



When recorded, mail to:

Midvale City Recorder
7505 South Holden Street
Midvale, UT 84047

Affects Parcel No(s): 22302520060000, 22302520070000

LONG TERM STORMWATER MANAGEMENT AGREEMENT

This Long Term Stormwater Management Agreement ("Agreement") is made and entered into this 14 day of June, 2023, by and between Midvale City, a Utah municipal corporation ("City"), and

N. Brockbank Inv. LLC
a Limited Liability Company ("Owner").

RECITALS

WHEREAS, the City is authorized and required to regulate and control the disposition of storm and surface waters within the City, as set forth in the Midvale City Code, Chapter 13.16, 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; and

WHEREAS, in order to accommodate and regulate these anticipated changes in existing storm and surface water flow conditions, the Owner is required to build and, to the extent provided herein, maintain at Owner's expense a storm and surface water management facility or improvements on the Property ("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, 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 Long Term Stormwater Management 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 Long Term Stormwater Management Plan, and the mutual covenants contained herein, the parties agree as follows:

Section 1

Long Term Stormwater Management Plan. Upon completion of the Stormwater Facilities, the owner must provide a summary description of all Stormwater Facilities, details, and appurtenance draining to and affecting the Stormwater Facilities, and establish the standard operations and routine maintenance procedures for the Stormwater Facilities and control measures installed on the property. This Long Term Stormwater Management Plan, more particularly shown in Exhibit ‘B’, must be filed with the Midvale City Recorder.

Section 2

Construction of Stormwater Facilities. The Owner must, 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. Nothing herein shall require Owner to construct additional Stormwater Facilities beyond those required by the Development Plan or expand the Stormwater Facilities in the future to accommodate development on any other property or otherwise.

Section 3

Maintenance of Stormwater Facilities. The Owner must, at its sole cost and expense, adequately maintain the Stormwater Facilities to the extent provided in the Stormwater Management Plan. Owner’s maintenance obligations include all obligations set forth in the Stormwater Management Plan. 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 is solely responsible for ensuring that the Stormwater Facilities are in good working condition. Notwithstanding the foregoing to the contrary, Owner shall not be required to repair, replace or maintain any damage to the Stormwater Facilities as a result of the acts of omissions of the City, its agents, employees or contractors.

Section 4

Annual Maintenance Report of Stormwater Facilities. The Owner must, at its sole cost and expense, inspect the Stormwater Facilities and submit an inspection report and certification to the City annually. The purpose of the inspection and certification is to assure safe and proper functioning of the Stormwater Facilities. The annual inspection must 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, in each case to the extent located on the Property. Deficiencies must be noted in the inspection report. The report must also contain a certification 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 are due every year by the date of the executed Agreement and must be on forms acceptable to the City.

Section 5

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 of not less than three business days to the Owner. Such inspections will be conducted in a reasonable manner and at reasonable times, as determined appropriate by the City. The purpose of the inspection is 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 Long Term Stormwater Management Plan.

Section 6

Notice of Deficiencies. If the City finds that the Stormwater Facilities contain any defects or are not being maintained adequately by Owner to the extent required herein, the City will send Owner written notice of the defects or deficiencies and provide Owner with a reasonable time, but not less than 60 days, to cure such defects or deficiencies, or such additional time as may be reasonably necessary provided Owner has commenced the cure of such deficiencies and is diligently prosecuting such cure to completion. Such notice must confirm delivery to the Owner or be sent certified mail to the Owner at the address listed on the Salt Lake County Tax Assessor.

Section 7

Owner to Make Repairs. The Owner must, at its sole cost and expense, make such repairs, changes or modifications to the Stormwater Facilities as may be determined as reasonably necessary by the City within the required cure period to ensure that the Stormwater Facilities are adequately maintained in a manner consistent with the Stormwater Management Plan and continue to operate as designed and approved for the Property. Notwithstanding the foregoing to the contrary, Owner shall not be required to repair, replace or maintain any damage to the Stormwater Facilities as a result of the acts of omissions of the City, its agents, employees or contractors. Additionally, the Owner shall not be required to increase the capacity of the Stormwater Facility for any future development which is not located on the Property.

