

**When recorded, mail to:**

Farmington City  
160 S Main  
Farmington, UT 84015

Affects Parcel No(s): 080570063, \_\_\_\_\_

**LONG-TERM STORMWATER MANAGEMENT AGREEMENT**

This Long-Term Stormwater Management Agreement ("Agreement") is made and entered into this 30th day of September, 2019, by and between Farmington City, a Utah municipal corporation ("City"), and Arrowgate Townhome Owners Association, Inc., a Utah corporation ("Owner").

**RECITALS**

WHEREAS, the City is authorized and required to regulate and control the disposition of storm and surface waters within the MS4, as set forth in the Farmington City Stormwater Ordinance, 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; and

WHEREAS, in order to accommodate and regulate these anticipated changes in existing storm and surface water flow conditions, the Owner is required to build and maintain at Owner's 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, 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, ("Long Term Stormwater Management Plan") more particularly shown in Exhibit "B" on file with the City Planning Department 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**

**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 system and appurtenance 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 MS4 annually. 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 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 June 30<sup>th</sup> 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 not less than three business days to the Owner. 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 on the County Tax Assessor.

#### **Section 6**

**Owner to Make Repairs.** The Owner shall, at its sole cost and expense, make such repairs, changes or modifications to the Stormwater Facilities as may be determined as reasonably necessary by the 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, after due notice of deficiencies as provided in Section 5 and failure to cure, then, upon Owner's failure to cure or correct within thirty days following a second notice delivered to Owner, the City may issue a Citation punishable as a Misdemeanor in addition to any State or EPA fine. The City may also give written notice that the facility storm drain connection will be disconnected. Any damage resulting from the disconnection is subject to the foregoing cure periods. 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, 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. After said thirty (30) days, such amount shall be deemed delinquent and shall be subject to interest at the rate of ten percent (10%) per annum. Owner shall also be liable for any collection costs, including attorneys' fees and court costs, incurred by the 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, and the Owner agrees to hold the City harmless from any liability in the event the Stormwater Facilities fail to operate properly. The Owner shall indemnify and hold the City harmless for any and all damages, accidents, casualties, occurrences, or claims 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.

### **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 Davis County Recorder's Office.

#### **Section 14**

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

#### **Section 15**

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**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 Planning Department. Revision applications must be filed with the City of Farmington and amended into the LTSWMP on file with the Farmington City Planning Department.

## LONG-TERM STORMWATER MANAGEMENT PLAN AGREEMENT

SO AGREED this 30 day of September <sup>20</sup>19.

## DEVELOPER

By: Jeff Jackson Title: MANAGER, Manager  
By: Jeff Jackson Title:

#### DEVELOPERS ACKNOWLEDGEMENT

(Complete if Developer is an Individual)

STATE OF UTAH )  
COUNTY OF )  
:ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me, \_\_\_\_\_, the signer(s) of the foregoing instrument who duly acknowledged to me that he/she/they executed the same.

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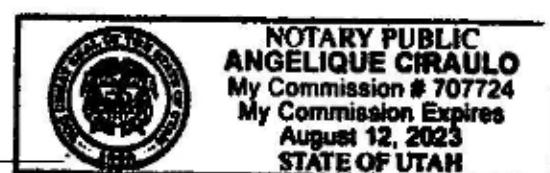
**NOTARY PUBLIC**

Residing in \_\_\_\_\_ County, \_\_\_\_\_

STATE OF UTAH )  
COUNTY OF Cache )  
ss. )

On this 30<sup>th</sup> day of September, 2019, personally appeared before me,  
Jeff Jackson, who being by me duly sworn did say that he/she is the  
managing member of Amwagate townhome owner Ass'n Utah corporation,  
and that the foregoing instrument was signed on behalf of said corporation by authority of its  
Board of Directors, and he/she acknowledged to me that said corporation executed the same.

NOTARY PUBLIC  
Residing in CACHE County, UTAH



**(Complete if Developer is a Partnership)**

STATE OF UTAH )  
:ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me,  
\_\_\_\_\_, who being by me duly sworn did say that he/she/they is/are the \_\_\_\_\_  
of \_\_\_\_\_, a partnership, and that the foregoing  
instrument was duly authorized by the partnership at a lawful meeting held by authority of its by-  
laws and signed in behalf of said partnership.

