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RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAM
CITY OF DRAPER
1020 E PIONEER RD
DRAPER UT 84020
BY: ADA, DEPUTY - MA 44 P.

Affects Parcel No(s): 33-01-276-022; 33-01-276-023

STORMWATER POLLUTION PREVENTION MAINTENANCE AGREEMENT

Thi	s Stormwat	er Pollution	n Prevention	Maintenance	e Agreement	("Agreeme	ent" <u>)</u> is	
made and	entered int	o this\	გ day of _	APRIL		_, 20 <u>19</u>	,	•
by and be	tween Drap	er City, a l	Jtah municipa	al corporatio	n ("City"), and	BoyER B	ANGELTER	L.C,
EAST BAY	LOT ZOWN	BR, Lic.	BOYER BANG	SELBER OFFI	CELLIC. B	OHER BANG	CETETER O	eflot 2, La
all	limited	liability	Companie	8		("Owner")	•	٠,
/ ——				~				

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 onsite 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	6 day of A	tpril	_20_[9	
PROPERTY OWNER By:	B	Title: <u>Manage</u>	К	
By: Bayer Basecree By:		Title:		
STATE OF UTAH COUNTY OF SAUT LAK) :ss. E)			
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DRAPER CITY By:	Sy		Comm. Number: 698287	<u>'—</u> I
PUBLIC WORKS DIRECTO	Hawal &	econor)	MAAAAA	
City Reco			CORPORATE Seal 1978 1978	

Attachments:

Exhibit A: Plat and Legal Description Exhibit B: Stormwater Maintenance and Preservation Plan

EXHIBIT A

Lot 1

Beginning at a point on the North line of 13800 South Street said point also being a point on the West line of the Jordan Salt Lake Canal said point being North 89°59'54" West 1666.27 feet along the section line and North 00°00'10" East 44.84 feet from the East quarter corner of Section 1, Township 4 South, Range 1 West, Salt Lake Base and Meridian and running

thence North 89°46'45" West 61.04 feet along said North line of 13800 South Street;

thence North 44°53'47" West 21.42 feet along said North line of 13800 South Street to a point on the East line of 200 West Street;

thence North 00°00'49" West 295.07 feet along said East line of 200 West Street; thence Northeasterly 303.11 feet along the arc of a 524.37 foot radius curve to the right (center bears North 89°59'11" East and the chord bears North 16°32'47" East 298.91 feet with a central angle of 33°07'12") along said East line of 200 West Street;

thence Northeasterly 344.73 feet along the arc of a 596.37 foot radius curve to the left (center bears North 56°53'38" West and the chord bears North 16°32'47" East 339.95 feet with a central angle of 33°07'11") along said East line of 200 West Street;

thence North 00°00'49" West 27.40 feet along said East line of 200 West Street; thence North 04°06'16" East 164.47 feet along said East line of 200 West Street; thence North 00°00'49" West 66.39 feet along said East line of 200 West Street; thence North 44°59'11" East 32.24 feet along said East line of 200 West Street to a point on the South line of the Bangerter Highway;

thence South 82°57'18" East 125.37 feet along said South line of the Bangerter Highway;

thence South 00°11'33" West 75.65 feet;

thence South 89°48'27" East 49.21 feet to a point on the West line of the Jordan Salt Lake Canal;

thence South 00°04'54" West 440.68 feet along said West line of the Jordan Salt Lake Canal; thence South 24°59'11" West 741.01 feet along said West line of the Jordan Salt Lake Canal to the point of beginning.

Lot 2

Beginning at a point on the Northerly Right-of-Way of 13775 South Street, said point being North 89°59'55" West 1088.87 feet along the Section Line and North 47.22 feet from the Witness Corner of the East Quarter Corner Section 1, Township 4 South, Range 1 West, Salt Lake Base and Meridian, and running;

thence South 89°51'27" West 336.91 feet along said Right-of-Way to a point on the Easterly Right-of-Way of the Jordan & Salt Lake Canal;

thence North 24°59'07" East 330.31 feet along said Right-of-Way;

thence North 89°56'19" West 9.50 feet along said Right-of-Way;

thence North 24°59'11" East 392.81 feet along said Right-of-Way;

thence North 0°04'54" East 329.82 feet along said Right-of-Way;

USWAC Long Term Stormwater Management Plan Template 2017-08-29

thence North 89°59'11" East 486.33 feet;

thence South 0°22'19" West 362.83 feet;

thence South 89°37'41" East 29.30 feet;

thence South 0°03'02" West 73.74 feet;

thence North 89°37'41" West 311.68 feet;

thence South 0°22'19" West 251.65 feet;

thence North 89°56'19" West 160.15 feet;

thence South 0°08'38" East 298.35 feet to a point on the Northerly Right-of-Way of 13775 South Street and the point of beginning.

Contains 373,207 square feet or 8.568 acres.

Amended Lot 3 of 136 Center Office Plat

Beginning at the Southeast Corner of Lot 2 of Osmond Office Minor Subdivision Plat, recorded as Entry No. 12706689 in the Book 2018P at Page 47 in the Office of the Salt Lake County Recorder, said point also being West 123.00 feet and North 00°14'50" West 306.45 feet and West 40.91 feet from the East Quarter Corner of Section 1, Township 4 South, Range 1 West, Salt Lake Base and Meridian and running

thence West 252.15 feet along the Southerly Line of Lot 2 of said Osmond Office Minor Subdivision:

thence North 38.25 feet along the Southerly Line of Lot 2 of said Osmond Office Minor Subdivision;

thence North 89°56'19" West 678.81 feet along the Southerly Line of Lot 2 of said Osmond Office Minor Subdivision and the Northerly Line of Bangerter 15 Condominiums, recorded as Entry No. 10057350 in the Book 2007P at Page 156 in the Office of the Salt Lake County Recorder to a Southeast Corner of Lot 2 of 136 Center Office Subdivision, recorded as Entry No. 12495731 in the Book 2017P at Page 52 in the Office of the Salt Lake County Recorder:

thence North 00°22'19" East 251.65 feet along the Easterly Line of Lot 2 of said 136 Center Office Subdivision;

thence South 89°37'41" East 311.68 feet along the Easterly Line of Lot 2 of said 136 Center Office Subdivision;

thence North 00°03'02" East 73.74 feet along the Easterly Line of Lot 2 of said 136 Center Office Subdivision;

thence North 89°37'41" West 29.30 feet along the Easterly Line of Lot 2 of said 136 Center Office Subdivision:

thence North 00°22'19" East 362.83 feet along the Easterly Line of Lot 2 of said 136 Center Office Subdivision to the Northeast Corner of Lot 2 of said 136 Center Office Subdivision;

thence North 89°59'11" East 512.42 feet along the Northerly Line of Lot 2 of said 136 Center Office Subdivision to a point on said Westerly right of way for Interstate 15;

thence South 15°42'38" East 491.55 feet along said Westerly right of way for Interstate 15;

thence South 00°13'38" West 252.29 feet along said Westerly right of way for Interstate 15 to the point of beginning.

