ENT 64388:2024 PG 1 of 38
ANDREA ALLEN
UTAH COUNTY RECORDER
2024 Sep 19 01:07 PM FEE 0.00 BY KR
RECORDED FOR AMERICAN FORK CITY

STORM WATER FACILITY AGREEMENT

THIS AGREEMENT, is made and entered into this 8th day of June, 2022, by and between Four Amigos Investments LLC (hereinafter referred to as "Owner", and American Fork City (hereinafter referred to as the "City"), a Municipal Corporation.

RECITALS

WHEREAS, the Owner desires to improve, develop or redevelop real property located at approximately 502 S 1040 E in American Fork City, Utah County, State of Utah (hereinafter referred to as the "Property"), which is more particularly described in Exhibit A attached hereto;

WHEREAS, said development requires the installation and maintenance of storm water facilities (hereinafter referred to as "Facilities") to be constructed according to designs and plans approved by the City;

WHEREAS, the Owner, for and in behalf of its administrators, executors, successors, heirs, or assigns, including any homeowners association, recognizes and agrees that the health, safety, and welfare of the citizens of the City require that the Facilities be constructed and adequately maintained on the Property throughout the life of the development; and

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

SECTION 1
FACILITIES

Facilities include all storm water detention and control structures, flood control devices, or other improvements, which may include, but is not limited to all pipes, channels, or other structures and infrastructure built to convey storm water to the Facilities, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the storm water which are required by the City in the site plan attached hereto as Exhibit B.

SECTION 2
FACILITIES CONSTRUCTION

The Owner shall, at its sole cost and expense, construct the Facilities in accordance with the plans and specifications for the development approved by the City. Owner understands and agrees that modifications may be needed to make the system work properly after the Facilities are installed and agrees to make modifications and adjustments as may be necessary and required by the City.

Approved as to form:
Attorney for American Fork City

SECTION 3
MAINTENANCE

The Owner shall, at its sole cost and expense, adequately maintain the Facilities in good working condition acceptable to the City and in accordance with the schedule of long term maintenance activities agreed to by the parties and attached hereto as Exhibit C. Adequate maintenance is herein defined as follows: 1) keeping the Facilities in good working condition so that the Facilities are performing their design functions, 2) performing facility inspections and repairs as may be needed, and 3) replacing and/or modifying portions, or all of the system, as may be needed to maintain the intended function of the facility.

SECTION 4
EASEMENT

The Owner hereby grants permission to the City, its authorized agents, and employees to enter upon the Property and to inspect the Facilities whenever the City deems it necessary. Whenever possible, the City shall provide notice prior to entry. Inspections by the City 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 Facilities are being adequately maintained, are continuing to perform in an adequate manner, and are in compliance with all laws, regulations, and approved plans and specifications. The Owner hereby grants a twenty-five (25) foot access easement in favor of the City with the midpoint of the easement lying over the midpoint of the Facilities identified in the attached plan. This easement shall be limited in scope to allow only those actions which are necessary to allow the City to inspect, ensure adequate maintenance, and to cause any repairs to be made that the City deems necessary. This easement shall include, but is not be limited to, prohibiting the construction of structures or improvements that would impact or obstruct the intended purposes of the Facilities or restrict the ability of the Owner or the City to inspect, maintain, or repair the Facilities.

SECTION 5
FAILURE TO MAINTAIN FACILITIES

In the event the Owner fails to maintain the Facilities in good working order acceptable to the City and in accordance with the maintenance schedule incorporated in this Agreement, the City, in addition to any other remedies provided by State or City code, may, with due notice as provided in Section 6, enter the property and take whatever steps it deems necessary to return the Facilities to good working order. This provision shall not be construed to allow the City to erect any structure of a permanent nature on the property that is not included in the plans and specifications for the development, or other agreement between the parties. It is expressly understood and agreed that the City is under no obligation to maintain or repair the Facilities. The decision to maintain or repair the Facilities shall be at the City's sole discretion and in no event shall this Agreement be construed to impose any such obligation on the City or to create any liability for the City refusing to undertake such a duty.

SECTION 6
NOTICE OF DEFICIENCIES

If the City finds that the Facilities contain any defects or are not being maintained adequately, the City shall provide Owner written notice of the defects or deficiencies and provide Owner with a reasonable time, as determined by the City, to cure such defects or deficiencies.

SECTION 7
RECOUPMENT OF COSTS

In the event the City performs work of any nature pursuant to the Agreement, or expends any funds in the performance of said work for labor, use of equipment, supplies, materials, and the like, the Owner shall reimburse the City within thirty (30) days of receipt thereof for all the costs incurred by the City. If not paid within the prescribed time period, the City shall be entitled to record a lien against the real property in the amount of such costs. The actions described in this section are in addition to and not in lieu of any and all legal remedies available to the City as a result of the Owner's failure to maintain the Facilities.

SECTION 8
LIMITATION OF LIABILITIES

It is the sole intent of this Agreement to insure the proper construction and maintenance of the Facilities by the Owner. As the Facilities are not part of the City's Storm Water Collection System, this agreement does not create or extend any rights to immunity or liability protections provided by law to municipalities. This Agreement shall not be deemed to create or affect any additional liability of any party for damage alleged to result from or caused by storm water runoff, or to constitute a waiver of any immunity provided to the City through the Utah State Code or Constitution.

SECTION 9
SEDIMENT ACCUMULATION

Adequate maintenance shall include control of sediment accumulation resulting from the normal operation of the Facilities. The Owner will make accommodations for the removal and appropriate disposal of all accumulated sediments.

SECTION 10
REQUIREMENTS AND STANDARDS

The Parties agree to follow and comply with all requirements applicable to storm water detention and control facilities as by the Utah Department of Environmental Quality, Division of Water Quality, including the Small MS4 General UPDES Permit requirements, and by the City ordinances and Storm Water Management Plan as existing at the time of executing this agreement and as may be amended from time to time. The parties agree that these requirements and regulations are incorporated herein by this reference and that this agreement shall be deemed

automatically amended to incorporate any and all changes and amendments made thereto after the signing of this agreement.

