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When recorded, mail to:

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

13959717 B: 11342 P: 9965 Total Pages: 37
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Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: DRAPER RECORDER'S OFFICE
1020 E. PIONEER RD. DRAPER, UT 84020



Affects Parcel No(s): Tax Parcel No's. 33-01-252-007 and No. 33-01-252-008

STORMWATER POLLUTION PREVENTION MAINTENANCE AGREEMENT

This Stormwater Pollution Prevention Maintenance Agreement ("Agreement") is made and entered into this 23rd day of March, 2022, by and between Draper City, a Utah municipal corporation ("City"), and KG Store 2500 L.L.C, an Iowa Limited Liability Company ("Owner").

RECITALS

WHEREAS, the City is authorized and required to regulate and control the disposition of storm and surface waters, as set forth in the Draper City Municipal Code Chapter 16-2, as amended ("Ordinance"), adopted pursuant to the Utah Water Quality Act, as set forth in *Utah Code Ann.* §§ 19-5-101, *et seq.*, as amended ("Act"); and

WHEREAS, the Owner hereby represents and acknowledges that it is the owner in fee simple of certain real property more particularly described in Exhibit "A," attached hereto and incorporated herein by this reference ("Property"); and

WHEREAS, the Owner desires to build or develop the Property and/or to conduct certain regulated construction activities on the Property which will alter existing storm and surface water conditions on the Property and/or adjacent lands; or

WHEREAS, the Owner's existing property was completed after January 1, 2003; disturbed an area greater than or equal to one acre, or disturbed less than one acre and is part of a larger common plan of development or sale; and is served by a private on-site stormwater management facility; and

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

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

WHEREAS, the summary description of all Stormwater Facilities, details and all appurtenance draining to and affecting the Stormwater Facilities and establishing the standard operation and routine maintenance procedures for the Stormwater Facilities, and control measures installed on the Property, ("Stormwater Maintenance and Preservation Plan") is more particularly shown in Exhibit "B" on file with the County Recorder's Office; and

WHEREAS, a condition of Development Plan approval, and as required as part of the City's Small MS4 UPDES General Permit from the State of Utah, Owner is required to enter into this Agreement establishing a means of documenting the execution of the Stormwater Maintenance and Preservation Plan; and

NOW, THEREFORE, in consideration of the benefits received and to be received by the Owner, its successors and assigns, as a result of the City's approval of the Stormwater Maintenance and Preservation Plan, and the mutual covenants contained herein, the parties agree as follows:

Section 1

Construction of Stormwater Facilities. The Owner shall, at its sole cost and expense, construct the Stormwater Facilities in accordance with the Development Plans and specifications, and any amendments thereto which have been approved by the City.

Section 2

Maintenance of Stormwater Facilities. The Owner shall, at its sole cost and expense, adequately maintain the Stormwater Facilities. Owner's maintenance obligations shall include all systems and appurtenances built to convey stormwater, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance, for purposes of this Agreement, is defined as good working condition so that the Stormwater Facilities are performing their design functions. The Owner shall, at its sole cost and expense, perform all work necessary to keep the Stormwater Facilities in good working condition.

Section 3

Annual Maintenance Report of Stormwater Facilities. The Owner shall, at its sole cost and expense, inspect the Stormwater Facilities and submit an inspection report and certification to the City. The purpose of the inspection and certification is to assure safe

and proper functioning of the Stormwater Facilities. The annual inspection shall cover all aspects of the Stormwater Facilities, including, but not limited to, the parking lots, structural improvements, berms, channels, outlet structure, pond areas, access roads, vegetation, landscaping, etc. Deficiencies shall be noted in the inspection report. The report shall also contain a certification by the Owner, or the Owner's officers, employees, agents, and representatives as to whether adequate maintenance has been performed and whether the structural controls are operating as designed to protect water quality. The annual inspection report and certification shall be due by July 31st of each year and shall be on forms acceptable to the City.

Section 4

City Oversight Inspection Authority. The Owner hereby grants permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the Stormwater Facilities upon reasonable notice to the Owner of at least three business days. Such inspections shall be conducted in a reasonable manner and at reasonable times, as determined appropriate by the City. The purpose of the inspection shall be to determine and ensure that the Stormwater Facilities are being adequately maintained, are continuing to perform in an adequate manner, and are in compliance with the Act, the Ordinance, and the Stormwater Facilities Maintenance Plan.

