APPENDICES

APPENDIX A
ALTERNATIVES: COSTS, DECISION MATRIX AND FIGURES

Alternative 2: Conventional Activated Sludge with Nutrient Removal

Tables 1 and 2 include capital costs and annual operations and maintenance costs summaries. Figure 1 is a process flow schematic of Alternative 2.

Table 1. Alternative 2 Capital Costs Summary

Cost Item	2010 Cost
Collection System Upgrades	$135,000
Replace Chalk Creek Lift Station	$392,000
Headworks & Odor Control	$535,000
Nutrient Removal Process (MLE)- Two 0.3 MGD Process Trains	$1,357,000
Clarifiers	$650,000
Return Activated Sludge Pump Station	$187,000
Ultraviolet Light Disinfection	$376,000
Tertiary Filters[1]	$0
Aerobic Digester/Sludge Holding Tank	$261,000
Sludge Dewatering	$505,000
Sludge Disposal	$214,000
Miscellaneous Site Work	$623,000
Sub-Total Construction Costs	**$5,235,000**
Contractor Mob/Demob, Ins, Bond, OH&P (15% of Sub-Total Construction)	**$785,000**
Contingencies (20% of Sub-Total Construction)	**$1,047,000**
Decommission Existing Facility	**$250,000**
Dump Truck Purchase -20 CY	**$100,000**
TOTAL CONSTRUCTION COSTS	**$7,417,000**
Engineering, Funding Support & Const. Mngt. (18% of Total Construction)	**$1,368,000**
Land Acquisition (Treatment Area (6.0 Acres at $50K/acre) + Offsite Sludge Disposal/Composting Area (2.0 acre @$25K/ac)	**$350,000**
Legal and Bonding	**$28,000**
DWQ Loan Origination Fee (1%)	**$27,000**
Refund 2001 Bond and DWQ Planning Advance	**$294,000**
TOTAL NON-CONSTRUCTION COSTS	**$2,067,000**
TOTAL PROJECT CAPITAL COSTS	**$9,484,000**

[1] The tertiary filters are included as a future cost in Chapter 6. Construction costs for filters are estimated at $561,000 and non-construction costs are $107,000, for a total project cost of $668,000.

Table 2. Operations and Maintenance Annual Costs Summary[1]

Annual Cost Item	Annual Cost
Labor (Salary & Benefits)	$94,000
Utilities/Power	$33,000
Equipment/Maintenance/Short-Lived Asset Fund	$70,000
Chemicals	$19,000
Residuals Disposal	$1,000
Sub-Total Annual O&M Costs	**$217,000**
Contingency (10%)	$22,000
TOTAL ANNUAL O&M COSTS (including asset reserve)	**$239,000**
Annual O&M $/1000 gallons @ 0.218 mgd[2]	**$3.02**
Monthly O&M $/EDU/Month @ 702 EDUs[2]	**$28.37**

1. Does not include debt service.
2. These costs are based on the estimated number of users and average annual flow in 2015 after the facility has been on-line for one year.

Alternative 3: Membrane Bioreactor

Tables 3 and 4 include capital costs and annual operations and maintenance costs summaries. Figure 2 is a process flow schematic of Alternative 3.

Table 3. Alternative 3 Capital Costs Summary

Cost Item	2010 Cost
Collection System Upgrades	$135,000
Replace Chalk Creek Lift Station	$392,000
Headworks, Odor Control & Equalization Tank	$1,050,000
MBR/Nutrient Removal Process - Two 0.3 MGD Process Trains	$2,931,000
Ultraviolet Light Disinfection	$376,000
Aerobic Digester/Sludge Holding Tank	$261,000
Sludge Dewatering	$505,000
Sludge Disposal	$214,000
Miscellaneous Site Work	$498,000
Sub-Total Construction Costs	**$6,362,000**
Contractor Mob/Demob, Ins, Bond, OH&P (15% of Sub-Total Construction)	$954,000
Contingencies (20% of Sub-Total Construction)	$1,298,000
Decommission Existing Facility	$250,000
Dump Truck Purchase -20 CY	$100,000
TOTAL CONSTRUCTION COSTS	**$8,964,000**

Engineering, Funding Support & Const. Mngt. (18% of Total Construction)	$1,676,000
Land Acquisition (Treatment Area (6.0 Acres at $50K/acre) + Offsite Sludge Disposal/Composting Area (2.0 acre @$25K/ac)	$350,000
Legal and Bonding	$34,000
DWQ Loan Origination Fee (1%)	$33,000
Refund 2001 Bond and DWQ Planning Advance	$361,000
TOTAL NON-CONSTRUCTION COSTS	**$2,454,000**
TOTAL PROJECT CAPITAL COSTS	**$11,418,000**

Table 4. Operations and Maintenance Annual Costs Summary[1]

Annual Cost Item	**Annual Cost**
Labor (Salary & Benefits)	$94,000
Utilities/Power	$72,000
Equipment/Maintenance/Short-Lived Asset Fund	$76,000
Chemicals	$21,000
Residuals Disposal	$1,000
Sub-Total Annual O&M Costs	**$264,000**
Contingency (10%)	$26,000
TOTAL ANNUAL O&M COSTS	**$290,000**
Annual O&M $/1000 gallons @ 0.218 mgd[2]	**$3.64**
Monthly O&M $/EDU/Month @ 702 EDUs[2]	**$34.43**

1. Does not include debt service.
2. These costs are based on the estimated number of users and average annual flow in 2015 after the facility has been on-line for one year.

Decision Matrix

Table 5 is the Decision Matrix of monetary and non-monetary factors.

Other Siting Alternatives

Figure 3 shows the locations of the four other potential sites as well as the Recommended Alternative, Alternative 2.

Table 5. Matrix of Monetary and Non-Monetary Factors

Matrix Evaluation Criteria	Weighting Factor[1]	Alternative 1		Alternative 2		Alternative 3	
		Rank	Score	Rank	Score	Rank	Score
Lowest Capital Costs	35%	Not Allowed per BOR, therefore not feasible		5.0	1.75	4.2	1.47
Lowest O&M Costs	15%			5.0	0.75	3.9	0.59
Easiest Expansion Potential	15%			5.0	0.75	5.0	0.75
Most Adept at Addressing Aging Infrastructure	10%			5.0	0.50	5.0	0.50
Least Odor Potential	10%			3.0	0.30	4.0	0.40
Most Aesthetically Pleasing	5%			3.0	0.15	4.0	0.20
Least Siting Challenges and Land Ownership Issues	5%			2.0	0.10	3.0	0.15
Easiest to Operate, Maintain, Repair & Replace	5%			5.0	0.25	3.0	0.15
Total	100%				4.55		4.21

[1] Weighting Factor/Importance Level (Higher Value is More Important).

[2] Cost rankings were determined based on a ratio of the alternative costs with the lowest cost scoring 5 and highest cost scoring 1.

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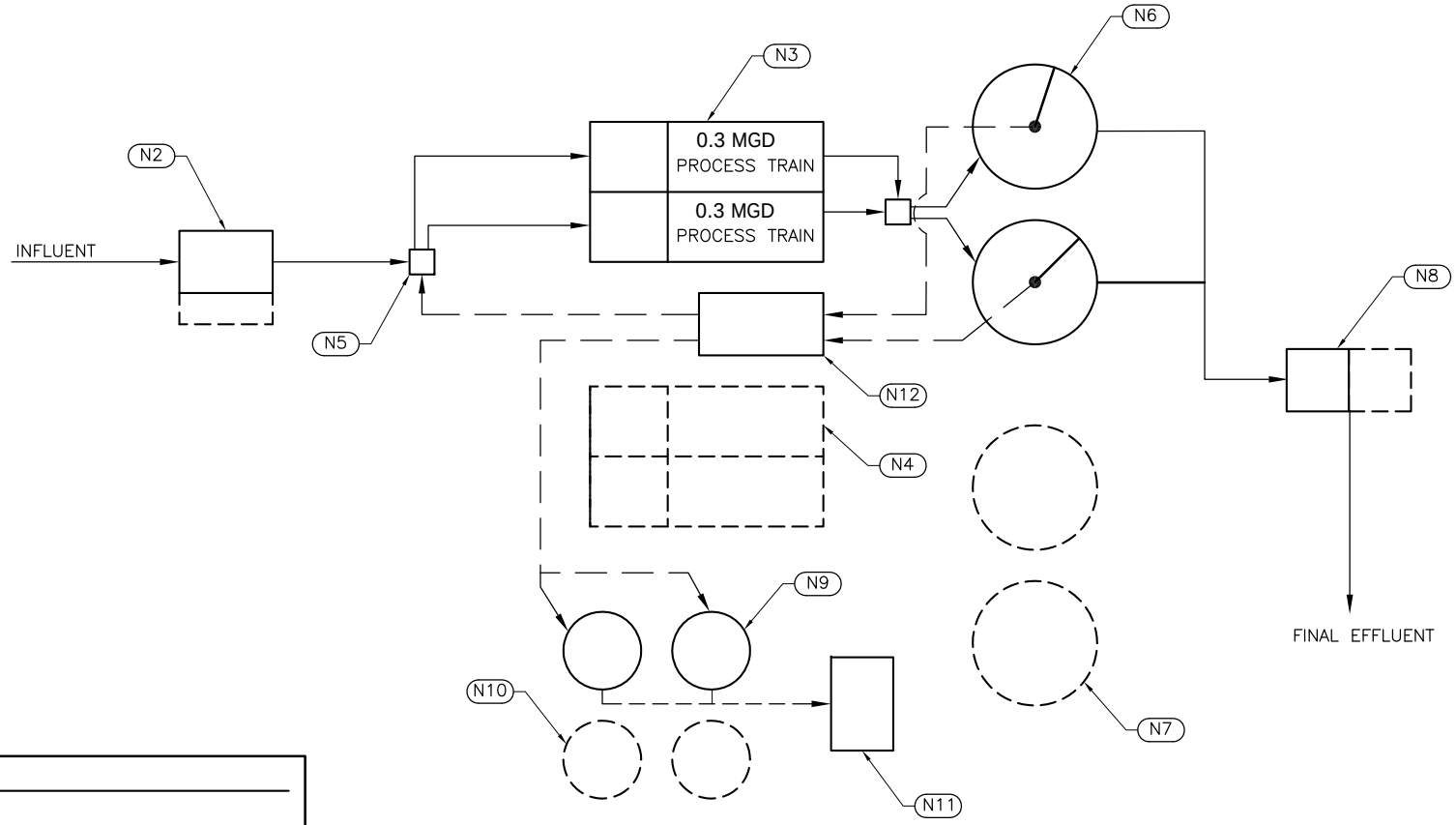

LEGEND

- N1 NOT USED
- N2 HEADWORKS BUILDING
- N3 BNR PROCESS TRAINS
- N4 FUTURE PROCESS TRAINS
- N5 SPLITTER BOX
- N6 SECONDARY CLARIFIERS
- N7 FUTURE CLARIFIERS
- N8 UV DISINFECTION AND FUTURE FILTERS
- N9 AEROBIC DIGESTERS
- N10 FUTURE AEROBIC DIGESTERS
- N11 DEWATERING BUILDING
- N12 BLOWER/RAS PUMP BUILDING
- PROCESS FLOW PATH
- SOLIDS FLOW PATH

Coalville City

ALTERNATIVE 2
CONVENTIONAL ACTIVATED SLUDGE WITH NUTIENT REMOVAL

JUB
J-U-B ENGINEERS, INC.

Figure 1

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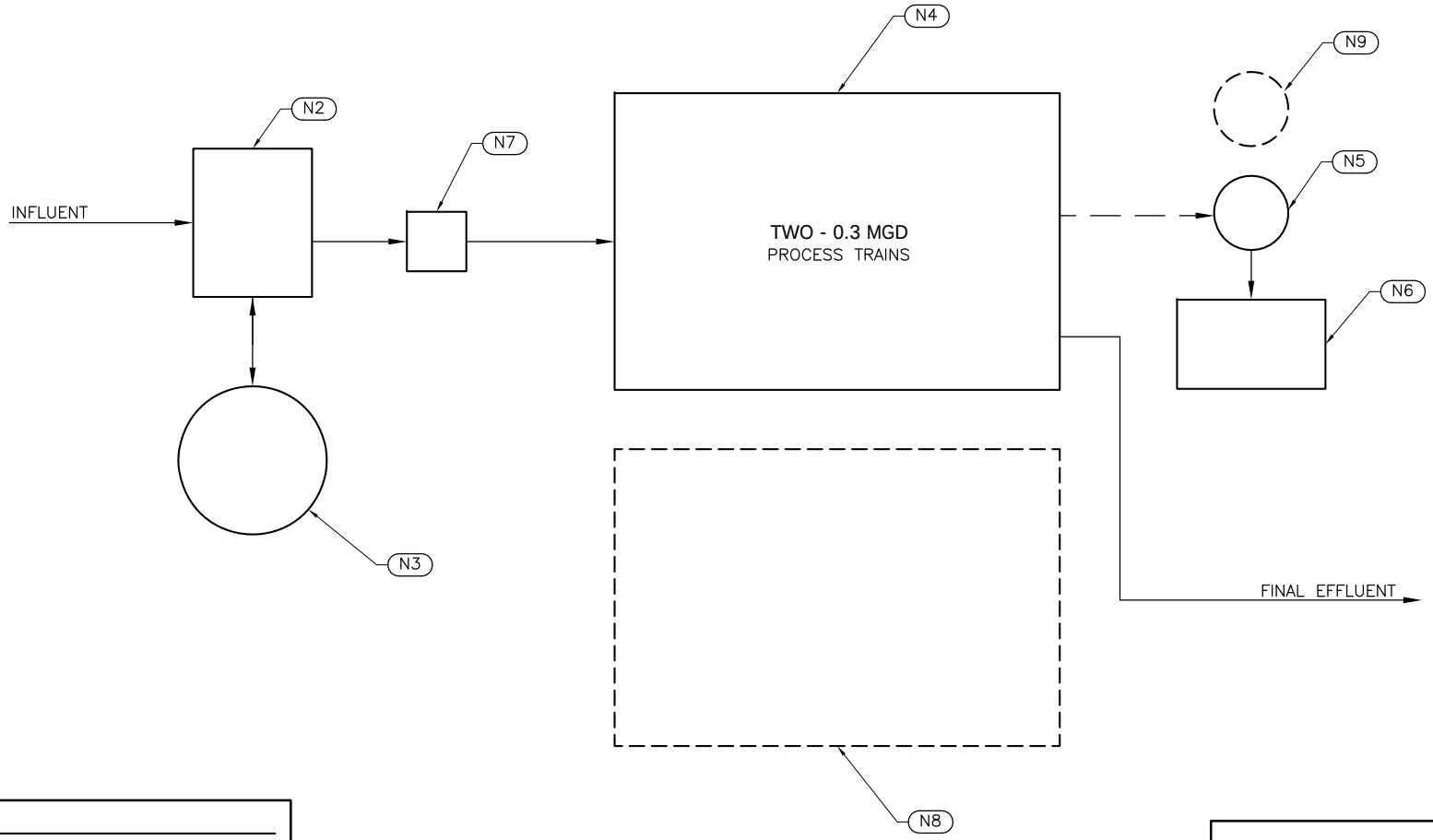


LEGEND

- N1 NOT USED
- N2 HEADWORKS BUILDING
- N3 EQUALIZATION TANK
- N4 PROCESS BUILDING (15,000 S.F.)
- N5 RESIDUALS HOLDING TANK
- N6 DEWATERING BUILDING
- N7 LIFT STATION
- N8 FUTURE PROCESS BUILDING
- N9 FUTURE RESIDUALS HOLDING TANK
- PROCESS FLOW PATH
- SOLIDS FLOW PATH

Coalville City

ALTERNATIVE 3

MEMBRANE BIOREACTOR

J-U-B ENGINEERS, INC.

Figure 2

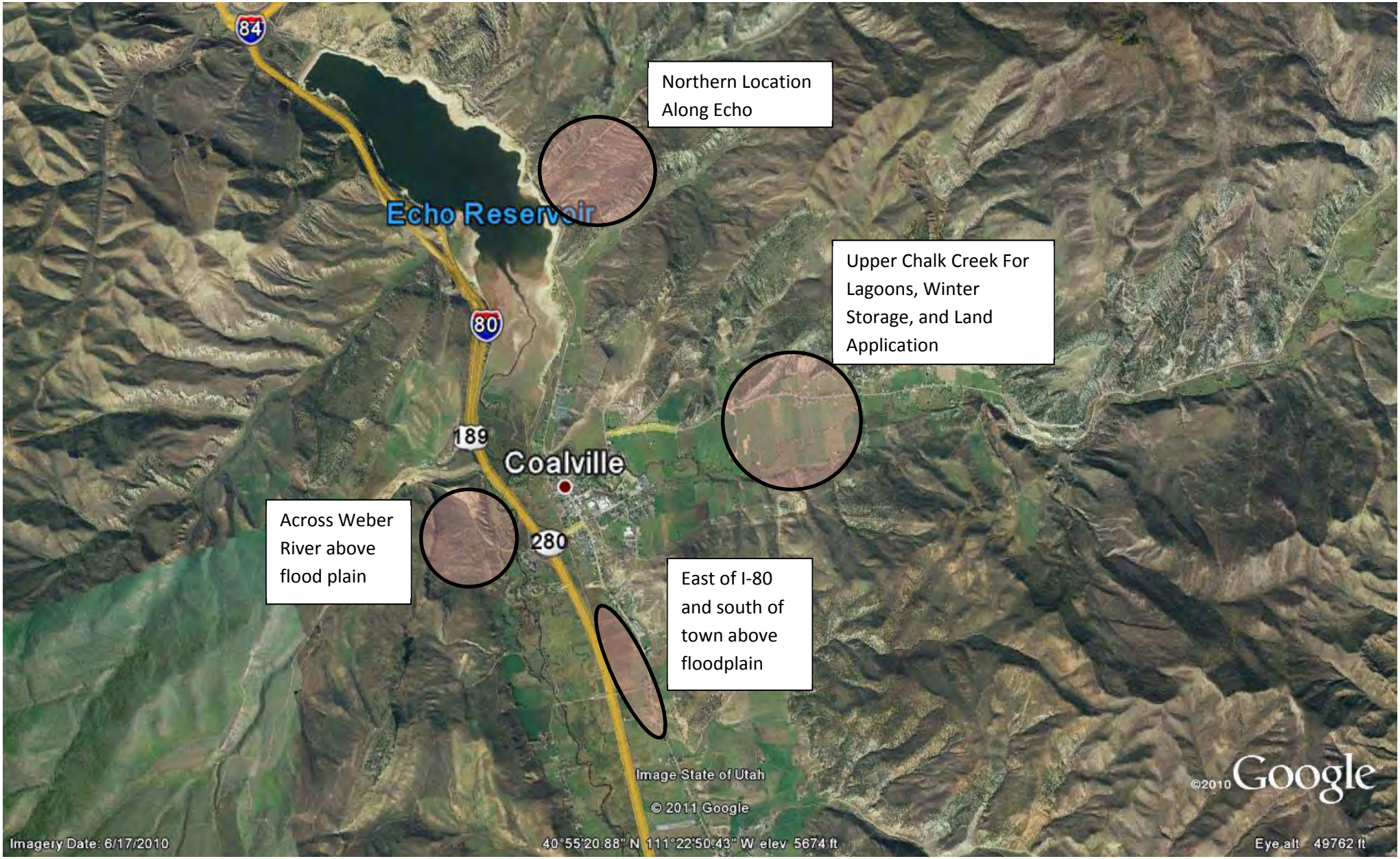


Figure 3. Other Concept Site Alternatives

APPENDIX B
UPDES PERMIT OF THE
EXISTING WASTEWATER TREATMENT FACILITY
SEPT. 1, 2009 TO AUG. 31, 2014
(PROVIDED AS A REFERENCE)

STATE OF UTAH
DIVISION OF WATER QUALITY
DEPARTMENT OF ENVIRONMENTAL QUALITY
SALT LAKE CITY, UTAH

UTAH POLLUTANT DISCHARGE ELIMINATION SYSTEM (UPDES) PERMITS

Minor Municipal Permit No. **UT0021288**

Biosolids Permit No. **UTL0021288**

In compliance with provisions of the Utah *Water Quality Act, Title 19, Chapter 5, Utah Code Annotated ("UCA") 1953, as amended* (the *"Act"*),

COALVILLE CITY

is hereby authorized to discharge from its wastewater treatment facility to receiving waters named CHALK CREEK,

and to dispose of biosolids,

in accordance with specific limitations, outfalls, and other conditions set forth herein.

This permit shall become effective on September 1, 2009.

This permit expires at midnight on August 31, 2014.

Signed this 26th day of August, 2009.

_____
Walter L. Baker, P.E.
Executive Secretary
Utah Water Quality Board

Table of Contents

I. DISCHARGE LIMITATIONS AND REPORTING REQUIREMENTS

A. Description of Discharge Point. The authorization to discharge wastewater provided under this part is limited to those outfalls specifically designated below as discharge locations. Discharges at any location not authorized under a UPDES permit are violations of the *Act* and may be subject to penalties under the *Act*. Knowingly discharging from an unauthorized location or failing to report an unauthorized discharge may be subject to criminal penalties as provided under the *Act*.

Outfall Number	Location of Discharge Outfall
001	The plant and discharge are on the Northeast side of Coalville City on the North side of Chalk Creek, at approximate latitude 40° 55' 13" and longitude 111° 24' 09". The 10" concrete pipe discharges to a ditch, approximately 50 feet long, which flows directly into Chalk Creek immediately above its junction with the Weber River and Echo Reservoir.

B. Narrative Standard. It shall be unlawful, and a violation of this permit, for the permittee to discharge or place any waste or other substance in such a way as will be or may become offensive such as unnatural deposits, floating debris, oil, scum, or other nuisances such as color, odor or taste, or cause conditions which produce undesirable aquatic life or which produce objectionable tastes in edible aquatic organisms; or result in concentrations or combinations of substances which produce undesirable physiological responses in desirable resident fish, or other desirable aquatic life, or undesirable human health effects, as determined by a bioassay or other tests performed in accordance with standard procedures.

C. Specific Limitations and Self-Monitoring Requirements.

1. Effective immediately and lasting the duration of this permit, the permittee is authorized to discharge from Outfall 001. Such discharges shall be limited and monitored by the permittee as specified below:

Parameter	Effluent Limitations a/			
	Maximum Monthly Avg	Maximum Weekly Avg	Daily Minimum	Daily Maximum
Flow, MGD	0.60	NA	NA	NA
BOD_5, mg/L BOD_5 Min. % Removal	25 85	35 NA	NA NA	NA NA
TSS, mg/L TSS Min. % Removal	25 85	35 NA	NA NA	NA NA
E-Coli, No./100mL	126	158	NA	NA
Dissolved Oxygen, mg/L	NA	NA	5.0	NA
Oil & Grease, mg/L	NA	NA	NA	10

pH, Standard Units	NA	NA	6.5	9.0

NA – Not Applicable

Self-Monitoring and Reporting Requirements a/			
Parameter	Frequency	Sample Type	Units
Total Flow b/ c/	Continuous	Recorder	MGD
BOD_5, Influent d/ Effluent	2 x monthly 2 x monthly	Grab Grab	mg/L mg/L
TSS, Influent d/ Effluent	2 x monthly 2 x monthly	Grab Grab	mg/L mg/L
E-Coli	2 x monthy	Grab	No./100mL
Oil & Grease	When Sheen Observed	Grab	mg/L
pH	2 x monthly	Grab	SU
Total Phosphorus	Monthly	Grab	mg/L
Total Nitrogen	Monthly	Grab	mg/L

a/ See Definitions, *Part VII*, for definition of terms.

b/ Flow measurements of influent/effluent volume shall be made in such a manner that the permittee can affirmatively demonstrate that representative values are being obtained.

c/ If the rate of discharge is controlled, the rate and duration of discharge shall be reported.

d/ In addition to monitoring the final discharge, influent samples shall be taken and analyzed for this constituent at the same frequency as required for this constituent in the discharge.

D. Reporting of Wastewater Monitoring Results. Monitoring results obtained during the previous month shall be summarized for each month and reported on a Discharge Monitoring Report Form (EPA No. 3320-1), post-marked no later than the 28th day of the month following the completed reporting period. The first report is due on October 28, 2009. If no discharge occurs during the reporting period, "no discharge" shall be reported. Legible copies of these, and all other reports including whole effluent toxicity (WET) test reports required herein, shall be signed and certified in accordance with the requirements of *Signatory Requirements (see Part VI.G)*, and submitted to the Division of Water Quality at the following address:

Department of Environmental Quality
Division of Water Quality
288 North 1460 West
PO Box 144870
Salt Lake City, Utah 84114-4870

II. INDUSTRIAL PRETREATMENT PROGRAM

A. Pretreatment Reporting Requirements.

1. Because the design capacity of this municipal wastewater treatment facility is less than 5 MGD, the permittee will not be required to develop a State-approved industrial pretreatment program at this time. However, in order to determine if development of an industrial pretreatment program is warranted, the permittee shall conduct an **industrial waste survey**, as described in *Part II.B.1*, and submit it to the Division of Water Quality within **sixty (60) calendar days** of the effective date of this permit.

B. Industrial Wastes.

1. The "Industrial Waste Survey" as required by *Part II.A.1*. consists of; identifying each significant industrial user (SIU), determination of the qualitative and quantitative characteristics of each discharge, and appropriate production data. A (SIU) is defined as an industrial user discharging to a publicly-owned treatment works (POTW) that satisfies any of the following: (1) has a process wastewater flow of 25,000 gallons or more per average work day; (2) has a flow greater than five percent of the flow carried by the municipal system receiving the waste; (3) is subject to Categorical Pretreatment Standards, or (4) has a reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement.

2. The permittee must notify the Executive Secretary of any new introductions by new or existing SIUs or any substantial change in pollutants from any major industrial source. Such notice must contain the information described in 1. above and be forwarded no later than sixty (60) days following the introduction or change.

3. Pretreatment Standards (*40 CFR 403.5*) developed pursuant to *Section 307* of *The Water Quality Act of 1987* require that under no circumstances shall the permittee allow introduction of the following pollutants into the waste treatment system from any source of non-domestic discharge:

   a. Pollutants which create a fire or explosion hazard in the publicly owned treatment works (POTW), including, but not limited to, wastestreams with a closed cup flashpoint of less than 140˚F (60˚C);

   b. Pollutants, which will cause corrosive structural damage to the POTW, but in no case, discharges with a pH lower than 5.0;

   c. Solid or viscous pollutants in amounts which will cause obstruction to the flow in the POTW resulting in interference;

d. Any pollutant, including oxygen demanding pollutants (BOD, etc.) released in a discharge at such volume or strength as to cause interference in the POTW;

e. Heat in amounts, which will inhibit biological activity in the POTW, resulting in interference, but in no case, heat in such quantities that the influent to the sewage treatment works exceeds 104˚F (40˚C);

f. Petroleum oil, nonbiodegradable cutting oil, or products of mineral oil origin in amounts that will cause interference or pass through;

g. Pollutants which result in the presence of toxic gases, vapor, or fumes within the POTW in a quantity that may cause worker health or safety problems; or,

h. Any trucked or hauled pollutants, except at discharge points designated by the POTW.

i. Any pollutant that causes pass through or interference at the POTW.

4. In addition to the general and specific limitations expressed above, more specific pretreatment limitations have been and will be promulgated for specific industrial categories under *Section 307* of *the Water Quality Act of 1987 as amended (WQA). (See 40 CFR, Subchapter N, Parts 400* through *500*, for specific information).

5. The permittee shall provide adequate notice to the Executive Secretary and the Division of Water Quality Industrial Pretreatment Coordinator of;

   a. Any new introduction of pollutants into the treatment works from an indirect discharger (i.e., industrial user) which would be subject to *Sections 301* or *306* of the *WQA* if it were directly discharging those pollutants;

   b. Any substantial change in the volume or character of pollutants being introduced into the treatment works by a source introducing pollutants into the treatment works at the time of issuance of the permit; and

   c. For the purposes of this section, adequate notice shall include information on:

      (1) The quality and quantity of effluent to be introduced into such treatment works; and,

      (2) Any anticipated impact of the change on the quantity or quality of effluent to be discharged from such publicly owned treatment works.

6. At such time as a specific pretreatment limitation becomes applicable to an industrial user of the permittee, the Executive Secretary may, as appropriate, do the following:

a. Amend the permittee's UPDES discharge permit to specify the additional pollutant(s) and corresponding effluent limitation(s) consistent with the applicable national pretreatment limitation;

b. Require the permittee to specify, by ordinance, contract, or other enforceable means, the type of pollutant(s) and the maximum amount which may be discharged to the permittee's facility for treatment. Such requirement shall be imposed in a manner consistent with the POTW program development requirements of the *General Pretreatment Regulations* at *40 CFR 403*; and/or,

c. Require the permittee to monitor its discharge for any pollutant, which may likely be discharged from the permittee's facility, should the industrial user fail to properly pretreat its waste.

7. The Executive Secretary retains, at all times, the right to take legal action against the industrial user and/or the treatment works, in those cases where a permit violation has occurred because of the failure of an industrial user to discharge at an acceptable level. If the permittee has failed to properly delineate maximum acceptable industrial contributor levels, the Executive Secretary will look primarily to the permittee as the responsible party.

8. If local limits are developed per R317-8-8.5(4)(b) to protect the POTW from passthrough or interference, then the POTW must submit limits to DWQ for review and public notice R317-8-8.5(4)(c).

III. BIOSOLIDS PERMIT, SPECIFIC LIMITATIONS AND MONITORING REQUIREMENTS

A. Description of Biosolids Treatment and Disposal

1. Treatment for Class A Standards.

Composted biosolids produced at the CWWTP for sale or giveaway to the public are formed into windrows, turned at least five times during a five day period, and maintained with a temperature of at least 131°F (55°C) for at least 15 days.

2. Treatment for Class B Standards.

Composted biosolids produced at the CWWTP for final cover are formed into windrows approximately 5-9 feet high and approximately 12-15 feet wide, and maintained at a temperature 104° F (40 ^{o}C) for a period of at least five days. During the five day period, the temperature must exceed 131°F (55°C) for at least four hours.

3. Biosolids Beneficial Use and Disposal Methods.

a. Class A biosolids are sold or given away to the public.

b. Class B biosolids are used for agriculture or reclamation purposes.

c. Biosolids not meeting Class A or Class B standards are land filled.

For any biosolids that are land filled, the requirements of *Utah Administrative Code CWWTP15-301-5* and *Section 2.12* of the latest version of the *EPA Region VIII Biosolids Management Handbook* must be followed.

4. Changes in Treatment Systems and Disposal Practices.

Should CWWTP change their disposal methods or the biosolids generation and handling processes of the site, CWWTP must notify the Executive Secretary at least 180 days in advance. These changes include, but not limited to, methodology, testing, the addition or removal of any biosolids treatment equipment (e.g., machinery, drying beds, etc.) and/or any other change that may affect the quality of the biosolids or require a major modification of the permit.

B. Specific Limitations and Self-Monitoring Requirements

All biosolids generated by this facility that are land applied shall meet the requirements of *Part III.B.1, 2, 3, and 4* listed below.

1. Metals Limitations

Class A Requirements
If the biosolids are to be applied to a lawn or home garden, the biosolids shall meet the maximum heavy metals in Table 1 and the monthly average pollutant concentrations in Table 3.

If the biosolids do not meet these requirements, the biosolids cannot be sold or given away for application to a lawn or home garden.

Class B Requirements
If the biosolids are to be land applied to agricultural land, forest land, a public contact site or a reclamation site it must meet at all times:

The maximum heavy metals listed in Table 1 and the heavy metals loading rates In Table 2; or

The maximum heavy metals in Table 1 and the monthly heavy metals concentrations in Table 3.

If the biosolids do not meet these requirements they cannot be land applied.

NOTE: If the biosolids exceed Table 3 values for any parameter that are land applied to a site, that site thereafter is subject to the heavy metals loading rates in Table 2. Records for those sites are to be retained in perpetuity.

Tables 1, 2, and 3 of Heavy Metal Limitations

Heavy Metals	Table 1	Table 2	Table 3
All heavy metals concentrations shall be measured and reported	Daily Maximum mg/Kg a/b/c/	Cumulative Loading Rate Kg/Ha a/	Monthly Average Concentration mg/Kg a/c/ d/
Total Arsenic	75	41	41
Total Cadmium	85	39	39
Total Copper	4300	1500	1500
Total Lead	840	300	300
Total Mercury	57	17	17
Total Molybdenum	75	N/A	N/A
Total Nickel	420	420	420
Total Selenium	100	100	100
Total Zinc	7500	2800	2800

a/ See Part V. for definition of terms.

b/ The limitations represent the maximum allowable levels of heavy metals in any biosolids intended for land application.

c/ Any violation of these limitations shall be reported in accordance with the requirements of Part II.G.1. of this permit.

d/ These limitations represent the maximum allowable levels of heavy metals based on an average of all samples taken during a 30-day period.

2. Pathogen Limitations

Class A Requirements

If the biosolids are to be sold or given away in a bag or a similar container for application to home lawns and gardens, the biosolids shall meet the requirements of Table 1, below. If the biosolids do not meet these requirements, the biosolids cannot be sold or given away.

Class A Pathogen Reduction Requirements a/

Table 1

Fecal Coliform or *Salmonella* Limits		The process to further reduce pathogens will be met by:
Salmonella shall be <3 MPN/4g of total solids OR Fecal Coliform shall be < 1000 MPN/g of total solids b/	**AND**	Composting using the windrow method, the temperature of the biosolids is maintained at, at least 55° C (131°F) or higher for at least 15 days or longer, with a minimum of 5 turnings of the windrows during the 15 days. a/ OR Composting using the static aerated pile method, the temperature of the biosolids is maintained at, at least 55° C (131°F) or higher for at least 3 days or longer. a/

a/ There are additional pathogen reduction and vector attraction reduction alternatives available in *40 CFR 503.32* and *40 CFR 503.33.* If the permittee intends to use one of these alternatives the Executive Secretary and the EPA must be informed at least 30 days prior to its use. This change may be made without additional public notice.

b/ Based on a geometric mean of a minimum of seven (7) samples of biosolids collected over a two week period (or as approved by the Executive Secretary in your sampling and analysis plan).

Class B Requirements

If the biosolids are to be used for final landfill cover the biosolids shall meet Class B pathogen requirements as described below. If the biosolids do not meet Class B pathogen requirements, the biosolids cannot be land applied as final cover.

Class B Pathogen Requirements a/
Table 2

Fecal Coliform shall be less than 2,000,000 most probable number per gram of total solids. b/	**OR**	Using the windrow method of composting, the temperature of the windrows is maintained at 40° C (104°F) or higher for 15 days or longer, with a minimum of 5 turnings of the windrows during the 15 days a/.

a/ There are additional pathogen reduction and vector attraction reduction alternatives available in *40 CFR 503.32* and *40 CFR 503.33.* If the permittee intends to use one of these alternatives the Executive Secretary and the EPA must be informed at least 30 days prior to its use. This change may be made without additional public notice.

b/ Based on a geometric mean of a minimum of seven (7) samples of biosolids collected over a two week period (or as approved by the Executive Secretary in your sampling and analysis plan).

3. Vector Attraction Reduction Requirements a/

Vector attraction reduction will be met through the windrow method of composting. The composted biosolids need to be treated for at least 14 days at a temperature of at least 40° C (104° F) for at least 14 days with an average temperature of over 45° C (113° F).

a/ There are additional pathogen reduction and vector attraction reduction alternatives available in *40 CFR 503.32* and *40 CFR 503.33.* If the permittee intends to use one of these alternatives the Executive Secretary and the EPA must be informed at least 30 days prior to its use. This change may be made without additional public notice.

4. Self-Monitoring Requirements

At a minimum, upon the effective date of this permit, all metals, pathogens and applicable vector attraction reduction requirements shall be monitored according to *40 CFR 503.16.*

A. Minimum Frequency of Monitoring (Dry Metric Tons (DMT))	
Amount of Biosolids Disposed Per Year	B. Monitoring Frequency
> 0 to < 290 DMT	C. Once Per Year

> 290 to < 1,500 DMT	D. Four Times Per Year
> 1,500 to < 15,000 DMT	E. Six Times Per Year
> 15,000 DMT	F. Twelve Times Per Year

C. Special Conditions on Biosolids Storage

Permanent storage of biosolids is prohibited. Biosolids shall not be temporarily stored for more than two years. Written permission to store biosolids for more than two years must be obtained from the Executive Secretary. Storage of biosolids for more than two years will be allowed only if it is determined that significant treatment is occurring.

D. Management Practices for Application of Biosolids to Land

For biosolids that are sold or given away, an information sheet shall be provided to the person who receives the biosolids. The label or information sheet shall contain:

1. The name and address of the person who prepared the biosolids for sale or give away for application to the land.

2. A statement that prohibits the application of the biosolids to the land except in accordance with the instructions on the label or information.

E. Monitoring and Reporting Requirements Specific to Biosolids

1. Representative Sampling. Biosolids samples used to measure compliance with Part II of this Permit shall be collected at locations representative of the quality of biosolids generated at the treatment works and immediately prior to land application.

2. Monitoring Procedures. Monitoring must be conducted according to test procedures approved under *40 CFR Part 503* unless other test procedures have been specified in this permit.

3. Penalties for Tampering. The *Act* provides that any person who falsifies, tampers with, or knowingly renders inaccurate, any monitoring device or method required to be maintained under this permit shall, upon conviction, be punished by a fine of not more than $10,000 per violation, or by imprisonment for not more than six months per violation, or by both.

4. Reporting of Monitoring Results. CWWTP shall provide the results of all monitoring performed in accordance with Part I.B.4., and information on management practices, land application sites, site restrictions and certifications shall be provided no later than February 19 of each year. Each report is for the previous calendar year. If no biosolids were applied

to the land during the reporting period, "no biosolids were applied" shall be reported. Legible copies of these, and all other reports required herein, shall be signed and certified in accordance with the Signatory Requirements (see Part IV.G.), and submitted to the Utah Division of Water Quality and the EPA at the following addresses:

Original to: Biosolids Coordinator
Utah Division of Water Quality
P. O. Box 144870
Salt Lake City Utah, 84114-4870

Copy to: Biosolids Coordinator, 8P-W-P
U. S. Environmental Protection Agency
Region VIII
1595 Wynkoop Street
Denver, Colorado 80202-1129

5. Additional Monitoring by the Permittee. If CWWTP monitors any pollutant more frequently than required by this permit, using test procedures approved under *40 CFR 503* or as specified in this permit, the results of this monitoring shall be included in the calculation and reporting of the data submitted on the Biosolids Report form. Such increased frequency shall also be indicated.