Contains 491,665 Square Feet or 11.287 Acres and 2 Lots

EXHIBIT B

Long Term Stormwater Management Plan

for:

136 Center Office Park

Lot 1 and Lot 2 13705 South 200 West Draper, Utah

Lot 3 13697 South 200 West Draper, Utah

Owners:

Boyer Bangerter, L.C.
Boyer Bangerter Office 1, L.C.
East Bay Lot 2 Owner, L.C.
Boyer Bangerter Office 2, L.C.
East Bay Associates No. 2, L.C.

Contact Information:

Ben Hawkins
Construction Manager
THE BOYER COMPANY
101 South 200 East, Suite 200
Salt Lake City, UT 84111
www.boyercompany.com
bhawkins@boyercompany.com
T 801.366.7135
C 801.209.8174

PURPOSE AND RESPONSIBILTY

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.

The Jordan River is impaired and but a TMDL has not been determined. 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

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.

Parking, Pavement and Hardscape Areas

The site has a significant amount of impervious surface, primarily concrete pavement, concrete walkways, and the buildings themselves. Any sediment, debris, fluids or other waste left or that collect on it will be carried by runoff to the storm drain inlets. This waste material will settle in our storm drain system increasing maintenance cost and any material dissolving in the runoff will pass through our system. Maintenance involves regular sweeping, 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.

Landscape Maintenance

This property's landscape areas will require regular maintenance. This will involve mowing, 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 connection to the city storm drain systems remain clear and clean of landscape pollutants. The Landscape Maintenance SOP is written to control and manage this potential problem.

Storm Drain System

Stormwater inlets are located with the parking lot area as well as in detention basins, away from daily operations. Stormwater inlets direct all runoff through a stormwater treatment unit which are located in the last units prior to leaving the property. The stormwater treatment unit is designed to capture floating material and heavier sediment particles. The stormwater system is susceptible to bypass and scour during large storm event flows and pollutants. The Storm Drain Maintenance SOP is written to control and manage this system.

Trash Control

The 6-yard dumpsters, 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 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.

Snow Removal and Deicing Operations

Salt is a necessary pollutant and is vital to ensuring a safe pedestrian walking areas. 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 31st of each year.