Section 8

City's Corrective Action Authority. In the event the Owner fails to adequately maintain the Stormwater Facilities in good working condition in accordance with this Agreement, after due notice of deficiencies as provided in Section 6 and failure to cure, then, upon Owner's failure to cure or correct within 30 days following a second notice delivered to Owner, the City may seek any combination of the following actions:

1. The City may require Owner to reimburse the City for any fines the City incurs as a result of the Owner's failure to abide by this Agreement.
2. In accordance with Midvale Municipal Code 5.04.020, the City may suspend or revoke Owner's business license.
3. In accordance with Midvale Municipal Code 13.16.130, the City may issue a citation punishable as a class B misdemeanor.
4. The City may pursue any remedy available under the City's Administrative Code Enforcement Program including, but not limited to, abating the violation.
5. The City may disconnect the facility storm drain connection after written notice to the Owner.

It is expressly understood and agreed that the City is under no obligation to maintain or repair the Stormwater Facilities, and this Agreement may not be construed to impose any such obligation on the City, except to the extent of any damage to the Stormwater Facilities caused by the acts or omissions of the City or its employees, agents or contractors. 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 9

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, use of equipment, supplies, materials, and the like related to Owner's Stormwater Facilities, the Owner must reimburse the City upon demand, which demand shall include supporting invoices, within 30 days of receipt thereof for all actual costs incurred by the City. After said 30 days, such amount is deemed delinquent and is subject to interest at the rate of 10% per annum. Owner is also liable for any collection costs, including attorneys' fees and court costs, incurred by the City in collection of delinquent payments.

Section 10

Successor and Assigns. This Agreement will be recorded in the Salt Lake County Recorder's Office and the covenants and agreements contained herein will run with the land. Whenever the Property is held, sold, conveyed or otherwise transferred, the transfer will be subject to the covenants, stipulations, agreements and provisions of this Agreement and will apply to, bind and be obligatory upon the Owner hereto, its successors and assigns, and will bind all present and subsequent owners of the Property described herein. In the event the Property is subdivided, each owner will only

be bound by this Agreement as to the owner's particular subdivided property. Upon the sale of the portion of the Property to a subsequent owner, the owner selling the Property, or subdivided portion thereof, shall be released from all obligations hereunder arising from and after the date of such sale with respect to the portion of the Property sold.

Section 11

Severability Clause. The provisions of this Agreement are 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 will not be affected thereby.

Section 12

Utah Law and Venue. This Agreement is 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 must be maintained in the appropriate court of competent jurisdiction in Salt Lake County, Utah.

Section 13

Indemnification. This Agreement imposes no liability of any kind whatsoever on the City, and the Owner agrees to indemnify and hold the City, its officials, officers, employees, and agents harmless from any damage, accident, casualty, occurrence, or claim in the event the Stormwater Facilities on the Property fail to operate properly. The Owner indemnifies and holds the City, its officials, officers, employees, and agents harmless for any damage, accident, casualty, occurrence, or claim which might arise or be asserted against the City from failure of Owner to comply with its obligations under this Agreement relating to the Stormwater Facilities on the Property. The Owner also indemnifies and holds the City, its officials, officers, employees, and agents harmless for any damage, accident, casualty, occurrence, or claim which may arise or be asserted against the City in the event the City utilizes any remedy under Section 8 of this Agreement.

Section 14

Amendments. This Agreement may not be modified except by written instrument executed by the City and the Owner of the Property at the time of modification. No modification is effective until recorded in the Salt Lake County Recorder's Office.

Section 15

Subordination Requirement. If there is a lien, trust deed or other property interest recorded against the Property, the trustee, lien holder, etc., is required to execute a subordination agreement or other acceptable recorded document agreeing to subordinate their interest to the Agreement.

