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**DECLARATION OF COVENANTS, EASEMENT AND AGREEMENT  
FOR MAINTENANCE OF STORMWATER FACILITIES**

This Declaration of Covenants, Easement and Agreement for Maintenance of Stormwater Facilities (the “Agreement”) is made by and between KT Real Estate Holdings LLC, a Delaware limited liability company, successor to Convenience Store Investments, a Wisconsin limited partnership, 1626 Oak Street, La Crosse, WI 54603 (“KTREH”), and the City of Northfield, a Minnesota municipal corporation, 801 Washington Street, Northfield, MN 55057 (the “City”); (collectively the “parties”).

RECITALS:

WHEREAS, KTREH is the owner of certain real property located in the City of Northfield, Rice County, Minnesota, legally described as follows:

See Exhibit A attached hereto and incorporated herein by reference (the “Property”); and

WHEREAS, the City Development Review Committee (“DRC”) approved a site plan for improvements for a development consisting of the addition of a car wash to a Kwik Trip convenience store and associated improvements including roadway/driveway, sanitary sewer, storm sewer, water, storm water management facilities, sidewalk and trails, grading and erosion control facilities and other private improvements (the “Project”) upon the Property; and

WHEREAS, all construction and site improvements for the Project must be in conformance with the approved site plan (the “Site Plan”), a copy of which is attached as Exhibit B and incorporated herein by reference, and in conformance with City Code; and

WHEREAS, KTREH plans to install, operate, repair and maintain a storm water facility consisting of an Up-Flo® Manhole Filter, and related appurtenances (the “Facilities”) on a portion of the Property for future use and benefit of the Project; and

WHEREAS, the Facilities on the Property were designed by Sunde Engineering in accordance with the requirements of City Code, Chapter 22, Environment, Article VI, Surface Water Management, Division 2, Stormwater Management; and

WHEREAS, KTREH shall install, operate, repair, and maintain the Facilities pursuant to City Code and in accordance with those approved plans and specifications, including but not limited to the following plans, attached hereto as Exhibits and incorporated herein by reference, hereinafter collectively referred to as the “Specifications”:]

- Exhibit B Site Dimension Plan (SP1)
- Exhibit C Grading Plan (SP2 – SP2.1)
- Exhibit D Storm Sewer Plan (SP3 – SP3.1)
- Exhibit E Site Plan Details (SP5 – SP6)
- Exhibit F Erosion Control Plan (SWP1 – SWP4)
- Exhibit G Landscape Plan (L1)
- Exhibit H Up-Flo® Filter O&M Manual
- Exhibit I Stormwater Management, Operation and Maintenance Plan/Checklist (The Plan is on file with the City of Northfield. The Plan outlines the schedule for inspections and the locations and items to be inspected. The Plan shall provide guidance as to when and where maintenance should be completed.)

WHEREAS, in order to provide stormwater management and control, to meet the City’s stormwater permitting requirements, and to promote the water quality and volume control to the City's stormwater system and water bodies, KTREH and the City agree that it is reasonable and appropriate for the City to require KTREH and any subsequent owners of the Property to inspect, operate, repair, maintain and replace, at KTREH or any subsequent owner’s cost and expense, the Facilities on a regular basis to ensure that the Facilities function as intended in compliance with the specifications, applicable law, stormwater permitting requirements, as applicable, and this Agreement; and

WHEREAS, pursuant to City Code, KTREH and the City desire to set forth, in this recordable instrument, their agreement to establish covenants and declarations upon the Property for the installation of and ongoing operation, repair, maintenance and replacement of the Facilities on the Property by KTREH and its successors and assigns at KTREH and its successors and’ assigns cost and expense.

NOW, THEREFORE, in consideration of the foregoing facts and circumstances, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Installation, Construction and Maintenance.
  - a. Construction and Installation Requirements. KTREH shall construct and install the Facilities in accordance with the Site Plan, the approved Specifications, and this Agreement, at KTREH’s sole cost and expense.

- b. Maintenance Obligation. KTREH shall operate, maintain, repair and replace, as applicable, the Facilities in accordance with the Site Plan, the approved Specifications, this Agreement, and applicable law and City Code, as amended, at KTREH's sole cost and expense.
- c. Snow and Leaf Removal and Prohibited Storage. KTREH shall sweep clean the private streets, driveways, parking area and walkways on the Property in April or May and October or November each year to remove from the Property all sand and salt deposited on the private streets, driveways, parking area and walkways. KTREH shall also remove all tree leaves from the Property after they fall to the ground in October or November each year.
- d. Personal Property or Debris Storage Prohibited. KTREH shall not deposit or store any personal property or debris, litter, or other objects within the Facilities or in any manner that will otherwise interfere with the proper operation and maintenance of the Facilities, and KTREH shall use reasonable efforts to keep the Facilities free of any debris, leaves, litter, or other objects.
- e. Maintenance of Vegetation. As applicable, KTREH shall maintain and, when necessary, replace approved plants and vegetation set forth in the Specifications. Notwithstanding normal plant maintenance, such as pruning, dividing or thinning vegetation, KTREH shall seek approval from the City before materially altering the plants used as part of or in relation to the Facilities. KTREH shall not use any chemicals within the Facilities unless first approved by the City and only when necessary for the protection of the Facilities or vegetation associated therewith. KTREH shall repair any erosion within or surrounding the Facilities. KTREH shall conduct monthly inspections of the Facilities during the growing season, at KTREH's sole cost and expense, to ensure the Facilities and associated vegetation are maintained in material compliance with the Specifications, this Agreement, and applicable law and City Code, as amended. If necessary, KTREH shall repair the Facilities if not in conformance with the standards set forth herein. Repairing landscape and vegetation to maintain a healthy plant community associated with the Facilities may include replacement of dead or diseased plants, vegetation or mulch and removal of noxious weeds, litter or other debris.
- f. Maintenance Costs. KTREH shall incur and pay all costs associated with operating, maintaining, repairing and replacing the Facilities on the Property pursuant to the terms and conditions of this Agreement and applicable law and City Code, as amended.
- g. Record Drawing Submittal. KTREH shall submit a record drawing to the City of the installed Stormwater Management Facilities. KTREH shall include all information referenced in the Record Plan Requirement document.

2. Inspections.

- a. Annual Inspections. The Facilities shall be inspected annually by a Qualified Person selected by KTREH to determine whether or not the same are functioning in accordance with the Specifications, this Agreement, and applicable law and City Code, as amended. As used in this Agreement, the term “Qualified Person” shall mean a professional engineer licensed by the State of Minnesota, or a person approved by the City Engineer based on training and experience. KTREH responsibilities under this Section shall be at KTREH’s sole cost and expense. If, as a result of the inspection, the Facilities or any portion thereof are determined not to be functioning in accordance with the Specifications, this Agreement, or applicable law and the City Code, as amended, KTREH shall restore/repair/replace, as necessary, the Facilities, or portions thereof, as necessary or required by the City, to function as specified herein. Upon request from KTREH, the City Engineer may establish an inspection schedule permitting such inspections to be performed less frequently than annually, but the City Engineer may reinstate the annual inspection schedule at any time by notice to KTREH in the City Engineer’s sole judgment and discretion.
- b. City Notification of Inspection. The City shall be notified at least 48 hours prior to the annual inspections or any repair, maintenance or replacement of the Facilities and, at the sole cost of the City, a representative of the City may observe any inspection, repair, maintenance or replacement. The same shall be subject to any permitting that is applicable to the same.
- c. City Right of Entry and Independent Inspection. Pursuant to City Code, Section 22-306, which is incorporated herein by reference as amended, the City shall have right of entry onto the Property to inspect the Facilities at any reasonable time and in a reasonable manner, provided that the City shall use reasonable efforts to provide prior written notice to KTREH of its intent to enter the Property to inspect in order to allow a representative of KTREH to be present and observe any inspection. The City shall have the right to enter the Property upon reasonable notice to KTREH (except in the event of an emergency) when the City has a reasonable basis to believe that a violation of the Specifications, this Agreement, or applicable law and City Code, as amended, is occurring or has occurred and to enter upon the Property when necessary, in the City Engineer’s sole judgment and discretion, for abatement of a public nuisance or correction and enforcement of a violation of City Code or this Agreement. The City shall not be subject to or liable for any claims of trespass by KTREH in exercising its rights under this Agreement.
- d. Inspection and Maintenance Report. KTREH shall submit a report to the City, no later than two (2) weeks after any annual inspection or maintenance of the Facilities, providing the following information:
  - i. Date and time of inspection;
  - ii. Log of findings;
  - iii. Date and time of maintenance; and

iv. Log of maintenance performed.

