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When recorded, mail to:

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

13985124 B: 11356 P: 5068 Total Pages: 34
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Rashelle Hobbs, Recorder, Salt Lake County, Utah
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Affects Parcel No(s): 3301151002

STORMWATER POLLUTION PREVENTION MAINTENANCE AGREEMENT

	This Stormwater Pollution Prevention Maintenance	e Agreement ("Agreement") is
ma	ade and entered into this 6th day of July	, 20 <u>22</u> ,
by	and between Draper City, a Utah municipal corporation	n ("City"), and
V	ista 11 Apartments, LLC	
a	Utah 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 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

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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

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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.

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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.

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STORMWATER POLLUTION PREVENTION MAINTENANCE AGREEMENT

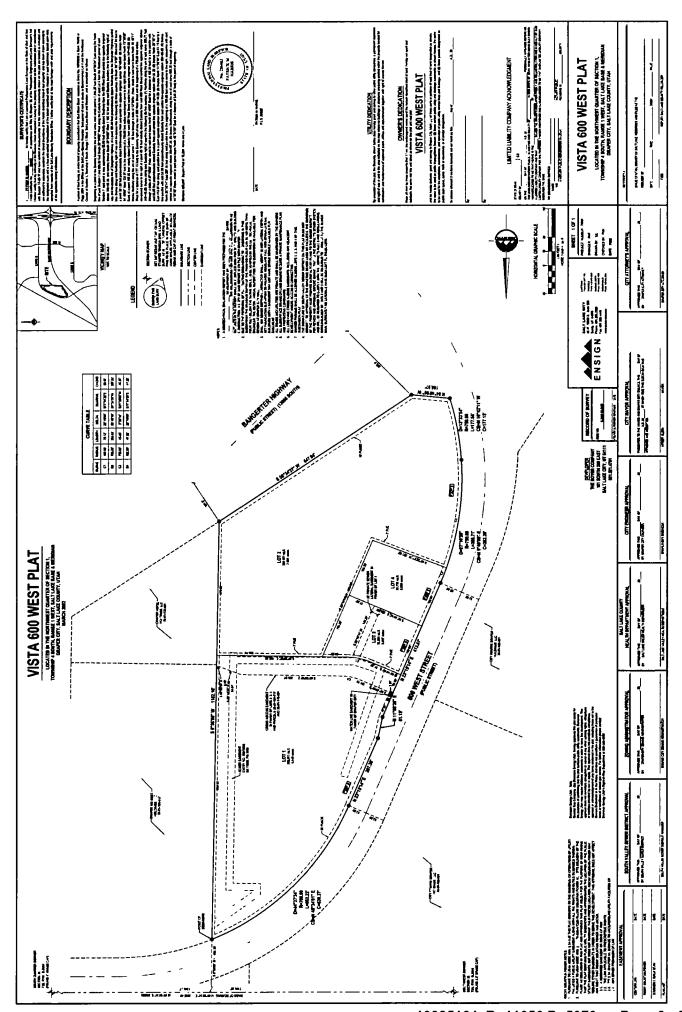
SO AGREED this 6th day of July 20 ZZ.
By: Title: Title:
STATE OF UTAH :ss. COUNTY OF Sait Lake)
The above instrument was acknowledged before me by IFF NIUSON, this of day of, 20 22 Notary Public Residing in: OH VARI COMP My commission expires: 2 1 20 My commission expires: 2 1 20
By: Date: 7/12/22 Public Works Director
Attest: City Recorder Approve to forms: City Attorney City Attorney City Attorney

CITY'S ACKNOWLEDGMENT

STATE OF UTAH)	
	:ss	
COUNTY OF SALT L	AKE)	
On the	_day,of_Uly	,20 <u>ZZ</u> , personally appeared
before me Scott	Cooley)	, who being duly sworn, did say that he
is the City Engineer of	City of Draper, a municipa	I corporation, and that this instrument was signed in
		and the City Engineer acknowledged to me that City
executed the same.		
	DANNA HYER Notary Public, State of Utah Commission #723664 My Commission Expires	NOTARY PUBLIC
	03/18/2028	1.01.11.1.955/0

Attachments:

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





September 8, 2021

Lucas Fowler Draper Storm Water Draper, UT 84020

Reference:

Vista 600

13645 South 600 West Draper, UT 84020

Dear Lucas:

Silver Leaf SWPPP has prepared the Long Term Storm Water Management Plan (LTSMP) for Vista 600.

