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RASHELLE HOBBS  
RECORDER, SALT LAKE COUNTY, UTAH  
CITY OF DRAPER  
1020 E PIONEER RD  
DRAPER UT 84020  
BY: STA, DEPUTY - MA 36 P.

When recorded, mail to:

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

28-29-310-007-0000  
28-29-310-023-000

Affects Parcel No(s): \_\_\_\_\_

**STORMWATER POLLUTION PREVENTION MAINTENANCE AGREEMENT**

This Stormwater Pollution Prevention Maintenance Agreement ("Agreement") is made and entered into this 15 day of OCTOBER, 2019, by and between Draper City, a Utah municipal corporation ("City"), and ARP ENTERPRISE, a OWNER/ DEVELOPER ("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 on-site stormwater management facility; and

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

WHEREAS, the Stormwater Facilities are more particularly described and shown in the final site plan or subdivision approved for the Property and related engineering drawings, and any amendments thereto, which plans and drawings are on file with the City and are hereby incorporated herein by this reference ("Development Plan"); and

WHEREAS, 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

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 15 day of OCTOBER 2019.

**PROPERTY OWNER**

By: ARP ENTERPRISE Title: OWNER/ DEVELOPER

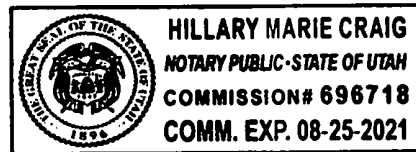
By: [Signature] Title: \_\_\_\_\_

STATE OF UTAH )

COUNTY OF \_\_\_\_\_ )  
:ss.

The above instrument was acknowledged before me by Andrew Parcell, this 15 day of October, 2019.

Hillary Marie Craig  
Notary Public  
Residing in: Salt Lake County  
My commission expires: 9/25/2021



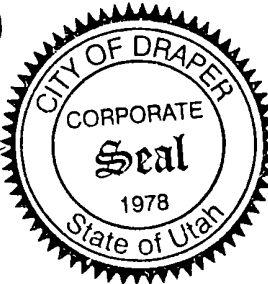
**DRAPER CITY**

By: [Signature] Date: 2/25/2020

**PUBLIC WORKS DIRECTOR** \_\_\_\_\_

Attest: [Signature]  
City Recorder

Approve to form: [Signature]  
City Attorney



**Attachments:**

**Exhibit A: Plat and Legal Description**

**Exhibit B: Stormwater Maintenance and Preservation Plan**

**EXHIBIT A:**

**Parcel 28293100070000 Legal description**

**LOT 3 BLK 12 DRAPERVILLE 7155-1956 8759-3729 9204-1643 9204-1644 9392-9357**

**Parcel 28293100230000 Legal description**

**BEG N 49.5 FT FR SE COR LOT 1, BLK 12, DRAPERVILLE; N 112 FT; W 179 FT TO FENCE, M OR L; N 53 FT; W 2.5 FT; N 82.5 FT; W 115.5 FT; S 297 FT; E 203 FT; N 49.5 FT; E 94 FT TO BEG.  
LESS & EXCEPTING BEG 49.5 FT N FR SE COR LOT 1, BLK 12, DRAPERVILLE; N 112 FT; W 179 FT; N 53 FT; W 2.5 FT; S 214.5 FT; E 87.5 FT; N 49.5 FT; E 94 FT TO BEG.  
7279-2134 8268-5535 8932-3778 9346-9160 9613-8459**

## EXHIBIT A

### Draperville

#### **Parcel 28293100070000 Legal description**

LOT 3 BLK 12 DRAPERVILLE 7155-1956 8759-3729 9204-1643  
9204-1644 9392-9357

&

### Draperville

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49.5 FT; E 94 FT TO BEG. 7279-2134 8268-5535 8932-3778  
9346-9160 9613-8459



## EXHIBIT B

### Long Term Stormwater Management Plan

for:

Draper Cove  
839 E Pioneer Road  
Draper, Ut, 84020  
28-29-3100-007-0000  
&  
857 E Pioneer Road  
Draper, Ut, 84020  
28-29-310-023-000

