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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
04/20/2018 12:47 PM
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DEP RTT REC'D FOR CLINTON CITY

When recorded, mail to:

HB Properties, LC
2280 S Main Street
Salt Lake City UT 84115

Affects Parcel No(s): 143520007

LONG TERM STORMWATER MANAGEMENT AGREEMENT

This Long Term Stormwater Management Agreement ("Agreement") is made and entered into this 2nd day of April, 2018, by and between Clinton City, a Utah municipal corporation ("City"), and HB Properties LC, a Utah Limited Liability Partnership ("Owner").

RECITALS

WHEREAS, the City is authorized and required to regulate and control the disposition of storm and surface waters within the MS4, as set forth in the Clinton City Stormwater Ordinance, 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; and

WHEREAS, in order to accommodate and regulate these anticipated changes in existing storm and surface water flow conditions, the Owner is required 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, ("Long Term Stormwater Management Plan") more particularly shown in Exhibit "B" on file with the City Recorder 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 Long Term Stormwater Management Plan and,

NOW, THEREFORE, in consideration of the benefits received and to be received by the Owner, its successors and assigns, as a result of the City's approval of the Long Term Stormwater Management 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 system and appurtenance 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 MS4 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 30th 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 not less than three business days to the Owner. 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 on the County Tax Assessor.

Section 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 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, after due notice of deficiencies as provided in Section 5 and failure to cure, then, upon Owner's failure to cure or correct within thirty days following a second notice delivered to Owner, the City may issue a Citation punishable as a Misdemeanor in addition to any State or EPA fine. The City may also give written notice that the facility storm drain connection will be disconnected. Any damage resulting from the disconnection is subject to the foregoing cure periods. 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, 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. After said thirty (30) days, such amount shall be deemed delinquent and shall be subject to interest at the rate of ten percent (10%) per annum. Owner shall also be liable for any collection costs, including attorneys' fees and court costs, incurred by the City in collection of delinquent payments.

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 Davis County, Utah.

Section 12

Indemnification. This Agreement imposes no liability of any kind whatsoever on the City, and the Owner agrees to hold the City harmless from any liability in the event the Stormwater Facilities fail to operate properly. The Owner shall indemnify and hold the City harmless for any and all damages, accidents, casualties, occurrences, or claims which might arise or be asserted against the City from failure of Owner to comply with its obligations under this agreement relating to the Stormwater Facilities.

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 Davis 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. The Long Term Stormwater Management Plan (LTSWMP) must adapt to change in good judgment when site conditions and operations change and when existing programs are ineffective. Exhibit B will not be filed with the agreement at County Recorder but is included by reference and kept on file with the City Recorder. Revision applications must be filed with the City and amended into the LTSWMP on file with the Clinton City recorder.

LONG TERM STORMWATER MANAGEMENT PLAN AGREEMENT

SO AGREED this 2nd day of April 2018.

PROPERTY OWNER

By: David M. Williams Title: Member

By: _____ Title: _____

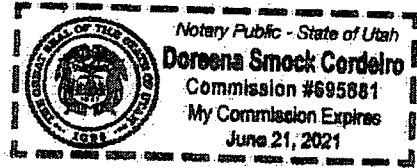
STATE OF UTAH)

:ss.

COUNTY OF)

The above instrument was acknowledged before me by David M Williams this 2nd day of April, 2018.

Doreena Smock Cordero
Notary Public
Residing in: Salt Lake City, UT
My commission expires: 6.21.2021



CLINTON CITY

By: L. Mitch Adams Date: 4/18/18
Mayor

Attest: [Signature]
City Recorder
CORPORATE SEAL
CLINTON CITY
DAVIS COUNTY UT.

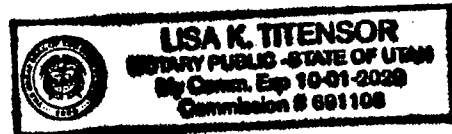
STATE OF UTAH)

:ss.

COUNTY OF)

The above instrument was acknowledged before me by L. Mitch Adams this 18 day of April, 2018.

