

When recorded, mail to:

Draper City Recorder 1020 East Pioneer Road Draper City, Utah 84020 13959718 B: 11343 P: 1 Total Pages: 54
05/27/2022 10:58 AM By: slang Fees: \$0.00
Rashelle Hobbs, Recorder Salt Lake County, Utah
Return To: DRAPER RECORDER'S OFFICE
1020 E. PIONEER RD. DRAPER, UT 84020

Affects Parcel No(s): 34-97-301-002-0000

#### STORMWATER POLLUTION PREVENTION MAINTENANCE AGREEMENT

	This Stormwat	er Pollution	Prevention Ma	aintenance Agree	ment ("Agreement"	) is
	de and entered int		day of	May	, 20_	_,
by a	and between Drap	er City, a U	ah municipal	corporation ("City' 、	'), and	
·	+1:6	hline off	ice GCP	, L.C.		_,
a	Utah	Limited	Liability	Company	("Owner").	_
				1 -	<del></del> -	

#### RECITALS

WHEREAS, the City is authorized and required to regulate and control the disposition of storm and surface waters, as set forth in the Draper City Municipal Code Chapter 16-2, as amended ("Ordinance"), adopted pursuant to the Utah Water Quality Act, as set forth in *Utah Code Ann*. §§ 19-5-101, *et seq.*, as amended ("Act"); and

WHEREAS, the Owner hereby represents and acknowledges that it is the owner in fee simple of certain real property more particularly described in Exhibit "A," attached hereto and incorporated herein by this reference ("Property"); and

WHEREAS, the Owner desires to build or develop the Property and/or to conduct certain regulated construction activities on the Property which will alter existing storm and surface water conditions on the Property and/or adjacent lands; or

WHEREAS, the Owner's existing property was completed after January 1, 2003; disturbed an area greater than or equal to one acre, or disturbed less than one acre and is part of a larger common plan of development or sale; and is served by a private onsite stormwater management facility; and

WHEREAS, in order to accommodate and regulate storm and surface water flow conditions, the Owner is required by federal, state, and local law to build and maintain at Owner's expense a storm and surface water management facility or improvements ("Stormwater Facilities"); and

WHEREAS, the Stormwater Facilities are more particularly described and shown in the final site plan or subdivision approved for the Property and related engineering drawings, and any amendments thereto, which plans and drawings are on file with the City and are hereby incorporated herein by this reference ("Development Plan"); and

WHEREAS, the summary description of all Stormwater Facilities, details and all appurtenance draining to and affecting the Stormwater Facilities and establishing the standard operation and routine maintenance procedures for the Stormwater Facilities, and control measures installed on the Property, ("Stormwater Maintenance and Preservation Plan") is more particularly shown in Exhibit "B" on file with the County Recorder's Office: and

WHEREAS, a condition of Development Plan approval, and as required as part of the City's Small MS4 UPDES General Permit from the State of Utah, Owner is required to enter into this Agreement establishing a means of documenting the execution of the Stormwater Maintenance and Preservation Plan; and

NOW, THEREFORE, in consideration of the benefits received and to be received by the Owner, its successors and assigns, as a result of the City's approval of the Stormwater Maintenance and Preservation Plan, and the mutual covenants contained herein, the parties agree as follows:

#### Section 1

Construction of Stormwater Facilities. The Owner shall, at its sole cost and expense, construct the Stormwater Facilities in accordance with the Development Plans and specifications, and any amendments thereto which have been approved by the City.

#### Section 2

Maintenance of Stormwater Facilities. The Owner shall, at its sole cost and expense, adequately maintain the Stormwater Facilities. Owner's maintenance obligations shall include all systems and appurtenances built to convey stormwater, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance, for purposes of this Agreement, is defined as good working condition so that the Stormwater Facilities are performing their design functions. The Owner shall, at its sole cost and expense, perform all work necessary to keep the Stormwater Facilities in good working condition.

#### Section 3

Annual Maintenance Report of Stormwater Facilities. The Owner shall, at its sole cost and expense, inspect the Stormwater Facilities and submit an inspection report and certification to the City. The purpose of the inspection and certification is to assure safe

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and proper functioning of the Stormwater Facilities. The annual inspection shall cover all aspects of the Stormwater Facilities, including, but not limited to, the parking lots, structural improvements, berms, channels, outlet structure, pond areas, access roads, vegetation, landscaping, etc. Deficiencies shall be noted in the inspection report. The report shall also contain a certification by the Owner, or the Owner's officers, employees, agents, and representatives as to whether adequate maintenance has been performed and whether the structural controls are operating as designed to protect water quality. The annual inspection report and certification shall be due by July 31st of each year and shall be on forms acceptable to the City.

#### Section 4

City Oversight Inspection Authority. The Owner hereby grants permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the Stormwater Facilities upon reasonable notice to the Owner of at least three business days. Such inspections shall be conducted in a reasonable manner and at reasonable times, as determined appropriate by the City. The purpose of the inspection shall be to determine and ensure that the Stormwater Facilities are being adequately maintained, are continuing to perform in an adequate manner, and are in compliance with the Act, the Ordinance, and the Stormwater Facilities Maintenance Plan.

