

SUBRECIPIENT AGREEMENT FOR
AMERICAN RESCUE PLAN ACT SLFRF FUNDS

Powder Mountain Pizzel Springs Redevelopment Project, Phase 1

This Subrecipient Agreement (“Agreement”) is entered into by and between the County of Weber, Utah (the “County”) and Powder Mountain Water and Sewer Improvement District (the “Subrecipient”), individually referred to as “Party” and jointly referred to as “Parties.” The purpose of this Agreement is to provide funding to the Subrecipient from funds provided to the County by the Department of Treasury (“Treasury”) pursuant to Sections 602 and 603 of the Social Security Act, as added by section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (Mar. 11, 2021) (“ARPA”), which authorized the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) to enable the Subrecipient to carry out specific eligible activities on behalf of the County; and

WHEREAS, the County has received SLFRF funds from Treasury under ARPA; and

WHEREAS, the County is authorized by ARPA to disburse all or a portion of its SLFRF funds to subrecipients, which carry out eligible uses on behalf of the County; and

WHEREAS, the Subrecipient has applied to the County for an eligible use of SLFRF funds; and

WHEREAS, based on the Subrecipient’s application for SLFRF funds in the form attached hereto as **Exhibit A**, the County has determined that Phase 1 of the Subrecipient’s Project is an eligible use of SLFRF funds under ARPA and the Final Rule; and

WHEREAS, the County has awarded the Subrecipient SLFRF funds in the amount of \$2,400,000 (the “Award”), subject to the County and the Subrecipient entering into this Agreement with respect to the use of said funds.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the County and the Subrecipient agree as follows:

1. SCOPE OF PROJECT; ELIGIBLE USE OF AWARD FUNDS

- A.** The County shall pay the Subrecipient the Award to cover necessary expenses related to the activities specifically described in Phase 1 of the Subrecipient’s application (the “Project”). If there is a conflict between the terms and provisions in the Subrecipient’s application and this Agreement, the terms of this Agreement shall govern.
- B.** Although the Subrecipient’s application describes a two-phase project, Phase 2 is not part of the Project as defined herein. Through this Agreement, the County has chosen to award SLFRF funds only for Phase 1. No SLFRF funds awarded through this Agreement may be used to pay for any part of Phase 2, which the County considers a separate project for purposes of ARPA funding.

- C. The Subrecipient shall only use the Award to cover expenses that are necessary for the completion of the Project and are eligible under ARPA, The Final Rule, and this Agreement. The Subrecipient shall not use any portion of the Award to pay for any administrative costs of the Project.
- D. The Subrecipient may make revisions to the scope of the Project with approval from the Weber County Commission, where such revisions to the Project do not materially alter the Project or cause the use of the Award for the revised Project to constitute an ineligible use of SLFRF funds or constitute a change in the category of eligible use of SLFRF funds under the Rule. In no event shall a revision to the scope of the Project entitle the Subrecipient to an additional allocation of SLFRF funds by the County unless Subrecipient makes a request to the County for additional funds. The Weber County Commission, in its sole discretion, may approve and authorize additional SLFRF funds for the Project. However, no such additional allocation is guaranteed. For illustration purposes only, a revision to a Project may include a change in the design, implementation, or construction means and methods that results in the ability to make additional improvements to the Project or serve more properties or individuals. Revisions to the scope of the Project that reduce the extent of the improvements to be made or properties or individuals to be served should be avoided unless necessary to keep the Project within the Subrecipient's budget for the Project and/or the Award to Subrecipient set forth in this Agreement.
- E. Once the Project is completed, all costs for the management, operation, maintenance, and repair and replacement of the Project (as applicable) shall be the sole responsibility of the Subrecipient. The County shall have no liability, financial or otherwise, with respect to the management, operation, maintenance, repair or replacement of the Project.

2. CONVEYANCE OF EXISTING INFRASTRUCTURE

- A. The County and Subrecipient, together with the Powder Mountain ski resort owners and developers, were previously involved in the funding and installation of water and sewer infrastructure serving the Powder Mountain ski resort and nearby areas, using assessment area bonds known as "Weber County, Utah Special Assessment Bonds (Summit Mountain Assessment Area), Series 2013 (UT)." For purposes of this Agreement, all water and sewer infrastructure that was paid for using those bonds is known as the "Existing Infrastructure."
- B. To the extent that the County has any ownership interest in the Existing Infrastructure, the County hereby conveys to Subrecipient all of the County's right, title, and interest in and to the Existing Infrastructure.
- C. The Subrecipient hereby accepts the conveyance of the Existing Infrastructure in its "as-is" condition, with no warranties as to its condition or fitness for any purpose.

