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Summit County Engineering
PO 128 - 60 N. Main
Coalville, Utah 84017

ENTRY NO. 01209984

09/22/2023 08:42:53 AM B: 2795 P: 0404

Agreement PAGE 1/30

RHONDA FRANCIS, SUMMIT COUNTY RECORDER
FEE 40.00 BY IVORY DEVELOPMENT



Affects Parcel No(s): ~~ALL PARCELS OF COUNTRYSIDE SUBDIVISION LOCATED IN THE NORTH HALF OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, AS~~
SEE EXHIBIT A
LONG-TERM STORMWATER MANAGEMENT AGREEMENT

This Long-Term Stormwater Management Agreement ("**Agreement**") is made and entered into this _____ day of _____, 20____, (the "**Effective Date**") by and between Summit County, a political subdivision of the State of Utah (the "**County**"), and 978 WOOD OAK LANE, whose mailing address is Ivory Development ("**Owner**"). Individually, the County and Owner are individually referred to herein as a "Party", and collectively as the "Parties."

RECITALS

WHEREAS, the County is authorized and required to regulate and control the disposition of storm and surface waters within the MS4, as set forth in Title 9, Chapter 3 of the *Summit County Code*, as amended (the "**County Regulations**"), adopted pursuant to the Utah Water Quality Act, as set forth in *Utah Code Ann.* §§ 19-5-101, et seq., as amended (the "**Act**"); and,

WHEREAS, the Owner hereby represents and acknowledges that it is the owner in fee simple title of certain real property more particularly described in Exhibit "A", attached hereto and incorporated herein by this reference (the "**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 sole expense certain improvements; namely, a storm and surface water management facility (the "**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

Summit County Engineer (the "**County Engineer**") and are hereby incorporated herein by this reference (the "**Development Plan**"); and,

WHEREAS, Owner shall file with the County Engineer (a) a summary description of all Stormwater Facilities, including all details and all appurtenances draining to and affecting the Stormwater Facilities, (b) the standards for the operation and routine maintenance procedures for the Stormwater Facilities, and (c) all control measures installed on the Property (collectively, the "**Long-Term Stormwater Management Plan**"), as more particularly described in Exhibit "B", attached hereto and incorporated herein by this reference; and,

WHEREAS, as a condition of development, and as required as part of the County's Small MS4 UPDES General Permit from the State of Utah, Owner is required to enter into this Agreement which approves the Long-Term Stormwater Management Plan and provides for its enforcement.

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 County's approval of the Long-Term Stormwater Management Plan, and the mutual covenants contained herein, the Parties agree as follows:

1. **Recitals.** The foregoing recitals, including Exhibits A and B, are incorporated herein by this reference.
2. **Construction of Stormwater Facilities.** The Owner shall, at its sole cost and expense, construct the Stormwater Facilities in accordance with the Development Plans and the Long-Term Stormwater Management Plan, and any amendments thereto which have been approved by the County Engineer. The Owner shall file a completion bond with the County Engineer in an amount set by the County Engineer within thirty (30) calendar days following the Effective Date (the "**Completion Bond**"). The Completion Bond may be cash escrow, a letter of credit from an FDIC insured financial institution, or a corporate surety bond. The Completion Bond shall be valid until one year after all work shown on the Development Plan and Long-Term Stormwater Management Plan is completed and inspected by the County (the "**Warranty Period**"). The Completion Bond shall be released by the County Engineer after the conclusion of the Warranty Period. Such Completion Bond may be added to a Development Improvements Agreement required under Title 10 or Title 11 of the *Summit County Code*.
3. **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 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.

4. **Annual Maintenance Report of Stormwater Facilities**. Annually, the Owner shall, at its sole cost and expense, inspect the Stormwater Facilities and submit an inspection report and certification to the County Engineer (the "**Inspection Report**"). The purpose of this 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 certification within the Inspection Report shall certify that adequate maintenance has been performed and that the structural controls are operating as designed to protect water quality. The Inspection Report shall be due by January 31st of each year and shall be on forms approved by the County Engineer.