## **PURPOSE AND RESPONSIBILITY**

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

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

## **CONTENTS**

**SECTION 1: SITE DESCRIPTION, USE AND IMPACT**

**SECTION 2: TRAINING**

**SECTION 3: RECORDKEEPING**

**SECTION 4: APPENDICES**

## **SECTION 1: SITE DESCRIPTION, USE AND IMPACT**

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

### **Instructions:**

- Describe site infrastructure, structural controls and any low impact development designs(LIDs) necessary to control and contain pollutants. Identify the limitations of the infrastructure at controlling and containing pollutants. It is important the Operator, staff, service contractors and anyone else involved in onsite operations and activities understand the unique exposures, operations and infrastructure which impact the storm drain systems.
- Describe both business operations and maintenance activities that generate pollutants.
- Briefly identify the need for SOPs that are necessary to compensate for the limitations of the site infrastructure and operations. Create SOPs to manage the site functions, and maintenance operations. Include the SOPs in Appendix B.
- Refer to the LTSWMP example provided as a separate download to create the site descriptions required in this Section.
- Generally most sites will have the following infrastructure listed in this Section,

### **Impervious Areas, Parking, Sidewalk and Patio**

The site is 80% impervious surface, primarily asphalt and some concrete walkways, slopes gradually to the center of the development to the catch basins. While the roof drainage collects from 6" roof drains and is and any sediment, debris, fluids or other waste left or that collect on it will be carried by runoff to our

storm drain inlets. This waste material will settle in our storm drain system increasing maintenance. Maintenance involves regular sweeping, detention chambers but it can also involve pavement washing to remove stains, slick spots and appearance when necessary. The Sweeping and the Pavement Washing SOPs are used to manage the pollutants associated with pavements.

### **Storm Drain System**

Stormwater catch basins are located throughout the property away from daily operations. It also provides a significant distance to mobilize containment in the event of a spill. The inlets direct to our on site detention chambers. The roof drainage system connects to 14 individual inlets draining 29,376 square feet of the roof area. The Storm Drain Maintenance SOP is written to control and manage this system.

### **Landscaping**

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

### **Waste Management**

The 6-yard dumpster, and trash receptacles with lids are intended to prevent precipitation exposure minimizing liquids that can leak to pavements and from haul trucks also minimizing the light weight trash exposed to wind. The 8' fences have an additional benefit of trapping loose trash allowing us to pick it up before it will be carried off. Good waste management systems, if managed improperly, can end up as the source of the very pollution that they were intended to control. The Waste Management SOP is written to control and manage our waste.

### **Utility System**

This property has an outside utility area located on roofs that are not exposed to the pavement. The heating and air conditioner units will be RTU. The SDS sheets for the primary liquid R410A and other issues pertaining to this unit are provided in the appendix. Liquids and other waste generated by maintenance of this system can be appropriately managed by the Spill Containment and Cleanup and General Construction and Property Maintenance SOP.

### **Snow and Ice Removal Management**

Salt is a necessary pollutant and is vital to ensuring a safe transportation system. However, the snow removal operations should be properly managed to minimize unnecessary salt impact.



## **SECTION 2: TRAINING**

Ensure that all employees and maintenance contractors know and understand the SOPs specifically written to manage and maintain the property. Maintenance contractors must use the stronger of their Company and the LTSWMP SOPs. File all training records in Appendix C.

## **SECTION 3: RECORDKEEPING**

Maintain records of operation and maintenance activities in accordance with SOPs.

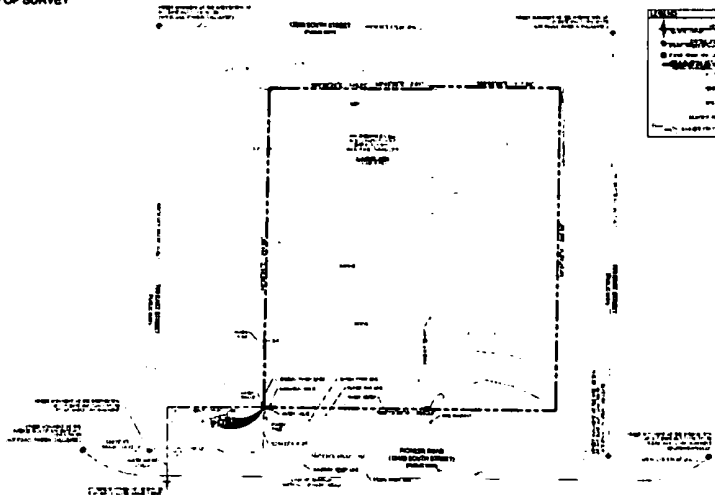
Mail a copy of the record to Draper City annually by July 31<sup>st</sup> of each year.