- D. The Subrecipient assumes all existing and future responsibility and liability with respect to the Existing Infrastructure and releases the County from all such responsibility and liability, regardless of when the responsibility or liability is claimed to have arisen. The Subrecipient further agrees to indemnify the County against all liability and expense that relates in any way to the Existing Infrastructure, regardless of whether the liability or the basis for the expense arose in the past or arises in the future.
- E. It is the intent of the Parties that all of the County's right, title, and interest in and to all of the Existing Infrastructure be conveyed to the Subrecipient as set forth above. Each party will, to the extent reasonably requested by the other party and at the other party's sole expense, execute and/or cause to be delivered to the other party such instruments and other documents, and shall take such other actions, as the other party may reasonably request for the purpose of carrying out or evidencing the intent of this Agreement.

3. TERM OF AGREEMENT

The term of this Agreement begins on the date this Agreement is fully executed by the Parties and ends on December 31, 2026, with the following exceptions:

- A. If the County determines that the Subrecipient has not yet completed all applicable administrative actions and reporting requirements, or if additional time is required for auditing purposes, then this Agreement shall be deemed automatically extended until all such actions are completed.
- B. The Subrecipient's indemnification obligations and all releases of liability shall survive termination of this Agreement.
- C. All other provisions that, by their nature, contemplate performance or observance after the termination of this Agreement shall survive termination and continue in full force and effect.

4. PAYMENTS

- A. *Reimbursement Payment.* The County shall pay the Award to Subrecipient on a reimbursement basis. The Subrecipient shall submit reimbursement requests to the County Comptroller no later than 15 days after the end of each calendar quarter for the duration of the Project. Such requests shall be in a form acceptable to the County and shall include, where applicable for construction projects, certification by the Subrecipient's engineer that the amounts are eligible Project costs. The Subrecipient may not request reimbursements under this Agreement for work that has not been completed.
- B. *Advance Payment.* The County, in its discretion, may elect to pay the Subrecipient in advance for its allowable costs for the Project identified by this Agreement upon the presentation of all forms and documents as may be required by the County. Advance

payments must be limited to the minimum amounts needed and timed to be in accordance with the Subrecipient's actual, immediate cash requirements in carrying out and completing the work of the Project.

- C. *Withholding or Cancellation of Funds.* The County reserves the right to withhold payments until Subrecipient timely delivers reimbursement requests or documents as may be required under this Agreement. Upon completion of the Project, the County may cancel payment of any portion of the Award that the County determines to be surplus. The County shall be relieved of any obligation for payments if funds allocated to the County cease to be available for any cause other than misfeasance of the County itself.
- D. *Where Payments Are Made.* Payments shall be made by check or electronic deposit into Subrecipient's bank account, according to a process established by the County.
- E. *Recoupment.* The Award is subject to recoupment by Treasury and/or the County for the Subrecipient's failure to use the funds for the Project in strict accordance with ARPA, the Final Rule, and this Agreement.

5. OBLIGATION AND EXPENDITURE TIMING REQUIREMENTS; REPORTING REQUIREMENTS

- A. *Timing Requirements.* Subrecipient may use Award funds to cover eligible costs incurred from March 3, 2021 to June 30, 2026, as long as the obligations are incurred by June 30, 2024 and liquidated by June 30, 2026.
- B. *Reporting Requirements.* The Subrecipient shall submit such reports and adhere to all conditions and obligations as are required by the County including, but not limited to, the SLFRF Reporting Requirements attached to this Agreement as **Exhibit B**. Such reporting requirements shall extend beyond the term of this Agreement. The County reserves the right to inspect, at any time, the Subrecipient's records that are related to the Project and/or Subrecipient's performance of this Agreement. Notwithstanding any record retention policies, Subrecipient shall maintain all documentation associated with the Project for the period required by State law or Federal law or seven (7) years, whichever is greater.

6. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

In addition to the requirements set forth in ARPA and the Final Rule, use of the Award may be subject to various other Federal, State, and Local laws including, but not limited to, the American Rescue Plan Act. Subrecipient shall comply with all applicable Federal, State, and Local laws and regulations with respect to its receipt and use of the Award pursuant to this Agreement.

7. RETURN OF FUNDS; RECOUPMENT

- A. Subrecipient shall return any Award funds not obligated by June 30, 2024 to the County. The Subrecipient must also return Award funds obligated by June 30, 2024 but not expended by June 30, 2026.
- B. If the County, the State of Utah, or Treasury determines that the Subrecipient's use of the Award does not comply with ARPA, the Final Rule, or this Agreement, the County shall provide the Subrecipient with an initial written notice of the amount subject to recoupment, along with an explanation of such amounts. Within 30 calendar days of receipt of such notice from Treasury or the County, the Subrecipient may submit to the County either (1) a request for reconsideration requesting the County seek a reconsideration of any amounts subject to recoupment under the Final Rule, or (2) written consent to the notice of recoupment.
- C. If the Subrecipient has not submitted a reconsideration request, or if the County denies the reconsideration request, the Subrecipient shall repay the amount subject to recoupment within 30 calendar days of the request for reconsideration deadline or the County's denial of the request.

