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RASHELLE HOBBS  
RECORDER, SALT LAKE COUNTY, UTAH  
MILLCREEK CITY  
3330 SOUTH 1300 EAST  
MILLCREEK UT 84106  
BY: GGA, DEPUTY - MA 29 P.

**When recorded, mail to:**

Millcreek Recorder  
3330 South 1300 East  
Millcreek, UT 84106

## STORMWATER MAINTENANCE AGREEMENT

**THIS STORMWATER MAINTENANCE AGREEMENT** (this "Agreement") is made and entered into this 31 day of August, 2021, by and between Millcreek, a municipal corporation of the State of Utah (the "City"); and HARMONS (the "Owner") whose address is 3540 So. 4000 W, STE 500, WVL 84120

### RECITALS

- A. The City is authorized and required to regulate and control the disposition of storm and surface waters within the City, as set forth in the Millcreek Code of Ordinances, as amended ("Code"), adopted pursuant to the Utah Water Quality Act, as set forth in Utah Code Ann § 19-5-101, *et seq.*, as amended.
- B. The Owner hereby represents and acknowledges that it is the owner in fee simple of certain real property more particularly described in exhibit "A," attached hereto and incorporated herein by this reference (the "Property"), which property is subject to the regulations described above.
- C. The Owner desires to build or develop the Property and/or to conduct certain regulated construction activities on the Property which will alter existing storm and surface water conditions on the Property and/or adjacent lands; and
- D. In order to facilitate these anticipated developments to the Property, the Owner desires to build and maintain, at Owner's expense, storm and surface water management facilities, including structures, improvements, grading and drainage plans and/or vegetation to control the quantity and quality of the storm water (the "Stormwater Facilities"); and
- E. The Stormwater Facilities are shown in the final site plan or subdivision approved for the Property, in any related engineering drawings, and in any amendments thereto, which plans and drawings are on file in the Millcreek Planning Services Office and are hereby incorporated herein by this reference (the "Development Plan"); and
- F. A detailed description of the Stormwater Facilities, which includes the operation and routine maintenance procedures required to enable the Stormwater Facilities to perform their

designed functions (the "Stormwater Management Plan"), is attached hereto as exhibit "B" and is incorporated herein by this reference; and

G. As a condition of the Development Plan approval, and as required by the Jordan Valley Municipalities Permit No. UTS000001 ("UPDES Permit") from the State of Utah, Owner is required to enter into this Agreement establishing a means of documenting the execution of the Stormwater Maintenance Plan.

### **AGREEMENT**

**NOW, THEREFORE**, in consideration of the benefits received and to be received by the Owner, its successors and assigns, as a result of the City's approval of the Stormwater Maintenance Plan the parties agree as follows:

1. **Construction of Stormwater Facilities.** The Owner shall, at its sole cost and expense, construct the Stormwater Facilities in strict accordance with the Development Plan, specifications, and any amendments thereto which have been approved by the City or its agent.
  
2. **Maintenance of Stormwater Facilities.** The Owner shall, at its sole cost and expense, operate and maintain the Stormwater Facilities in strict accordance with the Stormwater Maintenance Plan. Owner's maintenance obligations shall be limited to structures, systems, and appurtenances on Owner's land, including all system and appurtenance built to convey stormwater, as well as all structures, improvements, and vegetation provided solely to control the quantity and quality of the stormwater. Maintenance, for purposes of this Agreement, is defined as good working condition so that the Stormwater Facilities are performing their design functions. The Owner shall, at its sole cost and expense, perform all work necessary to keep the Stormwater Facilities in good working condition.
  
3. **Annual Maintenance Report.** The Owner shall, at its sole cost and expense, inspect the Stormwater Facilities and submit an inspection report and certification to City's annually. The purpose of the inspection and certification is to assure safe and proper functioning of the Stormwater Facilities. The annual inspection shall cover all aspects of the Stormwater Facilities, including, but not limited to, the parking lots, structural improvements, berms, channels, outlet structure, pond areas, access roads, vegetation, landscaping, etc. Deficiencies shall be noted in the inspection report. The report shall also contain a certification as to whether adequate maintenance has been performed and whether the structural controls are operating as designed to protect water quality. The annual inspection report and certification shall be due by June 30, of each year and shall be in a form acceptable to the City.
  