3. Remediation and Waiver of Rights.

- a. Remediation Plan. If the City Engineer determines that the Facilities do not conform to the Site Plan, the approved Specifications, this Agreement, or applicable law and City Code, as amended, the City Engineer shall notify KTREH of the deficiency in writing. KTREH shall submit a proposed remediation plan and schedule to the City Engineer within thirty (30) days after receipt of such written notice from the City. City and KTREH shall use good faith efforts to agree on remediation plans. If the proposed remediation plan and schedule are not acceptable to the City Engineer, the City Engineer shall provide written notice to KTREH of the deficiency, and KTREH shall submit a revised plan to the City Engineer within fourteen (14) days after receipt of such written notice. If the City Engineer approves the proposed remediation plan and schedule, KTREH shall perform the remediation in compliance therewith at KTREH's sole cost and expense, subject to any applicable permitting requirements.
- b. Failure to Repair. If KTREH fails to submit a proposed remediation plan and schedule to the City Engineer as prescribed above, or fails to implement a City Engineer approved remediation plan to bring the Facilities into compliance with the Specifications, this Agreement, or applicable law and City Code, as amended, then the same shall constitute an event of default, and at the sole cost and expense of KTREH, the City shall have the right, but no obligation, to prepare a remediation plan for the Facilities, enter upon the Property and complete all work necessary to correct the Facilities so as to bring the Facilities into compliance.
- c. Reimbursement to the City. KTREH shall reimburse the City within thirty (30) days after receipt of an invoice from the City for any and all reasonable costs incurred by the City in connection with preparing a remediation plan for the Facilities and all work completed by the City to bring the Facilities back into compliance or cure an event of default of any of the terms and conditions of this Agreement.
- d. Waiver of Rights and Certification. If KTREH does not timely reimburse the City as required above, the City may recover its costs by levying a special assessment against the Property certifying the same to the Rice County Auditor for collection in the same manner as property taxes upon the Property. KTREH, on behalf of itself and its successors and assigns, hereby acknowledges the benefit of such inspection/maintenance/repair/replacement of the Facilities to the Property by the City and hereby expressly waives any rights to hearings, notice of hearings, objections or appeal relating to the levying of any City assessments, the right to contest the City levied assessments under Minnesota Statutes § 429.081 or the certification of such levied assessments to the Rice County Auditor for collection with property taxes upon the Property.

- e. Right of Entry. The City shall have the right to enter the Property to implement the terms of this Paragraph 3 and enforce City Code, including but not limited to Chapter 22, and applicable law. The City shall not be subject to or liable for any claims of trespass by KTREH. City Code, Section 22-308 is incorporated herein by reference, as amended.
4. Standards for Performance. Any act of construction, installation, operation, maintenance, repair or replacement to be performed under this Agreement shall be performed in a good and workmanlike manner pursuant to sound engineering practices and in compliance with all applicable governmental requirements, City Code, the Site Plan, the approved Specifications, and applicable law and rules.
5. Grant of Easement. For valuable consideration, KTREH conveys to the City an easement for inspection, maintenance and repair of the Facilities for purposes over, under, and across the Property (the "Easement"). The Easement hereby conveyed includes the right of the City, its contractors, employees, agents and assigns to:
  - a. reasonable right of ingress and egress to inspect the Facilities in accordance with the Agreement;
  - b. reasonable right of ingress and egress to perform KTREH's remediation obligations upon default by KTREH in accordance with this Agreement;
  - c. locate, construct, reconstruct, replace, operate, maintain, inspect, alter and repair the Facilities in accordance with this Agreement in the event KTREH fails to timely perform such obligations to the City Engineer's satisfaction following notice thereof from the City to KTREH; and
  - d. cut, trim, or remove trees, shrubs, or other vegetation that, in the City's judgment, unreasonably interfere with the Facilities in the event KTREH fails to timely perform such obligations to the City Engineer's satisfaction following notice thereof from the City to KTREH.
6. Amendment, Release or Termination. Notwithstanding anything herein to the contrary, no amendment, release or termination of any of the provisions of this Agreement shall be effective or may be filed of record unless both parties consent in writing to the amendment, release or termination. Such consent must be evidenced by a resolution duly approved by the City Council, or successor body. KTREH, on behalf of itself and its successors and assigns, expressly acknowledges and agrees that the City has no obligation whatsoever to approve or act upon any proposed amendment, release or termination, and may withhold or delay consent for any reason or no reason whatsoever, or may condition consent upon such terms and conditions as the City deems desirable, it being the City's absolute right and prerogative to insist that the terms of this Agreement remain in effect and unaltered and to permit amendment, release or termination only at such times and under such circumstances, if any, as the City deems necessary or desirable in the exercise of the City's judgment and discretion. KTREH, on behalf of itself and its successors and assigns,

further agrees and covenants, consistent with this acknowledgment, not to institute any legal proceedings against the City on the grounds that the City failed to respond appropriately to a proposed amendment, release or termination, and to indemnify the City against any expense, including litigation costs and attorneys fees, which the City incurs as a result of any violation by that party of this covenant. The City may, at any time, give up the right to approval granted hereunder, said action to be evidenced by City Council resolution. Notwithstanding anything herein to the contrary, the Property shall not be deemed dedicated to the public or otherwise public land. The City shall have no obligation and no right, other than as provided in this Agreement or under the ordinances, statutes and other laws, as applicable, under which the City operates, to maintain or administer the Property.

7. Duration. This Agreement shall constitute a covenant running with the land and shall be binding upon and inure to the benefit of the parties, and any and all of their successors and assigns.
8. Authority. KTREH covenants with the City that they are the fee owners of the Property as described above and have good right to create the covenants contained herein.
9. Attorney's Fees. If any action at law or in equity shall be brought by the City on account of any breach or default of this Agreement by the Owner, the City shall be entitled to recover from the Owner reasonable attorney's fees, the amount of which shall be fixed by the Court and shall be made a part of any judgment or decree rendered.
10. General Terms.
  - a. RECITALS. The recitals to this Agreement are made a part hereof and incorporated herein by reference.
  - b. VOLUNTARY AND KNOWING ACTION. The parties, by executing this Agreement, state that they have carefully read this Agreement and understand fully the contents thereof; that in executing this Agreement they voluntarily accept all terms described in this Agreement without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.
  - c. AUTHORIZED SIGNATORIES. The parties each represent and warrant to the other that (1) the persons signing this Agreement are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Agreement against it; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.
  - d. NOTICES. All communications, demands, notices, or objections permitted or required to be given or served under this Agreement shall be in writing and shall be deemed to have been duly given or served if delivered in person to the other party or its authorized agent or if deposited in the United States mail, postage prepaid, for mailing by certified or registered mail, and addressed to the other party to this

Agreement, to the address set forth in this Agreement, or if to a party not a party to this Agreement, to the address designated by a party to this Agreement in the foregoing manner. Any party may change its address by giving notice in writing, stating its new address, to any other party as provided in the foregoing manner. Commencing on the 10th day after the giving of such notice, such newly designated address shall be such address for the purpose of all communications, demands, notices, or objections permitted or required to be given or served under this Agreement.

- e. **NO PARTNERSHIP, JOINT VENTURE, OR FIDUCIARY RELATIONSHIP CREATED HEREBY.** Nothing contained in this Agreement shall be interpreted as creating a partnership, joint venture, or relationship of principal and agent between the City and KTREH.
- f. **CUMULATIVE RIGHTS.** Except as otherwise expressly stated herein, no right or remedy herein conferred on or reserved to either party is intended to be exclusive of any other right or remedy hereby provided by law, but each shall be cumulative in, and in addition to, every other right or remedy given herein or hereafter existing at law, in equity, or by statute.
- g. **COMPLIANCE WITH LAWS.** The parties shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Agreement or to the Facilities, improvements, personal property, programs and staff for which each party is responsible.
- h. **GOVERNING LAW.** This Agreement shall be deemed to have been made and accepted in Rice County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of the Agreement without regard to its choice of law or conflict of laws principles. Northfield City Code, Chapter 22, Environment, Article VI, Surface Water Management, Division 2, Stormwater Management, is incorporated herein by reference, as amended.
- i. **DATA PRACTICES.** The parties acknowledge that this Agreement is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 et seq.
- j. **NO WAIVER.** Any party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that party's right to assert or rely upon the terms and conditions of this Agreement. Any express waiver of a term of this Agreement shall not be binding and effective unless made in writing and properly executed by the waiving party.