8. FAILURE TO PERFORM

If Subrecipient fails to comply with any terms or conditions of this Agreement, or to provide in any manner the activities or other performance as agreed to herein, the County reserves the right to:

- A. withhold all or any part of payment pending correction of the deficiency; or
- B. suspend all or part of this Agreement.

Further, any failure to perform as required pursuant to this Agreement may subject the Subrecipient to recoupment as set forth under ARPA, SLFRF, and this Agreement. The option to withhold funds is in addition to, and not in lieu of, the County's right to terminate as provided in Section 9 below. The County may also consider performance under this Agreement when considering future awards.

9. TERMINATION

- A. *Termination for Cause.* The County may terminate this Agreement for cause if the Subrecipient fails to comply with the terms and conditions of this Agreement and any of the following conditions exist:
 - i. The lack of compliance with the provisions of this Agreement is of such scope and nature that the County deems continuation of this Agreement to be substantially non-beneficial to the public interest;

- ii. The Subrecipient has failed to take satisfactory corrective action as directed by the County or its authorized representative within the time specified by the same; or
- iii. The Subrecipient has failed within the time specified by the County or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this Agreement.

The County shall initiate termination for cause by providing notice to the Subrecipient of its intent to terminate for cause, accompanied by a written justification for the termination. After receiving the notice of termination for cause, the Subrecipient shall have 15 calendar days to cure the cause for termination. If the Subrecipient has not cured the cause for termination within 15 days of receipt of the notice, the County may pursue such remedies as are available by law, including, but not limited to, the termination of this Agreement in whole or in part, and thereupon shall notify in writing the Subrecipient of the termination, the reasons for the termination, and the effective date of the termination. Upon termination, any outstanding Award funds held by the Subrecipient are subject to recoupment by the County in accordance with ARPA, the SLFRF program, and this Agreement. Any costs resulting from obligations incurred by the Subrecipient after termination of this Agreement are not allowable and will not be reimbursed by the County unless specifically authorized in writing by the County.

- B.** *Termination for Convenience.* This Agreement may be terminated for convenience, in whole or in part, by written mutual agreement of the Parties.
- C.** *Termination for Withdrawal, Reduction, or Limitation of Funding.* In the event funding is not received from the Federal Government, or is withdrawn, reduced, modified or limited in any way after the effective date of this Agreement and prior to its normal completion, the County may summarily terminate this Agreement as to the funds not received, reduced, modified, or limited, notwithstanding any other termination provision in this Agreement. If the level of funding is reduced to such an extent that the County deems that the continuation of the Project covered by this Agreement is no longer in the best interest of the public, the County may summarily terminate this Agreement in whole notwithstanding any other termination provisions in this Agreement. Termination under this Section 9.C shall be effective upon receipt of written notice by the Subrecipient or its representative.

10. CLOSE OUT

Upon termination of this Agreement, in whole or in part for any reason, including completion of the Project, the following provisions apply:

- A.** Upon written request by the Subrecipient, and to the extent allowed by this Agreement, the County will make or arrange for payment to the Subrecipient of allowable reimbursable costs not covered by previous payments.
- B.** The Subrecipient shall submit, within 30 calendar days after the date of termination of this Agreement, all financial, performance, and other reports required by this

Agreement, and in addition, will cooperate in a Project audit by the County or its designee;

- C. Closeout of funds will not occur unless all requirements of this Agreement and Federal, State, and Local law are met and all outstanding issues with the Subrecipient have been resolved to the satisfaction of the County.
- D. Any unused Award funds in Subrecipient's possession or control shall be immediately returned to the County.

11. INDEMNIFICATION

Any Award funds which are determined by the County or Treasury to be ineligible under ARPA shall be subject to recoupment. To the greatest extent permitted by law, the Subrecipient shall indemnify and hold harmless the County, its appointed and elected officials, and its employees from any liability, loss, costs (including attorney fees), damage, or expense incurred because of actions, claims, or lawsuits for damages arising out of, or alleged to have arisen out of, the performance of this Agreement. This includes, but is not limited to, claims resulting from misuse of Award funds by the Subrecipient; from personal or bodily injury, including death; or from damage to property. This obligation exists whether or not such claims are due to the negligence of Subrecipient or its subcontractors, agents, successors, or assigns.