6. Record Keeping

a. If so notified by the Executive Secretary CWWTP may be required to add additional record keeping if information provided indicates that this is necessary to protect public health and the environment.

b. If any metal from Table 3 increases to the point where the biosolids no longer meet the limits in Table 3, additional record keeping from *40 CFR 503.17* is required.

c. CWWTP is required to keep the following information for at least 5 years:

1. Concentration of each heavy metal in Table 3 (Part I.B.1.).

2. A description of how the pathogen reduction requirements in Part I.B.2. were met.

3. A description of how the vector attraction reduction requirements in Part I. B. 3. were met.

4. A description of how the management practices in Part I.D. were met (if necessary).

5. The following certification statement:

   "I certify under the penalty of law, that the heavy metals requirements in Part I.B.1., the pathogen requirements in Part I.B.2., the vector attraction requirements in Part I.B.3., the management practices in Part I.D., (if necessary) have been met. This determination has been made under my direction and supervision in accordance with the system designed to assure that qualified personnel properly gather and evaluate the information used to determine that the pathogen requirements, the vector attraction reduction requirements, the management practices and the site restrictions have been met. I am aware that there are significant penalties for false certification including the possibility of imprisonment."

d. Records of monitoring information shall include:

   1. The date, exact place, and time of sampling or measurements;

   2. The initials or name(s) of the individual(s) who performed the sampling or measurements;

   3. The date(s) analyses were performed;

   4. The time(s) analyses were initiated;

   5. The initials or name(s) of individual(s) who performed the analyses;

   6. References and written procedures, when available, for the analytical techniques or methods used; and,

   7. The results of such analyses, including the bench sheets, instrument readouts, computer disks or tapes, etc., used to determine these results.

e. CWWTP shall retain records of all monitoring information, including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation, copies of all reports required by this permit and records of all data used to complete the application for this permit for the life of the permit. Data collected on site, copies of Biosolids Report forms, and a copy of this UPDES biosolids-only permit must be maintained on site during the duration of activity at the permitted location.

7. <u>Twenty-four Hour Notice of Noncompliance Reporting</u>.

a. CWWTP shall report any noncompliance including transportation accidents, spills, and uncontrolled runoff from biosolids transfer or land application sites which may seriously endanger health or the environment as soon as possible, but no later than 24 hours from the time CWWTP first became aware of the circumstances. The report shall be made to the Division of Water Quality at (801) 538-6146 or (801) 536-4123 (24-hour answering machine).

b. A written submission shall also be provided within five days of the time that CWWTP becomes aware of the circumstances. The written submission shall contain:

1. A description of the noncompliance and its cause;

2. The period of noncompliance, including exact dates and times;

3. The estimated time noncompliance is expected to continue if it has not been corrected; and,

4. Steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance.

c. The Executive Secretary may waive the written report on a case-by-case basis if the oral report has been received within 24 hours by the Division of Water Quality, by phone, at (801) 538-6146.

d. Reports shall be submitted to the addresses in Part II.D., Reporting of Monitoring Results.

8. Other Noncompliance Reporting. Instances of noncompliance not required to be reported within 24 hours shall be reported at the time that monitoring reports for Part II.D. are submitted. The reports shall contain the information listed in Part II.F.3.

9. Inspection and Entry. CWWTP shall allow the Executive Secretary, or authorized representative, upon the presentation of credentials and other documents as may be required by law, to:

a. Enter upon CWWTP's premises where a regulated facility or activity is located or conducted, or where records must be kept under the conditions of this permit;

b. Have access to and copy, at reasonable times, any records that must be kept under the conditions of this permit;

c. Inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this permit, including, but not limited

to, biosolids treatment, collection, storage facilities or area, transport vehicles and containers, and land application sites; and,

d. Sample or monitor at reasonable times, for the purpose of assuring permit compliance or as otherwise authorized by the Act, any substances or parameters at any location, including, but not limited to, digested biosolids before dewatering, dewatered biosolids, biosolids transfer or staging areas, any ground or surface waters at the land application sites, or biosolids, soils, or vegetation on the land application sites.

e.CWWTP shall make the necessary arrangements with the landowner or leaseholder to obtain permission or clearance, for the Executive Secretary, or authorized representative, upon the presentation of credentials and other documents as may be required by law, to be permitted to enter without delay for the purposes of performing their responsibilities.

IV. MONITORING, RECORDING & GENERAL REPORTING REQUIREMENTS

A. Representative Sampling. Samples taken in compliance with the monitoring requirements established under *Part I* shall be collected from the effluent stream prior to discharge into the receiving waters. Samples and measurements shall be representative of the volume and nature of the monitored discharge. Samples of biosolids shall be collected at a location representative of the quality of biosolids immediately prior to the use-disposal practice.

B. Monitoring Procedures. Monitoring must be conducted according to test procedures approved under *Utah Administrative Code ("UAC") R317-2-10 and 40CFR Part 503*, unless other test procedures have been specified in this permit.

C. Penalties for Tampering. The *Act* provides that any person who falsifies, tampers with, or knowingly renders inaccurate, any monitoring device or method required to be maintained under this permit shall, upon conviction, be punished by a fine of not more than $10,000 per violation, or by imprisonment for not more than six months per violation, or by both.

D. Compliance Schedules. Reports of compliance or noncompliance with, or any progress reports on, interim and final requirements contained in any Compliance Schedule of this permit shall be submitted no later than 14 days following each schedule date.

E. Additional Monitoring by the Permittee. If the permittee monitors any parameter more frequently than required by this permit, using test procedures approved under *UAC R317-2-10* and *40 CFR 503* or as specified in this permit, the results of this monitoring shall be included in the calculation and reporting of the data submitted in the DMR or the Biosolids Report Form. Such increased frequency shall also be indicated. Only those parameters required by the permit need to be reported.

F. Records Contents. Records of monitoring information shall include:

i. The date, exact place, and time of sampling or measurements:
ii. The individual(s) who performed the sampling or measurements;
iii. The date(s) and time(s) analyses were performed;
iv. The individual(s) who performed the analyses;
v. The analytical techniques or methods used; and,
vi. The results of such analyses.

G. Retention of Records. The permittee shall retain records of all monitoring information, including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation, copies of all reports required by this permit, and records of all data used to complete the application for this permit, for a period of at least five years from the date of the sample, measurement, report or application. This period may be extended by request of the Executive Secretary at any time. A copy of this UPDES permit must be maintained on site during the duration of activity at the permitted location

H. Twenty-four Hour Notice of Noncompliance Reporting.

1. The permittee shall (orally) report any noncompliance including transportation accidents, spills, and uncontrolled runoff from biosolids transfer or land application sites which may seriously endanger health or environment, as soon as possible, but no later than twenty-four (24) hours from the time the permittee first became aware of circumstances. The report shall be made to the Division of Water Quality, (801) 538-6146, or 24-hour answering service (801) 536-4123.

2. The following occurrences of noncompliance shall be reported by telephone (801) 536-4123 as soon as possible but no later than 24 hours from the time the permittee becomes aware of the circumstances:

   a) Any noncompliance which may endanger health or the environment;

   b) Any unanticipated bypass, which exceeds any effluent limitation in the permit (See *Part V.G, Bypass of Treatment Facilities.)*;

   c) Any upset which exceeds any effluent limitation in the permit (See *Part V.H*, *Upset Conditions*.);

   d) Violation of a maximum daily discharge limitation for any of the pollutants listed in the permit; or,

   e) Violation of any of the Table 3 metals limits, the pathogen limits, the vector attraction reduction limits or the management practices for biosolids that have been sold or given away.

3. A written submission shall also be provided within five days of the time that the permittee becomes aware of the circumstances. The written submission shall contain:

   a) A description of the noncompliance and its cause;

   b) The period of noncompliance, including exact dates and times;

   c) The estimated time noncompliance is expected to continue if it has not been corrected;

   d) Steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance; and,

   e) Steps taken, if any, to mitigate the adverse impacts on the environment and human health during the noncompliance period.

4. The Executive Secretary may waive the written report on a case-by-case basis if the oral report has been received within 24 hours by the Division of Water Quality, (801) 538-6146.

5. Reports shall be submitted to the addresses in *Part I.D*, *Reporting of Monitoring Results*.

I. Other Noncompliance Reporting. Instances of noncompliance not required to be reported within 24 hours shall be reported at the time that monitoring reports for *Part I.D* are submitted. The reports shall contain the information listed in *Part IV.H.3*

J. Inspection and Entry The permittee shall allow the Executive Secretary, or an authorized representative, upon the presentation of credentials and other documents as may be required by law, to:

a) Enter upon the permittee's premises where a regulated facility or activity is located or conducted, or where records must be kept under the conditions of the permit;

b) Have access to and copy, at reasonable times, any records that must be kept under the conditions of this permit;

c) Inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this permit, including but not limited to, biosolids treatment, collection, storage facilities or area, transport vehicles and containers, and land application sites;

d) Sample or monitor at reasonable times, for the purpose of assuring permit compliance or as otherwise authorized by the *Act*, any substances or parameters at any location, including, but not limited to, digested biosolids before dewatering, dewatered biosolids, biosolids transfer or staging areas, any ground or surface waters at the land application sites or biosolids, soils, or vegetation on the land application sites; and,

e) The permittee shall make the necessary arrangements with the landowner or leaseholder to obtain permission or clearance, the Executive Secretary, or authorized representative, upon the presentation of credentials and other documents as may be required by law, will be permitted to enter without delay for the purposes of performing their responsibilities.

V. COMPLIANCE RESPONSIBILITIES

A. Duty to Comply. The permittee must comply with all conditions of this permit. Any permit noncompliance constitutes a violation of the Act and is grounds for enforcement action; for permit termination, revocation and reissuance, or modification; or for denial of a permit renewal application. The permittee shall give advance notice to the Executive Secretary of any planned changes in the permitted facility or activity, which may result in noncompliance with permit requirements.

B. Penalties for Violations of Permit Conditions. The *Act* provides that any person who violates a permit condition implementing provisions of the *Act* is subject to a civil penalty not to exceed $10,000 per day of such violation. Any person who willfully or negligently violates permit conditions or the Act is subject to a fine not exceeding $25,000 per day of violation. Any person convicted under *UCA 19-5-115(2)* a second time shall be punished by a fine not exceeding $50,000 per day. Except as provided at *Part IV.G*, *Bypass of Treatment Facilities* and *Part IV.H*, *Upset Conditions*, nothing in this permit shall be construed to relieve the permittee of the civil or criminal penalties for noncompliance.

C. Need to Halt or Reduce Activity not a Defense. It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.

D. Duty to Mitigate. The permittee shall take all reasonable steps to minimize or prevent any discharge in violation of this permit, which has a reasonable likelihood of adversely affecting human health or the environment. The permittee shall also take all reasonable steps to minimize or prevent any land application in violation of this permit.

E. Proper Operation and Maintenance. The permittee shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the permittee to achieve compliance with the conditions of this permit. Proper operation and maintenance also includes adequate laboratory controls and quality assurance procedures. This provision requires the operation of back-up or auxiliary facilities or similar systems, which are installed by a permittee only when the operation is necessary to achieve compliance with the conditions of the permit.

F. Removed Substances. Collected screening, grit, solids, sludge, or other pollutants removed in the course of treatment shall be disposed of in such a manner so as to prevent any pollutant from entering any waters of the state or creating a health hazard. Sludge/digester supernatant and filter

backwash shall not directly enter either the final effluent or waters of the state by any other direct route.

G. Bypass of Treatment Facilities.

i. Bypass Not Exceeding Limitations. The permittee may allow any bypass to occur which does not cause effluent limitations to be exceeded, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to paragraph 2 and 3 of this section.

ii. Prohibition of Bypass.

a) Bypass is prohibited, and the Executive Secretary may take enforcement action against a permittee for bypass, unless:

a. Bypass was unavoidable to prevent loss of human life, personal injury, or severe property damage;

b. There were no feasible alternatives to bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate backup equipment should have been installed in the exercise of reasonable engineering judgement to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance, and

c. The permittee submitted notices as required under *section V.G.3*.

b) The executive Secretary may approve an anticipated bypass, after considering its adverse effects, if the Executive Secretary determines that it will meet the three conditions listed in *sections V.G.2.a (1), (2) and (3)*.

iii. Notice.

a) *Anticipated bypass*. Except as provided above in *section V.G.2* and below in *section V.G.3.b*, if the permittee knows in advance of the need for a bypass, it shall submit prior notice, at least ninety days before the date of bypass. The prior notice shall include the following unless otherwise waived by the Executive Secretary:

a. Evaluation of alternative to bypass, including cost-benefit analysis containing an assessment of anticipated resource damages:

b. A specific bypass plan describing the work to be performed including scheduled dates and times. The permittee must notify the Executive Secretary in advance of any changes to the bypass schedule;

c. Description of specific measures to be taken to minimize environmental and public health impacts;

d. A notification plan sufficient to alert all downstream users, the public and others reasonably expected to be impacted by the bypass;

e. A water quality assessment plan to include sufficient monitoring of the receiving water before, during and following the bypass to enable evaluation of public health risks and environmental impacts; and,

f. Any additional information requested by the Executive Secretary.

b) *Emergency Bypass*. Where ninety days advance notice is not possible, the permittee must notify the Executive Secretary, and the Director of the Department of Natural Resources, as soon as it becomes aware of the need to bypass and provide to the Executive Secretary the information in *section V.G.3.a.(1) through (6)* to the extent practicable.

c) *Unanticipated bypass*. The permittee shall submit notice of an unanticipated bypass to the Executive Secretary as required under *Part IV.H*, Twenty Four Hour Reporting. The permittee shall also immediately notify the Director of the Department of Natural Resources, the public and downstream users and shall implement measures to minimize impacts to public health and environment to the extent practicable.

H. Upset Conditions.

a) Effect of an upset. An upset constitutes an affirmative defense to an action brought for noncompliance with technology based permit effluent limitations if the

requirements of paragraph 2 of this section are met. Executive Secretary's administrative determination regarding a claim of upset cannot be judiciously challenged by the permittee until such time as an action is initiated for noncompliance.

b) Conditions necessary for a demonstration of upset. A permittee who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:

a) An upset occurred and that the permittee can identify the cause(s) of the upset;

b) The permitted facility was at the time being properly operated;

c) The permittee submitted notice of the upset as required under *Part V.H*, *Twenty-four Hour Notice of Noncompliance Reporting*; and,

d) The permittee complied with any remedial measures required under *Part V.D*, *Duty to Mitigate*.

c) Burden of proof. In any enforcement proceeding, the permittee seeking to establish the occurrence of an upset has the burden of proof.

VI. GENERAL REQUIREMENTS

A. Planned Changes. The permittee shall give notice to the Executive Secretary as soon as possible of any planned physical alterations or additions to the permitted facility. Notice is required only when the alteration or addition could significantly change the nature or increase the quantity of parameters discharged or pollutant sold or given away. This notification applies to pollutants, which are not subject to effluent limitations in the permit. In addition, if there are any planned substantial changes to the permittee's existing sludge facilities or their manner of operation or to current sludge management practices of storage and disposal, the permittee shall give notice to the Executive Secretary of any planned changes at least 30 days prior to their implementation.

B. Anticipated Noncompliance. The permittee shall give advance notice to the Executive Secretary of any planned changes in the permitted facility or activity, which may result in noncompliance with permit requirements.

C. Permit Actions. This permit may be modified, revoked and reissued, or terminated for cause. The filing of a request by the permittee for a permit modification, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance, does not stay any permit condition.

D. Duty to Reapply. If the permittee wishes to continue an activity regulated by this permit after the expiration date of this permit, the permittee shall apply for and obtain a new permit. The application shall be submitted at least 180 days before the expiration date of this permit.

E. Duty to Provide Information. The permittee shall furnish to the Executive Secretary, within a reasonable time, any information which the Executive Secretary may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit, or to determine compliance with this permit. The permittee shall also furnish to the Executive Secretary, upon request, copies of records required to be kept by this permit.

F. Other Information. When the permittee becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application or any report to the Executive Secretary, it shall promptly submit such facts or information.

G. Signatory Requirements. All applications, reports or information submitted to the Executive Secretary shall be signed and certified.

a) All permit applications shall be signed by either a principal executive officer or ranking elected official.

b) All reports required by the permit and other information requested by the Executive Secretary shall be signed by a person described above or by a duly authorized representative of that person. A person is a duly authorized representative only if:

c) The authorization is made in writing by a person described above and submitted to the Executive Secretary, and,

d) The authorization specifies either an individual or a position having responsibility for the overall operation of the regulated facility, such as the position of plant manager, superintendent, position of equivalent responsibility, or an individual or position having overall responsibility for environmental matters. A duly authorized representative may thus be either a named individual or any individual occupying a named position.

e) Changes to authorization. If an authorization under *paragraph VI.G.2* is no longer accurate because a different individual or position has responsibility for the overall operation of the facility, a new authorization satisfying the requirements of *paragraph VI.G.2.* must be submitted to the Executive Secretary prior to or together with any reports, information, or applications to be signed by an authorized representative.

f) Certification. Any person signing a document under this section shall make the following certification:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

H. Penalties for Falsification of Reports. The *Act* provides that any person who knowingly makes any false statement, representation, or certification in any record or other document submitted or required to be maintained under this permit, including monitoring reports or reports of compliance or noncompliance shall, upon conviction be punished by a fine of not more

than $10,000.00 per violation, or by imprisonment for not more than six months per violation, or by both.

I. Availability of Reports. Except for data determined to be confidential under *UAC R317-8-3.2*, all reports prepared in accordance with the terms of this permit shall be available for public inspection at the office of Executive Secretary. As required by the *Act*, permit applications, permits and effluent data shall not be considered confidential.

J. Oil and Hazardous Substance Liability. Nothing in this permit shall be construed to preclude the permittee of any legal action or relieve the permittee from any responsibilities, liabilities, or penalties to which the permittee is or may be subject under the *Act*.

K. Property Rights. The issuance of this permit does not convey any property rights of any sort, or any exclusive privileges, nor does it authorize any injury to private property or any invasion of personal rights, nor any infringement of federal, state or local laws or regulations.

L. Severability. The provisions of this permit are severable, and if any provisions of this permit, or the application of any provision of this permit to any circumstance, is held invalid, the application of such provision to other circumstances, and the remainder of this permit, shall not be affected thereby.

M. Transfers. This permit may be automatically transferred to a new permittee if:

a) The current permittee notifies the Executive Secretary at least 20 days in advance of the proposed transfer date;

b) The notice includes a written agreement between the existing and new permittee's containing a specific date for transfer of permit responsibility, coverage, and liability between them; and,

c) The Executive Secretary does not notify the existing permittee and the proposed new permittee of his or her intent to modify, or revoke and reissue the permit. If this notice is not received, the transfer is effective on the date specified in the agreement mentioned in paragraph *2* above.

N. State or Federal Laws. Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities, or penalties established pursuant to any applicable state law or regulation under authority preserved by *UCA 19-5-117* and *Section 510* of the *Act* or any applicable Federal or State

transportation regulations, such as but not limited to the Department of Transportation regulations.

O. Water Quality - Reopener Provision. This permit may be reopened and modified (following proper administrative procedures) to include the appropriate effluent limitations and compliance schedule, if necessary, if one or more of the following events occurs:

a) Water Quality Standards for the receiving water(s) to which the permittee discharges are modified in such a manner as to require different effluent limits than contained in this permit.

b) A final wasteload allocation is developed and approved by the State and/or EPA for incorporation in this permit.

c) Revisions to the current CWA § 208 areawide treatment management plans or promulgations/revisions to TMDLs (40 CFR 130.7) approved by the EPA and adopted by DWQ which calls for different effluent limitations than contained in this permit.

P. Biosolids – Reopener Provision. This permit may be reopened and modified (following proper administrative procedures) to include the appropriate biosolids limitations (and compliance schedule, if necessary), management practices, other appropriate requirements to protect public health and the environment, or if there have been substantial changes (or such changes are planned) in biosolids use or disposal practices; applicable management practices or numerical limitations for pollutants in biosolids have been promulgated which are more stringent than the requirements in this permit; and/or it has been determined that the permittees biosolids use or land application practices do not comply with existing applicable state of federal regulations.

Q. Toxicity Limitation - Reopener Provision. This permit may be reopened and modified (following proper administrative procedures) to include, whole effluent toxicity (WET) limitations, a compliance date, a compliance schedule, a change in the whole effluent toxicity (biomonitoring) protocol, additional or modified numerical limitations, or any other conditions related to the control of toxicants if one or more of the following events occur;

a) Toxicity is detected during the duration of this permit.

b) The TRE results indicate that compliance with the toxic limits will require an implementation schedule past the date

for compliance and the Executive Secretary agrees with the conclusion.

c) The TRE results indicate that the toxicant(s) represent pollutant(s) that may be controlled with specific numerical limits, and the Executive Secretary agrees that numerical controls are the most appropriate course of action.

d) Following the implementation of numerical control(s) of toxicant(s), the Executive Secretary agrees that a modified biomonitoring protocol is necessary to compensate for those toxicant that are controlled numerically.

e) The TRE reveals other unique conditions or characteristics, which in the opinion of the permit issuing authority justify the incorporation of unanticipated special conditions in the permit.

R. Storm Water-Reopener Provision. At any time during the duration (life) of this permit, this permit may be reopened and modified (following proper administrative procedures) as per *UAC R317.8*, to include, any applicable storm water provisions and requirements, a storm water pollution prevention plan, a compliance schedule, a compliance date, monitoring and/or reporting requirements, or any other conditions related to the control of storm water discharges to "waters-of-State".

VII. DEFINITIONS

A. Wastewater.

a) The "7-day (and weekly) average", other than for e-coli bacteria, fecal coliform bacteria, and total coliform bacteria, is the arithmetic average of all samples collected during a consecutive 7-day period or calendar week, whichever is applicable. Geometric means shall be calculated for e-coli bacteria, fecal coliform bacteria, and total coliform bacteria. The 7-day and weekly averages are applicable only to those effluent characteristics for which there are 7-day average effluent limitations. The calendar week, which begins on Sunday and ends on Saturday, shall be used for purposes of reporting self-monitoring data on discharge monitoring report forms. Weekly averages shall be calculated for all calendar weeks with Saturdays in the month. If a calendar week overlaps two months (i.e., the Sunday is in one month and the Saturday in the following month), the weekly average calculated for that calendar week shall be included in the data for the month that contains Saturday.

b) The "30-day (and monthly) average," other than for e-coli bacteria, fecal coliform bacteria and total coliform bacteria, is the arithmetic average of all samples collected during a consecutive 30-day period or calendar month, whichever is applicable. Geometric means shall be calculated for e-coli bacteria, fecal coliform bacteria and total coliform bacteria. The calendar month shall be used for purposes of reporting self-monitoring data on discharge monitoring report forms.

c) "Act," means the *Utah Water Quality Act*.

d) "Acute toxicity" occurs when 50 percent or more mortality is observed for either test species at any effluent concentration.

e) "Bypass," means the diversion of waste streams from any portion of a treatment facility.

f) "Chronic toxicity" occurs when the survival, growth, or reproduction for either test species exposed to a dilution of 25 percent effluent (or lower) is significantly less (at the 95 percent confidence level) than the survival, growth, or reproduction of the control specimens.

g) "IC_{25}" is the concentration of toxicant (given in % effluent) that would cause a 25% reduction in mean young per female or a 25% reduction in overall growth for the test population.

h) "Composite Samples" shall be flow proportioned. The composite sample shall, as a minimum, contain at least four (4) samples collected over the compositing period. Unless otherwise specified, the time between the collection of the first sample and the last sample shall not be less than six (6) hours nor more than 24 hours. Acceptable methods for preparation of composite samples are as follows:

i) Constant time interval between samples, sample volume proportional to flow rate at time of sampling;

j) Constant time interval between samples, sample volume proportional to total flow (volume) since last sample. For the first sample, the flow rate at the time the sample was collected may be used;

k) Constant sample volume, time interval between samples proportional to flow (i.e., sample taken every "X" gallons of flow); and,

l) Continuous sample volume, with sample collection rate proportional to flow rate.

m) "CWA," means *The Federal Water Pollution Control Act*, as amended, by *The Clean Water Act of 1987*.

n) "Daily Maximum" (Daily Max.) is the maximum value allowable in any single sample or instantaneous measurement.

o) "EPA," means the United States Environmental Protection Agency.

p) "Executive Secretary," means Executive Secretary of the Utah Water Quality Board.

q) A "grab" sample, for monitoring requirements, is defined as a single "dip and take" sample collected at a representative point in the discharge stream.

r) An "instantaneous" measurement, for monitoring requirements, is defined as a single reading, observation, or measurement.

s) "Severe Property Damage," means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.

t) "Upset," means an exceptional incident in which there is unintentional and temporary noncompliance with technology-based permit effluent limitations because of factors beyond the reasonable control of the permittee. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventative maintenance, or careless or improper operation.

B. Biosolids.

a) "Biosolids," means any material or material derived from sewage solids that have been biologically treated.

b) "Dry Weight-Basis," means 100 percent solids (i.e. zero percent moisture).

c) "Land Application" is the spraying or spreading of biosolids onto the land surface; the injection of biosolids below the land surface; or the incorporation of biosolids into the land so that the biosolids can either condition the soil or fertilize crops or vegetation grown in the soil. Land application includes distribution and marketing (i.e. the selling or giving away of the biosolids).

d) "Pathogen," means an organism that is capable of producing an infection or disease in a susceptible host.

e) "Pollutant" for the purposes of this permit is an organic substance, an inorganic substance, a combination of organic and inorganic substances, or pathogenic organisms that after discharge and upon exposure, ingestion, inhalation, or assimilation into an organism either directly

from the environment or indirectly by ingestion through the food-chain, could on the basis of information available to the Administrator of EPA, cause death, disease, behavioral abnormalities, cancer, genetic mutations, physiological malfunctions (including malfunction in reproduction), or physical deformations in either organisms or offspring of the organisms.

f) "Runoff" is rainwater, leachate, or other liquid that drains over any part of a land surface and runs off the land surface.

g) "Similar Container" is either an open or closed receptacle. This includes, but is not limited to, a bucket, a box, a carton, and a vehicle or trailer with a load capacity of one metric ton or less.

h) "Total Solids" are the materials in the biosolids that remain as a residue if the biosolids are dried at 103° or 105° Celsius.

i) "Treatment Works" are either Federally owned, publicly owned, or privately owned devices or systems used to treat (including recycling and reclamation) either domestic sewage or a combination of domestic sewage and industrial waste or liquid manure.

j) "Vector Attraction" is the characteristic of biosolids that attracts rodents, flies mosquito's or other organisms capable of transporting infectious agents.

k) "Animals" for the purpose of this permit are domestic livestock.

l) "Annual Whole Sludge Application Rate" is the amount of sewage sludge (dry-weight basis) that can be applied to a unit area of land during a cropping cycle.

m) "Agronomic Rate is the whole sludge application rate (dry-weight basis) designed to: (1) provide the amount of nitrogen needed by the crop or vegetation grown on the land; and (2) minimize the amount of nitrogen in the sewage sludge that passes below the root zone of the crop or vegetation grown on the land to the ground water.

n) "Annual Pollutant Loading Rate" is the maximum amount of a pollutant (dry-weight basis) that can be applied to a unit area of land during a 365-day period.

o) "Application Site or Land Application Site" means all contiguous areas of a users' property intended for sludge application.

p) "Cumulative Pollutant Loading Rate" is the maximum amount of an inorganic pollutant (dry-weight basis) that can be applied to a unit area of land.

q) "Grit and Screenings" are sand, gravel, cinders, other materials with a high specific gravity and relatively large materials such as rags generated during preliminary treatment of domestic sewage at a treatment works and shall be disposed of according to *40 CFR 258*.

r) "High Potential for Public Contact Site" is land with a high potential for contact by the public. This includes, but is not limited to, public parks, ball fields, cemeteries, plant nurseries, turf farms, and golf courses.

s) "Low Potential for Public Contact Site" is the land with a low potential for contact by the public. This includes, but is not limited to, farms, ranches, reclamation areas, and other lands which are private lands, restricted public lands, or lands which are not generally accessible to or used by the public.

t) "Monthly Average" is the arithmetic mean of all measurements taken during the month.

u) "Volatile Solids" is the amount of the total solids in sewage sludge lost when the sludge is combusted at 550 degrees Celsius for 15-20 minutes in the presence of excess air.

FACT SHEET STATEMENT OF BASIS
COALVILLE CITY CORPORATION WASTEWATER TREATMENT PLANT
RENEWAL PERMIT: DISCHARGE AND BIOSOLIDS
UPDES PERMIT NUMBER: UT0021288
UPDES BIOSOLIDS PERMIT NUMBER: UTL-0021288
MINOR MUNICIPAL

FACILITY CONTACTS

Person Name:	Dennis Gunn
Position:	Plant Operator
Facility Name:	Coalville City Corporation Wastewater Treatment Plant
Mailing Address:	P.O. Box 188 Coalville, Utah 84017
Telephone:	(435) 336-2571, Plant (435) 336-5981, City offices
Actual Address:	75 West 200 North, Coalville

DESCRIPTION OF FACILITY

Coalville City's Wastewater Treatment Plant (CWWTP) was originally constructed in 1964 and was upgraded from a trickling filter plant to an extended aeration/activated sludge plant in 1985. In 1992, two biosolids drying beds were added. In 1995, a Somat screw press for dewatering biosolids and a compost pad were added, and 4 of the 12 drying beds were altered for additional storage. The facility serves the City of Coalville with a current population of about 1,470. The plant was designed for an average daily flow of 0.35 MGD. The plant peak flow was designed to be 0.42 MGD however, during major wet weather events the plant has treated and discharged flows as high as 0.60 MGD.

The facility consists of a bar screen and grit chambers, an influent flow recording unit, a circular concentric oxidation ditch, clarifiers, and ultraviolet disinfection. There is an aerobic biosolids digester, a biosolids press, 12 biosolids drying beds, and composting facilities. The outfall location is at longitude 111° 24' 09" and latitude 40° 55' 13". The outfall is STORET Number 492632.

SUMMARY OF CHANGES FROM PREVIOUS PERMIT

In an effort to better address the needs of the watershed and increase efficiency, the DWQ has recently begun consolidating permits. Therefore, in addition to the discharge provisions, the renewal permit for Coalville will include provisions for biosolids. The ammonia effluent limitation has been removed from this permit. Due to a recent change of the water quality standard, the wasteload allocation calculated an ammonia effluent limit of 39.4 mg/L in the summer at a flow of 0.60 MGD. Given the fact that the average concentration of ammonia in Coalville's effluent has been 0.4 mg/L over the last five years only monthly monitoring will be required. The DO effluent limitation has changed from a minimum of 5.5 mg/L to a minimum of 5.0 mg/L based on the wasteload allocation.

DISCHARGE

DESCRIPTION OF DISCHARGE

Coalville has been reporting self-monitoring results on Discharge Monitoring Reports on a monthly basis. A summary of the last 3 years of data is attached and as in previous permit renewal cycles, the CWWTP has maintained an excellent compliance history with no effluent violations.

Outfall	Description of Discharge Point
001	Located at longitude 111° 24' 09" and latitude 40° 55' 13". The 10" concrete pipe discharges to a ditch (approximately 50 feet long), which flows directly into Chalk Creek, immediately above its junction with the Weber River and Echo Reservoir.

RECEIVING WATERS AND STREAM CLASSIFICATION

The final discharge is to Chalk Creek, which flows into the Weber River just above Echo Reservoir. Chalk Creek and the Weber River are classified as 1C, 2B, 3A and 4 (UAC R317-2-13).

Class1C -Protected for domestic purposes with prior treatment by treatment processes as required by the Utah Division of Drinking Water.

Class 2B -Protected for secondary contact recreation such as boating, wading, or similar uses.

Class 3A -Protected for cold water species of game fish and other cold water aquatic life, including the necessary aquatic organisms in their food chain.

Class 4 -Protected for agricultural uses including irrigation of crops and stock watering.

BASIS FOR EFFLUENT LIMITATIONS

Limitations on total suspended solids (TSS), biochemical oxygen demand (BOD_5), E. Coli, pH and percent removal for BOD_5 and TSS are based on current Utah Secondary Treatment Standards, *UAC R317-1-3.2*. The DO limit is based upon the Wasteload Analysis. The oil and grease is based on best professional judgment (BPJ). The Wasteload Analysis indicates that these limits will be protective of water quality standards. The permit limitations are:

Parameter	Effluent Limitations			
	Maximum Monthly Average	Maximum Weekly Average	Daily Minimum	Daily Maximum
Total Flow, MGD	0.60	NA	NA	NA
BOD_5, mg/L	25	35	NA	NA
BOD_5 Min. % Removal	85	NA	NA	NA
TSS, mg/L	25	35	NA	NA
TSS Min. % Removal	85	NA	NA	NA
E. Coli, No./100mL	126	158	NA	NA
Dissolved Oxygen, mg/L	NA	NA	5.0	NA
Oil & Grease, mg/L	NA	NA	NA	10
pH, Standard Units	NA	NA	6.5	9.0

NA – Not Applicable.

SELF-MONITORING AND REPORTING REQUIREMENTS
The permit will require reports to be submitted monthly on Discharge Monitoring Report (DMR) forms due 28 days after the end of the monitoring period.

Self-Monitoring and Reporting Requirements			
Parameter	Frequency	Sample Type	Units
Total Flow	Continuous	Recorder	MGD
BOD_5, Influent Effluent	2 x Monthly 2 x Monthly	Grab Grab	mg/L mg/L
TSS, Influent Effluent	2 x Monthly 2 x Monthly	Grab Grab	mg/L mg/L
Dissolved Oxygen, mg/L	2 x Monthly	Grab	mg/L
E. Coli	2 x Monthly	Grab	No./100mL
Oil & Grease	When Sheen Observed	Grab	mg/L
pH	2 x Monthly	Grab	SU
Total Phosphorus	Monthly	Grab	mg/L
Total Nitrogen	Monthly	Grab	mg/L

FUTURE TMDL CONSIDERATIONS
This facility currently discharges wastewater into Chalk Creek which flows into Echo Reservoir. Echo Reservoir is listed on Utah's 303(d) list of impaired waterbodies as defined by the Clean Water Act. Specifically, Echo Reservoir has been identified as impaired for total phosphorus (TP) and dissolved oxygen (DO). As required under federal regulations, a total maximum daily load (TMDL) will be developed for all 303(d) listed waters.

Currently, a TMDL evaluation is underway for the reservoir. The TMDL process may result in pollutant load reductions and load allocations for TP. The anticipated future load allocation for TP for this facility is 823 kg/yr. The facility currently discharges 149 kg/yr of TP. Therefore, no reduction will be needed. To support the TMDL process, the facility will monitor monthly for TP.

BIOSOLIDS

DESCRIPTION OF TREATMENT AND DISPOSAL
Solids (sewage sludge) at the Coalville Wastewater Treatment Plant (CWWTP) are stabilized in an oxidation ditch with a mean cell residence time of about 20 days. The solids are then pumped from the oxidation ditch to an aerobic digester with an additional mean cell residence time of 20 days at an average temperature of 7.8°C (46°F). After digestion the solids are dewatered with a screw press to about 18% solids and stored in drying beds for further drying. After drying, some of the biosolids are mixed with green waste and wood chips and formed into windrows for composting and the "process to further reduce pathogens" (PFRP) is begun. The biosolids not used for compost are either hauled to the landfill or may be beneficially used for agriculture. In 2008 the CWWTP produced 86 dry metric tons (DMT) of compost and it was sold or given away to the public as a Class A product. Another 15 DMT was disposed in the Summit County Landfill.

Future Disposal Methods
The CWWTP intends to continue composting biosolids to meet Class A requirements for sale or giveaway, or dispose of the biosolids at the County landfill for the life of this permit. If the CWWTP needs, or wants to change their disposal methods, the CWWTP will need to notify the Division of Water Quality, at least 180 days in advance of the change.

BIOSOLIDS LIMITATIONS AND SELF-MONITORING REQUIREMENTS
Under *40 CFR 503.16(a)(1),* the self-monitoring requirements are based upon the amount of biosolids disposed per year and shall be monitored according to the chart below.

Minimum Frequency of Monitoring	
Dry Metric Tons (DMT) of Biosolids Disposed Per Year	Monitoring Frequency
> 0 to < 290, DMT	Once per year
> 290 to < 1,500, DMT	Four times per year

Since the CWWTP sold or gave away 85 DMT of Class A biosolids in 2008, they will need to monitor the biosolids at least once a year for the parameters listed below.

DESCRIPTION OF BIOSOLIDS TREATMENT AND DISPOSAL

The CWWTP uses the windrow method of composting to achieve Class A composting requirements. To achieve Class A requirements, the windrows need to maintain a temperature of at least 131F ^{o} (55 ^{o} C), for at least 15 days, and be turned a minimum of five times during those fifteen days. If the product fails to meet Class A standards, the product cannot be sold or given away to the public. If the product meets Class B standards, it may be used for the final cover for landfill reclamation, or be used for daily cover for vector attraction reduction at the landfill. If the product fails to meet Class A or Class B standards, it will need to be placed in the landfill and covered daily with soil or another approved cover material.

Landfill Monitoring
Prior to disposal in a landfill all biosolids must pass a paint filter test (to determine if the biosolids exhibit free liquid). If the solids do not pass a paint filter test, the biosolids cannot be disposed of in the landfill.

Heavy Metals Monitoring
CWWTP is required to sample for heavy metals prior to the time the biosolids are sold or given away, and pass the testing requirements if the biosolids are to be used at the landfill for daily cover or land application for land reclamation purposes.

Pathogen Monitoring for Class A Biosolids
The biosolids must meet a "process to further reduce pathogens" (PFRP), and be sampled for either *salmonella* or *fecal* coliform and pass the testing requirements. If the biosolids have not met a PFRP, and passed the testing requirements, the biosolids cannot be sold or given away to the public.

Pathogen Monitoring for Class B Biosolids
The biosolids must meet a "process to significantly reduce pathogens" (PSRP), or pass the *fecal* coliform testing requirements. If the biosolids have not met a PSRP, or pass the testing

requirements, the biosolids cannot be used for daily cover, or for landfill reclamation and must be disposed in the landfill.

Vector Attraction Reduction Monitoring
The biosolids must be monitored to meet vector attraction reduction (VAR) requirements for time and temperature. If the biosolids do not meet the VAR requirements, the biosolids cannot be used for daily cover or for landfill reclamation purposes, and must be disposed in the landfill.

MONITORING DATA (Pathogens)

CWWTP *Salmonella* Monitoring Data, 2008	
Geo-mean of six samples, Most Probable Number Per Gram	Maximum of six samples, Most Probable Number Per Gram
<2.40	<2.40
All samples must be less than three most probable number per four grams of total solids.	

MONITORING DATA (Heavy Metals)

Heavy Metals	CWWTP 2008, Yearly Average mg/kg	CWWTP 2008, Yearly Maximum mg/kg	*40 CFR 503.13*,Table 3, Exceptional Quality Biosolids Table mg/kg
Total Arsenic	3.6	3.6	41.0
Total Cadmium	0.74	0.74	39.0
Total Copper	200.0	200.0	1500.0
Total Lead	19.0	19.0	300.0
Total Mercury	0.84	0.84	17.0
Total Molybdenum	<10.0	<10.0	N/A
Total Nickel	9.7	9.7	420.0
Total Selenium	3.0	3.0	100.0
Total Zinc	320.0	320.0	2800.0

LIMITATIONS

Heavy Metals

Class A Biosolids for Home Lawn and Garden Use
The intent of the heavy metals regulations of Table 3, *40 CFR 503.13* is to ensure the heavy metals do not build up in the soil in home lawn and gardens to the point where the heavy metals

become phytotoxic to plants. The permittee will be required to produce an information sheet (see Part III.D. of the permit) to be handed out to all people who are receiving and land applying Class A biosolids to their lawns and gardens. If the instructions of the information sheet are followed to any reasonable degree, the Class A biosolids will be able to be land applied year after year, to the same lawns and garden plots without any deleterious effects to the environment. The information sheet must be provided to the public, because the permittee is not required, nor able to track the quantity of Class A biosolids that are land applied home lawns and gardens.