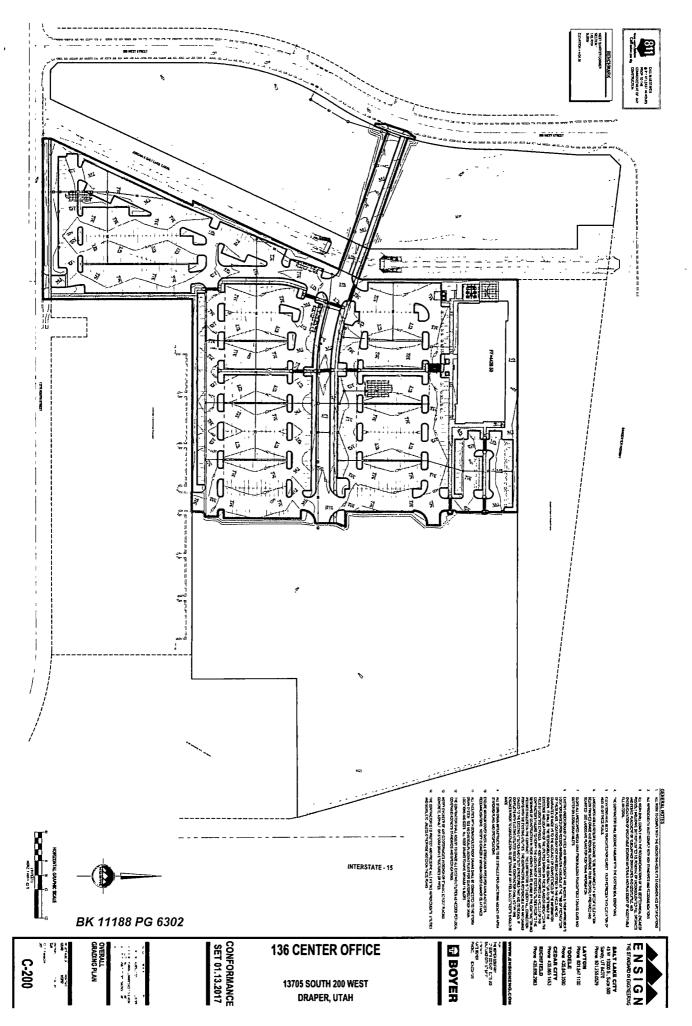
SECTION 4: APPENDICES

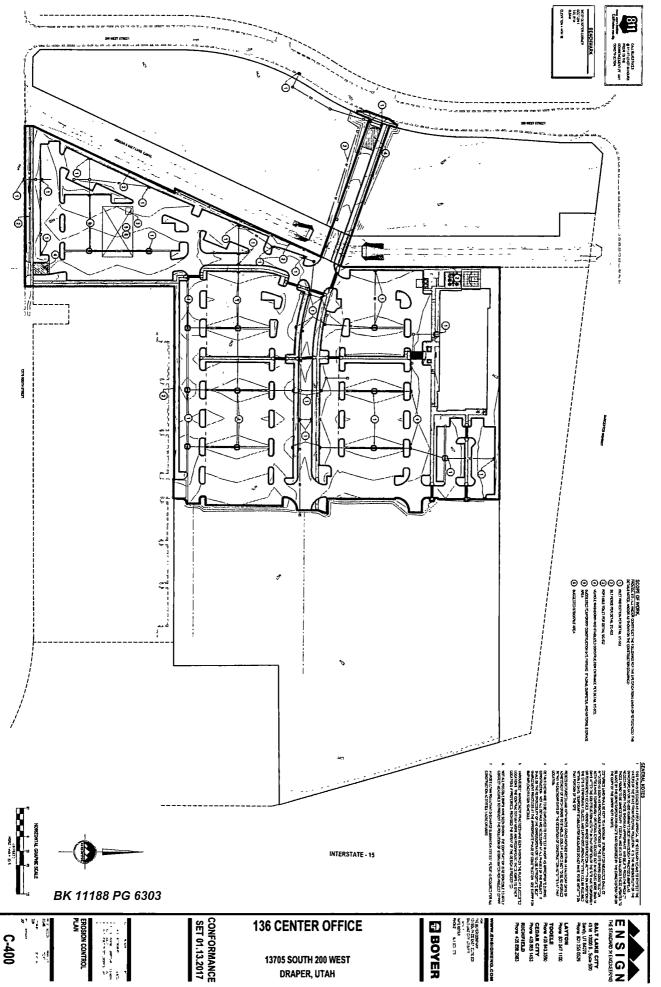
Appendix A- Site Drawings and Details

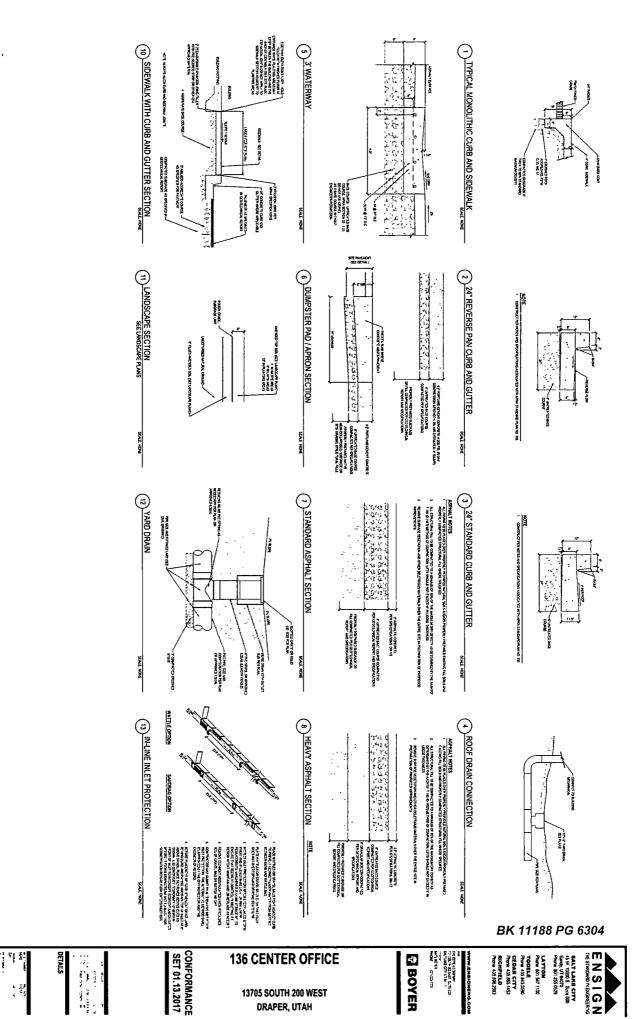
Appendix B- SOPs

Appendix C- Recordkeeping Documents

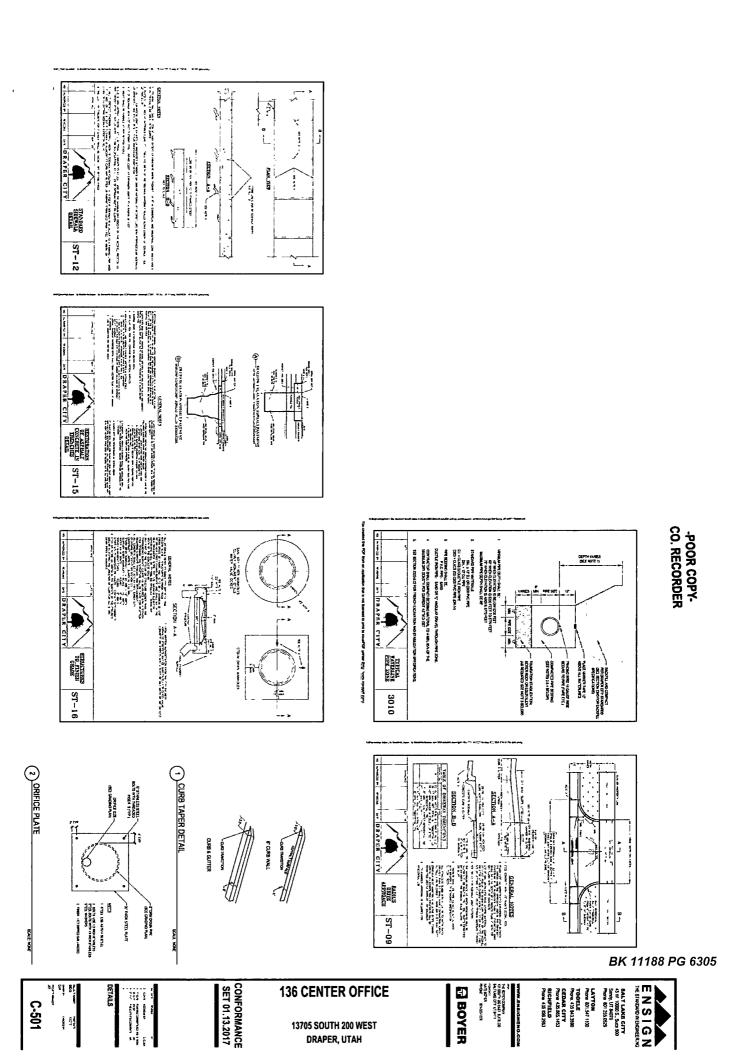
APPENDIX A - SITE DRAWINGS AND DETAILS

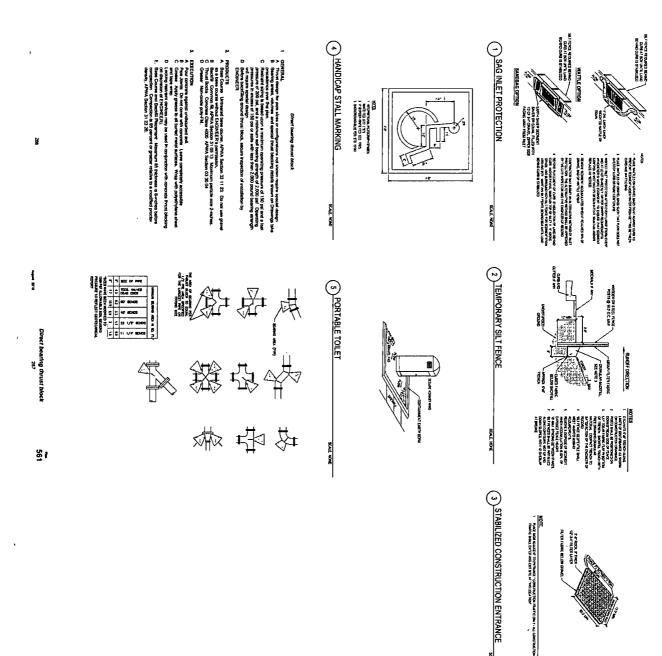


