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When recorded, mail to:

Draper City Recorder 1020 East Pioneer Road Draper City, Utah 84081 13687656
06/10/2021 12:34 PM \$○.00
Book - 11188 Ps - 6099-6130
RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
CITY OF DRAPER
1020 E PIONEER RD
DRAPER UT 84020
BY: ADA, DEPUTY - MA 32 P.

Affects Parcel No(s): 3312478005

STORMWATER POLLUTION PREVENTION MAINTENANCE AGREEMENT

	n Maintenance Agreement ("Agreement") is
made and entered into this _/\frac{1}{2} day of	November , 20 18 ,
by and between Draper City, a Utah municip	oal corporation ("City"), and
The Gardner Company	
a <u>Limited Liability</u> Company	("Owner").
0 /	

RECITALS

WHEREAS, the City is authorized and required to regulate and control the disposition of storm and surface waters, as set forth in the Draper City Municipal Code Chapter 16-2, as amended ("Ordinance"), adopted pursuant to the Utah Water Quality Act, as set forth in *Utah Code Ann*. §§ 19-5-101, *et seq.*, as amended ("Act"); 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 ("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; or

WHEREAS, the Owner's existing property was completed after January 1, 2003; disturbed an area greater than or equal to one acre, or disturbed less than one acre and is part of a larger common plan of development or sale; and is served by a private on-site stormwater management facility; and

WHEREAS, in order to accommodate and regulate storm and surface water flow conditions, the Owner is required by federal, state, and local law to build and maintain at Owner's expense a storm and surface water management facility or improvements ("Stormwater Facilities"); and

WHEREAS, the Stormwater Facilities are more particularly described and shown in the final site plan or subdivision approved 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, summary description of all Stormwater Facilities, details and all appurtenance draining to and affecting the Stormwater Facilities and establishing the standard operation and routine maintenance procedures for the Stormwater Facilities, and control measures installed on the Property, ("Stormwater Maintenance and Preservation Plan") more particularly shown in Exhibit "B" on file with the County Recorder's Office; and

WHEREAS, 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 Stormwater Maintenance and Preservation 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 Stormwater Maintenance and Preservation Plan, and the mutual covenants contained herein, the parties agree as follows:

Section 1

Construction of Stormwater Facilities. The Owner shall, at its sole cost and expense, construct the Stormwater Facilities in accordance with the Development Plans and specifications, and any amendments thereto which have been approved by the City.

Section 2

Maintenance of Stormwater Facilities. The Owner shall, at its sole cost and expense, adequately maintain the Stormwater Facilities. Owner's maintenance obligations shall include all systems and appurtenances built to convey stormwater, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate 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.

Section 3

Annual Maintenance Report of Stormwater Facilities. The Owner shall, at its sole cost and expense, inspect the Stormwater Facilities and submit an inspection report and certification to the City. 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 by the Owner, or the Owner's officers, employees, agents, and representatives 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 July 31st of each year and shall be on forms acceptable to the City.

Section 4

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 Stormwater Facilities upon reasonable notice to the Owner of at least three business days. 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 Stormwater Facilities are being adequately maintained, are continuing to perform in an adequate manner, and are in compliance with the Act, the Ordinance, and the Stormwater Facilities Maintenance Plan.

Section 5

Notice of Deficiencies. If the City finds that the Stormwater 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, but not less than sixty (60) days, to cure such defects or deficiencies. Such notice shall be confirmed delivery to the Owner or sent certified mail to the Owner at the address listed with the County Tax Assessor.

Section 6

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

Section 7

City's Corrective Action Authority. In the event the Owner fails to adequately maintain the Stormwater Facilities in good working condition acceptable to the City, the City may correct a violation of the design standards or maintenance needs by performing all necessary work to place the facility in proper working condition. Prior to commencing work the City shall have complied with Section 5 and given Owner a second notice to cure or correct within 15 days served according to the delivery methods described in Section 5

It is expressly understood and agreed that the City is under no 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. The actions described in this Section are in

addition to and not in lieu of any and all equitable 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.