12. NOTICES

Any notices required to be given by the County or the Subrecipient shall be in writing and delivered to the following representatives for each party:

The County	Subrecipient
County of Weber Attn: County Comptroller 2380 Washington Blvd., Suite 320 Ogden, UT 84401 sparke@webercountyutah.gov	Powder Mountain Water and Sewer Improvement District 298 24th Street, Ste. 150 Ogden, UT 84401

13. RESERVATION OF RIGHTS

Failure to insist upon strict enforcement of any terms, covenants, or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of any right or power granted through this Agreement at any time be construed as a total and permanent waiver of such right or power.

14. FURTHER ASSURANCE

Each of the Parties shall cooperate in good faith with the other to execute and deliver such further documents, to adopt any resolutions, to take any other official action and to perform

such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this agreement.

Subrecipient shall, in good faith and to the greatest extent possible, complete the Project in accordance with the Subrecipient's proposed project timeline in the Subrecipient's application. Subrecipient acknowledges that time is of the essence, and Subrecipient shall exercise due diligence to complete the project in a timely manner.

15. ASSIGNMENT

The Subrecipient shall not assign any portion of the Award, nor responsibility for completion of the Project provided for by this Agreement, to any other party.

16. AMENDMENTS

This Agreement cannot be amended or modified except in writing, signed by both Parties.

17. VENUE AND CHOICE OF LAW

If either party to this Agreement initiates any legal or equitable action to enforce the terms of this Agreement, to declare the rights of the parties under this Agreement, or which relates to this Agreement in any manner, the County and Subrecipient agree that the proper venue for such action is the Utah Second Judicial District. This Agreement shall be governed by the laws of the State of Utah, both as to interpretation and performance.

18. SEVERABILITY

If any part of this Agreement is held by the courts to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part held to be invalid.

19. INTEGRATED DOCUMENT

This Agreement, together with all exhibits and attachments, which are incorporated by reference, constitutes the entire agreement between the Parties. There are no other agreements, written or oral, that have not been fully set forth in the text of this Agreement.

20. NO THIRD PARTY BENEFICIARY.

Nothing in this Agreement shall create or be interpreted to create any rights in or obligations in favor of any person or entity not a party to this agreement. Except for the Parties to this agreement, no person or entity is an intended third party beneficiary under this agreement.

21. HEADINGS

The section headings of this agreement are for the purposes of reference only and shall not limit or define the meaning thereof.

22. AUTHORITY TO SIGN

The persons executing this Agreement on behalf of the Subrecipient represent that they have the authority to execute this Agreement and to bind the Subrecipient to its terms.

**BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY**

By _____
Scott K. Jenkins, Chair

Date _____

ATTEST:

Weber County Clerk/Auditor

POWDER MOUNTAIN WATER AND SEWER IMPROVEMENT DISTRICT

By Robert Bekman

Date 12/15/22

ATTEST:

Carrie Zenger

EXHIBIT A: SUBRECIPIENT'S APPLICATION

Weber County ARPA Assistance Application

Please return the completed application, along with any related attachments to ARPA@webercountyutah.gov by December 31, 2021.

Policy Statement	
<p>The County's intention is to spend its first tranche of ARPA funds on infrastructure and other bricks and mortar projects that would not otherwise receive funding through existing sources. It is not intended to provide support for existing services or other ongoing programs at this time.</p>	

Project Description	
Project Title:	Pizzel Springs Redevelopment Project: Contamination control of Pizzel Spring, New Sewer Line, infiltration prevention and Sewer Lift Station
Project Location:	Powder Mountain, Eden Utah
Summary of Project:	
<p>Powder Mountain Water and Sewer District is served by an aging sewer line fed by a network of undersized and unprotected sewer lift stations. This existing system is potentially contaminating an essential watershed that feeds the Upper Ogden Valley and Weber Basin Conservancy District, serving more than 700,000 people. Pizzel Spring tested positive for e-coli and coliforms making treatment of the spring and its protection paramount. In addition to potential contamination, the existing lift stations are exposed to the extreme mountaintop weather and cannot continue to be adequately operated and maintained to prevent a catastrophic failure, resulting in raw sewage polluting the mountainside. The existing aging pipelines are subject to excessive infiltration and exfiltration. As a result of the need to redevelop and utilize Pizzel Spring and the condition of the current sewer system, the District has deemed this as an emergency that warrants immediate capital to slip line existing pipes and construct additional gravity lines to prevent the infiltration that dilutes and neutralizes our treatment process as well as prevents the exfiltration that pollutes our watershed. This project includes a lift station, temporary sewer line, capital facilities plan update and critical GIS development. Future phases of this project will culminate with a treatment facility that will further protect our water supplies, allow us to use our treated effluent, and promote further development on the mountain.</p> <p>The new system will work in conjunction with the Master Plan of surrounding entities to provide reuse water for irrigation and/or rapid infiltration of treated effluent into the Upper Ogden Valley aquifer. It is essential that the District complete the sewer system as described in order to protect critical watersheds and avoid additional potential contaminations.</p>	
Please attach any additional documents, letters of support, etc. to this application.	

