01/05/2022 10:38 AM By:	115 Total Pages: 41 dhummel Fees: \$0.00
AGREE - AGREEMENT Rashelle Hobbs, Recorder, Return To: CITY OF DRAPER	Salt Lake County, Utah
1020 E PIONEER RD DRAPER, UT	· 84020 }}#1,7}k,'4 [#16 k1,7 #14, 18
	NATIONAL PROPERTY OF A PROPERTY OF THE PROPERT

When recorded, mail to:

Draper City Recorder 1020 East Pioneer Road Draper City, Utah 84020

Affects Parcel No(s):	2830401044	

STORMWATER POLLUTION PREVENTION MAINTENANCE AGREEMENT

	This Stormwater Pollution Prevention Maintenance	Agreement ("Agreement") is
ma	ide and entered into this <u>8th</u> day of <u>December</u>	, 20 <u>21</u> ,
by	and between Draper City, a Utah municipal corporation	n ("City"), and
	Draper School Development, LLC	7
 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, 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 onsite 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, the 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") is 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

Page 2 of 7

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

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 POLLUTION PREVENTION MAINTENANCE AGREEMENT

SO AGREED this 8th day of _	December	20	21		
PROPERTY OWNER					
By: Marth	Title: _	Manager			
By:	Title: _			_	
STATE OF UTAH) :ss.					
COUNTY OF Ocuis)					
The above instrument was acknowledged to of	before me b	y Sheldon k	STATE OF UTAH GABRIEL COMMISSION	this 4 ^{hm} da NOTARY PUBLIC S CLARK ON #718473 ISSION EXPIRES: 5-2025	y
By: Public Works Director	Date:	12.30.7	2021	_	
Attest: City Recorder					
Approve to form:) ney				

Signature Witnessing

State of Utah)
County of Salt Lake
On this 30 day of Decombo, in the year 100, before me, Dana Hyer, name of notary public,
personally appeared Scott Coley, proved to me through satisfactory evidence
of identification, which was Moun to He to be the person whose name is signed on form of identification
the preceding or attached document in my presence.
(notury signature) DANNA HYER Notary Public, State of Utah Commission #700530 My Commission Expires 05/25/2022 (seal)

Attachments:

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

EXHIBIT A

Parcel # 28304010440000 AMENDING ALL OF LOT 2, RASMUSSEN FAMILY SUBDIVISION A PART OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, DRAPER CITY, SALT LAKE COUNTY, UTAH

BOUNDARY DESCRIPTION

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EXHIBIT B

Long-Term Stormwater Management Plan

for:

Rasmussen Farms Subdivision 12173 South 300 E Draper, UT 84020

PURPOSE AND RESPONSIBILTY

As required by the Clean Water Act and resultant local regulations, including the City of 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 LTSWMP is aimed at addressing impairments nearby 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 subdivision infrastructure is limited at controlling and containing 100% of pollutants. If managed improperly our operations have the potential to contaminate the environment. This LTSWMP includes standard operations procedures (SOP)s that are intended to compensate for the pollution containment limitations of the subdivision infrastructure. This plan and the (SOP)s will direct our maintenance operations to responsibly manage the subdivision infrastructure, some of which include but are not limited to "Common Elements" of the subdivision as listed here:

All streets, curbs and gutters located within the Community, including emergency access rights of way;

All utilities and utility lines located within the Community, up to the Residential Lot Owner's side of the applicable utility meter;

All sanitary sewer lines located within the Community, up to the point where the Residential Lot Owner's line connects to the sanitary sewer trunk line;

All storm sewers located within the Community; and

All other real property and improvements thereon that are not located within the boundaries of a Residential Lot, except for utilities, curbs, gutters, and sidewalks located within easements and public rights of way located along and adjacent to Redwood Road.

Driveway, Sidewalk, and flatwork

Any sediment, leaves, debris, spilt fluids or other waste that collects on the driveways, other flatwork, and sidewalks will be carried by runoff to our storm drain inlets. This waste material will naturally runoff into the storm drain system.