**NOTARY PUBLIC**  
Residing in \_\_\_\_\_ County, \_\_\_\_\_.

\*\*\*\*\*

(Complete if Developer is a Limited Liability Company)

STATE OF UTAH )  
: ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_ who being by me duly sworn did say that he or she is the \_\_\_\_\_ of \_\_\_\_\_, a limited liability company, and that the foregoing instrument was duly authorized by the Members/Managers of said limited liability company.

**NOTARY PUBLIC**  
Residing in \_\_\_\_\_ County, \_\_\_\_\_.

**FARMINGTON CITY**

By: Chad W. Boshell

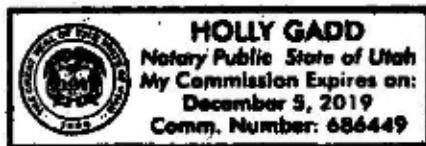
Date: 10-29-19

Title: Storm Water Official

**CITY ACKNOWLEDGEMENT**

STATE OF UTAH )  
ss.  
COUNTY OF DAVIS )

On this 29 day of October, 2019, personally appeared before me  
Chad W. Boshell, who being duly sworn did say, that he, is the  
Storm Water Official of FARMINGTON CITY, a Municipal Corporation of the State  
of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its  
governing body and said Chad W. Boshell acknowledged to me that the City  
executed the same.



My Commission Expires:

12/05/2019

Holly Gadd  
Notary Public  
Residing at: Davis County

LTSWMP

Attachments:

Exhibit A: Legal Description

Exhibit B: Long-Term Stormwater Management Plan; Filed with Farmington City Planning  
Department

## EXHIBIT A

THE LAND REFERRED TO HEREIN IS SITUATED IN THE COUNTY OF DAVIS,  
STATE OF UTAH, AND IS DESCRIBED AS FOLLOWS:

A PART OF THE NORTHWEST QUARTER OF SECTION 14 & THE NORTHEAST CORNER OF SECTION 15, TOWNSHIP 3 NORTH, RANGE 1 WEST SALT LAKE BASE & MERIDIAN, U.S. SURVEY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS SOUTH 00°03'58" EAST ALONG THE SECTION LINE 757.69 FEET FROM THE NORTHWEST CORNER OF SECTION 14, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 89°46'49" EAST 814.30 FEET; THENCE SOUTH 50°55'20" EAST 61.93 FEET; THENCE SOUTH 47°12'05" EAST 85.94 FEET TO THE CENTERLINE OF HAIGHT CREEK; THENCE ALONG THE CENTERLINE OF SAID HAIGHT CREEK THE FOLLOWING NINETEEN (19) COURSES: (1) SOUTH 67°29'15" WEST 17.46 FEET, (2) NORTH 86°26'50" WEST 33.86 FEET, (3) SOUTH 66°24'01" WEST 11.62 FEET, (4) NORTH 69°12'18" WEST 24.15 FEET, (5) SOUTH 48°22'15" WEST 33.00 FEET, (6) SOUTH 05°04'29" EAST 19.33 FEET, (7) SOUTH 14°12'08" WEST 27.78 FEET, (8) SOUTH 72°31'42" WEST 21.42 FEET, (9) SOUTH 10°12'39" WEST 26.24 FEET, (10) SOUTH 52°47'16" WEST 83.69 FEET, (11) SOUTH 14°52'38" WEST 49.64 FEET, (12) SOUTH 45°36'21" EAST 34.24 FEET, (13) SOUTH 06°38'53" EAST 15.75 FEET, (14) SOUTH 62°59'38" EAST 18.56 FEET, (15) SOUTH 35°59'26" EAST 50.64 FEET, (16) SOUTH 07°25'01" WEST 19.77 FEET, (17) SOUTH 46°23'21" WEST 189.60 FEET, (18) SOUTH 00°19'02" WEST 46.41 FEET, AND (19) SOUTH 48°13'23" WEST 92.99 FEET; THENCE NORTH 38°15'35" WEST 289.04 FEET; THENCE NORTH 23°16'55" WEST 28.14 FEET; THENCE NORTH 40°13'31" WEST 63.96 FEET; THENCE NORTH 44°50'10" WEST 182.23 FEET; THENCE NORTH 34°33'00" WEST 81.39 FEET; SOUTH 55°17'36" WEST 130.62 FEET; THENCE NORTH 34°42'24" WEST 164.24 FEET; THENCE NORTH 00°13'11" EAST 27.50 FEET; THENCE NORTH 89°46'49" WEST 70.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF 350 EAST STREET; THENCE NORTH 0°13'11" EAST 62.00 FEET ALONG SAID RIGHT-OR-WAY LINE; THENCE SOUTH 89°46'49" EAST 105.44 FEET TO THE POINT OF BEGINNING.