SECTION 11
INSPECTIONS

The Owner shall perform an annual inspection of the Facilities. The City may require more frequent inspections should it have reason to believe that such inspections are necessary. All inspections shall be conducted by a qualified inspector and the results shall be reported to the City. The purpose of the inspection and reporting is to assure safe and proper functioning of the Facilities, including but not limited to, the structural improvements, berms, outlet structure, pond areas, access roads, vegetation, landscaping, etc. All annual inspection reports shall be submitted to the City Public Works Department no later than September 1 of any given year and shall be on the Maintenance Inspection Report attached hereto as Exhibit D.

SECTION 12
INDEMNITY

The Owner indemnifies and holds harmless the City and its authorized agents and employees for any and all damages, accidents, casualties, occurrences or claims which might arise or be asserted against the City from the construction, presence, existence or maintenance of the facility or facilities by the Owner. In the event a claim is asserted against the City, its authorized agents or employees, the City shall promptly notify the Owner and the Owner shall defend at its own expense any suit based on such claim. If any judgment or claims against the City, its authorized agents or employees shall be allowed, the Owner shall pay for all costs and expenses in connection herewith.

SECTION 13
COVENANT RUNNING WITH THE LAND

This Agreement shall be recorded at the Utah County Recorder's Office and shall constitute a covenant running with the land and shall be binding on the Owner, its administrators, executors, heirs, assigns and any other successors in interest, including any homeowners association.

SECTION 14
REMEDIES

This Agreement may be enforced by proceedings at law or in equity by or against the parties hereto and their respective successors in interest. Any rights or remedies contained in this Agreement shall be in addition, and non-exclusive, to any rights existing under the Utah Code or that may exist under the common law.

SECTION 15
ATTORNEYS FEES

If any party retains, consults, or uses an attorney because of any breach, default, or failure to perform as required by this Agreement, the non-breaching/defaulting party shall be entitled to reasonable attorney's fees incurred before litigation is filed. In the event that any litigation is commenced to enforce or interpret this Agreement the prevailing party shall be entitled to its attorneys fees, expert witness expenses, and litigation related expenses, including but not limited to court costs.

SECTION 16
THIRD PARTY BENEFICIARIES

This Agreement shall be binding upon and inure solely to the benefit of the parties herein and is not intended to create contractual rights in any third party.

SECTION 17
NO PARTNERSHIP

Nothing contained in this Agreement shall be deemed to create any form of a partnership or joint-venture between the City and Owner.

SECTION 18
UTAH LAW AND VENUE

This Agreement shall be interpreted pursuant to 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 Utah County, Utah.

SECTION 19
INTEGRATED AGREEMENT

This Agreement sets forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, that exists between the parties regarding the subject matter of this Agreement.

SECTION 20
SEVERABILITY

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, its successors and assigns, is held invalid, the remainder of this Covenant shall not be affected thereby.

SECTION 21
AMENDMENTS

Except as expressly provided elsewhere in this Agreement, no provision of this Agreement may not be modified except in writing agreed to by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

OWNER

Date: June 8, 2022.

By: Chris Haertel

Its: Manager

NOTARIZATION

STATE OF UTAH)
) :ss
COUNTY OF UTAH)

The above Agreement was executed on this 8th day of June, 2022 by Chris Haertel Manager, for and on behalf of Four Amigos Development the Owner identified in the above signed Agreement. In executing this Agreement, the signer did swear before me that he is duly authorized to sign the agreement on behalf of the Owner.

NOTARY PUBLIC

CHRISTINE SIDDOWAY
Notary Public State of Utah
My Commission Expires on:
May 23, 2024
Comm. Number: 711955

AMERICAN FORK CITY

Date: MAY 8, 2024.

~~Scott Sensanbaugher~~ Sam Kelly
Director of Public Works

State of Utah
County of Utah
The foregoing instrument was acknowledged before me this 8th day of ~~May~~ May 2024, by Sam Kelly.

ATTEST:

MELISSA WHITE
NOTARY PUBLIC · STATE OF UTAH
COMMISSION # 735790
Comm. Expires: 02-27-2028

Approved as to form:
Attorney for American Fork City

Exhibit "A"

Beginning at a point which is East 594.61 Feet and South 987.42 Feet from the west Quarter Corner of the Section 19, Township 5 South, Range 2 East, Salt Lake based & Meridian; Thence South 131.51 feet; Thence West 27.87 Feet; Thence Soth 78.89 Feet; thence West 106.75 Feet; Thence North 183.64 feet; Thence West 45.69 Feet; Thence East 45.71 Feet; Thence North 8.00 Feet; Thence S 63°26'006" E 17.89 Feet; Thence East 7.98 Feet; Thence South 0.52 Feet; Thence East 29.65 Feet; Thence South 11.96 Feet; Thence East 56.73 Feet to the point of beginning.

ENT 64388:2024 PG 8 of 38

Long-Term Stormwater Management Plan

for:

Mira Vista Phase 4
1040 E
American Fork, Utah

Stephanie Herrera
4-Amegos LLC
801-635-0574

Reeve Job# 5336-11

PURPOSE AND RESPONSIBILTY

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

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

The LTSWMP is aimed at addressing water impairments in addition to all other pollutants that can be generated by this property.

CONTENTS

SECTION 1: SITE DESCRIPTION, USE AND IMPACT

ENT 64388:2024 PG 10 of 38

The site infrastructure and operations described in this Section are limited at controlling and containing pollutants and if managed improperly can contaminate the environment. The LTSWMP includes standard operations procedures (SOP)s that are intended to compensate for the limitations of the site infrastructure. The property manager must use good judgment and conduct operations appropriately, doing as much as possible indoors and responsibly managing operations that must be performed outdoors.

Parking, Sidewalk and flatwork

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 any waste dissolving in the runoff will pass through our system ultimately polluting Utah waters.
Maintenance involves regular sweeping, but it can also involve pavement washing to remove stains, slick spots and improve appearance when necessary. The Pavement Maintenance and the Pavement Washing SOPs are used to manage the pollutants associated with our pavements.