Maintenance involves regular sweeping, at the discretion of the Declarant, Association, and Owners when identified to be needed. It can also involve pavement washing to remove stains, slick spots and improve appearance as needed. See included SOP for Pavement Maintenance and the Pavement Washing regarding management of pollutants that collect on the subdivision pavements.

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 of the subdivision. It is vital that these paved areas are maintained regularly to minimize the debris from the pavement having a direct connection to the City storm drain system. Pavements are to remain clean of landscape debris, especially when being worked on by Owners or other designated independent contractors selected by Owners or the Association.

See included Landscape Maintenance SOP for more details on actions to be taken to prevent this potential pollution source from affecting impaired water sources.

Storm Drain System

The storm drain inlet boxes and yard drains direct runoff to two detention ponds on the west of the subdivision, near lot 35 and lots 41-44, These devices will capture some floating material and heavier sediment particles but are susceptible to bypass. They do not trap suspended or dissolved pollutants. All run off will pass through an inlet/outlet structure with orifice to capture floating material and heavier sediment particles. These units will be monitored and cleaned out on a regular basis, at the discretion of the Declarant, Association, and Owners when identified to be needed, to prevent overflow, excessive debris, and pollutant collection to help protect impaired water sources and prevent mosquito breeding. See the included Storm Drain Maintenance SOP for details on management of our storm drain system responsibly.

Waste Management

No garbage or trash shall be placed or kept on any Residential Lot, except in covered containers of a type, size, and style which are approved by the Association or required by the applicable municipal authority. All waste containers must have a lid and inspected regularly to ensure they are in good working order to prevent precipitation exposure and minimizing liquids that can leak to pavements. Lids will also prevent the light weight trash carried off by wind. The subdivision will employ the regular removal of waste through the City of Draper's Solid Waste Management Department to keep pollution minimized and under control. See included Waste Management SOP for details on control and manage the solid waste we generate.

Utility System

All personal homes may have heating and air conditioner units that may contain oils and other chemicals that could harm impaired waters if the liquids and other waste generated by maintenance of this system is not appropriately managed. Home Owners will be responsible to schedule routine checkups on their equipment to ensure they function properly. When a spill is identified they will be required to follow the Spill Containment and Cleanup SOP, included here.

Snow and Ice Removal Management

Salt is a necessary pollutant and is used as needed to ensure safe pedestrian walkways and driveways. To minimize the improper management of salt that could impact the subdivision vegetation and local water resources Home Owners will need to follow the Snow and Ice Removal SOP, included here.

Equipment / Outside Storage

Grounds are maintained with use of equipment that has the potential to spill gas or oil. Home Owners will be responsible to schedule routine checkups on their equipment to ensure they function properly. When a spill is identified Home Owners or other designated independent contractors selected by Home Owners, Owners, or the Association will need to follow the Spill Containment and Cleanup SOP, included here.

SECTION 2: TRAINING

Ensure that all Home Owners, Owners, and maintenance contractors know and understand the SOPs specifically written to manage and maintain their property and the Common Areas. Maintenance contractors must use the stronger of their Company and the LTSWMP SOPs. Distribution of training materials provided to Home Owners, Owners, and maintenance contractors are to be documented in the training records of 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 Stormwater Division annually.