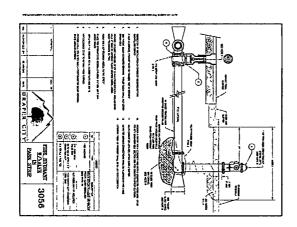




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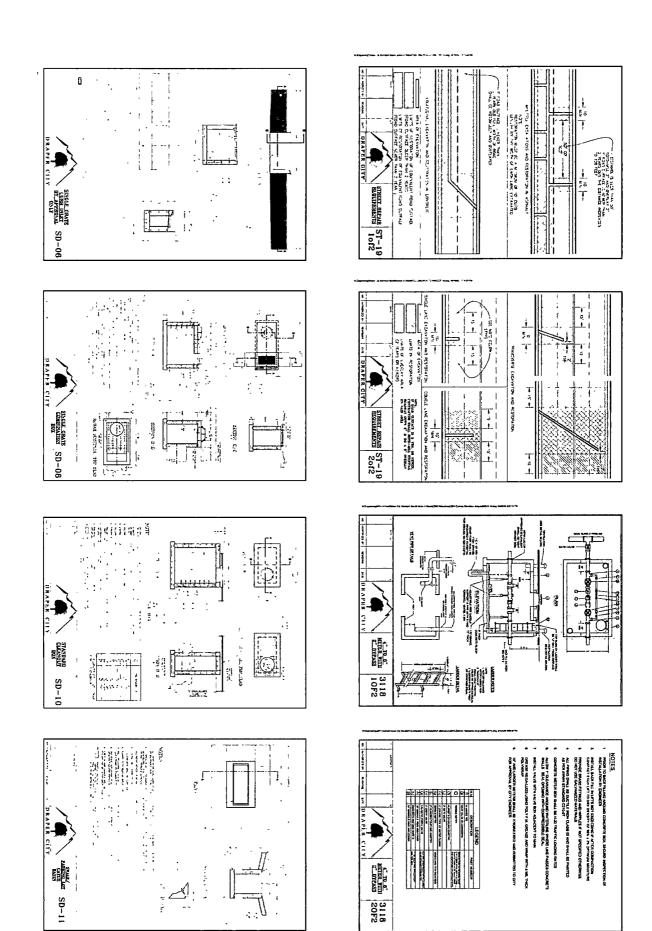






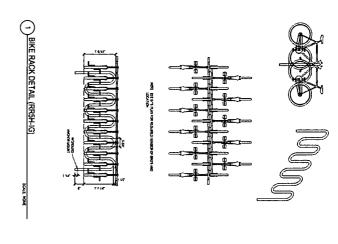
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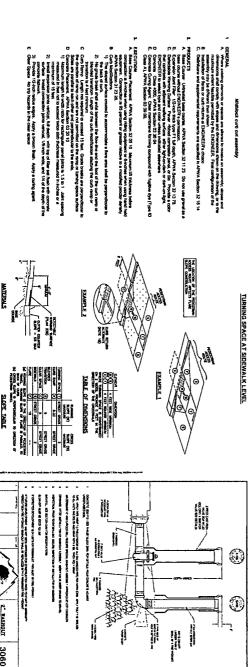
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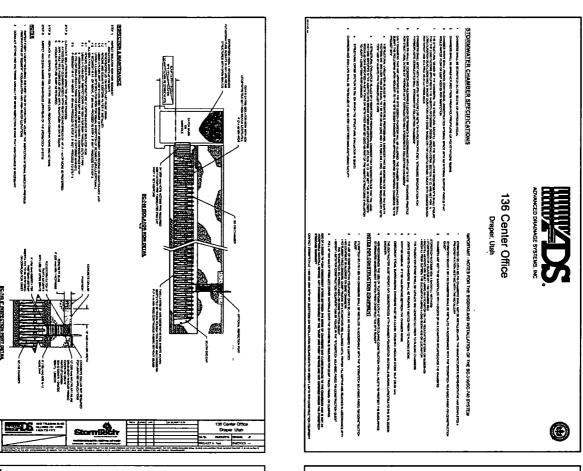