Section 5

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

Section 6

Owner to Make Repairs. The Owner shall, at its sole cost and expense, make such repairs, inspections, changes or modifications to the Stormwater Facilities as may be determined as reasonably necessary by the City within the required cure period to ensure that the Stormwater Facilities are adequately maintained and continue to operate as designed and approved.

Section 7

City's Corrective Action Authority. In the event the Owner fails to adequately maintain the Stormwater Facilities in good working condition acceptable to the City, the City may correct a violation of the design standards or maintenance needs by performing all necessary work to place the facility in proper working condition. Prior to commencing work the City shall have complied with Section 5 and given Owner a second notice to cure or correct within 15 days served according to the delivery methods described in Section 5. It is expressly understood and agreed that the City is under no obligation to maintain or repair the Stormwater Facilities, and in no event shall this Agreement be construed to impose any such obligation on the City. The actions described in this Section are in addition to and not in lieu of any and all equitable remedies available to

the City as provided by law for Owner's failure to remedy deficiencies or any other failure to perform under the terms and conditions of this Agreement.

Section 8

Reimbursement of Costs. In the event the City, pursuant to this Agreement, incurs any costs, or expends any funds resulting from enforcement or cost for labor, inspections, use of equipment, supplies, materials, and the like related to storm drain disconnection from the City system, the Owner shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City. Owner shall also be liable for any collection costs, including attorneys' fees and court costs, incurred by the City in collection of delinquent payments.

Section 9

Successor and Assigns. This Agreement shall be recorded in the County Recorder's Office and the covenants and agreements contained herein shall run with the land and whenever the Property shall be held, sold, conveyed or otherwise transferred, it shall be subject to the covenants, stipulations, agreements and provisions of this Agreement which shall apply to, bind and be obligatory upon the Owner hereto, its successors and assigns, and shall bind all present and subsequent owners of the Property described herein.

Section 10

Severability Clause. The provisions of this Agreement shall be severable and if any phrase, clause, sentence or provision is declared unconstitutional, or the applicability thereof to the Owner, its successors and assigns, is held invalid, the remainder of this Covenant shall not be affected thereby.

Section 11

Utah Law and Venue. This Agreement shall be interpreted under the laws of the State of Utah. Any and all suits for any claims or for any and every breach or dispute arising out of this Agreement shall be maintained in the appropriate court of competent jurisdiction in Salt Lake County, Utah.

Section 12

Indemnification. This Agreement imposes no liability of any kind whatsoever on the City. The Owner hereby agrees to indemnify and hold the City and its officers, employees, agents and representatives from and against all actions, claims, lawsuits, proceedings, liability, damages, accidents, casualties, losses, claims, and expenses (including attorneys' fees and court costs) that directly result from the performance of this agreement, but only to the extent the same are caused by any negligent or wrongful act or omissions of the Owner, or the Owner's officers, employees, agents, and representatives.

Section 13

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

Section 14

Exhibit B. Stormwater Maintenance and Preservation Plan (SWMP) must adapt to change in good judgment when site conditions and operations change and when existing programs are ineffective. Exhibit B shall be filed with this agreement at the County Recorder's Office.

STORMWATER POLLUTION PREVENTION MAINTENANCE AGREEMENT

SO AGREED this _____ day of _____ 20_____.

PROPERTY OWNER

By: [Signature] Title: Senior Site Development Manager

By: _____ Title: _____

STATE OF ~~UTAH~~ IOWA)

:ss.

COUNTY OF POLK)

The above instrument was acknowledged before me by RYAN HANDEK, this 02 day of May, 2022.

[Signature]

Notary Public

Residing in: POLK COUNTY, IOWA

My commission expires: FEB. 13, 2023



DRAPER CITY

By: [Signature] Date: 5/24/2022
Public Works Director _____

Attest: [Signature]
City Recorder

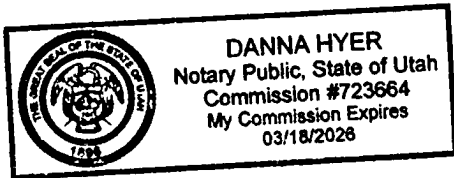
Approve to form: [Signature]
City Attorney

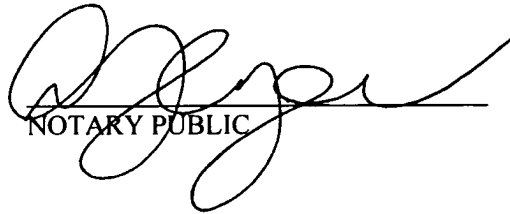


CITY'S ACKNOWLEDGMENT

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On the 24 day of May, 2022, personally appeared before me Scott Cooky, who being duly sworn, did say that he is the City Engineer of City of Draper, a municipal corporation, and that this instrument was signed in behalf of City by authority of its governing body and the City Engineer acknowledged to me that City executed the same.