## **SECTION 4: APPENDICES**

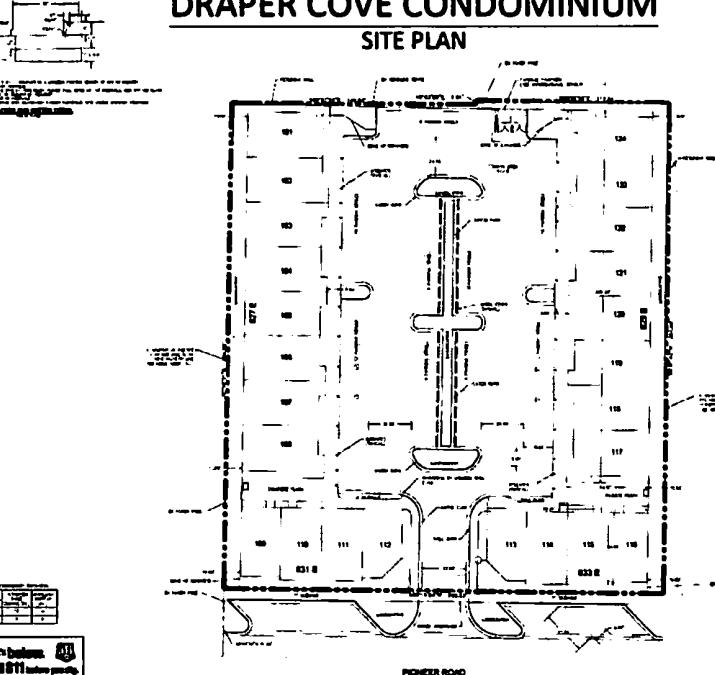
Appendix A- Site Drawings and Details  
Appendix B- SOPs  
Appendix C- Recordkeeping Documents

# APPENDIX A – SITE DRAWINGS AND DETAILS

**ARP ENTERPRISES, LLC PROPERTY**  
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 29,  
TOWNSHIP 3 SOUTH, RANGE 1 EAST,  
SALT LAKE BASE AND MERIDIAN  
RECORD OF SURVEY