Lisa K Titensor
Notary Public
Residing in: Davis County
My commission expires: 10/1/2020



pcmp _____

Attachments:

Exhibit A: Legal Description

Exhibit B: Long Term Stormwater Management Plan; Filed with CLINTON City
Recorder

EXHIBIT A

Parcel 1:

Lot 7, Clinton Pines Subdivision Phase 2, according to the official plat thereof, as recorded in the office of the Davis County Recorder.

Parcel 2:

Access Easement by and between Wal-Mart Real Estate Business Trust, a Delaware statutory trust and NovaSource Utah, L.C., a Utah limited liability company recorded January 23, 2004 as Entry No. 1955713 in Book 3461 at Page 408 of Official Records.

Parcel 3:

License Agreement by and between America First Federal Credit Union and NovaSource Utah, L.C., a Utah limited liability company recorded January 27, 2004 as Entry No. 1956793 in Book 3463 at Page 1081 of Official Records.

EXHIBIT A

Parcel 1:

Lot 7, Clinton Pines Subdivision Phase 2, according to the official plat thereof, as recorded in the office of the Davis County Recorder

EXHIBIT B

Long Term Stormwater Management Plan

for:

HB Properties LC – Clinton Burger King
1688 N 2000 W
Clinton, UT 84015

PURPOSE AND RESPONSIBILITY

As required by the Clean Water Act and resultant local regulations, including Clinton City's Municipal Separate Storm Sewer Systems (MS4) Permit, those who develop land are required to build and maintain systems to minimize contaminants in runoff and litter 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 or generated on the property. Any other activities or site operations at this property, that contaminate water entering the City's stormwater system must be prohibited, unless SOPs are written to manage those activities or operations, and this plan is amended to include those SOPs.

CONTENTS

SECTION 1: SITE DESCRIPTION AND USE
SECTION 2: SITE OPERATIONS
SECTION 3: TRAINING
SECTION 4: RECORDKEEPING
SECTION 5 APPENDICES

SECTION 1: SITE DESCRIPTION AND USE

HB Properties LC provides restaurant services. The site has approximately .71 acres of impervious surface generating runoff. Current regulation requires runoff to remain free of pollutants and it also requires us to prevent debris and trash from being carried off by wind. Debris will inherently collect on our surfaces and our maintenance operations can generate other waste and pollutants that can be carried away by runoff and wind. It is our responsibility to control and contain all pollutants generated on our property hereby protecting and improving the quality of life for our community.

The following is the information all of us need to understand for adequate maintenance and our operations that are exposed to the weather.

The drawings describing the infrastructure are included in Appendix A.

The SOPs necessary to manage this site are filed in Appendix B.

The inspection and training logs are filed in Appendix C.

SECTION 2: SITE OPERATIONS

Maintenance and site operations exposed to MS4 Stormwater Systems	Sediment	Nutrients	Heavy Metals	pH (acids and bases)	Pesticides & Herbicides	Oil & Grease	Bacteria & Viruses	Trash, Debris, Solids	Other pollutant	Notes
Spill Control Operations		X		X	X	X		X		
Landscaping Maintenance Operations	X	X			X	X		X		
Waste Management Operations		X				X	X	X		
Stormwater Systems and Maintenance Operations	X	X			X	X		X	X	
Parking and other Paved Areas and Maintenance Operations	X					X		X		
Building Utility Systems and Maintenance Operations										
Inventory and Storage Operations										
Equipment Storage Operations										
Outdoor Activities(tent sales, fund raisers etc.)										

SECTION 3: TRAINING

Ensure that all employees and subcontractors know and understand the SOPs specifically written to manage the property. File all training records in Appendix C.