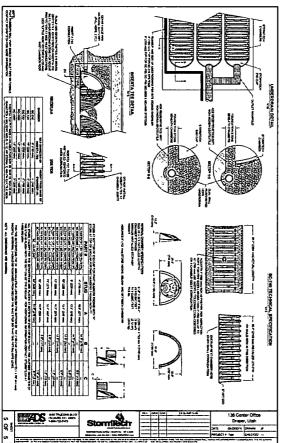
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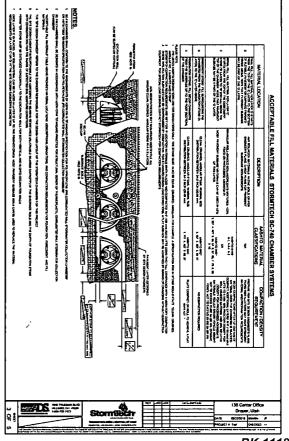
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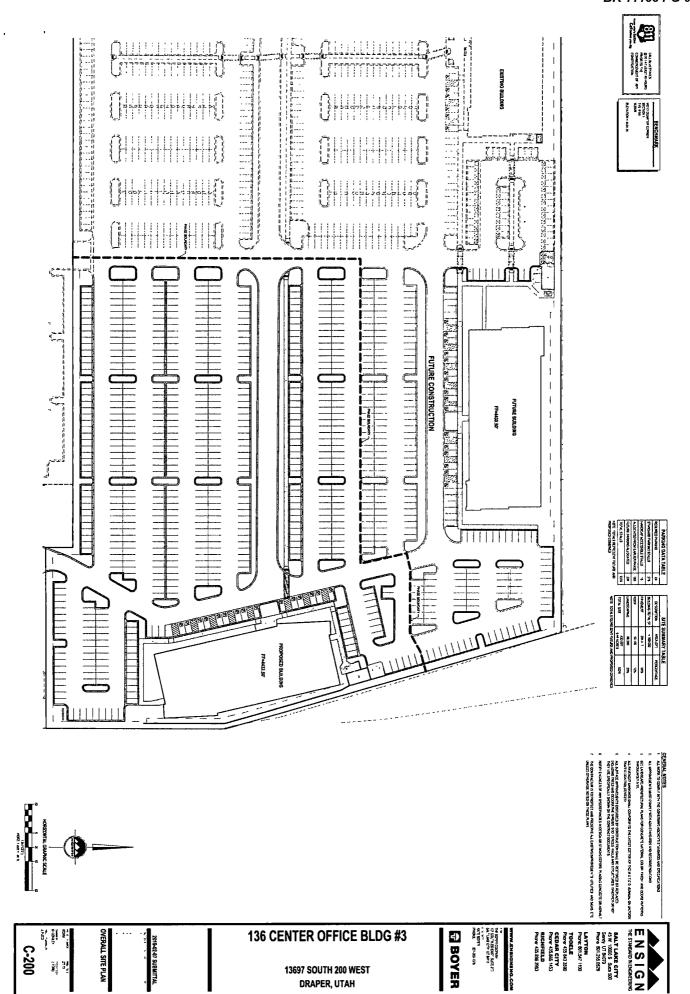
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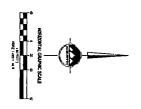
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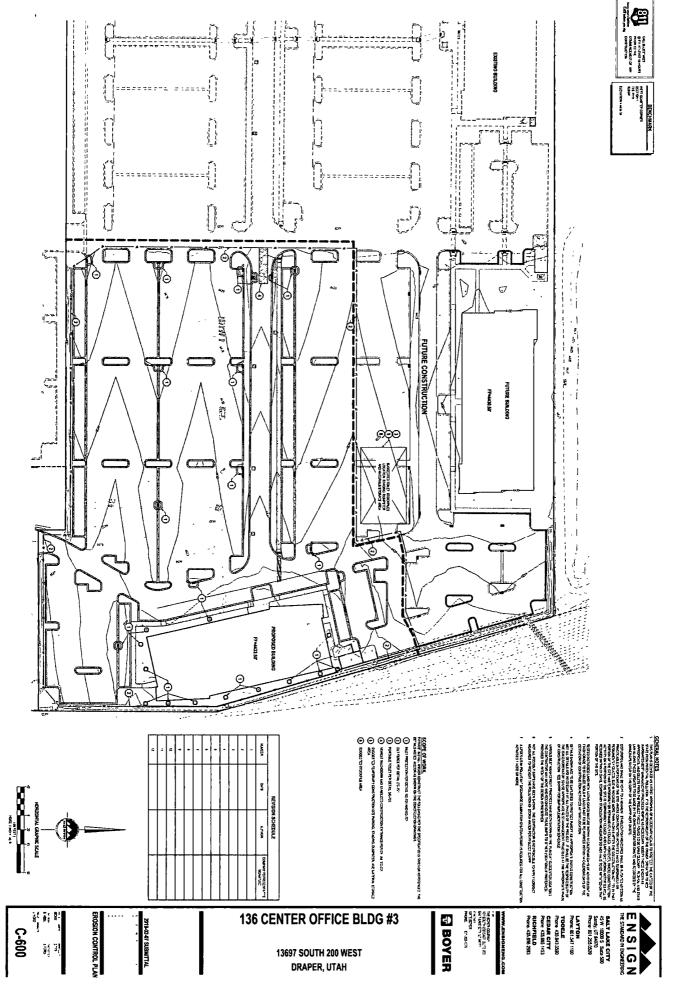