NOTARY PUBLIC

Attachments:

Exhibit A: Plat and Legal Description

Exhibit B: Stormwater Maintenance and Preservation Plan

EXHIBIT A

BOUNDARY DESCRIPTION

BEGINNING AT A POINT ON THE EAST LINE OF 200 WEST STREET WHICH IS 1593.91 FEET NORTH 89°59'54" WEST ALONG THE SECTION LINE AND 770.99 FEET NORTH 0°00'06" EAST FROM THE EAST QUARTER CORNER OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE ALONG SAID EAST LINE OF 200 WEST STREET (3) THREE COURSES AS FOLLOWS, NORTHERLY ALONG THE ARC OF A 596.37 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 200.48 FEET (CENTRAL ANGLE EQUALS 19°15'39" AND LONG CHORD BEARS NORTH 09°37'01" EAST 199.54 FEET) TO A POINT OF NON-TANGENCY, NORTH 0°00'49" WEST 27.40 FEET, NORTH 4°06'16" EAST 164.47 FEET, AND NORTH 0°00'49" WEST 66.39 FEET; THENCE NORTH 44°59'11" EAST 32.24 FEET TO THE SOUTH LINE OF BANGERTER HIGHWAY; THENCE SOUTH 82°57'18" EAST 125.37 FEET ALONG SAID SOUTH LINE; THENCE SOUTH 0°11'33" WEST 75.65 FEET; THENCE SOUTH 89°48'27" EAST 49.21 FEET TO THE WEST LINE OF THE JORDAN AND SALT LAKE CANAL; THENCE ALONG SAID CANAL (2) TWO COURSES AS FOLLOWS: SOUTH 0°04'54" WEST 440.68 FEET AND SOUTH 24°59'11" WEST 28.02 FEET; THENCE NORTH 70°45'06" WEST 242.34 FEET TO THE POINT OF BEGINNING.

CONTAINS: 10,3546 SQ.FT. OR 2.377 ACRES

EXHIBIT B

Long-Term Stormwater Management Plan

for:

Kum & Go
200 West & Bangerter Highway
Draper, UT, 84020

Ryan Halder
Kum & Go, L.C.
6400 Weston Parkway
West Des Moines, IA 50266

Kum & Go
Phone Number: 515-457-6232
Email: ryan.halder@kumandgo.com

PURPOSE AND RESPONSIBILITY

As required by the Clean Water Act and resultant local regulations, including Draper 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 Jordan River is impaired but does not have a TMDL. The LTSWMP is also aimed at addressing the Jordan River impairments in addition to all other pollutants responsible by property owners.

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 at our site is limited at controlling and containing pollutants and our operations if managed improperly can contaminate the environment. This LTSWMP includes standard operations procedures (SOP)s that are intended to compensate for the pollution containment 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

Any sediment, leaves, debris, spilt fluids or other waste that collects on our parking areas and sidewalks will be carried by runoff to our flood and water quality control system. These solids will fill in our system and be separated by a snout, requiring future dredging and cleaning. Also any liquids and dissolved solids can contaminate groundwater. During very intense storm events excess runoff can pass through our system increasing risk to the Jordan River.

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. These solids will fill in our system requiring future dredging and cleaning. 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. This flood control system is a low impact system intended to trap and treat our urban pollutants on the surface to protect downstream water resources. Our system also includes underground detention storage and infiltration system, and oil/sediment/trash traps. The underground detention storage and infiltration system will include an isolator row, designed to capture the “first flush” and will treat stormwater and remove suspended solids. The isolator row will be wrapped in a geotextile fabric and a filter strip that will enhance pollutant removal and will provide surface area for infiltration and runoff reduction. The isolator row will provide for easy access for inspection and maintenance.

The frequency of inspection and maintenance will vary for each location based upon site specific variables. At a minimum, StormTech recommends annual inspections, with inspection of the isolator row every 6 months for the first year of operation. Maintenance will be accomplished using a JetVac process to scour and suspend sediments within the isolator row for vacuuming through the manhole. It is important for the isolator to be cleaned out routinely, to avoid contamination of the ground water.