SECTION 4: RECORDKEEPING

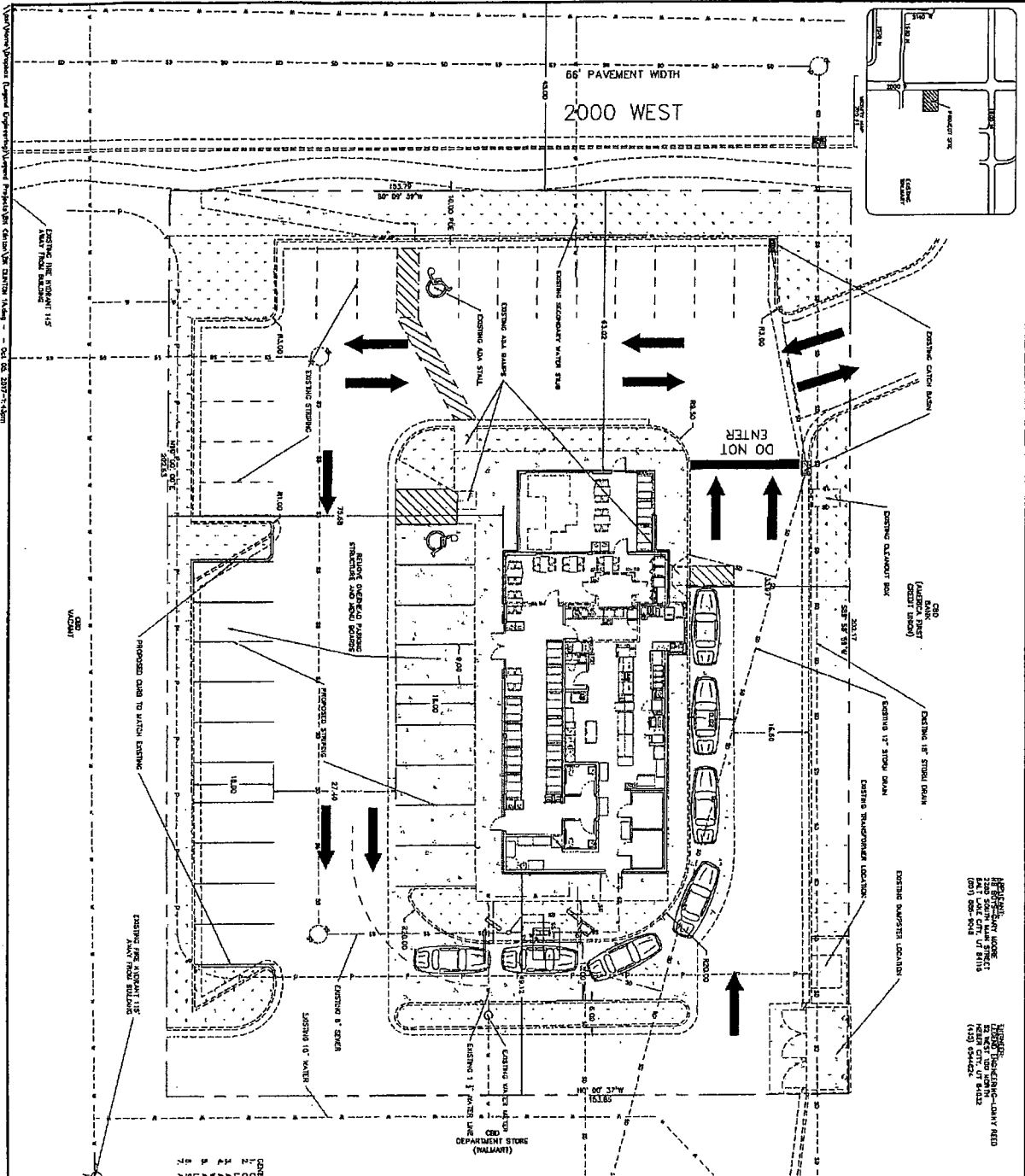
Maintain records of operation activities in accordance with SOPs.

Mail a copy of the record to CLINTON CITY annually.

SECTION 5: APPENDICES

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

APPENDIX A – SITE DRAWINGS AND DETAILS



CONTRACT NOTES

1. CONTRACTOR TO VERIFY EXISTING UTILITIES FROM TO CONSTRUCTION.
2. CONTRACTOR TO VERIFY EXISTING UTILITIES FROM TO CONSTRUCTION.
3. CONTRACTOR TO VERIFY EXISTING UTILITIES FROM TO CONSTRUCTION.
4. ALL PROPOSED UTILITIES TO BE SHOWN AS A SEPARATE SET OF DRAWINGS.
5. ALL PROPOSED UTILITIES TO BE SHOWN AS A SEPARATE SET OF DRAWINGS.
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9. ALL PROPOSED UTILITIES TO BE SHOWN AS A SEPARATE SET OF DRAWINGS.
10. ALL PROPOSED UTILITIES TO BE SHOWN AS A SEPARATE SET OF DRAWINGS.