Section 8

Reimbursement of Costs. In the event the City, pursuant to this Agreement, incurs any costs, or expends any funds resulting from enforcement or cost for labor, inspections, use of equipment, supplies, materials, and the like related to storm drain disconnection from the City system, the Owner shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City. Owner shall also be liable for any collection costs, including attorneys' fees and court costs, incurred by the City in collection of delinquent payments.

Section 9

Successor and Assigns. This Agreement shall be recorded in the County Recorder's Office 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.

Section 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 Covenant shall not be affected thereby.

Section 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 Salt Lake County, Utah.

Section 12

Indemnification. This Agreement imposes no liability of any kind whatsoever on the City. 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, accidents, casualties, losses, claims, and expenses (including attorneys' fees and court costs) that directly 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, or the Owner's officers, employees, agents, and representatives.

Section 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 County Recorder's Office.

Section 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 the Agreement.

Section 15

Exhibit B. Stormwater Maintenance and Preservation Plan (SWMP) must adapt to change in good judgment when site conditions and operations change and when existing programs are ineffective. Exhibit B shall be filed with this agreement at the County Recorder's Office.

STORMWATER POLLTION PREVENTION MAINTENANCE AGREEMENT

SO AGREED this
PROPERTY OWNER
By: Title:
By: christian Gardner Title:
STATE OF UTAH)
COUNTY OF SATURE)
The above instrument was acknowledged before me by AFRISTIAN, this 14 day of Movember, 20 18.
Notary Public SONIA CORTEZ PEREZ Notary Public STATE OF UTAH
Notary Public Residing in: NOTARY PUBLIC - STATE OF UTAH My Comm. Exp. 10/16/2020 Commission # 691238
DRAPER FITY
N OF DRAP
BLIC WORKS DIRECTOR (CORPORT)
Attest City Recorder 1978 Approved as to Form
City Attorney STATE OF UTAH
COUNTY OF Salt lake iss.
The above instrument was acknowledged before me by Scott Couldy, this 24 day of May, 20 11.
1 rp ei x
Notary Public Residing in: S MT ME CUMPAT, UT
My commission expires: 4 25 2 COMM. EXP. 08-25-2021

Attachments:

Exhibit A: Plat and Legal Description Exhibit B: Stormwater Maintenance and Preservation Plan

EXHIBIT "A"

LEGAL DESCRIPTION OF REPLACEMENT PROPERTY

RE: 491829 - A

PARCEL 1:

Part of Lot 3, THE POINTE COMMERCIAL SUBDIVISION, being more particularly described as follows:

Beginning at a point North 00°27'52" East 490.00 feet along the East line of Section 12, Township 4 South, Range 1 West, Salt Lake Base and Meridian to the South line of The Point Subdivision and South 70°18'40" West 709.08 feet from the Southeast corner of said Section 12; thence continuing along said line South 70°18'40" West 613.72 feet to the North line of Marion Vista Drive; thence along said line North 89°28'41" West 89.69 feet to the West line of the Southeast quarter of the Southeast quarter of said Section 12; thence along said West line North 00°25'48" East 582.32 feet; thence East 70.74 feet to a point of tangency of a 150.00 foot radius curve to the left; thence Easterly 30.67 feet along said curve through a central angle of 11°42'56" and a long chord of North 84°08'32" East 30.62 feet; thence North 78°17'04" East 170.83 feet to a point of tangency of a 150.00 foot radius curve to the right; thence Easterly 30.67 feet along said curve through a central angle of 11°42'56" and a long chord of North 84°08'32" East 30.62 feet; thence East 235.52 feet; thence South 87.61 feet; thence South 31°08'41" East 60.50 feet; thence South 11°39'45" East 13.60 feet; thence South 19°41'20" East 281.00 feet to the point of beginning.

PARCEL 1A:

Rights of ingress, egress and parking as more specifically defined in that certain Protective Covenants, Easements, Restrictions and Uniform Plan for The Pointe, recorded March 24, 2009 as Entry No. 10655243 in Book 9701 at Page 1566 of official records.