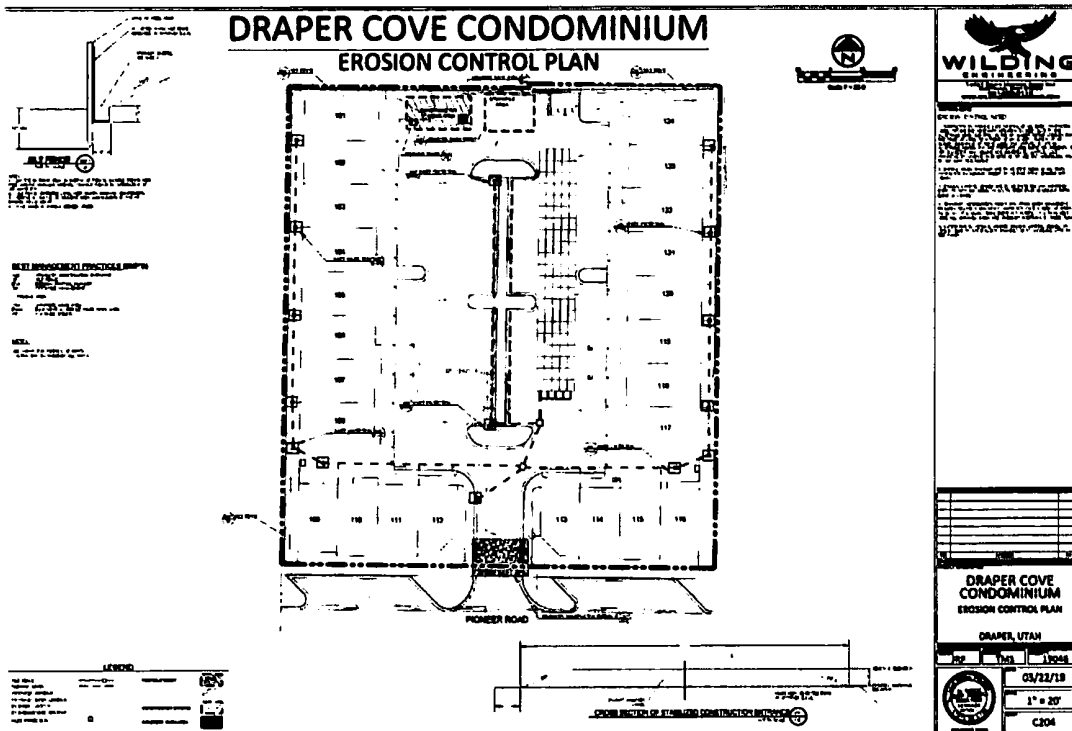
**DRAPER COVE CONDOMINIUM**  
SITE PLAN



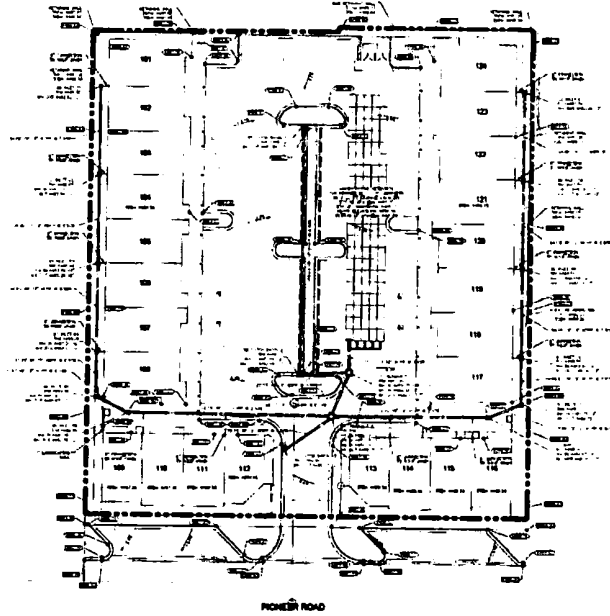
**WILDING ENGINEERING**

**DRAPER COVE CONDOMINIUM**  
SITE PLAN  
GRAPER, UTAH  
05/22/19  
1" = 20'  
CS01





**DRAPER COVE CONDOMINIUM**  
**GRADING AND DRAINAGE PLAN**



DRAPER COVE CONDOMINIUM  
 GRADING AND DRAINAGE PLAN

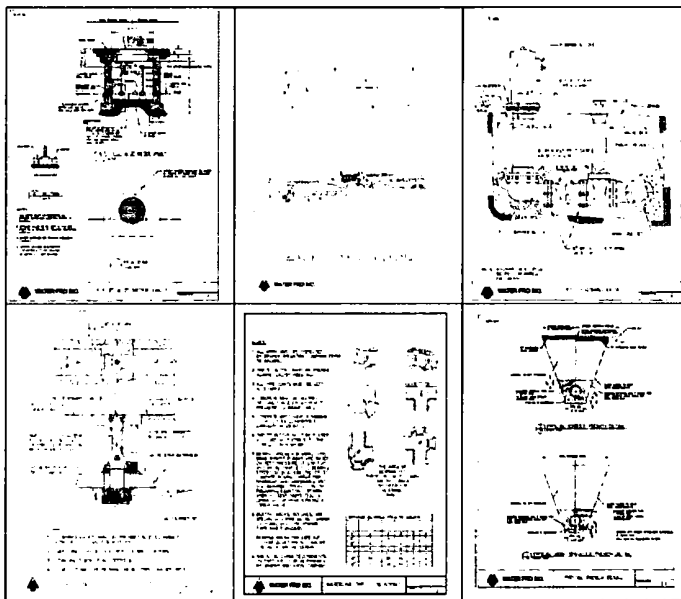

DRAPER COVE CONDOMINIUM  
 GRADING AND DRAINAGE PLAN

DRAPER, UTAH

REV	DATE	BY

05/12/19  
 1" = 20'  
 C203

**DRAPER COVE CONDOMINIUM**  
**DETAILS**



DRAPER COVE CONDOMINIUM  
 DETAILS


DRAPER COVE CONDOMINIUM  
 DETAILS

DRAPER, UTAH

REV	DATE	BY

05/22/19  
 HTS  
 C402

**DRAPER COVE CONDOMINIUM**  
**DETAILS**

The drawing contains several technical details and specifications:

- Top Row:** Three detailed floor plans or sections, each with a 'PLAN' or 'SECTION' label and a reference to 'ST-19'.
- Middle Right:** A 'SECTION OF MACHINERY WALL ELEVATION' showing a vertical wall structure.
- Bottom Row:** A technical specification for a 'STORMWATER CHAMBER' with a '7DS' logo. It includes a list of materials and dimensions, accompanied by a cross-sectional diagram of the chamber.
- Bottom Left:** A detail showing a 'SECTION OF MACHINERY WALL ELEVATION' with a 'ST-21' reference.

**WILDING**  
ENGINEERING  
ARCHITECTURE  
PLANNING

DRAPER COVE CONDOMINIUM
DETAILS
DRAPER, UTAH
REV. NO. DATE
1 03/22/19
NTS
C401

## APPENDIX B – 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. Rational:

a) All properties are susceptible to spills whether it is a result of operations or by customers. Insufficient response, inadequate containment materials and improper spill cleanup methods will result in pollutants in our waterways. Once the pollutants reach our storm drain system, or even the detention pond, they are difficult and expensive to remove.

#### 2. Containment Procedure:

- a) Priority is to dam and contain flowing spills.
- b) Use spill kits booms if available or use any material available; including but not limited to, nearby sand, dirt, landscaping materials, etc.
- c) Hazardous or unknown waste emergencies