#### Section 5

Notice of Deficiencies. If the City finds that the Stormwater Facilities contain any defects or are not being maintained adequately, the City shall send Owner written notice of the defects or deficiencies and provide Owner with a reasonable time, but not less than sixty (60) days, to cure such defects or deficiencies. Such notice shall be confirmed delivery to the Owner or sent certified mail to the Owner at the address listed with the County Tax Assessor.

#### Section 6

Owner to Make Repairs. The Owner shall, at its sole cost and expense, make such repairs, inspections, changes or modifications to the Stormwater Facilities as may be determined as reasonably necessary by the City within the required cure period to ensure that the Stormwater Facilities are adequately maintained and continue to operate as designed and approved.

#### Section 7

City's Corrective Action Authority. In the event the Owner fails to adequately maintain the Stormwater Facilities in good working condition acceptable to the City, the City may correct a violation of the design standards or maintenance needs by performing all necessary work to place the facility in proper working condition. Prior to commencing work the City shall have complied with Section 5 and given Owner a second notice to cure or correct within 15 days served according to the delivery methods described in Section 5. It is expressly understood and agreed that the City is under no obligation to maintain or repair the Stormwater Facilities, and in no event shall this Agreement be construed to impose any such obligation on the City. The actions described in this Section are in addition to and not in lieu of any and all equitable remedies available to

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the City as provided by law for Owner's failure to remedy deficiencies or any other failure to perform under the terms and conditions of this Agreement.

#### Section 8

Reimbursement of Costs. In the event the City, pursuant to this Agreement, incurs any costs, or expends any funds resulting from enforcement or cost for labor, inspections, use of equipment, supplies, materials, and the like related to storm drain disconnection from the City system, the Owner shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City. Owner shall also be liable for any collection costs, including attorneys' fees and court costs, incurred by the City in collection of delinquent payments.

#### Section 9

Successor and Assigns. This Agreement shall be recorded in the County Recorder's Office and the covenants and agreements contained herein shall run with the land and whenever the Property shall be held, sold, conveyed or otherwise transferred, it shall be subject to the covenants, stipulations, agreements and provisions of this Agreement which shall apply to, bind and be obligatory upon the Owner hereto, its successors and assigns, and shall bind all present and subsequent owners of the Property described herein.

#### Section 10

Severability Clause. The provisions of this Agreement shall be severable and if any phrase, clause, sentence or provision is declared unconstitutional, or the applicability thereof to the Owner, its successors and assigns, is held invalid, the remainder of this Covenant shall not be affected thereby.

#### Section 11

Utah Law and Venue. This Agreement shall be interpreted under the laws of the State of Utah. Any and all suits for any claims or for any and every breach or dispute arising out of this Agreement shall be maintained in the appropriate court of competent jurisdiction in Salt Lake County, Utah.

#### Section 12

Indemnification. This Agreement imposes no liability of any kind whatsoever on the City. The Owner hereby agrees to indemnify and hold the City and its officers, employees, agents and representatives from and against all actions, claims, lawsuits, proceedings, liability, damages, accidents, casualties, losses, claims, and expenses (including attorneys' fees and court costs) that directly result from the performance of this agreement, but only to the extent the same are caused by any negligent or wrongful act or omissions of the Owner, or the Owner's officers, employees, agents, and representatives.

#### Section 13

Amendments. This Agreement shall not be modified except by written instrument executed by the City and the Owner of the Property at the time of modification, and no modification shall be effective until recorded in the County Recorder's Office.

#### Section 14

Exhibit B. Stormwater Maintenance and Preservation Plan (SWMP) must adapt to change in good judgment when site conditions and operations change and when existing programs are ineffective. Exhibit B shall be filed with this agreement at the County Recorder's Office.

# STORMWATER POLLUTION PREVENTION MAINTENANCE AGREEMENT

			20	<u></u> '	
PROPERTY OWNER					
Ву:		_ Title: _ 🛌	ang		
By:		_ Title:			
STATE OF UTAH	) :ss.				
COUNTY OF	)				
The above instrument was according to the strument was according t	, 20 <u>2)</u> .	<del></del>	hvistia	NOTARY PU CHANTELLE MARI COMM. # 71 MY COMMISSION AUGUST 25, 9TATE OF L	BLIC IN TAYLOR 3730 N EXPIRES 2024
By: Public Works Dire	ector	Date:	5/24/20	22_	
Attest: X City Record	usan C	<u> </u>	CORI CORI	OF DRAINE PORATE	

# CITY'S ACKNOWLEDGMENT

STATE OF UTAH	)	
COUNTY OF SALT LAKE	:ss )	
On the day before me column is the City Engineer of City behalf of City by authority executed the same.	of Draper, a muni	,20 77, personally appeared ,who being duly sworn, did say that he cipal corporation, and that this instrument was signed in dy and the City Engineer acknowledged to me that City
Notary Pu	NNA HYER blic, State of Utah ission #723664 nmission Expires	NOTARY PUBLIC J