- k. SEVERABILITY. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.
- l. HEADINGS AND CAPTIONS. Headings and captions contained in this Agreement are for convenience only and are not intended to alter any of the provisions of this Agreement and shall not be used for the interpretation of the validity of the Agreement or any provision hereof.
- m. SURVIVABILITY. All covenants, indemnities, guarantees, releases, representations and warranties by any party or parties, and any undischarged obligations of City and KTREH arising prior to the expiration of this Agreement (whether by completion or earlier termination), shall survive such expiration.
- n. RECORDING. This Agreement shall bind the heirs, executors, administrators, assigns and successors of the parties. This Agreement shall be recorded by the City at the expense of KTREH within 30 days of full execution hereof.

*[Remainder of page left intentionally blank.]*



**CITY OF NORTHFIELD**

By: \_\_\_\_\_  
Erica Zweifel, Its Mayor

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Lynette Peterson, Its City Clerk

Date: \_\_\_\_\_

COUNTY OF RICE            )  
  ) ss.  
STATE OF MINNESOTA    )

The foregoing instrument was acknowledged before me, a notary public in and for the above named County and State, on \_\_\_\_\_, 20\_\_\_\_, by Erica Zweifel and Lynette Peterson, respectively the Mayor and City Clerk, on behalf of the City of Northfield, a municipal corporation under the laws of the State of Minnesota.

\_\_\_\_\_  
Notary Public

**THIS INSTRUMENT WAS DRAFTED BY:**

City of Northfield – Engineering Division  
801 Washington Street  
Northfield, MN 55057  
507-645-3020

**EXHIBIT A**

**Legal Description of Property**

Lot 1, Block 1, Northfield Kwik Trip Addition, City of Northfield, Rice County, Minnesota.

**EXHIBIT B**

**Site Dimension Plan (SP1)**



**EXHIBIT C**

**Grading Plan (SP2 – SP2.1)**





**Kwik  
TRIP**

**Kwik  
STAR**

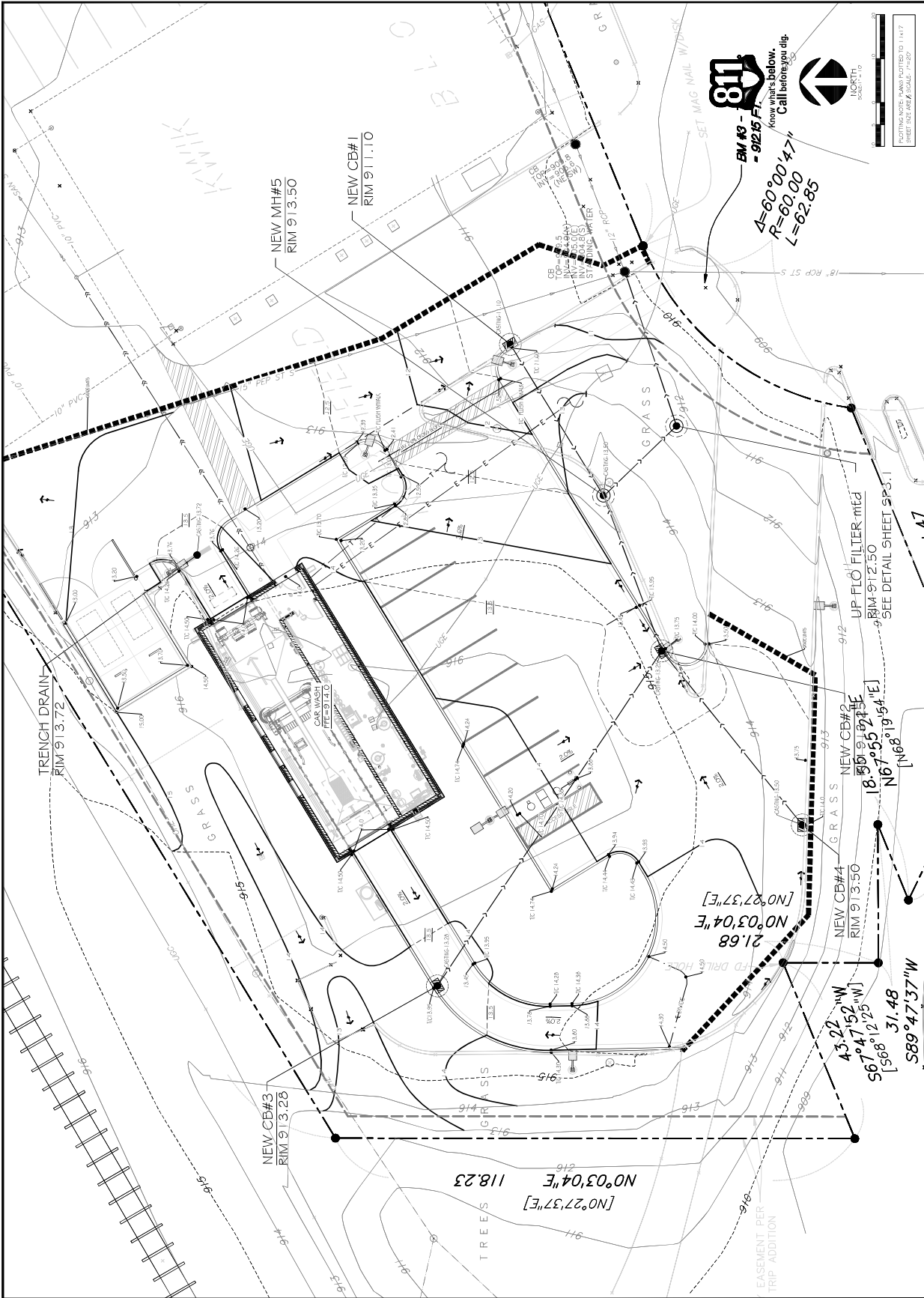
KWIK TRIP, Inc.  
P.O. BOX 2107  
LACROSSE, WI 54602-2107  
TEL (608) 781-3888  
FAX (608) 781-3886

**INSITES**  
INSITE SERVICES, INC.  
1100 W. WISCONSIN AVENUE, SUITE 200  
P.O. BOX 10000  
MILWAUKEE, WI 53211-0000  
TEL (414) 774-3444  
FAX (414) 774-3444

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**GRADE PLAN**  
CONVENIENCE STORE 385  
NORTHFIELD, MINNESOTA

DATE	SEPT/EMER, U.S. 2008
PROJECT NO.	23-385
DRAWING	GRADE PLAN
SHEET	SP2.1



BM #3 - 912.15 FT.  
Know what's below.  
Call before you dig.



NOTING: THIS PLAN IS PLOTTED TO 1/8" = 1'-0"  
THREE SHEET AREA SCALE: 1/8" = 20'

[N0°27'37"E]  
N0°03'04"E  
118.23

21.68  
[N0°27'37"E]

NEW CB#4  
RIM 913.50

43.22' NW  
567°47'52" W  
31.48  
[S68°12'25" E]  
S89°47'37" W

$\Delta = 60^{\circ}00'47"$   
 $R = 60.00$   
 $L = 62.85$

UP FLO FILTER INTD  
RIM-912.50  
SEE DETAIL SHEET SP3.1

TRENCH DRAIN  
RIM 913.72

NEW MH#5  
RIM 913.50

NEW CB#1  
RIM 911.10

NEW CB#3  
RIM 913.28

NEW CB#2  
RIM 913.50

NEW CB#4  
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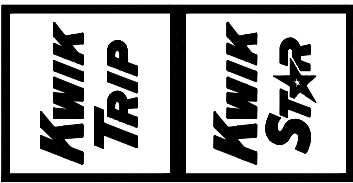
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**EXHIBIT D**