Class A Requirements With Regards to Heavy Metals

If the biosolids are to be applied to a lawn or home garden, the biosolids shall not exceed the maximum heavy metals in Table 1, and the monthly average pollutant concentrations in Table 3 (see Table 1 and Table 3 below). If the biosolids do not meet these requirements, the biosolids cannot be sold or given away for land application to home lawns and gardens.

Class B Requirements for Agriculture and Reclamation Sites

The intent of the heavy metals regulations of Tables 1, 2 and 3, of *40 CFR 503.13* is to ensure that heavy metals do not build up in the soil at farms, forest land, and land reclamation sites to the point where the heavy metals become phytotoxic to plants. The permittee will be required to produce an information sheet (see Part III.D. of the permit) to be handed out to all people who are receiving and land applying Class B biosolids to farms, ranches, and land reclamation sites. If the biosolids are land applied according to the regulations of *40 CFR 503.13,* to any reasonable degree, the Class B biosolids will be able to be land applied year after year, to the same farms, ranches, and land reclamation sites without any deleterious effects to the environment.

Class B Requirements With Regards to Heavy Metals

If the biosolids are to be land applied to agricultural land, forest land, a public contact site or a reclamation site it must meet at all times:

> The maximum heavy metals listed in Table 1 and the heavy metals loading rates in Table 2; or
>
> The maximum heavy metals in Table 1 and the monthly heavy metals concentrations in Table 3.
>
> If the biosolids do not meet these requirements they cannot be land applied.

40 CFR 503.13, Tables 1, 2, and 3 of Heavy Metal Limitations

Heavy Metals	Table 1	Table 2	Table 3
All heavy metals concentrations shall be measured and reported	Daily Maximum mg/Kg a/b/c/	Cumulative Loading Rate Kg/Ha a/	Monthly Average Concentration mg/Kg a/b/c/d/
Total Arsenic	75	41	41
Total Cadmium	85	39	39

Total Copper	4300	1500	1500
Total Lead	840	300	300
Total Mercury	57	17	17
Total Molybdenum	75	N/A	N/A
Total Nickel	420	420	420
Total Selenium	100	100	100
Total Zinc	7500	2800	2800

a/ See Part V. of the permit for definition of terms.

b/ The limitations represent the maximum allowable levels of heavy metals in any biosolids intended for land application.

c/ Any violation of these limitations shall be reported in accordance with the requirements of Part IV.H.1, 2, 3 and 4 of the permit.

d/ These limitations represent the maximum allowable levels of heavy metals based on an average of all samples taken during a 30-day period.

Pathogens

Class A Requirements for Home Lawn and Garden Use

If biosolids are land applied to home lawns and gardens, the biosolids need to be treated by a specific process to further reduce pathogens (PFRP), and meet a microbiological limit of less than less than 3 most probable number (MPN) of *Salmonella* per 4 grams of total solids (or less than 1,000 most probable number (MPN/g) of fecal coliform per gram of total solids) to be considered Class A biosolids. The PFRP will be accomplished through the windrow method of composting. *(Using the windrow method of composting, the temperature needs to be maintained at 55 ^{o}C (131 ^{o}F) or higher for fifteen days, with a minimum of five turnings during those fifteen days. (40 CFR 503.32(a)(8(ii), Appendix B, B, 1.* The practice of sale or giveaway to the public is an acceptable use of biosolids of this quality as long as the biosolids continue to meet Class A standards with respect to pathogens. If the biosolids do not meet Class A pathogen standards the biosolids cannot be sold or given away to the public, and the CWWTP will need dispose of the biosolids in the landfill.

Class B Requirements for Agriculture and Land Reclamation Use

The CWWTP may achieve Class B biosolids in one of two different ways with regards to pathogens:

1. Under *40 CFR 503.32 (b)(2*), the CWWTP may test the biosolids and must meet a microbiological limit of less than 2,000,000 MPN of fecal coliform per gram for the biosolids to be considered Class B biosolids with respect to pathogens.

2. Under *40 CFR 503.32 (b)(3),* the CWWTP must meet one of the processes to significantly reduce pathogens from Appendix B. The CWWTP intends to meet a process to significantly reduce

pathogens by using the windrow method of composting. To achieve this, the temperature must be above 40° C (104° F) or higher, and remain at 40° C or higher for a minimum of five days. For four hours, during the five days, the temperature needs to exceed 55° C.

Vector Attraction Reduction

If the biosolids are to be used for daily cover or land reclamation the CWWTP will be required to meet a method of vector attraction reduction under *40 CFR 503.33.* CWWTP intends to meet a vector attraction reduction requirement by the method listed below.

Under *40 CFR 503.33(b)(5),* Aerobic treatment of the solids for at least 14 days at over 40° C (104° F) with an average temperature of over 45° C (113° F).

Record Keeping

The record keeping requirements from *40 CFR 503.17* are included under Part II.F. of the permit. The amount of time the records need to be retained is dependent upon the quality of the biosolids with regard to the metals concentrations. If the biosolids exceed Table 3 values for any parameter that are land applied to a site, that site thereafter is subject to the heavy metals loading rates in Table 2. Records for those sites are to be retained in perpetuity.

Reporting

CWWTP will be required to report annually as required in *40 CFR 503.18.* This report is to include the results of all monitoring performed in accordance with Part III.E. of the permit, information on management practices, land application sites, and certifications will be due no later than February 19 of each year. Each report is for the previous calendar year.

STORM WATER

The *Utah Administrative Code (UAC) R-317-8-3* requires storm water permit provisions to include the development of a storm water pollution prevention plan for waste water treatment facilities if the facility meets one or both of the following criteria:

1. waste water treatment facilities with a design flow of 1.0 MGD or greater, and/or,
2. waste water treatment facilities with an approved pretreatment program as described in *40CFR Part 403,*

Coalville City does not meet the above criteria; therefore this permit does not include storm water provisions. However, the permit does include a storm water re-opener provision.

PRETREATMENT REQUIREMENTS

The permittee has not been designated for pretreatment program development because it does not meet conditions which necessitate a full program. The flow through the plant is less than five (5) MGD, there are no categorical industries discharging to the treatment facility, industrial discharges comprise less than 1 percent of the flow through the treatment facility, and there is no indication of pass through or interference with the operation of the treatment facility such as upsets or violations of the POTW's UPDES permit limits.

Although the permittee does not have to develop a State-approved pretreatment program, any wastewater discharges to the sanitary sewer are subject to Federal, State and local regulations. Pursuant to *Section 307* of the *Clean Water Act*, the permittee shall comply with all applicable

Federal General Pretreatment Regulations promulgated, found in *40 CFR 403* and the State Pretreatment Requirements found in *UAC R317-8-8*.

An industrial waste survey (IWS) is required of the permittee as stated in Part II of the permit. The IWS is to assess the needs of the permittee regarding pretreatment assistance. The IWS is required to be submitted within sixty (60) days after the issuance of the permit. If an Industrial User begins to discharge or an existing Industrial User changes their discharge the permittee must resubmit an IWS no later than sixty days following the introduction or change as stated in Part II of the permit.

It is recommended that the permittee perform an annual evaluation of the need to revise or develop technically based local limits for pollutants of concern, to implement the general and specific prohibitions *40 CFR, Part 403.5(a)* and *Part 403.5(b)*. This evaluation may indicate that present local limits are sufficiently protective, need to be revised or should be developed. It is required, as per *UAC R317-8-8.8(4)(c)*, that the permittee submit for review and public notice any local limits that are developed to the Division of Water Quality for review.

BIOMONITORING REQUIREMENTS

As part of a nationwide effort to control toxic discharges, biomonitoring requirements are being included in permits for facilities where effluent toxicity is an existing or potential concern. In Utah, this is done in accordance with the *State of Utah Permitting and Enforcement Guidance Document for Whole Effluent Toxicity Control (Biomonitoring)*. Authority to require effluent biomonitoring is provided in *Permit Conditions, UAC R317-8-4.2*, *Permit Provisions, UAC R317-8-5.3* and *Water Quality Standards, UAC R317-2-5 and R317-2-7.2*.

The permittee is a minor municipal facility that discharges treated effluent, in which toxicity is neither an existing concern, nor likely to be present in the discharge. The potential for toxicity is not deemed sufficient to require biomonitoring or to include whole effluent toxicity (WET) limits because there are no present or anticipated industrial dischargers on the system. The permittee anticipates the waste stream to continue to be from household or domestic origin only. Based on these considerations and the permitting authority's best professional judgment, there is no reasonable potential for toxicity in the permittee's discharge *(per State of Utah Permitting and Enforcement Guidance Document for WET Control)*. As such, there will be no numerical WET limitations or WET monitoring requirements in this permit. However, the permit will contain a toxicity limitation re-opener provision that allows for modification of the permit at any time in the future should additional information indicate the presence of toxicity in the discharge.

PERMIT DURATION

It is recommended that this permit be effective for a duration of five (5) years.

Drafted by:
Kim Shelley, Discharge
Mark Schmitz, Biosolids
Jeff Studenka, Biomonitoring
Jennifer Robinson, Pretreatment
Mike George, Stormwater
Utah Division of Water Quality

PUBLIC NOTICE

Began: July 24, 2009
Ended: August 24, 2009
Public Noticed in The Summit County Bee

No comments were received during the public comment period. Therefore, the permit and FSSOB are the same as the draft documents that were public noticed.

_____ _____

Kim Shelley, Environmental Engineer Date
UPDES Engineering Section

APPENDIX C
DWQ CORRESPONDANCE AND MEETING MINUTES

Coalville City
Wastewater Treatment Facilities Plan

Project Meeting – November 13, 2006, 3:00 p.m.

Meeting Minutes – DWQ Coordination Meeting

Attendee	Organization
Ed Macauley	Utah DEQ/DWQ
Harry Campbell	Utah DEQ/DWQ
Mark Schmitz	Utah DEQ/DWQ
Dennis Gunn	Coalville City
Trevor Lindley	J-U-B ENGINEERS

A coordination meeting was held on November 13, 2006 to discuss the scope, schedule, and content of the Coalville Wastewater Treatment Facilities Plan. Below are meeting minutes from the agenda and discussion. Action Items for team members are shown in **bold type and underlined**.

Agenda:

1. **Introductions**
   a. All meeting attendees were introduced.

2. **Need for Facilities Plan**
   a. JUB reported that recent flow to the plant suggests the City is running at about 75-80 percent capacity.
   b. The City has approved additional lots (approximately 168 lots and campground units) that will push the treatment plant to capacity.
   c. In addition, a development is being proposed that could add 300 to 400 more connections. This development on top of the existing and approved connections will result in wastewater flows in excess of the current plant capacity.
   d. Regarding these assessments DWQ noted or questioned the following:
      i. Have the "approved" lots have all been platted or if they have just been told they can be served. Dennis was not sure for all developments but he was aware some of the lots are being built on assumes these "approved" developments will be served by the treatment plant.
      ii. In the assessment of the existing plant processes (in the Facility Plan) DWQ asked if JUB and/or the City would consider how well the plant has operated in the past and if they would consider operations that essentially max-out the plant or push the design parameters to the limits. JUB and the City both acknowledged that the existing process would be compared to DWQ regulatory limits and standard engineering guidelines for similar systems. JUB does not anticipated signing and sealing a Facility Plan report that recommends operations far outside the bands of typical design guidelines or regulatory requirements. An assessment of current operations and design guidelines will be included

in the Facility Plan. All acknowledged the decisions made during the planning effort (like many decisions in infrastructure planning) have to weigh the benefits of robust design (i.e., a safety factor) and the cost associated with the facility.

iii. DWQ asked if the impact fees would be collected up front when the developer plats the land or later as each building permit is issued or at occupancy. After some discussion all agreed the key is to try and match the cash flow to the City with the schedule for improvements. This can be managed with implementation triggers e.g., when so many new connections or equivalent residential units (ERUs) are added design of some facility must commence. Dennis thought there was a 6 year statutory limit to use impact fee money after it was collected. Dennis thought collecting the fee at as the time of construction or permit made more sense. Ed Macauley noted he has seen a range of approaches from 100 percent collection up front during platting to some percentage less. DWQ encouraged the City to carefully consider how this would be done. JUB noted Lewis and Young is doing the impact fee portion of the work based on the information provided by JUB. **Trevor Lindley will contact Lewis and Young to let them know this question needs to be addressed and the City will look to Lewis and Young to provide some guidance.**

iv. It was noted the population projections are still in some degree of flux. The zoning to build-out is final based on the current annexed land use. However the time to reach this is build-out is only an estimate. Historically the Mountainlands association of governments has used a modest growth rate like 4 percent for planning. This has held true in the past; however with larger development tracts on the horizon the growth may come in larger increments or buildout may be reached much faster. DWQ suggested having a high growth and more modest growth projection and then tie implementation not necessarily to time but to the number of new connections. DWQ noted wastewater collection systems are typically planned on a 50-year horizon where treatment plants should be planned on a 20 year horizon.

3. **Projected Phosphorus Loadings**

a. DWQ confirmed the TMDL for Echo Reservoir is nearing completion. Coalville's allocated contribution (823 kg/yr) to the overall load is approximately 4 percent of the total. JUB provide a handout showing how future flow increases at different effluent phosphorus levels impact annual loading. The following questions were received and noted:

i. DWQ asked Dennis how his effluent phosphorus levels were at the present. Dennis noted he is running an anoxic zone to try to increase phosphorus uptake. Coalville's effluent ranges between 0.3 and 1.0 mg/L; Dennis felt 0.8 mg/L was a good representative average. DWQ noted East Canyon is getting 0.3-0.4 with biological removal. DWQ encouraged removal of phosphorus to the maximum extent possible.

ii. DWQ felt there likely was a relationship between elevated effluent BOD and elevated effluent phosphorus. If there is a relationship, the need to keep effluent quality high is very important. That is even if the

permit allows for 25 mg/L BOD, running much lower effluent BOD values is beneficial to the phosphorus discharge loading.

iii. The Facility Plan will identify upgrade triggers for phosphorus considering flows, loads, and allocation. At minimum biological phosphorus removal needs to be part of the treatment solution. Alternative options for phosphorus control such as reuse, phosphorus trading, and watershed mitigation will likely not be needed. Reuse will be addressed considering the overall water supply situation in Coalville.

4. DWQ Permitting Activity for Coalville

a. With the new flows and loads a new UPDES permit will eventually be issued. DWQ acknowledged they have some safety factor on top of the limits; they do not anticipate this additional flow and load impacting any limits.

5. Funding Considerations/Alternatives

a. DWQ explained that the Water Quality Board has affordability targets for rate payers in the state. If a project is needed grants are used to offset loans so the rates do not become excessive.

b. DWQ noted if the Facility Plan identifies projects are needed in the near term (i.e., next year or two) the plan needs to clearly define the financing so the Water Quality Board can use it as a basis for making funding decisions. If the needs are further in the future a general funding discussion is appropriate. As the implementation triggers are met the board would be approached at that time with detailed funding information.

c. DWQ recommended getting the recommendations for expansion into the draft and in front of DWQ and the public. Once all have seen the recommendations the final report can include a more detailed funding discussion.

6. Facilities Plan Content/DWQ Input

a. JUB provided draft Table of Contents for the Facilities Plan report. DWQ noted:

i. The first alternative needs to be a "No Action Alternative"

ii. If action needs to be taken soon and DWQ is involved in funding the report will also need an environmental section. Ed Macauley indicated this could be in the final report once the draft has been reviewed DWQ and the public.

iii. DWQ wants to make sure the costing includes a life cycle cost analysis.

7. Schedule/Next Steps

a. JUB provided a schedule with a goal to have a draft facility plan into all team members by February 1, 2007.

8. Additional Discussion Items

a. Dennis noted he has been talking to Mark Schmitz regarding solids handling options, the following items were noted:

i. Dennis has received some complaints for odor from composting.

ii. As City grows potentially with Allen Hollow relatively close to the treatment plant the complaints may increase.

iii. Many cities have abandoned composting due to odor.

iv. DWQ likes composting and land application options considering the biosolids as a resource that should be returned to the environment.
v. DWQ is aware some municipalities are considering an endogenous reduction approach touted by US Filter ("Cannibal" system). DWQ is concerned the approach requires microbial cell lyses which may release phosphorus back to the system. Coalville with review the Cannibal process and with the help of JUB include mention of this option in the Facility Plan.
vi. The current UPDES permit notes the biosolids disposal requirements. The permit notes if changes are made the City must notify DWQ.
vii. Biosolids handling/disposal will be addressed in the Facilities Plan. Mark and Dennis are going to go look at a dry farm site about 25 miles from town that may be suitable for land application.
viii. The City and DWQ would like to avoid landfilling the biosolids except on an emergency basis.

State of Utah

JON M. HUNTSMAN, JR.
Governor

GARY HERBERT
Lieutenant Governor

Department of
Environmental Quality

William J. Sinclair
Acting Executive Director

DIVISION OF WATER QUALITY
Walter L. Baker, P.E.
Director

YOUR COPY

April 22, 2009

Robert Whiteley
Coalville City Engineer
J-U-B Engineers, Inc.
466 North 900 West
Kaysville, UT 84037

Dear Mr. Whiteley:

Subject: Coalville City Wastewater Treatment Plant

It is the Division of Water Quality's (DWQ) understanding that Coalville City currently leases the land that the wastewater treatment plant was constructed on from the United States Bureau of Reclamation. This lease expires in 2014. Coalville City is currently working towards obtaining ownership of this property.

The Coalville City Wastewater Treatment Plant (CWWTP) was originally constructed in 1964 to serve the city of Coalville. It was upgraded in 1985, 1992 and 1995. The facility is designed for an average daily flow of 0.35 MGD and consists of a circular concentric oxidation ditch, clarifiers, and ultraviolet disinfection. There is also an aerobic biosolids digester, a biosolids press, 12 biosolids drying beds, and composting facilities. The facility's effluent is discharged to Chalk Creek.

The CWWTP is an extremely well operated facility that consistently produces high quality effluent. The facility has been permitted to discharge under the Utah Pollution System Discharge Elimination System (UPDES) since the 1970's. The CWWTP monitors its effluent a minimum of twice monthly and reports the analytical results to the DWQ monthly as per its UPDES permit. This facility has never violated any of its UPDES permit conditions. This is a major accomplishment that very few municipal plants in the state have achieved.

The transfer of the land the CWWTP was constructed on will not impact the operation of the plant. The DWQ expects that the CWWTP will continue to be a well operated and maintained treatment plant well into the future and is confident that as long as the UPDES permit conditions are complied with, Echo Reservoir will not be adversely impacted by the treated effluent.

288 North 1460 West • Salt Lake City, UT
Mailing Address: P.O. Box 144870 • Salt Lake City, UT 84114-4870
Telephone (801) 538-6146 • Fax (801) 538-6016 • T.D.D. (801) 536-4414
www.deq.utah.gov

If you have any questions regarding this please contact Kim Shelley at 801-538-6065 or kshelley@utah.gov.

Sincerely,

John Kennington, P.E., Manager
UPDES Engineering Section

JK:ks:st

Cc: Dennis Gunn, Coalville City Treatment Plant Operator

COALVILLE CITY LAND ACQUISITION PROJECT
COALVILLE CITY CORPORATION

Division of Water Quality Project Status Update Meeting,
February 18, 2010, 3:00 P.M.
Department of Environmental Quality, Division of Water Quality,
Salt Lake Office, Cannon Building

MEETING MINUTES

Attending:

Name	Representing	Phone
Duane Schmidt	Coalville Mayor	801-336-5981
Cindy Gooch	J-U-B (Acting Coalville Planner)	801-547-0393
Robert Whiteley	J-U-B (Acting Coalville Engineer)	801-547-0393
Trevor Lindley	J-U-B	801-547-0393
Ed Macauley	DWQ	801-538-6940
Lisa Nelson	DWQ	801-538-9336

Background - Presentation
In 2007 Coalville City completed a Facility Plan for the existing wastewater treatment facility (WWTF). The recommended plan indicated Coalville City needed to immediately engage the Bureau of Reclamation (BOR) to acquire land for the WWTF. The existing treatment system was constructed in the early 1960s on 2.3 acres of land leased from the BOR as part of the Echo Reservoir project. The plant was expanded on the 2.3 acres in the early 1980s. Some of the original facilities from the 1960s are still in use. The 2.3 acre lease expires in 2014. Coalville City has been in communication with the BOR since the completion of the Facility Plan to review options for extending the lease, purchasing the 2.3 acres, and purchasing additional land for future growth.

JUB briefly presented information (attached) describing the process that the city has gone through over the past 18 – 24 months in the attempt to purchase land where the treatment plant currently exists and potentially acquire additional land. Requirements that the Bureau of Reclamation have made for Coalville City were reviewed and discussed. These requirements include: a survey plat, a land appraisal, an environmental assessment, an emergency response plan, and the construction of a berm surrounding the plant. The berm elevation being stated by the BOR as a requirement is 10 feet higher than the dam full pool spill elevation. BOR has stated they want a berm equal to the height of the dam crest (10 feet above the spillway). It was noted that over the past 50 years the City is not aware of the WWTF location ever flooding. BOR also specified other design requirements for the berm. All of the requirements have been completed except for the environmental assessment (which cannot begin until the BOR gives approval to begin) and the construction of a berm.

Coalville City believes the cost of the berm would create a hardship on the city and does not believe the city should be solely responsible for funding a berm in order to satisfy new requirements imposed by the BOR for the safety of nearby infrastructure below the crest of the

dam. Coalville City also intends to continue to treat wastewater to high quality standards and believes it to be prudent to prioritize their expenditures to ensure continued treatment, rather than constructing a berm that in the past nearly 50 years has never been needed.

After discussing the BOR stance the following items were noted by the Mayor and City representatives in attendance:

Funding
Coalville City's wastewater budget does not provide the ability to upgrade or to move the treatment plant. So the city has sought funding in the event that either one is necessary. The city has applied for 595 funding which provides a maximum of $5 Million of which some portion may goes to the Corps of Engineers during the environmental and review process.

Lease Agreement
The lease agreement explains what can occur if the lease is ended before the expiration. However, it is not clear what happens at the end of the lease period relative to abandonment of the facilities or removal of the facilities.

Master Plan Status
The Treatment Facilities Master Plan completed in 2007 was submitted to DWQ April 1, 2008. The 2007 Plan recommended expansion at the site and engaging the BOR on the land issue. The 2007 costs do not include berm costs and it do not include an alternative for constructing a new facility on non-BOR lands.

New Site
The City has had discussions in the past with private landowners near the existing site about land for a new treatment facility. These discussions have not been formalized and the City would have to re-engage the landowners.

The following items were noted by Mr. Macauley and Lisa Nelson with DWQ:

- The City should continue to press the BOR on their stance. However, he feels investing money in facilities to protect water quality is more prudent than other costs such as the berm.
- The water quality board could support, through funding, the eventual outcome with the BOR. This funding support could be for improvements at the existing site or a new site. A new site would likely be more costly and could be difficult for city residents to afford. User rates in the $40-$50/month range could be the result of a new facility. Depending on the final outcome the board may approve a low interest loan or potentially a 0% loan. JUB reported the currently affordability criteria to be around $52/month per the 2006 MAGI. Mr. Macauley feels this number will likely go down with the new census.
- The abandonment issue on the BOR land needs to be resolved. Can the City just walk away in 2014 or is there significant cost to the City to remove the facilities? DWQ recommended the City get a legal opinion on the lease and who is responsible at the end.
- If the City does end up constructing a new facility he would hope they would carefully consider all costs including O&M. Many cities have begun constructing 'MBRs' which are small footprint facilities that can be mostly enclosed. However, they have a high O&M cost. Mr. Macauley notes it may be easier for a city to work hard up front on funding and the settle on a relatively 'fixed' user rate that does not rise with high O&M.

- If the City does get a significant Federal grant such as the 595 money then moving towards a new facility probably does make sense. This is in light of much of the existing facility going on 30 years old with some of it going on 50 years old.
- The City could approach the WQ Board to buy land for a new facility. The City would likely have to raise rates a bit to cover that bond. The Board would likely approve it if the need can be shown in a master plan.
- DWQ encourages multiple options for flexibility. In this case DWQ suggests that the City:
    - Press the BOR on their stance.
    - Develop a schedule with the 2014 lease date as the end of a six month commissioning period for a new facility. The schedule should also include funding, NEPA, design, and construction. This schedule will likely show the design needs to start fairly soon. Use this schedule to 'set a drop dead date' with the BOR and use it to press for the 595 funds.
    - Add a final chapter to the 2007 facility plan. The final chapter would be a 'Facility Plan Update' that would show essentially two parallel options:
        1. Add the berm costs to the existing 2007 recommendation and show buying the 2.3 acres plus the acreage across Chalk Creek. In DWQ's opinion with the BOR being engaged, now is the time to tie up more land for future growth. DWQ suggests the City push BOR for the 2.3 acres and the additional land south across Chalk Creek in some kind of all or nothing proposal.
        2. IF the BOR continues to hold firm on a berm or other onerous requirements, the City should make plans to abandon the existing facility and have a new facility up and running by 2014. The City could also just press BOR for a status quo extension of the lease say for 5 years to allow for continued funding work and to get the last years of life out of the existing facility.

    Two copies of the facility plan with the update chapter need to be submitted to DWQ for approval. Mr. Macauley felt using the existing funding the City has from the WQ Board (that was intended for the due diligence in advance of land acquisition) could be used by the City to add the final chapter of the report with this new information.

Summary Action Items

1. Mayor to get a legal opinion on City's responsibility for the existing facilities when the lease is up in 2014.
2. Trevor Lindley to develop schedule for a new facility and provide to DWQ for general concurrence.
3. Cindy Gooch to set meeting with Senator Bennett's office to summarize DWQ stance and present schedule concerns.
4. City to approve J-U-B to update the Master Plan.
5. J-U-B to update Master Plan and provide 2 copies to DWQ.

State of Utah

GARY R. HERBERT
Governor

GREG BELL
Lieutenant Governor

Department of
Environmental Quality

Amanda Smith
Executive Director

DIVISION OF WATER QUALITY
Walter L. Baker, P.E.
Director

MINUTES
UTAH DEPARTMENT OF ENVIRONMENTAL QUALITY
UTAH WATER QUALITY BOARD
DEQ Building Board Room #1015
195 North 1950 West
Salt Lake City, Utah 84116
Wednesday, February 23, 2011

UTAH WATER QUALITY BOARD MEMBERS PRESENT

Jay Olsen	Dave Echols	Daniel Snarr
Leland Myers	Steve Simpson	Darrell Mensel
Greg Rowley	Paula Doughty	

Participating by phone: Merritt Frey and Myron Bateman

DIVISION OF WATER QUALITY STAFF MEMBERS PRESENT

Walt Baker, Faye Bell, Leah Ann Lamb, John Whitehead, Ed Macauley, Jeff Ostermiller, Carl Adams, Bill Damery, John Cook, Lisa Nelson, Emily Canton, Chris Bittner, John Mackey,

OTHERS PRESENT

Name	Organization Representing
David Torgersen	Sunrise Engineering-Huntsville
Bryce Widdell	Wildlife Spur Steering Committee-Duck Club
Trevor Lindley	JUB Engineers – Coalville
Karen Nichols	HDR Engineering
Jim Olson	HDR Engineering
John Chartier	DEQ
Theron Miller	JR/FBWQC
Duane Schmidt	Coalville City
Conae Black	City of Green River
Phil Englener	City of Green River
John Isanhrt	USFWS
Lorin Gardner	JUB Engineering
John Iverson	Sunrise Engineering
Marv Wilson	Sunrise Engineering
Justin Robinson	DWR
Jefre Hicks	FOGSL
Cindy Gooch	JUB - Coalville
Darrel Leamaster	Johansen & Tuttle Eng
Ryan Tingey	Willard City
Ken Braegger	Willard City

Jeff Beckman	BC&A
Judy Fahys	SL Tribune
Robert Whiteley	JUB - Coalville City
Gracelynn Melville	Johansen & Tuttle Eng
Mark Whitney	Town of Stockton
Kevin Brown	Sunrise Engineering
Chad Meyerhoffer	Weber City
Curtis Christensen	Weber City
Rex Harris	Huntsville Town
Darin Robinson	Jones & DeMille Engineering
Jay Aguilar	Willard City
Mayor Robert Nilsson	Monroe City

Chair Olsen called the Board meeting to order at 10:40 a.m. and invited the members of the audience to introduce themselves.

APPROVAL OF MINUTES OF THE JANUARY 26, 2011 MEETING

Mr. Myers noted on page 3 second paragraph down, the minutes should read that Mr. Simpson made a motion to approve the original request of $340,300. Mr. Myers original motion was considered and it passed on a vote.

Motion: **It was moved by Mr. Echols and seconded by Ms. Doughty to approve the minutes of the January 26, 2011 meeting with the recommended changes suggested by Mr. Olsen. The motion was unanimously approved.**

Executive Secretary's Report: Mr. Baker briefed the Board on events pertaining to the Division. EPA has sent 7 auditors to audit the state revolving fund program. They will be here 3 weeks going over all the books. Mr. Baker also met with the budgetary committee at the Legislature to talk about priorities. He explained the need to increase fees 10%. The Legislature is not willing to increase pesticide fees. That element did not move forward. The division will still issue permits but there will be no money to fund it. HB 132 is legislation that is proposing replacing two Board members (1 Municipal and 1 at large) with two additional agriculture Board members. There's also HB 438 sponsored by Representative Wright that would fundamentally change how we look at agriculture waters differently. Two central elements require approval by the Commission of Agriculture for any penalty for Agriculture discharges and approval by Agriculture of more stringent rules. The bill would essentially replace the Clean Water Act. Mr. Baker said there was a meeting coming up on Thursday morning Feb. 24th at 7:30 am at the capitol to discuss the bill. It was suggested and agreed upon by the Board to have Leland Myers attend the meeting to express Board members concerns.

FUNDING REQUEST

Financial Assistance Status Report – Ms. Cantón updated the Board on the "Summary of Assistance Program Funds," as outlined on page 2.1.

Perry/Willard Request for Funding Authorization: Ms. Wondimu introduced Commissioner Ryan Tingey, Mayor Ken Braegger, and Jay Aguilar from Willard City, and David Torgersen from Sunrise Engineering. On December 16, 2008 the Water Quality Board (WQB) provided Perry and Willard cities $28 million in combined funding for construction of sewer collection improvements and a new wastewater treatment facility that would discharge treated effluent to the Willard Spur. The Division of Water Quality (DWQ) is in the process of issuing a UPDES discharge permit under the condition to study and determine the effects of nutrients being discharged by the new treatment facility, and to determine if site specific

water quality standards for Willard Spur are warranted. Based on the concern that nutrient removal standards will ultimately be imposed on the plant in the not so distant future, it makes sense to construct a more long term solution rather than the short term treatment option, which has more expensive operation costs. Perry and Willard cities are requesting the Board to authorize additional hardship grant funds to construct an enhanced biological nutrient removal system in lieu of the study for a site specific determination on nutrient limits for Willard Spur. Mr. Myers moved to authorize 1.5 million be placed in a reserve/locked box for Perry/Willard while the study moves forward guaranteeing those funds will be available for up to 4 years, at which time the Board can review the progress of the study if an extension is needed.

Motion: **It was moved by Mr. Myers to authorize a grant in the amount of $1,500,000 to be set aside in an escrow account pending the outcome of the water quality studies on the Willard Spur. These funds are to be available through February 23, 2015 for capital improvements for nutrient removal or effluent discharge relocation for the protection of water quality in the Willard Spur. The motion was seconded by Ms. Doughty. The motion was approved on a roll call vote with Mr. Olsen, Mr. Meyers, Ms. Doughty, Mr. Rowley, Mayor Snarr, and Mr. Bateman approving and Mr. Echols, Mr. Mensel, Ms. Frey and Mr. Simpson opposing.**

Stockton Update: Mr. Mackey introduced Mayor Mark Whitney with the town of Stockton and Mr. John Iverson with Sunrise Engineering. In 2009 the Board authorized a construction loan in the amount of $10,764,000 to the Town of Stockton using funds from the American Recovery and Reinvestment Act (ARRA) of 2009. Due to a favorable bidding environment and specific ARRA requirements, the construction loan closed in the amount $7,400,000, over $3 million less than originally authorized. Construction of the sewers in the older parts of town was severley impeded due to unanticipated "groundwater" whose origin was established to be leaking from turn-of-the-century cast iron water pipes with lead joints at a rate of 200 gallons per minute. Leaks were exacerbated by sewer project heavy equipment in the vicinity. The best overall solution was to replace approximately 7,400 feet of cast iron pipe at a cost of $558,620. The Division of Drinking Water provided a 3.41 percent interest, 20 year term loan in amount of $389,000 toward the emergency repairs. The Division of Water Quality funded the remaining $279,620 of the water pipes replacement cost out of the project's contingency. Following construction of wastewater treatment plant and during clean water testing, an exterior lagoon dike was breached. The cause of the dike damage is unknown at this time. A determination of the cause of the failure is necessary before a solution can be determined and the cost of repair established. A geotechnical testing and analysis will be completed by mid-May 2011. In review the available information and in consultation with the town engineer, staff believes that a conservative upper limit estimate of the repair to be $1 million. Staff is recommending that the Water Quality Board reserve $1,000,000 of Hardship Grant funds for this project until May 15, 2011.

Motion: **It was moved by Mr. Bateman to approve staff's request to set aside $1,000,000 in hardship grant funds through February 23, 2012. The motion was seconded by Mr. Myers. The motion was unanimously approved.**

Coalville City Introduction: Ms. Nelson introduced Mayor Schmidt from Coalville and Ms. Gooch, Mr. Lindley, and Mr. Whiteley with JUB Engineering. Coalville is requesting financial assistance in the amount of a $6,834,000 grant and $2,650,000 loan at an interest rate of 0.0% repayable over 20 years for the construction of a new wastewater treatment facility to replace the existing facility that must be abandoned. The existing plant sits on land owned by the Bureau of Reclamation (Reclamation). Reclamation has said due to the changes in environmental laws and regulations, they see no legal way to allow the current wastewater treatment plant to remain at its present location. Another option they

considered was to transfer the title of the land under the plant to Coalville City in order to be in compliance with federal law, thereby removing the legal requirement. However, this option will not work since the elevation of the land is 10 feet below the elevation of the crest of the dam and is susceptible to a major flood event. The current lease will expire in October 2014. The board discussed the issue and Mr. Myers suggested they need to talk directly with representatives from Reclamation prior to the next Board meeting. Staff will arrange to have an onsite discussion with Coalville City and Reclamation.

Green River Request for Planning Advance: Mr. Cook introduced Conae Black and Phil Englener from Green River and Gracelynn Melville and Darrel Leamaster from Johansen & Tuttle Engineering. The City of Green River requests a Planning Advance in the amount of $23,000 to prepare a design study which will determine the best method for disinfecting the effluent to allow it to discharge. The existing sewer system in Green River collects wastewater flow from both sides of the Green River and conveys it to a four cell total containment lagoon on the south side of the city. Green River City's total containment lagoon is currently at hydraulic capacity. Staff recommends that the Board authorize a $23,000 Hardship Planning Advance to the City of Green River to study the disinfection alternatives and write the engineering report.

Motion: **It was moved by Mr. Myers to approve staff's request to authorize Green River a Hardship Planning Advance in the amount of $23,000, with the understanding that grant funds may or may not be available for the remaining work needed. The motion was seconded by Mayor Snarr. The motion was unanimously approved.**

Huntsville Introduction: Ms. Wondimu introduced Kevin Brown and Dave Torgersen with Sunrise Engineering. She noted that representatives from Huntsville and Weber County had been in the audience, but due to the length of the meeting, had had to leave. Huntsville Town is requesting financial assistance in the amount of $3,613,000 grant and a $10,838,000 loan at an interest rate of 0.0% repayable over 30 years for construction of a wastewater collection and IFAS treatment system. Currently, wastewater treatment for the Town of Huntsville and the unincorporated areas in South Ogden Valley consists almost entirely of onsite wastewater treatment systems (septic systems). The existing on-site wastewater systems of the town and the unincorporated areas in South Ogden Valley have been considered to have an impact on the Pineview Reservoir. According to a TMDL report, the surrounding on-site wastewater treatment systems, including those located in Huntsville, are considered to be a non point source load allocation for the reservoir. Huntsville Town is proposing to construct approximately 114,000 linear feet of 8-inch, 10-inch, 12-inch and 15-inch PVC sewer lines and a new 0.3 mgd IFAS, with STM Aerator, wastewater treatment facility with sub-surface disposal using a rapid infiltration basin to dispose of the treated effluent. Staff comments and recommendation will be provided at the request for funding authorization.

Monroe City Introduction: Ms. Wondimu introduced Mayor Robert Nilsson from Monroe City, Darin Robinson with Jones & DeMille Engineering Inc. and John Chartier who is a district engineer from Central Valley Health Department. Monroe city is requesting financial assistance in the amount of a $4,058,000 grant and a $3,254,000 loan at an interest rate of 0.0% repayable over 30 years for construction of a wastewater collection system, lift station, and force main to convey its wastewater to Richfield City's wastewater treatment lagoon system. Mr. Simpson noted there seems to be a question of public support based on the first meeting. He suggested the City hold additional public meetings to determine public support before coming back before the Board to request funding. The board requested staff report back on other sources of funding that is available.

PROJECT UPDATE:

PROJECT UPDATE BY DIVISION WILDLIFE RESOURCES: Mr. Adams introduced Ms. Wingert from Division of Water Quality and Justin Robinson from the Division of Wildlife Resources. Justin

Robinson provided a brief summary of a river restoration project on the upper Strawberry River completed last summer utilizing ARRA funding administered by DWQ. The project has focused on protecting eroding riverbank through the installation of coconut fiber fabric coupled with extensive willow plantings that will ultimately protect the banks and provide improved aquatic habitat. This project is a critical water quality improvement project to reduce sediment and associated phosphorus loading into Strawberry Reservoir downstream that has a TMDL for total phosphorus.

RULEMAKING:

Pariette Draw TMDL Update – Technical Overview & Request to Initiate Rulemaking: Mr. Adams and Ms. Wingert said the Division received approval in September 2010 from EPA Region 8 for the Pariette Draw TMDL. This will be the final TMDL approved by EPA prior to Board approval. The Pariette Draw TMDL includes non-point source load allocations for three parameters, Selenium, Boron and Total Dissolved Solids. Staff is requesting approval by the Board to take to Rulemaking.

Motion: **It was moved by Mr. Myers to allow staff to proceed to rulemaking. The motion was seconded by Mr. Echols and was unanimously approved.**

Prior to ending the meeting the Board agreed they would like to have a half day meeting to discuss Nutrients on the morning of June 22nd prior to the Board meeting. They also agreed to skip the March Board meeting since April's meeting is at the first of the month.

-NEXT MEETING –
Wednesday, April 6, 2011 @ 8:30 PM
Dixie Convention Center
Entrada B & C
St. George, Utah 84770

_____
Jay Olsen, Chairman
Utah Water Quality Board

State of Utah

GARY R. HERBERT
Governor

GREG BELL
Lieutenant Governor

Department of
Environmental Quality

Amanda Smith
Executive Director

DIVISION OF WATER QUALITY
Walter L. Baker, P.E.
Director

Utah Water Quality Board Meeting
DEQ Building Board Room #1015
195 North 1950 West
Salt Lake City, Utah 84116
February 23, 2011

Work Meeting Begins @ 8:30 a.m.-10:30 a.m.

Report on TMDL Process and Policy Workgroup Meeting ..... Carl Adams
Funding Issues ..... Emily Cantón, Ed Macauley

Board Meeting Begins @ 10:30 a.m..