The LTSWMP Includes:

- Site Specific Drainage Description
- Best Management Practices (BMP) Detailed Specifications and Instructions
- Civil Site Grading and Drainage Plans
- Site Specific Maintenance Schedule
- Maintenance Log

This report presents our design and construction Best Management Practices recommendations based on our understanding of the project.

It has been rewarding to be of service to Wasatch Residential Builders during the Long Term Storm Water Management Plan phase of this project. Please contact us, if you have any questions concerning the information contained in this report, or if we can be of further assistance to you.

Sincere Regards,



Jessica Jane Hall, P.E Project Specialist

jessica@silverleafswppp.com

Mike Christofferson

Mike Christofferson Chief Executive Officer

mike@silverleafswppp.com

Long-Term Stormwater Management Plan

for:

Vista 600 13645 South 600 West Draper, UT 84020

Connor Sheppard, Development Associate, Owner's Point of Contact

<u>connors@wresgroup.com</u>

949-973-0216

Wasatch Residential Group

620 S. State Street

Salt Lake City, Utah 84111

Spencer Brown, Project Manager spencerb@wresgroup.com 385-221-6824 Wasatch Residential Builders 620 S State Street Salt Lake City, Utah 84111

Justin Mills, Site Superintendent
Company Representative, Property Agent, etc.
801-419-6688

justinm@wresgroup.com

Wasatch Residential Builders
620 S State Street
Salt Lake City, Utah 84111

PURPOSE AND RESPONSIBILTY

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 with Temperature, Benthic Invertebrate Assessment and Total Dissolved Solids. 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.

The site consists of three residential buildings, Building A, B and C, a Clubhouse and Pool, parking lot and landscaped areas. The site flows from South to North. All of the storm water runoff is directed to a Detention Pond in the North corner of the property. The detention pond has been sized for 80% retention volume by Ensign Engineering. The detention pond has an overflow at the North end of the property to at the existing SDCB #303.C-200 shows the overall drainage plan, C-203 shows the South portion of the site in detail, and C-204 shows the North portion of the site in detail.

Starting with C-204: At the parking lot entrance SDCB #329 is piped to SDCB #328, then piped to SDCO #334.SDCO #336 is also piped to SDCO #334. SDCO #334 is piped to the East to SDCB #320. SDCB #342 and SDCB #332 are piped to SDCO #341. There are several yard catch basins, 12"x12" catch basins and cleanouts that are piped to SDCB #332. YD 12"x12" #368 is piped to YD 12"x12" #367, which is piped to YD 12"x12" #372, then piped through SDCO #371, then to piped to YD 12"x12" #370 is piped to YD 12"x12" #369 is piped to SDCB #332. SDCO #341 is piped East to SDCO #334. SDCO #333 and SDCB #373 are piped to SDCO #335. YD 12"x12" #375 is piped to YD 12"x12" #374 which is piped to SDCB #373. The Drainage Swale South of the Clubhouse is collected by YD 12"x12" #379. YD 12"x12" #379 is piped to YD 12"x12" #378 which is piped to YD 12"x12" #377 Drainage Swale between Blg A and the Clubhouse is collected by YD 12"x12" #377. YD 12"x12" #377 is piped to YD 12"x12" #376 then piped to YD 12"x12" #374, which is piped to SDCB #373 is piped to SDCO #335. SDCO #335 is piped East to SDCO #341. SDCB #331 and SDCB #330 are piped to SDCO #339, then piped East to SDCO #335, then piped East to SDCO #341 then piped East to SDCO #334, it is then piped North to SDCB #320 and continues North to Sheet C-203, past SDCB #320 a Roof Drain from the Northeast side of Blg B is also piped North. Rood Drain (RD) from Blg A is piped to SD Combo #327, then piped North to SD Combo #326. RD at the North end of Blg A is also piped to SD Combo #326, then it is piped North to Sheet C-203. Drainage swale to the East of Blg A is collected by YD 12'x12" #348, then piped to YD 12"x12" #347, then piped to YD 12'x12" #357, then piped North to YD 12"x12" #346, then piped North to Sheet C-203. To the East of the Clubhouse 4" SDCO #380 is piped to YD 12"x12" #366 is piped to the North to YD 12"x12" #350, then piped Northeast to YD 12" x22" #349. To the West of Blg B a drainage swale is collected by YD 12"x12" #365 piped North to YD 12"x12" #364, then piped North to 6" SDCO #363, then piped to YD 12"x12" #349. YD 12"x12" #349 is piped North to YD 12"x12" #360. Drainage Swale North of Blg B is collected by YD 12"x12" #360 and then piped North to Sheet C-203. Drainage Swale to the Southeast of Blg C is piped to YD 12"x12" #362, then piped to YD 12"x12" #361 is also piped to YD 12"x12" #360 and is then piped North to Sheet C-203.