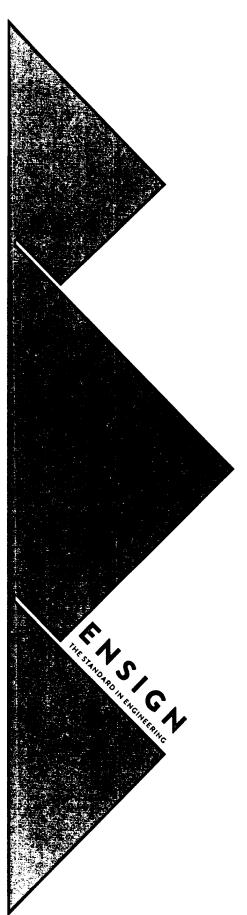
#### Attachments:

Exhibit A: Plat and Legal Description Exhibit B: Stormwater Maintenance and Preservation Plan

# Parcel 34073010020000 Legal description

LOT 2, HIGHLINE SUBDIVISION

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# LONG-TERM STORMWATER MANAGEMENT PLAN

Project:

Gardner-Pelion Core & Shell Office Building

14761 South Future Way Draper City, Utah

Project Number: 4065S

Prepared For:
Gardner Company
Mark Murdock
Main Street #2000

201 South Main Street, #2000 Salt Lake City, Utah 84111

Date: April 2022

Prepared By: Jennie Linford, EIT

Reviewed By: Jared Ford, PE

**Ensign Engineering** 

45 West 10000 South, Suite 500 Sandy, Utah 84070 P: (801) 255-0529 F: (801) 255-4449 ensigneng.com

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Draper City Recorder 1020 East Pioneer Road Draper City, Utah 84020
Affects Parcel No(s):
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made and entered into this day of, 20, by and between Draper City, a Utah municipal corporation ("City"), and
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RECITALS
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# STORMWATER POLLUTION PREVENTION MAINTENANCE AGREEMENT

SO AGREED this	day of		20	<u>_</u> .	
PROPERTY OWNER					
Ву:		Title:			
Ву:		Title:			
STATE OF UTAH	,				
COUNTY OF	:ss. )				
The above instrument wa of		pefore me by		, this	day
Notary Public Residing in:					
My commission expires:		<del>-</del>			
DRAPER CITY					
By:Public Works l	Director	Date:			
Attest: City Rec					
Approve to form:		<u>.</u>			
	City Attorn	ey			

## Attachments:

Exhibit A: Plat and Legal Description Exhibit B: Stormwater Maintenance and Preservation Plan

# **EXHIBIT A**

Project Name: Gardner-Pelion Core & Shell Office Building

Location: 14761 South Future Way, Draper, Utah

Located in the Southwest Quarter of Section 7, Township 4 South, Range 1 East and the Southeast Quarter of Section 12, Township 4 South, Range 1 West, Salt Lake Base and

Meridian Draper, Salt Lake County, Utah

USWAC Long-Term Stormwater Management Plan 2021-08-10

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# **EXHIBIT B**

# Long-Term Stormwater Management Plan

for:

Gardner-Pelion Core & Shell Office Building 14761 South Future Way Draper City, Utah

> Gardner Company 201 South Main Street, #200 Salt Lake City, Utah 84111 801-915-1822

#### PURPOSE AND RESPONSIBILTY

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

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

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

#### **CONTENTS**

SECTION 1: SITE DESCRIPTION, USE AND IMPACT

**SECTION 2: TRAINING** 

SECTION 3: RECORDKEEPING

**SECTION 4: APPENDICES** 

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

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

# Parking, Sidewalk and flatwork

The Gardner-Pelion Core & Shell Office building site has a significant amount of impervious surface, primarily concrete pavement, concrete walkways, and the office building. Any sediment, debris, fluids or other waste left or that collect on it will be carried by runoff to the storm drain inlets. This waste material will settle in our storm drain system increasing maintenance cost and any material dissolving in the runoff will pass through our system. Maintenance involves regular sweeping, but it can also involve pavement washing to remove stains, slick spots and appearance when necessary. The Sweeping and the Pavement Washing SOPs are used to manage the pollutants associated with pavements.

# Landscaping

This property's landscape areas will require regular maintenance. This will involve mowing, pruning, hand digging leaving grass clippings, sticks, branches, dirt, mulch, including fertilizers, pesticides and other pollutants that can fall or be left on our paved areas. It is vital that the paved areas with direct connection to the city storm drain systems remain clear and clean of landscape pollutants. The Landscape Maintenance SOP is written to control and manage this potential problem.

## Flood and Water Quality Control System

The area contributing to the storm drain runoff for this project totals around 5.31 acres. Our flood and water quality control system includes directing runoff into landscaping swales, open landscaping areas, and storm drain inlets. Directing runoff to our landscape areas is a low impact system intended to trap and treat our urban pollutants on the surface to protect downstream water resources.

Runoff directed into storm drain inlets will be routed to one of two underground detention systems and then one will be discharged west into the storm drain in Future Way and the other will be discharged southwest into the storm drain in Highland Drive. Both Detention Basin 1 on the east side of the site and Detention Basin 2 on the west side of the site will have Cultec Recharger 330XLHD chambers or engineer approved equivalent, the design volumes can be seen in Table 1.

