that he/she is the Mayor of **CENTERVILLE CITY**, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in his/her capacity as land use authority on behalf of the City for approval of Storm Water Facilities Maintenance Agreements.



Jennifer Hansen
Notary Public

My Commission Expires:
May 27, 2025

Residing at:
Centerville, UT

OWNER ACKNOWLEDGMENT

STATE OF UTAH)
): ss.
COUNTY OF DAVIS)

On the 27th day of August, 2021, personally appeared before me Darlene Carter, who being duly sworn, did say that he/she is the President of CW The Hive, LLC and that he/she has executed this Agreement with full authority to do so.

Alkei
Notary Public

My Commission Expires:
02/11/2023

Residing at:
Davis County, Utah

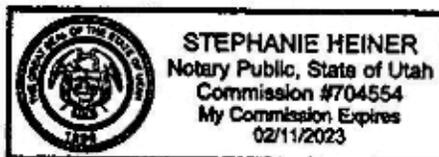


Exhibit "A"

Parcel # 02-024-0027

Legal Description:

Beginning at a point on the Westerly right of way of 400 West Street; said point being the Southeast corner of APPLEWOOD ESTATES PLAT I, recorded as Entry No. 491633; said point also being South 1810.21 feet and West 3560.01 feet from the Northeast corner of Section 7, Township 2 North, Range 1 East, Salt Lake Base and Meridian and running thence South along said Westerly right of way line of 400 West Street 254.30 feet to a point on the Northerly boundary line of Centerville Corporate Park, Entry No. 1595245; thence South 89°46'44" West along the Northerly boundary line of Centerville Corporate Park, recorded as Entry No. 1595245 and the Northerly boundary line of Centerville Corporate Park Amended, recorded as Entry No. 2724921 1048.47 feet to a point on the Easterly right of way line of a Frontage Road; thence along said Easterly right of way line the following two (2) courses: North 32°39'47" West 289.95 feet to a point on a 778.51 foot radius curve to the right; thence 16.41 feet along said curve through a central angle of 01°12'28" (chord bears North 32°03'33" West 16.41 feet) to a point on the Southerly boundary line of said Applewood Estates Plat I; thence North 89°59'01" East along said Southerly boundary line 1213.65 feet to the point of beginning. Basis of bearing is South 89°53'02" West between the Northeast corner of Section 7 and the witness corner to the Northwest corner of Section 7, Township 2 North, Range 1 East, Salt Lake Base and Meridian (NAD83 rotation bearing is North 89°46'59" West)

EXHIBIT B

Long-Term Stormwater Management Plan

for:

The HIVE
555 North 400 West
Centerville, UT 84014

CW THE HIVE, LLC
1222 W Legacy Crossing Blvd, Suite 6
Centerville, UT 84014

Dane Smith
(801) 633 - 0272
dane@cw.land

PURPOSE AND RESPONSIBILITY

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

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

The Jordan River is impaired but does not have a TMDL. The LTSWMP is also aimed at addressing the Jordan River impairments in addition to all other pollutants responsible by property owners.

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 is limited at controlling and containing pollutants. If our property and operations are managed improperly we will contaminate our water resources. This LTSWMP includes standard operations procedures (SOP)s intended to compensate for the limitations of our site infrastructure. The property manager must use good judgment and conduct operations appropriately, doing as much as possible indoors and responsibly managing operations that must be performed outdoors.

Impervious Infrastructure; Including Parking, Sidewalk, and Flatwork

Any sediment, leaves, debris, spilled fluids, or other waste that collects on our parking lots and sidewalks will be cleaned up and thrown away as often as possible. Any remaining sediment will be carried by runoff to our storm drain inlets. This waste material will settle in our storm drain system and sumps in the inlet boxes.

Maintenance involves regular sweeping, but it can also involve pavement washing to remove stains, slick spots, and improve appearance when necessary. The Pavement Maintenance and the Pavement Washing SOPs are used to manage the pollutants associated with our pavements.

Landscaping

Our landscape operations will be very minimal. However, it may include some mowing and lawn-care techniques that can result in grass clippings, dirt, mulch, fertilizers, pesticides, and other pollutants, to fall or be left on our paved areas. The primary pollutant impairing the above-ground detention basin and then into Centerville City's storm drain and outlet system will be an organic material, so the paved areas with direct connection to the City's storm drain system must remain clean of landscaping debris. The Landscape maintenance SOP is written to manage and control this potential pollution source affecting Centerville City's storm drain system.