Sheet C-203: The pipe from C-204 to the East of Blg C continues North and collects RD from the Southeast of Blg C, then it is piped to SDCB #321. Past SDCB #321 RD from the Northeast of Blg C is collected, and it is then all piped to SDCB #322. SDCB #322 is piped West to SDCB #323 then piped to the Detention Pond through Flared End Section #338. From Sheet C-204 the yard catch basins to the West of Blg C continue Northward. YD 12"x12" #358 is piped East to YD 12"x12" #359, then piped to YD 12"x12" #345. YD 12"x12" #345 is piped to YD 12"x12" #344, then piped North to YD 12"x12" #352, then piped to YD 12"x12" #343, piped West to YD 12"x12" #386, then piped Northwest to SD Combo #325 then piped to SDCB #324, then ties into SDCB #323 leading to the Detention Pond. YD 12"x12" #356 is piped North to YD 12"x12" #355, then piped Northwest to 6" SDCO #354, the piped to YD 12"x12" #353 then ties into YD 12"x12" #352. Continuing from Sheet C-204 the pipe to the West of the site continues North to SD Comb #340, then is piped Northeast and ties into SD Combo #325. From the Flared End Section #338 to the Detention Pond located at the Southwest of the bottom of the Detention Pond. From there to the Northwest there is a Sloped Inlet/Outlet Structure #337. Past the Inlet/Outlet Structure #337 it is piped to Unistorm Water Quality Unit or equivalent #351. Existing SDCB #303 is piped through Unistorm Water Quality Unit #351. The Existing SDCB #303 is then piped Northwest off site. This existing catch basin is used as an inlet and as well as an overflow for the Detention Pond.

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 drainage swales, yard drains, storm drain catch basins, storm drain combo boxes, detention pond and the Unistorm Water Quality Unit. These solids will fill in our detention pond requiring future dredging and cleaning. Also any liquids and dissolved solids can contaminate groundwater.

Landscaping

Our landscape operations can result in grass clippings, sticks, branches, dirt, mulch, fertilizers, pesticides and other pollutants to fall or be left on our paved areas. These solids will fill in our yard catch basin system if not raked and removed after mowing. If the yard drain catch basins become clogged they will requiring future dredging and cleaning. Also any liquids and dissolved solids can contaminate groundwater. (See Section 1 and C-200, C-203, C-204 and C501.)

Flood and Water Quality Control System

Our flood and water quality control system includes directing runoff into landscaping swales and open landscaping areas, and eventually the detention pond. Directing runoff to our landscape areas is a low impact system intended to trap and treat our urban pollutants on the surface to protect downstream water resources. Infiltrating some of our runoff helps keep streams and rivers clean but if we are not careful can contaminate groundwater. Anything we put or allow to be left on our pavements will eventually be carried to our drainage swales, yard drains, storm drain catch basins, storm drain combo boxes, detention pond and the Unistorm Water Quality Unit. Also by-passing dissolved and liquid pollutants can increase the risk for contaminating groundwater for which we

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are responsible. In addition, very intense storm events can scour debris and silt from our system and spill to the Jordan River. It is important our flood control volume and water quality system is adequately maintained to function properly. (See Section 1 and C-200, C-203, C-204 and C501.)

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. (See Section 1 and C-200, C-203, C-204 and C501.)

Utility System

Our roof top utility system is exposed to our roof drains which drain to our drainage system. This heating and air conditioner unit contains oils and other chemicals that can harm groundwater and the Jordan River if allowed to drain off our property. (See Section 1 and C-200, C-203 and C-204.)

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, then to the detention pond. We need to minimize salt to maintain healthy root systems needed for optimum infiltration rates.

(See Section 1 and C-200, C-203, C-204 and C501.)

Equipment / Outside Storage

(See Section 1 and C-200, C-203, C-204 and C501.)

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 Stormwater Division annually.