Project Categories (select up to two options)			
	Housing and Homelessness		Economic Opportunities and Recovery
x	Water and Sewer		Broadband
	Public Health Impact		Other:

Project Impact
<p>Please explain why you believe this project fits within the allowable uses of ARPA funds as described in the Treasury's Interim Final Rule? Please be specific when explaining your reasoning, including direct text citations and other references from Treasury guidelines that support the justification that</p>

this project is eligible. [U.S. Treasury Interim Final Rule.](#)

The Treasury’s Interim Final Rule states, “The ARPA provides funds to State... Governments to make necessary investments in water and sewer infrastructure.” Further it states, “...the interim final rule provides these governments with wide latitude to identify investments in water and sewer infrastructure that are of the highest priority for their own communities.” As directed by the Interim Final Rule, we have aligned our project with the eligibility of the Clean Water State Revolving Fund eligibility requirements. “The types of projects eligible for CWSRF assistance include projects to construct, improve, and repair wastewater treatment plants, control non-point sources of pollution, improve resilience of infrastructure to severe weather events, create green infrastructure and protect water bodies from pollution.” [Our project addresses these eligibility requirements by controlling pollution with new pipeline, by constructing a gravity fed system that reduces energy consumption, by treating wastewater to the standards for water reuse, and by making sure the system as a whole is more resilient to the harsh climate of mountain top weather events.](#)

Will these ARPA funds be used for any ineligible uses as outlined by the U.S. Treasury, such as funding debt service, legal settlements or judgments, or deposits to rainy day funds or financial reserves?

No

Is the project located in a qualified census tract?

No

How will this project benefit those disproportionately affected by the COVID-19 pandemic and its negative impact on the economy?

[Powder Mountain sits on top of a mountain at the convergence of Weber and Cache Counties. Our Water and Sewer Improvement district services rural and remote residences as well as impacts other surrounding rural communities. Research has demonstrated that rural communities have been disproportionately affected by the pandemic \(PNAS.org and OECD.org\). This project not only addresses a basic critical need of access to proper sanitation, but it does so for a rural mountain community, already suffering from the effects of the COVID-19.](#)

[This project also addresses critical support to the economy. According to the Treasury’s Interim Final Rule, “The low pay of many essential workers makes them less able to cope with the financial consequences of the pandemic...” It defines essential workers as “those workers needed to maintain continuity of operations of essential critical infrastructure sectors...” Construction workers - especially those working on infrastructure during the pandemic - are among these essential workers spoken of in this study. As suggested in the Interim Final Rule, Powder Mountain Water and Sewer Improvement District pledges to “use strong labor standards, including project labor agreements that offer wages at or above the prevailing rate and include local hire provisions to not only promote effective and efficient delivery of high-quality infrastructure projects but also to support the economic recovery through strong employment opportunities for workers.”](#)

What are the long-term benefits of this project?

This project addresses the aging, potentially contaminating, and inefficient condition of the current Sewer system. By addressing the shortfalls of the current system and adding a Treatment facility, we will provide long term protection of the water sources as well as the entire watershed that affects the entire Upper Ogden Valley and water supplies for Weber Basin Conservancy District. The long-term environmental benefits this project will provide are innumerable. The improved and functioning Sewer system provides long term opportunities for economic growth in the form of development, tax revenues, economic return on investment, and jobs for the rural mountain community. This will provide further economic stability for our community.

In what ways could this project be considered innovative?

This project will utilize updated and efficient technology in our HDPE Fusible pipes and state of the art pump/lift stations. We will prevent infiltration during the winter runoff through our sealing of pipes and manholes and raising lids and vents to prevent the natural drainage into our system. We will also utilize innovative design in adding lift stations to make the best use of existing and new gravity lines.

How are you going to measure the intended benefits of this project?

The benefits resulting from completion of this project will be measured by analysis of:

A) Infiltration of surface water into the sanitary sewer system. This can be accomplished by measuring and recording inflow to the Sewer system and comparing these records with typical base-line flow and flow records from previous years.

B) Treated effluent will be tested to meet water quality standards.

Does this project require action based off of the National Environmental Policy Act?

No

Is the project on any local, regional or state plan?

Powder Mountain Water and Sewer Improvement District Capital Facilities Plan

Can this project be accomplished using existing funding sources or private funding? If yes, what other sources are available?

Portions of this project can be completed with District Budget funds, Bonds from the Department of Natural Resources, matching fund requests from State and County Grant programs, and private contributions.