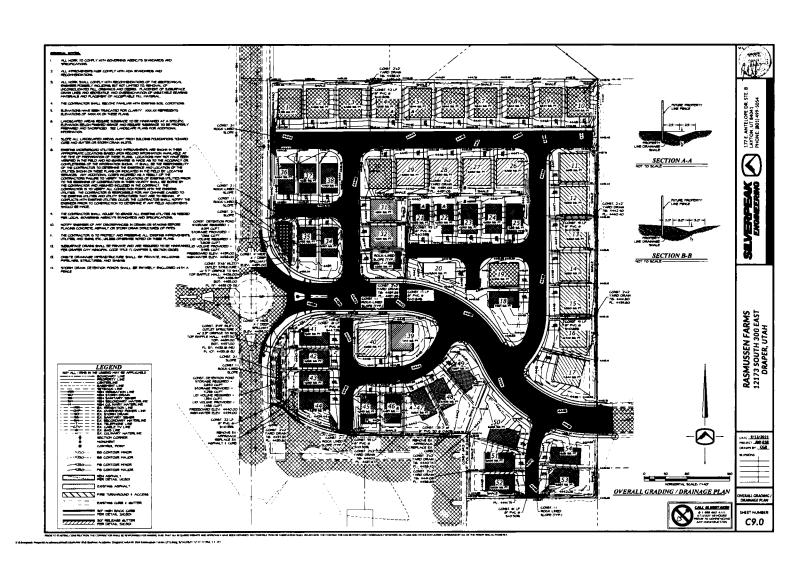
SECTION 4: APPENDICES

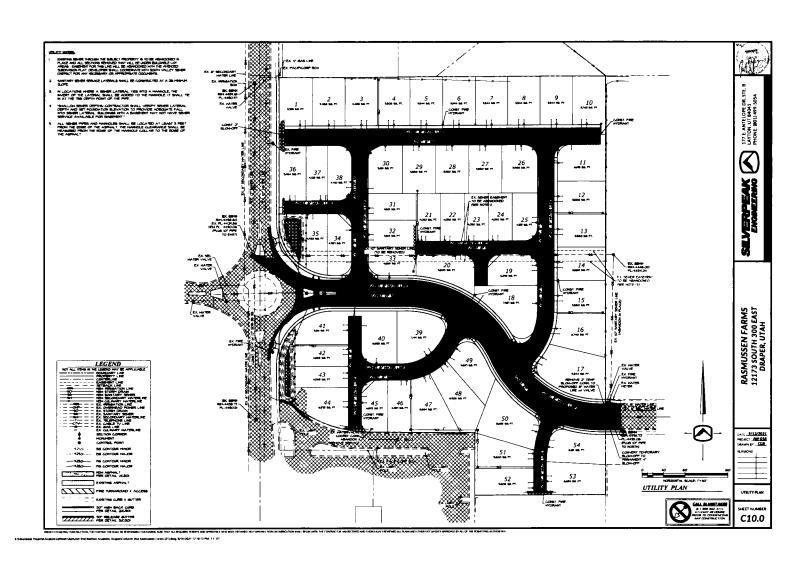
Appendix A- Site Drawings and Details

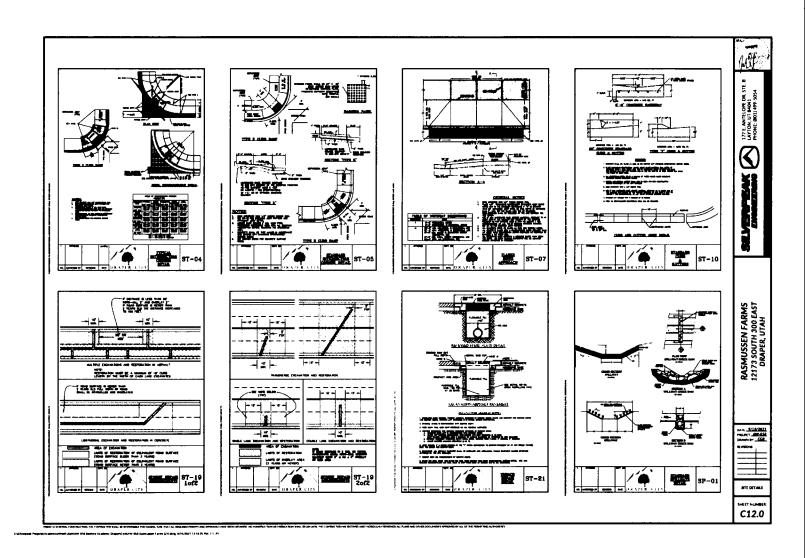
Appendix B- SOPs

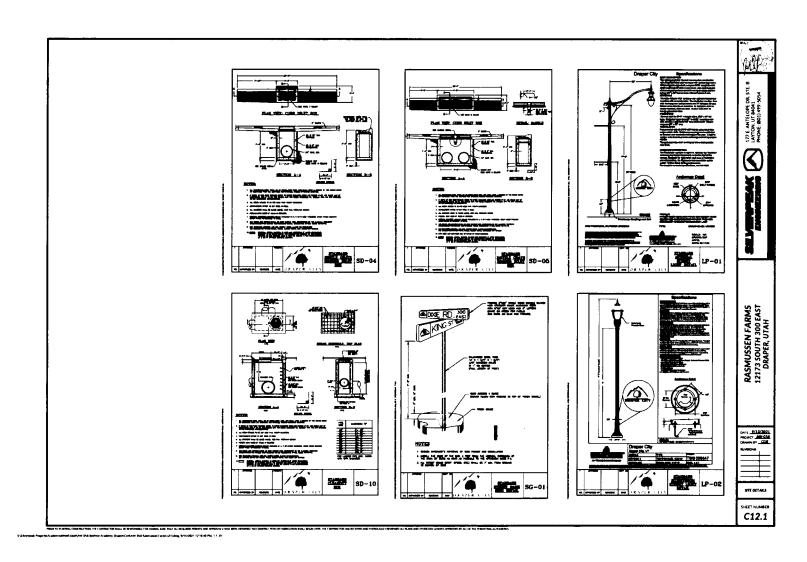
Appendix C- Recordkeeping Documents

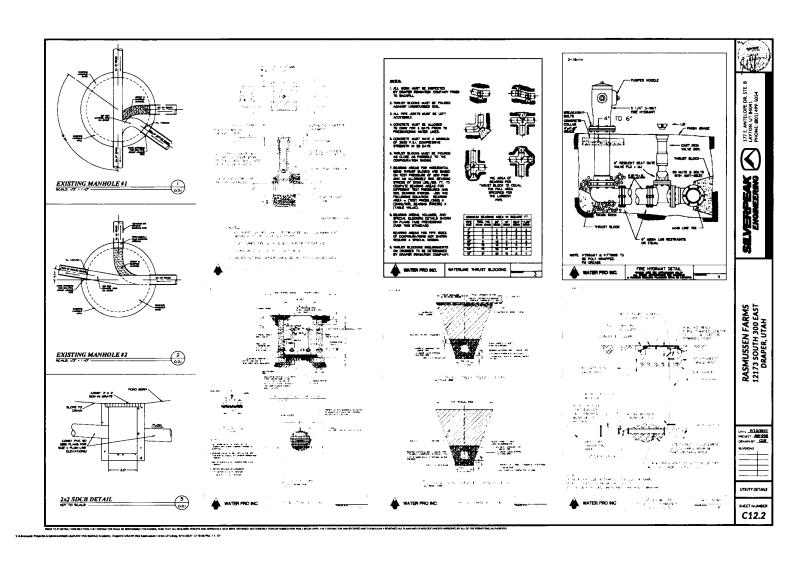
APPENDIX A - SITE DRAWINGS AND DETAILS

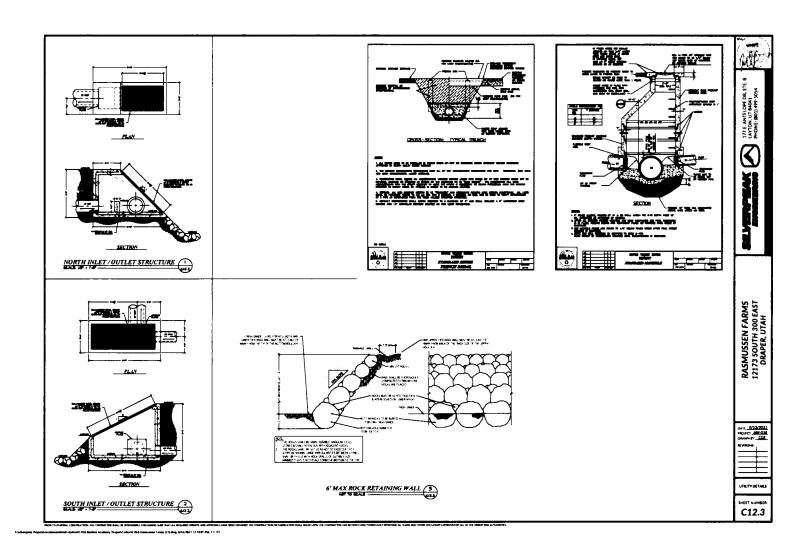


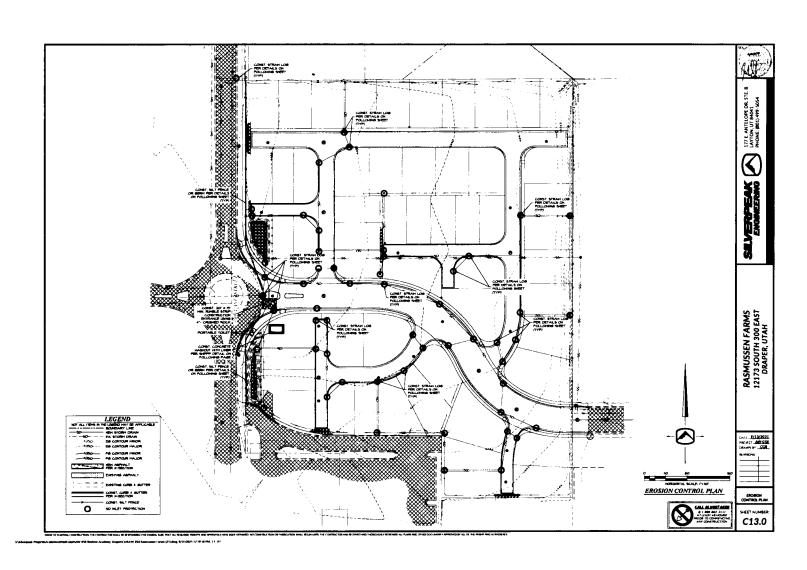