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 dumpster and 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. In addition, our dumpster pad slopes toward our pavement and any leaks can leach into runoff staining our pavement, causing smell and increasing groundwater contamination risk.

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 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.

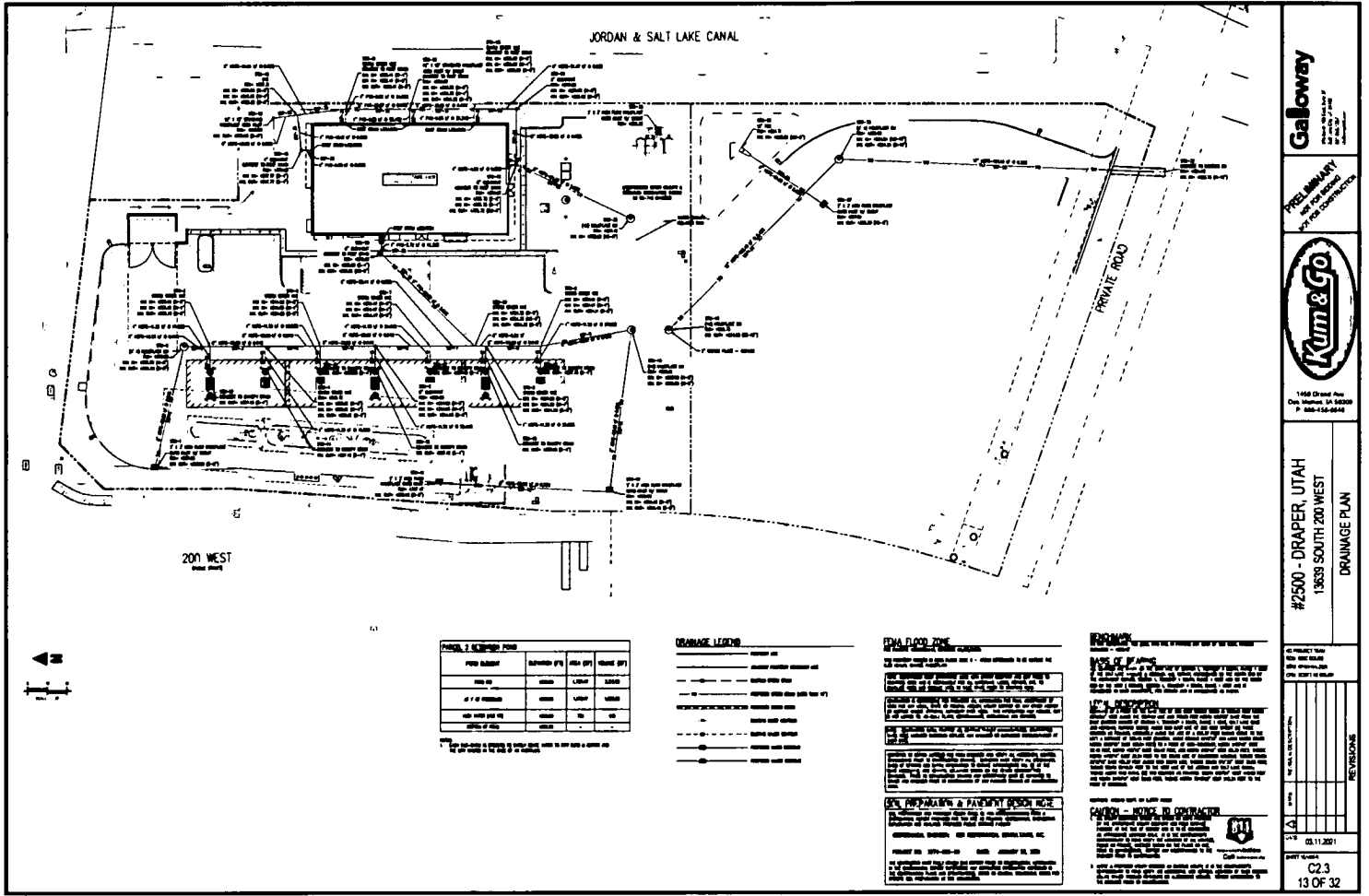
SECTION 3: RECORDKEEPING

Maintain records of operation and maintenance activities in accordance with SOPs. Mail a copy of the record to Draper City 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