LEGEND

LOT LINE PROPERTY
EXISTING CURB AND GUTTER
PROPOSED SIDE AND DRIVE

TOP OF ASPHALT
TOP SURF OF CURB
FINISHED GRADE
FINISHED FLOOR ELEVATION
BASE OF SIDEWALK
LANDSCAPE AREA
CONCRETE AREA
ASPHALT AREA

LEGEND ENGINEERING

65 WEST 100 NORTH
SALT LAKE CITY, UTAH 84119
PHONE: 435-454-4888
FAX: 435-454-4889

APPENDIX B – SOPs

	Standard Operating Procedure - HB Properties Burger King Post Construction Store Water Control: General Site Maintenance	SOP Number 1	Issue Date: 4/6/2018
Targeted Pollutants: Oil & Grease, Trash and Debris			
<i>General: This SOP is not expected to cover all necessary procedure actions. This SOP is allowed to be changed in good judgment when it is necessary for safety and the proper & effective containment of pollutants. Any changes of routine operations must be amended in this SOP</i>			
Rule: Proper maintenance of the site can aid in keeping trash, debris and oil and grease from entering the storm water system of the site.			
<ol style="list-style-type: none">1. Inventory: HB Properties includes a Burger King Restaurant. All of the main entries have trash receptacles outside.2. Routine Maintenance Description: All outdoor trash receptacles shall be emptied on a daily basis. Parking lots and areas where debris and trash regularly accumulate shall be walked every day in order to pick up any accumulating trash and debris.3. Schedule of Maintenance: Daily emptying of trash receptacles and walking or parking areas.4. Inspection Schedule and Report: Inspections shall be tracked on a daily tracking sheet and filed monthly for record.5. Training: Review this SOP with maintenance staff yearly and as needed for newly hired personnel.			

	Standard Operating Procedure - HB Properties Burger King Post Construction Store Water Control: Landscape Maintenance Operations	SOP Number 2	Issue Date: 4/6/2018
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Targeted Pollutants: Sediment, Nutrients, Pesticides & Herbicides, Oil & Grease.

General: This SOP is not expected to cover all necessary procedure actions. This SOP is allowed to be changed in good judgment when it is necessary for safety and the proper & effective containment of pollutants. Any changes of routine operations must be amended in this SOP

Rule: Proper maintenance of landscaping and application of fertilizers and herbicides will aid in the prevention of runoff of nitrates and phosphates, sediment, herbicides, and oils and greases into the storm drain system and regional waterways.

- 1. Inventory:** Roughly 18% of the HB Properties site is currently landscaped area consisting of trees, shrubs, planters and grass turf.
- 2. Routine Maintenance Description:** Along with typical routing landscape maintenance which consists of regular mowing, weeding and planting of planter areas with annuals and rebarking those areas, care must be taken to apply pesticides, herbicides and fertilizers in a careful and responsible manner. No more of any of these substances should be applied than is recommended by the manufacturer and care should be taken to avoid spills of any of these substances. MSDS sheets for all these substances shall be kept on hand in the maintenance facility to allow for proper reference with regard to application and cleanup of any spills that may occur. Maintenance of lawn and planter areas will help prevent soil from migrating either via water or wind. Proper watering is also important to maintain these characteristics but overwatering can facilitate transport of the exact pollutants targeted by these measures. Seasonal adjustments to prevent overwatering shall be employed to prevent pollutant transport. In addition to these measures proper maintenance of maintenance vehicles such as trucks, mowers and plowing equipment is important to prevent the loss of grease and oils into the storm drain system.
- 3. Schedule of Maintenance:** Equipment shall be properly maintained on a consistent schedule in accordance with the manufacturers recommendations. Landscape maintenance shall proceed in order to maintain healthy landscapes that facilitate filtration of storm water. Application of pesticides, herbicides and fertilizers shall be only as required and at not greater frequency that the manufacturer recommends.
- 4. Inspection Schedule and Report:** Inspection of Landscaping and Landscape maintenance procedures shall be done seasonally at least four times per year by the Landscape Maintenance Supervisor. Any recommended changes shall be noted in a report and filed away for record purposes.
- 5. Training:** Review this SOP with maintenance staff yearly and as needed for newly hired personnel.