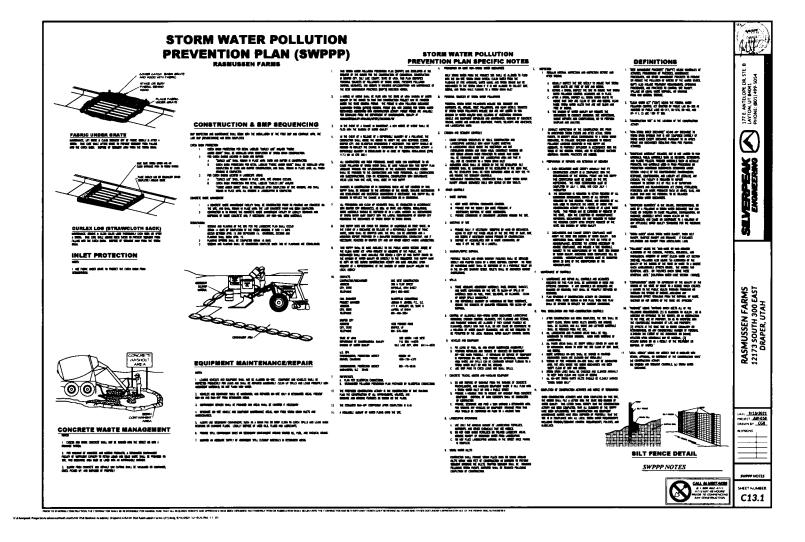












APPENDIX B - SOPs

Pavement Maintenance Operations

General:

These SOPs are not expected to cover all necessary procedure actions. Owners, the Association, and independent contractors 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 is needed by hand.
- b) Generally sweeping machinery should be used during autumn when leaf fall is heavy and early spring after winter thaw. Sometimes sweeping machinery will be necessary when accumulations are spread over a large area of the pavement.
- c) Manage outside activities that leave waste or drain pollutants to our pavements. This involves outside functions including but not limited to: Yard sales, yard storage, fund raisers, etc. Do not allow car, boat, or other equipment washing or other activities that allow detergents or other pollutants to be washed into storm drain systems.