201 WEST
HIGHWAY

JORDAN & SALT LAKE CANAL

PRIVATE ROAD

TABLE 2 - SUMMARY FORM

PIPE SIZE	LENGTH (FT)	AREA (SQ)	DEPTH (FT)
12"	1000	1000	3.00
15"	500	500	3.00
18"	200	200	3.00
24"	100	100	3.00

DRAINAGE LEGEND

---	12" DRAINAGE PIPE
---	15" DRAINAGE PIPE
---	18" DRAINAGE PIPE
---	24" DRAINAGE PIPE
---	30" DRAINAGE PIPE
---	36" DRAINAGE PIPE
---	42" DRAINAGE PIPE
---	48" DRAINAGE PIPE
---	54" DRAINAGE PIPE
---	60" DRAINAGE PIPE

NOTES

1. ALL PIPE SHALL BE 15' SPAN APPROXIMATE TO BE INSTALLED TO THE DEPTH INDICATED ON THIS PLAN.

2. ALL PIPE SHALL BE 15' SPAN APPROXIMATE TO BE INSTALLED TO THE DEPTH INDICATED ON THIS PLAN.

3. ALL PIPE SHALL BE 15' SPAN APPROXIMATE TO BE INSTALLED TO THE DEPTH INDICATED ON THIS PLAN.

4. ALL PIPE SHALL BE 15' SPAN APPROXIMATE TO BE INSTALLED TO THE DEPTH INDICATED ON THIS PLAN.

5. ALL PIPE SHALL BE 15' SPAN APPROXIMATE TO BE INSTALLED TO THE DEPTH INDICATED ON THIS PLAN.

CAUTION - BEFORE TO OPERATOR

BEFORE OPERATING THIS EQUIPMENT, THE OPERATOR SHALL READ AND UNDERSTAND THE OPERATING INSTRUCTIONS AND SAFETY PRECAUTIONS WHICH ARE SUPPLIED WITH THIS EQUIPMENT.

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Galway
PRELIMINARY
NOT FOR CONSTRUCTION

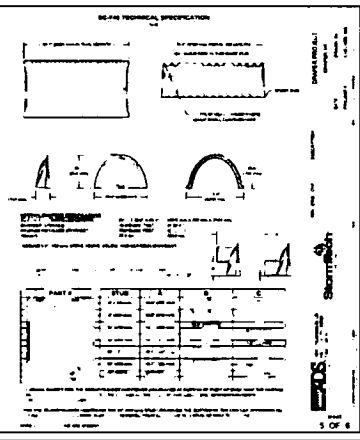
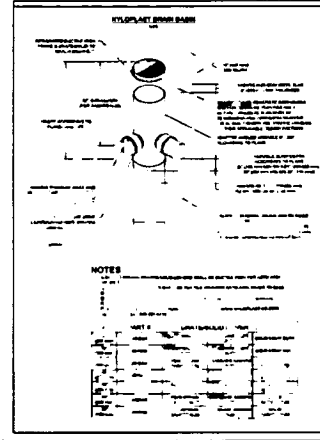
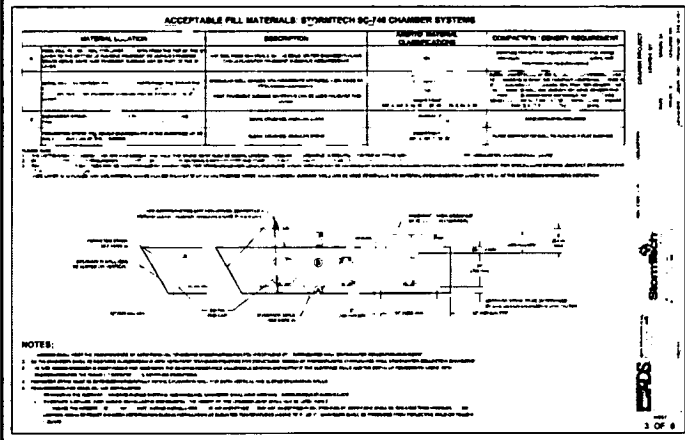
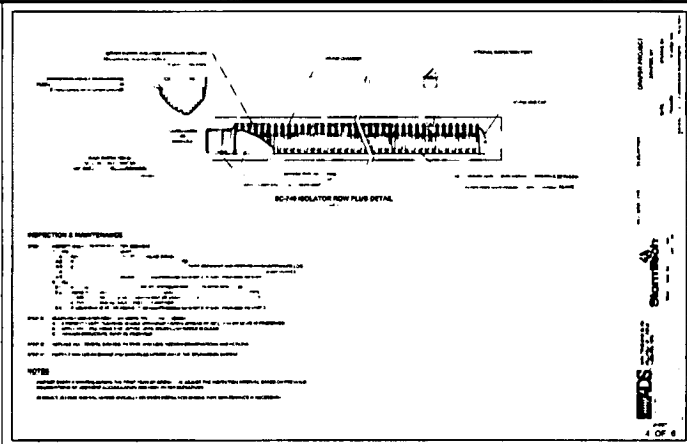
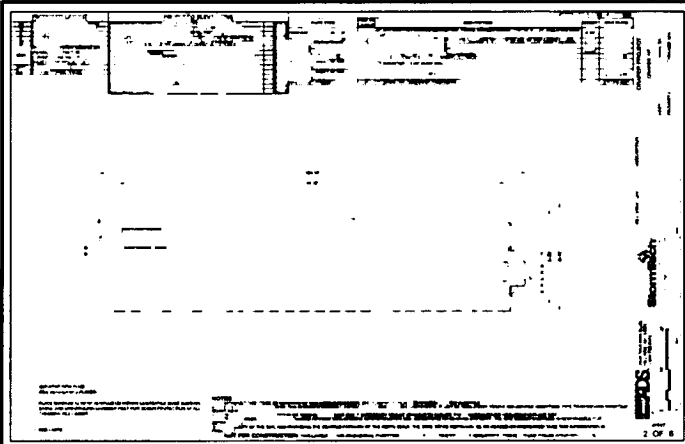
Kum&Go
1466 Draper Ave.
Draper, Utah 84020
P. 801-224-4444