Landscaping

Our landscape operations including mowing, pruning, hand digging etc., can result in grass clippings, sticks, branches, dirt, mulch, including fertilizers, pesticides and other pollutants to fall or be left on our paved areas. The primary pollutant impairing Utah Waters is organic material so it is vital that the paved areas with direct connection to the City storm drain systems remain clean of landscape debris.
The Landscape Maintenance SOP is written to control and manage this potential pollution source affecting Utah Waters.

Storm Drain System

The storm drain inlets direct all runoff to an underground detention storage chamber system with an isolator row that is designed to capture floating material and heavier sediment particles, but does not trap dissolved pollutants. This device is susceptible to bypass and scour during large storm events and the dissolved pollutants can harm Utah waters. Also the stormwater treatment system holds water that can breed mosquitoes. It is important to regularly maintain this system to protect Utah waters and prevent mosquito breeding. The Storm Drain Maintenance SOP is written to control and manage this system.

Waste Management

The 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. The Waste Management SOP is written to control and manage the waste we generate.

Utility System

The roof top utility system exposed to our roof drains which drain to our pavements. This heating and air conditioner unit contains oils and other chemicals that can harm Utah waters if allowed to drain off our property. Liquids and other waste generated by maintenance of this system can be appropriately managed by the Spill Containment and Cleanup SOP.

Snow and Ice Removal Management

Salt is a necessary pollutant and is vital to ensuring a safe parking and pedestrian path system. However, the snow removal operations improperly managed will increase our salt impact to local water resources and to our own vegetation.

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.

ENT 64388:2024 PG 13 of 38

SECTION 4: APPENDICES

Appendix A- Site Drawings and Details
Appendix B- SOPs
Appendix C- Recordkeeping Documents

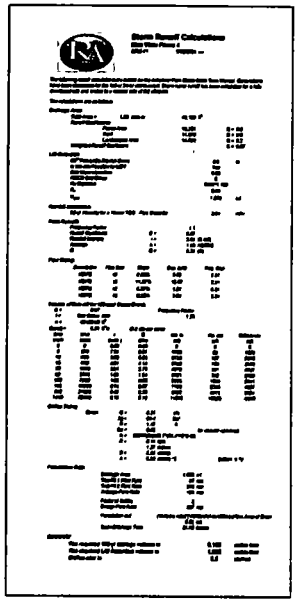
APPENDIX A – SITE DRAWINGS AND DETAILS

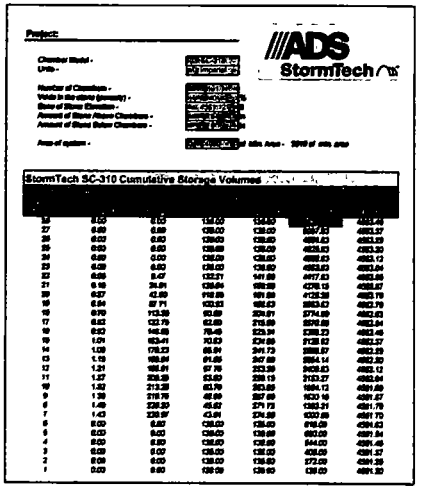
[Insert Site Drawings and Details following the blue text]

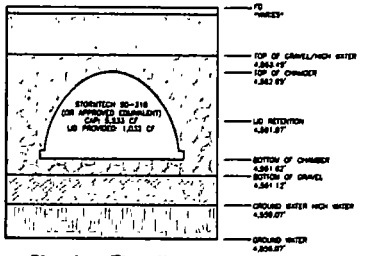
ENT 64388:2024 PG 14 of 38

APPENDIX B – SOPs

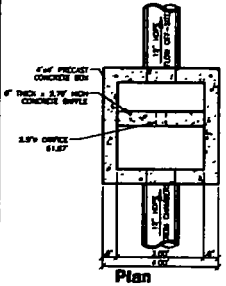
ENT 64388:2024 PG 16 of 38



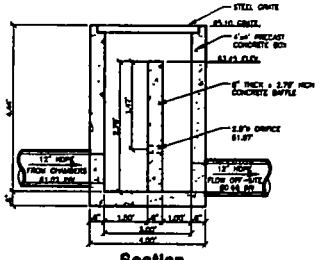




Chamber Elevations
SCALE: NONE



Plan



Section

Control Box
SCALE: NONE

Legend

- EXISTING ASPHALT PAVEMENT
- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE
- PROPOSED OUTFALL CURB & GUTTER

EXISTING BUILDING

EXISTING BUILDING

PROPOSED BUILDING
FFE.(66.88)

EXISTING BUILDING

UTILITY NOTES:
1. ALL SEWER PIPE IS TO CONFORM TO ASTM D3034 SDR35.
2. ALL LATERAL CONNECTIONS SHALL BE INSERT-A-TEE OR WYE AT TEN O'CLOCK POSITIONING TO THE CENTER OF THE MAIN LINE.
3. ALL SANITARY SEWER MAINS AND LATERALS MUST BE INSPECTED AND APPROVED BY THE CITY INSPECTOR BEFORE TRENCH BACKFILLING IS COMPLETED.
4. ALL DUCTILE IRON PIPES ARE TO BE LABELED AS CLASS 50 FOR SLIP ON OR MECHANICAL JOINT PIPING. (51 FOR 6" AND UNDER. 53 FOR FLANGED JOINT PIPES UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER.)
5. WATER MAINS, TRANSMISSION AND DISTRIBUTION LINES ARE TO BE CONSTRUCTED USING DUCTILE IRON IN ACCORDANCE WITH ANSI C151 AND ANSI A-21.51.
6. FLOGSTORM PURE INLET INSERTS SHOULD BE INSTALLED IN CATCH BASINS WITHIN THE PARKING AREA.

20 0 20 40 60
Scale: 1" = 20'

811 Know what's below. Call before you dig.

Reeve & Associates, Inc.

