

When recorded return to:
Summit County Engineering
PO 128 - 60 N. Main
Coalville, Utah 84017

ENTRY NO. 01217425

03/27/2024 11:50:27 AM B: 2813 P: 0395

Agreement PAGE 1/24

RHONDA FRANCIS, SUMMIT COUNTY RECORDER

FEE 40.00 BY LRH, INC



Affects Parcel No(s): _____

LONG-TERM STORMWATER MANAGEMENT AGREEMENT

This Long-Term Stormwater Management Agreement ("**Agreement**") is made and entered into this 27th day of March, 2024, (the "**Effective Date**") by and between Summit County, a political subdivision of the State of Utah (the "**County**"), and Trail Ridge Partners LLC, whose mailing address is POB 171003 Salt Lake City, UT 84117 ("**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.

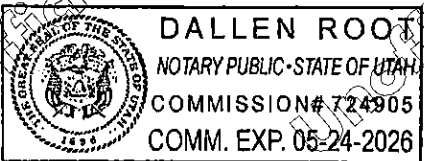
OWNER:

[Signature]
By: Brett Housley
Title: MLC

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

The above instrument was acknowledged before me by Brett Housley, this 30 day of January, 2024

[Signature]
Notary Public
Residing in: Summit County
My commission expires: 5/24/26



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

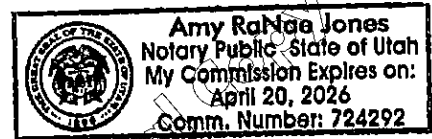
SUMMIT COUNTY

Shayne Scott
By: ~~Thomas C. Fisher~~ **SHAYNE SCOTT**
Title: County Manager

STATE OF UTAH
COUNTY OF _____, ss.

The above instrument was acknowledged before me by Shayne Scott ~~Thomas C. Fisher~~, County Manager, this 20 day of March, 2024.

Amy Ranae Jones
Notary Public
Residing in: Henderson, UT
My commission expires: April 20, 2026



Attachments:

Exhibit A: Legal Description

Exhibit B: Long-Term Stormwater Management Plan;

Filed with Summit County Engineer

EXHIBIT A
PARCEL LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN SECTIONS 22 AND 21, TOWNSHIP 1 NORTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN AND HAVING A BASIS OF BEARING TAKEN AS NORTH 89°49'27" EAST BETWEEN THE NORTH QUARTER CORNER AND THE NORTHEAST CORNER OF SAID SECTION 21, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTH QUARTER CORNER OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 89°49'09" EAST 1328.85 FEET ALONG THE SECTION LINE TO THE NORTHWEST CORNER OF THE CHERRY CANYON RANCH SUBDIVISION; THENCE SOUTH 00°01'23" EAST 1317.56 FEET ALONG THE WESTERLY LINE OF CHERRY CANYON RANCH SUBDIVISION TO A REBAR WITH CAP STAMPED B&W; THENCE SOUTH 00°01'35" WEST 1317.90 FEET ALONG THE 1/16 LINE; THENCE NORTH 89°40'41" EAST 1336.86 FEET TO THE WEST QUARTER CORNER OF SECTION 22; THENCE NORTH 88°57'47" EAST 1255.58 FEET ALONG THE QUARTER SECTION LINE; THENCE NORTH 00°46'45" WEST 1317.26 FEET ALONG THE 1/16 LINE; THENCE NORTH 88°54'18" EAST 1240.72 FEET ALONG THE 1/16 LINE; THENCE NORTH 01°25'31" WEST 1318.54 FEET ALONG THE QUARTER SECTION LINE TO THE NORTH QUARTER CORNER OF SAID SECTION 22; THENCE NORTH 88°49'56" EAST 1225.82 FEET ALONG THE SECTION LINE; THENCE SOUTH 01°28'35" EAST 2639.89 FEET ALONG THE 1/16 LINE; THENCE SOUTH 02°38'09" EAST 1308.76 FEET ALONG THE 1/16 LINE; THENCE SOUTH 88°35'17" WEST 1255.81 FEET ALONG THE 1/16 LINE; THENCE SOUTH 88°55'05" WEST 2542.72 FEET ALONG THE 1/16 LINE TO THE SECTION LINE; THENCE SOUTH 89°37'46" WEST 1339.51 FEET ALONG THE 1/16 LINE; THENCE NORTH 00°03'40" EAST 1319.81 FEET ALONG THE 1/16 LINE TO THE QUARTER SECTION LINE SAID SECTION 21; THENCE SOUTH 89°40'41" WEST 1336.86 FEET; THENCE NORTH 00°10'31" EAST 2638.78 FEET TO THE POINT OF BEGINNING. CONT. 337.16 AC M/L