Section 16

Exhibit B. The Long Term Stormwater Management Plan (LTSWMP) must adapt to change in good judgment when site conditions and operations change and when existing programs are ineffective. Exhibit B will not be filed with the agreement at County Recorder but is included by reference and kept on file with the City Recorder. Revision applications must be filed with the City Engineering Division and amended into the LTSWMP on file with the Midvale City recorder.

LONG TERM STORMWATER MANAGEMENT PLAN AGREEMENT

SO AGREED this 14 day of June 2023.

PROPERTY OWNER

By: Nathan Brooker Title: Manager

By: _____ Title: _____

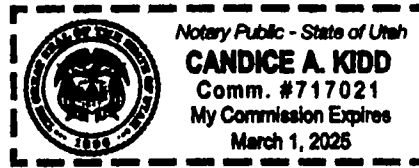
STATE OF UTAH)

:SS.

COUNTY OF SALT LAKE)

The above instrument was acknowledged before me by Candice Kidd, this 14 day of June, 2023.

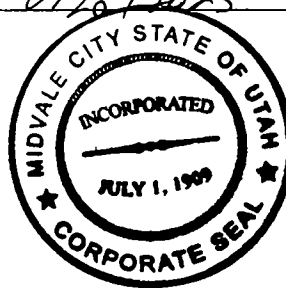
Candice Kidd
Notary Public
Residing in: Salt Lake
My commission expires: 3/1/25



MIDVALE CITY

By: Marcus Stevenson Date: 6/17/2023
Mayor Marcus Stevenson

Attest: Rori L. Andreason
City Recorder



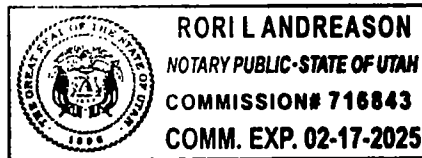
STATE OF UTAH)

:SS.

COUNTY OF SALT LAKE)

The above instrument was acknowledged before me by Marcus Stevenson this 20th day of June, 2023.

Rori L. Andreason
Notary Public
Residing in: Midvale UT
My commission expires: 2-17-2025



smp _____

Attachments:

Exhibit A: Plat and Legal Description

Exhibit B: Stormwater Management Plan; Filed with Midvale City Recorder

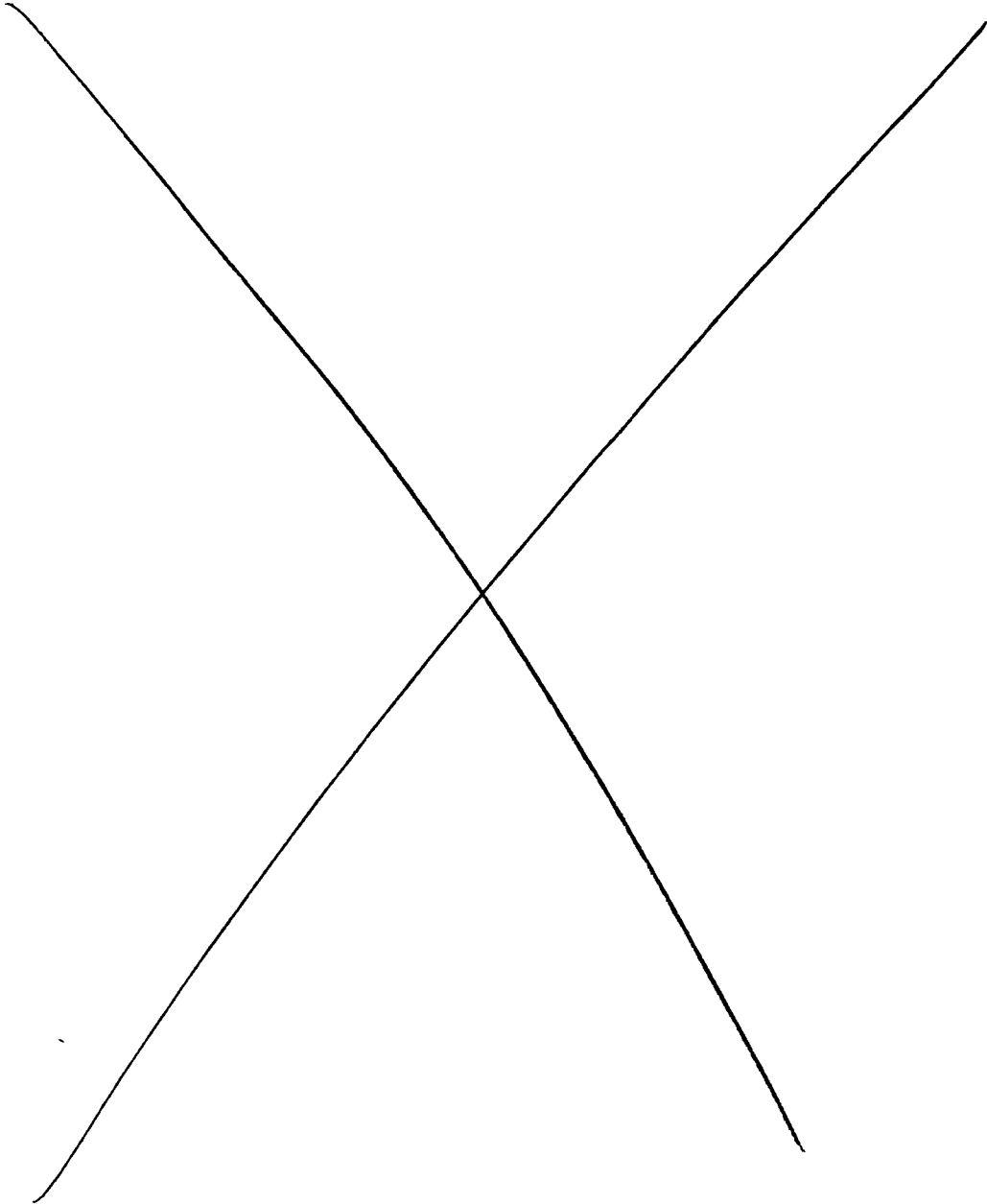


EXHIBIT A

22302520060000, AND 22302520070000

A PARCEL OF LAND LYING AND SITUATE IN THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN. COMBINING THOSE PARTICULAR PARCELS OF LAND DESCRIBED IN THOSE CERTAIN WARRANTY DEEDS RECORDED AS ENTRY #13795174 IN BOOK 11252 AT PAGES 155-156 AND ENTRY #12980449 IN BOOK 10776 AT PAGE 6699 OF THE SALT LAKE COUNTY RECORDS. SUBJECT PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE BRASS CAP WELL MONUMENT MARKING THE INTERSECTION OF 7200 SOUTH AND 700 EAST STREETS, THENCE NORTH 89°42'08" WEST 1188.26 FEET COINCIDENT WITH THE MONUMENTED CENTERLINE OF 7200 SOUTH STREET; THENCE SOUTH 04°38'08" WEST 246.31 FEET; THENCE SOUTH 11°31'08" WEST 43.25 FEET; THENCE NORTH 83°39'19" WEST 25.10 FEET TO THE WEST RIGHT-OF-WAY OF 525 EAST STREET AND A #5 REBAR AND CAP STAMPED "PLS 356548" AND THE TRUE POINT OF BEGINNING; THENCE SOUTH 11°31'08" WEST 200.96 FEET COINCIDENT WITH SAID WEST RIGHT-OF-WAY TO A #5 REBAR AND CAP STAMPED "PLS 356548"; THENCE NORTH 82°50'25" WEST 296.15 FEET TO A #5 REBAR AND CAP STAMPED "PLS 356548"; THENCE NORTH 35°48'56" EAST 67.80 FEET TO A #5 REBAR AND CAP STAMPED "PLS 356548"; THENCE NORTH 19°48'51" EAST 39.86 FEET TO A #5 REBAR AND CAP STAMPED "PLS 356548"; THENCE NORTH 19°43'03" EAST 100.87 FEET TO A #5 REBAR AND CAP STAMPED "PLS 356548"; THENCE SOUTH 83°39'19" EAST 248.27 FEET TO THE POINT OF BEGINNING. PARCEL CONTAINS 1.21 ACRES AND 11 LOTS