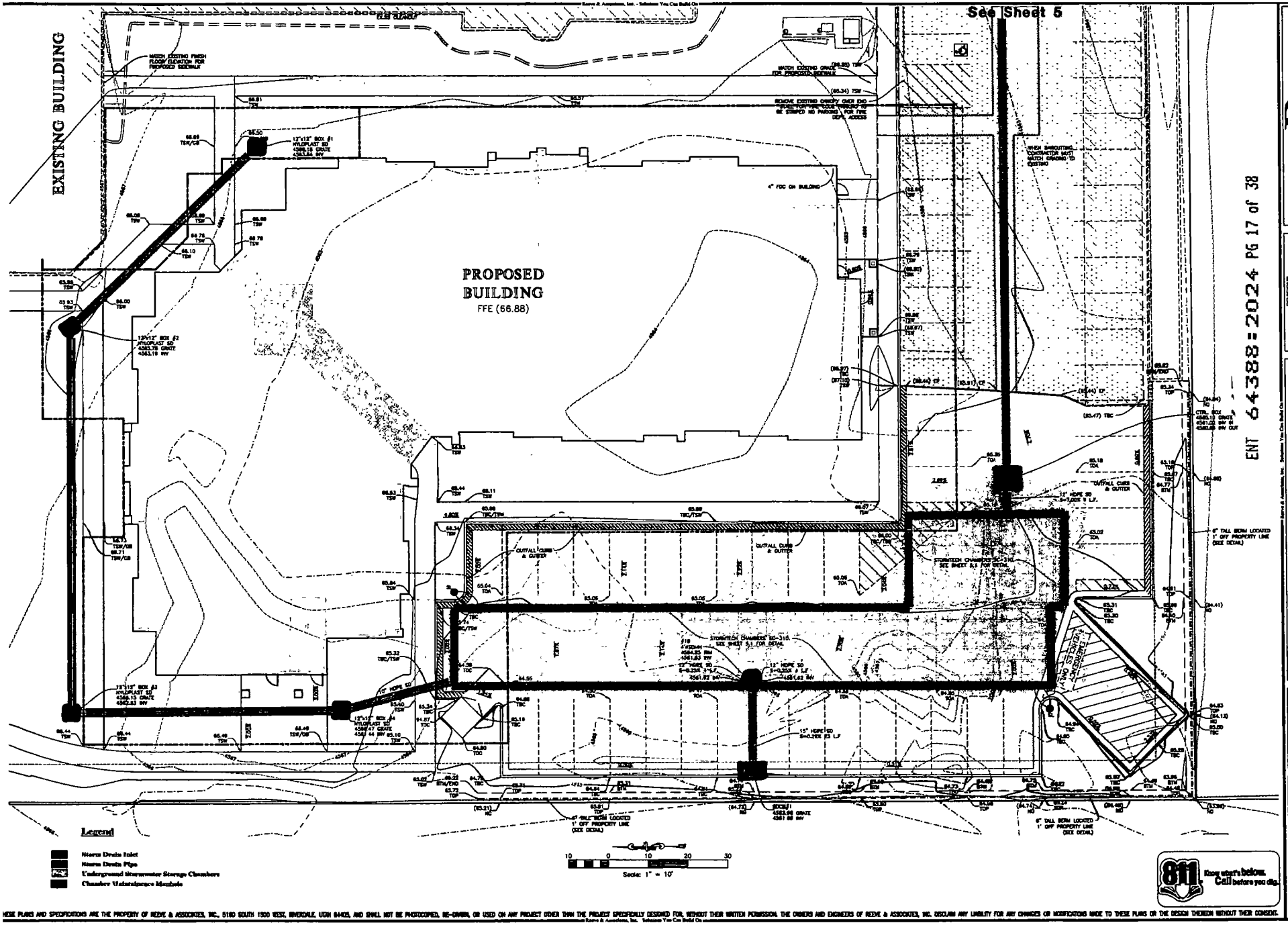
REVISIONS
DATE DESCRIPTION

Mira Vista
Phase 4
502 S 1040 E, ANDERSON FORK, UTAH

Utility Plan

Project Info.
Engineer: JEFFERY DRAPER
Drafter: N. FIGLIN
Begin Date: DECEMBER, 2020
Name: MIRA VISTA PHASE 4 PHASE
Number: 6388-11

Sheet 4 of 10 Sheets



ENT 64388:2024 PG 17 of 38

Reeve & Associates, Inc.

REVISIONS	
DATE	DESCRIPTION

Mira Vista
Phase 4
SEC 5 1040 E. AMERICAN FORK, UTAH

Grading & Drainage Plan

Project Info.
Engineer: JEREMY DRAPER
Drafter: N. FICKLIN
Begin Date: DECEMBER, 2020
Name: MIRA VISTA PHASE 4 PHASE
Number: 5338-11

Sheet 4.1 of 10 Sheets

811 Know what's below. Call before you dig.

SC-310 STANDARD DETAILS

ADS Advanced Drainage Systems, Inc.

SC-310 STORMTECH CHAMBER SPECIFICATIONS

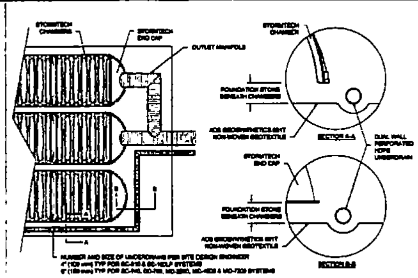
[illegible]

IMPORTANT - NOTES FOR THE BIDDING AND INSTALLATION OF THE SC-310 SYSTEM

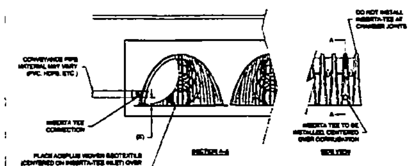
[illegible]

NOTES FOR CONSTRUCTION EQUIPMENT

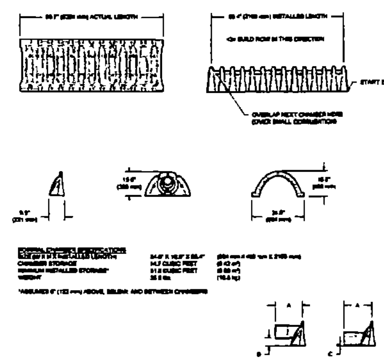
[illegible]