USWAC Long-Term Stormwater Management Plan 2021-08-10

**TABLE 1: DETENTION BASIN PARAMETERS** 

Description	Basin Area (Acres)	Release Rate (cfs)		Storage Provided (CF)	Chambers Provided	Orifice Plate Diameter (inch)
Detention Basin 1	2.35	0.24	4,114	4,233	54	2.3
Detention Basin 2	2.96	0.30	4,454	4,657	60	2.5
Total Site	5.31	0.53	8,568	8,890		

Per Draper City Code, the 80th Percentile storm is to be retained on site. Using the Reese Method to determine the Water Quality Volume in cubic feet and a rainfall depth of 0.43 inches, Basin 1 requires 2,357 cubic feet of storage while Basin 2 requires 3,106 cubic feet, see calculations in Figure 4-1. The following systems are used to provide the required 80th percentile storage:

- Infiltration bed below Detention Basin 1. Provides 2,362 Cubic Feet
- Infiltration bed below Detention Basin 2. Provides 3,164 Cubic Feet Total 80th Percentile Storage Provided = 5,526 Cubic Feet

Figure 1. 80th percentile calculations.

 $WQV = R_*dA$ Where: WQV = 80th percentile Water Quality Volume, cf R<sub>v</sub> = Volumetric Runoff Coefficient, unitless d = 80th percentile storm depth, ft A = Project area or BMP drainage area, sf The volumetric runoff coefficient is determined using the Reese Method as shown in the equation below.  $R_u = 0.91i - 0.0204$ Where. i = Post development imperviousness of site = impervious area / project area Basin 1 0.0358 ft (used depth of 0.43" per Draper City Code) d 102528 sq. ft 0.7274 Rv 0.6415 2357 cu. ft. WQV Basin 2 0.0358 ft (used depth of 0.43" per Draper City Code) Ч 128866 sq. ft 0.7616 0.6727 WOV 3106 cu. ft.

USWAC Long-Term Stormwater Management Plan 2021-08-10

Infiltration volumes are provided using gravel beds below the detention basins. Gravel is assumed to have a 40% void ratio. Basin 1 requires of gravel bed 16' x 129' and 2.85' deep, while Basin 2 requires the gravel bed to be 20.83' x 108.5' and 3.5' deep to provide enough storage.

Anything we put or allow to be left on our pavements will eventually be carried to our underground storm drain system filling it with sediment and debris increasing maintenance cost. Also by-passing dissolved and liquid pollutants can increase the risk for contaminating groundwater for which we are responsible. In addition, very intense storm events can scour debris and silt from our system and spill to the Jordan River. It is important our flood control volume and water quality system is adequately maintained to function properly.

# **Waste Management**

There will be an enclosed dumpster on-site, contained within a fenced-off area. The dumpster will have a lid intended to prevent precipitation exposure, minimizing liquids that can leak to pavements, and also ensuring that light weight trash will not be exposed to wind and blown away. The fences have an additional benefit of trapping loose trash allowing us to pick it up before it will be carried off. Good waste management systems, if managed improperly, can end up as the source of the very pollution that they were intended to control. The Waste Management SOP is written to control and manage our waste.

# **Utility System**

Our roof top utility system is exposed to our roof drains which drain to our pavements. These units contain oils and other chemicals that can harm the Jordan River 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 walkways. However, salt and other ice management chemicals if improperly managed will unnecessarily increase our salt impact to our own vegetation and local water resources. Much of the runoff drains to our landscape swales. We need to minimize salt to maintain healthy root systems needed for optimum infiltration rates.

#### **SECTION 2: TRAINING**

Ensure that all employees and maintenance contractors know and understand the SOPs specifically written to manage and maintain the property. Maintenance contractors must use the stronger of their Company and the LTSWMP SOPs. File all training records in Appendix C.

#### **SECTION 3: RECORDKEEPING**

Maintain records of operation and maintenance activities in accordance with SOPs. Mail a copy of the record to Draper City Stormwater Division annually.

USWAC Long-Term Stormwater Management Plan 2021-08-10

# **SECTION 4: APPENDICES**

Appendix A- Site Drawings and Details

Appendix B- SOPs

Appendix C- Recordkeeping Documents

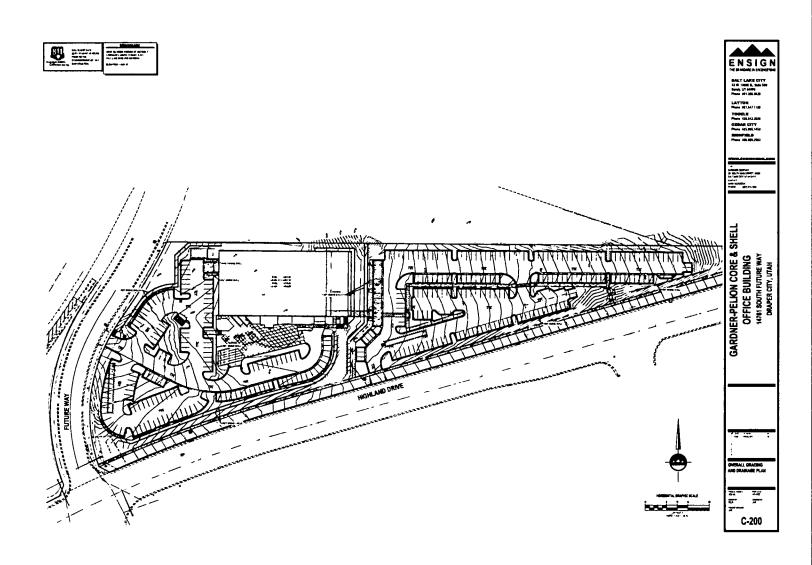
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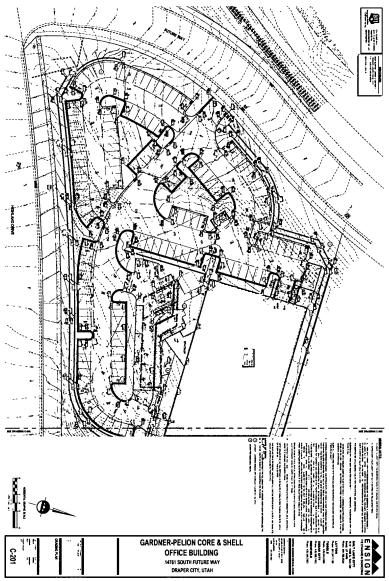
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# APPENDIX A - SITE DRAWINGS AND DETAILS