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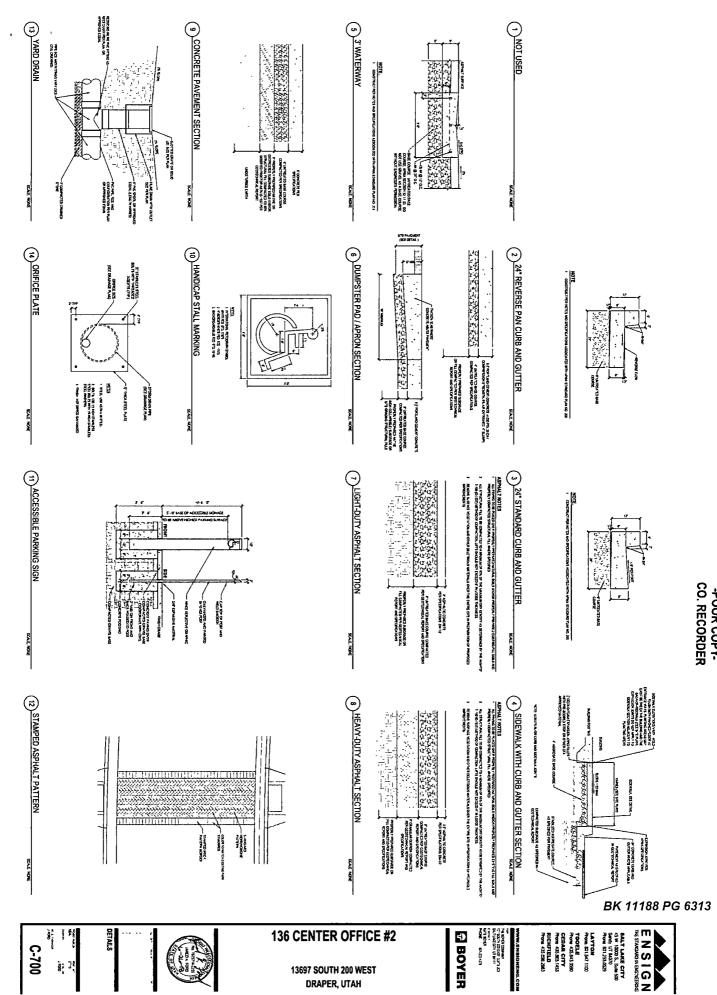
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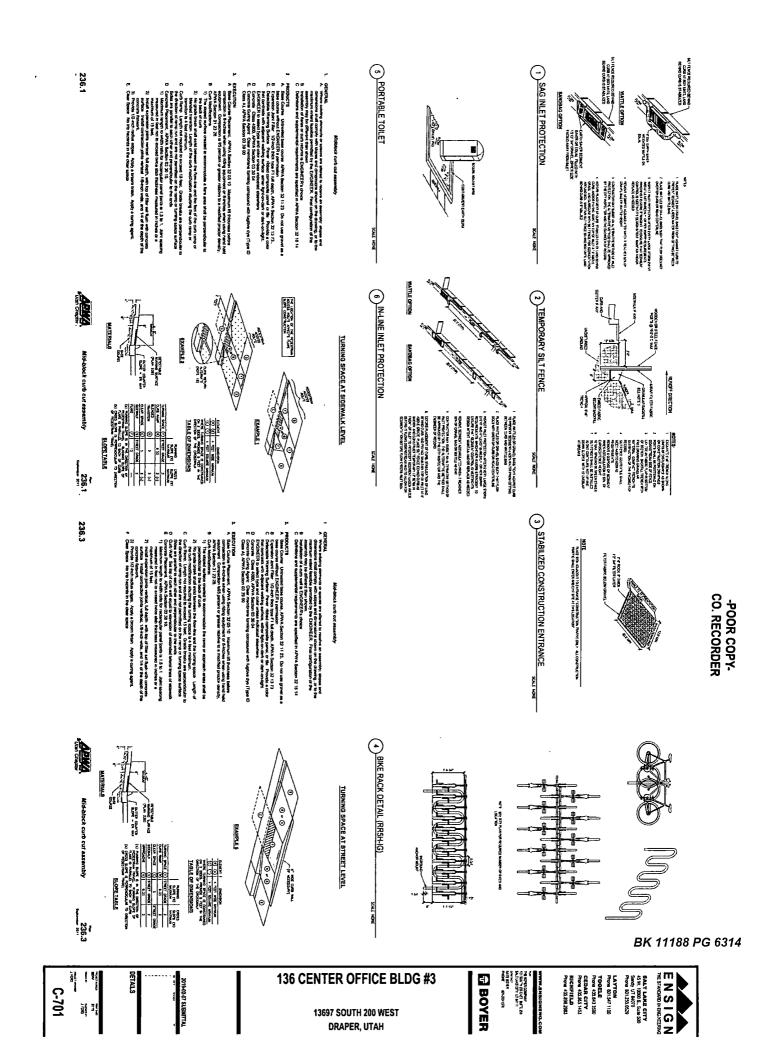


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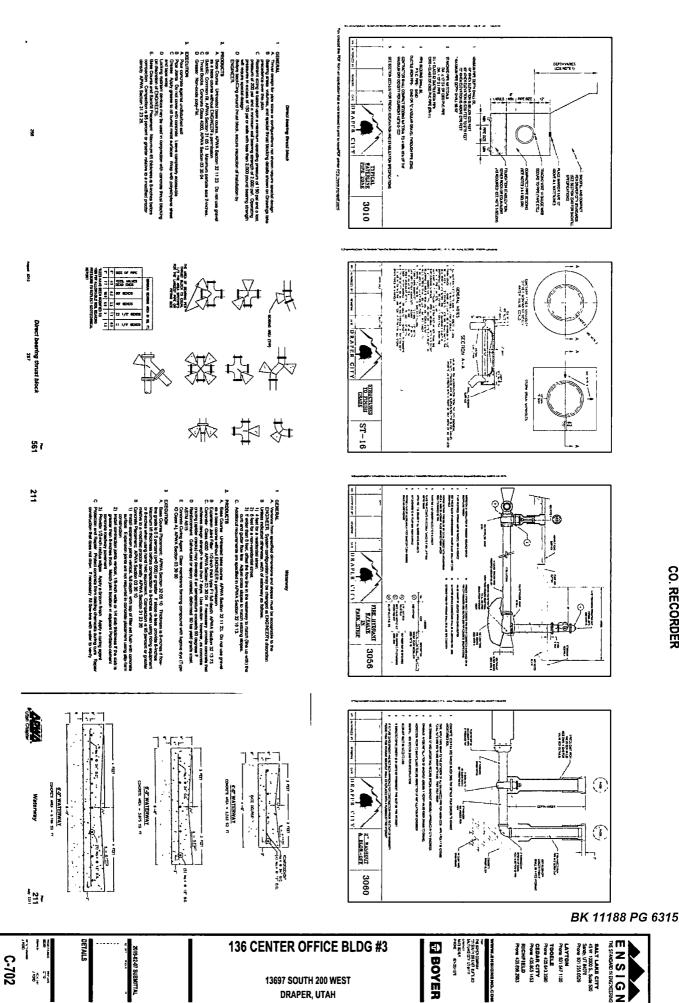