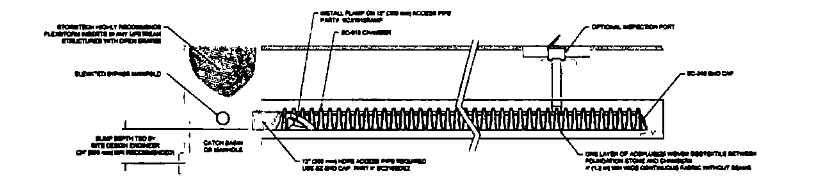
5 UNDERDRAIN DETAIL



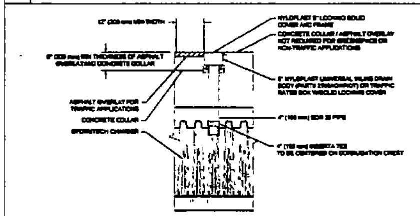
6 INSERTA-TEE SIDE INLET DETAIL



2 SC-310 TECHNICAL SPECIFICATIONS



3 SC-310 ISOLATOR ROW PLUS DETAIL



4 4" PVC INSPECTION PORT DETAIL (SC SERIES CHAMBER)

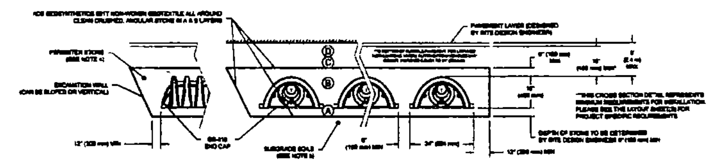
INSPECTION & MAINTENANCE

[illegible]

NOTES

[illegible]

MATERIAL LOCATION	DESCRIPTION	AASHTO MATERIAL CLASSIFICATIONS	COMPACTION / DENSITY REQUIREMENT
D [illegible]	[illegible]	N/A	[illegible]
C [illegible]	[illegible]	[illegible]	[illegible]
B [illegible]	CLEAN, CRUSHED, ANGULAR STONE	[illegible]	NO COMPACTION REQUIRED.
A [illegible]	CLEAN, CRUSHED, ANGULAR STONE	[illegible]	PLATE COMPACT OR ROLL TO ACHIEVE A FLAT SURFACE.



NOTES:

[illegible]

1 SC-310 CROSS SECTION DETAIL

ADS 4640 TRUEMAN BLVD HILLIARD, OH 43026

StormTech® Chamber System

SC-310 STANDARD DETAILS

DRAWN	DATE
REVIEWED	PROJECT NO
REV:	NOT TO SCALE

SHEET

ENT 64388:2024 PG 18 of 38

811 Know what's below. Call before you dig.

Reeve & Associates, Inc.

REVISIONS: DATE / DESCRIPTION

Mira Vista Phase 4
502 S 1040 E, AMERICAN FORK, UTAH

Details

Project Info.
Engineer: JEREMY DRAPER
Drafter: N. FICKLIN
Begin Date: DECEMBER, 2020
Name: MIRA VISTA PHASE 4
Number: 5338-11

Sheet 5.1 / 10 Sheets

ENT 64388:2024 PG 19 of 38

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, ie. 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 should occur during autumn when leaf fall is heavy and early spring after winter thaw. Sometimes sweeping machinery will be necessary with accumulations are spread over pavements.
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 like car washes, etc.

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 operations, e.g., fertilizer and pesticide applications, mowing, weeding, tree trimming, digging, sprinkler repairs, mulch 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 immediately following operation sweep or blow dry pesticide onto vegetated ground.

b) Remove or contain all erodible or loose material prior forecast wind and precipitation events or before non-stormwater will pass through the project site. For light weight debris maintenance can require immediately attention for wind events and many times daily maintenance or as needed for precipitation or non-stormwater events.

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

d) Detention Basin
   a. Remove sediment and debris from the bottom
   b. Inspect sides for signs of erosion. Replace vegetation as needed.
   c. Inspect riprap and inlets for any signs of damage.

e) Cleanup:

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

3. Waste Disposal:

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

4. Equipment:

a) Tools sufficient for proper containment of pollutants and 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, for the proper disposal of common everyday waste.

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 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 landfill.

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

Generally the prohibited waste is:

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

(Generally, *all the above hazardous waste when involved in minor spill cleanup operations can be disposed in covered dumpsters and our waste bays, if the liquid is contained in absorbent material, e.g. sand, dirt, loose*

absorbent, pads, booms etc., and transformed or dried such that it will not drip. This is not intended for whole sale disposal of out dated or spent liquid hazardous waste. When disposal of out dated or spent liquid is needed or for questions of how to dispose of other waste, contact the landfill for instructions and locations.

4. 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.

5. 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 health department when necessary.

2. Disposal Procedure:

a) Dispose of waste 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

ENT 64388:2024 PG 25 of 38

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 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 county 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

ENT 64388:2024 PG 26 of 38

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 varying salt amounts relative to hazard potential.
c) Sweep excessive piles left by the spreader.
d) Watch forecast and adjust 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.**

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 immediately attention for wind events and many times daily maintenance or as needed for precipitation or non-stormwater events.

b) Project materials and waste can be contained or controlled by operational or structural best management practices.

- Operational; including but not limited to:
  - Strategic staging of materials eliminating exposure, such as not staging on pavement
  - Avoiding multiple day staging of backfill and spoil
  - Haul off spoil as generated or daily
- Structural; including but not limited to:
  - Inlet protection, e.g. wattles, filter fabric, drop inlet bags, boards, planks
  - Gutter dams, e.g. wattles, sandbags, dirt dams
  - Boundary containment, e.g. wattles, silt fence
  - Dust control, e.g. water hose,
  - Waste control, e.g. construction solid or liquid waste containment, dumpster, receptacles

c) Inspection often to insure the structural best management practices are in good operating condition and at least prior to the workday end. Promptly repair damaged best management practices achieving effective containment.

d) Cleanup:
   - Use dry cleanup methods, e.g. square nose shove and broom.
   - Wet methods are allowed if wastewater is prevented from entering the stormwater system, e.g. wet/dry vacuum, disposal to our landscaped areas.

e) Cleanup Standard:
   - When a broom and a square nosed shovel cannot pick any appreciable amount of material.