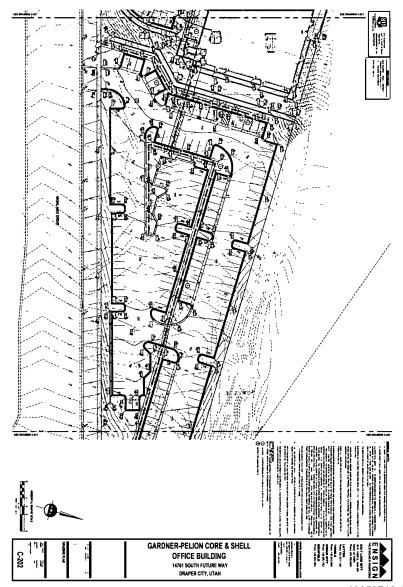
USWAC Long-Term Stormwater Management Plan 2021-08-10

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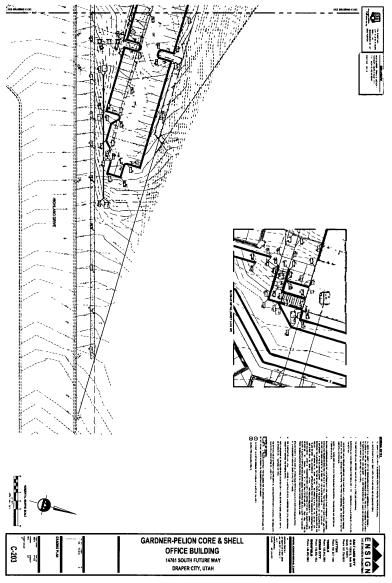