Please list any additional ARPA or other state or local fiscal recovery funds you are requesting.

We have applied for ARPA funds through the State of Utah Grant programs but have not received funds as of the date of this application.

Project Timeline	
Anticipated start date:	December 2022
Anticipated end date:	November 2024

Please summarize the project timeline, including key milestones and when expenditures will be completed.

Design – December 2022

Approvals from the State – Spring 2023

Construction of system in phases beginning – May 2023

Completion - November 2024

Project Budget	
Amount Requested from County:	\$2,400,000
Total Project Costs:	\$14,544,000
Provide a breakout summary of the project costs:	
Phase 1	
Slip lining - \$735,000	
New Grinder/ Spring Park and Summit pass Road line - \$95,000	
Seal Manholes, Raise Lids, and Air vents - \$175,000	
New Gravity Trunk Line - \$1,050,000	
Lift Station - \$400,000	
Temporary Line - \$564,000	
CFP update - \$125,000	
GIS, Survey, & Deployment - \$150,000	
Phase 2	
New Gravity Trunk Line - \$600,000	
New Gravity Trunk Line - \$300,000	
Future New Gravity Trunk Line - \$1,500,000	
Future New Gravity Trunk Line - \$1,350,000	
Treatment Plant Facility - \$7,500,000	
What are the other sources of funding for the project, including any matching funds?	
Powder Mountain \$44,000	
Impact Fees \$2,000,000	

Developers /Development \$10,000,000

Citizenry - \$100,000 in the form of Bonds

If this project includes multiple local government entities, please describe each entity's matching amount.

N/A

How will this project be fiscally sustained after these one-time stimulus funds are exhausted?

The Stimulus funds will be used to design and construct this project. At the completion of this project, the Sewer system will be sustained with the Impact and Usage utility fees collected for the purpose of maintaining and operating the Sewer system.

Additional Questions – Answer the questions for each Project Category selected above

Housing and Homelessness

Is your project proximate to transit if located within a Metropolitan Planning Organization (MPO) boundary area?

N/A

Does your project serve individuals at 50% or below Area Median Income? (MDI)

N/A

Is your project's gross rent no greater than 30% of household income?

N/A

Does your project have a perpetual deed restriction to maintain affordability?

N/A

Does your project provide services to address homelessness such as supportive housing, or access to stable, affordable housing among unhoused individuals?

N/A

Water and Sewer

How is this project eligible under the EPA's Clean Water or Drinking Water State Revolving funds? Please be specific, using direct citations from the CWSRF or DWSRF.

Clean Water State Revolving Fund: This project is eligible under the EPA's Clean Water State Revolving fund because it meets the eligibility requirements of the following project eligibilities:

- **Construction of publicly owned treatment works**
Assistance to any municipality or inter-municipal, interstate, or state agency for construction of publicly owned treatment works (as defined in CWA section 212).

- **Nonpoint source**
Assistance to any public, private, or nonprofit entity for the implementation a state nonpoint source pollution management program, established under CWA section 319.
- **Decentralized wastewater treatment systems**
Assistance to any public, private, or nonprofit entity for the construction, repair, or replacement of decentralized wastewater treatment systems that treat municipal wastewater or domestic sewage.
- **Water conservation, efficiency, and reuse**
Assistance to any municipality or inter-municipal, interstate, or state agency for measures to reduce the demand for publicly owned treatment works capacity through water conservation, efficiency, or reuse.
- **Energy efficiency**
Assistance to any municipality or inter-municipal, interstate, or state agency for measures to reduce the energy consumption needs for publicly owned treatment works.
- **Water reuse**
Assistance to any public, private, or nonprofit entity for projects for reusing or recycling wastewater, stormwater, or subsurface drainage water.
- **Security measures at publicly owned treatment works**
Assistance to any public, private, or nonprofit entity for measures to increase the security of publicly owned treatment works.

(EPA.gov – CWSRF Project Eligibilities)

Drinking Water State Revolving fund: This project will coordinate with other entities to provide water reuse opportunities with the treated water from our Package Treatment plant. This meets the following eligibility requirements from the DWSRF:
 “Potable reuse or reuse that mitigates the need for additional potable supply” (DWSRF Handbook, 10)
 “Reclaimed wastewater effluent and water reuse infrastructure and distribution systems (aka “purple pipe”) where such infrastructure mitigates the need for additional potable supply” (DWSRF Handbook, 10)

How does your project directly help to mitigate a public health issue?

The Interim Final rule states, “By permitting funds to be used for water and sewer infrastructure needs, Congress recognized the critical role that ... services for the collection and treatment of wastewater ... play(s) in protecting public health.” Our Pizzel Springs Development Project: Contamination control of Pizzel Spring and Gravity Sewer Line Phase addresses the critical aspect of public health - proper treatment of wastewater. Without this project, contamination is potentially entering our water supply and contaminating the watershed for downstream users. For public health, proper treatment of our wastewater is imperative to ensure proper sanitation and disease prevention.