3. Waste Disposal:

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

4. Equipment:

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

5. Training:

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 emergencies
   1. Emergency HAZMAT, DWQ, SLVHD, City: Emergency constitutes large quantities of flowing uncontained liquid. Generally burst or tipped tanks.
   2. Emergency SLVHD, City: Emergency constitutes potential for waste to be carried by water.
   3. Contacts:
      HAZMAT - 911
      DWQ – 801-231-1769, 801-536-4123

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. 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.

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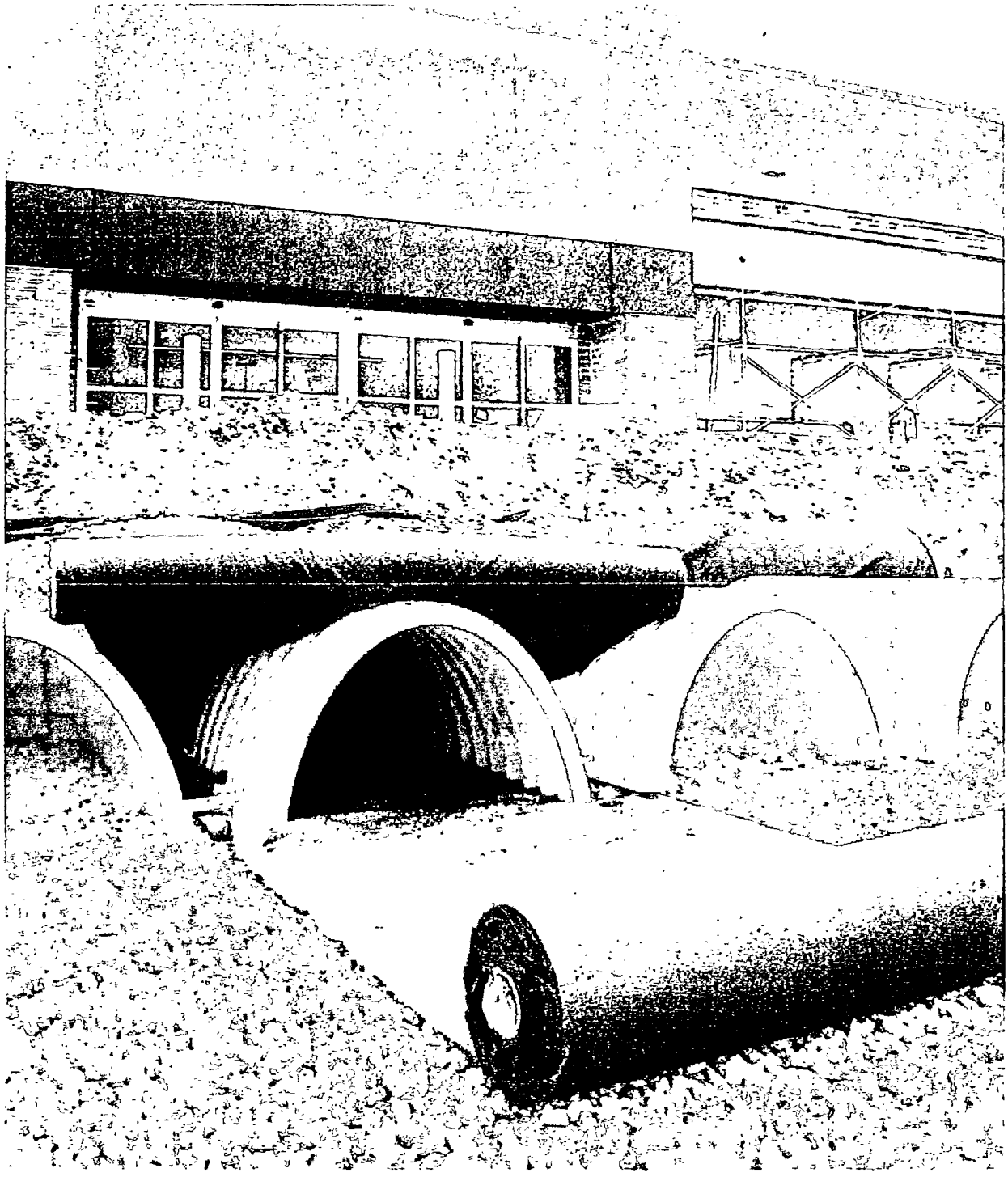
ENT 64388:2024 PG 31 of 38



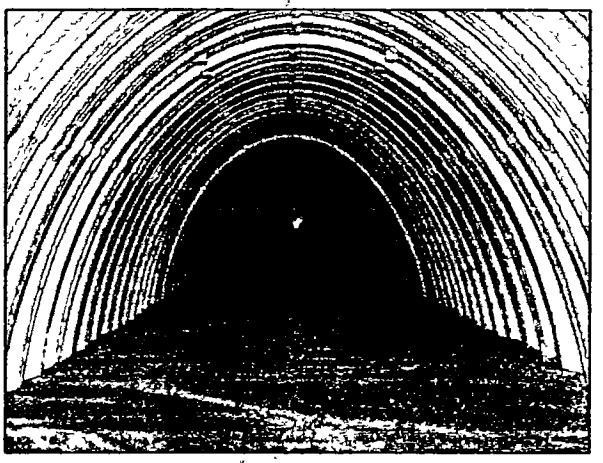
Isolator™ Row O&M Manual

StormTech® Chamber System for Stormwater Management

1.0 The Isolator™ Row

1.1 INTRODUCTION

An important component of any Stormwater Pollution Prevention Plan is inspection and maintenance. The StormTech Isolator Row is a patent pending technique to inexpensively enhance Total Suspended Solids (TSS) removal and provide easy access for inspection and maintenance.



Looking down the Isolator Row from the manhole opening, woven geotextile is shown between the chamber and stone base.