SECTION 4: APPENDICES

Appendix A- Site Drawings and Details

C-200, C-203, C-204 and C-501 Unistorm Sloped Inlet/Outlet Structure Detail)

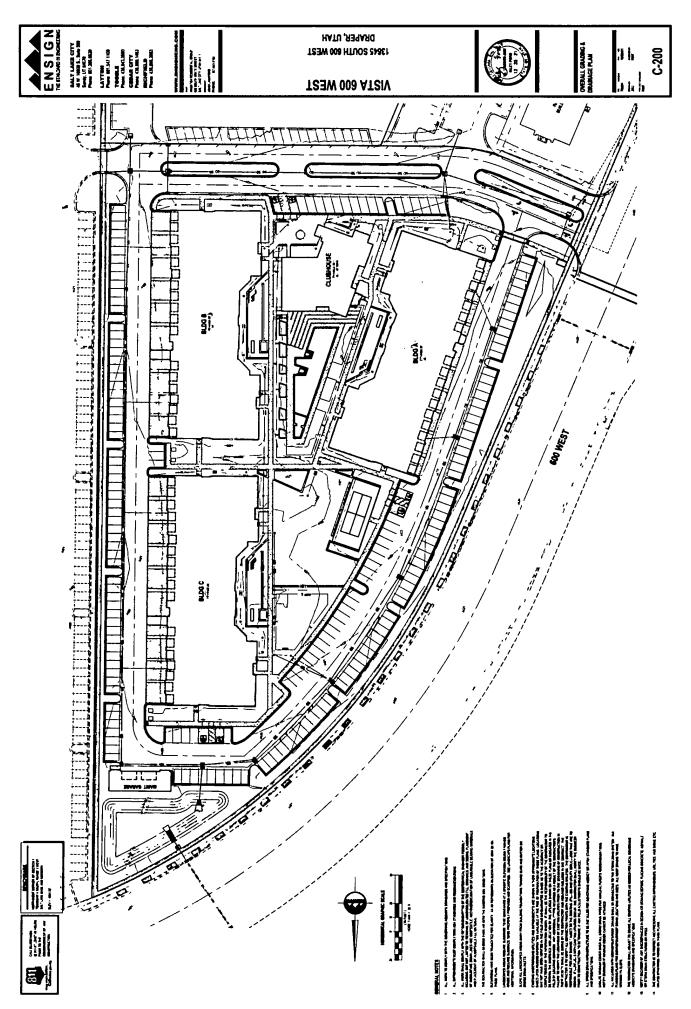
Appendix B- SOPs

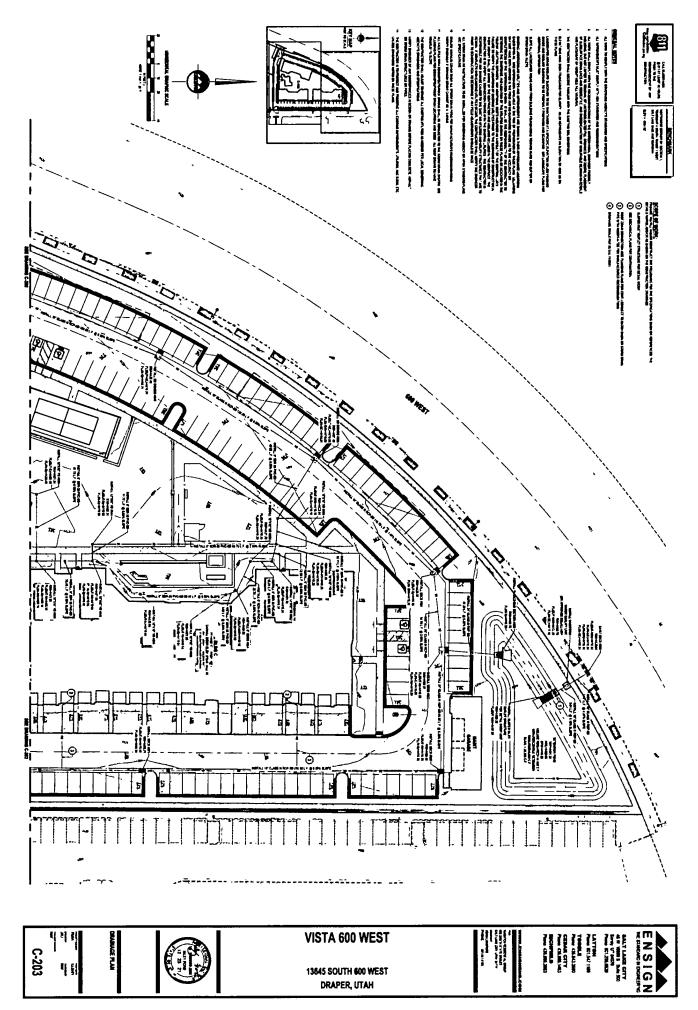
Appendix C- Recordkeeping Documents

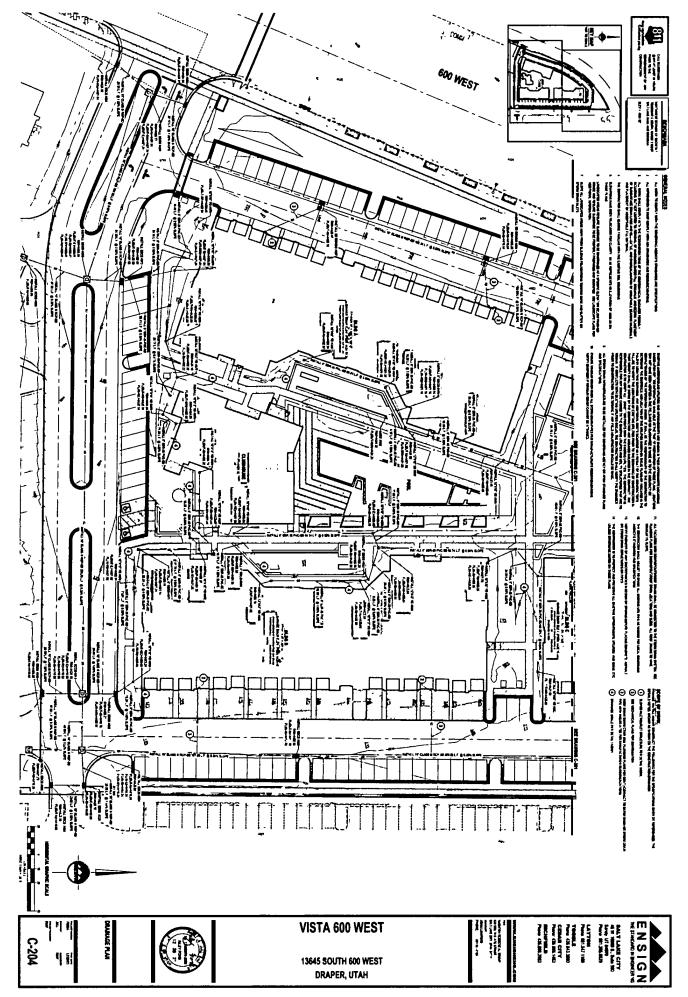
APPENDIX A - SITE DRAWINGS AND DETAILS

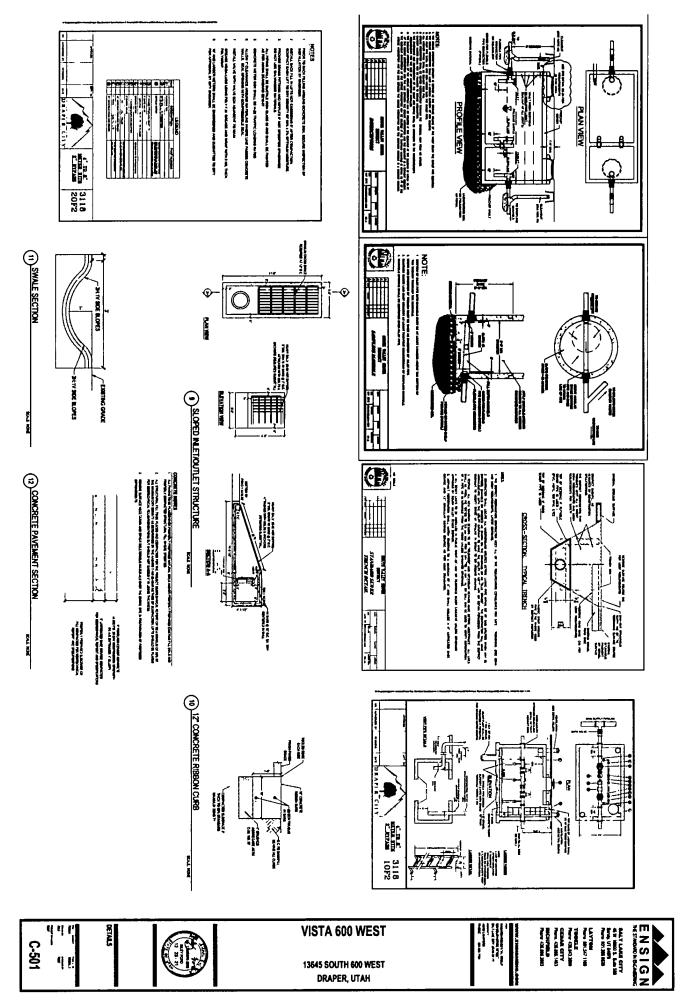
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APPENDIX B - SOPs

Pavement Sweeping

General:

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

1. Purpose:

- a) One of the primary contaminates in the Jordan River is Total Dissolved Solids.
- b) Any sediment, leaves, debris, spilt fluids or other waste that collects on our parking areas and sidewalks will fill in our drainage swales, yard drains, storm drain catch basins, storm drain combo boxes, detention pond and the Unistorm Water Quality Unit. increasing our maintenance cost.