How does your project support community resilience to water, drought, climate change, etc.?

Although Powder Mountain has a no irrigation policy for our community, we recognize that rural communities around us are dependent on irrigation for farming. We are working closely with Wolf Creek Water and Sewer District and Weber Basin Conservancy district to ensure that our treated wastewater will be discharged ready to be utilized in water reuse projects further downstream. Our current system is experiencing inefficiencies due to the harsh mountain climate and the deterioration

of the infrastructure. The aging lagoons represent potential contamination and the waste of a scarce water resource that can be reused. The Package Treatment plant would replace these aging lagoons. Our new system will remedy these problems with our design of a Gravity fed system instead of the current lift station dependent system. This Gravity fed system and Package Treatment Plant will not only address the harsh climate we experience on the Mountain top, but it also is a more energy conservative approach to wastewater treatment, which lessens our Carbon Footprint and demonstrates our commitment to combating climate change.

Does your project provide a substantive water quality benefit?

During our rehabilitation of Pizzel Spring we discovered sources of potential contamination stemming from an aging wastewater system that had elements not designed to withstand the harsh mountaintop environment. This project will address those sources of contamination through an innovative gravity fed system with infiltration prevention measures such as slip lining pipes and raising lids and vents. At the culmination of this project, a Treatment facility will be added that utilizes climate appropriate technology and design and focuses on protecting the watershed and producing treated wastewater ready for reuse downstream. This would be a “substantive water quality” benefit - not only to Powder Mountain but to the entire Upper Ogden Valley Watershed.

Does your project preserve/ and or expand current water storage?

During our rehabilitation of Pizzel Spring we discovered sources of contamination potentially stemming from an aging wastewater system that had elements not designed to withstand the harsh mountaintop environment. As we complete this project, we will ensure that water sourced from the Pizzel Spring and stored in the water tanks will meet water quality standards and will increase our current water storage capacity.

How does your project integrate land use and water planning?

This project specifically targets the need for wastewater treatment resources where land use plans have been approved. This project is based off the District’s Capital Facilities Plan that is coupled to the land use projections for the area, which is directly related to the water resource limitations, treatment requirements, and watershed impact related to our location on the mountainside.

Does your project address an existing or impending water supply need?

The high altitude Pizzel spring, tested positive for e-coli and coliforms making the redevelopment of the spring and its protection paramount. The design and construction of this sewer project is critical to protecting the water supply source for Powder Mountain and the Upper Ogden Valley.

Will this project be completed in conjunction with a road project or any other infrastructure project?

Yes, this project will be completed in conjunction with the Pizzel Springs Water Source redevelopment, Pump, Pipeline and storage Project.

Broadband

How does your project serve unserved/underserved areas as defined in the Treasury’s Interim Final Rule?

N/A

Is your project located within an economically distressed area?

N/A

Does your project target last-mile gaps in network connection?
N/A
Describe the role of the private sector or other providers in relation to this project.
N/A
How does your project plan to address digital equity?
N/A
What are the planned upload / download speeds of the proposed project?
N/A
Will there be other entities or businesses involved with this project?
N/A

Public Health Impact
How does your project aid in mitigating COVID-19 cases, hospitalizations, deaths, and/or increased vaccination rates?
N/A
How does your project address (a) physical or behavioral health issue(s) exacerbated by COVID-19?
N/A
Does your project address a COVID-19 need not funded elsewhere?
N/A
Does your project target populations at higher risk of being impacted by COVID-19?
N/A

Economic Opportunities and Recovery
--

What is the amount of time that your project will need to reach full impact?
--

N/A

What is the longevity of the impact of your project?
--

N/A

How does your project create economic stabilization?
--

N/A

How does your project target areas of lowest recovery and highest impact?

N/A

Does your project aid with workforce engagement and/or retention?

N/A

How does your project align with existing state or local economic development projects or programs?

N/A

EXHIBIT B: SLFRF REPORTING REQUIREMENTS

A. Applicable Statutes, Rules, and Guidance

The statutes, rules, and regulations set forth in the Agreement apply with respect to the reporting obligations set forth herein. All terms used herein have the definitions set forth in the Agreement or, if not specified in the Agreement, as set forth in ARPA or the Final Rule. Additionally, Treasury's publication entitled the "Compliance and Reporting Guidance" ("Compliance Guidance")¹ and Treasury's "Project and Expenditure Report User Guide for State and Local Fiscal Recovery Funds" ("User Guide")² apply as noted herein. In addition, the Uniform Administrative Requirements for Federal Awards in 2 CFR Part 200 apply to the Award under this Agreement.