Tax ID No. 08-057-0058

## EXHIBIT B

### Long-Term Stormwater Management Plan for:

Arrowgate Townhome Owners Association, Inc.  
50 E 2500 N  
North Logan, UT 84341

## **PURPOSE AND RESPONSIBILITY**

As required by the Clean Water Act and resultant local regulations, including the Farmington City Municipal Separate Storm Sewer Systems (MS4) Permit, those who develop land are required to build and maintain systems to minimize litter and contaminants in stormwater runoff that pollute waters of the State.

This Long-Term Stormwater Management Plan (LTSWMP) describes the systems, operations and the minimum standard operating procedures (SOPs) necessary to manage pollutants originating from or generated on this property. Any activities or site operations at this property that contaminate water entering the City's stormwater system and generate loose litter must be prohibited, unless SOPs are written to manage those activities or operations, and amended into this LTSWMP.

Haights Creek is impaired but does not have a TMDL. The LTSWMP is aimed at addressing these impairments in addition to all other pollutants that can be generated by this property.

## **CONTENTS**

**SECTION 1: SITE DESCRIPTION, USE AND IMPACT**

**SECTION 2: TRAINING**

**SECTION 3: RECORDKEEPING**

**SECTION 4 APPENDICES**

## SECTION 1: SITE DESCRIPTION, USE AND IMPACT

The site infrastructure 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.

### **Parking, Sidewalk and Flatwork**

The site consists of 9.309 total acres, or 405,500 square feet (sf). The total area is comprised of 80,079 sf of roofed building area, 81,113 sf of pavement, 30,991 sf of sidewalk, and 123,875 of manicured landscape area. The remaining 89,442 sf is comprised of naturally vegetated area near Hights Creek.

Any sediment, leaves, debris, spilt fluids or other waste that collects on our parking lots and sidewalks will be carried by runoff to our storm drain inlets. This waste material will settle in our storm drain system increasing maintenance cost and solid and dissolved waste in our runoff can pass through our system ultimately polluting waters of the state.

Maintenance involves regular sweeping, but it can also involve pavement washing to remove stains, slick spots and improve appearance when necessary. These procedures are to be performed on an as-needed basis, as determined by the HOA, or their assignee. The sweeping is to be performed at a minimum of once per year. Use our Pavement Maintenance and the Pavement Washing SOPs, located in Appendix B, to manage pollutants that collect on our pavements.

### **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. This waste material will settle in our storm drain system increasing maintenance cost and solid and dissolved waste in our runoff can pass through our storm drain system ultimately polluting waters of the state. The primary pollutant impairing Haight Creek is organic material, so it is vital that our paved areas with direct connection to the City storm drain systems remain clean of landscape debris. The actions needed to keep the paved areas clear of landscape debris are to be performed each time landscaping crews perform work onsite.

Use our Landscape Maintenance SOP, located in Appendix B, to prevent this potential pollution source from affecting the waters of the state.