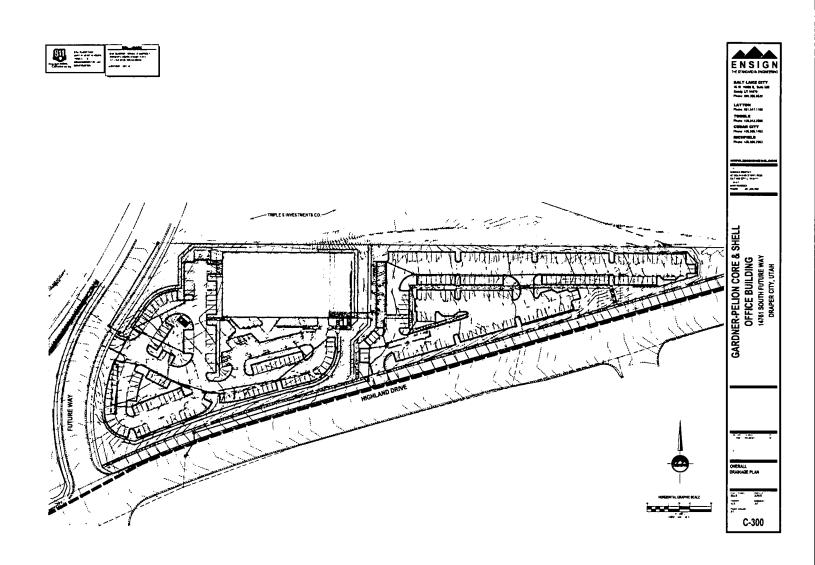
13959718 B: 11343 P: 28 Page 28 of 54

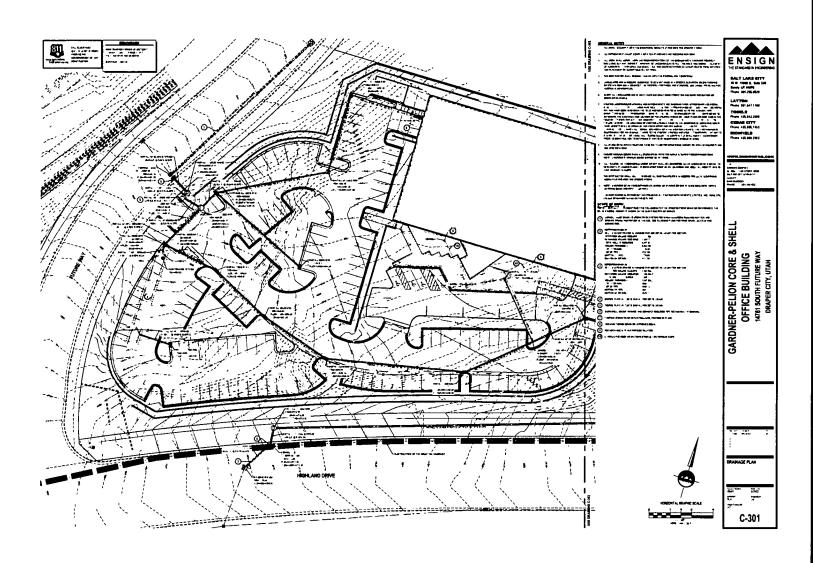


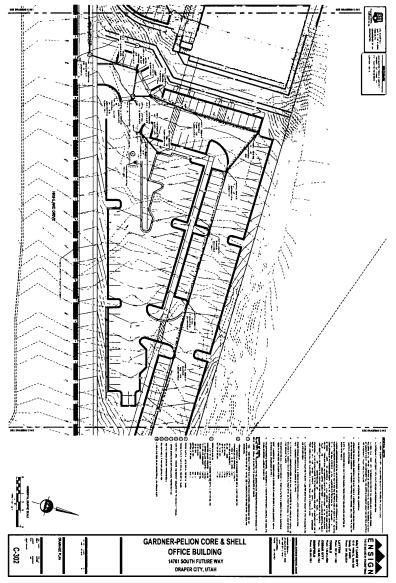
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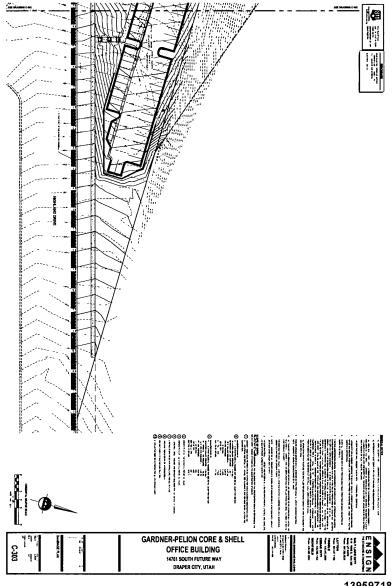
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# APPENDIX B - SOPs

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# **Pavement Sweeping**

#### General:

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

#### 1. Purpose:

- a) One of the primary contaminates in the Jordan River is organic material.
- b) Any sediment, leaves, debris, spilt fluids or other waste that collects on our parking areas and sidewalks will fill in our landscaping swales, oil/sediment/trash traps and our underground infiltration system increasing our maintenance cost.

#### 2. Regular Procedure:

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

#### 4. Disposal Procedure:

- a) Dispose of debris and other materials removed from drive aisles and parking areas properly. Proper disposal of debris and other materials includes placing said materials in the designated dumpsters provided on site. Materials such as oil, batteries, and other hazardous waste must be disposed of at a hazardous waste facility. (Many local auto parts stores will dispose of used oil and vehicle batteries.)
- b) Use licensed facilities when haul off is necessary
- c) Do not store waste in locations where storm water could transport fines or liquids into the storm drain system.

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#### 5. Documentation:

a) Document completed cleanup activities in "SMP Inspection Report".

## 6. Frequency:

- a) Roadways should be swept once every three months and more frequently if inspections deem it necessary. Fall months will require street sweeping a minimum of once a month to prevent plant foliage from entering the storm drain system.
- b) Parking areas should be swept when inspections deem it necessary.

## 7. Inspections:

- a) Inspections should occur once a month. Fall months will require a weekly inspection to ensure no plant foliage is in danger of entering or blocking the storm drain system.
- b) Inspections should identify any debris, trash or sediment on roadways and parking areas.
- c) Use inspections to ensure all SOPs are being followed.
- d) Use inspection results to alter maintenance frequency if necessary.

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

# Landscape Maintenance

#### General:

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

## 1. Purpose:

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

#### 2. Maintenance Procedure:

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

#### e) Cleanup:

- Use dry cleanup methods, e.g. square nose shovel and broom. Conditions are usually sufficient when no more material can be swept onto the square nosed shovel.
- Power blowing tools
- Sweep or blow small clippings into landscape areas, or collect and properly dispose
  of in designated dumpsters provided on site.
  - 1. Dispose of large clippings in approved locations or containers per waste management sop.
  - Sweep or blow pavements or sidewalks where fertilizers or other solid chemicals have fallen, back onto grassy areas before applying irrigation water. Ensure that all fertilizers or other solid chemicals are completely cleaned off pavements or sidewalks following every application.
- Triple rinse pesticide and herbicide containers, and use rinse water as product.
   Dispose of unused pesticide as hazardous waste. Do not rinse onto pavements or hardscape areas which may cause a downstream impact
  - 1. Always follow all federal and state regulations governing use, storage and disposal of fertilizers, herbicides or pesticides and their containers. ("Read the Label")
  - 2. Document completed cleanup activities in "SMP Inspection Report".
  - 3. Keep copies of MSDS sheets for all pesticides, fertilizers and other hazardous products used.