B. Important Concepts

i. Recipients, Subrecipients, Subawards, and Projects

The definition of "recipient" includes counties that receive a payment under section 602(b) or 603(b) of the Social Security Act. 31 CFR § 3. In this case and as set forth in the Agreement, the County is the recipient of SLFRF funds. A subrecipient includes any non-Federal entity that receives a subaward from a recipient to carry out part of a Federal program, in this case the SLFRF program. See 2 CFR § 200.93. Entities that receive a subaward from the County to carry out the SLFRF program are subrecipients, as defined in the Agreement. A "subaward" is an award of SLFRF funds provided to a subrecipient by a recipient to carry out the SLFRF program. "Projects" are defined as a group of closely related activities that are intended to meet a certain goal or directed toward a common purpose³ or "new or existing eligible government services or investments funded in whole or in part by SLFRF funding."⁴

ii. Eligible Costs Timeframe

Under this Agreement, the Subrecipient may use Award funds to cover eligible costs incurred from March 3, 2021 to June 30, 2026, as long as the obligations are incurred by June 30, 2024 and liquidated by June 30, 2026.

iii. Obligations

The Final Rule for SLFRF funds defines an obligation as "an order placed for property and services and entering into contracts, subawards, and similar transactions that require payment." 31 CFR § 35.3. The Project and Expenditure Report User Guide also includes contracts as obligations.⁵ Obligation is similarly defined as "orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period," in the Uniform Administrative Requirements for federal awards. 2

¹ United States Department of Treasury, Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds, November 15, 2021, <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>.

² United States Department of Treasury, Project and Expenditure Report User Guide, State and Local Fiscal Recovery Funds, January 24, 2022.

³ User Guide, p. 10

⁴ Compliance Guidance, p. 17

⁵ Project and Expenditure Report User Guide, State and Local Fiscal Recovery Funds, p. 12, <https://home.treasury.gov/system/files/136/Project-and-Expenditure-Report-User-Guide.pdf>

CFR § 200.1; 2 CFR § 200.71. For purposes of the Agreement, an obligation is incurred by Subrecipient when the Subrecipient enters into a contract with a contractor, service provider, or supplier with respect to and in furtherance of the Project; the Agreement between the Subrecipient and the County does not constitute an obligation for purposes of Subrecipient's compliance with the Rule.

iv. Expenditures

Reporting must be consistent with the definition of "expenditure" in 2 CFR Part 200. The Uniform Administrative Requirements for federal awards defines "expenditures" as "charges made by a non-Federal entity to a project or program for which a federal award was received." 2 CFR § 200.1; 2 CFR § 200.34. However, the definition does not clarify whether the "non-Federal entity" is the recipient or the subrecipient. According to the User Guide, an expenditure is "when the service has been rendered or the good has been delivered to the entity, and payment is due."⁶ This definition similarly does not clarify whether "the entity" is the recipient or the subrecipient. For a subrecipient, the service or goods would be delivered to the subrecipient, and then the subrecipient would ask the recipient for funds. Expenditures may be reported on a cash or accrual basis, but the methodology must be disclosed and consistently applied.⁷

For purposes of this Agreement and the Subrecipient's reporting obligations under this Agreement and Exhibit, the County will consider funds "obligated" when the Subrecipient incurs the obligation (enters into a contract with a contractor or supplier) and "expended" when payment is due to a contractor or supplier under that contract and payment is made by the Subrecipient.

C. Required Information for Project and Expenditure Reports

Since the County is required to submit quarterly or annual Project and Expenditure reports (using the **Assistance Listing Number 21.027**), the Subrecipient is required to provide the County with the necessary information on the Subrecipient's Project in a timely manner so that the County can comply with its reporting obligations under ARPA and the Final Rule. The Subrecipient shall provide necessary information to the County within 15 days of the end of each quarter to facilitate the County's filing of such reports. The County will furnish Subrecipient with forms or links to submit information for the Project and Expenditure reports.

Subrecipients **must be** registered in SAM.gov and must provide identifying and demographic information (DUNS number, Unique Entity Identifier (UIE) number, or its Taxpayer Identification number (TIN), and location) to the County in order to receive ARPA funds.

III. Civil Rights Compliance

The Treasury will request information regarding Subrecipient's compliance with Title VI of the Civil Rights Act of 1964 on an annual basis. This may include a narrative describing the Subrecipient's compliance in addition to other questions or assurances.

⁶ Project and Expenditure Report User Guide, State and Local Fiscal Recovery Funds, p. 12, <https://home.treasury.gov/system/files/136/Project-and-Expenditure-Report-User-Guide.pdf>

⁷ Compliance Guideline, p 9