**Storm Sewer Plan (SP3 – SP3.1)**



**KWIK TRIP, Inc.**  
 P.O. BOX 2107  
 LACROSSE, WI 54602-2107  
 PH. (608) 781-8988  
 FAX (608) 781-8960

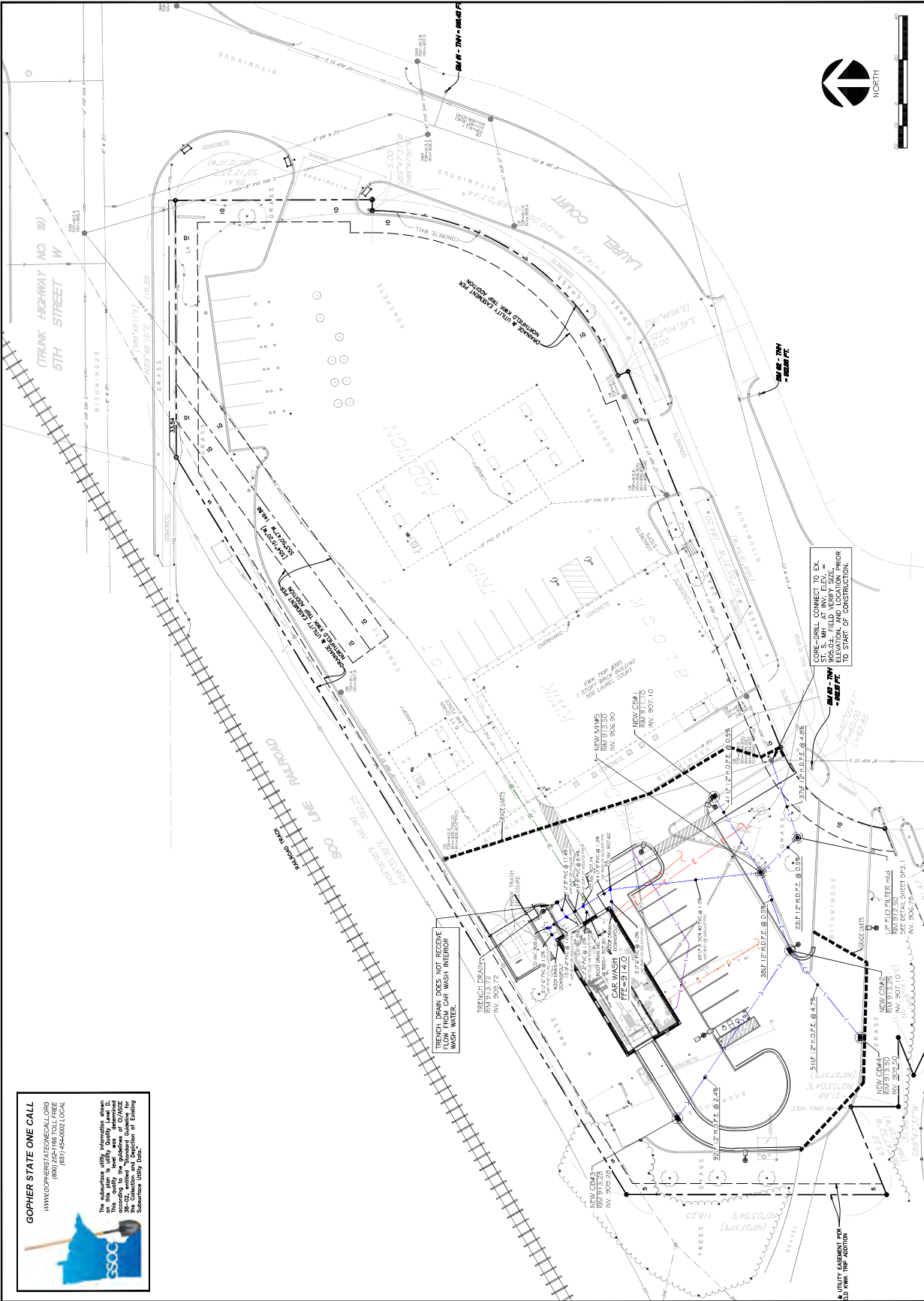


**Sumitomo**  
 LUBRICANTS  
 THE QUALITY OF THE OIL YOU USE CAN AFFECT THE PERFORMANCE OF YOUR EQUIPMENT. THAT'S WHY WE RECOMMEND THE QUALITY OF THE OIL YOU USE. SUMITOMO LUBRICANTS ARE THE BEST. SUMITOMO LUBRICANTS ARE THE BEST. SUMITOMO LUBRICANTS ARE THE BEST.

**STORM SEWER PLAN**  
**CONVENIENCE STORE 385**  
 NORTHFIELD, MINNESOTA

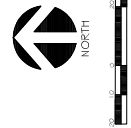
NO.	DATE	DESCRIPTION
1	10/20/10	ISSUED FOR PERMIT
2	03/22/11	REVISED PER COMMENTS
3	04/22/11	REVISED PER COMMENTS
4	05/22/11	REVISED PER COMMENTS
5	06/22/11	REVISED PER COMMENTS
6	07/22/11	REVISED PER COMMENTS
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59	12/22/15	REVISED PER COMMENTS
60	01/22/16	REVISED PER COMMENTS
61	02/22/16	REVISED PER COMMENTS
62	03/22/16	REVISED PER COMMENTS
63	04/22/16	REVISED PER COMMENTS
64	05/22/16	REVISED PER COMMENTS
65	06/22/16	REVISED PER COMMENTS
66	07/22/16	REVISED PER COMMENTS
67	08/22/16	REVISED PER COMMENTS
68	09/22/16	REVISED PER COMMENTS
69	10/22/16	REVISED PER COMMENTS
70	11/22/16	REVISED PER COMMENTS
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72	01/22/17	REVISED PER COMMENTS
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74	03/22/17	REVISED PER COMMENTS
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77	06/22/17	REVISED PER COMMENTS
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80	09/22/17	REVISED PER COMMENTS
81	10/22/17	REVISED PER COMMENTS
82	11/22/17	REVISED PER COMMENTS
83	12/22/17	REVISED PER COMMENTS
84	01/22/18	REVISED PER COMMENTS
85	02/22/18	REVISED PER COMMENTS
86	03/22/18	REVISED PER COMMENTS
87	04/22/18	REVISED PER COMMENTS
88	05/22/18	REVISED PER COMMENTS
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94	11/22/18	REVISED PER COMMENTS
95	12/22/18	REVISED PER COMMENTS
96	01/22/19	REVISED PER COMMENTS
97	02/22/19	REVISED PER COMMENTS
98	03/22/19	REVISED PER COMMENTS
99	04/22/19	REVISED PER COMMENTS
100	05/22/19	REVISED PER COMMENTS

PROJECT: SP3  
 SHEET: 23-548  
 DATE: SEPTEMBER 15, 2025  
 DRAWN BY: [Name]  
 SCALE: [Scale]  
 DESIGN: [Name]  
 CHECKED: [Name]  
 APPROVED: [Name]



**GOPHER STATE ONE CALL**  
 WWW.GOPHERSTATEONECALL.ORG  
 (800) 857-4545 LOCAL

The subsurface utility information shown on this plan is a utility quality level 1. It is intended to be used in accordance with the guidelines of DVA/DCI and the Department of Transportation and Department of Public Safety Utility Code.