#### 3. Waste Disposal:

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

#### 4. Equipment:

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

#### 5. Frequency:

- a) Landscaping maintenance should occur weekly during spring and summer months or whenever inspections deem it necessary
- b) During fall months leaves and foliage should be collected when inspections deem it necessary.

## 6. Inspections:

- a) Inspections should occur on a seasonal weekly basis when maintenance is occurring.
- b) Inspections should identify any leaves, clippings, or trimmings left in runoff areas.
- c) Inspections should identify any possible fertilizers, pesticides or chemicals that may enter storm water system.
- d) Use inspections to ensure all SOPs are being followed
- e) Use inspection results to alter maintenance frequency if necessary.

- a) Annually and at hire
- b) Inform staff and service contractors when incorrect SOP implementation is observed.
- c) Landscape Service Contractors must use equal or better SOPs.
- d) Make sure your state Chemical Handling Certification is complete and up-to-date before handling any chemicals.

# Waste Management

#### General:

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

## 1. Purpose:

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

#### 2. Procedure:

- a) Remain aware of the lids and keep them closed.
- b) Remain aware of leaking and fix. Minimize allowing disposal of liquids in our receptacles and dumpster. Also liquids can leak from the waste haul trucks.
- c) Beware of dumpster capacity. Solve capacity issues. Leaving bags outside of dumpster is not acceptable.

## 3. Waste Disposal Restrictions for all waste Scheduled for the Trans-Jordan Landfill

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

Generally, the waste prohibited by the Trans-Jordan Landfill is

- Asbestos
- Dead Animals
- Liquid Loads
- Septic Loads
- Unopened drums
- Firearms or explosives
- Any item, or part of an item, that has been registered

Trans-Jordan Landfill Contact Information: 801-569-8994, info@transjordan.com

# 4. Training:

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

# Flood and Water Quality System

#### General:

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

## 1. Purpose:

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

## 2. Inspections:

- a) Inspect oil/sediment/trash trap. Remove any floating trash at each inspection interval with rake or other means. Remove sediments accumulations when 2" and more. Removed oil accumulations with the heavy sediment unless oil amounts are excessive. Oil can also be removed with absorbent materials but sediments will require vacuum operated machinery.
- b) Inspect oil/sediment/trash trap for mosquito larvae. Contact the South Salt Lake Valley Mosquito Abatement District when necessary.
- c) Inspect underground infiltration system for water. Water should not remain for more than 48 hours. Contact an engineer or equal industry with adequate knowledge when water is not draining.
- d) Inspect underground infiltration system for sediment accumulations. Remove sediment and debris accumulation when volume capacities drop below 90%. Removal will require hydro-vacuum machinery.
- e) Inspect for sediment accumulations in above ground detention and retention infrastructure. Remove sediment and debris accumulation when volume capacities drop below 90%.
- f) Inspect low impact flood control swale and landscape area infrastructure for sediment accumulation. Remove sediment accumulation when volume capacities drop below 90%.
- g) Inspect low impact flood control swale and landscape area for adequate drainage and vegetation coverage. Poor drainage can be improved by maintaining healthy plant root systems.

h) Regularly remove trash and debris from above ground detention/retention and low impact flood control swale and landscape infrastructure. Remove accumulations with regular grooming operations.

## 3. Disposal Procedure:

- a) Remove and dispose sediment and debris at licensed facilities. Also dry waste can be disposed in your dumpster as permitted by the Trans-Jordan Landfill.
- b) Disposal of hazardous waste
  - 1. Dispose of hazardous waste at regulated disposal facilities. Follow SDS Sheets. Also see Waste Management and Spill Control SOP

#### 4. Documentation:

- a) Document completed cleanup activities in "SMP Inspection Report".
- b) Record the amount of waste collected and number of catch basins cleaned and the area they were cleaned in. Keep any notes or comments of any problems encountered.

## 5. Training:

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

# **Pavement Washing**

## General:

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

## 1. Purpose:

- a) Pavement washing involving detergents can potentially contaminate groundwater with phosphates and with whatever we are washing.
- b) Pavement washing can fill our low impact flood control swale and landscape area, oil/sediment/trash traps and infiltration system with detergents, including sediment and debris increasing our maintenance cost.

#### 2. Procedure:

a) Prevent waste fluids and any detergents if used from entering storm drain system. The following methods are acceptable for this operation.

- Dam the inlet using a boom material that seals itself to the pavement and pick up the wastewater with shop-vacuum or absorbent materials.
- Collect wastewater with shop-vacuum simultaneous with the washing operation.
- Collect wastewater with vacuum truck or trailer simultaneous with the washing operation.
- b) This procedure must not used to clean the initial spills. First apply the Spill Containment and cleanup SOP following by pavement washing when desired or necessary.

#### 3. Disposal Procedure:

- a) Small volumes of diluted washing waste can usually be drained to the local sanitary sewer. Contact the South Valley Sewer District.
- b) Large volumes must be disposed at regulated facilities.

## 4. Pavement Cleaning Frequency:

a) There is no regular pavement washing regimen. Pavement washing is determined by conditions that warrant it, including but not limited to: prevention of slick or other hazardous conditions or restore acceptable appearance of pavements.

