



When recorded, mail to:

Millcreek Recorder

~~3330 South 1300 East~~ 1330 East Chambers Avenue
Millcreek, UT 84106

STORMWATER MAINTENANCE AGREEMENT

THIS STORMWATER MAINTENANCE AGREEMENT (this "Agreement") is made and entered into this 2 day of December, 2024, by and between Millcreek, a municipal corporation of the State of Utah (the "City"); and Garden Acres LLC (the "Owner") whose address is 2265 E. Murray Holladay Rd. Holladay ut 84117

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]

IN WITNESS WHEREOF, the parties have signed and subscribed their names hereon and have caused this Agreement to be duly executed as of the day and year first set forth above.

OWNER

By: Garden Area LLC
Title: Manager
Address: 2265 E. Murray Holladay

By: Nathan Brockbank
Title: Manager

OWNER ACKNOWLEDGMENT

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

On the 2 day of December, 2024, personally appeared before me _____, to be the signer(s) of the above instrument and he/she acknowledged that he/she signed it.

Candice Kidd
NOTARY PUBLIC

My Commission Expires: March 1, 2025

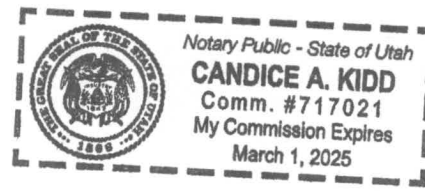


EXHIBIT A

GARDEN ACRES CONDOMINIUMS
LOT 4, GARDEN ACRES SUBDIVISION
LYING AND SITUATE IN THE NORTHWEST QUARTER OF SECTION 5,
TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN

4433 S GARDEN DR
MILLCREEK, UT

PARCEL # 22051790300000

EXHIBIT B

Long-Term Stormwater Management Plan

for:

Garden Acres Condominiums
4433 S Garden Dr
Millcreek, UT, 84124

Company Name on legal records
Garden Acres LLC
2265 E Murray Holladay Rd
Holladay, UT 84117

PURPOSE AND RESPONSIBILITY

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

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

The {NO WATER BODIES} is impaired. The LTSWMP is aimed at addressing these impairments in addition to all other pollutants that can be generated by this property. *{MS4 – a retention basin is in the rear property for the 100 year storm event}*

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SECTION 2: TRAINING

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SECTION 1: SITE DESCRIPTION, USE AND IMPACT

Our site infrastructure is limited at controlling and containing pollutants. If our property and operations are managed improperly we will contaminate our water resources. This LTSWMP includes standard operations procedures (SOP)s intended to compensate for the limitations of our site infrastructure and direct our maintenance operations to responsibly manage our grounds. SOPs are filed in appendix B.

Parking, Sidewalk and flatwork

[The front yard drains to the public street and city infrastructure (as historical). The rear yard and parking areas drain to a retention basin for the 100-year 24-hour event. Previously the entire lot drained to the street infrastructure. Maintenance will be per the HOA for the parking lot and pond.]

Any sediment, leaves, debris, spilt fluids or other waste that collects on our parking areas and sidewalks will be carried by runoff to our flood and water quality control system. These solids will fill in our retention system requiring future dredging and cleaning. Also any liquids and dissolved solids can contaminate groundwater.

Landscaping

[Landscaping is standard grass, trees, and shrubs. Front yards drain (as historical) to the public street. Rear yard and parking drain to the retention pond. HOA is responsible for front yard, rear yard and pond maintenance.]

Our landscape operations can result in grass clippings, sticks, branches, dirt, mulch, fertilizers, pesticides and other pollutants to fall or be left on our paved areas. These solids will fill in our retention system requiring future dredging and cleaning. Also any liquids and dissolved solids can contaminate groundwater.

Flood and Water Quality Control System

[Historical runoff to the city is reduced. The flow to the public street is now only the front 1/3 of the lot. All other flows go to the retention basin for the 100 year 24 hour event.]

Our flood and water quality control system includes directing runoff into landscaping swales and open landscaping areas. Directing runoff to our landscape areas is a low impact system intended to trap and treat our urban pollutants on the surface to protect downstream water resources. Our system includes above ground Retention storage, oil/sediment/trash traps and an above ground infiltration system. The infiltration system is design to drain the full 100 years storm for the rear portion of the property. Runoff into the ground required by Clean Water Act regulation. Infiltrating some of our runoff helps keep streams and rivers clean but if we are not careful can contaminate groundwater. Anything we put or allow to be left on our pavements will eventually be carried to our oil/sediment/trash traps and Retention pond infiltration system filling it with sediment and debris increasing maintenance cost. Also by-passing dissolved and liquid pollutants can increase the risk for contaminating groundwater for which we are responsible. In addition, very intense storm events can scour debris and silt from our system and spill to

retention basin. It is important our flood control volume and water quality system is adequately maintained to function properly.