2. Regular Procedure:

- a) Remain aware of minor sediment/debris and hand sweep or remove material by other means as needed. Significant deposits will likely collect in autumn with leaf fall and early spring after winter thaw. Usually sweeping machinery is the best tool for this application.
- b) Regularly manage outside activities that spread fugitive debris on our pavements. This involves outside functions including but not limited to: Yard sales, yard storage, fund raisers, etc.
- c) Do not allow car wash fund raiser or other related activities. Detergents will damage water resources and washed pollutants will fill our drainage swales, yard drains, storm drain catch basins, storm drain combo boxes, detention pond and the Unistorm Water Quality Unit and drain into the ground which we are responsible.

4. Disposal Procedure:

- a) Dispose of hand collected material in dumpster
- b) Use licensed facilities when haul off is necessary

5. Training:

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

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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 Total Dissolved Solids.
- b) Grass clippings, sticks, branches, dirt, mulch, fertilizers, pesticides and other pollutants will fill our drainage swales, yard drains, storm drain catch basins, storm drain combo boxes, detention pond and the Unistorm Water Quality Unit. Requiring future dredging and cleaning increasing our maintenance cost. Removing these debris after they have washed to our flood and water quality system will in very expensive.

2. Maintenance Procedure:

a) Maintain healthy vegetation root systems. Healthy root systems will help improve permeable soils maintaining more desirable infiltration rates of our landscape areas receiving runoff from our pavements.

b) Grooming

- Lawn Mowing Immediately following operation sweep or blow clippings onto vegetated ground to prevent clogging of yard drain catch basins and roof drains.
- Fertilizer Operation Prevent overspray. Sweep or blow granular fertilizer onto vegetated ground immediately following operation.
- Herbicide Operation Prevent overspray. Sweep or blow granular herbicide onto vegetated ground immediately following operation.
- c) Remove or contain all erodible or loose material prior forecast wind and precipitation events, before any non-stormwater will pass through the property and at end of work period. Light weight debris and landscape materials can require immediately attention when wind or rain is expected.
- d) Landscape project materials and waste can usually be contained or controlled by operational best management practices.
 - Operational; including but not limited to:
 - Strategic staging of materials eliminating exposure, such as not staging on pavement
 - > Avoiding multiple day staging of landscaping backfill and spoil on pavements
 - > Haul off spoil as generated and daily
 - > Scheduling work when weather forecast are clear.

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e) Cleanup:

- Use dry cleanup methods, e.g. square nose shovel and broom. Conditions are usually sufficient when no more material can be swept onto the square nosed shovel.
- Power blowing tools

3. Waste Disposal:

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

4. Equipment:

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

5. Training:

- a) Annually and at hire
- b) Inform staff and service contractors when incorrect SOP implementation is observed.
- c) Landscape Service Contractors must use equal or better SOPs.

Waste Management

General:

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

1. Purpose:

- a) Trash can easily blow out of our dumpster and trash receptacles.
- b) Liquids can leak from our dumpster polluting waterways, subsurface soils, stain our pavement and cause smell.

2. Procedure:

- a) Remain aware of the lids and keep them closed.
- b) Remain aware of leaking and fix. Minimize allowing disposal of liquids in our 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

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- SOP. Unless specific disposal requirements are identified by the product SDS or otherwise specified in other SOPs.
- b) Know the facility disposal requirements and restrictions. It should not be assumed that all waste disposed in collection devices will be disposed 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: List local prohibitions:

- Hazardous wastes
- PCB's
- asbestos
- contaminated soils (Trans-Jordan Landfill 801-569-8994).

4. Training:

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

Flood and Water Quality System

General:

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

1. Purpose:

- a) Our storm drain system will collect anything we leave in the way of runoff which will our drainage swales, yard drains, storm drain catch basins, storm drain combo boxes, detention pond and the Unistorm Water Quality Unit 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) Drainage Swales, Detention Basin and Unistorm Water Quality Unit. Remove any floating trash at each inspection interval with rake or other means.