### **Storm Drain System**

The storm drain inlets direct all runoff through multiple detention ponds that are designed to capture floating material and heavier sediment particles but does not trap suspended or dissolved pollutants. These ponds are susceptible to bypass during large storm events

and the dissolved pollutants will pass through and harm the waters of the state. Also our stormwater treatment system holds water that can breed mosquitoes. It is important to regularly maintain this system to protect the waters of the state and prevent mosquito breeding. Use our Storm Drain Maintenance SOP, located in Appendix B, to manage our storm drain system responsibly. The HOA, or assignee, will be responsible for inspecting the pond systems after major storm events to ensure the pond systems function as designed.

### **Waste Management**

Our 6-yard dumpster and trash receptacles with lids are intended to prevent precipitation exposure minimizing liquids that can leak to pavements and from haul trucks. Lids will also prevent the light weight trash carried off by wind. Good waste management systems, if managed improperly, can become the source of the very pollution that they were intended to control. Use our Waste Management SOP, located in Appendix B, to control and manage the solid waste we generate. The HOA, or their assignee, are to inspect the trash receptacles regularly, at least weekly, to ensure the lids are closed.

### **Utility System**

Our air conditioner units contain oils and other chemicals that can harm the waters of the state if allowed to drain off our property. Liquids and other waste generated by maintenance of this system can be appropriately managed by our Spill Containment and Cleanup SOP, located in Appendix B. The HOA, or their assigns, are to inspect the utility systems regularly, at least monthly, to ensure they are functioning as designed.

### **Snow and Ice Removal Management**

Salt is a necessary pollutant and is vital to ensuring a safe parking and pedestrian walkways. However, the snow removal operations if improperly managed will increase our salt impact to our own vegetation and local water resources. Use our Snow and Ice Removal SOP, located in Appendix B, to minimize our salt impact. The HOA, or their assigns, will manage the snow and ice management on as-needed basis.

## **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 Farmington 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

*[Insert Site Drawings and Details following the blue text]*

## APPENDIX B – SOPs

### Pavement Maintenance Operations

#### 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 and Selection:**

- a) Reduce stormwater pollution by sweeping and removing pollutants that will be carried to City stormwater systems during stormwater runoff or by non stormwater runoff.
- b) The sweeper is intended for removing material that collect on pavements by use and the natural degradation of pavements, i.e. material that collect, drop from vehicles and the natural erosion and breaking up of pavements.

#### **2. Regular Procedure:**

- a) Remain aware of debris and sweep minor debris is needed by hand.
- b) Generally sweeping machinery should be used during autumn when leaf fall is heavy and early spring after winter thaw. Sometimes sweeping machinery will be necessary when accumulations are spread over a large area of the pavement.
- c) Manage outside activities that leave waste or drain pollutants to our pavements. This involves outside functions including but not limited to: Yard sales, yard storage, fund raisers, etc. Do not allow car wash fund raiser or other activities that allow detergents or other pollutants to be wash into storm drain systems.

#### **4. Disposal Procedure:**

- a) Service contractor dispose at licensed facilities
- b) Dispose of hand collected material in dumpster

#### **5. Training:**

- a) Annually and at hire

## Landscape Maintenance Operations

### 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.

**Rule: Prevent any solids, liquids or any light weight material from being carried away from the construction or maintenance envelop by wind or water.**

### 1. Application:

- a) This SOP should provide sufficient direction for many of the general landscaping operations, e.g., fertilizer and pesticide applications, mowing, weeding, tree trimming, digging, sprinkler repairs, varying landscape cover management, etc.

### 2. Maintenance Procedure:

- a) 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.
  - Pesticide Operations – Prevent overspray, use spot treatment, sweep or blow dry pesticide onto vegetated ground immediately following operation.
- b) 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 immediate attention when wind expected.
- c) 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.
- d) 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 cleanup.
- b) Push broom and square blade shovel should be a minimum.

**5. Training:**

- a) Annually and at hire
- b) Landscape Service Contractors must have equal or better SOPs.

## Waste Management Operations

### 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. Application:

- a) This SOP is intended for all Staff, intended for the proper disposal of common everyday waste.