Waste Management

All waste is required to go into dumpster and removed from site.

Good waste management systems, if managed improperly, can become the source of the very pollution it was intended to manage. The lids of our dumpster and trash receptacles are intended to prevent light weight trash carried off by wind and precipitation exposure minimizing liquids that can leak to our pavement and from haul trucks. In addition, our dumpster pad slopes toward our pavement and any leaks can leach into runoff staining our pavement, causing smell and increasing groundwater contamination risk.

Utility System

Our roof top utility system is exposed to our roof drains which drain to our pavements. This heating and air conditioner unit contains oils and other chemicals that can harm groundwater and the retention pond and city system if allowed to drain off our property.

Snow and Ice Removal Management

Salt is a necessary pollutant and is vital to ensuring a safe parking and pedestrian walkways. However, salt and other ice management chemicals if improperly managed will unnecessarily increase our salt impact to our own vegetation and local water resources. Much of the runoff drains to our landscape swales. We need to minimize salt to maintain healthy root systems needed for optimum infiltration rates.

Equipment / Outside Storage

NO outside storage of chemical, oils, etc is allowed.]

Add infrastructure or operations that are unique to this site

No unusual infrastructure or operations are unique to this site.

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.

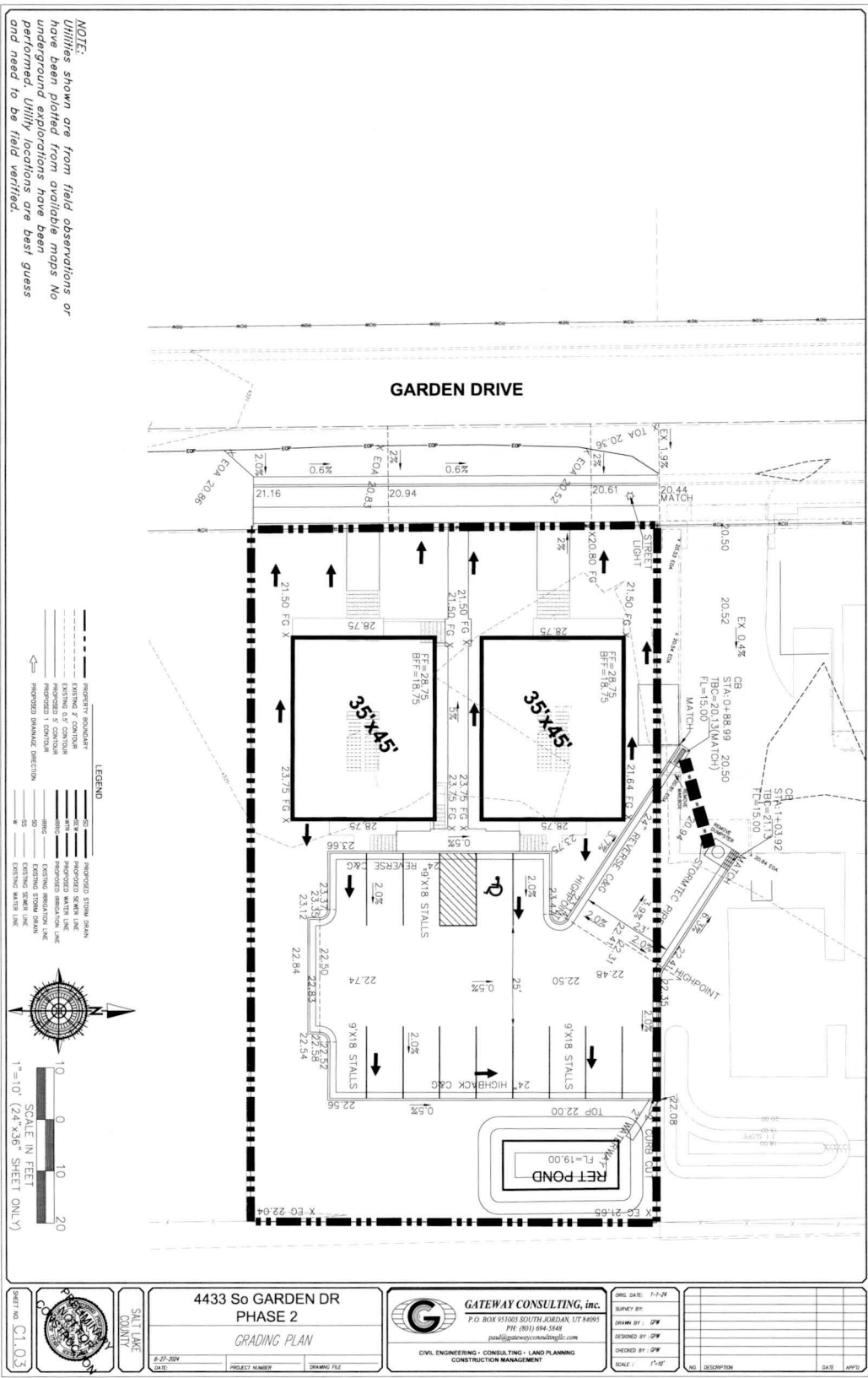
SECTION 3: RECORDKEEPING

Maintain records of operation and maintenance activities in accordance with SOPs.
Mail a copy of the record to NAME OF MUNICIPALITY 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 Sweeping