Flood and Water Quality Control System

The storm-drain inlets and connecting underground pipes capture and direct all runoff to a series of above-ground infiltration basins. Each basin will help capture and filter suspended solids and other pollutants. Stormwater discharge is controlled using an orifice before finally passing through an oil/water separator that further treats for sediments and oils before entering the city's storm drain system.

Waste Management

Each housing unit in the development will be given a large garbage bin and schedule for weekly pick up. The office space will also have a large dumpster that will be emptied as regularly scheduled with the office. To help aid in trash collection and waste management, three (3) trash receptacles will be placed around the lounge area and pickleball courts. As well, there will be another receptacle for pet waste near the pickleball courts. These areas will be managed by the HOA of the housing development

and will be emptied often to prevent receptacle overflow. SOPs are attached to help prevent the pollution of stormwater in the development.

Utility System

All utilities, including culinary water, irrigation water, sewer, electricity, gas, and communications, have been undergrounded for this project. Proper maintenance of a/c units on the outside of the building by the homeowners and office building management will make sure that there is a small chance that there will be oils and other contaminants that make it into the storm drain system.

Snow and Ice Removal Management

Salt is a necessary pollutant and is vital to ensuring a safe parking and pedestrian path system. However, the snow removal operations improperly managed will increase our salt impact on local water resources and our vegetation. Snow removal and salt must be used only as needed.

Equipment / Outside Storage

There will not be any equipment stored outside on this site that could impact any water quality.

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 per SOPs.
Mail a copy of the record to Centerville City Stormwater Division annually.

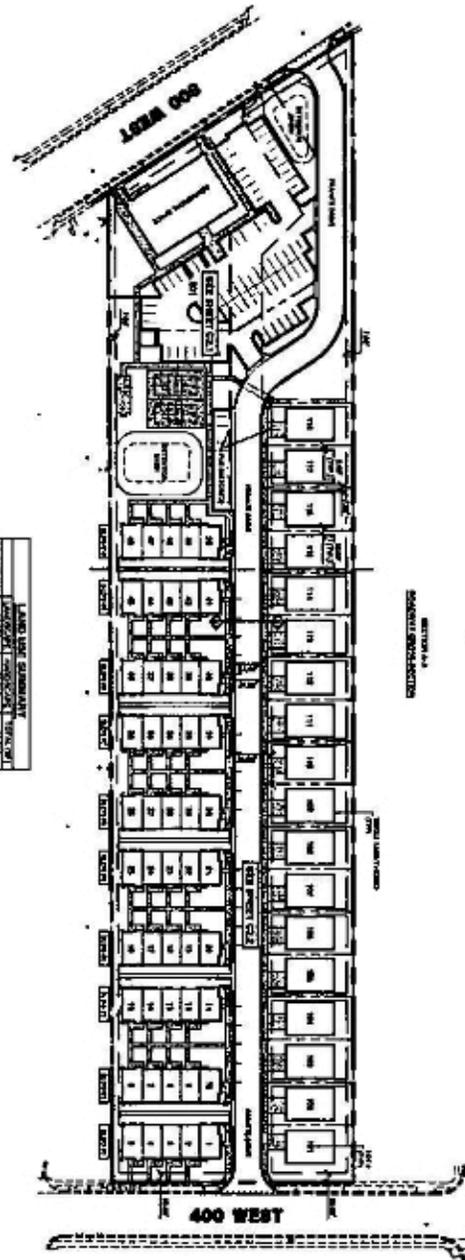
SECTION 4: APPENDICES

Appendix A- Site Drawings

Appendix B- SOPs

Appendix C- Recordkeeping Documents

APPENDIX A – SITE DRAWINGS



UNIT NO.	AREA	FINISHES	APPLIANCES	FIXTURES	MEASUREMENTS
101	101	101	101	101	101
102	102	102	102	102	102
103	103	103	103	103	103
104	104	104	104	104	104
105	105	105	105	105	105
106	106	106	106	106	106
107	107	107	107	107	107
108	108	108	108	108	108
109	109	109	109	109	109
110	110	110	110	110	110
111	111	111	111	111	111
112	112	112	112	112	112
113	113	113	113	113	113
114	114	114	114	114	114
115	115	115	115	115	115
116	116	116	116	116	116
117	117	117	117	117	117
118	118	118	118	118	118
119	119	119	119	119	119
120	120	120	120	120	120

