

When recorded, mail to:

Ogden City Recorder
2549 Washington Blvd, Suite 210
Ogden, UT 84401

Affected Parcel No(s): _____

GREASE CONTROL DEVICE MAINTENANCE AGREEMENT

This Grease Control Device ("GCD") Maintenance Agreement ("Agreement") is made and entered into by and between Ogden City Corporation, a Utah municipal corporation ("City"), and

[Property Owner Name(s)], ("Property Owner"), the owner of [Property Address]
("Property") where the Food Service Establishment ("FSE") operating under the business name of _____ [FSE Business Name] will be conducting business, collectively referred to as the "Parties."

RECITALS

WHEREAS, the City is authorized and required to regulate and control the discharge of Fats, Oils, and Grease ("FOG") into the City sewer system in accordance with Central Weber Sewer Improvement District Rules and Regulations (the "Rules and Regulations"), as set forth in the City's Municipal Ordinances, including Title 9 of that code ("Ordinance"); and

WHEREAS, the Property has one or more GCDs installed on the Property, which are designed to intercept FOG from their sewer lateral prior to their discharge of wastewater into the City sewer system;

WHEREAS, the Property Owner acknowledges that the GCD(s) will not effectively intercept FOG if not properly maintained, thereby potentially allowing FOG to enter the City's sewer system in violation of local regulations;

WHEREAS, the FSE seeks to operate in the City and acknowledges the need to comply with local regulations concerning the maintenance of GCDs as required by the Rules and Regulations, specifically Section 2.7(b)(5)(ii);

WHEREAS, the Property Owner hereby represents and acknowledges that it is the owner in fee simple of the Property and either owns and/or operates the FSE or intends to lease the Property to an FSE.

NOW, THEREFORE, in exchange for the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

AGREEMENT

1. Incorporation of Agreement Terms into Lease

- a) If the Property Owner is not the owner and operator of the FSE, and is leasing the property to the FSE, the Property Owner shall incorporate the terms of this Agreement into the lease agreement. This ensures that the lease is aligned with the provisions outlined in this Agreement and that both parties are bound by its terms.

2. Grease Control Device Maintenance Requirements

- a) **Maintenance Frequency:** The Property Owner agrees to maintain the GCD(s) on the Property to meet the requirements set forth in the Rules and Regulations. Specifically, the Property Owner shall ensure that GCDs are cleaned regularly, so that they will operate properly and efficiently intercept FOG.
- b) **Service Threshold:** The GCD must be serviced whenever the combined thickness of floating greases and settled solids exceeds 25% of the hydraulic working capacity of the GCD. If the Property Owner does not measure the hydraulic working capacity regularly, the Property Owner shall schedule pump-outs at least once every three (3) months.
- c) **Additional Cleaning Requirements:** More frequent cleaning than outlined in subsection (b) above may be necessary if the combined thickness of the floating greases and settled solids exceeds 25%. If the Property Owner can demonstrate that less frequent cleaning is sufficient, a variance may be granted.

3. Service Provider Qualifications

- a) The Property Owner agrees to have its GCD(s) serviced by a business or professional who is licensed to perform such services under applicable City, County, or State regulations.

4. Maintenance by the City

- a) If the Property Owner fails to maintain the GCD as required by this Agreement, the City may authorize the necessary maintenance to be performed. The costs of such maintenance will be billed directly to the Property Owner and shall become part of the charges due to the City.

5. Prohibited Products and Practices

- a) The Property Owner acknowledges that biological treatment or enzyme treatment shall not be a substitute for the required maintenance of GCDs. The use of enzymes or any other chemical or biological treatment that emulsifies FOG is strictly prohibited.
- b) The Property Owner shall not authorize, undertake or permit alteration, abandonment, modification, or discontinuance of the GCD(s) without the

written approval of the City, which approval may be withheld in the City's sole and absolute discretion.

6. Documentation and Reporting

- a) The Property Owner agrees to document each pump-out of the GCD with a waste manifest or trip ticket. The FSE shall provide a copy of the manifest or trip ticket to the City within fourteen (14) days of each pump-out.
- b) The Property Owner shall retain the manifest or trip ticket on-site for a minimum of three (3) years for inspection by the City or other relevant authorities.

7. Waste Disposal Requirements

- a) The Property Owner agrees to ensure that all waste removed from the grease control device is properly disposed of at a facility in compliance with all federal, state, and local regulations. The waste manifest or trip ticket must include a certification from the hauler that the waste was properly disposed of. FOG removed from the GCD shall never be discharged or dumped into the storm system or sanitary sewer system.

8. Inspection and Compliance

- a) The City reserves the right to inspect the GCD(s) at any time to verify that the Property Owner is in compliance with the maintenance requirements set forth in this Agreement and the District's Rules and Regulations.
- b) The Property Owner shall undertake all necessary repairs and replacement of the GCD at the direction of the City or in accordance with the recommendations of the inspecting engineer.

9. Term and Termination

- a) This Agreement shall be effective upon the date of signing and shall remain in effect for the duration during which the Property is used as a FSE.

10. Indemnification

- a) The Property Owner agrees to indemnify and hold harmless the City, and their respective officers, employees, and agents from any claims, liabilities, or damages resulting from the Property Owner's failure to comply with this Agreement or the District's Rules and Regulations.

11. Governing Law

- a) This Agreement shall be governed by and construed in accordance with the laws of the State of Utah and applicable local regulations.

12. Miscellaneous:

- a) This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior agreements and understandings, whether written or oral.
 - b) This Agreement may only be amended or modified by a written instrument executed by both Parties.
 - c) If any provision of this Agreement is found to be invalid or unenforceable by a tribunal of competent jurisdiction, the remaining provisions shall continue in full force and effect.
 - d) This Agreement shall inure to the benefit of and will be binding upon and enforceable by the Parties hereto and their respective heirs, representatives, successors, and assigns.
 - e) This Agreement may be executed in one or more counterparts, all of which taken together shall constitute the entire agreement between the Parties.

IN WITNESS HEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

PROPERTY OWNER(S)

By: _____ Title: _____ Date: _____
By: _____ Title: _____ Date: _____

On this ____ day of _____, 20____, before me (notary name) _____
a notary public, personally appeared _____, proved on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this
document, and acknowledged he/she/they executed the same.

Notary Public
Residing in: _____
My commission expires: _____

OGDEN CITY

By: _____ Date: _____
City Engineer

Attest: _____
City Recorder

By: _____ Date: _____
CAO

Attest: _____
City Recorder