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- Removed oil accumulations with the heavy sediment unless oil amounts are excessive. Oil can also be removed with absorbent materials but sediments will require vacuum operated machinery.
- b) Inspect oil/sediment/trash trap for mosquito larvae. Contact the South Salt Valley Mosquito Abatement District at 801-255-4651 when necessary.
- c) Inspect detention pond and drainage swales. Water should not remain for more than 48 hours. Contact an engineer or equal industry with adequate knowledge when water is not draining.
- d) Inspect for sediment accumulations in the detention pond. Remove sediment and debris accumulation when volume capacities drop below 90%.
- e) Inspect low impact flood control swale, detention pond, and landscape area infrastructure for sediment accumulation. Remove sediment accumulation when volume capacities drop below 90%.
- f) Inspect low impact flood control swale, detention pond and landscape area for adequate drainage and vegetation coverage. Poor drainage can be improved by maintaining healthy plant root systems.
- g) Regularly remove trash and debris from the detention pond, low impact flood control swale and landscape infrastructure. Remove accumulations with regular grooming operations.

2. Disposal Procedure:

- a) Remove and dispose sediment and debris at licensed facilities. Also dry waste can be disposed in your dumpster as permitted by the Trans-Jordan Landfill.
- b) Disposal of hazardous waste
 - Dispose of hazardous waste at regulated disposal facilities. Follow SDS Sheets. Also see Waste Management and Spill Control SOP

3. Training:

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

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 with whatever we are washing.

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b) Pavement washing can fill our our drainage swales, yard drains, storm drain catch basins, storm drain combo boxes, detention pond and the Unistorm Water Quality Unit with detergents, including sediment and debris increasing our maintenance cost.

2. Procedure:

- a) Prevent waste fluids and any detergents if used from entering our drainage swales, yard drains, storm drain catch basins, storm drain combo boxes, detention pond and the Unistorm Water Quality Unit. 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 following by pavement washing when desired or necessary.

3. Disposal Procedure:

- a) Small volumes of diluted washing waste can usually be drained to the local sanitary sewer. Contact the Salt Lake City Sewer Department.
- 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
- 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.

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1. Purpose:

- 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 drainage swales, yard drains, storm drain catch basins, storm drain combo boxes, detention pond and the Unistorm Water Quality Unit increasing our maintenance cost.

2. Construction Procedure:

- a) Remove or contain all erodible or loose material prior forecast wind and precipitation events or before non-stormwater will pass through the project site. For light weight debris maintenance can require immediately attention for wind and runoff events. Many times daily maintenance is necessary or as needed per random, precipitation or non-stormwater events.
- b) Project materials and waste can be contained or controlled by operational or structural best management practices.
 - Operational; including but not limited to:
 - > Strategic staging of materials eliminating exposure, such as not staging on pavement

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- > Avoiding multiple day staging of backfill and spoil
- > Haul off spoil as generated or daily
- > Schedule work during clear forecast
- Structural; including but not limited to:
 - ➤ Inlet protection, e.g. wattles, filter fabric, drop inlet bags, boards, planks
 - > Gutter dams, e.g. wattles, sandbags, dirt dams
 - > Boundary containment, e.g. wattles, silt fence
 - > Dust control, e.g. water hose,
 - ➤ Waste control, e.g. construction solid or liquid waste containment, dumpster, receptacles
- c) Inspection often to insure the structural best management practices are in good operating condition and at least prior to the workday end. Promptly repair damaged best management practices achieving effective containment.
- d) Cleanup:
 - Use dry cleanup methods, e.g. square nose shovel and broom.
 - Wet methods are allowed if wastewater is prevented from entering the stormwater system, e.g. wet/dry vacuum, disposal to our landscaped areas.
- e) Cleanup Standard:
 - When a broom and a square nosed shovel cannot pick any appreciable amount of material.

3. Waste Disposal:

- a) Dispose of waste according to General Waste Management SOP, unless superseded by specific SOPs for the operation.
- b) Never discharge waste material to storm drains

4. Equipment:

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

5. Training:

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

Spill Control

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

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1. Purpose:

- a) Spilt liquids and solids will reach our drainage swales, yard drains, storm drain catch basins, storm drain combo boxes, detention pond and the Unistorm Water Quality Unit potentially contaminating groundwater which we are responsible.
- b) It is vital we contain all spills on the surface. Spills reaching our drainage swales, yard drains, storm drain catch basins, storm drain combo boxes, detention pond and the Unistorm Water Quality Unit can result in expensive spill mitigation.