EXHIBIT A

The Pointe Building 3

Lot 3 The Pointe

A Commercial Subdivision Located in the Southwest Quarter of Section 7, Township 4 South, Range 1 East and the Southeast Quarter of Section 12, Township 4 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah

EXHIBIT B

Long Term Stormwater Management Plan

for:

The Boyer Company 101 South 200 East, Suite 200 Salt Lake City, UT 84111

PURPOSE AND RESPONSIBILTY

As required by the Clean Water Act and resultant local regulations, including Draper 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 Jordan River is impaired and but a TMDL has not been determined. The LTSWMP is aimed at addressing these impairments in addition to all other pollutants that can be generated by this property.

CONTENTS

SECTION 1: SITE DESCRIPTION, USE AND IMPACT

SECTION 2: TRAINING

SECTION 3: RECORDKEEPING SECTION 4: APPENDICES

SECTION 1: SITE DESCRIPTION, USE AND IMPACT

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

Impervious Areas, Parking, Sidewalk and Patio

The site is 77% impervious surface, primarily asphalt and some concrete walkways, slopes southwest to northeast. Any sediment, debris, fluids or other water left or that collect on it will be carried by runoff to our storm drain inlets. This waster material will settle in our storm drain system increasing maintenance cost and any material dissolving in the runoff will pass through our system polluting the Jordan River.

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

Storm Drain System

Stormwater inlets are located throughout the site. Do to the slopes on the site there are some inlets near the building on the south side. The rest of the inlets are away from the building. The inlets direct the stormwater through the storm sewer system on site into a large detention pond for the entire The Pointe development. The detention pond is maintained by Sorenson Associates, The Pointe, LLC. The stormwater flow, including roof drain, is undetained from Lot 3 to the overall detention pond.

Landscaping

This property's landscape areas will require regular maintenance. This involves mowing, pruning, hand digging, leaving grass clippings, sticks, branches, dirt, gravel mulch, including fertilizers, pesticides and other pollutants that can fall or be left on our paved areas. It is vital that the paved areas with direct connection to the city storm drain system remain clear and clean of landscape pollutants. The Landscape SOP is written to control and manage this potential problem.

Waste Management

The site has two dumpsters in the southeast corner of the lot with lids that are intended to prevent precipitation exposure minimizing liquids that can leak to pavements and from haul trucks also minimizing the light weight trash exposed to wind. The 8' tall enclosure have an additional benefit of trapping loose trash allowing us to pick it up before it will be carried off. Good waste management systems, if managed improperly, can end up as the source of the very pollution that they were intended to control. The Waste Water SOP is written to control and mange our waste.

Snow and Ice Removal Management

Salt is a necessary pollutant and is vital to ensuring a safe transportation system and walking areas. However, the snow removal operations should be properly managed to minimize unnecessary salt impact. The snow removal is done by a contracted company so there is no salt or equipment stored on site minimizing any impacts to the storm drain system.

Outdoor Functions; Yard Sale Events, Fund Raisers...

There are occasional events held outside, including food trucks and fun events. When these events occur, it is important to make sure that all of the waste in properly disposed of in garbage cans and the dumpster.

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 Draper City annually by July 31st of each year.

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

SPILL RESPONSE (SOP)

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 emergencies.
 - i. Emergency HAZMAT, DWQ, SLVHD, City: Emergency constitutes large quantities of flowing uncontained liquid. Generally burst tanks or tipped tanker type vehicles.
 - ii. Emergency SLVHD, City: Emergency constitutes potential for waste to be carried by water.
 - iii. Contacts:

HAZMAT - 911 DWQ - 801-231-1769, 801-536-4123 SLVHD - 801-580-6681

3. Clean-up Procedure:

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

a. Train staff 1/Year.

Landscape Maintenance Operations (SOP)

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 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 vegetated ground.
 - Fertilizer Operation Prevent overspray. Immediately following operation sweep or blow fertilizer onto vegetated ground.
 - Pesticide Operations Prevent overspray, use spot treatment. Immediately
 Following operation sweep or blow dry pesticide onto vegetated ground
- b) 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.
- c) Landscape project materials and waste can be contained or controlled by operational or structural best management practices (BMPs).
 - 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
 - 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,
- d) Inspection often to insure the structural BMPs are in good operating condition and at least prior to the workday end. Promptly repair damaged BMPs.

e) 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 approved open spaces

f) 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.

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.