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### 2. Waste Collection Devices (Exposed units):

- a) The site contains 2 types of waste management containers.
  - 6yd dumpster with lid
  - Receptacles with lids

### 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 Davis County landfill.
- c) Review Davis County landfill regulations for additional restrictions and understand what waste is prohibited in the Davis County landfill. Ensure the SDS and Davis County landfill regulations are not contradictory.

Generally, the waste prohibited by the Davis County landfill is:

➤ Liquid:

- paint
- pesticides/fertilizers
- oil (all types)
- antifreeze
- batteries
- liquid chemicals
- etc.

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*(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 Davis County Health Department for instructions and locations, PHONE NUMBER).*

**4. Waste Disposal Required for NAME OF LANDFILL or other:**

- a) Generally for waste not accepted by the Davis County landfill.
- b) Follow SDS for disposal requirements. Review Davis County landfill regulations for additional restrictions and understand what waste is prohibited in the Davis County landfill. Ensure the SDS and Davis County 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 Davis County landfill # is a good resource, PHONE #

**5. General Staff Maintenance Practices:**

- a) Prevent dumpsters and receptacles from becoming a pollution source by:
  1. Closing lids
  2. Reposition tipped receptacles upright.
  3. Report full or leaking and unsecured dumpsters and receptacles to the company provider or repair it in house. Determine source liquids and prevent it.
  4. Report any eminent pollutant hazard related to dumpsters and receptacles to the owner.

**6. Training:**

- a) Annually and at hire

## Storm Drain Maintenance Operations

### 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. Procedure:

- a) Inspect for need:
  1. Schedule cleaning for boxes and pipe that contain 2" or more of sediment and debris.
  2. Remove debris by vacuum operated machinery.
  3. When accumulations are mostly floating debris this material can be removed with a net.
  4. Inspect standing water for mosquito larvae and contact the Davis County Mosquito Abatement District when necessary.

### 2. Disposal Procedure:

- a) Dispose of waste collected by machinery at regulated facilities.
- b) Floating materials and floating absorbent materials may be disposed in dumpster when dried out. Dry dirt and slurry may also be disposed in the dumpster.
- c) Disposal of hazardous waste
  1. Dispose of hazardous waste at regulated disposal facilities, see Waste Management and Spill Control SOP
- d) Disposal of waste collected from sanitary sewer device at regulated facilities.

### 3. Training:

- a) Annually and at hire

## Pavement Washing Operations

### 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. 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 be used to clean the initial spills. First apply the Spill Containment and cleanup SOP.

### 2. Disposal Procedure:

- a) Small volumes can usually be drained to the local sanitary sewer. Contact the Central Davis Sewer District.
- b) Large volumes must be disposed at regulated facilities.

### 2. 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.

### 3. 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. Application:

- a) Parking and sidewalk winter management operations.

### 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.

**Rule: Prevent any solids, \*liquids or any light weight material from being carried away from the construction or maintenance envelop by wind or water.**

\*liquids - including culinary water and irrigation water that are polluted with material that will damage the environment.

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### 1. Application:

- a) This SOP should provide sufficient direction for many of the general operations, e.g., building maintenance, curb/sidewalk/flatwork, overlay/patching, landscape renovations, misc. maintenance/repairs, etc.

### 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 immediate 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 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 up 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:**

- b) 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. Rational:

- a) All properties are susceptible to spills whether it is a result of operations or by customers. Insufficient response, inadequate containment materials and improper spill cleanup methods will result in pollutants in our waterways. Once the pollutants reach our storm drain system, or even the detention pond, they are difficult and expensive to remove.

#### 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, NAME OF HEALTH DEPARTMENT, City.
  - 2. Minor Emergency constitutes a spill that has reached a storm drain but is no longer flowing. Call NAME OF HEALTH DEPARTMENT, 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  
NAME OF HEALTH DEPARTMENT – PHONE NUMBER  
City – PHONE NUMBER

#### 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 clean up 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

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## MAINTENANCE/INSPECTION SCHEDULE

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

## RECORD INSPECTIONS IN THE MAINTENANCE LOG

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

## MAINTENANCE LOG

## Annual Summary of LITSAMP effectiveness, inefficiencies, problems, necessary changes etc.

\*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

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