1.2 THE ISOLATOR™ ROW

The Isolator Row is a row of StormTech chambers, either SC-310, SC-740 or MC-3500 models, that is surrounded with filter fabric and connected to a closely located manhole for easy access. The fabric-wrapped chambers provide for settling and filtration of sediment as storm water rises in the Isolator Row and ultimately passes through the filter fabric. The open bottom chambers and perforated sidewalls allow storm water to flow both vertically and horizontally out of the chambers. Sediments are captured in the Isolator Row protecting the storage areas of the adjacent stone and chambers from sediment accumulation.

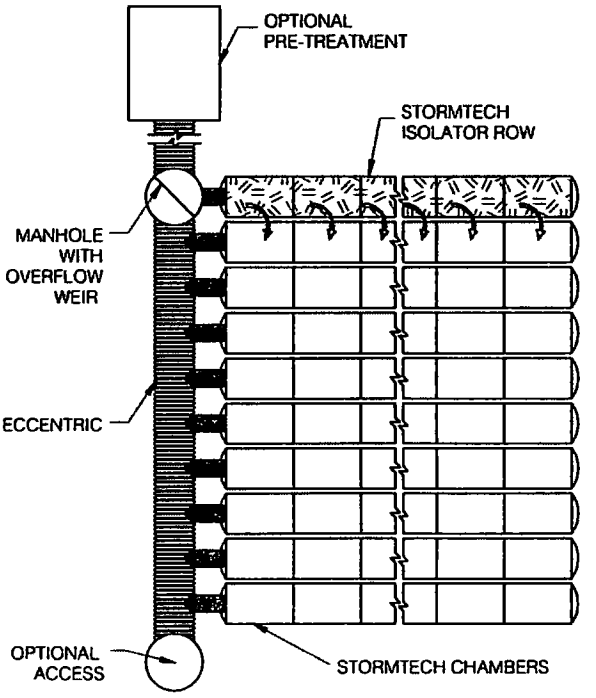
Two different fabrics are used for the Isolator Row. A woven geotextile fabric is placed between the stone and the Isolator Row chambers. The tough geotextile provides a media for storm water filtration and provides a durable surface for maintenance operations. It is also designed to prevent scour of the underlying stone and remain intact during high pressure jetting. A non-woven fabric is placed over the chambers to provide a filter media for flows passing through the perforations in the sidewall of the chamber.

The Isolator Row is typically designed to capture the "first flush" and offers the versatility to be sized on a volume basis or flow rate basis. An upstream manhole not only provides access to the Isolator Row but typically includes a high flow weir such that storm water flowrates or volumes that exceed the capacity of the Isolator Row overtop the over flow weir and discharge through a manifold to the other chambers.

The Isolator Row may also be part of a treatment train. By treating storm water prior to entry into the chamber system, the service life can be extended and pollutants such as hydrocarbons can be captured. Pre-treatment best management practices can be as simple as deep sump catch basins, oil-water separators or can be innovative storm water treatment devices. The design of the treatment train and selection of pretreatment devices by the design engineer is often driven by regulatory requirements. Whether pretreatment is used or not, the Isolator Row is recommended by StormTech as an effective means to minimize maintenance requirements and maintenance costs.

Note: See the StormTech Design Manual for detailed information on designing inlets for a StormTech system, including the Isolator Row.

StormTech Isolator Row with Overflow Spillway
(not to scale)



2.0 Isolator Row Inspection/Maintenance

StormTech

2.1 INSPECTION

The frequency of Inspection and Maintenance varies by location. A routine inspection schedule needs to be established for each individual location based upon site specific variables. The type of land use (i.e. industrial, commercial residential), anticipated pollutant load, percent imperviousness, climate, etc. all play a critical role in determining the actual frequency of inspection and maintenance practices.

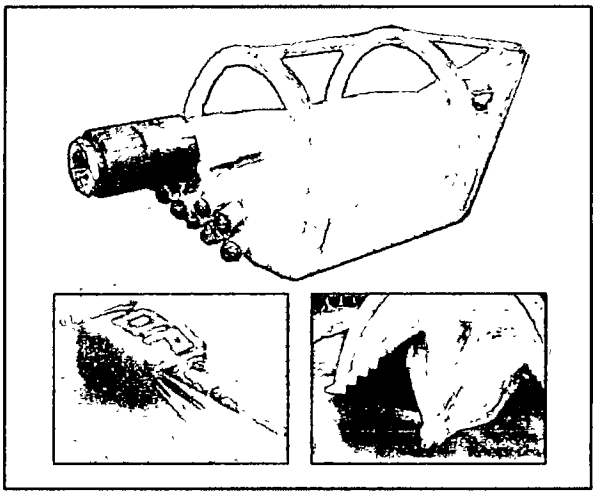
At a minimum, StormTech recommends annual inspections. Initially, the Isolator Row should be inspected every 6 months for the first year of operation. For subsequent years, the inspection should be adjusted based upon previous observation of sediment deposition.

The Isolator Row incorporates a combination of standard manhole(s) and strategically located inspection ports (as needed). The inspection ports allow for easy access to the system from the surface, eliminating the need to perform a confined space entry for inspection purposes.

If upon visual inspection it is found that sediment has accumulated, a stadia rod should be inserted to determine the depth of sediment. When the average depth of sediment exceeds 3 inches throughout the length of the Isolator Row, clean-out should be performed.