4. **Oversight Inspection Authority.** The Owner hereby grants permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the Stormwater Facilities upon reasonable notice of not less than three business days to the Owner. The purpose of the inspection shall be to determine and ensure that the Stormwater Facilities are adequately

maintained, are continuing to perform in an adequate manner, and are in compliance with all applicable laws, regulations, rules, and ordinances, as well as the Stormwater Maintenance Plan.

5. **Notice of Deficiencies.** If the City or its agent finds the Stormwater Facilities contain any defects or are not being maintained adequately, the City or its agent shall send the Owner written notice of the defects or deficiencies and provide the Owner with reasonable time to cure such defects or deficiencies, as provided in chapter 17.22 of the Code. Such notice shall be sent certified mail to the Owner's address set forth above.

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

7. **Corrective Action.** In the event the Owner fails to adequately maintain the Stormwater Facilities in good working condition acceptable to the City agent, the City or its agent may proceed with any enforcement mechanism provided in chapter 7.22 of the Code. The City or its agent may also give written notice that the Stormwater Facilities will be disconnected from the City's municipal separate storm sewer system. Any damage resulting from the disconnected system will be the Owner's responsibility. It is expressly understood and agreed that neither the City nor its agent are under any obligation to maintain or repair the Stormwater Facilities, and in no event shall this Agreement be construed to impose any such obligation on the City or its agent. The actions described in this Section are in addition to and not in lieu of the legal remedies available to the City as provided by law for Owner's failure to remedy deficiencies or any other failure to perform under the terms and conditions of this Agreement.

8. **Reimbursement of Costs.** In the event the City or its agent, pursuant to this Agreement, incurs any costs, or expends any funds resulting from enforcement or cost for labor, use of equipment, supplies, materials, and the like related to storm drain disconnection from the City's municipal separate storm sewer system, the Owner shall reimburse the City or its agent upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City or its agent. After said thirty (30) days, such amount shall be deemed delinquent and shall be subject to interest at the rate of ten percent (10%) per annum. Owner shall also be liable for any collection costs, including attorney's fees and court costs, incurred by the City or its agent in collection of delinquent payments. The Owner hereby authorizes the City or its agent to assess any of the above-described costs, if remained unpaid, by recording a lien against the Property.

9. **Successors and Assigns.** This Agreement shall be recorded in the office of the County Recorder and the covenants and agreements contained herein shall run with the land and whenever the Property shall be held, sold, conveyed or otherwise transferred, it shall be subject to the covenants, stipulations, agreements and provisions of this Agreement which shall apply to, bind and be obligatory upon the Owner hereto, its successors and assigns, and shall bind all present and subsequent owners of the Property described herein.

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

11. **Utah Law and Venue.** This Agreement shall be interpreted under the laws of the State of Utah. Suits for any claims or for any breach or dispute arising out of this Agreement shall be maintained in the appropriate court of competent jurisdiction in Salt Lake County, Utah.

12. **Indemnification.** This Agreement imposes no liability of any kind whatsoever on the City or its agent. The Owner hereby agrees to indemnify and hold the City and its officers, employees, agents and representatives from and against all actions, claims, lawsuits, proceedings, liability, damages, losses, and expenses (including attorneys' fees and court costs) that result from the performance of this agreement, but only to the extent the same are caused by any negligent or wrongful act or omissions of the Owner, and the Owner's officers, employees, agents, and representatives.

13. **Amendments.** This Agreement shall not be modified except by written instrument executed by the City and the owner of the Property at the time of modification, and no modification shall be effective until recorded in the office of the County Recorder.

14. **Subordination Requirement.** If there is a lien, trust deed or other property interest Recorded against the Property, the trustee, lien holder, etc., shall be required to execute a subordination agreement or other acceptable recorded document agreeing to subordinate their interest to this Agreement.