#2500 - DRAPER, UTAH
13639 SOUTH 200 WEST
DRAINAGE PLAN

REVISIONS

NO.	DATE	DESCRIPTION
1	03.11.2011	

PROJECT NO. C2.3
13 OF 32



Galloway

1150 Drake Ave
 Salt Lake City, UT 84143
 P: 801-466-2244

PRELIMINARY
 NOT FOR CONSTRUCTION

Kum & Go

1150 Drake Ave
 Salt Lake City, UT 84143
 P: 801-466-2244

#2500 - DRAPER, UTAH
13639 SOUTH 200 WEST
DRAINAGE DETAILS

DATE: 05/11/2017

SCALE: C2.5

15 OF 32

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 contaminants in the Jordan 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.
- b) 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.
- c) 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.
- d) 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

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 Jordan 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 increase cost.

2. Maintenance Procedure:

- a) Maintain healthy vegetation root systems. Healthy root systems will improve performance of permeable low impact system landscape areas maintaining more desirable infiltration rates.
- b) Grooming
 - Lawn Mowing – Immediately following operation sweep or blow clippings onto vegetated ground.
 - Fertilizer Operation – Prevent overspray. Sweep or blow fertilizer onto vegetated ground immediately following operation.
 - Herbicide Operation – Prevent overspray. Sweep or blow 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 and over the project site and at end of work period. Light weight debris and landscape materials can require immediately attention when wind 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 or daily
 - Scheduling work when weather forecast are clear.

e) Cleanup:

- Use dry cleanup methods, e.g. square nose shovel and broom and it is 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 have 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 receptacles and dumpster. Also liquids can leak from the waste haul trucks.
- c) Beware of dumpster capacity. Solve capacity issues. Leaving bags outside of dumpster is not acceptable.

3. Waste Disposal Restrictions for all waste Scheduled for the Trans-Jordan 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 other disposal requirements are specifically identified by the product SDS or otherwise specified in other SOPs.
- b) Know the facility disposal requirements and restrictions. It should not be assumed that all waste disposed in collection devices will be disposed at the Trans-Jordan Landfill.
- c) Review Trans-Jordan Landfill regulations for additional restrictions and understand what waste is prohibited in the Trans-Jordan Landfill. Ensure the SDS and Trans-Jordan Landfill regulations are not contradictory.