AGENDA

A. **Water Quality Board Meeting – Roll Call**

B. (Tab 1) **Minutes:**
1. Approval of Minutes for January 26, 2011 ..... Jay Olsen

C. **Executive Secretary's Report** ..... Walt Baker

D. (Tab 2) **Funding Requests:**
1. Financial Status Report ..... Emily Cantón
2. Perry/Willard Request for Funding Authorization ..... Beth Wondimu
3. Stockton Update ..... John Mackey
4. Coalville Introduction ..... Lisa Nelson
5. Green River Request for Planning Advance ..... John Cook
6. Huntsville Introduction ..... Beth Wondimu
7. Monroe Introduction ..... Beth Wondimu

E. (Tab 3) **Project Update:**
1. Project update by Division Wildlife Resources ..... Carl Adams

F. (Tab 4) **Rulemaking:**

1. Pariette Draw TMDL Update – Technical Overview & Request to Initiate Rulemaking ..... Sandy Wingert, Carl Adams

G. (Tab 5) **Other Business:**

Next Meeting – March 23, 2011
DEQ Building Board Room #1015
195 North 1950 West
Salt Lake City, Utah 84116

In compliance with the American Disabilities Act, individuals with special needs (including auxiliary communicative aids and services) should contact Brooke Baker, Office of Human Resources, at (801) 536-4412,
TDD (801) 536-4414, at least five working days prior to the scheduled meeting.

Project Number: MB

Date Received: January 25, 2011

Date to be presented to the WQB: February 23, 2011

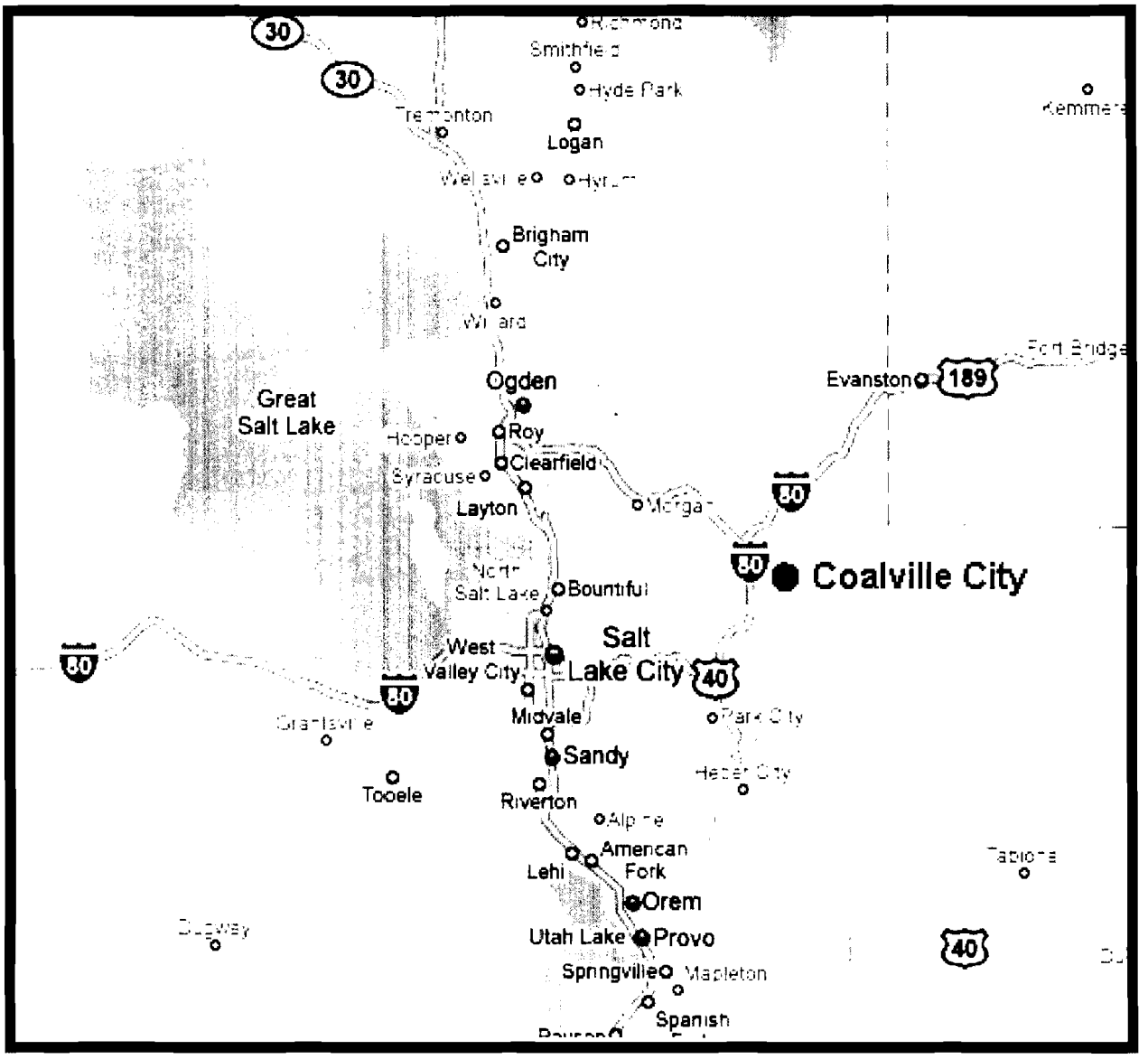
WATER QUALITY BOARD
FEASIBILITY REPORT FOR WASTEWATER TREATMENT PROJECT
INTRODUCTION

APPLICANT:	Coalville City 10 North Main PO Box 188 Coalville, Utah 84017 Telephone: 435-336-5981
PRESIDING OFFICIAL:	Mayor Duane Schmidt 10 North Main PO Box 188 Coalville, Utah 84017 Telephone: 435-336-5981
CONTACT PERSON:	Duane Schmidt, Coalville City Mayor 10 North Main PO Box 188 Coalville, Utah 84017 Telephone: 435-336-5981
TREASURER:	Chantel Pace, City Recorder 10 North Main PO Box 188 Coalville, Utah 84017 Telephone: 435-336-5981
CONSULTING ENGINEER:	Trevor Lindley, Project Engineer J-U-B Engineers Inc. 466 North 900 West Kaysville, Utah 84037 Telephone: 801-544-0393
CITY ATTORNEY:	Sheldon Smith, Sheldon Smith & Associates PO Box 972 Coalville, Utah 84017 Telephone: 435-336-1200
BOND COUNSEL:	TBD

APPLICANT'S REQUEST:

Coalville City is requesting financial assistance in the amount of a $6,834,000 grant and $2,650,000 loan at an interest rate of 0.0% repayable over 20 years for the construction of a new wastewater treatment facility to replace the existing facility that must be abandoned.

APPLICANT'S LOCATION



PROJECT NEED

Coalville City's aged wastewater treatment facility currently resides on property leased from the United States Bureau of Reclamation (BOR) under a 50 year lease agreement set to expire in October 2014. The BOR is unwilling to extend the lease under terms that Coalville considers reasonable, forcing the City to relocate its wastewater treatment facilities in their entirety.

UPDATES SINCE THE HARDSHIP PLANNING ADVANCE ON JUNE 20, 2008

On June 20, 2008, the City of Coalville came to the Water Quality Board for a planning advance to help cover the costs associated with conducting a land transfer with BOR. As stated earlier, the wastewater treatment plant for the City of Coalville resides on land that is owned by the BOR and was leased back on a 50 year lease that comes due October 2014.

The City was under the early impression (based on Facility Planning funded by the City and conducted in 2006-2007) that the BOR was quite amenable to this transfer and all of the early meetings seemed to confirm this. From July 2008 until September 2009 the City and JUB and BOR staff were working towards this property transfer and working on all the required documents, one being the Emergency Response Plan. However, when the BOR Area Manager became involved in September 2009, the process began to stall.

The Area Manager of the BOR became adamant that an extensive berm surrounding the treatment facility would be required as part of the Emergency Response Plan prior to any sale or renewal of a lease. Design criteria described by the BOR required that the top of the berm match the crest of the dam; the berm have a keyway trench in the bottom extending approximately 5 feet below the native ground with an impervious material to block potential contamination; the berm be reinforced on the reservoir side in order to prevent erosion; and the berm have a crest width of approximately 10 feet with sides slopes of 1:1.

This would result in a berm surrounding the treatment plant approximately 7 feet higher than the treatment plant floor and 10 or more feet high above the nearby floor of the reservoir (immediately outside the lease area limits of the treatment plant). This is nearly five times greater than that necessary to contain emergency wastewater overflows. The BOR felt this could easily be accomplished for $75,000. However, JUB's estimate was more in line with $550,000.

The City and JUB and DWQ attended a meeting with Brad Shafer, Senior Advisor in Senator Bennett's office, to discuss these problems with BOR and the precarious situation it was putting the City in. Mr. Shafer called the BOR to intervene on the City's behalf and expressed his concerns, to no avail. The criticality of the schedule was discussed and the possibility of receiving 595 appropriations funding was broached.

The City has received a letter from BOR dated May 10, 2010 stating that if they found the BOR response to the City's request not to construct a berm unacceptable then "we encourage you to pursue constructing a new facility on non-federal lands" (copy of Letter in Appendix B). At this point the City isn't left with many options and has aggressively begun the process of trying to fund and construct a new facility within a very short and strict timeline.

Since that time, the City was awarded the 595 grant in the amount of $5,000,000 (see copy of Signed Agreement in Appendix E). However, the 595 grant was withdrawn in December (see copy of Program Manager Letter in Appendix D).

The City's wastewater treatment facility is an award winning facility that, despite the aging infrastructure, has consistently discharged high quality effluent to Chalk Creek. Chalk Creek drains into Echo Reservoir that has a state beneficial use classification that includes culinary water. This facility has been permitted since the 1970's and has never violated its UPDES permit, which is a major accomplishment.

PROJECT DESCRIPTION:

The preferred alternative, given the situation as it stands, is to construct a new wastewater treatment plant on non-federal lands located slightly south of the existing plant. The treatment plant technology selected is a conventional activated sludge plant with biological nutrient removal, site master planning for tertiary filtration, and residuals holding and dewatering at the site. The project also includes repair and upgrade of an existing lift station. The City plans on maintaining the same discharge point which is made possible by the City's long-term agreement with the historic rail trail and the easements that have been negotiated.

POSITION ON PROJECT PRIORITY LIST:

Coalville is currently ranked **2nd** of 25 on the Project Priority List.

POPULATION

Source Governor's Office of Planning and Budget 2008 estimates:

Population and Connection Projections

Year	Residents	Total Sewer ERUs[1]
2010	1,591	734
2020	1,944	834
2030	2,417	1,002

[1] Includes residential and non-residential ERU's

CURRENT USER CHARGE:

Coalville recently revised their sewer ordinance to raise sewer rates from $28 to $32 for a typical residence, and they also implemented an automatic increase to $36/month in January 2012 and $40/month in January 2013. The current rates are:

Residential $32.00 per month
Commercial: $32.00 per month plus $2.29 per 1,000 gallons over 8,500 gallons
RV Parks: $12.00 per space, plus usage at $2.29 per 1,000 gallon
Impact Fee: $3,330.57

IMPLEMENTATION SCHEDULE:

Introduction to WQB for Funding:	February 23, 2011
WQB Funding Authorization:	April 6, 2011
Final Public Hearings:	May 2011
Advertise EA (FONSI):	June 2011
Facility Plan Approval:	July 2011
Commence Design:	October 2011
Issue Construction Permit:	July 2012
Advertise for Bids:	August 2012
Bid Opening:	October 2012
Loan Closing:	November 2012
Commence Construction:	January 2013
Complete Construction:	**October 2014**

COST ESTIMATE:

Legal and Bonding	$	28,000
DWQ Loan Origination Fee (1%)	$	27,000
Engineering - Design	$	684,000
Engineering - CMS	$	684,000
Property & Easements	$	350,000
Construction	$	6,370,000
Contingency	$	1,047,000
Refund 2001 Bond and DWQ Planning Advance	$	294,000
Total	$	9,484,000

ESTIMATED ANNUAL COST FOR SEWER SERVICE:

Operation & Maintenance - Annual	$239,000
WQB Debt Service (0%; 20 yrs)	$132,500
Existing Debt Service (to be refinanced)	$0
WQB Required Reserves (1½ pmt/6 yrs)	$33,125
Coalville City MAGI (2009)	$39,300
Monthly Cost / ERU at 1.4% MAGI	$45.94

STAFF COMMENTS AND RECOMMENDATION:

Although this project is just an Introduction, Coalville City is requesting that the Water Quality Board set aside hardship grant funds in the amount of a $6,834,000 to ensure that this project can be affordably financed. Staff will provide comments and a recommendation with the Authorization.

Coalville
Wastewater Treatment Facilty Improvement Project

Project Costs		
Legal and Bonding	$	**28,000**
Engineering - Design	$	**684,000**
Engineering - CMS	$	**684,000**
Property and Easements	$	**350,000**
Construction	$	**6,370,000**
Contingency (~16%)	$	**1,047,000**
Loan Origination Fee	$	**27,000**
Repay Planning Advance	$	**100,000**
Refinance 2001 Bond	$	**194,000**
Total Project Cost:	$	**9,484,000**

Current Customer Base & User Charges	
Residential Customers (ERU):	**519**
Comm/Indust Customers (ERU):	**215**
Total Customers (ERU):	**734**
Average MAGI for Coalville (2009)	**$39,300**
Average Impact& Connection Fee (per ERU):	**$3,331**
Current Monthly User Fee (per ERU):	**$32.00**

Funding Conditions		
Loan Repayment Term (years):	$	**20**
Reserve Funding Period:	$	**6**

Project Funding		
Local Contribution		
WQB Grant Amount	$	**6,834,000**
WQB Loan Amount:	$	**2,650,000**
Total Project Funding:	$	**9,484,000**

Total O&M expenses Treatment & Collection	$	**239,000**
Existing Debt Service	$	**-**

2-13

ESTIMATED COST OF SEWER SERVICE

WQB Loan Amount	WQB Loan Interest Rate	WQB Loan Debt Service	WQB Loan Reserve	Existing Debt Service	Total Annual Sewer O&M Cost	Total Annual Sewer Cost	Annual Revenue from User Charges	Cost/ERU in Monthly Sewer Fees	Sewer Cost as a percent of MAGI
$2,650,000	**0.00%**	**$132,500**	**$33,125**	**$0**	**$239,000**	**$404,625**	**$281,856**	**$45.94**	**1.40%**
$2,650,000	1.00%	$146,851	$36,713	$0	$239,000	$422,563	$281,856	$47.97	1.46%
$2,650,000	1.50%	$154,351	$38,588	$0	$239,000	$431,939	$281,856	$49.04	1.50%
$2,650,000	2.00%	$162,065	$40,516	$0	$239,000	$441,582	$281,856	$50.13	1.53%
$2,650,000	2.30%	$166,795	$41,699	$0	$239,000	$447,494	$281,856	$50.81	1.55%
$2,650,000	2.50%	$169,990	$42,497	$0	$239,000	$451,487	$281,856	$51.26	1.57%
$2,650,000	3.00%	$178,122	$44,530	$0	$239,000	$461,652	$281,856	$52.41	1.60%
$2,650,000	3.50%	$186,457	$46,614	$0	$239,000	$472,071	$281,856	$53.60	1.64%
$2,650,000	4.00%	$194,992	$48,748	$0	$239,000	$482,740	$281,856	$54.81	1.67%
$2,650,000	4.50%	$203,722	$50,930	$0	$239,000	$493,652	$281,856	$56.05	1.71%
$2,650,000	5.00%	$212,643	$53,161	$0	$239,000	$504,804	$281,856	$57.31	1.75%

APPENDICES

APPENDIX A:	Timeline of Events
APPENDIX B:	Letter from BOR declining to sell/transfer additional land
APPENDIX C:	Minutes from Meeting with BOR and Coalville to discuss land transfer 11/23/09
APPENDIX D:	Letter from 595 Program Manager stating funds no longer available
APPENDIX E:	Signed Agreement Between Coalville and Department of Army for 595 Funds

Appendix A
Timeline of Events

8.2 RESULTS OF BOR COORDINATION ON LAND ACQUISITION

As part of the Facility Planning effort in 2006 and 2007, J-U-B coordinated with the BOR regarding the lease. A number of emails and letters were exchanged to gauge BOR opinion on the possibility of extending the lease, purchasing the 2.3 acres, or purchasing additional land. These letters were included in the 2007 Facility Plan under Appendix H. The feeling at the completion of the 2007 plan was the BOR may be interested in selling but a thorough process including National Environmental Policy Act (NEPA) review and land value appraisal would be required. The following timeline presents a summary of events, submittals, and meetings with BOR and the Utah Division of Water Quality (DWQ) since the May 2007 Facility Plan.

December 21, 2006:

A letter sent from JUB to BOR recognizing the upcoming lease expiration with concerns of how to proceed once the lease expires.

May 2007:

The draft Wastewater Treatment Facility Plan is completed; the first recommended step is to continue to engage the BOR relative to land acquisition.

March 18, 2008:

Coalville City approaches DWQ staff to request if DWQ can provide the City funding in the form of a planning advance for the Environmental Assessment (NEPA process), due diligence of land transfer, and appraisal for land acquisition from the BOR.

May 28, 2008:

A kickoff meeting is held with City, JUB, and BOR to scope the needs for an environmental assessment and to understand the process required in purchasing land from the BOR.

May 29, 2008:

The City completes Right-of-Use Application per BOR requirements.

May-June, 2008:

Discussions with City staff, JUB, and DWQ suggest that as long as BOR may consider a land sale the City should try to get as much land as possible for future expansion. The City is interested in a total of 13.4 acres including land at the existing site and directly south of Chalk Creek. (See Appendix J for proposed parcels). The existing site is relatively constrained with the Echo high water mark, the Historic Rail Trail, and Chalk Creek limiting the parcel on the north side of Chalk Creek to about 3-4 acres. Acquiring the required land will require a survey determination for a new boundary description.

June 9, 2008:

The Coalville City Council recommended making a request for a planning advance from DWQ.

June 20, 2008:

The DWQ approves a planning advance for $100,000 for the City to perform NEPA work, land appraisal, BOR coordination, and related due diligence prior to land acquisition of the BOR land. This planning advance is a zero interest loan that gets paid back with any future projects. The planning advance also includes funding for the City to perform a wastewater rate study.

August 5, 2008:

A letter is received from Weber River Water users giving approval of the land acquisition.

December 31, 2008:

The final land appraisal is completed for the proposed land under consideration. (See Appendix J).

January 12, 2009:

The Coalville City Council gives preliminary approval for a subdivision plat including 13.36 acres of land encompassing the existing treatment plant, a portion of Chalk Creek, and additional land for potential expansion as needed for future demands.

January 26, 2009:

Coalville City meets with the BOR to review the proposed subdivision plat. The BOR expresses confusion as to why the treatment plant was originally constructed at an elevation below the dam crest. Concerned about protecting the reservoir from potential contaminants coming from the treatment plant in an emergency situation, the BOR requests the city to determine the size of a berm required surrounding the treatment plant site in order to contain one full day of wastewater.

April 22, 2009:

A letter is received from DWQ to the city giving support for the proposed land transfer. (See Appendix J)

May 5, 2009:

Coalville City completes an easement application for the Rail Trail crossings onto the proposed land to be acquired from BOR. (See Appendix J).

May 6, 2009:

Coalville City meets with BOR to provide an update regarding containment of wastewater in an emergency situation. The BOR requests a document that is referenced as Emergency Response Plan (ERP) due to concerns about the potential for the existing plant to overflow or have a tank failure and potential impacts to Echo Reservoir. It was noted in the meeting that current City staff who have been operating the treatment facility since the early 1990s are not aware of any water quality impacts to Echo Reservoir. The plant"s discharge history has been exceptional and very much in compliance with its Utah Pollutant Discharge Elimination System (UPDES) permit.

September 1, 2009:

Coalville City submits a draft ERP to the BOR for review. The ERP recommends a berm along the western edge of the existing plant property to contain any plant spills that could occur in the event of a tank rupture or failure. The berm as recommended would contain 600,000 gallons of liquid on the site which is adequate to contain the entire volume of all of the tanks if they were to rupture or fail. See Appendix J for the ERP.

October 5, 2009:

The ERP draft was updated with minor comments returned from BOR on September 28, 2009. The Final ERP document was completed and sent back to BOR on October 15, 2009.

November 18, 2009:

A signed perpetual access easement was received granting Coalville City two locations to cross the historic rail trail: one at 200 North and the other at 100 North.

November 23, 2009:

The City and the BOR held a follow up meeting to discuss the ERP. The BOR staff did not review the ERP in its final form. The BOR is now asking for a much taller berm around the plant up to the dam crest elevation to protect the WWTP site from an extreme flooding event. This berm would be approximately 7 feet tall at the WWTP site (10 feet higher than surrounding grade). The BOR feels this large berm would only be a modest investment; the BOR has suggested approximately $75,000 would suffice to build the much taller berm and suggested the City could use sediments from the Echo flood plain to build the berm. JUB estimates the berm built to the dam crest elevation for just the 2.3 acre site would be a $550,000. City"s statements that the existing site has never flooded and the treatment elevations were set with the original lease do not influence BOR"s request for a berm. Appendix J includes the Engineer"s berm estimates for three conditions (all to the dam crest elevation): (1) berm the 2.3 acre site, (2) berm 2.3 acre site plus one additional acre to match the footprint of the recommended facility plan, (3) berm the entire 13.4 acre parcel that is of interest to Coalville.

January 19, 2010:

A meeting was scheduled with JUB, the city, and BOR to follow up with our previous meeting to further discuss the need for the 10 foot tall berm. The BOR cancelled the meeting because the city was unwilling to construct a 10-foot berm around the treatment plant. The city"s reason for not constructing the berm is the high cost, negative impact upon the surrounding environment, and the safe operation of the facility for a number of decades.

February 18, 2010:
Coalville City meets with the DWQ to discuss the BOR's request for a berm. The DWQ encourages the City to continue to work with BOR and strongly encourages City to get more land for treatment expansion either from BOR holdings or other suitable land. The DWQ agrees the City is better to invest resources in facility upgrades that will continue to protect water quality versus constructing an expensive berm. The DWQ encourages City to look at overall schedule between now and October 2014 in the event the City has to abandon the site and build a new facility. See Appendix J for the meeting minutes of this meeting.
March 22, 2010:
Coalville City meets with the Army Corp of Engineers and State of Utah congressional representatives (staff) to discuss funding alternatives for a new facility on non-BOR lands. Some options do exist for federal appropriations, the options appear favorable but the funding source is not guaranteed. Coalville has made application for Army Corp funding for a new facility on non-BOR lands. See Appendix J for the meeting minutes of this meeting.
April 21, 2010:
The City sends the BOR a letter stating the City desires to acquire more land and also states desire to not construct a berm but to put any financial resources into treatment improvements. The site to the knowledge of City staff, DWQ, or JUB Engineers has not spilled into Echo or been flooded by high water. Figure 5-1 shows the flood plain when the reservoir at a full pool condition at elevation 5560. Appendix J shows a high water map with the water going over the spillway gates. The letter asks for a response by May 10, 2010 so the City can continue its planning process.
May 10, 2010:
The BOR responds with a letter stating a "containment" berm will be required if the City desires to stay in the existing location through a land transfer. BOR rescinds any offer to transfer land beyond the 2.3 acres. They note if an approved containment berm is not of interest to the City then the City should consider relocating to non-federal lands. The BOR letter dated May 10, 2010 is included in Appendix J.
September 1, 2010:
A Project Partnership Agreement was signed by the Mayor of Coalville, Utah and the District Engineer for Sacramento District Corps of Engineers on 1 September 2010. Funding for the project is not guaranteed but potentially anticipated through the Sacramento District of the project is not guaranteed but potentially anticipated through the Sacramento District of the U.S. Army Corps of Engineers (ACOE), Sacramento, CA. The Project Manager and Point of Contact (POC) for the project is Mr. Scott Stoddard of the Intermountain Office located in Bountiful, Utah.

Appendix B

United States Department of the Interior

BUREAU OF RECLAMATION
Upper Colorado Region
Provo Area Office
302 East 1860 South
Provo, Utah 84606-7317

IN REPLY REFER TO
PRO-453
LND-6.00

MAY 10 2010

Honorable Duane S. Schmidt
Mayor of Coalville City
10 North Main
Coalville. UT 84017

Subject: Coalville City – Wastewater Treatment Facility – Echo Reservoir – Weber River Project, Utah

Dear Mayor Schmidt:

This is in response to your letter requesting Reclamation to inform you whether we are willing to dispose of federal lands licensed to the city for the wastewater treatment facility and if there will be a requirement to construct an emergency containment berm. Yes, we are willing to transfer this property and therefore have initiated some of the steps of this complicated process. However, besides being mandated by law, we believe it is in the best interest of the public and all users of Weber River water to require a containment berm to protect the water quality of the reservoir and river system in case of an accident at the treatment facility. Therefore, we are not willing to transfer the property without the construction of an engineered containment berm.

In your letter you stated that you needed proof of existing law requiring such a berm. The following references cite laws requiring us to protect the environment and the health and welfare of the public. The National Environmental Protection Act (P.L. 91-190, 42 U.S.C. § 4321 *et seq.*); Federal Water Pollution Control Act (Clean Water Act); Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9601, *et seq.*, especially §§ 9607 and 9620).

You also expressed frustration over "spending tens of thousands of dollars jumping through hoops" and facing "bureaucratic nonsense." I hope that you can appreciate the favorable circumstances that Coalville City has enjoyed the past 46 years operating their wastewater treatment facility on federal lands for free. In today's world, this situation could never occur. Reclamation policies, procedures, and standards for environmental review, licensing use, and collecting revenues have changed drastically since 1964. In part, many of the increased laws, regulations, and oversight required by Congress are in place to avoid placing the United States in situations like this.

Also, as stewards of 31 major dams and hundreds of miles of canals, we have some understanding of earthwork and the process of constructing dikes and berms. We believe that the estimate of $75,000 to construct a containment berm around the existing sewer plant is still accurate, unless there are some pre-existing conditions that we are not aware of. We certainly do not think our estimate is "whimsical" as you have stated. If you, or your engineers, have any information that would cause us to modify our estimate, then in the spirit of communication and collaboration, please share that with us. We are happy to share our expertise when we have all the facts.

We understand that time is of the essence and appreciate that you started this process 4 years ago, so that we could evaluate the alternatives and come to the best possible legal solution for Coalville City, the federal government, all water users on the Weber River, and the environment. Please understand that this is a complicated process and that we are working with you by even considering transferring of the property. However, we still must meet federal laws and regulations and protect our project features.

The options we believe are viable are the following: 1. Reclamation will transfer to Coalville City the 2.3 acres of federal land containing the existing treatment facility as long as an approved emergency containment berm is constructed around the facility. 2. Relocate the facility onto non-federal property. If Coalville City believes that a berm is not feasible and "would not show good judgement and would indicate a lack of common sense" as indicated by your letter, then option two is the best option to pursue. As a contingency with option one, Reclamation will issue a temporary license, if needed, to assure continuity of operations if the existing license expires before the land transfer is executed. At this time, we will no longer consider transferring any additional federal property to the city beyond the existing licensed 2.3 acres presently in use.

When you have determined which option works best for you and your citizens, let us know so we can proceed with our process and be completed by October 2014. Please contact Mr. David Krueger, Chief of our Lands Group at 801- 379-1083. If you find this response unacceptable, we encourage you to pursue constructing a new facility on non-federal lands.

Sincerely,

Bruce C. Barrett
Area Manager

cc: Mr. Brad Schaeffer
Senator Robert Bennett's Office
51 South University Avenue Suite 310
Provo Utah 84601-4424

Appendix C

COALVILLE CITY LAND ACQUISITION PROJECT

COALVILLE CITY CORPORATION

ERP Follow up Meeting **November 23, 2009, 9:00 A.M.** **Bureau of Reclamation Provo Office**

Attending:

Name	Representing	Phone
Robert Whiteley	Coalville	801-547-0393
Dennis Gunn	Coalville	435-336-2571
Gary Carlson	BOR	801-379-1087
dick Marvin	BOR	801-379-1088
David Krueger	BOR	801-379-1083
Beverley Heffernan	BOR	801-379-1161
Kerry Schwartz	BOR	801-379-1150
Curt Pledger	BOR	801-379-1208
Bruce Barrett	BOR	801-379-1100
Ed Vidmar	BOR	801-379-1182

Emergency Response Plan

Coalville City was asked to produce an Emergency Response Plan for the operation of the existing wastewater treatment plant and prepare a copy to the BOR. This request was made during our previous meeting with the BOR on May 6, 2009. A scope was prepared for the city to consider the additional work on June 4, 2009. We were given approval to proceed on July 15, 2009. A draft was completed on September 1, 2009 and submitted to Bruce Barrett (BOR) for review. It was received on September 11, 2009 and reviewed by Troy Ethington then returned with a couple of minor grammar corrections on September 28, 2009. The updates were made and a final copy dated October 5, 2009 was resubmitted to both the city and Bruce Barrett (BOR) on October 15, 2009.

Our purpose for this meeting was to follow up on the final ERP. Bruce Barrett stated that he did not review the plan likely due to his mail being routed to other departments. Copies were made of the Final ERP and distributed to each BOR member in this meeting. Bruce and others will review the ERP and respond if there are any concerns.

One of the recommendations of the ERP was to construct a berm approximately 18-inches high in order to contain all of the volume of the treatment processes in the event of a sewage failure. Although a sewage failure of this magnitude has never occurred, it was good measure to ensure that the reservoir will receive improved protection.

Reservoir Hydrology

The hydrology and design information of the Echo Reservoir was reviewed and discussed in order to understand the high water elevation. The top of the radial spillway gates are set at 5560 which is the level that water begins to spill. This is considered the normal water elevation of the reservoir. Hydrology takes into consideration a Peak Flood Event that includes large surges of water creating rapid water elevation increases that could reach to 5570, which is also the established elevation of the crest of the dam. Therefore improvements upstream of the dam

below 5570 should not exist or should be protected. It was not discussed whether the requirement relates to habitable structures differently than municipal infrastructure.

The floor of the existing treatment plant is set at approximately 3 ½ feet above the top of the radial gates. This elevation was approved by the original lease agreement and was described as the "desired elevation". The quantity of cubic yards was described in the agreement which amounts to a vertical increase of 3 feet 9 inches above the natural ground. This is above the historical high water elevation since the plant has been in operation.

The BOR is strongly recommending that a berm be constructed around the existing facility (and any future facility at the time construction may occur) prior to the renewal of a lease or prior to the sale of any land. The berm must be set to an elevation that matches the crest of the dam at 5570. This would result in a berm surrounding the treatment plant approximately 7 feet higher than the treatment plant floor and 10 or more feet high above the nearby floor of the reservoir (immediately outside the lease area limits of the treatment plant). This is nearly five times greater than that necessary to contain emergency wastewater overflows. Although the construction of a berm to protect both entities is desired, the elevation required to protect the wastewater treatment plant from the impacts of potential reservoir flooding would supersede the elevation required to protect the reservoir from the treatment plant.

The BOR has requested a design submitted to them for the proposed construction of a berm surrounding the existing treatment plant. Design criteria described by the BOR as having the top of the berm must match the crest of the dam; have a keyway trench in the bottom extending approximately 5 feet below the native ground with an impervious material to block potential contamination; be reinforced on the reservoir side in order to prevent erosion; and have a crest width of approximately 10 feet with sides slopes of 1:1. The BOR will review the berm design and respond.

Berm Construction Concerns

The construction of a larger berm would result in numerous concerns that must be considered. These concerns relate with impacts to the environment, survey, costs, and responsibility.

The construction of a larger berm would impose a higher cost to Coalville City. This larger berm would make the existing condition meet floodplain protection standards, which have been in place since the construction of the reservoir. The BOR is unclear why these standards were not enforced when the original lease was given on the land; however they feel that this standard must be enforced with the city's request for land ownership or renewed lease. This berm would be an improvement of the reservoir to correct an existing situation that would put the reservoir into compliance. It was not discussed whose responsibility it should be to construct the berm, but it was very clear that the BOR would not be willing to cover any costs. Utilizing soil from the reservoir stockpile, costs were roughly estimated by the BOR at around $75,000 to construct the berm.

A larger berm would require adjustments to enlarge the property boundary in order to include the dimensions of the berm. This would require adjustments to the plat as well as a higher cost to the city for the purchase of more land.

It is not clear where the soil that the BOR offered for the construction of the berm was located or what condition it is in, or what type of soil it is. Before it is considered as a viable resource, a soil classification should be made to ensure that it would be adequate for a protective berm.

The proximity and accessibility should be considered to ensure that equipment could safely export the soil and transport it to the site given various conditions such as possibly being submerged under high water in the spring. The environmental assessment would likely be required to address the impact that the exported soil would create on the established vegetation and habitats.

A 404 permit would likely need to be acquired from the U.S. Army Corps of Engineers and the Utah Division of Water Rights relating to the alteration of natural streams and waterways. Wetlands would be addressed and requirements to mitigate may be enacted.

Appraisal Review
It was mentioned that the appraisal report for this property dated June 2009 would require an independent appraisal review. This appraiser will review the report to ensure that it follows federal guidelines and the established "yellow book" format. Dave Krueger will coordinate who the appraiser will be and when to get that individual involved. Once the independent appraiser has approved the document, it can be presented to the BOR as an acceptable report.

Lease Renewal
In the event that the property is not purchased, there must be an option considered to renew the lease. This must be included in the environmental document. The BOR feels strongly that with a lease renewal, the berm would also become a requirement to the city. The original lease agreement was made without cash consideration. However, the BOR would require a Fair Market Value for a Lease Rate to be established in the event that the lease is renewed.

Agreement to sale
The BOR is agreeable to the idea of selling this property to the city for the continued operation of the treatment plant. The BOR suggested that an agreement be drafted to include a couple of their concerns: that any new development on the undeveloped portion of land include a berm held to the same elevation and design as the one discussed for the existing facility; and that if the city decides that they no longer need the land, the ownership will be returned to the BOR.

Letter of Intent
The BOR has requested a written response of how the city chooses to proceed. The response should discuss the construction of a berm surrounding the treatment plant set to match the dam crest elevation. The letter should also address respond to any of the other concerns that the city may have relating to the items discussed in this meeting. The letter should give the BOR an indication of the direction the city wishes to proceed. The letter should be addressed to Bruce Barrett, but sent to the attention of David Krueger: 302 East 1860 South, Provo, UT 84606.

Follow Up meeting
A meeting was scheduled for Tuesday, January 19, 2010 at 1:00 PM at the BOR office in Provo. The discussion will be a follow up to review the proposed berm design, discuss the Letter of Intent from the city describing the city's response to the berm, the independent appraisal review, and initiating the environmental assessment.

Appendix D

DEPARTMENT OF THE ARMY
U.S. ARMY ENGINEER DISTRICT, SACRAMENTO
CORPS OF ENGINEERS
1325 J STREET
SACRAMENTO, CALIFORNIA 95814-2922

February 2, 2011

Honorable Duane S. Schmidt
Mayor of Coalville City
10 North Main
Coalville, UT 84017

Subject: Coalville City – 595 Funding for Wastewater Treatment Facility
Dear Mayor Schmidt:

Per your request this letter is a follow-up to the email that was sent to you on December 23, 2010 with the disappointing news concerning the lack of 595 funds for Coalville City and the other communities. The following is a copy of that e-mail:

> *I just got off the phone with Senator Bennett's staff (following a long meeting the other day when Congress decided NOT to pass the Omnibus bill with the $525M for Rural Utah 595). He has requested that in order to preserve funding for those 13 projects that are already in the construction phase, that all design and environmental 595 Project efforts STOP for the foreseeable future. (Environmental in Sacramento was just notified also).*
> *The projects that must go on the shelf immediately are:*
>
> - *Emerytown,*
> - *Roosevelt,*
> - *Duchesne,*
> - *Cedarview,*
> - *Eureka,*
> - *Coalville,*
> - *Whiterocks (upper pipeline)*
>
> *We will honor our portion of the design and environmental expenses incurred to date – 23 December 2010. (Even with the above stoppages, we are still several million short on the projects already in construction and hoping for a BIG "miracle" or several small ones.)*
> *Sorry to be the bearer of bad news right before the holidays (but Senator Bennett did everything possible, right up until the last minute).*
> *Thanks Again!*
> *Scott Stoddard*

This letter is just reiterating the fact that the funding will not be available to Coalville and the other communities at this time. Although the Project Partnership Agreement was signed and approved, funding for the 595 Program and reimbursements through it, are subject to the availability of funds as appropriated by each Congress (as identified in the agreement). The immediate past Congress did not to pass a Federal budget or Omnibus for the current Fiscal Year - 2011. If and when future appropriations are received, each community will be notified based on their closeness to construction. If you have any question please feel free to contact me.

Sincerely

Scott Stoddard

Scott Stoddard
Rural Utah 595 Program Manager
US Army Corps of Engineers

AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
COALVILLE CITY, UTAH
FOR
DESIGN AND CONSTRUCTION
ASSISTANCE
FOR THE
COALVILLE WASTEWATER PROJECT, COALVILLE CITY, UTAH

THIS AGREEMENT is entered into this 1ST day of SEPTEMBER, 2010, by and between the Department of the Army (hereinafter the "Government"), represented by the U.S. Army Engineer, Sacramento District and Coalville City, Utah (hereinafter the "Non-Federal Sponsor"), represented by the Mayor.

WITNESSETH, THAT:

WHEREAS, the Secretary of the Army is authorized to provide design and construction assistance, which may be in the form of grants or reimbursements of the Federal share of project costs, for water-related environmental infrastructure and resource protection and development projects in Idaho, Montana, rural Nevada, New Mexico, rural Utah, and Wyoming (hereinafter the "Section 595 Program") pursuant to Section 595 of the Water Resources Development Act of 1999, Public Law 106-53, as amended (hereinafter "Section 595");

WHEREAS, Section 595 provides that the Secretary of the Army may provide assistance for a water-related environmental infrastructure and resource protection and development project only if the project is publicly owned;

WHEREAS, Section 595 provides that $100,000,000 in Federal funds are authorized to be appropriated for design and construction assistance for projects undertaken in rural Utah pursuant to the Section 595 Program;

WHEREAS, the U.S. Army Engineer, Sacramento District (hereinafter the "District Engineer") has determined that the Coalville Wastewater Project in Coalville City, Summit County, Utah (hereinafter the "*Project*", as defined in Article I.A. of this Agreement) is eligible for implementation under Section 595;

WHEREAS, Section 595 provides that the Secretary of the Army shall not provide assistance for any water-related environmental infrastructure and resource protection and development projects until each non-Federal sponsor has entered into a written agreement to furnish its required cooperation for the project;

WHEREAS, Section 595 specifies the cost-sharing requirements applicable to the *Project* including that the Secretary of the Army shall afford credit for the reasonable costs of design

completed by the non-Federal interest before entering into a written agreement with the Secretary;

WHEREAS, Section 102 of the Energy and Water Development Appropriations Act, 2006, Public Law 109-103, provides that credits and reimbursements afforded for all applicable general authorities and under specific project authority shall not exceed $100,000,000 for all applicable programs and projects in each *fiscal year*;

WHEREAS, the Government and the Non-Federal Sponsor desire to enter into an agreement (hereinafter the "Agreement") for the provision of design and construction assistance for the *Project*;

WHEREAS, the Government and Non-Federal Sponsor have the full authority and capability to perform as hereinafter set forth and intend to cooperate in cost-sharing and financing of the *Project* in accordance with the terms of this Agreement; and

WHEREAS, the Government and the Non-Federal Sponsor, in connection with this Agreement, desire to foster a partnering strategy and a working relationship between the Government and the Non-Federal Sponsor through a mutually developed formal strategy of commitment and communication embodied herein, which creates an environment where trust and teamwork prevent disputes, foster a cooperative bond between the Government and the Non-Federal Sponsor, and facilitate the successful implementation of the *Project*.