**EXHIBIT E**

**Site Plan Details (SP5 – SP6)**

# KWIK TRIP

# KWIK STAR

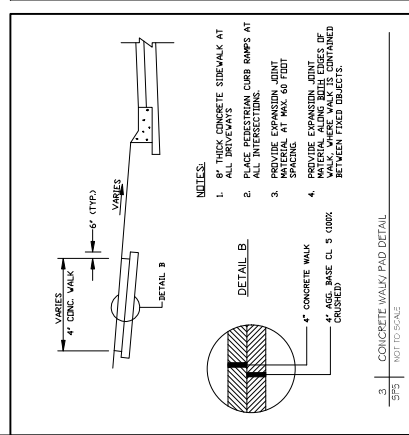
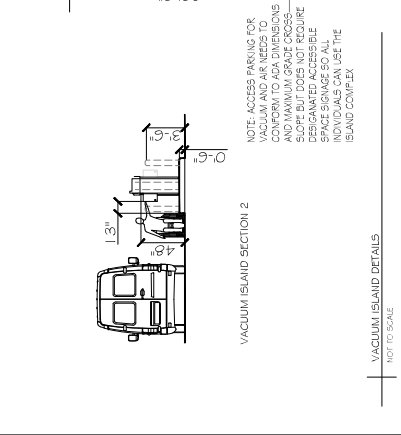
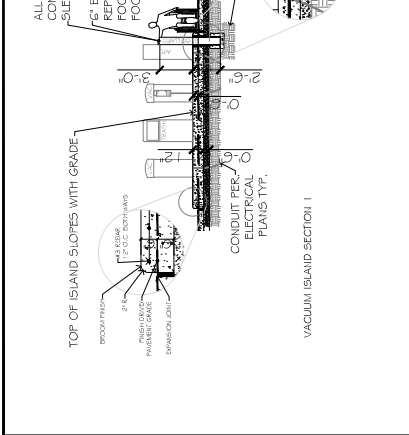
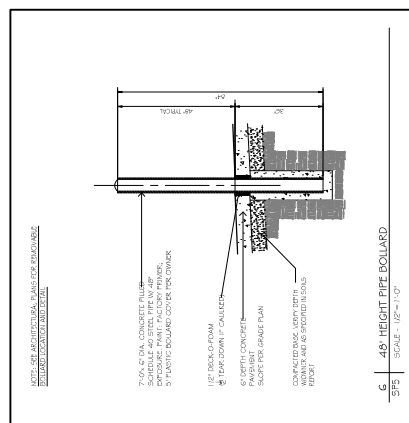
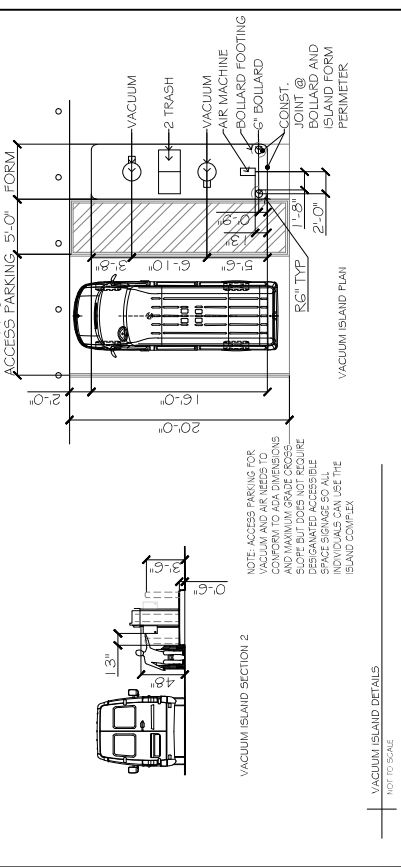
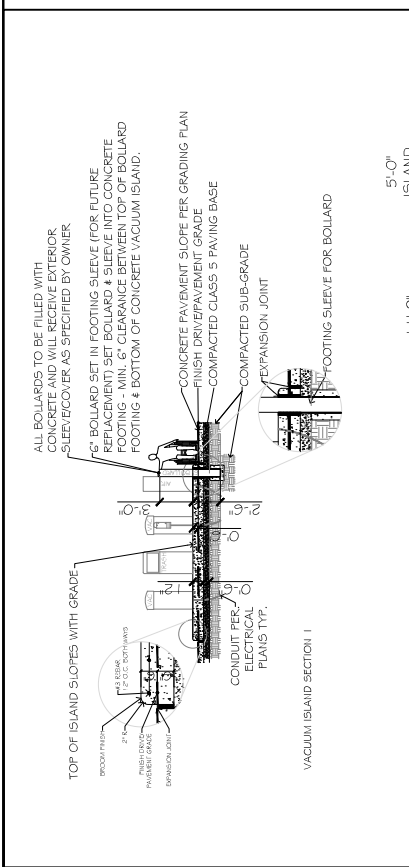
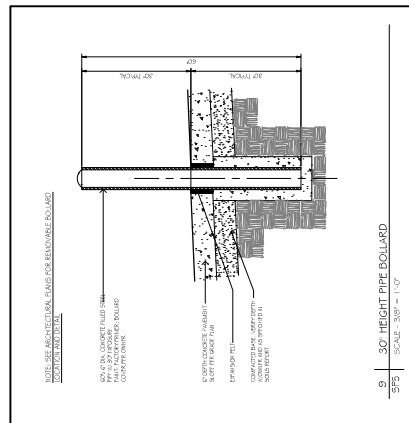
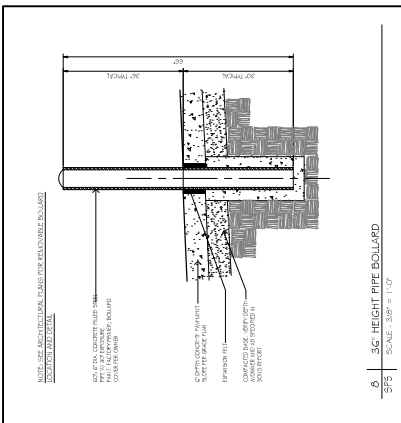
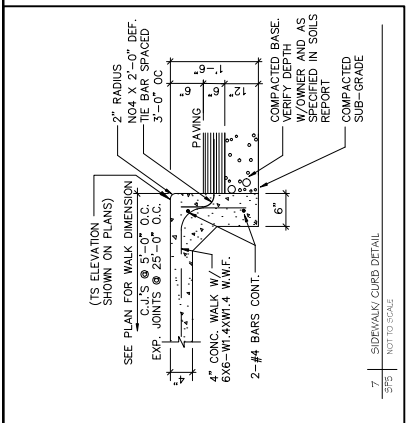
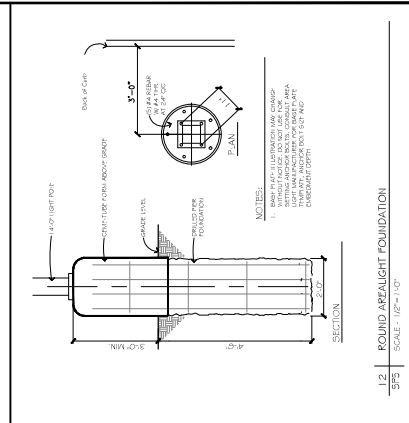
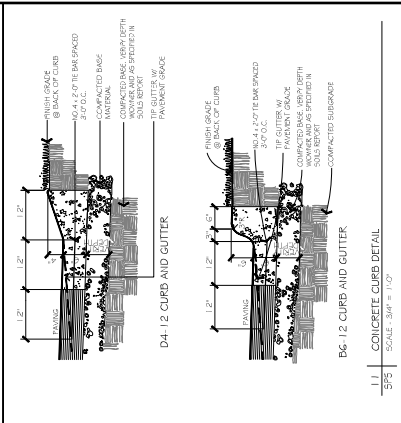
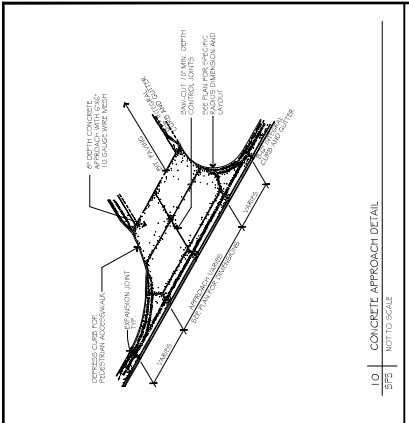
**KWIK TRIP, Inc.**  
 P.O. BOX 2107  
 1626 OAK STREET  
 LACROSSE, WI 54602-2107  
 (608) 785-1888  
 FAX (608) 781-8860

**INSITES**  
 3100 UNIVERSITY AVENUE  
 FISHKILL, NY 12531  
 (845) 856-1111  
 FAX (845) 856-1112

Insites, Inc. is a leading manufacturer of...  
 report use prepared by me or under my direct...  
 landscape architecture at the base of the...  
 2000 UNIVERSITY AVENUE  
 FISHKILL, NY 12531

**SITE PLAN DETAILS**  
**CONVENIENCE STORE 385**  
 NORTHFIELD, MINNESOTA

DATE	10/20/11	DESIGNER	SP5
SCALE	AS SHOWN	CHECKED	SP5
PROJECT	CONVENIENCE STORE 385	DATE	SEPTEMBER 15, 2011
CLIENT	CONVENIENCE STORE 385	SHEET	SP5



**NOTES:**

1. 8" THICK CONCRETE SIDEWALK AT ALL DRIVEWAYS.
2. PLACE PEDESTRIAN CURB RAMP AT ALL INTERSECTIONS.
3. PROVIDE EXPANSION JOINT SPACING AT PAC. OF TYP. PROVIDE EXPANSION JOINT MATERIALS AND BOLLARD BETWEEN FIED OBJECTS.
4. CONCRETE WALK 4" AGG. BASE CL. 3 CORRS. (CAUSED)