EXHIBIT B

Long-Term Stormwater Management Plan

for:

Cottages at 7240
7245 So 525 E
Midvale, UT, 84047

N. BROCKBANK INV. LLC
2265 E MURRAY HOLLADAY ROAD
HOLLADAY, UT, 84117

MARK SNOW.
801-450-4435
redsnow@gmail.com

PURPOSE AND RESPONSIBILITY

As required by the Clean Water Act and resultant local regulations, including INSERT MS4 NAME 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.

JORDAN AND SALT LAKE CANAL is impaired. The LTSWMP is aimed at addressing these impairments in addition to all other pollutants that can be generated by this property.

CONTENTS

SECTION 1: SITE DESCRIPTION, USE AND IMPACT: 10-unit residential subdivision.

SECTION 2: TRAINING:

SECTION 3: RECORDKEEPING

SECTION 4 APPENDICES

SECTION 1: SITE DESCRIPTION, USE, AND IMPACT

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

Parking, Sidewalk, and flatwork

All runoff created by this project (100 year storm) is conveyed to 2 retention basins within this project site. 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 retention system 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 retention 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. 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. Our system includes retention basins, oil/sediment/trash traps. The infiltration system is design to drain the first ½” of runoff into the ground

required by Clean Water Act regulation. 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 oil/sediment/trash traps and above ground infiltration system filling it with sediment and debris increasing maintenance cost. Also by-passing dissolved and liquid pollutants can increase the risk for contaminating groundwater for which we are responsible. In addition, very intense storm events can scour debris and silt from our system and spill to JORDAN AND SALT LAKE CANAL. It is important our flood control volume and water quality system is adequately maintained to function properly.

Waste Management

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

Utility System

Our roof top utility system is exposed to our roof drains which drain to our pavements. This heating and air conditioner unit contains oils and other chemicals that can harm groundwater and the JORDAN AND SALT LAKE CANAL if allowed to drain off our property.

Snow and Ice Removal Management

Salt is a necessary pollutant and is vital to ensuring a safe parking and pedestrian walkways. However, salt, and other ice management chemicals if improperly managed will unnecessarily increase our salt impact to our own vegetation and local water resources. Much of the runoff drains to our landscape swales. We need to minimize salt to maintain healthy root systems needed for optimum infiltration rates.

Equipment / Outside Storage

Parked vehicles.

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 MIDVALE 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

SEE APPROVED CITY CONSTRUCTION DRAWINGS]

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 AND SALE LAKE CANAL is organic material.
- b) Any sediment, leaves, debris, spilt fluids or other waste that collects on our parking areas and sidewalks will fill in our landscaping swales, oil/sediment/trash traps and our underground infiltration system increasing our maintenance cost.

2. Regular Procedure:

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

4. Disposal Procedure:

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

5. Training:

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

Landscape Maintenance

General:

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

1. Purpose:

- a) One of the primary contaminates in the JORDAN AND SALT LAKE CANAL is organic material.
- b) Grass clippings, sticks, branches, dirt, mulch, fertilizers, pesticides, and other pollutants will fill our landscaping swales, sediment/trash traps and underground infiltration system requiring future dredging and cleaning increasing our maintenance cost. Removing these debris after they have washed to our flood and water quality system will in very expensive.

2. Maintenance Procedure:

- a) Maintain healthy vegetation root systems. Healthy root systems will help improve permeable soils maintaining more desirable infiltration rates of our landscape areas receiving runoff from our pavements.
- b) Grooming
 - Lawn Mowing – Immediately following operation sweep or blow clippings onto vegetated ground.
 - Fertilizer Operation – Prevent overspray. Sweep or blow granular fertilizer onto vegetated ground immediately following operation.
 - Herbicide Operation – Prevent overspray. Sweep or blow granular herbicide onto vegetated ground immediately following operation.
- c) Remove or contain all erodible or loose material prior forecast wind and precipitation events, before any non-stormwater will pass through the property and at end of work period. Light weight debris and landscape materials can require immediately attention when wind or rain is expected.
- d) Landscape project materials and waste can usually be contained or controlled by operational best management practices. • Operational; including but not limited to:
 - Strategic staging of materials eliminating exposure, such as not staging on pavement
 - Avoiding multiple day staging of landscaping backfill and spoil on pavements