NOW, THEREFORE, the Government and the Non-Federal Sponsor agree as follows:

ARTICLE I - DEFINITIONS

A. The term "*Project*" shall mean the design and construction of the new wastewater treatment system in Coalville City, Utah as generally described in the attached Scope of Work, dated August 2, 2010.

B. The term "*total project costs*" shall mean the sum of all costs incurred by the Non-Federal Sponsor and the Government in accordance with the terms of this Agreement that the District Engineer determines are directly related to design and construction of the *Project*. Subject to the provisions of this Agreement including audits conducted in accordance with Article X.C. of this Agreement to determine the reasonableness, allocability, and allowability of such costs, the term shall include, but is not necessarily limited to: the costs of the Non-Federal Sponsor's *pre-Agreement design work* determined in accordance with Article II.N. of this Agreement; the Non-Federal Sponsor's design costs incurred after the effective date of this Agreement; the Government's costs of review in accordance with Article II.A.1. of this Agreement; the Government's costs of preparation of environmental compliance documentation in accordance with Article II.A.2. of this Agreement; the Government's costs of inspection in accordance with Article II.A.6. of this Agreement; the Government's costs of technical assistance in accordance with Article II.A.1. and Article II.A.6. of this Agreement; the Non-Federal

Sponsor's and the Government's costs of investigations to identify the existence and extent of hazardous substances in accordance with Article XIV.A.1. and Article XIV.A.2. of this Agreement; the Non-Federal Sponsor's and the Government's costs of historic preservation activities in accordance with Article XVII.A. and Article XVII.B. of this Agreement; the Non-Federal Sponsor's construction costs; the Non-Federal Sponsor's supervision and administration costs; the Non-Federal Sponsor's costs of identification of legal and institutional structures in accordance with Article II.J. of this Agreement not incurred pursuant to any other agreement for the *Project*; the Non-Federal Sponsor's and the Government's costs of participation in the Project Coordination Team in accordance with Article V of this Agreement; the Non-Federal Sponsor's costs of contract dispute settlements or awards; the value of lands, easements, rights-of-way, *relocations*, and permit costs determined in accordance with Article IV of this Agreement but not to exceed 25 percent of total project costs; the Non-Federal Sponsor's and the Government's costs of audit in accordance with Article X.B. and Article X.C. of this Agreement; and any other costs incurred by the Government pursuant to the provisions of this Agreement. The term does not include any costs of activities performed under any other agreement for the *Project*; any costs for operation, maintenance, repair, rehabilitation, or replacement of the *Project*; any costs of establishment and maintenance of legal and institutional structures in accordance with Article II.J. of this Agreement; any costs of *betterments*; any costs incurred in advertising and awarding any construction contracts prior to the effective date of this Agreement; any construction costs incurred prior to the effective date of this Agreement; any interest penalty paid in accordance with Article VI.B.4. of this Agreement; any costs of dispute resolution under Article VII of this Agreement; the Government's costs for data recovery activities in accordance with Article XVII.D. and Article XVII.E. of this Agreement; or the Non-Federal Sponsor's costs of negotiating this Agreement.

C. The term "*period of design and construction*" shall mean the time from the effective date of this Agreement to the date that construction of the *Project* is complete, as determined by the Government, or the date that this Agreement is terminated in accordance with Article II.E. or Article XIII or Article XIV.C. of this Agreement, whichever is earlier.

D. The term "*highway*" shall mean any highway, roadway, street, or way, including any bridge thereof, that is owned by a public entity.

E. The term "*relocation*" shall mean providing a functionally equivalent facility to the owner of a utility, cemetery, *highway*, railroad, or public facility when such action is authorized in accordance with applicable legal principles of just compensation. Providing a functionally equivalent facility may take the form of alteration, lowering, raising, or replacement and attendant demolition of the affected facility or part thereof.

F. The term "*betterment*" shall mean a difference in the design or construction of an element of the *Project* that results from the application of standards that the Government determines exceed those that the Government would otherwise apply to the design or construction of that element. The term does not include any design or construction for features not included in the *Project* as defined in paragraph A. of this Article.

G. The term "*fiscal year*" shall mean one year beginning on October 1 and ending on September 30.

H. The term "*Federal program funds*" shall mean funds provided by a Federal agency, other than the Department of the Army, plus any non-Federal contribution required as a matching share therefor.

I. The term "*sufficient invoice*" shall mean submission of all of the following three items: (1) a written certification by the Non-Federal Sponsor to the Government that it has made specified payments to contractors, suppliers, or employees for performance of work in accordance with this Agreement, or a written certification by the Non-Federal Sponsor to the Government that it has received bills from contractors, suppliers, or employees for performance of work in accordance with this Agreement; (2) copies of all relevant invoices and evidence of such payments or bills received; and (3) a written request for reimbursement for the amount of such specified payments or bills received that identifies those costs that have been paid or will be paid with *Federal program funds*.

J. The term "*Section 595 Program Limit for rural Utah*" shall mean the amount of Federal funds authorized to be appropriated for projects undertaken in rural Utah pursuant to the Section 595 Program. As of the effective date of this Agreement, such amount is $100,000,000.

K. The term "*Section 102 Limit*" shall mean the annual limit on credits and reimbursements imposed by Section 102 of the Energy and Water Development Appropriations Act, 2006, Public Law 109-103.

L. The term "*pre-Agreement design work*" shall mean the work performed prior to the effective date of this Agreement by the Non-Federal Sponsor that is directly related to design of the *Project* and that was not performed pursuant to any other agreement for the *Project*.

ARTICLE II - OBLIGATIONS OF THE GOVERNMENT AND THE NON-FEDERAL SPONSOR

A. Using its funds, the Non-Federal Sponsor expeditiously shall design and construct the *Project* in accordance with Federal laws, regulations, and policies.

1. The Non-Federal Sponsor shall require all contractors to whom it awards design contracts to provide 30 percent and 100 percent design information to enable in-progress review of the design. The Government may participate in the review of the design at each stage of completion and may provide technical assistance to the Non-Federal Sponsor on an as-needed basis until the end of the *period of design and construction*. The Government shall perform a final review to verify that the design is complete and is necessary for the *Project*. Upon completion of design, the Non-Federal Sponsor shall furnish the District Engineer with copies of the completed design.

2. Using information developed by the Non-Federal Sponsor, the Government shall develop and coordinate as required, an Environmental Assessment and Finding of No Significant Impact or an Environmental Impact Statement and Record of Decision, as necessary, to inform the public regarding the environmental impacts of the *Project* in accordance with the National Environmental Policy Act of 1969 (hereinafter "NEPA"). The Non-Federal Sponsor shall not issue the solicitation for the first construction contract for the *Project* or commence construction of the *Project* using the Non-Federal Sponsor's own forces until all applicable environmental laws and regulations have been complied with, including, but not limited to NEPA and Section 401 of the Federal Water Pollution Control Act (33 U.S.C. 1341).

3. The Non-Federal Sponsor shall obtain all permits and licenses necessary for the design and construction of the *Project* and, in the exercise of its rights and obligations under this Agreement, shall comply with all applicable Federal, state, and local laws, regulations, ordinances, and policies including the laws and regulations specified in Article XI of this Agreement. As necessary to ensure compliance with such laws, regulations, ordinances, and policies, the Non-Federal Sponsor shall include appropriate provisions in its contracts for the design and construction of the *Project*.

4. The Non-Federal Sponsor shall afford the Government the opportunity to review and comment on the solicitations for all contracts for the *Project*, including relevant plans and specifications, prior to the Non-Federal Sponsor's issuance of such solicitations. To the extent possible, the Non-Federal Sponsor shall afford the Government the opportunity to review and comment on all proposed contract modifications, including change orders. In any instance where providing the Government with notification of a contract modification is not possible prior to execution of the contract modification, the Non-Federal Sponsor shall provide such notification in writing at the earliest date possible. To the extent possible, the Non-Federal Sponsor also shall afford the Government the opportunity to review and comment on all contract claims prior to resolution thereof. The Non-Federal Sponsor shall consider in good faith the comments of the Government, but the contents of solicitations, award of contracts or commencement of design or construction using the Non-Federal Sponsor's own forces, execution of contract modifications, resolution of contract claims, and performance of all work on the *Project* shall be exclusively within the control of the Non-Federal Sponsor.

5. At the time the Non-Federal Sponsor furnishes a contractor with a notice of acceptance of completed work for each contract for the *Project*, the Non-Federal Sponsor shall furnish a copy thereof to the Government.

6. The Government may perform periodic inspections to verify the progress of construction and that the work is being performed in a satisfactory manner. In addition, the Government may provide technical assistance to the Non-Federal Sponsor on an as-needed basis until the end of the *period of design and construction*. Further, the Government shall perform a final inspection to verify the completion of construction of the entire *Project* or completed portion thereof as the case may be. The Non-Federal Sponsor hereby gives the Government a right to enter, at reasonable times and in a reasonable manner, upon property that the Non-

Federal Sponsor now or hereafter owns or controls for the purpose of performing such inspections.

B. In accordance with Article III of this Agreement, the Non-Federal Sponsor shall provide all lands, easements, and rights-of-way, including those required for *relocations*, the borrowing of material, and the disposal of dredged or excavated material, and shall perform or ensure performance of all *relocations* that the Non-Federal Sponsor and the Government jointly determine to be required or to be necessary for construction, operation, and maintenance of the *Project*. In addition, the Non-Federal Sponsor shall obtain all permits necessary for construction, operation, and maintenance of the *Project* on publicly owned or controlled lands.

C. The Government shall determine and include in *total project costs* any costs incurred by the Non-Federal Sponsor that the District Engineer determines are directly related to design and construction of the *Project*, subject to the conditions and limitations of this paragraph.

1. Pursuant to paragraph A.6. of this Article, all work performed by the Non-Federal Sponsor for the *Project* is subject to on-site inspection and determination by the Government that the work was accomplished in a satisfactory manner and is suitable for inclusion in the *Project*.

2. The Non-Federal Sponsor's costs for design and construction that may be eligible for inclusion in *total project costs* shall be subject to an audit in accordance with Article X.C. of this Agreement to determine the reasonableness, allocability and allowability of such costs.

3. No costs shall be included in *total project costs* for any construction of the *Project* that was performed prior to compliance with all applicable environmental laws and regulations, including, but not limited to NEPA and Section 401 of the Federal Water Pollution Control Act (33 U.S.C. 1341).

4. In the performance of all work for the *Project*, the Non-Federal Sponsor must comply with applicable Federal labor laws covering non-Federal construction, including, but not limited to, 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (revising, codifying and enacting without substantive change the provisions of the Davis-Bacon Act (formerly 40 U.S.C. 276a *et seq.*), the Contract Work Hours and Safety Standards Act (formerly 40 U.S.C. 327 *et seq.*) and the Copeland Anti- Kickback Act (formerly 40 U.S.C. 276c)). Notwithstanding any other provision of this Agreement, inclusion of costs for construction in *total project costs* may be withheld, in whole or in part, as a result of the Non-Federal Sponsor's failure to comply with its obligations under these laws.

5. The Non-Federal Sponsor's costs for design and construction that may be eligible for inclusion in *total project costs* pursuant to this Agreement are not subject to interest charges, nor are they subject to adjustment to reflect changes in price levels between the time the work is completed and the time the costs are included in *total project costs*.

6. The Government shall not include in *total project costs* any costs paid by the Non-Federal Sponsor using *Federal program funds* unless the Federal agency providing the Federal portion of such funds verifies in writing that expenditure of such funds for such purpose is expressly authorized by Federal law.

D. The Government shall reimburse the Non-Federal Sponsor, in accordance with Article VI.B. of this Agreement, the amount necessary so that the Federal contribution towards *total project costs* equals 75 percent; however, any reimbursement by the Government is subject to the availability of funds and is limited by the *Section 595 Program Limit for rural Utah.*

E. Notwithstanding any other provision of this Agreement, Federal financial participation in the *Project* is limited by the following provisions of this paragraph.

1. As of the effective date of this Agreement, $60.188M of Federal funds have been provided by the Congress of the United States (hereinafter the "Congress") for the Section 595 Program in rural Utah of which $500,000 currently projected to be available for the *Project*. The Government makes no commitment to request Congress to provide additional Federal funds for the Section 595 Program in rural Utah or the *Project*. Further, the Government's financial participation in the *Project* is limited to the Federal funds that the Government makes available to the *Project*.

2. In the event the Government projects that the amount of Federal funds the Government will make available to the *Project* through the then-current *fiscal year*, or the amount of Federal funds the Government will make available for the *Project* through the upcoming *fiscal year*, is not sufficient to meet the Federal share of *total project costs* and the Federal share of costs for data recovery activities in accordance with Article XVII.D. and Article XVII.E. of this Agreement that the Government projects to be incurred through the then-current or upcoming *fiscal year*, as applicable, the Government shall notify the Non-Federal Sponsor in writing of such insufficiency of funds and of the date the Government projects that the Federal funds that will have been made available to the *Project* will be exhausted. Upon the exhaustion of Federal funds made available by the Government to the *Project*, the Government's future performance under this Agreement shall be suspended and the parties shall proceed in accordance with Article XIII.B. of this Agreement. However, if the Government cannot make available sufficient Federal funds to meet the Federal share of *total project costs* in the then-current *fiscal year* solely due to the *Section 102 Limit*, only the Government's future performance related to reimbursement pursuant to paragraph D. of this Article shall be suspended.

3. If the Government determines that the total amount of Federal funds provided by Congress for the Section 595 Program in rural Utah has reached the *Section 595 Program Limit for rural Utah*, and the Government projects that the Federal funds the Government will make available to the *Project* within the *Section 595 Program Limit for rural Utah* will not be sufficient to meet the Federal share of *total project costs* and the Federal share of costs for data recovery activities in accordance with Article XVII.D. and Article XVII.E. of this Agreement, the Government shall notify the Non-Federal Sponsor in writing of such insufficiency of funds and of the date the Government projects that the Federal funds that will have been made available to

the *Project* will be exhausted. Upon the exhaustion of Federal funds made available by the Government to the *Project* within the *Section 595 Program Limit for rural Utah*, the parties shall terminate this Agreement and proceed in accordance with Article XIII of this Agreement.

F. During the *period of design and construction*, the Non-Federal Sponsor shall prepare and furnish to the Government for review a proposed Operation, Maintenance, Repair, Rehabilitation and Replacement Manual (hereinafter the "OMRR&R Manual"). The failure of the Non-Federal Sponsor to prepare an OMRR&R Manual acceptable to the Government shall not relieve the Non-Federal Sponsor of its responsibilities for operation, maintenance, repair, rehabilitation, and replacement of the entire completed *Project*, or any completed portion thereof as the case may be, in accordance with the provisions of this Agreement.

G. Upon completion of construction and final inspection by the Government in accordance with paragraph A.6. of this Article, the Non-Federal Sponsor shall operate, maintain, repair, rehabilitate, and replace the entire *Project*, or a completed portion thereof as the case may be, in accordance with Article VIII of this Agreement. Further, after completion of all contracts for the *Project*, copies of all of the Non-Federal Sponsor's Written Notices of Acceptance of Completed Work for all contracts for the *Project* that have not been provided previously shall be provided to the Government.

H. Upon conclusion of the *period of design and construction*, the Government shall conduct an accounting, in accordance with Article VI.C. of this Agreement, and furnish the results to the Non-Federal Sponsor.

I. The Non-Federal Sponsor and the Government, in consultation with appropriate Federal and State officials, shall develop a facilities or resource protection and development plan. Such plan shall include necessary design, completion of all necessary NEPA compliance, preparation of appropriate engineering plans and specifications, preparation of an OMRR&R Manual, and any other matters related to design and construction of the *Project* in accordance with this Agreement.

J. The Non-Federal Sponsor shall identify, establish, and maintain such legal and institutional structures as are necessary to ensure the effective long-term operation of the *Project*. The Non-Federal Sponsor shall provide to the Government a description of such legal and institutional structures and such descriptions shall be included in the OMRR&R Manual prepared by the Non-Federal Sponsor. The Non-Federal Sponsor's costs of identification of such legal and institutional structures shall be included in *total project costs* and shared in accordance with the provisions of this Agreement, subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of costs. The Government shall have no obligation under this Agreement for any costs of establishment and maintenance of such legal and institutional structures.

K. The Non-Federal Sponsor shall not use *Federal program funds* to meet any of its obligations for the *Project* under this Agreement unless the Federal agency providing the Federal

portion of such funds verifies in writing that expenditure of such funds for such purpose is expressly authorized by Federal law.

L. The Non-Federal Sponsor may request the Government to acquire lands, easements, or rights-of-way or to perform *relocations* for the *Project* on behalf of the Non-Federal Sponsor. Such requests shall be in writing and shall describe the services requested to be performed or provided. If in its sole discretion the Government elects to perform or provide the requested services or any portion thereof, it shall so notify the Non-Federal Sponsor in a writing that sets forth any applicable terms and conditions, which must be consistent with this Agreement. In the event of conflict between such a writing and this Agreement, this Agreement shall control. The Non-Federal Sponsor shall be solely responsible for all costs of the services performed or provided by the Government under this paragraph and shall pay all such costs in accordance with Article VI.D. of this Agreement. Notwithstanding the acquisition of lands, easements, or rights-of-way or performance of *relocations* by the Government, the Non-Federal Sponsor shall be responsible, as between the Government and the Non-Federal Sponsor, for any costs of cleanup and response in accordance with Article XIV.C. of this Agreement.

M. In the event that the Non-Federal Sponsor elects to include *betterments* in the design or construction of the *Project* during the *period of design and construction*, the Non-Federal Sponsor shall notify the Government in writing and describe the *betterments* it intends to design and construct. The Non-Federal Sponsor shall be solely responsible for all costs due to *betterments*, including costs associated with obtaining permits therefor, and shall pay all such costs without reimbursement by the Government.

N. The Government shall determine and include in *total project costs* the reasonable costs incurred by the Non-Federal Sponsor for *pre-Agreement design work*, subject to the conditions and limitations of this paragraph, that have not been incurred pursuant to any other agreement for the *Project*. The Non-Federal Sponsor in a timely manner shall provide the Government with such documents as are sufficient to enable the Government to determine the amount of costs to be included in *total project costs* for *pre-Agreement design work*.

1. *Pre-Agreement design work* shall be subject to a review by the Government to verify that the work was accomplished in a satisfactory manner and is necessary for the *Project*.

2. Where the Non-Federal Sponsor's cost for completed *pre-Agreement design work* is expressed as fixed costs plus a percentage of construction costs, the Non-Federal Sponsor shall renegotiate such costs with its Architect-Engineer based on actual costs.

3. The Non-Federal Sponsor's costs for *pre-Agreement design work* that may be eligible for inclusion in *total project costs* shall be subject to an audit in accordance with Article X.C. of this Agreement to determine the reasonableness, allocability and allowability of such costs.

4. The Non-Federal Sponsor's costs for *pre-Agreement design work* that may be eligible for inclusion in *total project costs* pursuant to this paragraph are not subject to interest

charges, nor are they subject to adjustment to reflect changes in price levels between the time the *pre-Agreement design work* was completed and the time the costs are included in *total project costs*.

5. The Government shall not include in *total project costs* any costs for *pre-Agreement design work* paid by the Non-Federal Sponsor using *Federal program funds* unless the Federal agency providing the Federal portion of such funds verifies in writing that expenditure of such funds for such purpose is expressly authorized by Federal law.

ARTICLE III - LANDS, EASEMENTS, RIGHTS-OF-WAY, RELOCATIONS, AND COMPLIANCE WITH PUBLIC LAW 91-646, AS AMENDED

A. The Non-Federal Sponsor and the Government jointly shall determine the lands, easements, and rights-of-way required for construction, operation, and maintenance of the *Project*, including those required for *relocations*, the borrowing of material, and the disposal of dredged or excavated material. Upon reaching such determination, the Government shall provide written confirmation to the Non-Federal Sponsor thereof including a description of the lands, easements, and rights-of-way jointly determined to be required. Prior to the issuance of the solicitation for each contract for construction of the *Project*, or prior to the Non-Federal Sponsor incurring any financial obligations for construction of a portion of the *Project* using the Non-Federal Sponsor's own forces, the Non-Federal Sponsor shall acquire all lands, easements, and rights-of-way the Non-Federal Sponsor and the Government jointly determine the Non-Federal Sponsor must provide for that work and shall certify in writing to the Government that said interests have been acquired. Furthermore, prior to the end of the *period of design and construction*, the Non-Federal Sponsor shall acquire all lands, easements, and rights-of-way required for construction, operation, and maintenance of the *Project*. The Non-Federal Sponsor shall ensure that lands, easements, and rights-of-way required for the *Project* and that were provided by the Non-Federal Sponsor are retained in public ownership for uses compatible with the authorized purposes of the *Project*.

B. The Non-Federal Sponsor and the Government jointly shall determine the *relocations* necessary for construction, operation, and maintenance of the *Project*, including those necessary to enable the borrowing of material or the disposal of dredged or excavated material. Upon reaching such determination, the Government shall provide written confirmation to the Non-Federal Sponsor thereof including a description of the *relocations* jointly determined to be necessary. Prior to the issuance of the solicitation for each contract for construction of the *Project*, or prior to the Non-Federal Sponsor incurring any financial obligations for construction of a portion of the *Project* using the Non-Federal Sponsor's own forces, the Non-Federal Sponsor shall prepare or ensure the preparation of plans and specifications for, and perform or ensure the performance of, all *relocations* the Non-Federal Sponsor and the Government jointly determine to be necessary for that work and certify in writing to the Government that said work has been performed. Furthermore, prior to the end of the *period of design and construction*, the Non-Federal Sponsor shall perform or ensure performance of all *relocations* necessary for construction, operation, and maintenance of the *Project*.

C. The Non-Federal Sponsor shall comply with the applicable provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, as amended (42 U.S.C. 4601-4655), and the Uniform Regulations contained in 49 C.F.R. Part 24, in acquiring lands, easements, and rights-of-way required for construction, operation, and maintenance of the *Project*, including those required for *relocations*, the borrowing of material, or the disposal of dredged or excavated material, and shall inform all affected persons of applicable benefits, policies, and procedures in connection with said Act.

ARTICLE IV - VALUE OF LANDS, EASEMENTS, RIGHTS-OF-WAY, AND RELOCATIONS AND COSTS OF PERMITS

A. The Government shall include in *total project costs* the value of the lands, easements, and rights-of-way that the Non-Federal Sponsor and the Government jointly determine must be provided by the Non-Federal Sponsor pursuant to Article III.A. of this Agreement and the value of the *relocations* that the Non-Federal Sponsor and the Government jointly determine must be performed by the Non-Federal Sponsor or for which it must ensure performance pursuant to Article III.B. of this Agreement. The Government also shall include in *total project costs* the reasonable costs incurred by the Non-Federal Sponsor that are associated with obtaining permits pursuant to Article II.B. of this Agreement that are necessary for construction, operation, and maintenance of the *Project* on publicly owned or controlled lands. However, the Government shall not include in *total project costs* the value of any lands, easements, rights-of-way, or *relocations* that have been provided previously as an item of cooperation for another Federal project. Further, the Government shall not include in *total project costs* the value of lands, easements, rights-of-way, or *relocations* that were acquired or performed using *Federal program funds* or the costs of obtaining permits paid using *Federal program funds* unless the Federal agency providing the Federal portion of such funds verifies in writing that reimbursement for the value and costs of such items is expressly authorized by Federal law. Finally, no value or costs of such items shall be included in *total project costs* pursuant to this Article, and no reimbursement shall be provided to the Non-Federal Sponsor, for any value or costs in excess of 25 percent of *total project costs*.

B. The Non-Federal Sponsor in a timely manner shall provide the Government with such documents as are sufficient to enable the Government to determine the value of any contribution provided pursuant to Article III.A. or Article III.B. of this Agreement and to determine the reasonable costs incurred by the Non-Federal Sponsor that are associated with obtaining permits pursuant to Article II.B. of this Agreement. Upon receipt of such documents, the Government in a timely manner shall determine the value of such contributions and the reasonable costs for obtaining such permits and include in *total project costs* the amount of such value and costs that does not exceed 25 percent of *total project costs*.

C. For the sole purpose of determining the value to be included in *total project costs* in accordance with this Agreement and except as otherwise provided in paragraph E. of this Article, the value of lands, easements, and rights-of-way, including those required for *relocations*, the borrowing of material, and the disposal of dredged or excavated material, shall be the fair market

value of the real property interests, plus certain incidental costs of acquiring those interests, as determined in accordance with the provisions of this paragraph.

1. Date of Valuation. The fair market value of lands, easements, or rights-of-way owned by the Non-Federal Sponsor on the effective date of this Agreement shall be the fair market value of such real property interests as of the date the Non-Federal Sponsor awards the first construction contract for the *Project*, or, if the Non-Federal Sponsor performs the construction using its own forces, the date that the Non-Federal Sponsor begins construction of the *Project*. The fair market value of lands, easements, or rights-of-way acquired by the Non-Federal Sponsor after the effective date of this Agreement shall be the fair market value of such real property interests at the time the interests are acquired.

2. General Valuation Procedure. Except as provided in paragraph C.3. or paragraph C.5. of this Article, the fair market value of lands, easements, or rights-of-way shall be determined in accordance with the provisions of this paragraph.

a. The Non-Federal Sponsor shall obtain, for each real property interest, an appraisal that is prepared by a qualified appraiser who is acceptable to the Non-Federal Sponsor and the Government. The Non-Federal Sponsor shall provide a copy of each appraisal to the Government. The appraisal must be prepared in accordance with the applicable rules of just compensation, as specified by the Government. The fair market value shall be the amount set forth in the Non-Federal Sponsor's appraisal, if such appraisal is approved by the Government. In the event the Government does not approve the Non-Federal Sponsor's appraisal, the Non-Federal Sponsor may obtain a second appraisal, and the fair market value shall be the amount set forth in the Non-Federal Sponsor's second appraisal, if such appraisal is approved by the Government. In the event the Government does not approve the Non-Federal Sponsor's second appraisal, the Non-Federal Sponsor chooses not to obtain a second appraisal, or the Non-Federal Sponsor does not provide the first appraisal as required in this paragraph, the Government shall obtain an appraisal, and the fair market value shall be the amount set forth in the Government's appraisal, if such appraisal is approved by the Non-Federal Sponsor. In the event the Non-Federal Sponsor does not approve the Government's appraisal, the Government, after consultation with the Non-Federal Sponsor, shall consider the Government's and the Non-Federal Sponsor's appraisals and determine an amount based thereon, which shall be deemed to be the fair market value.

b. Where the amount paid or proposed to be paid by the Non-Federal Sponsor for the real property interest exceeds the amount determined pursuant to paragraph C.2.a. of this Article, the Government, at the request of the Non-Federal Sponsor, shall consider all factors relevant to determining fair market value and, in its sole discretion, after consultation with the Non-Federal Sponsor, may approve in writing an amount greater than the amount determined pursuant to paragraph C.2.a. of this Article, but not to exceed the amount actually paid or proposed to be paid. If the Government approves such an amount, the fair market value shall be the lesser of the approved amount or the amount paid by the Non-Federal Sponsor, but no less than the amount determined pursuant to paragraph C.2.a. of this Article.

3. Eminent Domain Valuation Procedure. For lands, easements, or rights-of-way acquired by eminent domain proceedings instituted after the effective date of this Agreement, the Non-Federal Sponsor, prior to instituting such proceedings, shall submit to the Government notification in writing of its intent to institute such proceedings and an appraisal of the specific real property interests to be acquired in such proceedings. The Government shall have 60 calendar days after receipt of such a notice and appraisal within which to review the appraisal, if not previously approved by the Government in writing.

a. If the Government previously has approved the appraisal in writing, or if the Government provides written approval of, or takes no action on, the appraisal within such 60 day period, the Non-Federal Sponsor shall use the amount set forth in such appraisal as the estimate of just compensation for the purpose of instituting the eminent domain proceeding.

b. If the Government provides written disapproval of the appraisal, including the reasons for disapproval, within such 60 day period, the Government and the Non-Federal Sponsor shall consult in good faith to promptly resolve the issues or areas of disagreement that are identified in the Government's written disapproval. If, after such good faith consultation, the Government and the Non-Federal Sponsor agree as to an appropriate amount, then the Non-Federal Sponsor shall use that amount as the estimate of just compensation for the purpose of instituting the eminent domain proceeding. If, after such good faith consultation, the Government and the Non-Federal Sponsor cannot agree as to an appropriate amount, then the Non-Federal Sponsor may use the amount set forth in its appraisal as the estimate of just compensation for the purpose of instituting the eminent domain proceeding.

c. For lands, easements, or rights-of-way acquired by eminent domain proceedings instituted in accordance with paragraph C.3. of this Article, fair market value shall be either the amount of the court award for the real property interests taken, to the extent the Non-Federal Sponsor and the Government jointly determined such interests are required for construction, operation, and maintenance of the *Project*, or the amount of any stipulated settlement or portion thereof that the Government approves in writing.

4. Incidental Costs. For lands, easements, or rights-of-way acquired by the Non-Federal Sponsor within a five year period preceding the effective date of this Agreement, or at any time after the effective date of this Agreement, the value of the interest shall include the documented incidental costs of acquiring the interest, as determined by the Government, subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of costs. Such incidental costs shall include, but not necessarily be limited to, closing and title costs, appraisal costs, survey costs, attorney's fees, plat maps, mapping costs, actual amounts expended for payment of any relocation assistance benefits provided in accordance with Article III.C. of this Agreement, and other payments by the Non-Federal Sponsor for items that are generally recognized as compensable, and required to be paid, by applicable state law due to the acquisition of a real property interest in accordance with Article III of this Agreement. The value of the interests provided by the Non-Federal Sponsor in accordance with Article III.A. of this Agreement shall also include the documented costs of obtaining appraisals prepared for review by the Government pursuant to paragraph C.2.a. of this

Article subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of costs.

5. Waiver of Appraisal. Except as required by paragraph C.3. of this Article, the Government may waive the requirement for an appraisal pursuant to this paragraph if it determines that an appraisal is unnecessary because the valuation is uncomplicated and that the estimated fair market value of the real property interest is $10,000 or less based upon a review of available data. In such event, the Government and the Non-Federal Sponsor must agree in writing to the value of such real property interest in an amount not in excess of $10,000.

D. After consultation with the Non-Federal Sponsor, the Government shall determine the value of *relocations* in accordance with the provisions of this paragraph.

1. For a *relocation* other than a *highway*, the value shall be only that portion of *relocation* costs that the Government determines is necessary to provide a functionally equivalent facility, reduced by depreciation, as applicable, and by the salvage value of any removed items.

2. For a *relocation* of a *highway*, the value shall be only that portion of *relocation* costs that would be necessary to accomplish the *relocation* in accordance with the design standard that the State of Utah would apply under similar conditions of geography and traffic load, reduced by the salvage value of any removed items.

3. *Relocation* costs shall include, but not necessarily be limited to, actual costs of performing the *relocation*; planning, engineering and design costs; supervision and administration costs; and documented incidental costs associated with performance of the *relocation*, as determined by the Government. *Relocation* costs shall not include any costs due to *betterments*, as determined by the Government, nor any additional cost of using new material when suitable used material is available. *Relocation* costs shall be subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of costs.

4. The value to be included in *total project costs* for *relocations* performed within the *Project* boundaries is subject to satisfactory compliance with applicable Federal labor laws covering non-Federal construction, including, but not limited to, 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (revising, codifying and enacting without substantive change the provisions of the Davis-Bacon Act (formerly 40 U.S.C. 276a *et seq.*), the Contract Work Hours and Safety Standards Act (formerly 40 U.S.C. 327 *et seq.*) and the Copeland Anti-Kickback Act (formerly 40 U.S.C. 276c)). Notwithstanding any other provision of this Agreement, inclusion of the value of *relocations* in *total project costs* may be denied, in whole or in part, as a result of the Non-Federal Sponsor's failure to comply with its obligations under these laws.

E. Where the Government, on behalf of the Non-Federal Sponsor pursuant to Article II.L. of this Agreement, acquires lands, easements, or rights-of-way or performs *relocations*, the value to be included in *total project costs* in accordance with this Agreement shall be the costs of such work performed or provided by the Government that are paid by the Non-Federal Sponsor in

accordance with Article VI.D. of this Agreement. In addition, the value to be included in *total project costs* in accordance with this Agreement shall include the documented costs incurred by the Non-Federal Sponsor in accordance with the terms and conditions agreed upon in writing pursuant to Article II.L. of this Agreement subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of costs.

F. The Government shall include in *total project costs* the reasonable costs incurred by the Non-Federal Sponsor pursuant to Article II.B. of this Agreement that are associated with obtaining permits necessary for construction, operation, and maintenance of the *Project* on publicly owned or controlled lands, subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of costs.

ARTICLE V - PROJECT COORDINATION TEAM

A. To provide for consistent and effective communication, the Non-Federal Sponsor and the Government, not later than 30 calendar days after the effective date of this Agreement, shall appoint named senior representatives to a Project Coordination Team. Thereafter, the Project Coordination Team shall meet regularly until the end of the *period of design and construction.* The Government's Project Manager and a counterpart named by the Non-Federal Sponsor shall co-chair the Project Coordination Team.

B. The Government's Project Manager and the Non-Federal Sponsor's counterpart shall keep the Project Coordination Team informed of the progress of design and construction and of significant pending issues and actions, and shall seek the views of the Project Coordination Team on matters that the Project Coordination Team generally oversees.

C. Until the end of the *period of design and construction*, the Project Coordination Team shall generally oversee the *Project*, including matters related to: design; completion of all necessary NEPA coordination; plans and specifications; scheduling; real property and *relocation* requirements; real property acquisition; contract awards and modifications; contract costs; the application of and compliance with 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (revising, codifying and enacting without substantive change the provisions of the Davis-Bacon Act (formerly 40 U.S.C. 276a *et seq.*), the Contract Work Hours and Safety Standards Act (formerly 40 U.S.C. 327 *et seq.*) and the Copeland Anti-Kickback Act (formerly 40 U.S.C. 276c)) for *relocations* and the construction portion of the *Project*; the investigations to identify the existence and extent of hazardous substances in accordance with Article XIV.A. of this Agreement; historic preservation activities in accordance with Article XVII of this Agreement; the Government's cost projections; final inspection of the entire *Project* or completed portions thereof as the case may be; preparation of the proposed OMRR&R Manual; anticipated requirements and needed capabilities for performance of operation, maintenance, repair, rehabilitation, and replacement of the *Project* including issuance of permits; and other matters related to the *Project*. This oversight of the *Project* shall be consistent with a project management plan developed by the Government and the Non-Federal Sponsor.

D. The Project Coordination Team may make recommendations to the Non-Federal Sponsor on matters related to the *Project* that the Project Coordination Team generally oversees, including suggestions to avoid potential sources of dispute. The Non-Federal Sponsor in good faith shall consider the recommendations of the Project Coordination Team. The Non-Federal Sponsor, having the legal authority and responsibility for design and construction of the *Project*, has the discretion to accept or reject, in whole or in part, the Project Coordination Team's recommendations except as otherwise required by the provisions of this Agreement, including compliance with applicable Federal, State, or local laws or regulations.

E. The Non-Federal Sponsor's costs of participation in the Project Coordination Team shall be included in *total project costs* and shared in accordance with the provisions of this Agreement, subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of costs. The Government's costs of participation in the Project Coordination Team shall be included in *total project costs* and shared in accordance with the provisions of this Agreement.

ARTICLE VI - METHOD OF PAYMENT

A. The Non-Federal Sponsor shall provide the Government with such documents as are sufficient to enable the Government to maintain current records and provide to the Non-Federal Sponsor current projections of costs, financial obligations, contributions provided by the parties, the value included in *total project costs* of lands, easements, rights-of-way, *relocations*, and permit costs determined in accordance with Article IV of this Agreement, and the costs included in *total project costs* for the *pre-Agreement design work* determined in accordance with Article II.N. of this Agreement.

1. As of the effective date of this Agreement, *total project costs* are projected to be $6,670,000; the Government's share of *total project costs* is projected to be $5,000,000; the Non-Federal Sponsor's share of *total project costs* is projected to be $1,670,000; *total project costs* to be incurred by the Government are projected to be $150,000; *total project costs* to be incurred by the Non-Federal Sponsor are projected to be $6,520,000; total reimbursements in accordance with paragraph B.2. of this Article are projected to be $4,850,000; the value included in *total project costs* of lands, easements, rights-of-way, *relocations*, and permit costs determined in accordance with Article IV of this Agreement is projected to be $125,000; the costs included in *total project costs* for the *pre-Agreement design work* determined in accordance with Article II.N. of this Agreement are projected to be $200,000; the Government's share of financial obligations for data recovery activities pursuant to Article XVII.E. of this Agreement is projected to be $0; the Non-Federal Sponsor's share of financial obligations for data recovery activities pursuant to Article XVII.E. of this Agreement is projected to be $0; and the Government's total financial obligations to be incurred for acquisition of lands, easements, or rights-of-way or performance of *relocations* for the *Project* on behalf of the Non-Federal Sponsor and the Non-Federal Sponsor's contribution of funds for such obligations required by Article II.L. of this Agreement are projected to be $0. These amounts are estimates subject to adjustment by the

Government, after consultation with the Non-Federal Sponsor, and are not to be construed as the total financial responsibilities of the Government and the Non-Federal Sponsor.

2. By December 31, 2010 and by each quarterly anniversary thereof until the conclusion of the *period of design and construction* and resolution of all relevant claims and appeals and eminent domain proceedings, the Government shall provide the Non-Federal Sponsor with a report setting forth all contributions provided to date and the current projections of the following: *total project costs*; the Government's share of *total project costs*; the Non-Federal Sponsor's share of *total project costs*; *total project costs* incurred by the Government; *total project costs* incurred by the Non-Federal Sponsor; total reimbursements paid to the Non-Federal Sponsor; the value included in *total project costs* of lands, easements, rights-of-way, *relocations*, and permit costs determined in accordance with Article IV of this Agreement; the costs included in *total project costs* for the *pre-Agreement design work* determined in accordance with Article II.N. of this Agreement; the Government's share of financial obligations for data recovery activities pursuant to Article XVII.E. of this Agreement; the Non-Federal Sponsor's share of financial obligations for data recovery activities pursuant to Article XVII.E. of this Agreement; and the Government's total financial obligations to be incurred for acquisition of lands, easements, or rights-of-way or performance of *relocations* for the *Project* on behalf of the Non-Federal Sponsor and the Non-Federal Sponsor's contribution of funds for such obligations required by Article II.L. of this Agreement.

B. The Government, subject to the availability of funds, shall reimburse the Non-Federal Sponsor, in accordance with the provisions of this paragraph, the amount required pursuant to Article II.D. of this Agreement.

1. Periodically, but not more frequently than once every 30 calendar days, the Non-Federal Sponsor shall provide the Government with a *sufficient invoice* for costs the Non-Federal Sponsor has incurred for the *Project*.