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:

- a) One of the primary contaminates in the retention basin is organic material.
- b) Any sediment, leaves, debris, spilt fluids or other waste that collects on our parking areas and sidewalks will fill in our landscaping swales, oil/sediment/trash traps and our underground infiltration system increasing our maintenance cost.

2. Regular Procedure:

- a) Remain aware of minor sediment/debris and hand sweep or remove material by other means as needed. Significant deposits will likely collect in autumn with leaf fall and early spring after winter thaw. Usually sweeping machinery is the best tool for this application.
- b) Regularly manage outside activities that spread fugitive debris on our pavements. This involves outside functions including but not limited to: Yard sales, yard storage, fund raisers, etc.
- c) Do not allow car wash fund raiser or other related activities. Detergents will damage water resources and washed pollutants will fill our storm drain system and drain into the ground which we are responsible.

4. Disposal Procedure:

- a) Dispose of hand collected material in dumpster
- b) Use licensed facilities when haul off is necessary

5. Training:

- a) Annually and at hire
- b) Inform staff and service contractors when incorrect SOP implementation is observed.

Landscape Maintenance

General:

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

1. Purpose:

- a) One of the primary contaminants in the retention basin is organic material.
- b) Grass clippings, sticks, branches, dirt, mulch, fertilizers, pesticides and other pollutants will fill our landscaping swales, sediment/trash traps and underground infiltration system requiring future dredging and cleaning increasing our maintenance cost. Removing these debris after they have washed to our flood and water quality system will in very expensive.

2. Maintenance Procedure:

- a) Maintain healthy vegetation root systems. Healthy root systems will help improve permeable soils maintaining more desirable infiltration rates of our landscape areas receiving runoff from our pavements.
- b) Grooming
 - Lawn Mowing – Immediately following operation sweep or blow clippings onto vegetated ground.
 - Fertilizer Operation – Prevent overspray. Sweep or blow granular fertilizer onto vegetated ground immediately following operation.
 - Herbicide Operation – Prevent overspray. Sweep or blow granular herbicide onto vegetated ground immediately following operation.
- c) Remove or contain all erodible or loose material prior forecast wind and precipitation events, before any non-stormwater will pass through the property and at end of work period. Light weight debris and landscape materials can require immediately attention when wind or rain is expected.
- d) Landscape project materials and waste can usually be contained or controlled by operational best management practices.
 - Operational; including but not limited to:
 - Strategic staging of materials eliminating exposure, such as not staging on pavement
 - Avoiding multiple day staging of landscaping backfill and spoil on pavements
 - Haul off spoil as generated and daily
 - Scheduling work when weather forecast are clear.

e) Cleanup:

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

3. Waste Disposal:

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

4. Equipment:

- a) Tools sufficient for proper containment of pollutants and removal.

5. Training:

- a) Annually and at hire
- b) Inform staff and service contractors when incorrect SOP implementation is observed.
- c) Landscape Service Contractors must use equal or better SOPs.

Waste Management

General:

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

1. Purpose:

- a) Trash can easily blow out of our dumpster and trash receptacles.
- b) Liquids can leak from our dumpster polluting waterways, subsurface soils, stain our pavement and cause smell.

2. Procedure:

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

3. Waste Disposal Restrictions for all waste Scheduled for the LOCAL LANDFILL FACILITY:

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

Generally the waste prohibited by the LOCAL LANDFILL FACILITY is: List local prohibitions: ...

- STANDARD PROHIBITIONS
-
-
-
-

-
-

(provide local landfill facility contacts).

4. Training:

- Annually and at hire
- Inform staff and service contractors when incorrect SOP implementation is observed.