5. **County Oversight Inspection Authority**. The Owner hereby grants permission to the County, its authorized agents and employees, to enter upon the Property and to inspect the Stormwater Facilities upon reasonable notice not less than three (3) business days to the Owner. Such inspections shall be conducted in a reasonable manner and at reasonable times, as determined appropriate by the County. 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 County Regulations, and the Stormwater Facilities Maintenance Plan.

6. **Notice of Deficiencies**. If the County finds that the Stormwater Facilities contain any defects or are not being maintained adequately, the County shall send Owner written notice of the defects or deficiencies and provide Owner with a reasonable time, but not less than sixty (60) calendar days, to cure such defects or deficiencies. Such notice shall be sent certified mail to the Owner at the address listed herein.

7. **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 County Engineer within the required cure period to ensure that the Stormwater Facilities are adequately maintained and continue to operate as designed and approved.

8. **County's Corrective Action Authority**. In the event the Owner fails to adequately maintain the Stormwater Facilities in good working condition acceptable to the County Engineer, after due notice of deficiencies as provided in Section 6 above, and failure to cure, then, upon Owner's failure to cure or correct within thirty (30) calendar days following a second notice delivered to Owner by certified mail, the County may issue an administrative citation in accordance with the Administrative Code Enforcement Hearing Program, *Summit County Code* Title 1, Chapter 13, as amended, in addition to any State or EPA fine. The County may also give written notice that the

facility storm drain connection will be disconnected. Any damage resulting from the disconnection is subject to the aforementioned cure periods. The actions described in this Section 8 are in addition to and not in lieu of any and all equitable remedies available to the County 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.

9. **County Disclaimer**. It is expressly understood and agreed that the County 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 County.

10. **Reimbursement of Costs**. In the event the County, 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 County system, the Owner shall reimburse the County upon demand, within thirty (30) calendar days of receipt thereof for all actual costs incurred by the County. After said thirty (30) calendar 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 County in collection of delinquent payments.

11. **Recording; Status of Exhibit B**. This Agreement, inclusive of Exhibit A, shall be recorded against the Property in the Office of the Summit County Recorder. While Exhibit B, the Long-Term Stormwater Management Plan, shall not be recorded, it remains fully incorporated herein, and a copy of such shall be on file with the County Engineer. The Long-Term Stormwater Management Plan must be adaptable to change, when, in the judgment of the County Engineer, site conditions and/or operations change, or when existing structures prove ineffective. The Owner shall be responsible to apply to the County Engineer for any revisions to the Long-Term Stormwater Management Plan.

12. **Successor and Assigns**. 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.

13. **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.

14. **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 Summit County, Utah.

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

16. **Amendments**. This Agreement shall not be modified except by written instrument executed by the County and the Owner of the Property at the time of modification, and no modification shall be effective until recorded in the Office of the Summit County Recorder.

17. **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.

18. **Counterparts**. This Agreement may be executed in any number of counterparts originals, each of which shall be deemed an original instrument for all purposes, but all of which shall comprise one and the same instrument.


19. **No Third Party Beneficiary Rights**. This Agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not a Party hereto.

20. **Authority**. The individuals who execute this Agreement represent and warrant that they are duly authorized to execute this instrument on behalf of each Party and that no other signature, act, or authorization is necessary to bind the Parties to this Agreement.

[SIGNATURE PAGES TO FOLLOW]

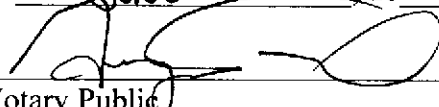
IN WITNESS WHEREOF, the Parties have caused this instrument to be executed as of the Effective Date first set forth above.

OWNER:


By: Skylar Tolbert
Title: Sr Project Manager

STATE OF UTAH)
) :SS.
COUNTY OF SUMMIT)

The above instrument was acknowledged before me by SKYLAR TOLBERT, this 27TH day of JUNE 2025.