	Standard Operating Procedure - HB Properties Burger King Post Construction Store Water Control: Waste Management	SOP Number 3	Issue Date: 4/6/2018
Targeted Pollutants: Nutrients, Oil & Grease, Bacteria and Viruses, Trash & Debris			
<i>General: This SOP is not expected to cover all necessary procedure actions. This SOP is allowed to be changed in good judgment when it is necessary for safety and the proper & effective containment of pollutants. Any changes of routine operations must be amended in this SOP</i>			
<p>Rule: Proper maintenance dumpsters and enclosures will aid in the prevention of Nutrients, Oils and Greases, Viruses and Trash and Debris from entering the storm drain system.</p>			
<p>1. Inventory: HB Properties is a Burger King restaurant and has a dumpster and enclosure. The units are shielded from the weather unless loading is in progress. This will virtually eliminate the potential for debris escaping during operation. Care should also be taken during pickup of the dumpster to ensure that no liquids are allowed to spill from the containment unit and that containment unit generally have a tight seal with no wear and tear.</p>			
<p>2. Routine Maintenance Description: Each dumpster and compactor shall be inspected daily to ensure that no trash or debris is spilling from the units due to overloading. Weekly checks for leakage of liquids such as greases and oils shall be made, and if found the source should be identified and the cause of the leakage rectified. Maintenance of these units shall be per the manufacturers recommendations, but may include lubrication of the moving parts, application of paint, and welding or repair of seams in the containment unit.</p>			
<p>3. Schedule of Maintenance: Maintenance mentioned above shall be performed at the regularly recommended interval of the manufacturer or yearly, whichever is less. If regular inspection of the units reveals that trash is being contained and none of the above targeted pollutants are being lost from the operation, the interval may be adjusted to allow for an effective maintenance interval which prevents loss of these target pollutants. Maintenance schedule shall be adjusted to accommodate the age of the compactor/dumpster units.</p>			
<p>4. Inspection Schedule and Report: Inspect weekly and maintain a log of inspections which shall be kept on file.</p>			
<p>5. Training: Review this SOP with maintenance staff yearly and as needed for newly hired personnel.</p>			

	Standard Operating Procedure - HB Properties Burger King Post Construction Store Water Control: Storm water Systems Maintenance	SOP Number 4	Issue Date: 4/6/2018
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Targeted Pollutants: Nutrients, Pesticides and Herbicides, Oil & Grease, Trash & Debris, Other Pollutants

General: This SOP is not expected to cover all necessary procedure actions. This SOP is allowed to be changed in good judgment when it is necessary for safety and the proper & effective containment of pollutants. Any changes of routine operations must be amended in this SOP

Rule: Proper maintenance of the storm drain system can aid in preventing the runoff of sediments, oil and grease and trash and debris from the site.

1. Inventory: There are two catch basins and/or inlet boxes on the HB Properties site.

2. Routine Maintenance Description: Catch basins and inlet grates need to be kept free from debris and the interiors of catch basins; inlet boxes need to be kept free from debris and sediment to function properly. Cleaning of these boxes can be accomplished in a number of ways but regular removal of sediment and debris is likely best accomplished with a vac truck. In cases where a vac truck can't be used sediment can be removed manually with a shovel or other device.

3 Schedule of Maintenance: Catch basins and inlet boxes shall be checked for debris once a month and cleared of debris as debris accumulates. Catch basins, inlet boxes shall be checked for sediment and have sediment removed yearly at a minimum unless it becomes obvious that sediment is accumulating to the flow line of the pipes in the storm drain system faster than that. At no time shall the level of the sediment be allowed to build up above the flow line of the pipes. Similarly if regularly performed inspection schedules show sediment buildup is slower than anticipated the cleaning schedule may be adjusted to accommodate the necessary frequency.

4. Inspection Schedule and Report: A monthly inspection of all catch basins and inlet boxes shall be maintained with a year end summary of the condition of the storm drain system. The year end system evaluation shall coincide with the end of sanding and salting season and occur prior to spring storms so that the storm drain can function free from sediment throughout the spring, summer and fall.