- Haul off spoil as generated and daily
 - Scheduling work when weather forecast are clear.
- e) Cleanup:
- Use dry cleanup methods, e.g. square nose shovel and broom. Conditions are usually sufficient when no more material can be swept onto the square nosed shovel.
 - Power blowing tools

3. Waste Disposal:

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

4. Equipment:

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

5. Training:

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

Waste Management

General:

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

1. Purpose:

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

2. Procedure:

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

- a) Generally most waste generated at this property, and waste from spill and clean up operations can be disposed in our dumpsters under the conditions listed in this SOP. Unless specific disposal requirements are identified by the product SDS or otherwise specified in other SOPs.
- b) Know the facility disposal requirements and restrictions. It should not be assumed that all waste disposed in collection devices will be disposed at the SALT LAKE COUNTY LANDFILL.
- c) Review SALT LAKE COUNTY LANDFILL regulations for additional restrictions and understand what waste is prohibited in the SALT LAKE COUNTY LANDFILL. Ensure the SDS and SALT LAKE COUNTY LANDFILL regulations are not contradictory.

Generally the waste prohibited by the SALT LAKE COUNTY LANDFILL is:
[it is suggested to provide local landfill requirements to assist private development applicants] ➤ List local prohibitions: ...

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-
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(provide local landfill facility contacts).

4. Training:

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

Flood and Water Quality System

General:

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

1. Purpose:

- a) Our storm drain system will collect anything we leave in the way of runoff which will fill our oil/sediment/trash traps and underground infiltration system increasing maintenance cost.
- b) Any liquids or dissolved pollutants can increase the risk for contaminating groundwater for which we are responsible.
- c) During very intense storm events pollutants in excess runoff can by-pass our system increasing risk of contaminating groundwater and the JORDAN AND SALT LAKE CANAL.

2. Inspections:

- a) Inspect oil/sediment/trash trap. Remove any floating trash at each inspection interval with rake or other means. Remove sediments accumulations when 2" and more. Removed oil accumulations with the heavy sediment unless oil amounts are excessive. Oil can also be removed with absorbent materials but sediments will require vacuum operated machinery.
- b) Inspect oil/sediment/trash trap for mosquito larvae. Contact the SALT LAKE COUNTY MOSQUITO ABATMENT DISTRICT when necessary.
- c) 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.
- d) Inspect underground infiltration system for sediment accumulations. Remove sediment and debris accumulation when volume capacities drop below 90%. Removal will require hydro-vacuum machinery.
- e) Inspect for sediment accumulations in above ground detention and retention infrastructure. Remove sediment and debris accumulation when volume capacities drop below 90%.
- f) Inspect low impact flood control swale and landscape area infrastructure for sediment accumulation. Remove sediment 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) Regularly remove trash and debris from above ground detention/retention and low impact flood control swale and landscape infrastructure. Remove accumulations with regular grooming operations.

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 SALT LAKE COUNTY LANDFILL.
- b) Disposal of hazardous waste
 - 1. Dispose of hazardous waste at regulated disposal facilities. Follow SDS Sheets. Also see Waste Management and Spill Control SOP

3. Training:

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

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.
- b) Pavement washing can fill our low impact flood control swale and landscape area, oil/sediment/trash traps and infiltration system with detergents, including 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 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 MIDVALLEY IMPROVEMENT 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

- b) Inform staff and service contractors when incorrect SOP implementation is observed.

Snow and Ice Removal Management

General:

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

1. Purpose:

- a) Salt and other ice management chemicals if improperly managed will unnecessarily increase our salt impact to our own vegetation and local water resources.
- b) We need to maintain healthy root systems to help maintain optimum infiltration rates.