## 5. Training:

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

# **Snow and Ice Removal Management**

#### General:

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

#### 1. Purpose:

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

# 2. De-Icing Procedure:

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

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

## **General Construction Maintenance**

#### General:

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

# 1. Purpose:

 Any sediment, debris, or construction waste will fill in our landscaping swales, sediment/trash traps and our underground infiltration system increasing our maintenance cost.

#### 2. Construction Procedure:

- a) Remove or contain all erodible or loose material prior forecast wind and precipitation events or before non-stormwater will pass through the project site. For light weight debris maintenance can require immediately attention for wind and runoff events. Many times daily maintenance is necessary or as needed per random, precipitation or non-stormwater events.
- b) Project materials and waste can be contained or controlled by operational or structural best management practices.
  - Operational; including but not limited to:
    - > Strategic staging of materials eliminating exposure, such as not staging on pavement
    - > Avoiding multiple day staging of backfill and spoil
    - > Haul off spoil as generated or daily
    - > Schedule work during clear forecast
  - Structural; including but not limited to:
    - ➤ Inlet protection, e.g. wattles, filter fabric, drop inlet bags, boards, planks
    - > Gutter dams, e.g. wattles, sandbags, dirt dams
    - > Boundary containment, e.g. wattles, silt fence
    - Dust control, e.g. water hose,
    - ➤ Waste control, e.g. construction solid or liquid waste containment, dumpster, receptacles
- c) Inspection often to insure the structural best management practices are in good operating condition and at least prior to the workday end. Promptly repair damaged best management practices achieving effective containment.
- d) Cleanup:
  - Use dry cleanup methods, e.g. square nose shovel and broom.

- Wet methods are allowed if wastewater is prevented from entering the stormwater system, e.g. wet/dry vacuum, disposal to our landscaped areas.
- e) Cleanup Standard:
  - When a broom and a square nosed shovel cannot pick any appreciable amount of material.

#### 3. Waste Disposal:

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

## 4. Equipment:

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

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

# **Spill Control**

#### General:

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

#### 1. Purpose:

- a) Spilt liquids and solids will reach our low impact flood control landscaping areas, oil/sediment/trash traps and infiltration system potentially contaminating groundwater which we are responsible.
- b) It is vital we contain all spills on the surface. Spills reaching our underground flood control storage system can result in expensive spill mitigation, including potential tear out and replacement.

#### 2. Containment Procedure:

- a) Priority is to dam and contain flowing spills.
- b) Use spill kits booms if available or any material available to stop flowing liquids; including but not limited to, nearby sand, dirt, landscaping materials, etc.
- c) Hazardous or unknown waste material spills
  - 1. Critical Emergency constitutes large quantities of flowing uncontained liquid that people at risk or reach storm drain systems. Generally burst or tipped tanks and containment is still critical. Call HAZMAT, DWQ, Salt Lake County Health Department.
    - Also report spills to DWQ of quantities of 25 gallons and more and when the spill of lesser quantity causes a sheen on downstream water bodies
  - 2. Minor Emergency constitutes a spill that is no longer flowing but has reached a storm drain and adequate cleanup is still critical. Call SLVHD, City
  - 3. Spills that are contained on the surface, typically do not meet the criteria for Critical and Minor Emergencies and may be managed by the responsible implementation of this SOP.
  - 4. Contact Numbers:

HAZMAT - 911 DWQ - 801-231-1769, 801-536-4123, 801-536-4300 South Salt Lake County Health Department - 385-468-4100 Draper City - 801-576-6388

#### 3. Cleanup Procedure:

a) NEVER WASH SPILLS TO THE STORM DRAIN SYSTEMS.

- b) Clean per SDS requirements but generally most spills can be cleaned up according to the following:
  - Absorb liquid spills with spill kit absorbent material, sand or dirt until liquid is sufficiently converted to solid material.
  - Remove immediately using dry cleanup methods, e.g. broom and shovel, or vacuum operations.
  - Cleanup with water and detergents may also be necessary depending on the spilled material. However, the waste from this operation must be vacuumed or effectively picked up by dry methods or vacuum machinery. See Pavement Washing SOP.
  - Repeat process when residue material remains.

## 4. Disposal:

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

## 5. Documentation:

a) Document all spills in Appendix C.

#### 6. SDS sheets:

a) SDS Manual is filed in break room.

#### 7. Materials:

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

#### 8. Training:

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

# APPENDIX C - PLAN RECORDKEEPING DOCUMENTS

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## MAINTENANCE/INSPECTION SCHEDULE

Frequency	Site Infrastructure		
M	Catch Basins		
Q	Manholes		
A	Perforated Aluminized CMP		
M	Roof Drains		

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**

Date	Maintenance Performed/Spill Events. Perform Maintenance per SOPs	Observation Notes, including but not limited to; Inspection results, Observations, System Performance (effectiveness/nefficiencies), SOP Usefulness, Concerns, Necessary Changes	Initials
		***************************************	
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Annual Summary of LTSWMP effectiveness, inefficiencies, problems, necessary changes etc				

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

# Annual SOP Training Log per Section 2

SOP	Trainer	Employee Name / Maintenance Contractor Co	Date
		·	
			1

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