- 1. Emergency HAZMAT, DWQ, SLVHD, City: Emergency constitutes large quantities of flowing uncontained liquid. Generally burst tanks or tipped tanker type vehicles.
  - 2. Emergency SLVHD, City: Emergency constitutes potential for waste to be carried by water.
  - 3. Contacts:
    - HAZMAT - 911
    - DWQ – 801-231-1769, 801-536-4123
    - SLVHD – 801-580-6681
    - Draper City - 801-576-6347

#### 3. Cleanup Procedure:

- a) NEVER WASH SPILLS TO THE STORM DRAIN SYSTEMS.
- b) As per SDS requirements but generally most spills can be cleaned up according to the following:
- Absorb liquid spills with spill kit absorbent material, sand or dirt until liquid is sufficiently converted to solid material.
  - Remove immediately using dry cleanup methods, e.g. broom and shovel, or vacuum operations.
  - Cleanup with water and detergents may also be necessary depending on the spilled material. However, the waste from this operation must be vacuumed or effectively picked up by dry methods. See Pavement Washing SOP.
  - Repeat process when residue material remains

**4. DISPOSAL:**

- a) Follow SDS requirements but usually most spills can be disposed per the following b. & c.
- b) Generally most spills absorbed into solid forms can be disposed to the dumpster and receptacles. 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 clean up operations. However, it is the responsibility of the Supervisors to select the absorbent materials and cleanup methods that are required by the SDS Manuals.

**8. Training:**

- b) Train staff 1/Year
- c) Material: This SOP

**General Construction and Maintenance**

**General:**

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

—Rule: Prevent any solids, \*liquids or any light weight material from being carried away from the construction or maintenance envelop by wind or water.  
\*liquids - including culinary water and irrigation water that are polluted with material that will damage the environment.

**1. Application:**

- 2. -a)** This SOP should provide sufficient direction for many of the general operations, e.g., building maintenance, curb/sidewalk/flatwork, chip seal, crack seal, slurry seal, striping/street markers, gravel road maintenance, shouldering, overlay/patching, misc. maintenance/repairs, etc.