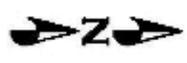


ELEVATION DRAWING
BY WALLER

- NOTES**
1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF SALT LAKE CITY ORDINANCES AND REGULATIONS, AS WELL AS THE CITY OF SALT LAKE CITY DEPARTMENT OF PUBLIC WORKS AND UTILITIES, AND THE CITY OF SALT LAKE CITY DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT.
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF SALT LAKE CITY DEPARTMENT OF PUBLIC WORKS AND UTILITIES, AND THE CITY OF SALT LAKE CITY DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT.
 3. ALL UTILITIES SHALL BE MAINTAINED AND PROTECTED AT ALL TIMES.
 4. ALL UTILITIES SHALL BE MAINTAINED AND PROTECTED AT ALL TIMES.
 5. ALL UTILITIES SHALL BE MAINTAINED AND PROTECTED AT ALL TIMES.
 6. ALL UTILITIES SHALL BE MAINTAINED AND PROTECTED AT ALL TIMES.
 7. ALL UTILITIES SHALL BE MAINTAINED AND PROTECTED AT ALL TIMES.
 8. ALL UTILITIES SHALL BE MAINTAINED AND PROTECTED AT ALL TIMES.
 9. ALL UTILITIES SHALL BE MAINTAINED AND PROTECTED AT ALL TIMES.
 10. ALL UTILITIES SHALL BE MAINTAINED AND PROTECTED AT ALL TIMES.

LEGEND

---	PROPOSED CONCRETE
---	PROPOSED MASONRY
---	PROPOSED METAL
---	PROPOSED WOOD
---	PROPOSED GLASS
---	PROPOSED OTHER



UTAH STATE BOARD OF PROFESSIONAL ENGINEERS AND SURVEYORS
LICENSE NO. 1048831

CENTREVILLE

THE HIVE
555 NORTH 400 WEST
OVERALL SITE
PLAN

DATE: FEBRUARY 14, 2023
SCALE: AS SHOWN

PEPG CONSULTING
555 NORTH 400 WEST - SUITE 201
PH: 801.764.8888 - FAX: 801.764.8888

ONE CONSULTING - LAND SERVICES - PROJECT MANAGEMENT
SUSTAINABLE - GENERAL BUILDING - INTERIORS

DATE: FEB 14, 2023	SCALE: AS SHOWN
PROJECT NO: 23-001	DATE: FEB 14, 2023
PROJECT NAME: THE HIVE	DATE: FEB 14, 2023
PROJECT ADDRESS: 555 NORTH 400 WEST	DATE: FEB 14, 2023
PROJECT CITY: CENTREVILLE	DATE: FEB 14, 2023
PROJECT COUNTY: WASHINGTON	DATE: FEB 14, 2023
PROJECT STATE: UTAH	DATE: FEB 14, 2023
PROJECT ZIP: 84005	DATE: FEB 14, 2023
PROJECT CLIENT: [REDACTED]	DATE: FEB 14, 2023
PROJECT ARCHITECT: [REDACTED]	DATE: FEB 14, 2023
PROJECT ENGINEER: [REDACTED]	DATE: FEB 14, 2023
PROJECT SURVEYOR: [REDACTED]	DATE: FEB 14, 2023
PROJECT LANDSCAPE ARCHITECT: [REDACTED]	DATE: FEB 14, 2023
PROJECT CIVIL ENGINEER: [REDACTED]	DATE: FEB 14, 2023
PROJECT ELECTRICAL ENGINEER: [REDACTED]	DATE: FEB 14, 2023
PROJECT MECHANICAL ENGINEER: [REDACTED]	DATE: FEB 14, 2023
PROJECT PLUMBING ENGINEER: [REDACTED]	DATE: FEB 14, 2023
PROJECT FIRE ENGINEER: [REDACTED]	DATE: FEB 14, 2023
PROJECT ARCHITECTURAL ENGINEER: [REDACTED]	DATE: FEB 14, 2023
PROJECT ENVIRONMENTAL ENGINEER: [REDACTED]	DATE: FEB 14, 2023
PROJECT GEOTECHNICAL ENGINEER: [REDACTED]	DATE: FEB 14, 2023
PROJECT STRUCTURAL ENGINEER: [REDACTED]	DATE: FEB 14, 2023
PROJECT TRANSPORTATION ENGINEER: [REDACTED]	DATE: FEB 14, 2023
PROJECT WATER RESOURCES ENGINEER: [REDACTED]	DATE: FEB 14, 2023
PROJECT WIND ENGINEER: [REDACTED]	DATE: FEB 14, 2023
PROJECT ACOUSTICAL ENGINEER: [REDACTED]	DATE: FEB 14, 2023
PROJECT OCCUPANCY ENGINEER: [REDACTED]	DATE: FEB 14, 2023
PROJECT SAFETY ENGINEER: [REDACTED]	DATE: FEB 14, 2023
PROJECT SECURITY ENGINEER: [REDACTED]	DATE: FEB 14, 2023
PROJECT VIBRATION ENGINEER: [REDACTED]	DATE: FEB 14, 2023
PROJECT WEATHER ENGINEER: [REDACTED]	DATE: FEB 14, 2023
PROJECT WIND ENGINEER: [REDACTED]	DATE: FEB 14, 2023
PROJECT ACOUSTICAL ENGINEER: [REDACTED]	DATE: FEB 14, 2023
PROJECT OCCUPANCY ENGINEER: [REDACTED]	DATE: FEB 14, 2023
PROJECT SAFETY ENGINEER: [REDACTED]	DATE: FEB 14, 2023
PROJECT SECURITY ENGINEER: [REDACTED]	DATE: FEB 14, 2023
PROJECT VIBRATION ENGINEER: [REDACTED]	DATE: FEB 14, 2023
PROJECT WEATHER ENGINEER: [REDACTED]	DATE: FEB 14, 2023