5. Training: Review this SOP with maintenance staff yearly and as needed for newly hired personnel.

	Standard Operating Procedure - HB Properties Burger King Post Construction Store Water Control: Parking and Pave Areas Maintenance	SOP Number 5	Issue Date: 4/6/2018
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Targeted Pollutants: Sediment, Oil & Grease, Trash & Debris

General: This SOP is not expected to cover all necessary procedure actions. This SOP is allowed to be changed in good judgment when it is necessary for safety and the proper & effective containment of pollutants. Any changes of routine operations must be amended in this SOP

Rule: Proper maintenance and care of the parking lots and curbs and gutters will allow for a reduced sediment, trash and debris load and limited introduction of oils and greases.

1. **Inventory:** HB Properties has a parking lot constituting 35 stalls and their associated access and drive aisles.
2. **Routine Maintenance Description:** Lot should be swept yearly at a minimum to prevent buildup of sediment. While daily checks of the parking areas for trash and debris should greatly reduce the amount of accumulated debris in the parking areas sweeping is the only maintenance item that will prevent buildup of sediment in curbs and gutters. Parking lots are designed to 'self scour' but periodic sweeping of the lots will prevent migration of the sediment into the storm drain and local waters. If sediment can be intercepted before it enters the storm drain it will be far easier to remove from the site. Sanding and salting materials tend to build up over the winter and get left behind by melting snow piles where snow storage occurs. Due to this and simple buildup of blown in dust and debris over the course of the year, a spring sweeping once all snow on site has melted is recommended. Typical truck mounted street sweeping equipment is acceptable for use and is likely the most economical method for sediment and debris pickup, although manual removal of debris from corners where equipment cannot reach may also be required. Reduction of oil and grease pollutants from cars may be difficult in visitor areas but may be more feasible in areas utilized by staff. A periodic memo to the staff to encourage proper maintenance of their personal vehicles to eliminate oil leaks will go a long way towards reduction of oil and grease pollutants sourced in the parking areas.
3. **Schedule of Maintenance:** Yearly or as needed. Some consideration of the periodic pavement maintenance needed for the lots should also be considered so as to not sweep twice in one year.
4. **Inspection Schedule and Report:** Yearly inspection of the parking lot and associated drive aisles with report shall be filed for record purposes. If the schedule of maintenance needs to be increased or decreased, document the rational behind such schedule changes in the yearly inspection reports.
5. **Training:** Review this SOP with maintenance staff yearly and as needed for newly hired personnel.

	Standard Operating Procedure - HB Properties Burger King Post Construction Store Water Control: Spill Clean Up	SOP Number 6	Issue Date: 4/6/2018
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Targeted Pollutants: Sediment, Oil & Grease, Trash & Debris

General: This SOP is not expected to cover all necessary procedure actions. This SOP is allowed to be changed in good judgment when it is necessary for safety and the proper & effective containment of pollutants. Any changes of routine operations must be amended in this SOP

Rule: Spills while likely rare in nature can allow high levels of pollutants to enter the storm drain system. Proper identification of and cleanup of these spills will aid in the prevention of these targeted pollutants from entering the storm drain system and adversely affecting downstream waterways.

- 1. Inventory:** All materials that are "spillable" that have an MSDS sheet shall have one on file. These items might include hydrocarbons like gasoline for mowers and snow removal equipment, cleaning products, liquid or powdered fertilizers, herbicides and pesticides.
- 2. Routine Maintenance Description:** Since the nature of spills is that they are periodic the only regular maintenance item is to have proper cleanup supplies on hand. These supplies should be regularly inventoried. Consult the MSDS sheets for proper cleanup procedures for all "spillable" items that will be used outside and stock enough clean up product to clean up at least two spills of the largest anticipated size. Replace the necessary and proper clean up products at once upon their use to secure and clean up a spill.
- 3. Schedule of Maintenance:** A yearly inventory of all "spillable" items and their proper cleanup equipment according to the MSDS sheets shall be conducted and logged.
- 4. Inspection Schedule and Report:** Log the inspection of all cleanup material necessary once per year and keep an incident report for all spills outside that threaten to enter the storm water system. Review these reports at the yearly training for maintenance staff.
- 5. Training:** Review this SOP with maintenance staff yearly and as needed for newly hired personnel.

APPENDIX C – PLAN RECORDKEEPING DOCUMENTS

Annual SOP Training

SOP #	SOP	Trainer	Employees Trained / Service Contractors Informed of SOP	Date