Notary Public
Residing in: WEBER COUNTY
My commission expires: 1-24-2026



IN WITNESS WHEREOF, the Parties have caused this instrument to be executed as of the Effective Date first set forth above.

SUMMIT COUNTY

Shayne Scott

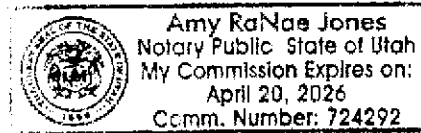
By: Shayne Scott
Title: County Manager

STATE OF UTAH)
) :ss.
COUNTY OF)

Shayne Scott

The above instrument was acknowledged before me by ~~Thomas C. Fisher~~, County Manager, this 19 day of July, 2023.

Amy R. Jones
Notary Public
Residing in Henefer, Utah
My commission expires: April 20, 2026



Attachments:

Exhibit A: Legal Description

Exhibit B: Long-Term Stormwater Management Plan;

Filed with Summit County Engineer

Approved as to form
Summit County Attorney

By *Kelvin Stacker*

EXHIBIT A

PROPERTY LEGAL DESCRIPTION

Parcel NS-101-D

COMMENCING AT THE NORTHEAST CORNER OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 5 EAST, OF THE SALT LAKE BASE AND MERIDIAN, THENCE NORTH 89°51'13" WEST 1534.99 FEET ALONG THE NORTH LINE OF SAID SECTION 4; THENCE NORTH 300.91 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF HOYTSVILLE ROAD; THENCE SOUTH 06°31'59" WEST 826.59 FEET ALONG SAID WEST RIGHT-OF-WAY LINE OF HOYTSVILLE ROAD TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WEST RIGHT-OF-WAY OF HOYTSVILLE ROAD SOUTH 06°31'59" WEST 727.27 FEET TO THE BEGINNING OF AN 11,509.20 FOOT RADIUS CURVE TO THE LEFT; THENCE 690.37 FEET ALONG THE ARC OF SAID CURVE, HAVING A CENTRAL ANGLE OF 03°26'13" (CHORD BEARS SOUTH 04°48'53" WEST 690.26 FEET) TO THE NORTHEAST CORNER OF LOT 1 OF HARDY ESTATES SUBDIVISION AS RECORDED IN THE SUMMIT COUNTY RECORDER'S OFFICE; THENCE NORTH 89°40'39" WEST 396.47 FEET ALONG THE NORTH LINE OF SAID LOT 1; THENCE ALONG THE WEST LINE OF SAID HARDY ESTATES SUBDIVISION THE FOLLOWING FOUR (4) COURSES: (1) SOUTH 09°34'24" WEST 202.46 FEET TO A FOUND REBAR AND CAP STAMPED "HIGH MOUNTAIN LS368352"; (2) SOUTH 09°34'24" WEST 180.31 FEET TO A FOUND REBAR AND CAP STAMPED "HIGH MOUNTAIN LS368352"; (3) SOUTH 15°00'32" WEST 227.49 FEET TO A FOUND REBAR (NO CAP); (4) SOUTH 16°53'23" WEST 113.31 FEET TO A FOUND REBAR AND CAP STAMPED "HIGH MOUNTAIN LS368352"; THENCE SOUTH 89°49'38" WEST 732.28 FEET TO A FOUND REBAR AT THE NORTHWEST CORNER OF LOT 2 OF SAID HARDY ESTATES SUBDIVISION AND A POINT ON AN EXISTING BARBED WIRE FENCE RUNNING ALONG THE EAST RIGHT-OF-WAY LINE OF THE STATE OF UTAH, DIVISION OF PARKS AND RECREATION "RAIL TRAIL" PROPERTY AS RECORDED IN THE SUMMIT COUNTY RECORDER'S OFFICE; THENCE NORTHEASTERLY ALONG SAID BARBED WIRE FENCE THE FOLLOWING SEVEN (7) COURSES: (1) NORTH 07°29'59" EAST 232.78 FEET; (2) NORTH 08°34'59" EAST 183.86 FEET; (3) NORTH 08°06'06" EAST 368.70 FEET; (4) NORTH 08°33'59" EAST 149.17 FEET; (5) NORTH 08°06'45" EAST 560.24 FEET; (6) NORTH 07°49'02" EAST 322.54 FEET; (7) NORTH 09°35'25" EAST 43.46 FEET; THENCE NORTH 08°03'32" EAST 438.58 FEET, MORE OR LESS, TO A POINT OF INTERSECTION WITH AN EXISTING EAST/WEST BARB AND NET WIRE FENCE, SAID FENCE BEING ON AND RUNNING ALONG THE NORTH BANK OF THE LITTLE WEBER RIVER; THENCE EASTERLY ALONG SAID FENCE THE FOLLOWING THREE (3) COURSES: (1) NORTH 84°51'35" EAST 150.37 FEET; (2) SOUTH 80°41'15" EAST 106.97 FEET; (3) NORTH 88°25'26" EAST 52.72 FEET TO THE CORNER OF SAID EXISTING BARB AND NET WIRE FENCE; THENCE SOUTH 02°58'33" EAST 81.65 FEET; THENCE SOUTH 84°27'36" EAST 792.85 FEET TO THE POINT OF BEGINNING. CONT 51.50 AC M/L 2706-114