Generally the waste prohibited by the Trans-Jordan Landfill is:

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

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

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

- a) Generally for waste not accepted by the Trans-Jordan Landfill.
- b) Follow SDS for disposal requirements. Review Salt Lake Valley Landfill regulations for additional restrictions and understand what waste is prohibited in the Salt Lake Valley Landfill. Ensure the SDS and Salt Lake Valley Landfill regulations are not contradictory
General rules are:
 - Get approval prior to delivery.
 - Transport waste in secure leak proof containers that are clearly labeled.
- c) Lookup and follow disposal procedures for disposal of waste at other EPA approved sites, the SLCo HD # is a good resource, 385-468-3862

5. Training:

- a) Annually and at hire
- b) Inform staff and service contractors when incorrect SOP implementation is observed.

Storm Drain Maintenance

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 Jordan River.

2. Inspections:

- a) Inspect oil/sediment/trash trap. Remove any floating trash at each inspection interval with rake or other means. Remove sediments accumulations of 2" and more.
- b) Inspect oil/sediment/trash trap for floating material. Oil may be removed with the heavy sediment settling to the bottom unless oil amounts are excessive. This will require vacuum operated machinery.
- c) Inspect oil/sediment/trash trap for mosquito larvae. Contact the South Salt Valley Mosquito Abatement District when necessary.
- d) Inspect underground infiltration system for water. Water should not remain for more than 48 hours. Contact an engineer or equal industry with adequate knowledge when water is not draining.
- e) Inspect underground infiltration system for sediment accumulations. Remove sediment and debris accumulation when volume capacities drop below 90%. This will likely require hydrovac machinery.
- f) Inspect for sediment accumulations in detention infrastructure. Remove sediment and debris accumulation when volume capacities drop below 90%.
- g) 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.
- h) Inspect low impact flood control swale and landscape area infrastructure for sediment accumulation. Remove sediment and debris accumulation when volume capacities drop below 90%.

2. Disposal Procedure:

- a) Remove and dispose sediment and debris at licensed facilities. Also drying removed waste and disposal in your dumpster is permitted when dumpster disposal operations include licensed facilities.
- 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

Pavement Washing

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) Pavement washing involving detergents can potentially contaminate groundwater with phosphates and whatever we are washing which we are responsible.
- b) Pavement washing can fill our low impact flood control swale and landscape area, oil/sediment/trash traps and infiltration system with sediment and debris increasing our maintenance cost.

2. Procedure:

- a) Prevent waste fluids and any detergents if used from entering storm drain system. The following methods are acceptable for this operation.
 - Dam the inlet using a boom material that seals itself to the pavement and pick up the wastewater with shop-vacuum or absorbent materials.
 - Collect wastewater with shop-vacuum simultaneous with the washing operation.
 - Collect wastewater with vacuum truck or trailer simultaneous with the washing operation.
- b) This procedure must not used to clean the initial spills. First apply the Spill Containment and cleanup SOP.

3. Disposal Procedure:

- a) Small volumes of diluted washing waste can usually be drained to the local sanitary sewer. Contact the South Valley Sewer District.
- b) Large volumes must be disposed at regulated facilities.

4. Pavement Cleaning Frequency:

- a) There is no regular pavement washing regimen. Pavement washing is determined by conditions that warrant it, including but not limited to: prevention of slick or other hazardous conditions or restore acceptable appearance of pavements.

5. Training:

- a) Annually and at hire

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, sediment/trash traps and our underground infiltration system 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 events and many times daily maintenance or as needed for precipitation or non-stormwater events.
- b) Project materials and waste can be contained or controlled by operational or structural best management practices.
 - 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 shove 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.

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, oil/sediment/trash traps and infiltration system potentially contaminate groundwater which we are responsible.
- b) It is vital we contain all spills on the surface. Spills reaching our underground flood control storage system can result in expensive spill mitigation, including potential tear out and replacement.

2. Containment Procedure:

- a) Priority is to dam and contain flowing spills.
- b) Use spill kits booms if available or use any material available; including but not limited to, nearby sand, dirt, landscaping materials, etc.
- c) Hazardous or unknown waste material spills
 1. Critical Emergency constitutes large quantities of flowing uncontained liquid that will affect areas with people or reach storm drain systems. Generally burst or tipped tanks. Call HAZMAT, DWQ, SLVHD, 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 whether it is contained or not.
 2. Minor Emergency constitutes a spill that has reached a storm drain but is no longer flowing. Call SLVHD, City
 3. Spills that are contained on the surface and do not meet the criteria for Critical and minor emergencies 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
SLVHD – 801-580-6681
City – 801-254-0704

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. 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 that are required by the SDS Manuals for chemicals used by the company.

8. Training:

- a) Annually and at hire.

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.