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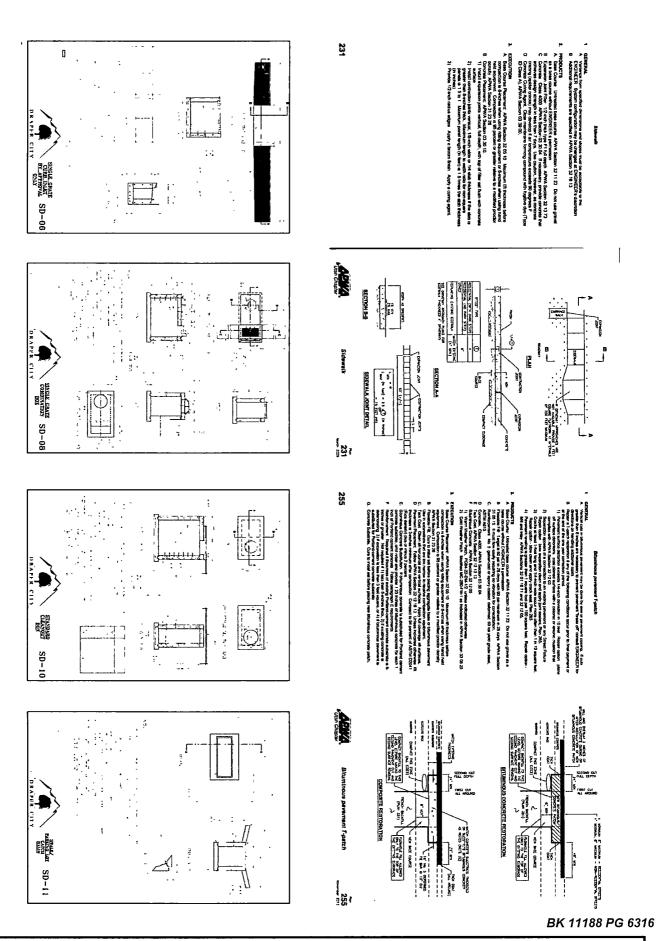




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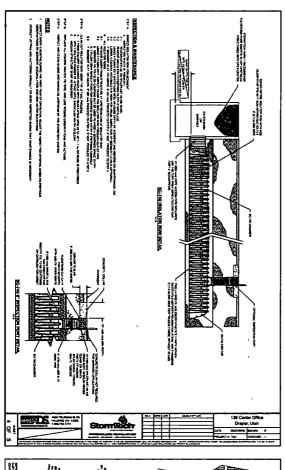
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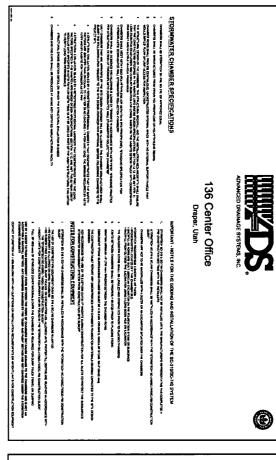
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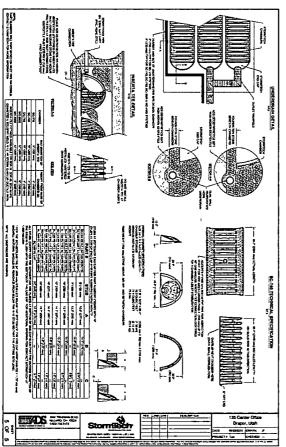
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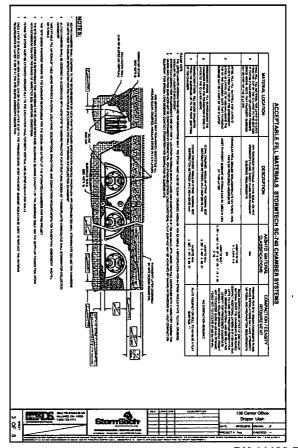
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APPENDIX B - SOPs

PARKING AND ROAD MAINTENANCE (SOP)

General:

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

1. Preparation

- a. Inform employees of proper parking and road maintenance to reinforce proper housekeeping.
- b. Restrict parking in areas to be swept prior to and during sweeping using regulations as necessary.

2. Process

- a. Ensure that designated parking areas and drive aisles are clean and clear of debris and sediments.
- b. Hand sweep sections of gutters in parking areas if soil and debris accumulate.
- c. Pick-up litter as required to keep parking areas clean and orderly.

3. Clean-up

- a. Dispose of debris and other materials removed from drive aisles and parking areas properly. Proper disposal of debris and other materials includes placing said materials in the designated dumpsters provided on site. Materials such as oil, batteries, and other hazardous waste must be disposed of at a hazardous waste facility. (Many local auto parts stores will dispose of used oil and vehicle batteries.)
- b. Do not store waste in locations where storm water could transport fines or liquids into the storm drain system.

4. Documentation

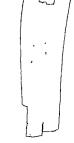
a. Document completed cleanup activities in "SMP Inspection Report".

5. Frequency

- a. Roadways should be swept once every three months and more frequently if inspections deem it necessary. Fall months will require street sweeping a minimum of once a month to prevent plant foliage from entering the storm drain system.
- b. Parking areas should be swept when inspections deem it necessary.

6. Inspections

- a. Inspections should occur once a month. Fall months will require a weekly inspection to ensure no plant foliage is in danger of entering or blocking the storm drain system.
- b. Inspections should identify any debris, trash or sediment on roadways and parking areas.
- c. Use inspections to ensure all SOPs are being followed.
- d. Use inspection results to alter maintenance frequency if necessary.



LANDSCAPE MAINTENANCE (SOP)

General:

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

1. Preparation

- a. Train employees on proper use of equipment and chemicals.
- b. Make sure your state Chemical Handling Certification is complete and up-to-date before handling any chemicals.
- c. Calibrate fertilizer and pesticide application equipment to avoid excessive application.
- d. Use pesticides only if there is an actual pest problem.
- e. Time and apply the application of fertilizers, herbicides or pesticides to coincide with the manufacturer's recommendation for best results ("Read the Label").
- f. Know the weather conditions. Do not use pesticides if rain is expected within a 24-hour period. Apply pesticides only when wind speeds are low (less than 5 mph).

2. Process

- a. Keep clippings away from storm drain system.
- b. Follow the manufacturer's recommendations for mixing, application and disposal of fertilizer and pesticides. ("Read the Label").
- c. Do not mix or prepare pesticides for application near storm drains, preferably mix inside a protected area with impervious secondary containment so that spills or leaks will not contact soils.
- d. Employ techniques to minimize off-target application (e.g. spray drift, over broadcasting.) of pesticides and fertilizers.

3. Clean-up

- a. Sweep or blow small clippings into landscape areas, or collect and properly dispose of in designated dumpsters provided on site.
- Dispose of large clippings in approved locations or containers per waste management sop.
- c. Sweep or blow pavements or sidewalks where fertilizers or other solid chemicals have fallen, back onto grassy areas before applying irrigation water. Ensure that all fertilizers or other solid chemicals are completely cleaned off pavements or sidewalks following every application.
- d. Triple rinse pesticide and herbicide containers, and use rinse water as product. Dispose of unused pesticide as hazardous waste. Do not rinse onto pavements or hardscape areas which may cause a downstream impact.
- e. Always follow all federal and state regulations governing use, storage and disposal of fertilizers, herbicides or pesticides and their containers. ("Read the Label")

4. Documentation

- a. Document completed cleanup activities in "SMP Inspection Report".
- b. Keep copies of MSDS sheets for all pesticides, fertilizers and other hazardous products used.