**EXHIBIT F**

**Erosion Control Plan (SWP1 – SWP4)**











**EXHIBIT G**

**Landscape Plan (L1)**



**KWIK TRIP, Inc.**  
 1630 BOX STREET  
 LACROSSE, WI 54602-2107  
 PH. (608) 781-8988  
 FAX (608) 781-8960



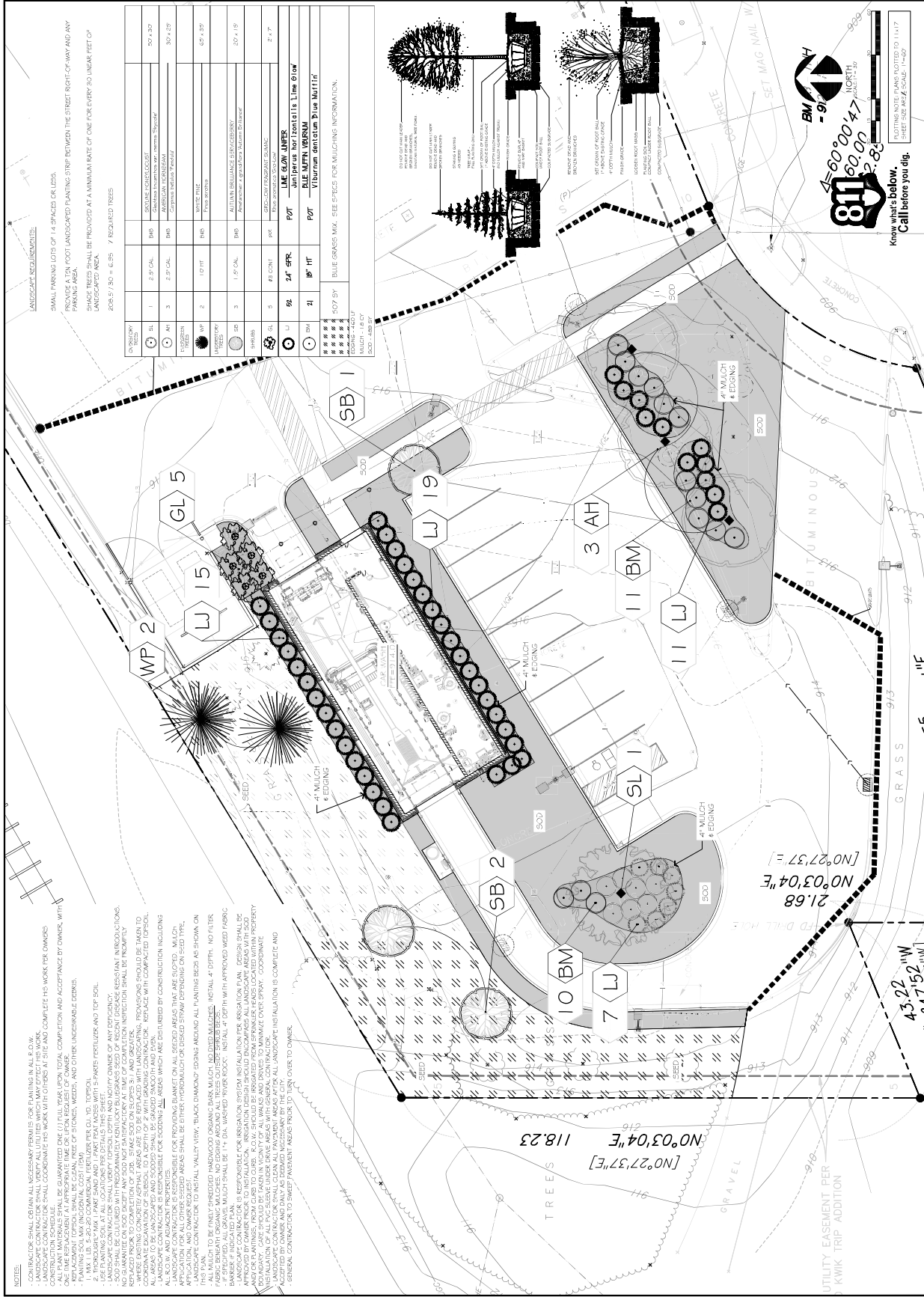
I hereby certify that this plan, specification, or schedule of values was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer in the State of Wisconsin.  
 License No. 100000000  
 State of Wisconsin  
 EXPIRES: 09/30/2022  
 Signature: [Signature]

**LANDSCAPE PLAN**

CONVENIENCE STORE 385

NORTHFIELD, MINNESOTA

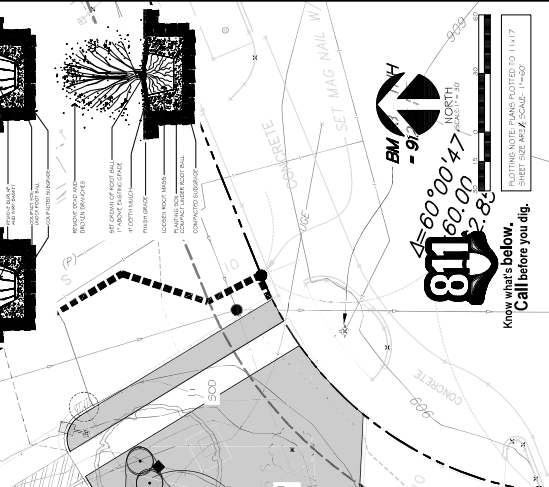
DATE	09/28/2019
SCALE	AS SHOWN
DRAWN BY	INSITES
CHECKED BY	INSITES
PROJECT NO.	19-000000
DATE	SEPTEMBER 15, 2019
SHEET	1



**LANDSCAPE SPECIFICATIONS:**  
 SMALL PARKING LOTS OF 14 SPACES OR LESS.  
 PROVIDE A 10 FOOT LANDSCAPED PLANTING STRIP BETWEEN THE STREET RIGHT-OF-WAY AND ANY PARKING AREA.  
 SHADE TREES SHALL BE PROVIDED AT A MINIMUM RATE OF ONE FOR EVERY 30 LINEAR FEET OF LANDSCAPED AREA.  
 2025.1/30 = 6.75' 7' REQUIRED TREES

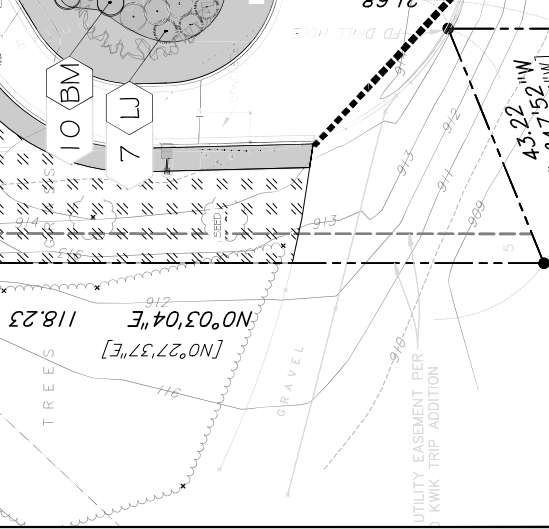
PLANTING	SPACING	PLANT	PLANT	PLANT	PLANT
1	2.5' OAL	860	SHADE TREE	50' x 30'	
2	2.5' OAL	860	SHADE TREE	50' x 30'	
3	2.5' OAL	860	SHADE TREE	50' x 30'	
4	2.5' OAL	860	SHADE TREE	50' x 30'	
5	2.5' OAL	860	SHADE TREE	50' x 30'	
6	2.5' OAL	860	SHADE TREE	50' x 30'	
7	2.5' OAL	860	SHADE TREE	50' x 30'	
8	2.5' OAL	860	SHADE TREE	50' x 30'	
9	2.5' OAL	860	SHADE TREE	50' x 30'	
10	2.5' OAL	860	SHADE TREE	50' x 30'	
11	2.5' OAL	860	SHADE TREE	50' x 30'	
12	2.5' OAL	860	SHADE TREE	50' x 30'	
13	2.5' OAL	860	SHADE TREE	50' x 30'	
14	2.5' OAL	860	SHADE TREE	50' x 30'	
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29	2.5' OAL	860	SHADE TREE	50' x 30'	
30	2.5' OAL	860	SHADE TREE	50' x 30'	

**LEGEND:**  
 1. MULCH - 18" DEEP  
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 30. MULCH - 18" DEEP



**NOTES:**  
 1. CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FOR PLANTING IN ALL E.O.W.  
 2. LANDSCAPE CONTRACTOR SHALL VERIFY ALL UTILITIES WHICH MAY AFFECT THIS WORK  
 3. LANDSCAPE CONTRACTOR SHALL VERIFY THE LOCATION, DEPTH AND COMPLETE THIS WORK  
 4. LANDSCAPE CONTRACTOR SHALL VERIFY THE LOCATION, DEPTH AND COMPLETE THIS WORK  
 5. LANDSCAPE CONTRACTOR SHALL VERIFY THE LOCATION, DEPTH AND COMPLETE THIS WORK  
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 29. LANDSCAPE CONTRACTOR SHALL VERIFY THE LOCATION, DEPTH AND COMPLETE THIS WORK  
 30. LANDSCAPE CONTRACTOR SHALL VERIFY THE LOCATION, DEPTH AND COMPLETE THIS WORK

**PLANTING SPECIFICATIONS:**  
 1. MULCH - 18" DEEP  
 2. MULCH - 18" DEEP  
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 4. MULCH - 18" DEEP  
 5. MULCH - 18" DEEP  
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 29. MULCH - 18" DEEP  
 30. MULCH - 18" DEEP



**LANDSCAPE PLAN**

CONVENIENCE STORE 385

NORTHFIELD, MINNESOTA

**LANDSCAPE PLAN**

CONVENIENCE STORE 385

NORTHFIELD, MINNESOTA

UTILITY EASEMENT PER  
 KWIK TRIP ADDITION

Know what's below.  
 Call before you dig.