2.2 MAINTENANCE

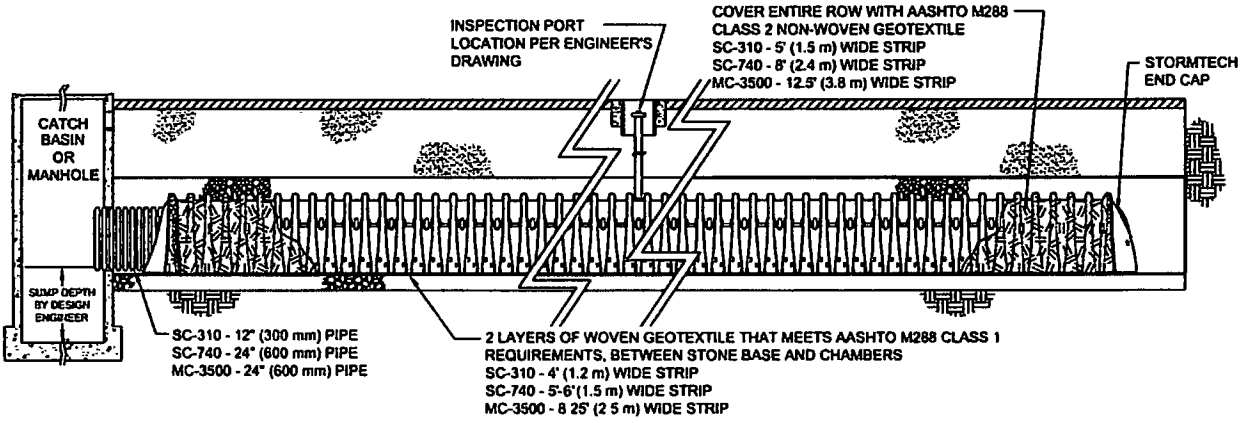
The Isolator Row was designed to reduce the cost of periodic maintenance. By "isolating" sediments to just one row, costs are dramatically reduced by eliminating the need to clean out each row of the entire storage bed. If inspection indicates the potential need for maintenance, access is provided via a manhole(s) located on the end(s) of the row for cleanout. If entry into the manhole is required, please follow local and OSHA rules for a confined space entries.



Examples of culvert cleaning nozzles appropriate for Isolator Row maintenance. (These are not StormTech products.)

Maintenance is accomplished with the JetVac process. The JetVac process utilizes a high pressure water nozzle to propel itself down the Isolator Row while scouring and suspending sediments. As the nozzle is retrieved, the captured pollutants are flushed back into the manhole for vacuuming. Most sewer and pipe maintenance companies have vacuum/JetVac combination vehicles. Selection of an appropriate JetVac nozzle will improve maintenance efficiency. Fixed nozzles designed for culverts or large diameter pipe cleaning are preferable. Rear facing jets with an effective spread of at least 45" are best. Most JetVac reels have 400 feet of hose allowing maintenance of an Isolator Row up to 50 chambers long. **The JetVac process shall only be performed on StormTech Isolator Rows that have AASHTO class 1 woven geotextile (as specified by StormTech) over their angular base stone.**

StormTech Isolator Row (not to scale)



3.0 Isolator Row Step By Step Maintenance Procedures

Step 1) Inspect Isolator Row for sediment

A) Inspection ports (if present)

i. Remove lid from floor box frame

ii. Remove cap from inspection riser

iii. Using a flashlight and stadia rod, measure depth of sediment and record results on maintenance log.

iv. If sediment is at, or above, 3 inch depth proceed to Step 2. If not proceed to step 3.

B) All Isolator Rows

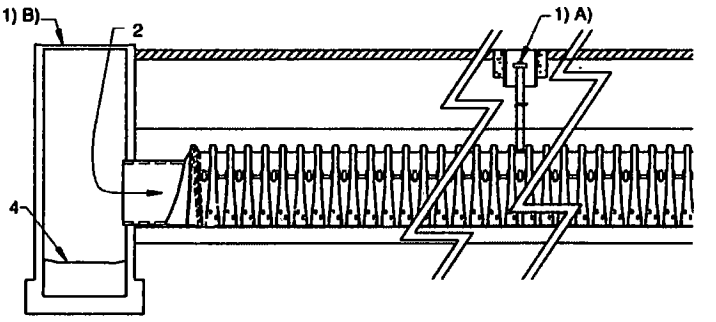
i. Remove cover from manhole at upstream end of Isolator Row

ii. Using a flashlight, inspect down Isolator Row through outlet pipe

1. Mirrors on poles or cameras may be used to avoid a confined space entry
2. Follow OSHA regulations for confined space entry if entering manhole

iii. If sediment is at or above the lower row of sidewall holes (approximately 3 inches) proceed to Step 2. If not proceed to Step 3.

StormTech Isolator Row (not to scale)



Step 2) Clean out Isolator Row using the JetVac process

A) A fixed culvert cleaning nozzle with rear facing nozzle spread of 45 inches or more is preferable

B) Apply multiple passes of JetVac until backflush water is clean

C) Vacuum manhole sump as required

Step 3) Replace all caps, lids and covers, record observations and actions

Step 4) Inspect & clean catch basins and manholes upstream of the StormTech system

Sample Maintenance Log

Date	Stadia Rod Readings		Sediment Depth (1) - (2)	Observations/Actions	Inspector
	Fixed point to chamber bottom (1)	Fixed point to top of sediment (2)			
3/15/01	6.3 ft.	none		New installation. Fixed point is CI frame at grade	djm
9/24/01		6.2	0.1 ft.	Some grit felt	sm
6/20/03		5.8	0.5 ft.	Mucky feel, debris visible in manhole and in Isolator row, maintenance due	rv
7/7/03	6.3 ft.		0	System jetted and vacuumed	djm

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APPENDIX C – PLAN RECORDKEEPING DOCUMENTS

[*Insert* PLAN *Recordkeeping forms following this page*]

ENT 64388:2024 PG 35 of 38

MAINTENANCE/INSPECTION SCHEDULE

Frequency	Site Infrastructure.
	Replace text with the infrastructure / system that must be maintained; repeat

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

RECORD INSPECTIONS IN THE MAINTENANCE LOG

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

MAINTENANCE LOG

ENT 64388:2024 PG 37 of 38

Date	Maintenance Performed/Spill Events. Perform Maintenance per SOPs	Observation Notes, including but not limited to; Inspection results, Observations, System Performance (effectiveness/inefficiencies), SOP Usefulness, Concerns, Necessary Changes…	Initials

Contact the Stormwater Division for an example of a maintenance/inspection log xxx-xxx-xxxx

Annual Summary of LTSWMP effectiveness, inefficiencies, problems, necessary changes etc.

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

ENT 64388:2024 PG 38 of 38

Annual SOP Training Log per Section 2

SOP	Trainer	Employee Name / Maintenance Contractor Co	Date

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