**2. Construction Procedure:**

a) Remove or contain all erodible or loose material prior forecast wind and precipitation events or before non-stormwater will pass through the project site. For light weight debris maintenance can require immediately attention for wind events and many times daily maintenance or as needed for precipitation or non stormwater events.

b) Project materials and waste can be contained or controlled by operational or structural best management practices (BMPs).

- 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
- 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. concrete washout, dumpster, receptacles

c) Inspection often to insure the structural BMPs are in good operating condition and at least prior to the workday end. Promptly repair damaged BMPs.

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 approved open spaces

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.

**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.**

**Landscape Maintenance Operations**

**General:**

This SOP is not expected to cover all necessary procedure actions. Operators are allowed to adapt SOPs to unique site conditions in good judgment when it is necessary for safety, and the proper, and effective containment of pollutants. However, any changes of routine operations must be amended in this SOP. Rule: Prevent any solids, liquids or any light weight material from being carried away from the construction or maintenance envelop by wind or water.

**1. Application:**

**A) This SOP should provide sufficient direction for many of the general operations, e.g., fertilizer and pesticide applications, mowing, weeding, tree trimming, digging, sprinkler repairs, mulch management, etc.**

**2. Maintenance Procedure:**

**a) Grooming**

- Lawn Mowing – Immediately following operation sweep or blow clippings onto vegetated ground.
- Fertilizer Operation – Prevent overspray. Immediately following operation sweep or blow fertilizer onto vegetated ground.
- Pesticide Operations – Prevent overspray, use spot treatment. Immediately following operation sweep or blow dry pesticide onto vegetated ground

**b) Remove or contain all erodible or loose material prior forecast wind and precipitation events or before non-stormwater will pass through the project site. For light weight debris maintenance can require immediately attention for wind events and many times daily maintenance or as needed for precipitation or nonstormwater events.**

**c) Landscape project materials and waste can be contained or controlled by operational or structural best management practices (BMPs).**

- Operational; including but not limited to:
  - Strategic staging of materials eliminating exposure, such as not staging on pavement
  - Avoiding multiple day staging of landscaping backfill and spoil
  - Haul off spoil as generated or daily
- Structural; including but not limited to:
  - Inlet protection, e.g. wattles, filter fabric, drop inlet bags, boards, planks
  - Gutter dams, e.g. wattles, sandbags, dirt dams
  - Boundary containment, e.g. wattles, silt fence
  - Dust control, e.g. water hose,

d) Inspection often to insure the structural BMPs are in good operating condition and at least prior to the workday end. Promptly repair damaged BMPs.

e) Cleanup:

- Use dry cleanup methods, e.g. square nose shovel and broom.
- Wet methods are allowed if wastewater is prevented from entering the stormwater system, e.g. wet/dry vacuum, disposal to approved open spaces

f) Cleanup Standard:

- When a broom and a square nosed shovel cannot pick any appreciable amount of material.

### **3. Waste Disposal:**

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

### **4. Equipment:**

a) Tools sufficient for proper containment of pollutants and cleanup.

### **5. Training:**

a) Annually and at hire

b) Landscape Service Contractors must have equal or better.

## **Waste Management Operations**

General:

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

### **1. Application:**

a) This SOP is intended for all Staff, for the proper disposal of common everyday waste.

### **2. Waste Collection Devices (Exposed units):**

- a) The site has 2 types of waste management containers.
- 6yd dumpsters with lids
  - Receptacles with lids

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

a) Generally most waste generated at this facility, and waste from spill and clean up operations can be disposed in our dumpsters under the conditions listed in this SOP. Unless other disposal requirements are specifically identified by the product SDS or otherwise specified in other SOPs.

b) Know the facility disposal requirements and restrictions. It should not be



assumed that all waste disposed in collection devices will be disposed at the Trans-Jordan Landfill.

c) Review Trans-Jordan Landfill regulations for additional restrictions and understand what waste is prohibited in the Trans-Jordan Landfill. Ensure the SDS and Trans-Jordan Landfill regulations are not contradictory.