21.68  
 N0°03'04"E  
 [N0°27'37"E]  
 118.23  
 [N0°27'37"E]  
 43.22' NW  
 91.15' SW

**EXHIBIT H**

**Up-Flo® Filter O&M Manual**



## Operation and Maintenance Manual

### Up-Flo® Filter

### Filtration System for Stormwater Treatment

### Stormwater Solutions

94 Hutchins Drive  
Portland, ME 04102

Tel: (207) 756-6200  
Fax: (207) 756-6212  
[stormwaterinquiry@hydro-int.com](mailto:stormwaterinquiry@hydro-int.com)

[www.hydro-int.com](http://www.hydro-int.com)



## Overview & Product Description

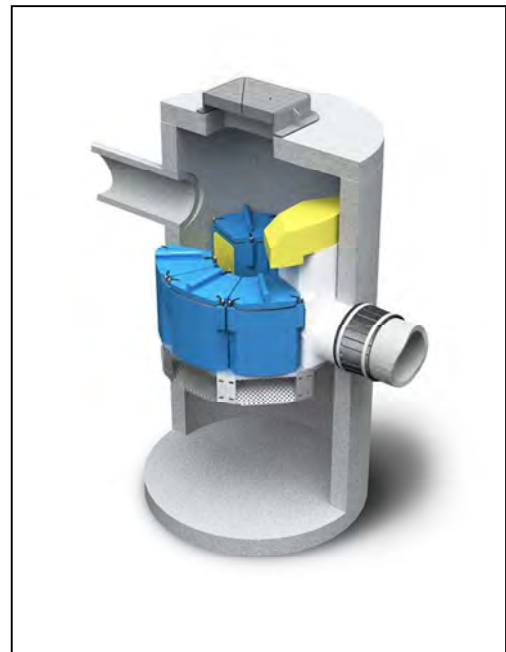
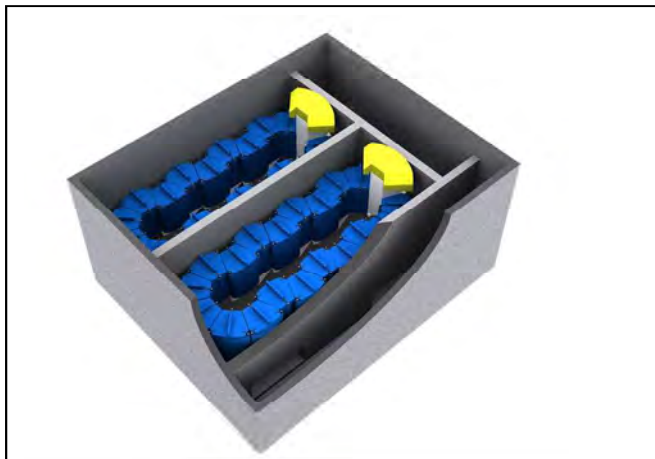
**DON'T WANT TO GO IT ALONE? CALL HYDRO AND WE'LL TAKE CARE OF INSPECTION, REPLACEMENT MEDIA AND CLEANOUT.**

**CALL 1 (888) 382-7808 FOR A QUOTE**

The Up-Flo® Filter is a modular high-rate stormwater filtration device designed to capture trash, oil, sediment and remove fine pollutants such as dissolved and particulate metals and nutrients from stormwater runoff. In general, a minimum of two inspections are required per year to monitor sediment and gross pollutant accumulations.

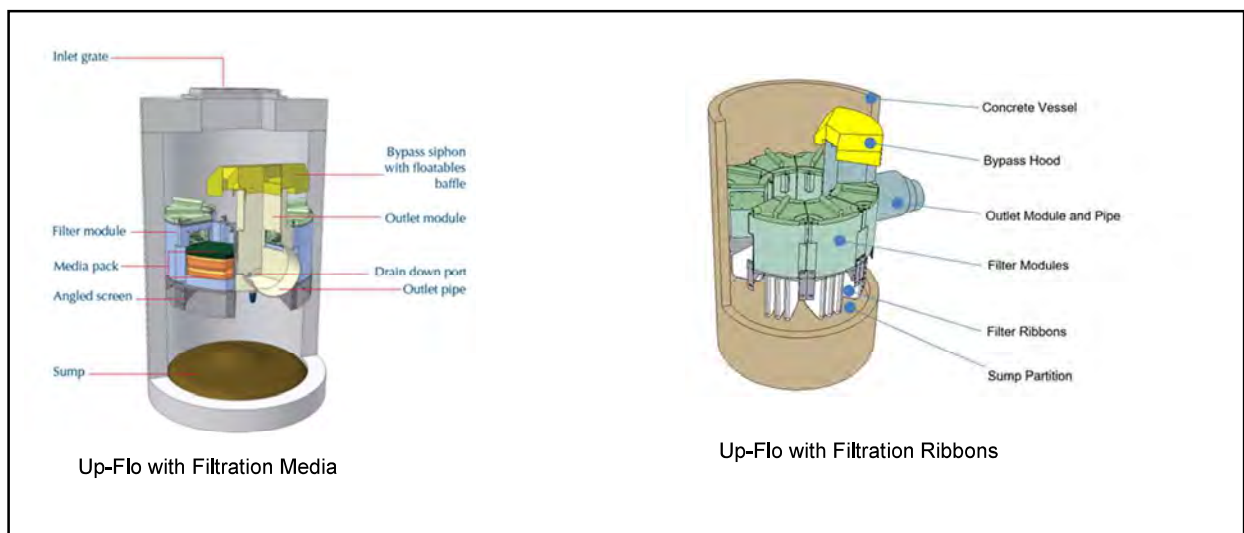
In order to sustain expected flow and removal rates for the Up-Flo® Filter, annual replacement of the Media Pack and removal of accumulated sediment from the sump is required. Depending on site use and pollutant characteristics, annual rainfall, design and functionality of the stormdrain conveyance system, annual replacement and clean out may be more or less often.

The Up-Flo Filter has modular components that connect together to form a ring of 1-6 Filter Modules or linearly to fit into rectangular precast structures with filter bays. Each filter bay can house 1-19 Filter Modules and precast structures can be constructed with multiple filter bays. Each Filter Module will have either a filtration Media Pack or filtration Ribbons.





It does not matter what type of media is used, the Filter Modules house the filtration medium and the precast structure is used to suspend the Filter Modules to provide a sedimentation sump. Stainless steel support frames are used to support the Filter Modules and attach them to the precast structure. An Outlet Module (with hood) is used to connect the Filter Modules to a discharge pipe and convey filtered water away from the treatment area. A Draindown Filter and screen are provided when filtration media is used but not with filtration Ribbons.



Maintenance activities can be categorized by those that can be performed from outside the Up-Flo® vessel and those that are performed inside the vessel. Maintenance performed from outside the vessel includes removal of floatables and oils that have accumulated on the water surface and removal of sediment from the sump. Maintenance performed inside the vessel includes removal and replacement of Media Packs (Filter Bags, flow Distribution Media and Draindown) or filtration Ribbons. A vactor truck is required for removal of oils, water, sediment, and to enter the vessel for performing inside maintenance. OSHA Confined Space Entry procedures need to be followed when entering the Up-Flo® vessel.

## Inspection

The frequency of inspection and maintenance can be determined in the field after installation. Based on site characteristics such as contributing area, types of surfaces (e.g., paved and/or landscaped), site activities (e.g., short-term or long-term parking), and site maintenance (e.g., sanding and sweeping), inspection and maintenance should be conducted at intervals of no more than six months during the first year of operation. Typically, maintenance is recommended once per year thereafter.