5. Frequency

- a. Landscape maintenance should occur weekly during spring and summer months or whenever inspections deem it necessary.
- b. During fall months leaves and foliage should be collected when inspections deem it necessary.

6. Inspections

- a. Inspections should occur on a seasonal weekly basis when maintenance is occurring.
- b. Inspections should identify any leaves, clippings, or trimmings left in runoff
- c. Inspections should identify any possible fertilizers, pesticides or chemicals that may enter storm water system.
- d. Use inspections to ensure all SOPs are being followed.
- e. Use inspection results to alter maintenance frequency if necessary.

WASTE MANAGEMENT (SOP)

General:

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

1. Preparation

- a. Proper disposal of trash includes placing waste materials in the designated dumpster receptacles provided on site. Materials such as oil, batteries (no alkaline), ink jet cartridges, cell phones, paint, etc., are considered household hazardous waste and must be disposed of at the Household Hazardous Waste (HHW) facility at the Trans-Jordan Landfill.
- b. During collection hours ensure that
- c. employees do not park vehicles near collection container.

2. Process

- a. Perform regular inspections of dumpster container for leaks, and have repairs made immediately by responsible party.
- b. Request/use dumpsters with lids and without drain holes.
- c. Do not overfill container so that the lid will not close.
- d. Keep lid on container closed to prevent trash from blowing out or container filling with water.

3. Clean-up

a. Keep areas around garbage container clean of all garbage and debris.

- b. Have garbage container emptied regularly to keep from overfilling. Special caution should be used for all lightweight trash because in the case of strong winds, this lightweight trash may be blown out of the garbage container. In this case, clean-up may be needed in roadways and/or landscape areas due to wind-blown debris.
- c. Wash out dumpsters as needed to keep odors from becoming a problem. Wash water must not enter into any storm drain system.

4. Documentation

a. Document completed cleanup activities in "SMP Inspection Report".

5. Frequency

a. Waste management should be ongoing at all times. Employees should ensure all waste is disposed of in dumpster container and ready for pickup.

6. Inspections

- a. Inspections should occur once a month.
- Inspections should identify any damage to garbage containers, any cracks or holes which may allow waste to leak into roadways. (Replace container when necessary)
- c. Inspections should ensure garbage container is being used properly without overfilling container and lid is closed.
- d. Use inspections to ensure all SOPs are being followed.

STORM WATER CONVEYANCE SYSTEMS (SOP)

General:

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

1. Preparation

- a. Inform owners and management that storm water systems cannot be used for disposing of materials.
- b. Do visual inspection on outside of grate.
- c. Check for broken parts of the system that may need to be replaced.
- d. Do visual inspection inside cleanout boxes. (DO NOT ENTER ANY MANHOLE OR CLEANOUT BOX)

2. Process

- a. Remove any large loose debris and sorbent materials with hand tools.
- b. Clean system (pipes and boxes) using a high powered vacuum truck to suck out standing water and sediment.
- c. Use a high pressure washer to break up any remaining material in the catch basins and cleanout boxes, while capturing resulting slurry with vacuum.
- d. Once catch basins and clean out boxes are clean, clean any sediment that may remain within the pipes.

3. Clean-up

- a. When vacuum truck is full of sediment take it to designated locations to dump all sediment out of the truck into a drying bed.
- b. Wash down area before leaving the designated dump location.

4. Documentation

- a. Document completed cleanup activities in "SMP Inspection Report".
- b. Record the amount of waste collected and number of catch basins cleaned and the area they were cleaned in. Keep any notes or comments of any problems encountered.

5. Frequency

a. Use inspection results and clean storm drain system when necessary.

6. Inspections

- a. Inspections should occur twice a year or after a large storm event for the storm drain system.
- b. Inspections should identify any flow obstructions, or damage to the system.
- c. Inspections should identify any sediment buildup in pipes and clean out boxes. If more than 2" of sediment and debris is present in pipes or boxes then maintenance is needed.
- d. Use inspections to ensure all SOPs are being followed.
- e. Use inspection results to determine maintenance frequency.

SPILL RESPONSE (SOP)

General:

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

1. Preparation

- a. Understand Material Safety Data Sheet (MSDS) for handling of product.
- b. Supervisors ensure that employees handling and transporting chemicals are trained on the proper procedures.
- c. Determine proper place of handling.
- d. Have necessary containment and spill kits at handling place
- e. Have proper Personal Protective Equipment (PPE) available and wear it prior to handling chemicals as necessary or as required.

2. Process

- a. Wear proper PPE for the chemical being used, transported or handled.
- b. Begin transfer or handling process.
- c. Discontinue process if spills occur.
- d. Disconnect and store handling equipment.

3. Clean-up

a. Do not wash spill down the storm drain.

- b. Clean up spills with proper material using dry methods or other means that will pick the spill up. The dry method includes using sorbent materials, broom and shovel, and vacuum operations. If using water and/or detergents to clean the spilled material, this waste must be vacuumed or effectively picked up by other methods.
- c. Dispose of contaminated material at appropriate facility. Appropriate facilities include dumpsters and receptacles so long as waste is solid at time of disposal. Liquid waste may be disposed in the sanitary sewer system after the following conditions have been met:
 - i. Dry cleanup methods have been used to remove the bulk of the spill and disposed per the Waste Management SOP.
 - ii. 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.
- 4. Documentation
 - a. Document completed cleanup activities in "SMP Inspection Report".
- 5. Frequency
 - a. Spill response should occur after every spill event.
- 6. Inspections
 - a. Inspections should occur after every spill response event.
 - b. Use inspections to ensure all SOPs are being followed.

APPENDIX C - PLAN RECORDKEEPING DOCUMENTS

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.

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

Annual Summary of LTSWMP effectiveness, inefficiencies, problems, necessary changes etc.				
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^{*}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
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^{*}You may create your own form that provides this same information or request a word copy of this document.