Waste Management Operations (SOP)

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, for the proper disposal of common everyday waste.
- 2. Waste Collection Devices (Exposed units):
 - a) The site has 2 types of waste management containers.
 - 6yd dumpsters with lids
 - · Receptacles with lids
 - •
- 3. Waste Disposal Restrictions for all waste Scheduled for the Trans-Jordan Landfill:
 - a) Generally most waste generated at this facility, 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 Trans-Jordan Landfill.
 - c) Review Trans-Jordan Landfill regulations for additional restrictions and understand what waste is prohibited in the Trans-Jordan Landfill. Ensure the SDS and Trans-Jordan Landfill regulations are not contradictory.

Generally the prohibited waste 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 sorbent material, e.g. sand, dirt, loose absorbant, pads, booms etc., and transformed or dried such that it will not drip. This is not intended for whole sale disposal of out dated or spent

liquid hazardous waste. When disposal of out dated or spent liquid is needed or for questions of how to dispose of other waste, contact the Salt Lake County Health Department (SLCo HD) for instructions and locations, 801-468-3862).

- 4. Waste Disposal Required for Salt Lake Valley Landfill or other:
 - a) Generally this will be waste not accepted by the Trans-Jordan Landfill.
 - b) Follow SDS for disposal requirements. Review Salt Lake Valley Landfill regulations for additional restrictions and understand what waste is prohibited in the Salt Lake Valley Landfill. Ensure the SDS and Salt Lake Valley Landfill regulations are not contradictory

Generally, this will be liquid waste of most chemical types. 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 SLCo HD # is a good resource, 385-468-3862
- 5. General Staff Maintenance Practices:
 - a) Prevent dumpsters and receptacles from becoming a pollution source by:
 - Closing lids, or covering when other covers are used.
 - 2. Reposition tipped receptacles upright.
 - 3. Report full or leaking and unsecured dumpsters and receptacles to the departments or divisions responsible for them. Determine source liquids and prevent it.
 - 4. Report any eminent pollutant hazard related to dumpsters and receptacles to your supervisor.
- 6. Training:
 - a) Annually and at hire

Sweeper Truck Operation (SOP)

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. Regular Procedure:

- a) Inspect grates for debris. Stop sweeper and hand sweep debris away from grates and follow with sweeper.
- b) When maintenance of weeds in the gutter is necessary, street sweeping should be coordinated with gutter trimming operations and sweeping should occur same day of weed trimming operations minimum.
- c) Stop and remove small objects, such as trash cans, gutter ramps, and large debris etc. that are blocking moderately dirty gutter.
- d) Tight areas not accessible to sweeper must be swept by hand to a point reached by the sweeper. Operator my use discretion as to when this is necessary.

2. Disposal Procedure:

- a) Unload wet waste in dump bay. Waste material should remain in bay until appreciable water is drained.
- b) Move decanted waste to dry waste storage bin. Haul waste to approved disposal sites. Reference document attached.
- c) Dry waste may be discharged to waste storage bay.

3. Sweep Frequency of Yard:

- a) Inspect shop area weekly and sweep as needed, but monthly minimum
- b) The inspection results should substantiate the frequency. Modify as necessary to maximize effectiveness and minimize diminishing returns.

4. Training:

- a) Train employees 1/Year
- b) Education material: Sweeper Truck SOP

5. Safety:

- a) Recognize pedestrians and check all blind spot before moving.
- b) Observe inlet and manhole conditions and report and protect damaged pieces.
- c) Use TTC devices on all roadway and pedestrian systems in accordance to the MUTCD.
- d) Never leave unsecured work site unattended and insure hazards are rendered safe

prior to leaving.

- 6. Personal Protective Equipment:
 - a) Safety glasses
 - b) Safety shoes
 - c) Ear protection
 - d) Gloves
 - e) Safety vest
- 7. Equipment:
 - a) TYMCO Model 210 sweeper

Pavement Washing Operations (SOP)

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 sorbent materials.
 - Collect wastewater with shop-vacuum simultaneous with the washing operation.
 - Collect wastewater with vacuum truck simultaneous with the washing operation.
- b) This procedure must not used to clean the initial spills. First apply the Spill Containment and cleanup SOP.