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 in 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 into Centerville City's stormwater system during stormwater runoff or by non-stormwater runoff.
- b) The sweeper is intended for removing materials that collect on pavements by use and the natural degradation of pavements, i.e., materials that collect, drop from vehicles, and the natural erosion and breaking up of pavements.

2. Regular Procedure:

- a) Remain aware of debris and sweep minor debris if needed by hand.
- b) Generally, sweeping should occur during autumn when leaf fall is heavy and again in early spring after the winter thaw. Sometimes sweeping machinery will be necessary with accumulations are spread over pavements.
- 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, fundraisers like car washes, etc.

4. Disposal Procedure:

- a) The service contractor will dispose at licensed facilities.
- b) Dispose of hand-collected material in the dumpster.

5. Training:

- a) Annually and at hire.

Landscape Maintenance

General:

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

1. Purpose:

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

2. Maintenance Procedure:

- a) Grooming
 - Lawn Mowing – Immediately following operation sweep or blow clippings onto the vegetated ground.
 - Fertilizer Operation – Prevent overspray. Sweep or blow granular fertilizer onto the vegetated ground immediately following the operation.
 - Herbicide / Pesticide Operation – Prevent overspray. Use spot treatment immediately following operation sweep or blow-dry pesticide/herbicide onto the vegetated ground.
- b) Remove or contain all erodible or loose material prior forecast wind and precipitation events before any non-stormwater will pass through the project site. For lightweight debris and landscape materials, maintenance can require immediate attention for wind events and many times daily maintenance or as needed for precipitation or non-stormwater events.
- 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 and daily
 - Scheduling work when weather forecasts are clear.
- d) Cleanup:

- Use dry cleanup methods, e.g. square nose shovel and broom. Conditions are usually sufficient when no more material can be swept onto the square-nosed shovel.
- Power blowing tools

3. Waste Disposal:

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

4. Equipment:

- a) Tools sufficient for proper containment of pollutants and removal.
- b) Push broom, and/or blower, and square blade shovel should be a minimum.

5. Training:

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

Waste 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 in routine operations must be amended in this SOP.

1. Purpose:

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

2. Procedure:

- a) Remain aware of the lids and keep them closed.
- b) Repositioning tipped receptacles upright.
- c) Remain aware of leaking and fix. Minimize allowing the disposal of liquids in our receptacles and dumpster. Also, liquids can leak from the waste haul trucks.
- d) Beware of dumpster capacity. Solve capacity issues. Leaving bags outside of the dumpster is not acceptable.

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 cleanup operations, can be disposed of in our dumpsters under the conditions listed in this SOP. Unless specific disposal requirements are 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 of in collection devices will be disposed of at the Davis County Landfill.
- c) Review the Davis County landfill regulations for additional restrictions and understand what waste is prohibited in the Davis County Landfill. Ensure the SDS and Trans-Jordan Landfill regulations are not contradictory.

Generally, the waste prohibited by the Davis County Landfill is:

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

- etc.

4. Waste Collection Devices

- a) The site contains 4 types of waste management containers:
 - Outside receptacles.
 - Pet waste receptacles.
 - Home and townhome trash receptacles with lids.
 - Office dumpster.

5. Training:

- a) Annually and at hire

Flood and Water Quality System

General:

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

1. Purpose:

- a) Our storm drain system will collect anything we leave in the way of runoff which will fill our oil/sediment/trash traps and underground infiltration system increasing maintenance costs.
- b) Any liquids or dissolved pollutants can increase the risk of contaminating groundwater for which we are responsible.
- c) During very intense storm events pollutants in excess runoff can bypass our system increasing the risk of contaminating groundwater and the Jordan River.