4. Disposal Procedure:

- a) Service contractor dispose at licensed facilities
- b) Dispose of hand collected material in garbage can or haul away in covered vehicle

5. Training:

a) Distributed Annually and at time of first occupancy by new Owner

Landscape Maintenance Operations

General:

This SOP is not expected to cover all necessary procedure actions. Owners, the Association, and independent contractors 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) Distributed Annually and at time of first occupancy by new Owner

Waste Management Operations

General:

This SOP is not expected to cover all necessary procedure actions. Owners, the Association, and independent contractors 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 Owners, the Association, and independent contractors intended for the proper disposal of common everyday waste.

2. Waste Collection Devices (Exposed units):

• Each lot contains 2 waste management receptacles with lids

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

- a) Generally most waste generated at each lot, and waste from spill and clean up operations can be disposed in waste management receptacles 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 landfill regulations for additional restrictions and understand what waste is prohibited in the landfill. Ensure the SDS and landfill regulations are not contradictory.

Generally the waste prohibited by the Trans-Jordan Landfill is:

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

(Generally, all the above hazardous waste when involved in minor spill cleanup operations can be disposed in waste management receptacles with lids, if the liquid is contained in absorbent material, e.g. sand, dirt,

loose absorbent, pads, booms etc., and transformed or dried such that it will not drip. This is not intended for 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 (UCHD) for instructions and locations, 385-468-4100.

4. Waste Disposal Required for Trans-Jordan Landfill or other:

- a) Generally for waste not accepted by the Trans-Jordan Landfill.
- b) Follow SDS for disposal requirements. 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

General rules are:

- Get approval prior to delivery.
- Transport waste in secure leak proof containers that are clearly labeled.
- Lookup and follow disposal procedures for disposal of waste at other EPA approved sites, the Trans-Jordan Landfill is a good resource, 801-569-8994

5. General Staff Maintenance Practices:

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

6. Training:

Storm Drain Maintenance Operations

General:

These SOPs are not expected to cover all necessary procedure actions. Owners, the Association, and independent contractors 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 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 South Salt Lake Mosquito Abatement District when necessary.

2. Disposal Procedure:

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

3. Training:

Pavement Washing Operations

General:

These SOPs are not expected to cover all necessary procedure actions. Owners, the Association, and independent contractors 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 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 South Valley Sewer District, 801-571-1166
- 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:

Snow and Ice Removal Management

General:

This SOP is not expected to cover all necessary procedure actions. Owners, the Association, and independent contractors 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) Driveway, Walkway, 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) Distributed Annually and at time of first occupancy by new Owner
- b) Require snow and ice service contractors to follow the stronger this SOP and their company SOPs.

General Construction Maintenance

that will damage the environment.

General:

This SOP is not expected to cover all necessary procedure actions. Owners, the Association, and independent contractors 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

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 nonstormwater 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:

Spill Control

General:

This SOP is not expected to cover all necessary procedure actions. Owners, the Association, and independent contractors 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 lots and Common Areas are susceptible to spills whether it is a result of operations or by Owners, independent contractors, or visitors. 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, Draper City.
 - 2. Minor Emergency constitutes a spill that has reached a storm drain but is no longer flowing. Call Salt Lake County Health Department, Draper City
 - 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 Draper City - 801-576-6500

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 waste management receptacles. Follow Waste Management SOP.
- c) Generally Liquid waste from surface cleansing processes may be disposed to the sanitary sewer system after the following conditions have been met:
 - Dry cleanup methods have been used to remove the bulk of the spill and disposed per the Waste Management SOP.
 - The liquid waste amounts are small and diluted with water. This is intended for spill cleanup waste only and never for the disposal of unused or spent liquids.

5. Documentation:

a) Document all spills in Appendix C.

6. SDS sheets:

a) SDS Manual is filed with the Association.

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) Distributed Annually and at time of first occupancy by new Owner

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
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			ļ

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.

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.