2. Containment Procedure:

- a) Priority is to dam and contain flowing spills.
- b) Use spill kits booms if available or any material available to stop flowing liquids; including but not limited to, nearby sand, dirt, landscaping materials, etc.
- c) Hazardous or unknown waste material spills
 - Critical Emergency constitutes large quantities of flowing uncontained liquid that people at risk or reach storm drain systems. Generally burst or tipped tanks and containment is still critical. Call HAZMAT, DWQ, Salt Lake County Health Department, and Draper.
 - Also report spills to DWQ of quantities of 25 gallons and more and when the spill of lesser quantity causes a sheen on downstream water bodies
 - 2. Minor Emergency constitutes a spill that is no longer flowing but has reached a storm drain and adequate cleanup is still critical. Call SLVHD, City
 - 3. Spills that are contained on the surface, typically do not meet the criteria for Critical and Minor Emergencies and may be managed by the responsible implementation of this SOP.
 - 4. Contact Numbers:

HAZMAT - 911 DWQ - 801-231-1769, 801-536-4123, 801-536-4300 Salt Lake County Health Department 385-468-4000 Draper City 801-576-6500

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

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or effectively picked up by dry methods or vacuum machinery. See Pavement Washing SOP.

• Repeat process when residue material remains.

4. DISPOSAL:

- a) Follow SDS requirements but usually most spills can be disposed per the following b. & c.
- b) Generally most spills absorbed into solid forms can be disposed to the dumpster and receptacles. Follow Waste Management SOP.
- c) Generally liquid waste from surface cleansing processes may be disposed to the sanitary sewer system after the following conditions have been met:
 - Dry cleanup methods have been used to remove the bulk of the spill and disposed per the Waste Management SOP.
 - The liquid waste amounts are small and diluted with water. This is intended for spill cleanup waste only and never for the disposal of unused or spent liquids.

5. Documentation:

a) Document all spills in Appendix C.

6. SDS sheets:

a) SDS Manual is filed in break room.

7. Materials:

a) Generally sand or dirt will work for most cleanup operations and for containment. However, it is the responsibility of the owner to select the absorbent materials and cleanup methods required by the SDS Manuals for chemicals used by the company.

8. Training:

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

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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	
Α	SDCB #329, SDCB #328, SDCB #320, SDCB #342, SDCB #332, SDCB #373	
Q	SDCO #334, SDCO #336, SDCO #341, SDCO #371, SDCO #333, SDCO #335	
Q	YD 12"x12" #368, YD 12"x12" #367, YD 12"x12" #372, YD 12"x12" #370	
Q	YD 12"x12" #369, YD 12"x12" #375, YD 12"x12" #374, YD 12"x12" #379	
Q	Drainage Swale South of the Clubhouse	
Q	YD 12"x12" #378, YD 12"x12" #377, YD 12"x12" #376, YD 12'x12" #348	
Q	Drainage Swale between Blg A and the Clubhouse	
A	SDCB #331, SDCB #330, SDCB #321, SDCB #322, SDCB #323, SDCB #324	
Q	SDCO #339, SDCO #380, SDCO #363, SDCO #354	
Α	SD Combo #327, SD Combo #326, SD Combo #325, SD Comb #340	
Q	Drainage swale to the East of Blg A	
Q	YD 12"x12" #347, YD 12'x12" #357, YD 12"x12" #346, YD 12"x12" #366	
Q	YD 12"x12" #350, YD 12"x12" #349, YD 12"x12" #365, YD 12"x12" #364	
Q	Drainage Swale to the West of Blg B	
Q	YD 12"x12" #360, YD 12"x12" #362, YD 12"x12" #361, YD 12"x12" #358	
Q	Drainage Swale North of Blg B	
Q	Drainage Swale to the Southeast of Blg C	
Q	Detention Pond	
Q	Flared End Section #338	
Q	Sloped Inlet/Outlet Structure #337	
Q	Unistorm Water Quality Unit or equivalent #351	
Q	Existing SDCB #303	
Q	YD 12"x12" #359, YD 12"x12" #345, YD 12"x12" #344, YD 12"x12" #352	
Q	YD 12"x12" #343, YD 12"x12" #386, YD 12"x12" #356, YD 12"x12" #355	
Q	YD 12"x12" #353	

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.

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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
-			

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.