2. Disposal Procedure:

a) Disposal must follow standard SOPs which could vary depending on which operations are used for the washing. Waste can typically be disposed properly by following the Waste Management, Spill Response, and Sweeper and Vacuum Truck SOPs.

3. 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.

4. Training:

a) Annually and at hire

5. Safety:

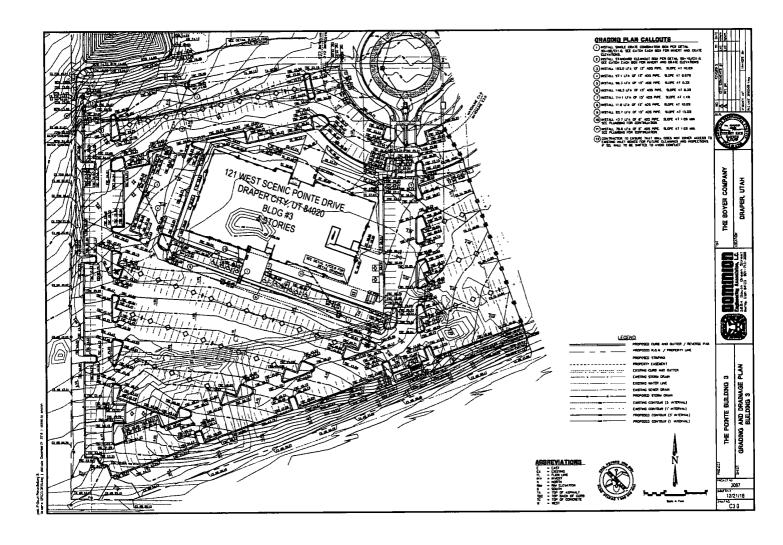
a) As per SDS of material being washed

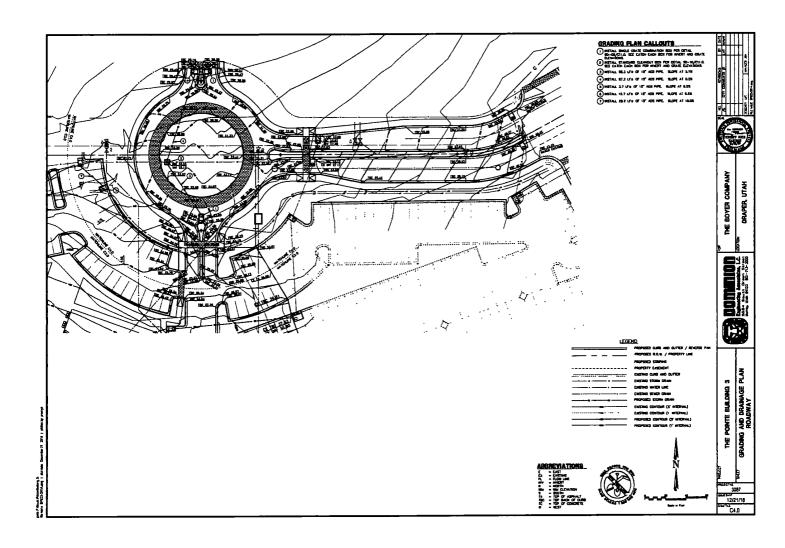
6. Personal Protective Equipment:

a) Follow SOPs for equipment involved in the washing. Could require but not limited to:

- Safety glasses
- Safety shoes
- Ear protection
- Gloves

APPENDIX C - PLAN RECORDKEEPING DOCUMENTS





MAINTENANCE/INSPECTION SCHEDULE

Frequency	Site Infrastructure.		
Q	Parking Lot and Directly Connected Pavement		
M	Landscaping		
A	Pipes		
W	Trash Enclosure		
S	Spill Response		
W	Waste Management		
	·		

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
			-
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			<u> </u>

Contact the Stormwater Division for an example of a maintenance/inspection log xxx-xxx-xxxx

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.

-POOR COPY-CO. RECORDER

Annual SOP Training Log per Section 2

SOP	Trainer	Employee Name / Maintenance Contractor Co	- Date
	-		-
-			
	-		
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^{*}You may create your own form that provides this same information or request a word copy of this document.