2. Upon receipt of such *sufficient invoice*, the Government shall review the costs identified therein and shall determine: (a) the amount to be included in *total project costs*, subject to the limitations in Article II.C. of this Agreement; (b) the total costs incurred by the parties to date (including the value of lands, easements, rights-of-way, and *relocations*, and the costs of permits determined in accordance with Article IV of this Agreement); (c) each party's share of *total project costs* and the costs of data recovery activities in accordance with Article XVII.E. of this Agreement incurred by the parties to date; (d) the costs incurred by each party to date; (e) the total amount of reimbursements the Government has made to date in accordance with this paragraph; (f) the balance of Federal funds available for the *Project*, as of the date of such review; (g) the amount of reimbursement, if any, due to the Non-Federal Sponsor; and (h) the amount that actually will be paid to the Non-Federal Sponsor (hereinafter the "payment amount") if the amount of reimbursement determined above cannot be fully paid due to an insufficiency of Federal funds or the limitations of the *Section 595 Program Limit for rural Utah* or the *Section 102 Limit*.

3. Within 30 calendar days after receipt of the *sufficient invoice* provided in accordance with paragraph B.1. of this Article (hereinafter the "payment period"), the Government shall: furnish the Non-Federal Sponsor written notice of the determinations made in accordance with paragraph B.2. of this Article; provide an explanation, if necessary, of why the payment amount is less than the amount of reimbursement determined due to the Non-Federal Sponsor; and make a payment to the Non-Federal Sponsor equal to the payment amount.

4. If the payment amount is not paid by the end of the payment period, the designated payment office shall credit to the Non-Federal Sponsor's account an interest penalty on the payment amount, without request from the Non-Federal Sponsor. Unless prescribed by other Federal authority, the interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the first day after the end of the payment period.

a. The interest penalty shall accrue daily from the first day after the end of the payment period through the date on which the payment is made. Accruals shall be compounded at 30 calendar day intervals through the date on which the payment is made.

b. The interest penalty shall not accrue, nor be compounded, during suspension of all of the Government's future performance or during suspension of only the Government's future performance to provide reimbursement. Further no interest penalty shall accrue, nor be compounded, upon termination of this Agreement under Article XIII of this Agreement.

C. Upon conclusion of the *period of design and construction* and resolution of all relevant claims and appeals and eminent domain proceedings, the Government shall conduct a final accounting and furnish the Non-Federal Sponsor with written notice of the results of such final accounting. If outstanding relevant claims and appeals or eminent domain proceedings prevent a final accounting from being conducted in a timely manner, the Government shall conduct an interim accounting and furnish the Non-Federal Sponsor with written notice of the results of such interim accounting. Once all outstanding relevant claims and appeals and eminent domain proceedings are resolved, the Government shall amend the interim accounting to complete the final accounting and furnish the Non-Federal Sponsor with written notice of the results of such final accounting. The interim or final accounting, as applicable, shall determine *total project costs* and the costs of any data recovery activities. In addition, for each set of costs, the interim or final accounting, as applicable, shall determine each party's required share thereof, and each party's total contributions thereto as of the date of such accounting.

1. Should the interim or final accounting, as applicable, show that the Government's total required shares of *total project costs* and the costs of any data recovery activities exceed the Government's total contributions provided thereto, the Government, no later than 90 calendar days after completion of the interim or final accounting, as applicable, shall make a payment to the Non-Federal Sponsor, subject to the availability of funds and as limited by the *Section 595 Program Limit for rural Utah* and the *Section 102 Limit*, in an amount equal to the difference.

2. Should the interim or final accounting, as applicable, show that the total contributions provided by the Government for *total project costs* and the costs of any data recovery activities exceed the Government's total required shares thereof, the Non-Federal Sponsor shall refund the excess amount to the Government within 90 calendar days of the date of completion of such accounting by delivering a check payable to "FAO, USAED, SACRAMENTO – L2" to the District Engineer or by providing an Electronic Funds Transfer in accordance with procedures established by the Government. In the event the Government is due a refund and funds are not available to refund the excess to the Government, the Non-Federal Sponsor shall seek such appropriations as are necessary to make the refund.

D. The Non-Federal Sponsor shall provide the contribution of funds required by Article II.L. of this Agreement for acquisition of lands, easements, or rights-of-way or performance of *relocations* for the *Project* on behalf of the Non-Federal Sponsor in accordance with the provisions of this paragraph.

1. Not less than 60 calendar days prior to the scheduled date for the first financial obligation for acquisition of lands, easements, or rights-of-way or performance of *relocations* for the *Project* on behalf of the Non-Federal Sponsor, the Government shall notify the Non-Federal Sponsor in writing of such scheduled date and of the full amount of funds the Government determines to be required from the Non-Federal Sponsor to cover the costs of such work. No later than 30 calendar days prior to the Government incurring any financial obligation for acquisition of lands, easements, or rights-of-way or performance of *relocations* for the *Project* on behalf of the Non-Federal Sponsor, the Non-Federal Sponsor shall provide the Government with the full amount of the funds required to cover the costs of such work by delivering a check payable to "FAO, USAED, SACRAMENTO – L2" to the District Engineer, or verifying to the satisfaction of the Government that the Non-Federal Sponsor has deposited the required funds in an escrow or other account acceptable to the Government, with interest accruing to the Non-Federal Sponsor, or by presenting the Government with an irrevocable letter of credit acceptable to the Government for the required funds, or by providing an Electronic Funds Transfer of the required funds in accordance with procedures established by the Government.

2. The Government shall draw from the funds provided by the Non-Federal Sponsor such sums as the Government deems necessary to cover the Government's financial obligations for acquisition of lands, easements, or rights-of-way or performance of *relocations* for the *Project* on behalf of the Non-Federal Sponsor as they are incurred. If at any time the Government determines that the Non-Federal Sponsor must provide additional funds to pay for such work, the Government shall notify the Non-Federal Sponsor in writing of the additional funds required and provide an explanation of why additional funds are required. Within 30 calendar days from receipt of such notice, the Non-Federal Sponsor shall provide the Government with the full amount of the additional required funds through any of the payment mechanisms specified in paragraph D.1. of this Article.

3. At the time the Government conducts the interim or final accounting, as applicable, the Government shall conduct an accounting of the Government's financial obligations incurred for acquisition of lands, easements, or rights-of-way or performance of

relocations for the *Project* on behalf of the Non-Federal Sponsor and furnish the Non-Federal Sponsor with written notice of the results of such accounting. If outstanding relevant claims and appeals or eminent domain proceedings prevent a final accounting of such work from being conducted in a timely manner, the Government shall conduct an interim accounting of such work and furnish the Non-Federal Sponsor with written notice of the results of such interim accounting. Once all outstanding relevant claims and appeals and eminent domain proceedings are resolved, the Government shall amend the interim accounting to complete the final accounting and furnish the Non-Federal Sponsor with written notice of the results of such final accounting. Such interim or final accounting, as applicable, shall determine the Government's total financial obligations for acquisition of lands, easements, or rights-of-way or performance of *relocations* for the *Project* on behalf of the Non-Federal Sponsor and the Non-Federal Sponsor's contribution of funds provided thereto as of the date of such accounting.

a. Should the interim or final accounting, as applicable, show that the total obligations for acquisition of lands, easements, or rights-of-way or performance of *relocations* for the *Project* on behalf of the Non-Federal Sponsor exceed the total contribution of funds provided by the Non-Federal Sponsor for such work, the Non-Federal Sponsor, no later than 90 calendar days after receipt of written notice from the Government, shall make a payment to the Government in an amount equal to the difference by delivering a check payable to "FAO, USAED, SACRAMENTO – L2" to the District Engineer or by providing an Electronic Funds Transfer in accordance with procedures established by the Government.

b. Should the interim or final accounting, as applicable, show that the total contribution of funds provided by the Non-Federal Sponsor for acquisition of lands, easements, or rights-of-way or performance of *relocations* for the *Project* on behalf of the Non-Federal Sponsor exceeds the total obligations for such work, the Government, subject to the availability of funds, shall refund the excess amount to the Non-Federal Sponsor within 90 calendar days of the date of completion of such accounting. In the event the Non-Federal Sponsor is due a refund and funds are not available to refund the excess amount to the Non-Federal Sponsor, the Government shall seek such appropriations as are necessary to make the refund.

ARTICLE VII - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to both parties. Each party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

ARTICLE VIII – OPERATION, MAINTENANCE, REPAIR, REHABILITATION, AND REPLACEMENT (OMRR&R)

A. Upon completion of construction and final inspection by the Government in accordance with Article II.A.6. of this Agreement, the Non-Federal Sponsor, pursuant to Article II.G. of this Agreement, shall operate, maintain, repair, rehabilitate, and replace the entire *Project*, or a completed portion thereof as the case may be, at no cost to the Government. The Non-Federal Sponsor shall conduct its operation, maintenance, repair, rehabilitation, and replacement responsibilities in a manner compatible with the *Project's* authorized purposes and in accordance with specific directions prescribed by the Government in the interim or final OMRR&R Manual and any subsequent amendments thereto.

B. The Non-Federal Sponsor hereby gives the Government a right to enter, at reasonable times and in a reasonable manner, upon property that the Non-Federal Sponsor now or hereafter owns or controls for access to the *Project* for the purpose of inspection, if the Government determines an inspection to be necessary. If an inspection shows that the Non-Federal Sponsor for any reason is failing to perform its obligations under this Agreement, the Government shall send a written notice describing the non-performance to the Non-Federal Sponsor.

ARTICLE IX – HOLD AND SAVE

The Non-Federal Sponsor shall hold and save the Government free from all damages arising from design, construction, operation, maintenance, repair, rehabilitation, and replacement of the *Project* and any *betterments*, except for damages due to the fault or negligence of the Government or its contractors.

ARTICLE X - MAINTENANCE OF RECORDS AND AUDIT

A. Not later than 60 calendar days after the effective date of this Agreement, the Government and the Non-Federal Sponsor shall develop procedures for keeping books, records, documents, or other evidence pertaining to costs and expenses incurred pursuant to this Agreement. These procedures shall incorporate, and apply as appropriate, the standards for financial management systems set forth in the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments at 32 C.F.R. Section 33.20. The Government and the Non-Federal Sponsor shall maintain such books, records, documents, or other evidence in accordance with these procedures and for a minimum of three years after completion of the accounting for which such books, records, documents, or other evidence were required. To the extent permitted under applicable Federal laws and regulations, the Government and the Non-Federal Sponsor shall each allow the other to inspect such books, records, documents, or other evidence.

B. In accordance with 32 C.F.R. Section 33.26, the Non-Federal Sponsor is responsible for complying with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507), as implemented

by Office of Management and Budget (OMB) Circular No. A-133 and Department of Defense Directive 7600.10. Upon request of the Non-Federal Sponsor and to the extent permitted under applicable Federal laws and regulations, the Government shall provide to the Non-Federal Sponsor and independent auditors any information necessary to enable an audit of the Non-Federal Sponsor's activities under this Agreement. The costs of any non-Federal audits performed in accordance with this paragraph shall be allocated in accordance with the provisions of OMB Circulars A-87 and A-133, and such costs as are allocated to the *Project* shall be included in *total project costs* and shared in accordance with the provisions of this Agreement.

C. In accordance with 31 U.S.C. 7503, the Government may conduct audits in addition to any audit that the Non-Federal Sponsor is required to conduct under the Single Audit Act Amendments of 1996. Any such Government audits shall be conducted in accordance with Government Auditing Standards and the cost principles in OMB Circular No. A-87 and other applicable cost principles and regulations. The costs of Government audits performed in accordance with this paragraph shall be included in *total project costs* and shared in accordance with the provisions of this Agreement.

ARTICLE XI - FEDERAL AND STATE LAWS

In the exercise of their respective rights and obligations under this Agreement, the Non-Federal Sponsor and the Government shall comply with all applicable Federal and State laws and regulations, including, but not limited to: Section 601 of the Civil Rights Act of 1964, Public Law 88-352 (42 U.S.C. 2000d) and Department of Defense Directive 5500.11 issued pursuant thereto; Army Regulation 600-7, entitled "Nondiscrimination on the Basis of Handicap in Programs and Activities Assisted or Conducted by the Department of the Army"; and all applicable Federal labor standards requirements including, but not limited to, 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (revising, codifying and enacting without substantive change the provisions of the Davis-Bacon Act (formerly 40 U.S.C. 276a *et seq.*), the Contract Work Hours and Safety Standards Act (formerly 40 U.S.C. 327 *et seq.*) and the Copeland Anti-Kickback Act (formerly 40 U.S.C. 276c)).

ARTICLE XII - RELATIONSHIP OF PARTIES

A. In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsor each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other.

B. In the exercise of its rights and obligations under this Agreement, neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights the other party may have to seek relief or redress against that contractor either pursuant to any cause of action that the other party may have or for violation of any law.

ARTICLE XIII - TERMINATION OR SUSPENSION

A. If at any time the Non-Federal Sponsor fails to fulfill its obligations under this Agreement, the Assistant Secretary of the Army (Civil Works) shall terminate this Agreement or suspend the Government's future performance under this Agreement.

B. In the event all of the Government's future performance under this Agreement or only the Government's future performance to provide reimbursement is suspended pursuant to Article II.E.2. of this Agreement such suspension shall remain in effect until such time that the Government notifies the Non-Federal Sponsor in writing that sufficient Federal funds are available to meet the Federal share of *total project costs* and the Federal share of costs for data recovery activities in accordance with Article XVII.D. and Article XVII.E. of this Agreement the Government projects to be incurred through the then-current or upcoming *fiscal year*, or the Government or the Non-Federal Sponsor elects to terminate this Agreement.

C. In the event that the Government and the Non-Federal Sponsor determine to suspend future performance under this Agreement in accordance with Article XIV.C. of this Agreement, such suspension shall remain in effect until the Government and the Non-Federal Sponsor agree to proceed or to terminate this Agreement. In the event that the Government suspends future performance under this Agreement in accordance with Article XIV.C. of this Agreement due to failure to reach agreement with the Non-Federal Sponsor on whether to proceed or to terminate this Agreement, or the failure of the Non-Federal Sponsor to provide funds to pay for cleanup and response costs or to otherwise discharge the Non-Federal Sponsor's responsibilities under Article XIV.C. of this Agreement, such suspension shall remain in effect until: 1) the Government and Non-Federal Sponsor reach agreement on how to proceed or to terminate this Agreement; 2) the Non-Federal Sponsor provides funds necessary to pay for cleanup and response costs and otherwise discharges its responsibilities under Article XIV.C. of this Agreement; or 3) the Government terminates this Agreement in accordance with the provisions of Article XIV.C. of this Agreement.

D. If after completion of the design portion of the *Project* the parties mutually agree in writing not to proceed with construction of the *Project*, the parties shall conclude their activities relating to the *Project* and conduct an accounting in accordance with Article VI.C. of this Agreement.

E. In the event that this Agreement is terminated pursuant to this Article or Article II.E. or Article XIV.C. of this Agreement, both parties shall conclude their activities relating to the *Project* and conduct an accounting in accordance with Article VI.C. of this Agreement. The Government may reserve a percentage of total Federal funds made available for the *Project* as a contingency to pay costs of termination. Notwithstanding such termination, the Non-Federal Sponsor may continue with design and construction of the *Project*, at no cost to the Government.

F. Any termination of this Agreement or suspension of future performance under this Agreement in accordance with this Article or Article II.E. or Article XIV.C. of this Agreement shall not relieve the parties of liability for any obligation previously incurred. Any delinquent

payment owed by the Non-Federal Sponsor shall be charged interest at a rate, to be determined by the Secretary of the Treasury, equal to 150 per centum of the average bond equivalent rate of the 13 week Treasury bills auctioned immediately prior to the date on which such payment became delinquent, or auctioned immediately prior to the beginning of each additional 3 month period if the period of delinquency exceeds 3 months.

ARTICLE XIV - HAZARDOUS SUBSTANCES

A. After execution of this Agreement and coordination with the Government, the Non-Federal Sponsor shall perform, or ensure performance of, any investigations for hazardous substances that the Government or the Non-Federal Sponsor determines to be necessary to identify the existence and extent of any hazardous substances regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (hereinafter "CERCLA") (42 U.S.C. 9601-9675), that may exist in, on, or under lands, easements, and rights-of-way that either the Non-Federal Sponsor and the Government jointly determine pursuant to Article III of this Agreement, or that the Non-Federal Sponsor otherwise determines, to be required for construction, operation, and maintenance of the *Project*. However, for lands, easements, and rights-of-way that the Government determines to be subject to the navigation servitude, only the Government shall perform such investigations unless the District Engineer provides the Non-Federal Sponsor with prior specific written direction, in which case the Non-Federal Sponsor shall perform such investigations in accordance with such written direction.

1. All actual costs incurred by the Non-Federal Sponsor for such investigations for hazardous substances in, on, or under any lands, easements, or rights-of-way that the Non-Federal Sponsor and the Government jointly determine to be required for construction, operation, and maintenance of the *Project*, pursuant to Article III of this Agreement, shall be included in *total project costs* and shared in accordance with the provisions of this Agreement, subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of costs.

2. All actual costs incurred by the Government for such investigations for hazardous substances shall be included in *total project costs* and shared in accordance with the provisions of this Agreement.

B. In the event it is discovered through any investigation for hazardous substances or other means that hazardous substances regulated under CERCLA exist in, on, or under any lands, easements, or rights-of-way that either the Non-Federal Sponsor and the Government jointly determine pursuant to Article III of this Agreement, or that the Non-Federal Sponsor otherwise determines, to be required for construction, operation, and maintenance of the *Project*, the Non-Federal Sponsor and the Government, in addition to providing any other notice required by applicable law, shall provide prompt written notice to each other, and the Non-Federal Sponsor shall not proceed with the acquisition of the real property interests until the parties agree that the Non-Federal Sponsor should proceed.

C. The Government and the Non-Federal Sponsor shall determine whether to initiate construction of the *Project*, or, if already in construction, whether to continue with construction of the *Project*, suspend future performance under this Agreement, or terminate this Agreement, in any case where hazardous substances regulated under CERCLA are found to exist in, on, or under any lands, easements, or rights-of-way that either the Non-Federal Sponsor and the Government jointly determine pursuant to Article III of this Agreement, or that the Non-Federal Sponsor otherwise determines, to be required for construction, operation, and maintenance of the *Project*. Should the Government and the Non-Federal Sponsor determine to initiate or continue with construction of the *Project* after considering any liability that may arise under CERCLA, the Non-Federal Sponsor shall be responsible, as between the Government and the Non-Federal Sponsor, for the costs of cleanup and response, including the costs of any studies and investigations necessary to determine an appropriate response to the contamination. Such costs shall not be considered a part of *total project costs*. In the event the Non-Federal Sponsor does not reach agreement with the Government on whether to proceed or to terminate this Agreement under this paragraph, or fails to provide any funds necessary to pay for cleanup and response costs or to otherwise discharge the Non-Federal Sponsor's responsibilities under this paragraph upon direction by the Government, the Government, in its sole discretion, may either terminate this Agreement or suspend its future performance under this Agreement, including reimbursement pursuant to Article II.D. of this Agreement.

D. The Non-Federal Sponsor and the Government shall consult with each other in accordance with Article V of this Agreement in an effort to ensure that responsible parties bear any necessary cleanup and response costs as defined in CERCLA. Any decision made pursuant to paragraph C. of this Article shall not relieve any third party from any liability that may arise under CERCLA.

E. As between the Government and the Non-Federal Sponsor, the Non-Federal Sponsor shall be considered the operator of the *Project* for purposes of CERCLA liability. To the maximum extent practicable, the Non-Federal Sponsor shall operate, maintain, repair, rehabilitate, and replace the *Project* in a manner that will not cause liability to arise under CERCLA.

ARTICLE XV - NOTICES

A. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or sent by telegram or mailed by first-class, registered, or certified mail, as follows:

If to the Non-Federal Sponsor:

Mayor
Coalville City, Utah
10 N. Main Street
Coalville, UT 84017

If to the Government:

District Engineer
Sacramento District, U.S. Army Corps of Engineers
1325 J Street
Sacramento, CA 95814

B. A party may change the address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

C. Any notice, request, demand, or other communication made pursuant to this Article shall be deemed to have been received by the addressee at the earlier of such time as it is actually received or seven calendar days after it is mailed.

ARTICLE XVI - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

ARTICLE XVII - HISTORIC PRESERVATION

A. The Government shall ensure compliance with Section 106 of the National Historic Preservation Act (16 U.S.C. 470f; hereinafter "Section 106") prior to initiation of construction by the Non-Federal Sponsor. At the Government's request, the Non-Federal Sponsor shall prepare information, analyses, and recommendations as required by Section 106 and implementing regulations. Any costs incurred by the Non-Federal Sponsor relating to compliance with this paragraph shall be included in *total project costs* and shared in accordance with the provisions of this Agreement, subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of costs. Any costs incurred by the Government relating to compliance with this paragraph shall be included in *total project costs* and shared in accordance with the provisions of this Agreement.

B. The Non-Federal Sponsor shall perform any identification, survey, evaluation, or mitigation (except for data recovery activities) of historic properties the Government determines necessary for the *Project*, in accordance with this paragraph.

1. The Non-Federal Sponsor shall ensure that its studies are conducted by qualified archaeologists, historians, architectural historians and historic architects, as appropriate, who meet, at minimum, the Secretary of the Interior's Professional Qualifications Standards. The Non-Federal Sponsor shall submit study plans and reports to the Government for review and approval and shall be responsible for resolving any deficiencies.

2. In the event the Government determines that mitigation (except for data recovery activities) should be undertaken due to possible adverse effects to significant archeological or historical properties, the Non-Federal Sponsor shall formulate a plan in consultation with the Government and any other parties involved in the development of a Memorandum of Agreement executed in accordance with Section 106.

3. The Non-Federal Sponsor shall be responsible for implementing mitigation (except for data recovery activities) prior to the initiation of any construction activities affecting historic properties.

4. Any costs of identification, survey, evaluation, and mitigation (except for data recovery activities) of historic properties incurred by the Non-Federal Sponsor pursuant to paragraph B. of this Article shall be included in *total project costs* and shared in accordance with the provisions of this Agreement, subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of costs.

C. The Non-Federal Sponsor shall include provisions in all of its construction contracts for the protection of cultural resources discovered during construction. These provisions shall include, at a minimum, the requirement to cease all work in the immediate area of a discovered cultural resource until the situation is properly evaluated, and the requirement to immediately provide verbal and written notice to the Non-Federal Sponsor and Government in the event of such discovery. Upon receipt of notice that cultural resources have been discovered, the Government, pursuant to its responsibilities under the National Historic Preservation Act, must authorize further action or study before construction may continue. If the Government concludes that such discovery warrants consultation under the National Historic Preservation Act, the Non-Federal Sponsor shall participate as a consulting party. In such a case, construction shall not continue until the Government sends written notification to the Non-Federal Sponsor. Where the Non-Federal Sponsor elects to perform the construction using its own forces, the same procedures shall be followed.

D. The Government, as it determines necessary for the *Project*, shall perform any data recovery activities associated with historic preservation. As specified in Section 7(a) of Public Law 86-523, as amended by Public Law 93-291 (16 U.S.C. 469c(a)), the costs of data recovery activities associated with historic preservation for this *Project* and all other projects in rural Utah implemented pursuant to the Section 595 Program shall be borne entirely by the Government up to the statutory limit of one percent of the total amount authorized to be appropriated to the Government for the Section 595 Program in rural Utah. None of the costs of data recovery activities shall be included in *total project costs*.

E. The Government shall not incur costs for data recovery activities that exceed the statutory one percent limit specified in paragraph D. of this Article unless and until the Assistant Secretary of the Army (Civil Works) has waived that limit, and the Secretary of the Interior has concurred in the waiver, in accordance with Section 208(3) of Public Law 96-515, as amended (16 U.S.C. Section 469c-2(3)). Any costs of data recovery activities that exceed the one percent limit shall not be included in *total project costs* but shall be shared between the Non-Federal

E. The Government shall not incur costs for data recovery activities that exceed the statutory one percent limit specified in paragraph D. of this Article unless and until the Assistant Secretary of the Army (Civil Works) has waived that limit, and the Secretary of the Interior has concurred in the waiver, in accordance with Section 208(3) of Public Law 96-515, as amended (16 U.S.C. Section 469c-2(3)). Any costs of data recovery activities that exceed the one percent limit shall not be included in *total project costs* but shall be shared between the Non-Federal Sponsor and the Government consistent with the cost sharing requirements of the Section 595 Program, as follows: 25 percent will be borne by the Non-Federal Sponsor and 75 percent will be borne by the Government.

ARTICLE XVIII - THIRD PARTY RIGHTS, BENEFITS, OR LIABILITIES

Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Engineer.

DEPARTMENT OF THE ARMY

BY: _____
William J. Leady, P.E.
Colonel, U.S. Army
District Engineer

DATE: 1 SEPTEMBER 2010

COALVILLE CITY, UTAH

BY: _____
Duane S. Schmidt
Mayor

DATE: 8/30/2010

CERTIFICATE OF AUTHORITY

I, Sheldon S. Smith, do hereby certify that I am the principal legal officer of Coalville City, Utah, that Coalville City, Utah is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Department of the Army and Coalville City, Utah in connection with the Coalville Wastewater Project, Coalville City, Utah and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of this Agreement and that the persons who have executed this Agreement on behalf of Coalville City, Utah have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this 30th day of August, 2010.

Sheldon S. Smith
Coalville City Attorney

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Duane S. Schmidt
Mayor, Coalville City

DATE: 8-30-2010

COALVILLE CITY, UTAH
SECTION 595 WASTEWATER PROJECT
SCOPE OF WORK

AUGUST 2, 2010

1. PURPOSE

Coalville City, UT is proposing the construction of a new wastewater treatment system and making modifications to the existing collection system. A substantially complete Facility Planning effort has identified the need to either spend significant financial resources on the existing aging facility or consider moving to a new location and constructing a new facility that will meet the needs of the community now and into the future. The Facility Plan indicates user rate increases are likely either with maintaining the aging facility or by constructing a new treatment facility. The Facility Plan recommends construction of a new facility which has the advantage of allowing for expansion in the future and the treatment & resulting effluent to meet ever-increasing water quality standards.

This scope of work outlines the design and construction tasks that are being considered for implementation in a Project Partnership Agreement under authority of Section 595 of the Water Resources Development Act of 1999 as amended. Work tasks to be completed under this scope of work includes: engineering design (including environmental compliance) and construction.

2. BACKGROUND AND HISTORY

Location: The proposed project area is located at in Coalville City, UT. The project is located entirely in the City limits.

Coalville City Description: Coalville City is located in Summit County, UT along the Weber River. Interstate 80 passes through town with most of the population and city center on the east side of the interstate. Coalville is the County seat for Summit County.

Current Wastewater Disposal: Coalville currently owns and operates a collection and treatment system that serves the community. The existing treatment system includes facilities constructed in 1965, 1985, and 1995. The existing treatment system is located on 2.3 acres of land owned by the United States Bureau of Reclamation (BOR). Coalville has access to the land and treatment facility through a lease agreement with the BOR; the lease expires in 2014. The Facility Planning effort identified a need for Coalville to engage the BOR on acquiring the 2.3 acres plus some additional land for expansion. After approximately 18 months of discussion and negotiation with the BOR (2009-2010) including land appraisal, lot line adjustments, and initial NEPA work for a land transfer, an agreement favorable to the Coalville City has not been reached. This observation coupled with significant annual expenses to maintain the existing aging facility has led to the recommendation to construct a new treatment facility on non BOR property and master plan the site for long term expansion capabilities. A new treatment facility can also be designed to meet strict effluent water quality standards that are likely in the future.

3. PROPOSED PROJECT

General Description: The proposed project consists of construction of a new mechanical treatment facility at a new site within the City limits. The advantages of the new site include:

- Not located on Federal/BOR lands.
- Size of parcel is adequate for the build out capacity of Coalville based on the current planning area; parcel could also accommodate flow from other nearby communities if they add sewer collection in the future.
- The parcel is substantially at the bottom of the watershed allowing for mostly gravity flow of wastewater.
- The site is near the existing site and away from the main residential area.
- The site is above the high water level of Echo Reservoir.

Real Estate: The City and the landowner have discussed the potential land sale and City has expressed interest in making the purchase.

Project Features: The proposed facility would utilize conventional secondary activated sludge technology with the capability for nitrogen and phosphorus removal to low levels. The new facility would have some treatment components similar to the old facility. Utilizing treatment technology with similar components benefits City staff that is familiar with operation of the existing facility. The existing facility point of discharge is Chalk Creek (flowing directly to Echo reservoir) under a permit from Utah Division of Water Quality. This new discharge permit would be similar with a new discharge location to an unnamed ditch that is tributary to the Weber River and Echo Reservoir. Collection system improvements include a new lift station to replace an existing lift station that was constructed in the 1960s and rerouting approximately 1000 feet of gravity pipe to the new facility.

Design/Environmental: Engineering design for the wastewater collection system and treatment plant is anticipated to begin late in 2010 and continue during the first half of 2011. Some of the research required to comply with NEPA & CWA-404 has also been completed. Preliminary design efforts, completed as part of the wastewater facilities feasibility study, have identified approximate locations for sewers, a pump station, and wastewater treatment facilities. More specific locations will be determined as the design effort proceeds. Work to complete NEPA compliance will proceed when design efforts have progressed sufficiently to establish final design locations.

Sponsor Financing: Coalville City secured a funding advance through the Utah Division of Water Quality Board. A portion of this funding is left to complete the Facility Plan for the new site and initial NEPA work for the new site. The Board has committed to additional construction funding contingent upon completion of a Project Partnership Agreement with the Corps of Engineers.

4. PROJECT COST AND COST SHARING

Project Costs: The Section 595 Authorization defines the cost sharing as 75% Federal and 25% non-Federal. Estimated project costs are shown below.

	Total Cost	Federal	Non-Federal
Design			
-Preliminary Design & NEPA	$235,000		$235,000
-Final Design	$465,000		$465,000
Lands, Easements & Rights of Way	$125,000		$125,000
Construction Includes Const. Mgmt., Env. Commitments, Decommissioning	$5,685,000		$5,685,000
Sponsor Personnel:			
Contract admin, design reviews, meetings, & audits	$10,000		$10,000
Corps Personnel:			
PM (Doc prep, mtgs, & coord)	$ 30,000	$ 30,000	
Programs (P2, Budget, etc.)	$ 30,000	$ 30,000	
Environmental/NEPA Compliance	$ 35,000	$ 35,000	
Real Estate	$ 5,000	$ 5,000	
Engineering QA & Inspections	$20,000	$20,000	
Miscellaneous and S & A	$ 30,000	$ 30,000	
Total Project	**$6,670,000**	**$150,000**	**$6,520,000**

Cost Allocation: Section 595 authority allows federal participation to directly assist in design and construction reimbursement. For this project, all eligible costs will be cost-shared 5,000,000 federal and remainder of 1,670,000 non-federal. Based on the scope of work and available federal funds, the project cost allocation is estimated as follows:

Federal Share = .75 x $6,670,000 = **$5,000,000**
Non-Federal Share = .25 x $6,670,000 = **$1,670,000**
Reimbursement = NF expenditures – NF Share = $6,520,000 - $1,670,000 = **$4,850,000**

Prior/On-going Project Costs Eligible for Reimbursement: The on-going design and NEPA compliance effort is eligible for reimbursement.

5. IMPLEMENTATION SCHEDULE

It is expected that the Project Partnership Agreement can be signed by September 2010, NEPA compliance can be completed by July 2011, and the engineering design can be completed by December 2011. The construction phase would then begin in January 2012 and be completed by about September 2013.

6. PROJECT LOCATION/SITE MAP

Plot Date: 8/4/2010 4:02 PM Plotted By: Jason Miller
Date Created: 3/8/2010 F:\PROJECTS\JUB\COALVILLE\55[illegible]\LAND ACQUISITION\CAD\ALTERNATE PARCEL.DWG

FILE: ALTERNATE PARCEL JUB PROJ. # DRAWN BY: JDM DESIGN BY: JJG CHECKED BY ONE INCH AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY LAST UPDATED: 8/4/2010 SHEET NUMBER: 1	PROPOSED WASTEWATER TREATMENT FACILITY COALVILLE CITY CORPORATION LOCATION MAP	REUSE OF DRAWINGS THIS DOCUMENT AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF J-U-B ENGINEERS, Inc. AND IS NOT TO BE USED, IN WHOLE OR PART, FOR ANY OTHER PROJECT WITHOUT THE EXPRESS WRITTEN AUTHORIZATION OF J-U-B ENGINEERS, Inc.	PRELIMINARY PLANS NOT FOR CONSTRUCTION	J-U-B ENGINEERS, INC. 466 North 900 West Kaysville, Utah 84037 Phone: 801.547.0093 Fax: 801.547.0397 www.jub.com

REVISION

NO.	DESCRIPTION	BY	APR.	DATE

J-U-B Engineers • Surveyors • Planners

ADDITIONAL DOCUMENTS HANDED OUT BY THE CITY AT THE WATER QUALITY BOARD MEETING.

United States Department of the Interior

BUREAU OF RECLAMATION
Upper Colorado Region
Provo Area Office
302 East 1860 South
Provo, UT 84606-7317

FEB 17 2011

IN REPLY REFER TO:

PRO-453
LND-6.00

VIA ELECTRONIC MAIL AND U.S. MAIL

Honorable Duane S. Schmidt
Mayor, Coalville City
10 North Main Street
Coalville, UT 84017

Subject: Coalville City – Wastewater Treatment Plant – License Agreement, Contract No. 14-06-400-3805 – Echo Reservoir – Weber River Project, Utah

Dear Mayor Schmidt:

The Bureau of Reclamation (Reclamation) appreciated meeting with you and your staff regarding Coalville City's Wastewater Treatment Plant currently located on United States lands. We commend you for being proactive and diligent in pursuing all possible options in order to resolve the problems of expansion of the plant and where to locate the plant for the future. Unfortunately, after 5 years of working together, we are no closer to solving this problem. Since the initial license agreement issued in 1964, there have been changes to environmental laws and regulations. Reclamation sees no legal way to allow the current wastewater treatment plant to remain at its present location. Based on this information, we will not be able to renew the current license agreement or issue a new long-term agreement for the plant to remain on United States lands.

Another option considered was to transfer title of the United States lands under the plant to Coalville City in order to be in compliance with federal law, thereby removing the legal requirement to relocate the plant. However, this option will not work since the elevation of this land is 10 feet below the elevation of the crest of the dam and is susceptible to a major flood event. Flood waters inundating the plant would very likely contaminate the culinary water supply for those water users located downstream.

Reclamation realizes that this decision creates a hardship for Coalville City and its residents, and we empathize with you. However, Reclamation is responsible for storing and delivering clean water to the thousands of water users downstream. Allowing the treatment plant to remain in its current location poses an unacceptable risk to Reclamation.

The current license agreement allowing the wastewater treatment plant to be on United States land will expire in October 2014. Reclamation expects Coalville City to have constructed, or be in the process of constructing, a new treatment plant off United States property and located on property that will not pose a risk to our projects or to the water supply. Reclamation will also require that the abandoned plant be removed upon completion of the new facility. Because of the unique circumstances, Reclamation is willing to issue, if necessary, a short-term license agreement or permit for 1 to 3 years while Coalville City finishes relocating the plant.

We appreciate working with you and admire your perseverance in this long endeavor. If you have questions, please contact Mr. Dick Marvin of this office at 801-379-1088.

Sincerely,

Curtis A. Pledger
Area Manager

cc: Mr. Ivan Ray
Weber River Water Users Association
138 West 1300 North
Sunset, UT 84015

Mr. Trevor R. Lindley
J-U-B- Engineers
466 North 900 West
Kaysville, UT 84037

Contract No 14-06-400-3805

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

WEBER RIVER PROJECT, UTAH

LICENSE AGREEMENT

THIS AGREEMENT, made this 9th day of October, 1964, in pursuance of the Act of Congress of June 17, 1902 (32 Stat., 388), and acts amendatory thereof or supplementary thereto, between THE UNITED STATES OF AMERICA, herein called the United States, represented by the officer executing this agreement, and COALVILLE CITY, a body politic and corporate of the State of Utah, herein called the City.

WITNESSETH, That:

2. WHEREAS, the City proposes to construct, operate, and maintain a sewerage treatment plant upon land acquired by the United States for the Echo Reservoir, a feature of the Weber River Project, Utah, and the granting of a license to occupy said land in the manner and at the location hereinafter described will not be incompatible with the purposes for which the land was acquired and is being used.

3. NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained, but without cash consideration, the United States hereby grants to the City a license for a period of fifty (50) years from the date hereof to construct, operate, and maintain a ~~sewerage treatment plant upon a~~ tract of land acquired by the United States for the Weber River Project. Said sewerage treatment plant is to be constructed in the manner and at the location shown on Exhibits

"A" and "B," attached hereto and by this reference made a part hereof and being more particularly described as follows:

> A tract of land in the Northwest Quarter of the Southeast Quarter (NW¼SE¼), Section Eight (8), Township Two (2) North, Range Five (5) East, Salt Lake Base and Meridian, containing 2.30 acres, more or less, being more particularly described as follows:
>
> Beginning at a point which lies North 0°34' West 1926.5 feet from the South Quarter Corner of Section 8, along the mid-section line, thence East 672.1 feet to said point of beginning; thence North 21°28' West 250.0 feet, thence North 68°32' East 400.0 feet to the West line of the Park City Branch of the Union Pacific Railroad right-of-way, thence following said West line South 21°28' East 250.0 feet, thence South 68°32' West 400.0 feet to the point of beginning. (containing 2.30 acres)

4. The City agrees that the license hereby granted shall be held and exercised subject to the prior right of the United States, its successors and assigns, to flood, flow, seep, submerge, and otherwise effect with water any or all of the above-described land and insofar as this license is concerned, the right to raise the water surface elevation of the Echo Reservoir, without any obligation whatsoever to the City.

5. The City agrees that the license hereby granted shall be held and exercised subject to the right of the United States, its successors and assigns to have access to and egress from said lands for any and all purposes in connection with the operation and maintenance of the Echo Reservoir.

6. The City agrees to hold the United States, its successors and assigns, and the Weber River Water Users Association, its successors and assigns, harmless against any and all claims of every character arising out of or in connection with the construction, operation, or maintenance of said sewerage treatment plant and further agrees to

release the United States and the Weber River Water Users Association from all claims for damage to the sewerage treatment plant which may hereafter result from the construction, operation, or maintenance of the said Echo Reservoir or any other project constructed by or under authority of the Bureau of Reclamation.

7. The City agrees to operate and maintain the sewerage treatment plant in a neat, clean, and sanitary manner and shall take the necessary precautions to insure that the effluent from said plant will, at all times, meet Federal, State, and local health and sanitation requirements. The City further agrees that it shall take necessary precautions to prevent sludge or other residue from the treatment plant from being introduced in any way into the water supply of Chalk Creek or Echo Reservoir.

8. The City reserves any right it may now or hereafter acquire to appropriate newly developed water or water saved or conserved by the actions and processes of City, but under no circumstances shall the valid and existing rights of the Weber River System be impaired or diminished by said actions or processes of City.

9. It is expressly understood between the parties hereto that under no circumstances shall the United States or the Weber River Water Users Association be required to lower the water surface of the Echo Reservoir below that which is considered by the United States or the Weber River Water Users Association to be most beneficial to the operation of the Weber River Project.