PARCEL NUMBER: NS-227-230

EXHIBIT B

Long-Term Stormwater Management Plan

for:

The Trail Ridge Subdivision

Cherry Ridge Owners Association
POB 171003
Salt Lake City, UT 84117

Association Contact: Brett Hollberg
801 558-7647
bretthollberg@me.com

PURPOSE AND RESPONSIBILITY

As required by the Clean Water Act and resultant local regulations, including Summit County Unincorporated 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 County's stormwater system, groundwater and generate loose litter must be prohibited.

The Weber River is impaired. The LTSWMP is aimed at addressing these impairments in addition to all other pollutants that can be generated by this property.

CONTENTS

SECTION 1: SITE DESCRIPTION, USE AND IMPACT

SECTION 2: TRAINING

SECTION 3: RECORDKEEPING

SECTION 4 APPENDICES

SECTION 1: SITE DESCRIPTION, USE AND IMPACT

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

Parking, Sidewalk and flatwork

This project does not include any parking lots or sidewalks.

Landscaping

There are no common landscaped areas in the project. Each individual home will maintain their own landscape, with the majority area of each lot being kept native. It is not anticipated that landscaping will have any negative impact on our retention systems.

Flood and Water Quality Control System

Our flood and water quality control system includes directing runoff into the natural landscape where practicable. This approach decreases peak runoff rates and traps sediment close to the source, all while recharging the groundwater table. In other words, it serves to keep local runoff local.

Sediment carries the vast majority of potential pollutants when it moves down gradient in runoff. Our system includes stormwater detention storage and sediment storage in proposed basins on lots 7 and 17. There is no direct connection from either basin to a downstream perennial stream. Discharge from the larger basin on lot 17 is to a dry wash that extends some 3,500 linear feet where it terminates in an alluvial fan just east of East Wanship Road. This fan being another location where groundwater is recharged.

As with the larger basin, discharge from the smaller basin on lot 7 does not directly connect to any perennial stream. This basin discharges to very well drained soils at the very low rate of 0.3 cubic feet per second during the 100-year design event. Basin storage here is roughly one fifth the volume of the larger basin on lot 17, reflecting the much smaller tributary area.

First flush water quality storage, infiltration and sediment storage are provided in both proposed basins. See Appendix A for the Executive Summary excerpted from our Stormwater Management Computations for a detailed description.

Waste Management

There will be no dumpsters used within the subdivision. All waste will be collected by each individual household using containers provided by Summit County.

Utility System

All utility systems will be located within individual residential homes.

Snow and Ice Removal Management

Salt is a necessary pollutant and is vital to ensuring safe road surfaces. All road runoff will drain to our landscape swales. We plan to minimize winter salt usage to maintain healthy root systems needed for optimum infiltration rates.

Equipment / Outside Storage

There are no equipment / outside storage facilities within the project.