Flood and Water Quality System

General:

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

1. Purpose:

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

2. Inspections:

- a) Inspect oil/sediment/trash trap. Remove any floating trash at each inspection interval with rake or other means. Remove sediments accumulations when 2" and more. Removed oil accumulations with the heavy sediment unless oil amounts are excessive. Oil can also be removed with absorbent materials but sediments will require vacuum operated machinery.
- b) Inspect oil/sediment/trash trap for mosquito larvae. Contact the SALT LAKE COUNTY MOSQUITO ABATMENT DISTRICT when necessary.
- c) Inspect underground infiltration system for water. Water should not remain for more than 48 hours. Contact an engineer or equal industry with adequate knowledge when water is not draining.
- d) Inspect underground infiltration system for sediment accumulations. Remove sediment and debris accumulation when volume capacities drop below 90%. Removal will require hydro-vacuum machinery.
- e) Inspect for sediment accumulations in above ground detention and retention infrastructure. Remove sediment and debris accumulation when volume capacities drop below 90%.
- f) Inspect low impact flood control swale and landscape area infrastructure for sediment accumulation. Remove sediment accumulation when volume capacities drop below 90%.
- g) Inspect low impact flood control swale and landscape area for adequate drainage and vegetation coverage. Poor drainage can be improved by maintaining healthy plant root systems.

- h) Regularly remove trash and debris from above ground detention/retention and low impact flood control swale and landscape infrastructure. Remove accumulations with regular grooming operations.

2. Disposal Procedure:

- a) Remove and dispose sediment and debris at licensed facilities. Also dry waste can be disposed in your dumpster as permitted by the LOCAL LANDFILL FACILITY.
- b) Disposal of hazardous waste
 - 1. Dispose of hazardous waste at regulated disposal facilities. Follow SDS Sheets. Also see Waste Management and Spill Control SOP

3. Training:

- a) Annually and at hire
- b) Inform staff and service contractors when incorrect SOP implementation is observed.

Pavement Washing

General:

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

1. Purpose:

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

2. Procedure:

- a) Prevent waste fluids and any detergents if used from entering 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 following by pavement washing when desired or necessary.

3. Disposal Procedure:

- a) Small volumes of diluted washing waste can usually be drained to the local sanitary sewer. Contact the MT. OLYMPUS SEWER DISTRICT.
- b) Large volumes must be disposed at regulated facilities.

4. Pavement Cleaning Frequency:

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

5. Training:

- a) Annually and at hire

- b) Inform staff and service contractors when incorrect SOP implementation is observed.

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. Purpose:

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

2. De-Icing Procedure:

- a) Do not store or allow salt or equivalent to be stored on outside paved surfaces.
- b) Minimize salt use by varying 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 stronger this SOP and their company SOPs.

General Construction Maintenance

General:

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

1. Purpose:

- a) Any sediment, debris, or construction waste will fill in our landscaping swales, sediment/trash traps and our underground infiltration system increasing our maintenance cost.

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 and runoff events. Many times daily maintenance is necessary or as needed per random, 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 shovel and broom.

- Wet methods are allowed if wastewater is prevented from entering the stormwater system, e.g. wet/dry vacuum, disposal to our landscaped areas.
- e) Cleanup Standard:
 - When a broom and a square nosed shovel cannot pick any appreciable amount of material.

3. Waste Disposal:

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

4. Equipment:

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

5. Training:

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

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. Purpose:

- a) Spilt liquids and solids will reach our low impact flood control landscaping areas, oil/sediment/trash traps and infiltration system potentially contaminating groundwater which we are responsible.
- b) It is vital we contain all spills on the surface. Spills reaching our underground flood control storage system can result in expensive spill mitigation, including potential tear out and replacement.

2. Containment Procedure:

- a) Priority is to dam and contain flowing spills.
- b) Use spill kits booms if available or any material available to stop flowing liquids; including but not limited to, nearby sand, dirt, landscaping materials, etc.
- c) Hazardous or unknown waste material spills
 1. Critical Emergency constitutes large quantities of flowing uncontained liquid that people at risk or reach storm drain systems. Generally burst or tipped tanks and containment is still critical. Call HAZMAT, DWQ, MILLCREEK HEALTH DEPARTMENT, City.
Also report spills to DWQ of quantities of 25 gallons and more and when the spill of lesser quantity causes a sheen on downstream water bodies
 2. Minor Emergency constitutes a spill that is no longer flowing but has reached a storm drain and adequate cleanup is still critical. Call SLVHD, City
 3. Spills that are contained on the surface, typically do not meet the criteria for Critical and Minor Emergencies and may be managed by the responsible implementation of this SOP.
 4. Contact Numbers:
HAZMAT - 911
DWQ – 801-231-1769, 801-536-4123, 801-536-4300
MILLCREEK HEALTH DEPARTMENT AND # 385-468-4100
City – MILLCREET CITY #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 or vacuum machinery. See Pavement Washing SOP.
 - Repeat process when residue material remains.

4. DISPOSAL:

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

5. Documentation:

- a) Document all spills in Appendix C.

6. SDS sheets:

- a) SDS Manual is filed in break room.

7. Materials:

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

8. Training:

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

APPENDIX C – PLAN RECORDKEEPING DOCUMENTS

[Insert PLAN Recordkeeping forms following this page]