10. In connection with the construction contemplated by this license, the City agrees that any reduction in storage capacity of

the reservoir caused by the encroachment of the plant site embankments upon the reservoir area will be compensated for by the removal of borrow materials from within the reservoir below the freeboard elevation from an area approximately as shown on attached Exhibit "B." For this purpose and for the purpose of raising the elevation of the plant site the United States and the Association hereby permit the City or its agents to enter upon the land represented by "Borrow Area" on attached Exhibit "B" and to remove borrow materials therefrom to the degree necessary to raise the plant site to the desired elevation and to maintain the storage capacity of the reservoir as presently constructed. It is estimated that approximately 14,000 cubic yards of borrow materials will be required for these purposes.

11. Upon completion of construction, the City agrees to grade and slope the borrow area to permit drainage and eliminate any pits, holes, or other hazards which might impound water or endanger the life, limb, or property of any person.

12. All rights granted to the City under this agreement shall be terminated at the option of the United States if the City, after reasonable notice thereof, fails or refuses to comply with the terms hereof. Written notice of such termination shall be given to the City at least ninety (90) days before the effective date thereof, and the City may remove said sewerage treatment plant and other improvements within the ninety (90)-day period, and unless so removed, said sewerage treatment plant and other improvements shall become the property of the United States. The City may terminate this agreement by giving the United States written notice addressed to the Regional

Director, United States Bureau of Reclamation, P. O. Box 11568, 125 South State Street, Salt Lake City, Utah 84111, ninety (90) days before the effective date thereof. In the event the City elects to terminate this agreement, the sewerage treatment plant and other improvements belonging to the City shall be removed without cost to the United States prior to the effective date of the termination, or shall become the property of the United States.

13. This agreement shall not become effective until approved by the Weber River Water Users Association.

14. This agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; however, it shall not be assigned or otherwise transferred by the City without the written consent of the United States.

15. The City is hereby bound by Section 301 of Executive Order 10925, of March 6, 1961, as amended, as shown on Exhibit "C," attached hereto and made a part hereof, unless exempted pursuant to the rules, regulations, and relevant orders of the President's Committee on Equal Employment Opportunity. Inclusion of the above referenced Equal Opportunity clause may be by reference to Section 301 of Executive Order 10925, dated March 6, 1961, as amended. Subcontracts below the second tier, other than subcontracts calling for construction work at the site of construction, are exempt from inclusion of the clause.

16. The City warrants that no person or selling agency has been

employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the City for the purpose of securing business. For breach or violation of this warranty the United States shall have the right to annul this contract without liability.

17. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this agreement if made with a corporation or company for its general benefit.

IN WITNESS WHEREOF, the parties hereto have signed this agreement the day and year first above written.

APPROVED:

~~Weber River Water Users Association~~

By _____

SEAL

ATTEST: _____

THE UNITED STATES OF AMERICA

By _____
ACTING Regional Director Region 4
Bureau of Reclamation

APPROVED:

By _____

(SEAL)

ATTEST: _____

COALVILLE CITY

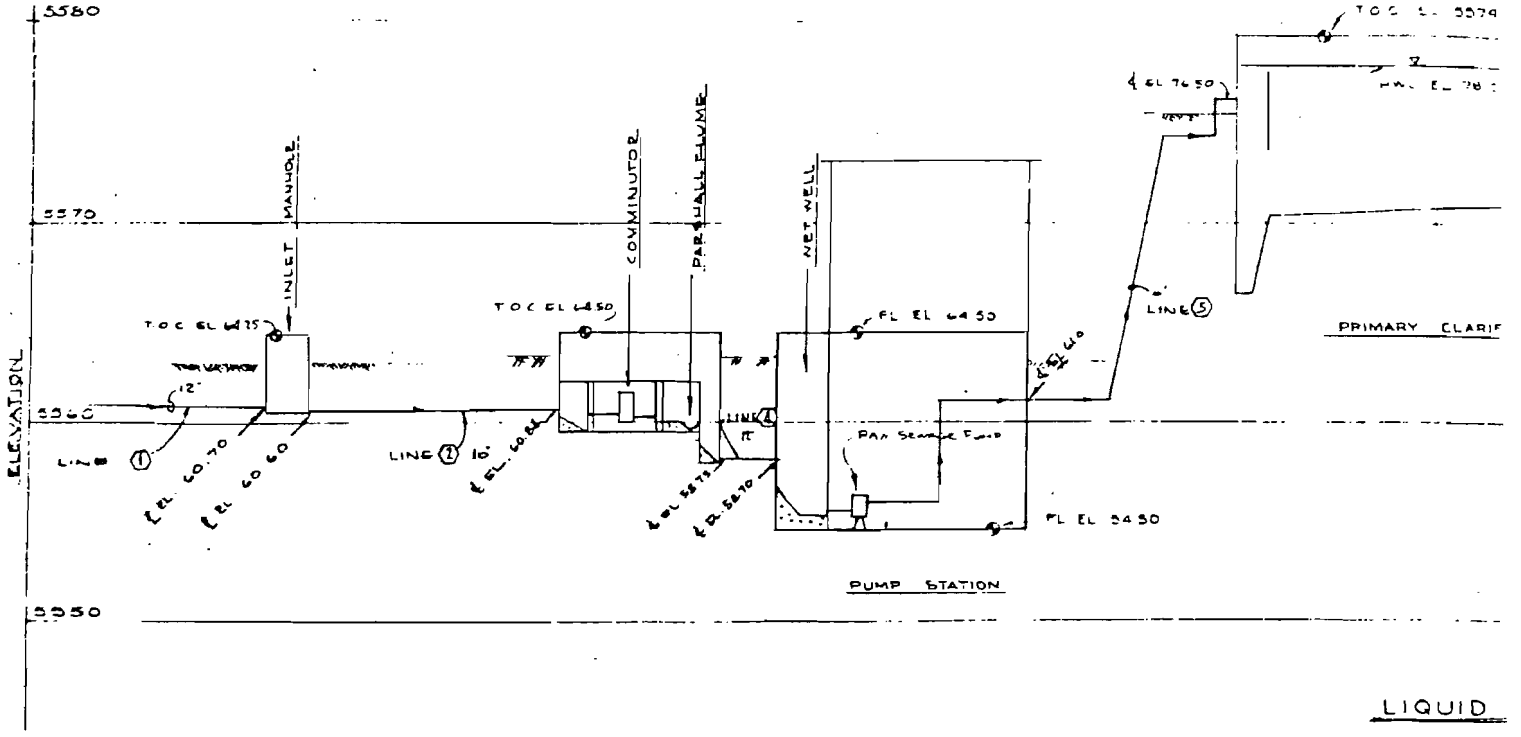
By _____

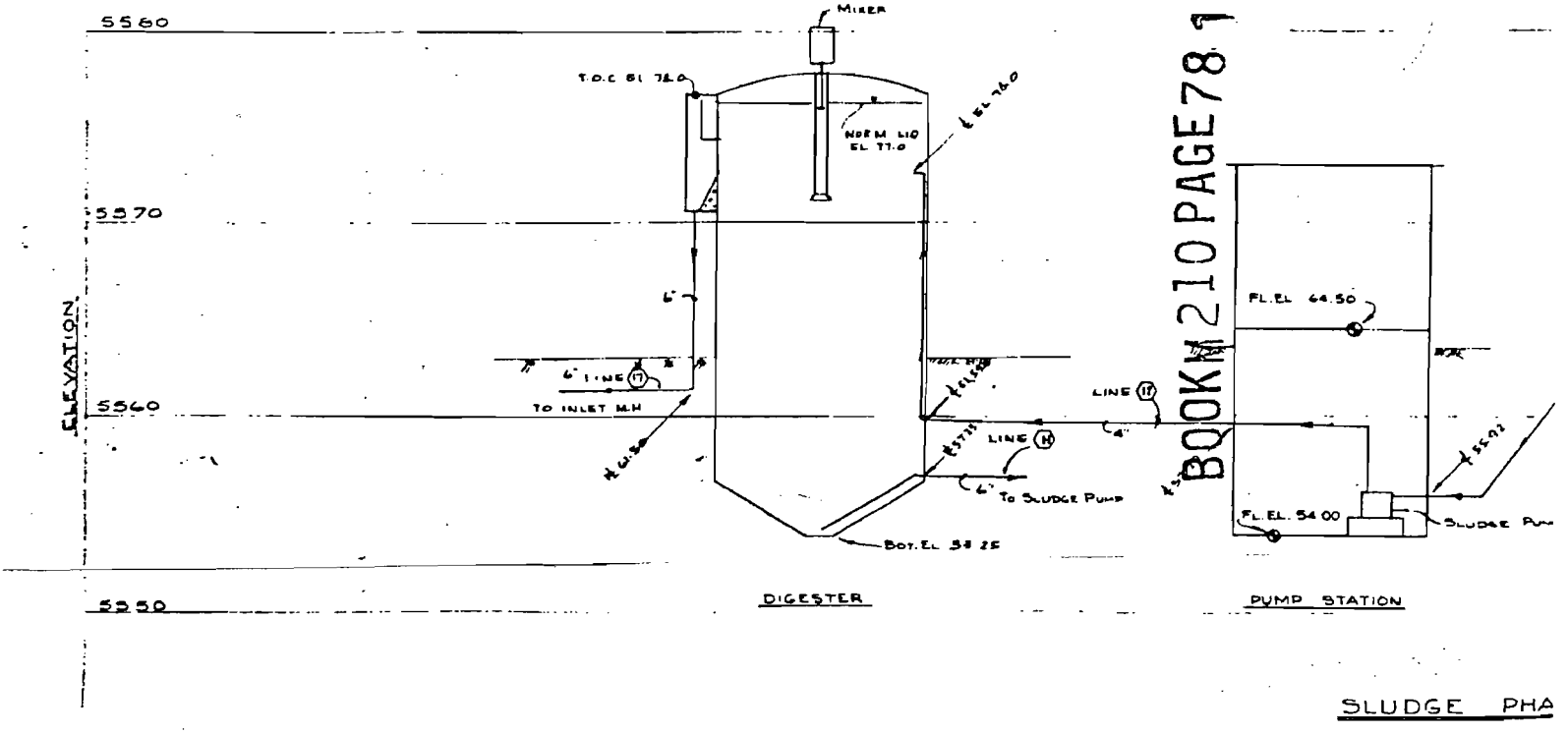
COALVILLE CITY MUNICIPAL CORPORATION
COALVILLE, UTAH
OFFICE OF THE MAYOR

APPROVED:
Weber River Water Users Association
By _____
President

SEAL
ATTEST: _____
Secretary

BOOK M 210 PAGE 779





COALVILLE CITY
PROPOSED SEWAGE TREATMENT PLANT SITE

PREPARED BY
NIELSEN & MAXWELL
CONSULTING ENGINEERS
20 MAY, 1963

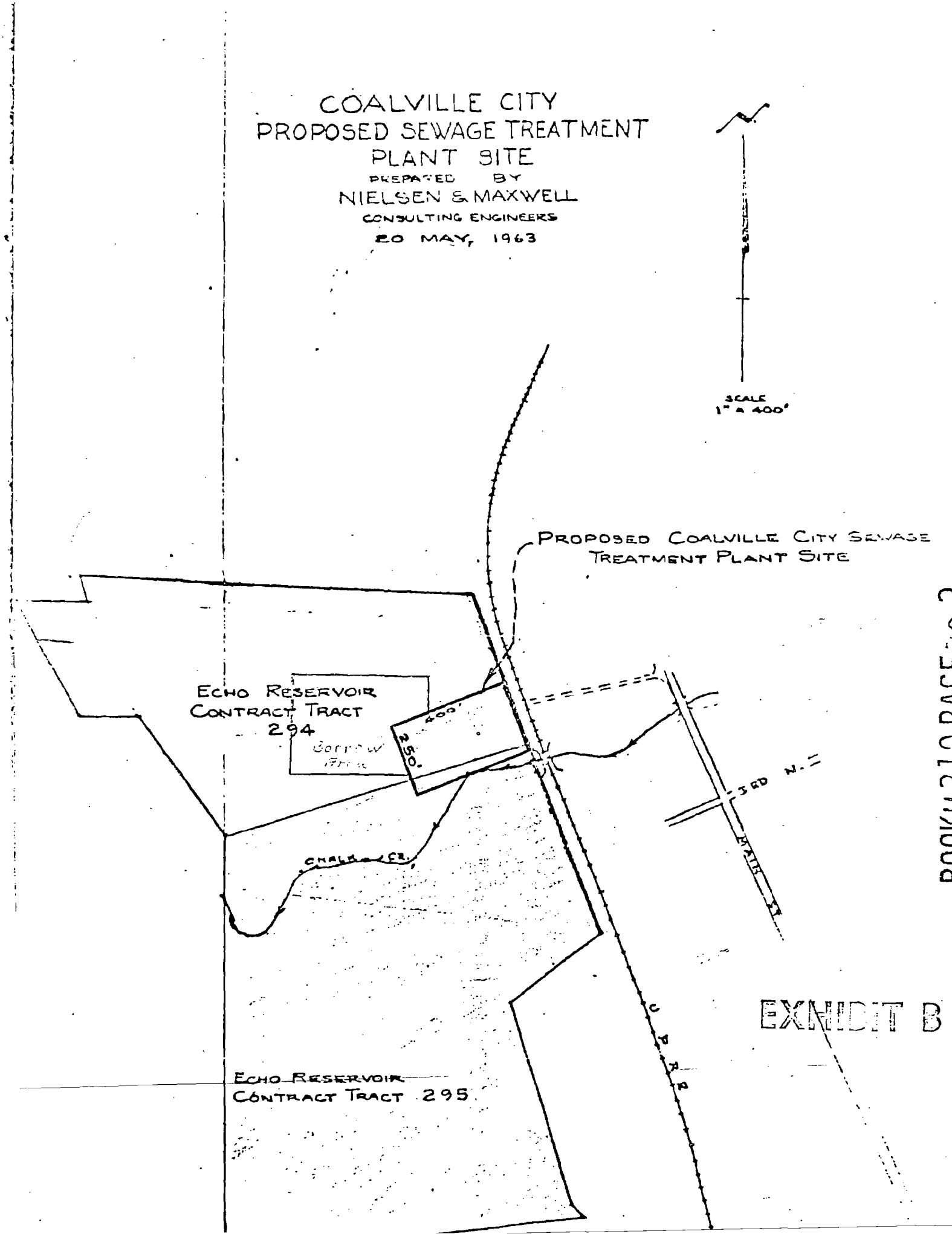
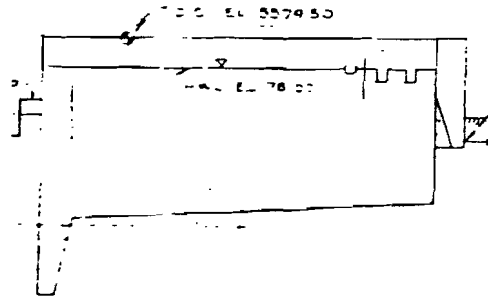
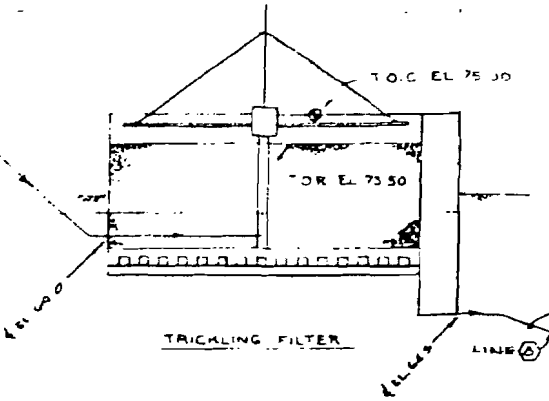
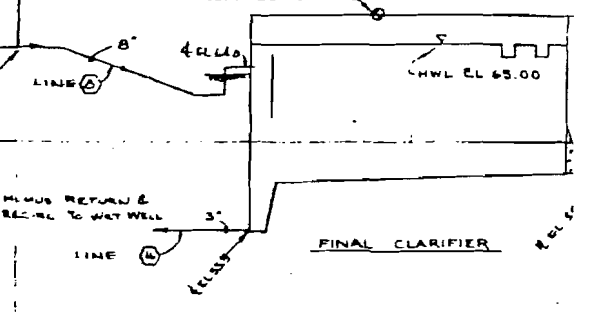


EXHIBIT B

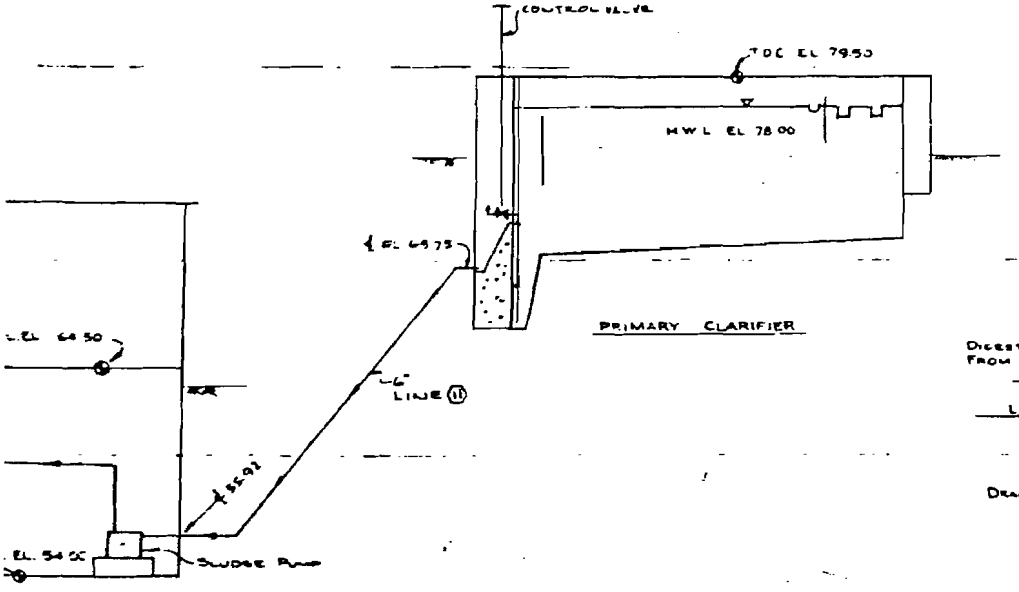
BOOK 210 PAGE 2



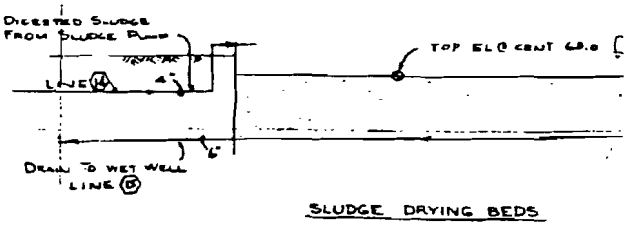




LIQUID PHASE



PUMP STATION



SLUDGE PHASE

SCALE: { HOR 1" = 10'

W PC

NIE

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DESIGNED

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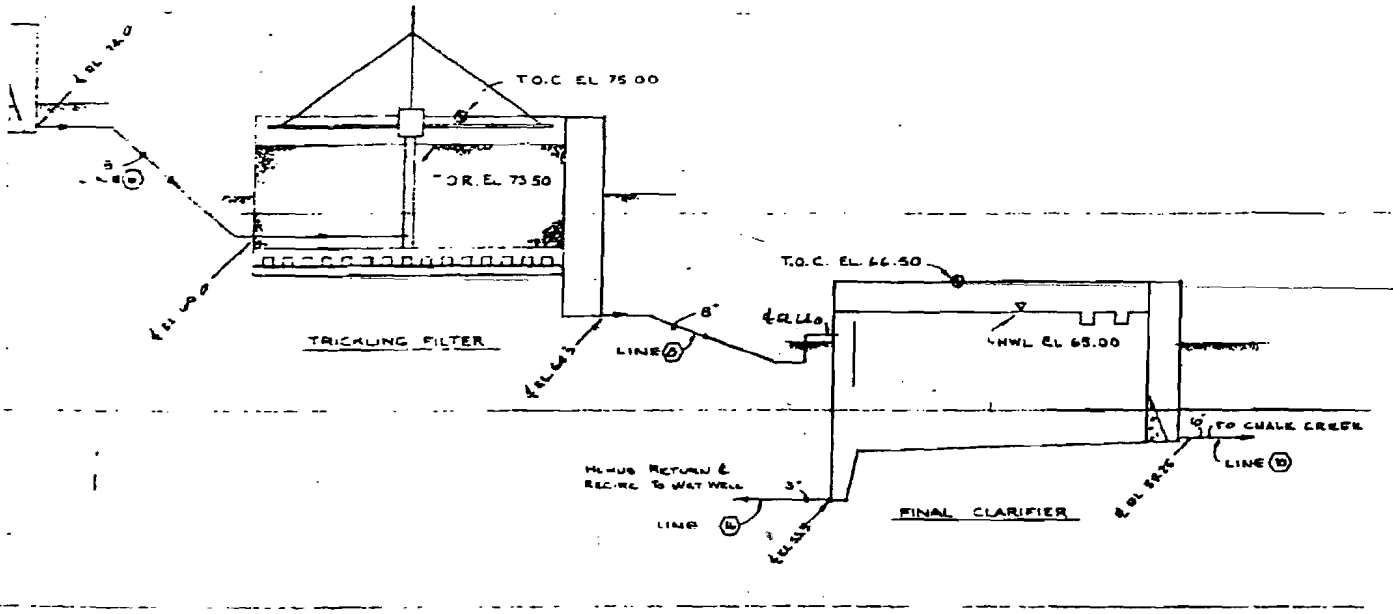
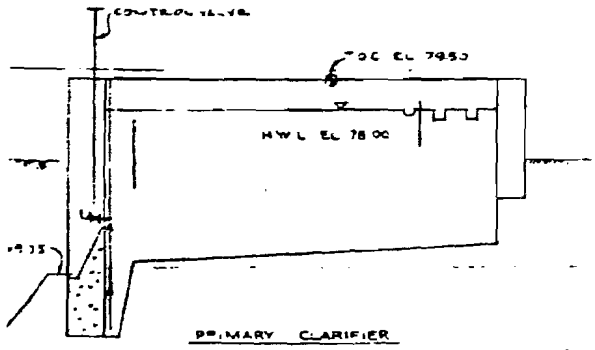




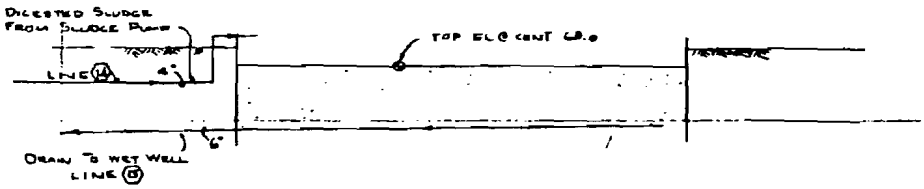


EXHIBIT A

WPC APW UTAH 36

NIELSEN & MAXWELL
CONSULTING ENGINEERS
COALVILLE SEWAGE TREATMENT PLANT

HYDRAULIC PROFILES

DESIGNED A.R.A.
CHECKED aRay
DRAFTED T.B.
APPROVED A.M. Maxwell

22 NOV 1968	SHEET 3 OF 14	DWG NO

State of Utah

GARY R. HERBERT
Governor

GREG BELL
Lieutenant Governor

Department of
Environmental Quality

Amanda Smith
Executive Director

DIVISION OF WATER QUALITY
Walter L. Baker, P.E.
Director

MINUTES
UTAH DEPARTMENT OF ENVIRONMENTAL QUALITY
UTAH WATER QUALITY BOARD
Dixie Convention Center
Entrada B & C
St. George, Utah 84770
Wednesday, April 6, 2011

UTAH WATER QUALITY BOARD MEMBERS PRESENT

Jay Olsen	Dave Echols	Daniel Snarr
Leland Myers	Steve Simpson	Darrell Mensel
Greg Rowley	Paula Doughty	Merritt Frey
Myron Bateman	Neal L. Peacock	

Absent: Amanda Smith

DIVISION OF WATER QUALITY STAFF MEMBERS PRESENT

Walt Baker, Faye Bell, Leah Ann Lamb, John Whitehead, Ed Macauley, Jeff Ostermiller, John Cook, Lisa Nelson, Beth Wondimu, John Mackey, Hilary Arens, Judy Etherington, Jim Bowcutt, John Kennington,

OTHERS PRESENT

Name	Organization Representing
John Newman	SVWRF
Rex Harris	Huntsville Town
Regan Bollt	Ephraim City
Scott Hacking	DEQ – District Engineer
Doug Gadd	Monroe City
David Krueger	Bureau of Reclamation
David Torgersen	Sunrise Engineering/Huntsville
Ed Oldroyd	Monroe City
John Chartier	DEQ District Engineer
Cindy Gooch	JUB/Coalville
Trevor Lindley	JUB/Coalville
Danny Astill	Murray City
Jim Olson	HDR Engineering
Kevin Brown	Sunrise Engineering/Huntsville
Dan James	CVWRF
Steve Harris	Washington Terrace City
Duane Schmidt	Coalville City

Darin Robinson	Jones & DeMille Engineering
Dale A Christensen	SLC Public Utilities
Theron Miller	SR/FBWQC
Thomas Halstrom	Central Valley Water Reclamation
Susan Holmes	CDSD
Jill Houston	CDSD/WEAU
Carol Page	CDSD

Chair Olsen called the Board meeting to order at 8:30 a.m. and invited the members of the audience to introduce themselves.

APPROVAL OF MINUTES OF THE FEBRUARY 23, 2011 MEETING

Corrections noted were on page 2 under *Executive Secretary's* Report halfway into the paragraph it should read "There's also HB 438 sponsored by Representative Wright" instead of HB132. On page 4 at the end of Monroe City Introduction, the statement needed to be added that *"the board requested staff report back on other sources of funding available"* and finally on page 5 under Rulemaking, it should read *"EPA Region 8"* instead of Region *.

Motion: **It was moved by Mr. Rowley and seconded by Mayor Peacock to approve the minutes of the February 23, 2011 meeting with the recommended changes. The motion was unanimously approved.**

Executive Secretary's Report: Mr. Baker briefed the Board on events pertaining to the Division. The legislative session has closed. HB438, sponsored by Representative Wright, which proposed adding two agriculture representatives to the Board, replacing one "at large" and one "Environmental" member, never made it onto the floor for final Senate vote. HB132, also sponsored by Representative Wright, did pass. This bill allows agricultural storm water runoff in certain circumstances. It also requires the Board to get the approval of the Conservation Commission if the Board wishes to make a rule affecting agricultural water that would be more strict than the Federal Rules. HB420, sponsored by Rep Fisher, requires that any TMDL which costs more than $100 million to implement to be approved by the Legislature, effective July 1, 2012. This will require an economic evaluation to be included in each TMDL, which has not previously been part of a TMDL evaluation. HB246, sponsored by Rep. Sandstrom, did not pass and the phosphate ban on dishwashing detergent still remains in effect. The final outcome of the budget impact is a 2-1/2% cut of general funds. DWQ will lose 1 FTE position presently left vacant by Shelly Andrews and will incur some cutbacks in other areas.

PRESENTATIONS

Certification Council 2010 Annual Report: Ms. Etherington introduced Dan James from the Certification Council. Mr. James presented the 2010 Annual Report, as noted on pages 2.2 through 2.7.

Annual Non-Point Source (NPS) Report: Mr. Bowcutt presented the NPS Annual Report for Fiscal Year 2010, directing the Board to Tab 2 pages 2.8 through 2.18.

Willard Spur Study Update: Mr. Ostermiller gave the Board an update on the Willard Spur Project. The Willard Spur Steering Committee met on February 17th. A Monitoring Subcommittee comprised of representatives from DWQ, CH2MHill, USFWS, and POTW scientists was created to develop a study plan for 2011 to provide the Science Panel with preliminary data. On March 2nd DWQ collected 5 co-located water chemistry, biological and sediment samples. In accordance with Steering Committee directions, the Monitoring Subcommittee created a draft collection plan for 2011 (included in the packet). In order to proceed with the sampling as discussed with the Steering Committee, DWQ will have to reallocate the

$260,000 previously released by the Board to conduct this work ($160,000 was allocated for project management support $100,000 for monitoring) so that an increased percentage of these funds is allocated to the monitoring activities in 2011.

FUNDING REQUEST

Financial Assistance Status Report – Mr. Macauley updated the Board on the "Summary of Assistance Program Funds," as outlined on page 3.1. He also explained that Utah Wastewater Loan Funds (UWLF) cannot be used to make "principal forgiveness loans" or "negative interest loans" referring to page 3.3 of the packet page.

Prioritizing and Funding Nonpoint Source Projects: Ed Macauley and John Whitehead directed the board to pg. 3.4.1. Mr. Whitehead explained to the Board that the annual allocation of up to $1 million in grant funds by the Water Quality Board for nonpoint source water quality improvement projects is serving a critical role in the implementation of TMDLs throughout the state. Many high priority nonpoint source projects that would otherwise not have been possible have been completed in the short amount of time that these funds have been available. These funds help fill the gap in the growing need for nonpoint source control and the amount of financial resources available to address this critical water quality problem. Staff recommends to the Board that the $1 million allocation continue to be set aside each year for high priority nonpoint source projects to address water quality problems.

Coalville Request for Funding Authorization: Ms. Nelson introduced Mayor Duane Schmidt, and Chantel Pace from Coalville City, and Cindy Gooch and Trevor Lindley with JUB Engineering. Coalville City is requesting financial assistance in the amount of a $6,834,000 grant and $2,650,000 loan at an interest rate of 0.0% repayable over 20 years for the construction of a new wastewater treatment facility to replace the existing facility located on leased Bureau of Reclamation (BOR) property that must be relocated off of federal property. Coalville City is also requesting an additional Planning Advance of $25,000 to fund the work required to prepare a Rural Development funding application package, which requires the environmental work to be completed at the time of application. Walt Baker and several staff met with Curtis Pledger, Bureau of Reclamation (BOR) and determined that even if the Coalville WWTP could remain on the current site, the facility is land-locked and would be unable to expand in the future. Therefore, Coalville must abandon the existing plant and construct a new facility on nearby property. BOR agreed that if the new facility could be completed by 2014, then the city could walk away from the existing plant, and BOR would be responsible for any demolition and cleanup of the existing wastewater treatment facility.

Staff agrees that Coalville needs a new facility, but recommends that Coalville pursue matching funding from USDA Rural Development. To this end staff recommends that the Board authorize a loan in the amount of $1,650,000 at 0% interest over 20 years, a construction grant in the amount of $3,092,000, and an additional hardship planning advance in the amount of $25,000 for the city to complete a funding application to USDA Rural Development..

Motion: **It was moved by Mr. Myers to approve staff's recommendations to authorize a loan in the amount of $1,650,000 at 0% interest over 20 years and a construction grant in the amount of $3,092,000 for Coalville City to construct a new wastewater treatment plant, and an additional hardship planning advance in the amount of $25,000 for the city to complete a funding application to USDA Rural Development. A special condition was added to the construction funding that Coalville obtain a legal letter from the BOR that it accepts responsibility for any demolition and cleanup costs for the existing wastewater treatment facility. A special condition was added to the**

hardship advance that Coalville agree to repay the planning advance within two years if there is no construction project. The motion was seconded by Mayor Snarr, and unanimously approved.

Bluff Service Area Project Update: Mr. Mackey explained to the Water Quality Board that the Bluff Service Area (BSA) determined to take no action regarding its proposed wastewater project. The BSA received a $164,000 planning advance from the Water Quality Board to develop the Facility Plan for Bluff. In accordance with the conditions of the two grant authorization agreements, failure on the part of the Grantee to implement the construction project authorizes the Board to seek repayment of the grant on such terms and conditions as it may determine. Staff recommended that the Board consider its requirement for repayment of $164,000 and direct staff how it wishes to proceed.

Huntsville Request for Funding Authorization: Ms.Wondimu introduced Rex Harris from Huntsville and Kevin Brown and Dave Torgersen from Sunrise Engineering. Huntsville Town is requesting financial assistance in the amount of a $10,838,000 loan repayable over 30 years at an interest rate of 0.0% and a $3,613,000 grant for construction of a wastewater collection and IFAS or SBR wastewater treatment system. Staff recommends that the Water Quality Board authorize Huntsville Town a grant in the amount of $3,613,000 and a loan in the amount of $10,838,000 repayable over 30 years at an interest rate of 0%.

Motion: **It was moved by Mr. Bateman to approve staff's request to authorize a grant in the amount of $3,613,000 and a loan for $10,838,000 at 0% interest over 30 years with the special conditions that Huntsville: 1) agrees to prepay the loan at $250 per year per ERU for each ERU served in excess of 1000 ERUs; and 2) agrees to provide service outside of its municipal boundary provided that all costs for such service are borne by those requesting the service, including but not limited to any construction needed to connect to Huntsville's sewer system and appropriate impact and user fees. The motion was seconded by Mr. Echols and unanimously approved with the special conditions,**

Monroe City Request for Funding Authorization: Ms. Wondimu introduced Mayor Robert Nilsson from Monroe City, Darin Robinson with Jones & DeMille Engineering, Inc., and John Chartier who is DEQ's district engineer for the central part of the state. Monroe City is requesting financial assistance in the amount of a $4,058,000 grant and a $3,254,000 loan at an interest rate of 0.0% repayable over 30 years for construction of a wastewater collection system, lift station, and force main to convey its wastewater to Richfield City's wastewater treatment lagoon system. Due to the present shortage of grant funds on the part of the WQB, staff recommended the Board not authorize funding at this time, but recommended that Monroe seek funding from USDA/RD in addition to the city's request for funding from the CIB and WQB.

Washington Terrace Funding Modification Request: Ms. Nelson introduced Steve Harris from Washington Terrace. On June 23, 2010 the Water Quality Board authorized a loan in the amount of $835,000 to fund the sewer replacement related costs associated with the infrastructure repair project along 4800 south and elsewhere in Washington Terrace. The original authorization required a local share of $120,000 for sewer related expenses. The City requested that its local share of $120,000 be allowed to be reassigned toward the construction of the roadway, sidewalk and other related improvements rather than only the wastewater collection system costs.

Motion: **It was moved by Mr. Myers to approve staff's recommendation and let Washington Terrace apply its local contribution of $120,000 toward other street improvements related to the project. The motion was seconded by Mr. Bateman. The motion was unanimously approved.**

RECOGNITION AWARD for Kiran Bhayani: Mr. Baker presented a recognition award to Kiran Bhayani who recently retired after 32 years of service working in the Division of Water Quality**.**

RULEMAKING:

Rulemaking on East Canyon Reservoir TMDL R317-1-7: Mr. Whitehead explained that comment period on the TMDL R317-1-7 has ended with no comments received. Staff recommended that the Board incorporate by reference the revised East Canyon Creek and East Canyon Reservoir TMDLs into R317-1-7.

Motion: **It was moved by Mr. Rowley to adopt the changes to R317-1-7. The motion was seconded by Mr. Echols and was unanimously approved.**

Rulemaking on Utah Sewer Management Plan R317-801: Mr. Kennington directed the Board to the draft rule R317-801 "Utah Sewer Management Program" that would pertain to all public wastewater collection systems in the State of Utah. Staff requested the Board initiate formal rulemaking for R317-801. One change requested by the Board was to change the implementation date from Jan 15th to April 15th 2012.

Motion: **It was moved by Mr. Echols to proceed to rulemaking on R317-801. The motion was seconded by Mr. Simpson and was unanimously approved.**

Prior to ending the meeting the Board agreed it would like to have a work meeting to discuss project funding, how to prioritize available funds and the 1.4% MAGHI target for affordable sewer user fees. The work meeting should begin at 8:30 a.m. with a break for lunch followed by the Board meeting.

Mr. Baker asked for volunteers to be on the Sudweeks Award selection committee. Mr. Myers, Ms. Frey, Mr. Simpson and Mr. Olsen volunteered.