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

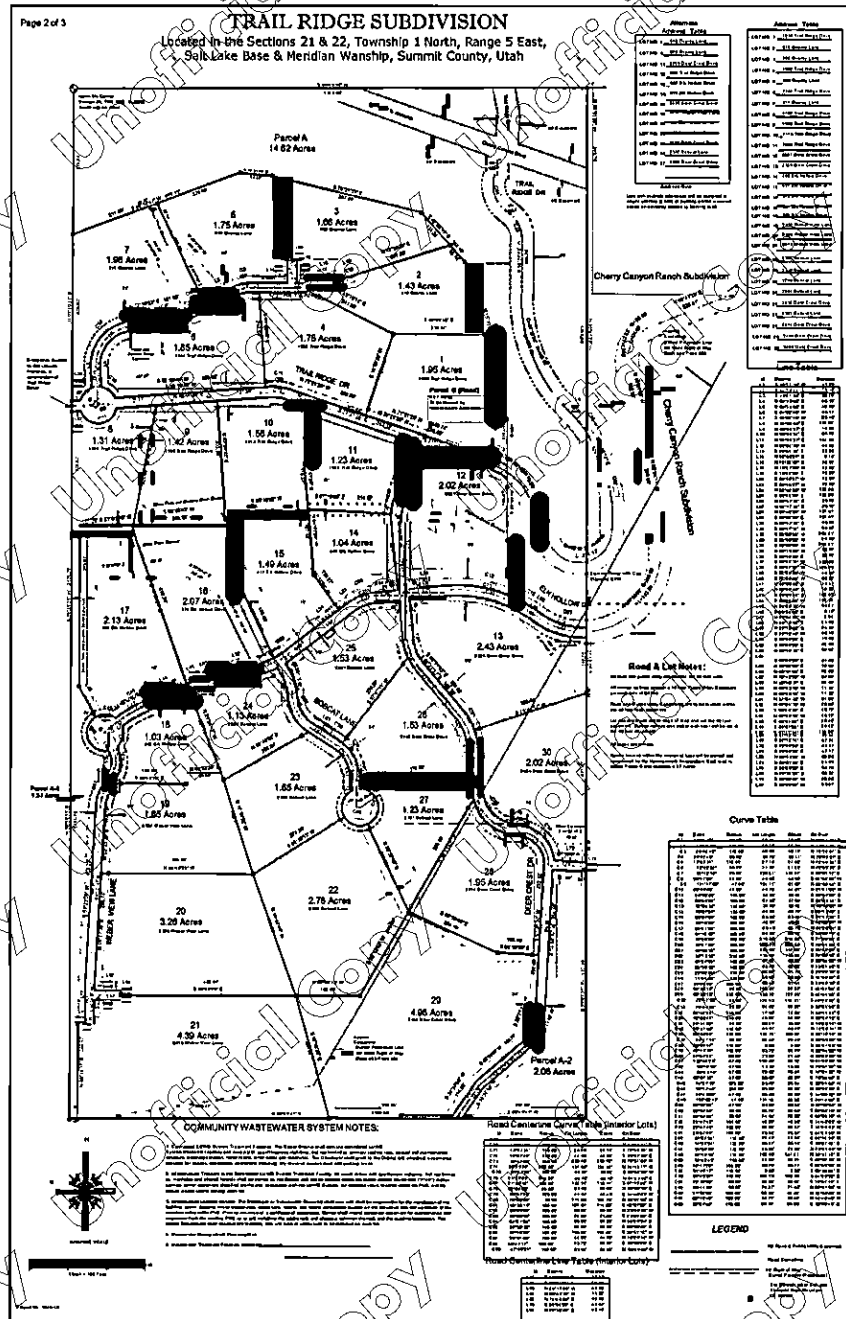
Appendix A- Site Drawings and Details

Appendix B- SOPs

Appendix C- Recordkeeping Documents

EXHIBIT A

All Residential Lots of The Trail Ridge Subdivision, Summit County, Utah



APPENDIX A – SITE DRAWINGS AND DETAILS

EXECUTIVE SUMMARY

During a 24-hour, 100-year storm event, development within the Trail Ridge Subdivision will increase the peak rate of runoff tributary to the principal points of interest at the north end of lot 17, and at the division line between lots 5 and 7.

In accordance with Summit County ordinance 381-A, the proponent will detain runoff to ensure that the peak rate of runoff leaving the site is roughly equal to that resultant under predevelopment conditions. Runoff hydrographs herein have been generated using the NRCS TR-55 method. See Hydrology Summary herein for a tabulation of watershed parameters and peak runoff rates.

DETENTION BASIN LOT 17

The peak rate of runoff will be throttled at the proposed stormwater detention basin at the north end of lot 17 (point of interest).

Under existing conditions, the 24-hour, 100-year design storm event produces a peak runoff rate of 12.6 CFS at the point of interest (subarea E-1).