By removing the manhole cover during a storm and monitoring the water level in the manhole or vault, site personnel can determine whether the filter is in bypass. A properly-sized filter that is in bypass during a storm that is producing runoff at, or below, the filter's design filtration rate needs maintenance. Otherwise, scheduled inspections will determine when one or more of the following maintenance thresholds have been reached:

- Sediment depth at sump storage capacity. Minimum 8" should separate the Draindown filter inlet from stored sediment in the sump or 6" should separate the bottom of the filtration Ribbons and sump floor. A simple probe, such as the Sludge-Judge®, can be used to determine the depth of the solids in the sump.
- Clogging of the Media Bags. Minimum filtration rate is generally reached when the Media Bags have accumulated approximately 20 lbs of sediment or when filtration Ribbons from one module have accumulated approximately 8 lbs. Determining the amount of accumulated sediment will be accomplished by removing both of the Media Bags from one of the Media Packs and weighing the bags separately or removing the filter Ribbon assembly as weighing. A spent Media Bag weighs approximately 50 lbs wet and a filter Ribbon assembly from one module weighs approximately 15 lbs spent .
- Draindown filter clogged. With modules supplied with filtration media, the Drain Down Filter is designed to lower the water level in the Up-Flo® vessel to an elevation below the bottom of the Filter Modules between storm events. If inspection one to two days after a storm event indicates otherwise, the Drain Down Filter has likely become clogged with sediment.
- Slime and debris covering the flow distribution media, angled screens or filtration Ribbons. After removal of the Media Bags or filtration Ribbons, the bottom flow distribution media should be removed and inspected to determine if it is coated with slime or debris. Similarly, the angled screen should be inspected for blockages and ragging.
- Oil forming a measureable thickness on the surface of the water. Since water in the Up-Flo® vessel drains down to an elevation below the bottom of the Filter Modules when the system is idle, the amount of accumulated oils must be minimized so that oils are not entrained into the Media Pack when stormwater begins to fill the vessel at the start of a storm event.
- Floatables completely covering the surface of the water. Similar to oils, the amount of accumulated floatables must be minimized to prevent trash and loose debris from becoming trapped on the angled screens when stormwater begins to fill the Up-Flo® vessel at the start of a storm event.



The site-specific solids loading rate in the sump and in the Media Packs will be determined during the first year of Up-Flo® Filter operation. Starting with a clean sump, the solids loading rate in the sump will be calculated by measuring the sediment depth in the sump and dividing the depth by the correlating interval of time since it was cleaned. Similarly, starting with fresh Media Bags or Ribbons, the solids loading rate in the Media Packs and Ribbons will be calculated by weighing the Media Bags or Ribbons and dividing the weights by the respective time interval since they were installed. The wet weight of the heaviest bag or Ribbon assembly from a single module will be used to determine the loading rate.

After completion of the first year of operation, the inspection and maintenance intervals for cleaning the sump and replacing Media Bags or Ribbons will be established to keep the solids loading within the respective limits of the sump and filter medium. Replacement of the Draindown Filter, replacement of flow Distribution Media, and removal of oils and floatables will occur at the same frequency unless the first year of operation indicates otherwise. Keeping to the established maintenance intervals will keep treatment flow rates at, or above, the design flow rate.

## Maintenance

The access port located at the top of the manhole or vault provides access to the Up-Flo® vessel for maintenance personnel to enter the vessel and comfortably remove and replace Media Packs or Ribbon assemblies. The same access would be used for maintenance personnel working from the surface to net or skim debris and floatables or to vacuum out sediment, oil, and water. Unless the Up-Flo® Filter has been installed in a very shallow unit, it is necessary to have personnel with OSHA-confined space entry performing the maintenance that occurs inside the vessel.

Maintenance activities include inspection, floatables removal, oil removal, sediment removal, Media Pack and Ribbon assembly replacement, and Draindown Filter replacement. Filtration medium housed in the Filter Modules is easily accessed by loosening three latches used to secure the Filter Module Lid. Maintenance intervals are determined from monitoring the Up-Flo® Filter during its first year of operation. Depending on the site, some maintenance activities may have to be performed on a more frequent basis than others. In the case of floatables removal, a vacuum truck is not required. Otherwise, a vacuum truck is normally required for oil removal, removal of sediment from the sump, and to dewater the vessel for replacement of the Media Packs and Draindown Filter. All inspection and maintenance activities would be recorded in an Inspection and Maintenance Log.

Good housekeeping practices upstream of the Up-Flo® Filter can significantly extend Media Bag life. For example, sweeping paved surfaces, collecting leaves and grass trimmings, and protecting bare ground from the elements will reduce loading to the system. Media Packs should not be installed in the Filter Modules until construction activities are complete and site stabilization is effective.



## Up-Flo Filter Inspection & Maintenance Logs

SITE REFERENCE NAME OR NUMBER FOR THIS UP-FLO® FILTER LOCATION:	
SITE NAME:	
SITE LOCATION:	
OWNER:	SITE CONTRACTOR:
CONTACT NAME:	CONTACT NAME:
COMPANY NAME:	COMPANY NAME:
ADDRESS:	ADDRESS:
TELEPHONE:	TELEPHONE:
FAX:	FAX:

INSTALLATION DATE:    /    /

CONFIGURATION (CIRCLE ONE):    MANHOLE    VAULT SYSTEM

TOTAL NUMBER OF UP-FLO® FILTER MODULES: \_\_\_\_\_



## UP-FLO® FILTER INSPECTION LOG

Site Name: \_\_\_\_\_ Owner Change since last inspection?  Y  N

Location: \_\_\_\_\_

Owner Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Site Status: \_\_\_\_\_

Date: \_\_\_\_\_ Time: \_\_\_\_\_ Site conditions\*: \_\_\_\_\_  
 \*(Stable, Under Construction, Needing Maintenance, etc.)

Inspection Frequency Key: A=annual; M=monthly; S=after major storms

Inspection Items	Inspection Frequency	Inspected? (Yes/No)	Maintenance Needed? (Yes/No)	Comments/Description
<b>Debris Removal</b>				
Adjacent area free of debris?	M			
Inlets and Outlets free of debris?	M			
Facility (internally) free of debris?	M			
<b>Vegetation</b>				
Surrounding area fully stabilized? (no evidence of eroding material into Up-Flo® Filter)	A			
Grass mowed?	M			
<b>Water retention where required</b>				
Water holding chamber(s) at normal pool?	A			
Evidence of erosion?	A			
<b>Sediment Deposition</b>				
Filtration Chamber free of sediments?	A			
Sedimentation sump not more than 50% full?	A			
<b>Structural Components</b>				
Any evidence of structural deterioration?	A			
Grates in good condition?	A			
Spalling or cracking of structural parts?	A			
Outlet/Overflow Spillway	A			
<b>Other</b>				
Noticeable odors?	A			
Any evidence of filter(s) clogging?	M			
Evidence of flow bypassing facility?	A			



Inspector Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Overall Condition of Up-Flo® Filter<sup>\*\*</sup>:     Acceptable                       Unacceptable

*\*\*"Acceptable" would mean properly functioning; "unacceptable" would mean damaged or required further maintenance.*

If any of the above Inspection Items are checked "Yes" for "Maintenance Needed", list Maintenance actions and their completion dates below or on the Maintenance Log provided on page 15 of the Up-Flo® Filter Operation & Maintenance Manual:

Maintenance Action Needed	Due Date

The next routine inspection is schedule for approximately; (date) \_\_\_\_\_

Inspected by: (signature) \_\_\_\_\_

Inspected by: (printed) \_\_\_\_\_



## UP-FLO® FILTER MAINTENANCE LOG

Site Name: \_\_\_\_\_ Owner Change since last inspection? Y N

Location: \_\_\_\_\_

Owner Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Site Status: \_\_\_\_\_

Date: \_\_\_\_\_ Time: \_\_\_\_\_ Site conditions: \_\_\_\_\_  
*\*(Stable, Under Construction, Needing Maintenance, etc.)*

Estimated volume of oil/floatable trash removed: \_\_\_\_\_

Sediment depth measured in sump prior to removal: \_\_\_\_\_

Number of Filter Modules fitted with new media packs: \_\_\_\_\_

Inspector Comments: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Overall Condition of Up-Flo® Filter:  Acceptable  Unacceptable

*\*\*"Acceptable" would mean properly functioning; "unacceptable" would mean damaged or required further maintenance.*

Maintained by: (signature) \_\_\_\_\_

Maintained by: (printed) \_\_\_\_\_



## **EXHIBIT I**

### **Stormwater Maintenance Plan**

Post Construction Long Term Maintenance Plan for  
Kwik Trip 385, Northfield, MN

#### **System Description:**

The site consists of a series of storm water conveyances through sheet draining, piping, and Up-Flo® Manhole Filter. The system discharges to adjacent storm sewer.

#### **System Maintenance**

##### **Piping System Maintenance**

- Inspect at least annually and after extreme storm events. The facility should be cleaned of accumulated debris.
- Maintenance typically includes sediment, floatable, and debris removal from inlets and outlets.
- Remove sediment when accumulation reaches 6", or if resuspension is observed or probable.

##### **Up-Flo Manhole Filter**

- See Exhibit H.