EXHIBIT B

Long-Term Stormwater Management Plan

for:

Countryside Subdivision
1407 South Hoytsville Road
Hoytsville, UT 84017

Ivory Development
978 East Woodoak Lane
Salt Lake City, UT 84117

Greg Timothy
385-522-4859
gregt@ivorydevelopment.com

PURPOSE AND RESPONSIBILITY

As required by the Clean Water Act and resultant local regulations, including Summit County 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 LTSWMP is aimed at addressing other pollutants that can be generated by this property.

CONTENTS

SECTION 1: SITE DESCRIPTION, USE AND IMPACT
SECTION 2: TRAINING
SECTION 3: RECORDKEEPING
SECTION 4 APPENDICES

SECTION 1: SITE DESCRIPTION, USE AND IMPACT

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.

Roadways, Sidewalks and Flatwork

Any sediment, leaves, debris, spilt fluids, or other waste that collects on our roadways and sidewalks will be carried by runoff to our flood and water quality control system. Also, any liquids and dissolved solids can contaminate groundwater.

Landscaping

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. Also any liquids and dissolved solids can contaminate groundwater.

Flood and Water Quality Control System

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. Infiltrating some of our runoff in the drainage swale helps keep streams and rivers clean but if we are not careful can contaminate groundwater. 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 the Weber River. It is important our drainage swale and check dams are adequately maintained to function properly.

Waste Management

Good waste management systems, if managed improperly, can become the source of the very pollution it was intended to manage. The lids of our 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.

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.

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 Summit County 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 Weber River 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 contaminates in the Weber River 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 receptacle. Also liquids can leak from the waste haul trucks.
- c) Beware of receptacle capacity. Solve capacity issues. Leaving bags outside of dumpster is not acceptable.

3. Waste Disposal Restrictions for all waste Scheduled for the Summit County Landfill:

- 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 of at the Summit County Landfill.
- c) Review Summit County Landfill regulations for additional restrictions and understand what waste is prohibited in the Summit County Landfill. Ensure the SDS and Summit County Landfill regulations are not contradictory.

4. Training:

- a) Annually and at hire
- b) 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 Weber River.

2. Inspections:

- a) Inspect drainage swales. 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 for sediment accumulations in drainage swales. Remove sediment and debris accumulation when volume capacities drop below 90%.
- c) Inspect low impact flood control swale and landscape area infrastructure for sediment accumulation. Remove sediment accumulation when volume capacities drop below 90%.
- d) 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.
- e) Regularly remove trash and debris from 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 Summit County Landfill.
- 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.

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 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 potentially contaminating groundwater which we are responsible.
- b) It is vital we contain all spills on the surface.

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, INSERT LOCAL 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
INSERT LOCAL HEALTH DEPARTMENT AND # – XXX-XXX-XXXX
City – INSERT CITY #

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