Generally the prohibited waste is:

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

(Generally, all the above hazardous waste when involved in minor spill cleanup operations can be disposed in covered dumpsters and our waste bays, if the liquid is contained in sorbent material, e.g. sand, dirt, loose absorbant, pads, booms etc., and transformed or dried such that it will not drip. This is not intended for whole sale disposal of out dated or spent liquid hazardous waste. When disposal of out dated or spent liquid is needed or for questions of how to dispose of other waste, contact the Salt Lake County Health Department (SLCo HD) for instructions and locations, 801-468-3862).

#### **4. Waste Disposal Required for Salt Lake Valley Landfill or other:**

a) Generally this will be waste not accepted by the Trans-Jordan Landfill.

b) Follow SDS for disposal requirements. Review Salt Lake Valley Landfill regulations for additional restrictions and understand what waste is prohibited in the Salt Lake Valley Landfill. Ensure the SDS and Salt Lake Valley Landfill regulations are not contradictory. Generally, this will be liquid waste of most chemical types. General rules are:

- Get approval prior to delivery.
- Transport waste in secure leak proof containers that are clearly labeled.

c) Lookup and follow disposal procedures for disposal of waste at other EPA approved sites, the SLCo HD # is a good resource, 385-468-3862

#### **5. General Staff Maintenance Practices:**

a) Prevent dumpsters and receptacles from becoming a pollution source by:

1. Closing lids, or covering when other covers are used.
2. Reposition tipped receptacles upright.
3. Report full or leaking and unsecured dumpsters and receptacles to the departments or divisions responsible for them. Determine source liquids and prevent it.

4. Report any eminent pollutant hazard related to dumpsters and receptacles to your supervisor.

**6. Training:**

- a) Annually and at hire

**Vacuum Truck Operations**

**General:**

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

**1. Procedure:**

- a) Inspect for need:

1. Schedule Inspection annually (as recommended by the manufacture), and cleaning if needed for Storm Water Chambers, boxes and pipe that contain 2" or more of sediment and debris.
2. When accumulations mostly floating debris this material can be removed with a net. Do not enter MH.

**2. Disposal Procedure:**

- a) Vacuum: Discharge liquids to washbay and solids to sweeper dewatering bin.
- b) Dispose of waste consisting of mostly sediment at approved disposal locations. See dump facility sheet.
- c) Dispose of waste consisting of high organic and inorganic trash at approved disposal facilities. See dump facility sheet.
- d) Disposal of hazardous waste

1. Spent sorbents may be disposed in our covered dumpsters and waste bay when it is changed to dry material, i.e. sorbent material that does not drip liquid.
2. Dispose of hazardous waste at approved disposal facilities. See dump facility sheet.
3. Caution: review SDS sheets and follow the specific disposal requirements
  - Large quantities of hazardous material may be stored in yellow hazardous waste bin, labeled 5gal plastic buckets with lids or as specified by SDS sheets.

- e) Disposal of water collected from sanitary sewer device.
  - Dispose of waste at approved disposal facilities. See dump facility sheet.

**3. Training:**

- a) Annually and at hire

**4. Specialty Equipment:**

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

**5. Crew:**

- a) 2 man crew
- b) Operator levels. I-III

**6. Safety:**

- a) Recognize pedestrians and check all blind spot before moving.
- b) Use TTC devices on all roadway and pedestrian systems in accordance to the MUTCD.
- c) Never leave unsecured work site unattended and insure hazards are safe prior to leaving.

**7. Personal Protective Equipment:**

- a) Safety glasses
- b) Safety shoes
- c) Ear protection
- d) Gloves
- e) Coveralls (optional)
- f) Safety Vest

**8. Vacuum Truck Capabilities:**

- a) Current hose length: 250feet
- b) Jet truck capability basis for design
  - 400' standard jet hose reach
  - 7' horizontal tube reach front access from front bumper
  - 15' horizontal tube reach side access from truck tires
  - 16' vertical tube reach(expandable)

**Sweeper Truck Operations**

**General:**

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

**1. Regular Procedure:**

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

**2. Disposal Procedure:**

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

**3. Sweep Frequency of Parking lot:**

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

**4. Training:**

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

**5. Safety:**

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

**6. Personal Protective Equipment:**

- a) Safety glasses
- b) Safety shoes
- c) Ear protection
- d) Gloves
- e) Safety vest

**7. Equipment:**

- a) TYMCO Model 210 sweeper

## **Pavement Washing Operations**

### **General:**

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

### **1. Procedure:**

a) Prevent waste fluids and any detergents if used from entering storm drain system. The following methods are acceptable for this operation. The following methods are acceptable for this operation.