2. Disposal Procedure:

- a) Inspect for need:
 1. Schedule cleaning for boxes and pipes that contain 2" or more of sediment and debris.
 2. Remove debris by vacuum-operated machinery.
 3. When accumulations are mostly floating debris, this material can be removed with a net.
 4. Inspect standing water for mosquito larvae and contact the Davis County Mosquito Abatement District when necessary.
 5. Inspect the above-ground detention basin system monthly or at the end of each major storm event.

2. Disposal Procedure:

- a) Dispose of waste at regulated facilities.
- b) Floating materials and floating absorbent materials may be disposed of in the dumpster when dried out. Dry dirt and slurry may also be disposed of in the dumpster when dried out. Dry dirt and slurry may also be disposed of 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 collection from sanitary sewer devices at regulated facilities.

3. Training:

- a) Annually and at hire

Pavement Washing

General:

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

1. Purpose:

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

2. Procedure:

- a) Prevent waste fluids and any detergents if used from entering the storm drain system. The following methods are acceptable for this operation:
 1. Dam the inlet using a booming material that seals itself to the pavement, and then pick up the wastewater with shop-vacuum or absorbent materials.
 2. Collect wastewater with shop-vacuum simultaneous with the washing operation.
 3. Collect wastewater with a 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 following by pavement washing when desired or necessary.

3. Disposal Procedure:

- a) Small volumes of diluted washing waste can usually be drained to the local sanitary sewer. Contact the South Valley Sewer District.
- b) Large volumes must be disposed of at regulated facilities.

4. Pavement Cleaning Frequency:

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

5. 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 in routine operations must be amended in this SOP.

1. Purpose:

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

2. De-Icing Procedure:

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

1. Purpose:

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

2. Construction Procedure:

- a) Remove or contain all erodible or loose material before forecast wind and precipitation events or before non-stormwater will pass through the project site. For light-weight debris, maintenance can require immediate 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
 - Structural; including but not limited to:
 - Inlet protection, e.g. wattles, filter fabric, drop inlet bags, boards, planks
 - Gutter dams, e.g. wattles, sandbags, dirt dams
 - Boundary containment, e.g. wattles, silt fence
 - Dust control, e.g. water hose,
 - Waste control, e.g. construction solid or liquid waste containment, dumpster, receptacles
- c) Inspect often to insure the structural best management practices are in good operating condition and at least before the workday ends. Promptly repair damaged best management practices achieving effective containment.
- d) Cleanup:
 - Use dry cleanup methods, e.g. square nose shovel and broom.
 - Wet methods are allowed if wastewater is prevented from entering the stormwater system, e.g. wet/dry vacuum, disposal to our landscaped areas.

e) **Cleanup Standard:**

- When a broom and a square-nosed shovel cannot pick any appreciable amount of material.

3. Waste Disposal:

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

4. Equipment:

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

5. Training:

- a) 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 in routine operations must be amended in this SOP.

1. Purpose:

- 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 any material available to stop flowing liquids; including but not limited to, nearby sand, dirt, landscaping materials, etc.
- c) Hazardous or unknown waste material spills:
 1. Critical Emergency constitutes large quantities of flowing uncontained liquid that people at risk of reach storm drain systems. Generally, burst or tipped tanks and containment are still critical. Call HAZMAT, DWQ, DCHD, Centerville City.
Also, report spills to DWQ of quantities of 25 gallons and more and when the spill of lesser quantity causes a sheen on downstream water bodies
 2. Minor Emergency constitutes a spill that is no longer flowing but has reached a storm drain and adequate cleanup is still critical. Call Davis County Health District and Centerville City
 3. Spills that are contained on the surface, typically do not meet the criteria for Critical and Minor Emergencies and may be managed by the responsible implementation of this SOP.
 4. Contact Numbers:
HAZMAT - 911
DWQ – (801)231-1769, (801)536-4123, (801)536-4300
Davis County Health District – (801)525-5000
Centerville City – (801)295-3477

3. Cleanup Procedure:

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

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

4. DISPOSAL:

- a) Follow SDS requirements but usually, most spills can be disposed of 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 of 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 the break room.

7. Materials:

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

8. Training:

- a) Annually and at hire.

APPENDIX C – PLAN RECORDKEEPING DOCUMENTS

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.

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 form that provides this same information or request a word copy of this document.

Annual SOP Training Log per Section 2

SOP	Trainer	Employee Name / Maintenance Contractor Co	Date

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