15. **Exhibits and Recitals.** The recitals set forth above and all exhibits to this Agreement are incorporated herein to the same extent as if such items were set forth herein in their entirety within the body of this Agreement.

[SIGNATURE PAGE TO FOLLOW]



MILLCREEK

By: [Signature]  
Jeff Silvestrini, Mayor



ATTEST:

[Signature]  
~~Elyse Sullivan, City Recorder~~  
Alex Wendt, Deputy City Recorder

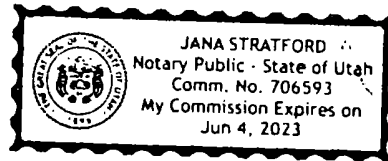
CITY ACKNOWLEDGMENT

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

On the 21 day of September, 2021, personally appeared before me Jeff Silvestrini who being by me duly sworn, did say that he is the Mayor of Millcreek, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the City by authority of its City Council and said Mayor acknowledged to me that the City executed the same.

[Signature]  
NOTARY PUBLIC

My Commission Expires: June 4, 2023



## EXHIBIT A

### Parcel 2:

Beginning at a point on the Northeasterly Line of the Jordan and Salt Lake City Canal, said point being South 89°47'10" West 314.51 feet from the Southeast Corner of Lot 1, Block 27, 10 Acre Plat "A", Big Field Survey, and running thence South 89°47'10" West along the North Line of 3300 South Street 58.23 feet to the Southwesterly Line of said Jordan and Salt Lake City Canal (West 57.75 feet record); thence South 32°00'00" East along said Southwesterly Line 38.82 feet to the Centerline of said 3300 South Street, said point being West 656.60 feet (West 668.27 feet record) and South 1529.84 feet (South 92.1 rods record) from the East Quarter of Section 29, Township 1 South, Range 1 East, Salt Lake Base and Meridian; thence South 89°47'10" West along said Centerline 137.79 feet (West 118.78 feet record); thence North 00°13'34" East 219.64 feet to said Southwesterly Line of said Jordan and Salt Lake City Canal (North 191 feet record); thence North 32°00'00" West along said Southwesterly Line 16.09 feet, said point being West 499.94 feet (West 521.01 feet record) and South 375.30 feet (South 367.64 feet record) from the Northeast Corner of Lot 1, Block 27, 10 Acre Plat "A", Big Field Survey; thence North 89°47'10" East 58.23 feet to said Northeasterly Line of said Jordan and Salt Lake City Canal (East 57.75 feet record); thence South 32°00'00" East along said Northeasterly Line 235.65 feet (South 32°00'00" East 235.65 feet record) to the point of beginning.

### Less and excepting therefrom:

A parcel of land located in the Southeast Quarter of Section 29, Township 1 South, Range 1 East, Salt Lake Base and Meridian, comprising of a portion of land for road dedication to Salt Lake City, Utah, out of that certain Special Warranty Deed, Parcels 1 and 2 (Brickyard Square LLC) dated December 31, 2007 as Entry No. 10312160 in Book 9553 at Page 8270-8271 and that certain Quit-Claim Deed (Gary R. Fisher) dated April 29, 1996 as Entry No. 6343424 in Book 7387 at Page 0722-0723 basis of bearings being North 89°47'10" East along the 3300 South Street Monument Line between the monuments at the intersections of 1100 East Street and 1300 East Street, more particularly described as follows:

Beginning at a point on the Northerly Line of 3300 South Street Right-of-Way (40 foot-half width), said point being the West Line of Parcel 2 and East Line of Parcel 1 of said Special Warranty Deed, said point being South 89°47'10" West 372.74 feet, more or less, and North 32°00'00" West 8.23 feet from the Southeast Corner of Lot 1, Block 27, 10-Acre Plat "A", Big Field Survey, said Southeast Corner being South 89°47'10" West 33.00 feet along said Monument Line and North 00°12'50" West 33.00 feet from the monument at the intersection of 3300 South Street and 1300 West Street and running thence North 89°47'10" East 139.64 feet, more or less along the Northerly Line of said Right-of-Way to the Northeasterly Line of said Fischer Deed; thence South 7.00 feet along said Line thence South 89°47'10" West 135.28 feet to the Southwest Corner of said Parcel 2 and said point also being the Northeasterly Line of said Parcel 1; thence South 32°00'00" East 38.82 feet along the Northeasterly Line of said Parcel 1 to said Monument Line; thence South 89°47'10" West 137.79 feet along said Line to the Southwesterly Line of said Parcel 1; thence North 00°13'34" East 40.00 feet to the Northerly Line of said Right-of-Way; thence North 89°47'10" East 112.69 feet along said Line to the point of beginning.

## EXHIBIT B

### Long-Term Stormwater Management Plan

for:

Harmon's  
3540 South 4000 West, Ste 500  
West Valley City, UT 84120



## **PURPOSE AND RESPONSIBILITY**

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

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

## **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 this site is limited at controlling and containing pollutants and 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 the site infrastructure and provide directives to maintenance operations to responsibly manage the grounds.

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

Any sediment, leaves, debris, spilt fluids or other waste that collects on the parking lot and sidewalks will be carried by runoff to on-site storm drain inlets. This waste material may settle in the storm drain system creating piles of solid and dissolved waste resulting in increased maintenance costs.

Maintenance involves regular sweeping, but it can also involve pavement washing to remove stains, slick spots and improve appearance when necessary. Use the Pavement Maintenance and the Pavement Washing SOPs to manage pollutants that collect on the pavement.

This site will incorporate low impact design (LID) by retaining all storm water generated by the property. This will help mitigate contaminants from entering surrounding water sources.

### **Landscaping**

Landscape operations can result in grass clippings, sticks, branches, dirt, mulch, fertilizers, pesticides and other pollutants to fall or be left on the paved areas. This waste material may settle in the storm drain system creating piles of solid and dissolved waste resulting in increased maintenance costs. Use the Landscape Maintenance SOP to help prevent this potential pollution source from leaving the system.

### **Storm Drain System**

The storm drain inlets convey runoff to underground storage chambers that will retain the stormwater. An isolator row will be installed to help trap sediment and solids from entering stone drainage bed. Use provided Storm Drain Maintenance SOP to manage the storm drain system responsibly.

### **Waste Management**

This site will not have a building and will only provide vehicle parking. Solid waste is not anticipated at this site.

### **Utility System**

This site does not have a building and will have not other utility systems.

### **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, may increase the amount of salt exposed to the surrounding vegetation. Use provided Snow and Ice Removal SOP to minimize the salt impact.

### **Equipment / Outside Storage**

No equipment or outside storage units will be on the site.

## **SECTION 2: TRAINING**

Ensure that all employees and maintenance contractors know and understand the SOPs specifically written to manage and maintain the property. At a minimum, maintenance contractors must use the LTSWMP SOPs; however, the maintenance contractor may use a stricter SOP if directed by company policy. File all training records in Appendix C.

## **SECTION 3: RECORDKEEPING**

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

## **SECTION 4: APPENDICES**

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

## APPENDIX A – SITE DRAWINGS AND DETAILS



## APPENDIX B – SOPs

### 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 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 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. 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 contractor 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 light weight 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 are 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

**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.

## **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 and legally dispose of waste at a local landfill.

### **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, Spill Control SOP

### **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 Millcreek Sewer District.
- 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 warm ups are expected the same day.

### **3. Training:**

- a) Annually and at hire.
- b) Require snow and ice service contractors to follow the more stringent SOP; this SOP or 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 light weight 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

- 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:**

- 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 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, Salt Lake County Health Department, Millcreek.
  2. Minor Emergency constitutes a spill that has reached a storm drain but is no longer flowing. Call Salt Lake County Health Department, Millcreek
  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  
Salt Lake County Health Department – 385-468-4100  
Millcreek – 801-214-2700

### **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.
- 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.
- 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.
  - 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 clean up 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