—Dam the inlet using a boom material that seals itself to the pavement and pick up the wastewater with shop-vacuum or sorbent materials.

—Collect wastewater with shop-vacuum simultaneous with the washing operation.

—Collect wastewater with vacuum truck simultaneous with the washing operation.

b) This procedure must not used to clean the initial spills. First apply the Spill Containment and cleanup SOP.

### **2. Disposal Procedure:**

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

### **3. Pavement Cleaning Frequency:**

a) There is no regular pavement washing regimen. Pavement washing is determined

by conditions that warrant it, including but not limited to: prevention of slick or other hazardous conditions or restore acceptable appearance of pavements.

### **4. Training:**

a) Annually and at hire

### **5. Safety:**

a) As per SDS of material being washed

### **6. Personal Protective Equipment:**

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

—Safety glasses

- Safety shoes
- Ear protection
- Gloves

## **Snow Removal and Deicing Operations**

### **General:**

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

### **1. Application:**

a) Street and sidewalk winter management operations. Including but not limited to: salt storage, pre-wetting, application amounts, and good housekeeping.

### **2. Facility:**

a) The salt storage barn will hold 600-800 ton under the roof. The 250 CF brine tank in the salt loading yard.

### **3. Staging Operation:**

a) Restrict salt loading operations to the brine tank basin. Salt spillage outside this basin should be removed and swept to the brine basin no later than the end of storm at hand.

b) Brine should be pumped to storage tanks when the weather forecast precipitation that could cause the tank and brine basin to fill and overflow to storm drain system.

c) During the winter season, clean out salt trucks and loaders with-in brine basin.

d) End of season; clean out trucks and loaders in wash bay.

e) Summer salt storage; keep salt contained under the roof.

f) Brine tank following winter months; clear the tank of any salt accumulation.

Residual salt may be dumped in the sweeper and vacuum truck waste bay or dumpsters. Residual brine may be pumped to the dewatering bay.

### **4. Snow Removal Operation (Street and Sidewalks, Salt, Sanding and Pre-wetting):**

a) Wash out vehicles (if necessary) in wash bay before preparing them for snow removal.

b) Apply snow removal per the LTAP Winter Maintenance Manual.

—Including but not limited to: T.A.P.E.R., to turning off spreaders when idle for the purpose of minimizing salt waste.

c) Park trucks inside at end of work day.

d) Each employee is responsible to clean up the vehicle they used. Vehicles should be rinsed and cleaned when dry periods are forecast, otherwise they may be parked in garage ready for the following day.

e) Monolithic sidewalks

—Slow down on the end pass and windrow snow to shoulder and gutter. Do not

throw snow on sidewalk.

**5. Training:**

a) Annually and at hire.

b) Training Material:

—Snow Removal and Deicing SOP.

—Winter Maintenance Manual by Utah LTAP.

—Winter Road and Snow Maintenance Training Course sponsored by Utah LTAP and UDOT annually.

## APPENDIX C – PLAN RECORDKEEPING DOCUMENTS





**MAINTENANCE/INSPECTION SCHEDULE**

Frequency	Site Infrastructure.
	Replace text with the infrastructure / system that must be maintained; repeat
M	Trash Control
M	Landscaping
Q	Parking Lot and Directly Connected Pavement
A	Storm Water Detention Chambers
A	Catch Basins, Inlets
A	Pipes

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

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

<b>Annual Summary of LTSWMP effectiveness, inefficiencies, problems, necessary changes etc.</b>
Empty space for annual summary

\*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

\*You may create your own form that provides this same information or request a word copy of this document.