2. De-Icing Procedure:

- a) Do not store or allow salt or equivalent to be stored on outside paved surfaces.
- b) Minimize salt use by varying salt amounts relative to hazard potential.
- c) Sweep excessive piles left by the spreader.
- d) Watch forecast and adjust salt amounts when warm ups are expected the same day.

3. Training:

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

General Construction Maintenance

General:

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

1. Purpose:

- a) Any sediment, debris, or construction waste will fill in our landscaping swales, 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 and runoff events. Many times daily maintenance is necessary or as needed per random, precipitation or non-stormwater events.
- b) Project materials and waste can be contained or controlled by operational or structural best management practices. • Operational; including but not limited to:
 - Strategic staging of materials eliminating exposure, such as not staging on pavement
 - Avoiding multiple day staging of backfill and spoil
 - Haul off spoil as generated or daily ➤ Schedule work during clear forecast• Structural; including but not limited to:
 - Inlet protection, e.g. wattles, filter fabric, drop inlet bags, boards, planks
 - Gutter dams, e.g. wattles, sandbags, dirt dams
 - Boundary containment, e.g. wattles, silt fence
 - Dust control, e.g. water hose,
 - Waste control, e.g. construction solid or liquid waste containment, dumpster, receptacles
- c) Inspection often to insure the structural best management practices are in good operating condition and at least prior to the workday end. Promptly repair damaged best management practices achieving effective containment.
- d) Cleanup:
 - Use dry cleanup methods, e.g. square nose shovel and broom.
 - Wet methods are allowed if wastewater is prevented from entering the stormwater system, e.g. wet/dry vacuum, disposal to our landscaped areas.
- e) Cleanup Standard:
 - When a broom and a square nosed shovel cannot pick any appreciable amount of material.

3. Waste Disposal:

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

4. Equipment:

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

5. Training:

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

Spill Control**General:**

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

1. Purpose:

- a) Spilt liquids and solids will reach our low impact flood control landscaping areas, oil/sediment/trash traps and infiltration system potentially contaminating 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 any material available to stop flowing liquids; including but not limited to, nearby sand, dirt, landscaping materials, etc.
- c) Hazardous or unknown waste material spills
 1. Critical Emergency constitutes large quantities of flowing uncontained liquid that people at risk or reach storm drain systems. Generally burst or tipped tanks and containment is still critical. Call HAZMAT, DWQ, SALT LAKE COUNTY HEALTH DEPARTMENT, MIDVALE City.
Also report spills to DWQ of quantities of 25 gallons and more and when the spill of lesser quantity causes a sheen on downstream water bodies
 2. Minor Emergency constitutes a spill that is no longer flowing but has reached a storm drain and adequate cleanup is still critical. Call SLVHD, City
 3. Spills that are contained on the surface, typically do not meet the criteria for Critical and Minor Emergencies and may be managed by the responsible implementation of this SOP.
 4. Contact Numbers: HAZMAT - 911
DWQ – 801-231-1769, 801-536-4123, 801-536-4300

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

3. Cleanup Procedure:

- a) NEVER WASH SPILLS TO THE STORM DRAIN SYSTEMS.
- b) Clean per SDS requirements but generally most spills can be cleaned up according to the following:
 - Absorb liquid spills with spill kit absorbent material, sand or dirt until liquid is sufficiently converted to solid material.
 - Remove immediately using dry cleanup methods, e.g. broom and shovel, or vacuum operations.
 - Cleanup with water and detergents may also be necessary depending on the spilled material. However, the waste from this operation must be vacuumed or effectively picked up by dry methods or vacuum machinery. See Pavement Washing SOP.
 - Repeat process when residue material remains.

4. DISPOSAL:

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

5. Documentation:

- a) Document all spills in Appendix C.

6. SDS sheets:

- a) SDS Manual is filed in break room.

7. Materials:

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

8. Training:

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

COTTAGES AT 7240. 3-31-23

*You may create your own form that provides this same information or request a word copy of this document.