Under developed conditions, the same storm produces a peak runoff rate of 20.7 CFS at the same point (inflow to detention basin). Detention basin stormwater storage capacity and outlet geometry will combine to reduce peak outflow from the basin to 12.7 CFS during the design event.

DETENTION BASIN LOT 7

The peak rate of runoff resultant from the vicinity of Osprey Lane will be throttled at the proposed stormwater detention basin at the division line between lots 5 and 7 (point of interest). Existing condition runoff to this point is generated within subarea E-3 (2.8 acres), and peaks at 0.3 CFS during the 24-hour, 100-year event.

Under developed conditions, Osprey Lane will capture a larger area (subarea D-7) and runoff therefrom will concentrate at the culvert at STA 4+80. Just downgradient, subarea D-11 will add to basin inflow. In total, the 24-hour, 100-year design storm event over the composite area of 7.1 acres produces a peak runoff rate of 4.6 CFS at the point of interest.

Conservatively, although the existing condition tributary area and runoff peak are quite small, the detention basin has been designed to throttle runoff from the larger 7.1-acre subarea back to this peak. Detention basin stormwater storage capacity and outlet geometry will combine to reduce peak outflow from the basin to 0.3 CFS during the design event.

OUTLYING SUB-WATERSHEDS

Subareas D-9, 10 and 21 are not tributary to either proposed detention basin.

Subarea D-21 is simply subarea E-2 with gravel service roads added, together with an additional 3.4 acres covering portions of lots 30 and 31. These changes are not sufficient to change the runoff curve number or time of concentration. Hence, peak runoff rate resultant from D-21 remains at predevelopment levels.

Runoff from subareas D-9 and 10 will be conveyed through culverts under roads to disperse in downgradient naturally vegetated areas. Check dams will be installed where appropriate to trap sediment.

WATER QUALITY / GROUNDWATER RECHARGE

Per ordinance 381-A, analysis of a 1-hour storm event producing 0.5-inches of rainfall is required. Such a storm is typically checked to assess containment of "first flush" runoff / associated sediment transport. Conservatively, we chose a 1-hour, 5-year storm generating 0.66 inches of rainfall for analysis. Developed condition analysis shows that there is zero runoff resulting from this storm event. That is, initial abstraction capacity in the ground is greater than total rainfall. See hydrographs included herein.

From a real world perspective, this makes perfect sense, given that there are no intermittent streams in the analysis area; the vast majority of ground will remain as it exists; the area tributary to the lot 17 detention basin includes only 6.08 acres of proposed impervious area (4.0%); none of this impervious area is directly connected (piped or conveyed over impervious area) to the basin; runoff from roofs, driveways, and roads will sheet flow / travel to extensive, widely scattered pervious areas where it will infiltrate. Hence, groundwater will be recharged via infiltration of 100% of first flush precipitation.

Finally, the proposed lot 17 detention basin will include a sump providing 72 cubic yards of sediment storage between EL 6111 and 6112.

There are no "pollution hot spots", as described in the ordinance, proposed on this project.

Canyon Engineering

Stormwater Management Computations

APPENDIX B – SOPs

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 sediment 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.

2. Inspections:

- a) Inspect all culverts and drainage ditches for blockage following each rain event greater than 1”
- b) Inspect for sediment accumulations in above ground detention and retention infrastructure. 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 above ground detention/retention and low impact flood control swale and landscape infrastructure. Remove accumulations with regular grooming operations.

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

4. Equipment:

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

5. Training:

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

APPENDIX C — PLAN RECORDKEEPING DOCUMENTS

[Insert PLAN Recordkeeping forms following this page]

MAINTENANCE/INSPECTION SCHEDULE

Frequency	Site Infrastructure.
	Replace text with the infrastructure / system that must be maintained; repeat

Inspection Frequency Key: A=annual, Q=Quarterly, M=monthly, W=weekly, S=following appreciable storm event, U=Unique infrastructure specific (specify)

RECORD INSPECTIONS IN THE MAINTENANCE LOG

Inspection Means: Either; Traditional walk through, Awareness/Observation, and during regular maintenance operations while noting efficiencies/inefficiencies/concerns found, etc.