-NEXT MEETING –
Wednesday May 18, 2011 @ 8:30 a.m.
DEQ Building Board Room #1015
195 North 1950 West
Salt Lake City, Utah 84116

_____
Jay Olsen, Chairman
Utah Water Quality Board

State of Utah

GARY R. HERBERT
Governor

GREG BELL
Lieutenant Governor

Department of
Environmental Quality

Amanda Smith
Executive Director

DIVISION OF WATER QUALITY
Walter L. Baker, P.E.
Director

Utah Water Quality Board Meeting
Dixie Convention Center
Entrada B & C
St. George, Utah 84770
Wednesday, April 6, 2011

Board Meeting begins @ 8:30 AM
Agenda

A. **Water Quality Board Meeting – Roll Call**

B. **Welcoming the Water Quality Board to WEAU**..... Jill Houston

C. (Tab 1) **Approval of Minutes for February 23, 2011**

D. **Recognition Award for Kiran Bhayani**.....Jay Olsen

E. **Executive Secretary's Report**..... Walt Baker

F. (Tab 2) **Presentations:**
1. Certification Council 2010 Annual Report .....Judy Etherington/Dan James
2. Annual Non Point Source Report ..... Jim Bowcutt
3. Willard Spur Study Update..... Jeff Ostermiller

G. (Tab 3) **Funding Requests:**
1. Financial Status Report/Potential for UWWLF principal Forgiveness loans/Negative Interest Loans ..... Ed Macauley
2. Prioritizing Point & Nonpoint Source Projects..... Ed Macauley/John Whitehead
3. Bluff Service Area Project Update ..... John Mackey
4. Coalville Request for Funding Authorization..... Lisa Nelson
5. Huntsville Request for Funding Authorization..... Beth Wondimu
6. Monroe Request for Funding Authorization..... Beth Wondimu

195 North 1950 West • Salt Lake City, UT
Mailing Address: P.O. Box 144870 • Salt Lake City, UT 84114-4870
Telephone (801) 536-4300 • Fax (801) 536-4301 • T.D.D. (801) 536-4414
www.deq.utah.gov

7. Washington Terrace Request ..... Lisa Nelson

H. (Tab 4) **Rulemaking:**

1. Rulemaking on East Canyon Reservoir TMDL R317-1-7 .....John Whitehead

2. Rulemaking on Utah Sewer Management Plan R317-801 ..... John Kennington

I. (Tab 5) **Other Business:**

Break for WEAU luncheon
Noon-1:00 pm

J. (Tab 6) **Work Meeting (1:00 pm-3:00 pm/Return to Entrada B & C):**

1. Proposed approach for developing nutrient criteria in Utah..... Jeff Ostermiller

Next Meeting – May 25, 2011
DEQ Building Board Room #1015
195 North 1950 West
Salt Lake City, Utah 84116

Project Number: _____
Date Received: January 25, 2011
Date to be presented to the WQB: April 6, 2011

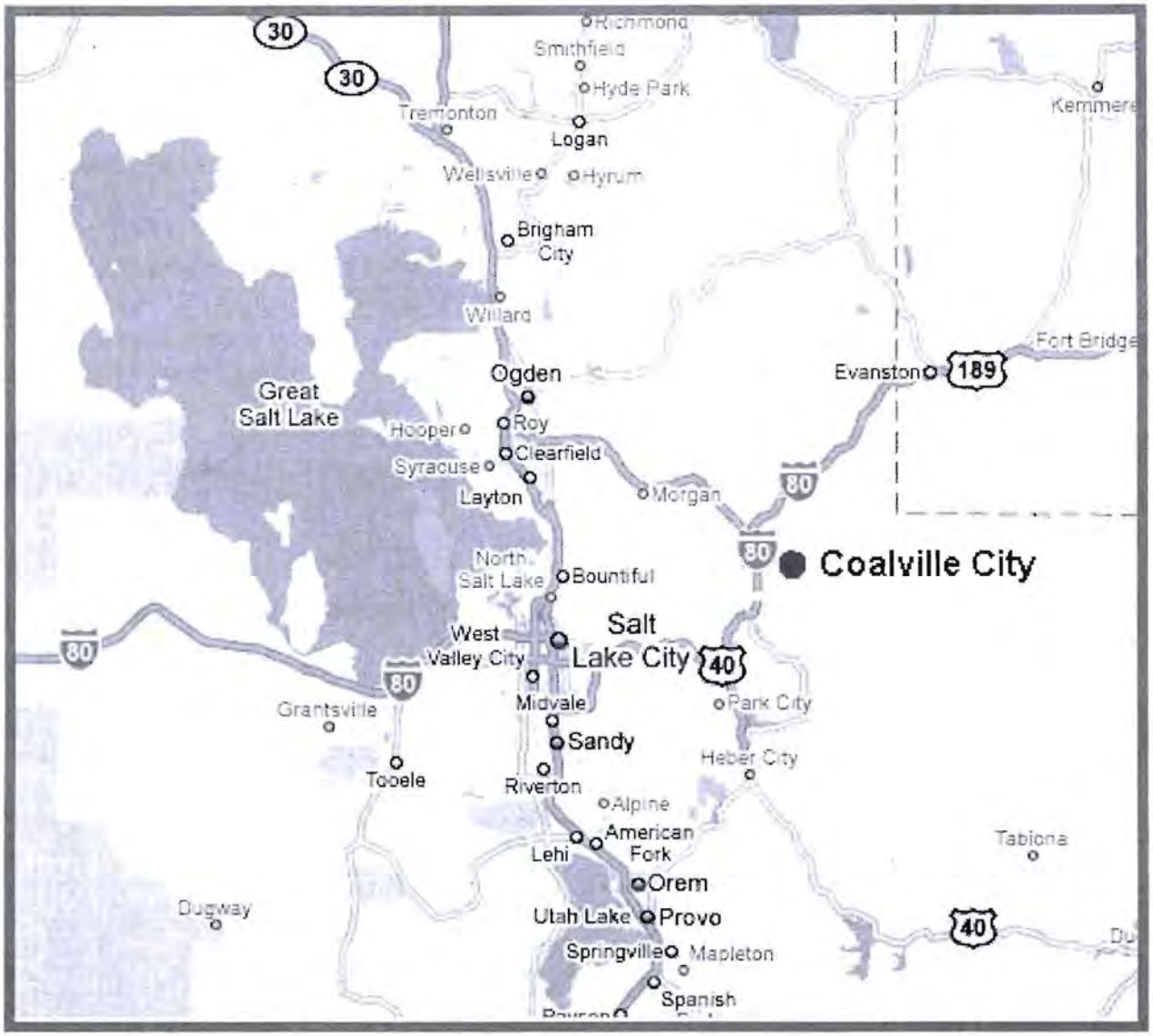
WATER QUALITY BOARD
REQUEST FOR HARDSHIP GRANT FUND RESERVE
AUTHORIZATION

APPLICANT:	Coalville City 10 North Main PO Box 188 Coalville, Utah 84017 Telephone: 435-336-5981
PRESIDING OFFICIAL/CONTACT:	Mayor Duane Schmidt 10 North Main PO Box 188 Coalville, Utah 84017 Telephone: 435-336-5981
TREASURER:	Chantel Pace, City Recorder 10 North Main PO Box 188 Coalville, Utah 84017 Telephone: 435-336-5981
CONSULTING ENGINEER:	Trevor Lindley, Project Engineer J-U-B Engineers Inc. 466 North 900 West Kaysville, Utah 84037 Telephone: 801-544-0393
CITY ATTORNEY:	Sheldon Smith, Sheldon Smith & Associates PO Box 972 Coalville, Utah 84017 Telephone: 435-336-1200
BOND COUNSEL:	Eric Todd Johnson Blaisdell and Church P.C. 5995 S. Redwood Rd. Taylorsville, UT 84123 Telephone: 801-521-7620

APPLICANT'S REQUEST:

Coalville City is requesting financial assistance in the amount of a $6,834,000 grant and $2,650,000 loan at an interest rate of 0.0% repayable over 20 years for the construction of a new wastewater treatment facility to replace the existing facility that must be abandoned. Coalville City is also requesting an additional Planning Advance of $25,000 to fund the work required to prepare a Rural Development funding application package, which requires the environmental work to be completed at the time of application.

APPLICANT'S LOCATION



PROJECT NEED

Coalville City's aged wastewater treatment facility currently resides on property leased from the United States Bureau of Reclamation (BOR) under a 50 year lease agreement set to expire in October 2014. The BOR is unwilling to extend the lease under terms that Coalville considers reasonable, forcing the City to relocate its wastewater treatment facilities in their entirety.

UPDATES SINCE THE INTRODUCTION ON FEBRUARY 23, 2011

Walt Baker will meet with Curtis Pledger of the Bureau of Reclamation on March 23rd at Coalville City to discuss what options are available that will allow the City to maintain the treatment plant at the existing site.

UPDATES SINCE THE HARDSHIP PLANNING ADVANCE ON JUNE 20, 2008

On June 20, 2008, the City of Coalville came to the Water Quality Board for a planning advance to help cover the costs associated with conducting a land transfer with BOR. As stated earlier, the wastewater treatment plant for the City of Coalville resides on land that is owned by the BOR and was leased back on a 50 year lease that comes due October 2014.

The City was under the early impression (based on Facility Planning funded by the City and conducted in 2006-2007) that the BOR was quite amenable to this transfer and all of the early meetings seemed to confirm this. From July 2008 until September 2009 the City and JUB and BOR staff were working towards this property transfer and working on all the required documents, one being the Emergency Response Plan. However, when the BOR Area Manager became involved in September 2009, the process began to stall.

The Area Manager of the BOR became adamant that an extensive berm surrounding the treatment facility would be required as part of the Emergency Response Plan prior to any sale or renewal of a lease. Design criteria described by the BOR required that the top of the berm match the crest of the dam; the berm have a keyway trench in the bottom extending approximately 5 feet below the native ground with an impervious material to block potential contamination; the berm be reinforced on the reservoir side in order to prevent erosion; and the berm have a crest width of approximately 10 feet with sides slopes of 1:1.

This would result in a berm surrounding the treatment plant approximately 7 feet higher than the treatment plant floor and 10 or more feet high above the nearby floor of the reservoir (immediately outside the lease area limits of the treatment plant). This is nearly five times greater than that necessary to contain emergency wastewater overflows. The BOR felt this could easily be accomplished for $75,000. However, JUB's estimate was more in line with $550,000. In addition the BOR has no interest in selling or leasing any additional land which would dramatically reduce treatment options for the City at the existing site.

The City and JUB and DWQ attended a meeting with Brad Shafer, Senior Advisor in Senator Bennett's office, to discuss these problems with BOR and the precarious situation it was putting the City in. Mr. Shafer called the BOR to intervene on the City's behalf and expressed his concerns, to no avail. The criticality of the schedule was discussed and the possibility of receiving 595 appropriations funding was broached.

The City has received a letter from BOR dated May 10, 2010 stating that if they found the BOR response to the City's request not to construct a berm unacceptable then "we encourage you to pursue constructing a new facility on non-federal lands" (copy of Letter in Appendix B). At this point the City isn't left with many options and has aggressively begun the process of trying to fund and construct a new facility within a very short and strict timeline.

Since that time, the City was awarded the 595 grant in the amount of $5,000,000 (see copy of Signed Agreement in Appendix E). However, the 595 grant was withdrawn in December (see copy of Program

Manager Letter in Appendix D).

The City's wastewater treatment facility is an award winning facility that, despite the aging infrastructure, has consistently discharged high quality effluent to Chalk Creek. Chalk Creek drains into Echo Reservoir that has a state beneficial use classification that includes culinary water. This facility has been permitted since the 1970's and has never violated its UPDES permit, which is a major accomplishment.

PROJECT DESCRIPTION:

The preferred alternative, given the situation as it stands, is to construct a new wastewater treatment plant on non-federal lands located slightly south of the existing plant. The treatment plant technology selected is a conventional activated sludge plant with biological nutrient removal, site master planning for tertiary filtration, and residuals holding and dewatering at the site. The project also includes repair and upgrade of an existing lift station. The City plans on maintaining the same discharge point which is made possible by the City's long-term agreement with the historic rail trail and the easements that have been negotiated.

POSITION ON PROJECT PRIORITY LIST:

Coalville is currently ranked **2nd** of 25 on the Project Priority List.

POPULATION

Source Governor's Office of Planning and Budget 2008 estimates:

Population and Connection Projections

Year	Residents	Total Sewer ERUs[1]
2010	1,591	734
2020	1,944	834
2030	2,417	1,002

[1] Includes residential and non-residential ERU's

CURRENT USER CHARGE:

Coalville recently revised their sewer ordinance to raise sewer rates from $28 to $32 for a typical residence, and they also implemented an automatic increase to $36/month in January 2012 and $40/month in January 2013. The current rates are:

Residential	$32.00 per month
Commercial:	$32.00 per month plus $2.29 per 1,000 gallons over 8,500 gallons
RV Parks:	$12.00 per space, plus usage at $2.29 per 1,000 gallon
Impact Fee:	$3,330.57

IMPLEMENTATION SCHEDULE:

Introduction to WQB for Funding:	February 23, 2011
WQB Funding Authorization:	April 6, 2011
Final Public Hearings:	May 2011
Advertise EA (FONSI):	June 2011
Facility Plan Approval:	July 2011
Commence Design:	October 2011
Issue Construction Permit:	July 2012
Advertise for Bids:	August 2012
Bid Opening:	October 2012
Loan Closing:	November 2012
Commence Construction:	January 2013
Complete Construction:	**October 2014**

COST ESTIMATE:

Legal and Bonding	$	28,000
DWQ Loan Origination Fee (1%)	$	27,000
Engineering - Design	$	684,000
Engineering - CMS	$	684,000
Property & Easements	$	350,000
Construction	$	6,370,000
Contingency	$	1,047,000
Refund 2001 Bond and DWQ Planning Advance	$	294,000
Total	$	9,484,000

ESTIMATED ANNUAL COST FOR SEWER SERVICE:

Operation & Maintenance - Annual	$239,000
WQB Debt Service (0%; 20 yrs)	$132,500
Existing Debt Service (to be refinanced)	$0
WQB Required Reserves (1½ pmt/6 yrs)	$33,125
Coalville City MAGI (2009)	$39,300
Monthly Cost / ERU at 1.4% MAGI	$45.85

STAFF COMMENTS AND RECOMMENDATION:

Staff will be meeting with Walt Baker and Curtis Pledger (Bureau of Reclamation) in Coalville on March 23, 2011. Staff Recommendations will be made at the Board meeting based on the outcome of this meeting. However, a project will likely be needed regardless of the outcome of this meeting and Staff is recommending that Coalville pursue matching funding from Rural Development as shown on the attached Cost Model. Staff recommends that the Board authorize a loan in the amount of $1,650,000 at 0% interest

and grant in the amount of $3,092,000 as well as an additional $25,000 planning advance for Coalville to complete the funding application for Rural Development.

SPECIAL CONDITIONS:

1. Coalville City must agree to participate annually in the Municipal Wastewater Planning Program (MWPP).

2. As a part of the facility planning, Coalville City must complete a Water Conservation and Management Plan.

3. Coalville is responsible for securing the balance of funding needed for this project.

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File: Coalville/Planning/Section 1

Coalville
Wastewater Treatment Facilty Improvement Project

Coalville Cash Flow Model (today's dollars)

Proposed Financing	
Local Contribution	$ -
WQB Loan	$ 1,650,000
WQB Grant	$ 3,092,000
USDA Loan	$ 1,650,000
USDA Grant	$ 3,092,000
Project Cost:	$ 9,484,000

Projected Annual Sewer Expenses	
Annual Operating Expense (O&M):	$ 239,000
Water Quality Board Loan (0.0%, 20 yrs)	$ 82,500
USDA Loan Payment (3%, 38 yrs)	$ 73,358
Existing Debt Service:	$ -
Total Annual Cost:	$ 394,858

Projected Sewer Revenue Sources	
Beginning Cash	$ -
2010 Customers (ERU)	734
50% Proj. GOPB Growth thru 2020	0.73%
50% Proj. GOPB Growth 2021-2030	1.24%
Sewer Impact Fee	$ 3,331
Max Monthly User Fee @1.4% x $39,3(	$ 45.85
Current Monthly User Fee	$ 32.00

Sewer Revenue Projections

Year	Growth Rate (%)	Annual Growth (ERU)	Total Users (ERU)	User Charge Revenue	Impact Fee Revenue	Total Revenue	WQB Loan Payment	WQB Loan Reserves	WQB Remaining Principal	WQB Interest Payment	USDA Loan Payment	Existing Sewer Debt Service	O&M Expenses	Total Expenses	Beginning Cash	Ending Cash Flow	Net Revenue	Debt Service Ratio
2011	0.7%	5	739	283,776	16,655	300,431						21,000	260,000	281,000	-	19,431	19,431	
2012	0.7%	5	744	321,408	16,655	338,063			1,650,000	-	-	21,000	260,000	281,000	19,431	76,494	57,063	
2013	0.7%	5	749	359,520	16,655	376,175			1,650,000	-	-	21,000	260,000	281,000	76,494	171,669	95,175	
2014	0.7%	5	754	361,920	16,655	378,575			1,650,000	-	49,500	-	260,000	309,500	171,669	240,744	69,075	
2015	0.7%	5	759	417,602	16,655	434,257	**82,500**	20,625	1,567,500	-	73,358	-	239,000	415,483	240,744	259,518	18,774	1.25
2016	0.7%	6	765	420,903	19,986	440,889	**82,500**	20,625	1,485,000	-	73,358	-	239,000	415,483	259,518	284,924	25,406	1.30
2017	0.7%	6	771	424,204	19,986	444,190	**82,500**	20,625	1,402,500	-	73,358	-	239,000	415,483	284,924	313,631	28,707	1.32
2018	0.7%	6	777	427,505	19,986	447,491	**82,500**	20,625	1,320,000	-	73,358	-	239,000	415,483	313,631	345,640	32,008	1.34
2019	0.7%	6	783	430,807	19,986	450,793	**82,500**	20,625	1,237,500	-	73,358	-	239,000	415,483	345,640	380,949	35,310	1.36
2020	0.7%	6	789	434,108	19,986	454,094	**82,500**	20,625	1,155,000	-	73,358	-	239,000	415,483	380,949	419,560	38,611	1.38
2021	0.7%	6	795	437,409	19,986	457,395	**82,500**		1,072,500	-	73,358	-	239,000	394,858	419,560	482,097	62,537	1.40
2022	0.7%	6	801	440,710	19,986	460,696	**82,500**		990,000	-	73,358	-	239,000	394,858	482,097	547,936	65,838	1.42
2023	0.7%	6	807	444,011	19,986	463,997	**82,500**		907,500	-	73,358	-	239,000	394,858	547,936	617,075	69,139	1.44
2024	1.2%	10	817	449,513	33,310	482,823	**82,500**		825,000	-	73,358	-	239,000	394,858	617,075	705,041	87,965	1.56
2025	1.2%	10	827	455,015	33,310	488,325	**82,500**		742,500	-	73,358	-	239,000	394,858	705,041	798,508	93,467	1.60
2026	1.2%	10	837	460,517	33,310	493,827	**82,500**		660,000	-	73,358	-	239,000	394,858	798,508	897,478	98,969	1.63
2027	1.2%	10	847	466,019	33,310	499,329	**82,500**		577,500	-	73,358	-	239,000	394,858	897,478	1,001,949	104,471	1.67
2028	1.2%	11	858	472,072	36,641	508,713	**82,500**		495,000	-	73,358	-	239,000	394,858	1,001,949	1,115,804	113,855	1.73
2029	1.2%	11	869	478,124	36,641	514,765	**82,500**		412,500	-	73,358	-	239,000	394,858	1,115,804	1,235,711	119,907	1.77
2030	1.2%	11	880	484,176	36,641	520,817	**82,500**		330,000	-	73,358	-	239,000	394,858	1,235,711	1,361,670	125,959	1.81
2031	1.2%	11	891	490,228	36,641	526,869	**82,500**		247,500	-	73,358	-	239,000	394,858	1,361,670	1,493,681	132,011	1.85
2032	1.2%	11	902	496,280	36,641	532,921	**82,500**		165,000	-	73,358	-	239,000	394,858	1,493,681	1,631,745	138,063	1.89
2033	1.2%	11	913	502,333	36,641	538,974	**82,500**		82,500	-	73,358	-	239,000	394,858	1,631,745	1,775,860	144,116	1.92
2034	1.2%	11	924	508,385	36,641	545,026	**82,500**		-	-	73,358	-	239,000	394,858	1,775,860	1,926,028	150,168	1.96

3.13

J-U-B ENGINEERS, INC.

J-U-B COMPANIES THE LANGDON GROUP GATEWAY MAPPING INC.

April 28, 2011

Mr. Walt Baker, P.E.
Director - Utah Division of Water Quality
P.O. Box 144870
Salt Lake City, UT 84114-4870

Dear Walt,

At the end of our March 23, 2011 meeting in Coalville City with the Bureau of Reclamation and the Utah Division of Water Quality (DWQ), the City (under the mayor's signature) gave DWQ a letter to your attention. The letter discussed what appears to be a technicality relative to the naming of roads in and around Coalville, the location of the existing wastewater treatment plant (WWTP) discharge, and categorization of receiving streams. These issues may have potential implication in the Anti-Degradation Review (ADR) process for the new Coalville WWTP. On behalf of the City, J-U-B Engineers (J-U-B) is following up with DWQ relative to the status of your response to that letter.

Also related to the March 23, 2011 letter and ongoing planning for the new facility, the City is preparing a funding application to USDA. The funding application will include: (1) application paperwork (2) a preliminary engineering report (PER) and (3) an environmental document. With significant planning moving forward, we feel it would be a good time to discuss key planning parameters with DWQ relative to performance and permitting of the new facility. Key questions include:

1. The Facility Plan Update submitted to DWQ for the new Coalville WWTP (December, 2010) recommends a conventional activated sludge process with biological nutrient removal capabilities to meet secondary standards and total nitrogen < 10 mg/l, and total phosphorus < 1.0 mg/l. At this time, however, the existing permit only requires secondary standards. Aware of a revised Echo Reservoir TMDL process and the current regulatory dialogue surrounding nutrients, J-U-B is recommending a facility targeting nutrient removal. The recommended facility targets nitrogen first as nitrogen removal requires more deliberate planning and facilities than phosphorus removal. Phosphorus removal can be phased more easily with chemical addition and future filters or anaerobic selector zones. **Since these limits significantly impact all planning from this point forward, we would ask for a discussion with DWQ relative to the future permit limits for the new Coalville WWTP**. We would also ask DWQ to propose a schedule of activities for noticing and issuing the new permit.
2. Considering potential ADR concerns and after some discussion with DWQ , we have been preparing to discharge the effluent from the new WWTP back to the location of the existing discharge. However, discharging back to the old location requires over 1,500 feet of outfall pipe, the possibility of an effluent lift/pumping station and now likely an easement through the BOR parcel that Coalville is planning to abandon. Discharging closer to the new facility, at a location that could be described as an 'unnamed ditch, tributary to the confluence of Chalk Creek and the Weber Rivers, tributary to Echo Reservoir' would seem more appropriate for the City. We are asking what might be the permitting and ADR implications of such a request.

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With the environmental document being developed now, and public and agency notices about to commence, we feel now is a good time to discuss these matters. We appreciate your attention to these items and could be available as early as the week of May 9, 2011 to discuss these issues.

Sincerely,
J-U-B ENGINEERS, Inc.

Trevor R. Lindley

Trevor R. Lindley, P.E.
Project Manager

Cc: Mayor Duane Schmidt (Coalville City)
Robert Whiteley (J-U-B Kaysville/Coalville City Engineer)
Cindy Gooch (J-U-B Kaysville/Coalville City Planner)
James Goodley (J-U-B Kaysville)
Ed Macauley (DWQ, email attachment)
Lisa Nelson (DWQ, email attachment)
Bill Damery (DWQ, email attachment)

State of Utah

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Lieutenant Governor

Department of
Environmental Quality

Amanda Smith
Executive Director

DIVISION OF WATER QUALITY
Walter L. Baker, P.E.
Director

June 28, 2011

Mayor Duane Schmidt
Coalville City
P.O. Box 188
Coalville, UT 84017

Dear Mayor Schmidt:

Subject: Pending Changes to Utah's Water Quality Standards to Correct the Boundary of the Category 1 Antidegradation Protections for Chalk Creek

Thank you for your March 23, 2011 letter identifying an error in our water quality standards (UAC R317-2) with regard to the boundaries of the antidegradation Category 1 protections for Chalk Creek. We are aware of this discrepancy in UAC R317-2 Standards of Quality for Waters of the State. As outlined below, the boundaries currently in our rules do not describe the watershed that was initially protected. DWQ intends to correct this error in our rules as soon as possible.

Since receiving your comments DWQ has compiled sufficient documentation to demonstrate that the current Category 1 boundaries differ from the boundaries that were initially created in our rules. As you noted, the Category 1 boundary currently described in our standards is "Chalk Creek and tributaries from US 189 to headwaters"(UAC R317-2-12). When Chalk Creek's categorical protections were initially established, US-189 was also Main Street in Coalville. However, in the intervening years US-189 highway was relocated to Interstate 80 and no longer intersects with Chalk Creek. As a result, we are proceeding with a correction to Utah's water quality standards to reestablish the Category 1 boundary at Main Street, to reflect the initial intention of our rules.

This is a nonsubstantive rule change, which does not require Water Quality Board approval or a public comment period under Utah's administrative rules (Utah Administrative Rulemaking Act, 63g-3-201). However, USEPA must approve all changes to the water quality standards and subsequently adopt them as Federal regulations, so they may require a public comment period to meet federal rulemaking obligations. USEPA has been briefed of our intended changes and is consulting with council about federal requirements for nonsubstantive changes. Once DWQ receives input from USEPA, we will immediately proceed with rulemaking following the most administratively expedient process possible. In the interim, Chalk Creek will continue to be

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treated as Category 1 waters upstream of Main Street, and Category 3 waters downstream. If you have any questions, please contact Christopher Bittner at 801-536-4371.

Sincerely,

Utah Water Quality Board

Walter Baker, P.E.
Executive Secretary

WLB:CWB:JDO:LAL/fb

cc: Lisa Nelson, DWQ
Trevor Lindley, P.E., J-U-B Engineering

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Amanda Smith
Executive Director

DIVISION OF WATER QUALITY
Walter L. Baker, P.E.
Director

June 28, 2011

Trevor R. Lindley, P.E.
466 North 900 West
Kaysville, UT 84037

Re: Clarification of Nutrient Requirements and Antidegradation Provisions Applicable to the Planned Coalville WWTP

Dear Trevor,

This letter responds to your inquires made on behalf of Coalville City and J-U-B Engineering in a letter dated April 28, 2011.

With regard to clarification of the appropriate antidegradation boundaries for Chalk Creek, I have attached our response Mayor Schmidt. In short, DWQ agrees that the current boundaries in our rules are incorrect and will proceed to change our rules accordingly. Water quality standard changes—even nonsubstantive changes—require modification to both state and federal regulations. As a result, rulemaking can take 4-6 months to complete to ensure that both State and Federal requirements have been met. Nonetheless, DWQ believes that J-U-B can proceed with project planning as if these changes were already in place, because the proposed changes are considered nonsubstantive following Utah's administrative procedures.

Your letter also asked for clarification with regard to anticipated nutrient treatment requirements and antidegradation provisions. Our responses to these questions follow:

1. DWQ reiterates our previous recommendation that the treatment plant be designed to meet total nitrogen (TN) limits of <10 mg/l and total phosphorous (TP) limits of <1.0 mg/l. Ideally, the plant would be designed so that further reductions are possible if the TMDL requires further reductions. As you may know, USEPA is strongly pushing states to develop numeric criteria for TN and TP, and other nutrient reduction programs. It is the opinion of DWQ that future nutrient regulations are inevitable. DWQ is working to establish nutrient reduction rules that make sense for Utah, before federal requirements usurp our flexibility. In the interim, DWQ is strongly recommending that new facility plans incorporate nutrient limits. Indeed, DWQ will consider the extent of N & P reductions when evaluating the "least degrading" alternative treat processes submitted with Level II Anti-degradation Reviews. DWQ may not include TN and TP permit limits until numeric criteria are implemented. However, state funds will not be used to construct WWTPs that

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do not consider TN and TP reductions, because failure to consider likely future regulations when building and constructing facilities with >20-years of operation is not sound fiscal nor environmental policy.

2. The proposed new facility will require a Level II Anti-degradation Review (ADR) regardless of whether the discharge is to Chalk Creek or to the unnamed ditch tributary to Chalk Creek. Chalk Creek, the Weber River above Echo Reservoir, and Echo Reservoir are classified as 1C, protected for domestic purposes with prior treatment by treatment processes as required by the Utah Division of Drinking Water. Discharges to Class 1C waters require a Level II ADR per Utah Administrative Code, R317-2-3.8.d. Special Procedures for Drinking Water Sources. Under the Anti-degradation Policy, a Level II ADR will determine whether the proposed activity complies with the applicable anti-degradation requirements for receiving waters that may be affected. The purpose of this policy is to ensure that the proposal is the least degrading, feasible alternative for this activity and to gain public input. The ADR Implementation Guidance and Application Form are available on DWQ's website (http://www.waterquality.utah.gov/WQS/AntiDeg.htm). Contact Nicholas von Stackelberg at 801-536-4374, nvonstackelberg@utah.gov, for clarification on the ADR review process.

   The permitting implications of discharging to the unnamed ditch are expected to be limited. The change in the discharge location would affect the waste load analysis and may lower the water quality based effluent limits, though this would have to be verified through future modeling efforts.

DWQ agrees that addressing these concerns as early in the planning process as possible is in the best interest of all parties. You requested a meeting with DWQ to discuss these and other permit-related actions. Lisa Nelson will be contacting you shortly to schedule this meeting with J-U-B and appropriate DWQ staff. In the interim, please feel free to contact me directly with any comments or concerns.

Sincerely,

Walter L. Baker, P.E.
Director

WLB:JDO/LAL/fb

Enclosure(s): Response to Mayor Schmidt about Antidegradation Categorical Protections for Chalk Creek

cc:

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FILE

J·U·B ENGINEERS, INC.

J-U-B COMPANIES THE LANGDON GROUP GATEWAY MAPPING INC.

MEETING MINUTES

Subject: Coalville Anti-Degradation Review Coordination Meeting

Date: July 28, 2011

Attendees: DWQ – Lisa Nelson, Nick Von Stackelberg, Dave Wham, Bill Damery, Kim Shelley, Kari Lundeen. JUB Engineers – Trevor Lindley, Jim Goodley

Purpose of the Meeting: Coalville Anti-Deg Review (ADR)

1. **Welcome – Bill Damery.**

2. **Project Status – JUB Engineers.** Trevor Lindley gave a brief history of the existing facility including the negotiations with the Bureau of Reclamation (BOR) and the BORs desire to have the facility relocated. The current status is JUB is putting together USDA submittal packages for USDA to review in anticipation of USDA serving as a funding partner. The WQ Board has already agreed to funding 50 percent of the project with a mix of grant and loan. The City is actively pursuing two parcels of land that are the most feasible for the new site. Those negotiations have been going relatively slow. The City has increased the offer on the land to move an agreement forward. The City would rather not pursue imminent domain.

3. **Anti-Degradation Review.** It is understood that the City will need to prepare a Level II Anti-Degradation review. The primary questions JUB has on this ADR are (1) how/who determines constituents of concern and what might they be and (2) how many alternatives need to be investigated.

Constituents of Concern:
Nick and Dave explained the permittee (Coalville/JUB) essentially needs to look at background water quality concentrations and the effluent quality and if an effluent concentration is greater than background then potentially that item is a constituent of concern. Dave noted that many of the parameters/consituents evaluated for Chalk Creek have resulted in non-detectable (ND concentrations. After some discussion and review of the background water quality concentrations it was determined the most likely constituents of concern include: BOD, TSS, phosphorus, dissolved oxygen, ammonia, and TDS. Of note on these items:

a. Phosphorus and oxygen will not have to be included in the ADR because they are addressed in the TMDL.
b. There is no nitrate data; our goal of TN of 10 is to prepare for future secondary limits.
c. With the plant making a TN of 10 the ammonia concentration will likely be around 1-2 mg/l which is higher than background. David noted the wasteload allocation for Chalk Creek has ample assimilative capacity.

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d. TDS will be addressed briefly by noting the challenges of brine disposal, cost of TDS removal, and the fact that the proposed system takes the user rates to maximum on MAGI.

Alternatives

It was noted the draft facility plan completed in 2007 proposed maximizing the use of the existing facility. With BOR's stance on vacating the parcel; the Facility Plan Update (December 2010) focused on feasible technologies to meet secondary standards and remove nutrients to a TN of < 10 mg/l and a TP of < 1 mg/l. The alternatives also considered site constraints for the land parcels the City considered to be favorable (i.e., 5-8 acre parcels at the bottom end of the collection system). The two alternatives for the new site include conventional activated sludge using an MLE process (Modified Ludzack-Ettinger) or a membrane bioreactor (MBR). The MLE process targets biological nitrogen removal to reliably meet a TN limit of < 10 mg/l. The MLE process would be site planned for anaerobic zones (bio-P removal) and tertiary filters (Type 1 reuse or further TP removal). The MLE process would start with chemical addition to target effluent TP of < 1 mg/l. The MLE process was selected due to estimated lower capital and operational costs.

With respect to a 'least degrading alternative, the only other potentially viable alternative that was not investigated was an alternative to 'get out of the river' and might include aerated lagoons, winter storage, and land application. After some discussion, JUB will investigate that kind of an alternative to see how the numbers come in. The big challenge continues to be finding viable land. This lagoon and land application alternative can be discussed in generic terms without specific land being identified.

DWQ noted they will review the ADR but it would likely be an outside stakeholder that would challenge the ADR with regard to if appropriate alternatives have been investigated.

4. **Ambient WQ and Facility Wasteload.** Dave Wham provided ambient WQ data and the draft wasteload. The basis of the draft WLA was a facility design flow of 0.5 MGD with Chalk Creek as the receiving water. Of all the constituents discussed and included in the wasteload, DO may need the most attention in the design. The current design does not have re-aeration. The design may need to include re-aeration or try to accommodate a cascade weir at the back end of the facility.

   There was quite a lengthy discussion on receiving water. It was noted in the late spring and early summer the receiving water will essentially be the backwaters of Echo Reservoir. In the fall and winter the receiving water will be un-named tributary to Chalk Creek. DWQ at this point has run the wasteload and background on Chalk Creek. After some discussion it was decided to maintain Chalk Creek as the receiving water. However, once the land is finalized DWQ will want to walk the site and look at the un-named tributary. If the un-named tributary has a year round flow it is possible the receiving water will be reclassified. Whether or not the un-named tributary has continual flow and thus dilution may have an impact on the WLA. All agreed the un-named tributary was likely a "water of the state" (defined as such if it crosses property boundaries). It was also noted the un-named tributary enters Chalk Creek only a short distance above its own confluence with the Weber River.

5. **TMDL Status (Kari Lundeen).** DWQ is gathering background data. TMDL will likely go out to contract next year. It will cover Echo and Rockport Reservoirs and the Weber drainage above

these two reservoirs. Kari would like to be done in 2014. No stakeholder meetings have been held to date.

6. **UPDES Timing (Kim Shelley):** DWQ is pushing to have UPDES permits issued prior to construction. All agreed that would be a good thing to have done. Trevor highlighted the schedule with ADR, funding, environmental spanning July, August, September, October. Design October through May and bidding and construction starting summer of 2012. So under that type of schedule the permit would be issued in about May of 2012. DWQ is starting a fee schedule for permittees. The upside to issuing a permit prior to construction is it seems to give citizens and elected officials a better feeling that the facility will get the permit. The downside is with the permit being issued the 5 year clock starts ticking so for 1 to 2 years during construction the permit is active but in a sense not being used. For Coalville they would have two permits at the same time. The old permit expires August of 2014 which should fit fine with the new permit.

7. **Action Items/Other Discussion:**
    a. Schedule: JUB anticipates sending out the agency notices early in August and giving them 30 days to respond. JUB would hope to have a draft Env. Report/ADR available early in September. DWQ will need at least 30 days to review the ADR. So the public comment period would potentially be mid-October through mid-November.
    b. The Env. Report will have an ADR section. We proposed referring to an Appendix in the Env. Report and including the ADR forms and narrative in that Appendix. That will allow DWQ to focus on the ADR appendix.
    c. We may have to re-open the Facility Plan if any new alternatives (like land application) are more fully developed. We would rather not re-open the facility plan and just make the Env. Report cover the items necessary for ADR.
    d. JUB will keep the group informed on the land so DWQ can perform a site walk if they need to as part of the Env. Report.

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DIVISION OF WATER QUALITY
Walter L. Baker, P.E.
Director

Utah Water Quality Board Meeting
DEQ Building Board Room #1015
195 North 1950 West
Salt Lake City, Utah 84116
January 25, 2012

Board Meeting Begins @ 9:00 a.m..
AGENDA

A. **Water Quality Board Meeting – Roll Call**

B. (Tab 1) **Minutes:**
1. Approval of Minutes for December 5, 2011 ..... Paula Doughty

C. **Executive Secretary's Report** ..... Walt Baker

D. (Tab 2) **Operator Certification Council Appointments** ..... Judy Etherington

E. (Tab 3) **Funding Requests:**
1. Financial Status Report ..... Emily Cantón
2. Coalville City Request for Authorization ..... Lisa Nelson

F. (Tab 4) **Rulemaking:**
1. Adoption of Rule Changes to R317-2 Standards of Quality for Waters of the State Subsequent to Triennial Review ..... Chris Bittner
2. Request to Adopt Rule Changes to R317-8-9 Pesticide Rule ..... John Kennington

G. (Tab 5) **Other Business:**
1. Refinement of Utah Beneficial Aquatic Life Uses ..... Ben Holcomb

Work Meeting will begin at 12:30 p.m.

1. Discussion of 2012 Work Mtg topics ..... Walt Baker
2. Policy Discussion on Areawide Water Quality Management Planning/208 Plan Updates .. Dave Wham

Next Meeting – February 22, 2012

DEQ Building Board Room #1015
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Salt Lake City, Utah 84116

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Walter L. Baker, P.E.
Director

MEMORANDUM

TO: Utah Water Quality Board

THROUGH: Walter L. Baker, P.E.
Executive Secretary

FROM: Lisa Nelson LCN EKH
Environmental Engineer

DATE: January 25, 2012

SUBJECT: Coalville City Request for Full Financing of Wastewater Treatment Facility

On April 6, 2011 the Water Quality Board (the Board) authorized Coalville City partial financing for a new wastewater treatment facility to replace its existing aged plant located on US Bureau of Reclamation (USBR) land subject to a non-renewable lease expiring October 2014. The replacement facility project was estimated to cost $9,484,000, and the Board authorized one-half of that amount in the form of a $3,092,000 grant and a $1,650,000 loan repayable over 20 years at 0% interest, with the expectation that Coalville City would pursue the balance of the funding through USDA Rural Development. The Board also authorized a $25,000 advance to complete a funding application package to USDA to apply for the balance of the funding for this project.

Since that time Coalville actively pursued funding from USDA. At a meeting with Coalville, Water Quality staff, and USDA on November 29, 2011, USDA explained that Coalville is eligible for the balance of the funding in the form of a $2,972,000 grant and a $1,770,000 loan repayable over 40 years at 3.0% interest. In a telephone conference call on January 9, 2012 with USDA and Water Quality staff, it was explained the while Coalville was ranked #3 on USDA's priority list, USDA's appropriation for this fiscal year was not enough to entirely fund the project ranked #1. There is a strong probability that funds will not be available from USDA for this project when it is time to go to construction.

Newly discovered project challenges include a requirement by SHPO to have an archaeologist onsite during construction excavation activities (increases the cost of the project by $40,000) and the requirement by USDA to provide documentation that the new facility will not reside in a 500-yr Flood Plain. The 500-yr Flood Plain map does not exist so it is difficult to document to USDA that the site is not within the Flood Plain. USDA is checking to see if a variance to the 500-yr Flood Plain requirement is possible or if spillway data on Echo Dam from the USBR would be

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acceptable as documentation. The Division of Water Quality requires a facility to be protected from physical damage caused by a 100-yr event. The current facility site is at an elevation of 5566-ft and the proposed new site is at 5570-ft.

The new wastewater treatment facility will continue to discharge to Echo Reservoir, an important water source for Weber, Morgan, and Davis Counties. Echo Reservoir is on Utah's 303(d) list of impaired water bodies based on low dissolved oxygen and high total phosphorus. A TMDL study submitted to USEPA in 2006 was not approved in part due to insufficient load reductions, so a new watershed wide effort that will include Echo Reservoir, Rockport Reservoir, and tributaries is underway, and is expected to result in load allocations that are similar to or lower than those proposed in the 2006 TMDL.

Coalville City has negotiated an agreement with JUB Engineering to design a conventional activated sludge treatment plant with nutrient removal capability. It is estimated the design process will take approximately one year to complete. Although the TMDL does not list nitrogen as a parameter of concern, the Division of Water Quality has expressed concern regarding nitrogen, and JUB Engineering is recommending a design will utilize a Modified Ludzack Ettinger (MLE) process chosen for its efficiency and effectiveness in removing nitrogen. The process will have two parallel process trains consisting of concrete tanks, mixers, fine bubble aeration, secondary clarifiers, and intermediate and return sludge pumping with effluent targets of total nitrogen <10 mg/l and total phosphorus <1 mg/l. Effluent phosphorus limits will be met using chemical phosphorus removal. The design will include provisions that will allow the facility to be upgraded, if necessary, to meet future effluent limits of total nitrogen <3 mg/l and total phosphorus <0.1 mg/l. Nitrogen limits would be achieved using a second stage anoxic zone with an external carbon source, while phosphorus limits would be achieved using tertiary filtration with additional chemical dosing.

This project is currently ranked #1 on the WQB Project Priority List, and it is critical that Coalville City stick to the project schedule to avoid becoming a squatter on USBR land discharging to such an important drinking water source. The City has now completed planning and negotiated for the purchase of a suitable property, subject to obtaining financing. As required by the Board the City applied for USDA funding, but was not appropriated funds this year, and it is unlikely that funds will be forthcoming in the next appropriation.

Therefore, Coalville City is requesting a design advance in the amount of $762,000 to execute a design contract and $300,000 to execute a land purchase contract, along with full project funding in the amount of $9,524,000, subject to the condition that should project funding be obtained from USDA, it would replace Board funding in such a manner as to maintain an equivalent repayment amount by the City over the life of the Board's loan.

Coalville City is requesting project funding in the form of a $6,299,000 construction grant and a $3,225,000 loan repayable over 20 years at an interest rate of 0.0%, and a design advance in the amount of $1,062,000. (These financing terms were determined using the same repayment amounts as if the USDA funding had been secured.)

Staff recommends that the Board authorize the funding package and design advance as stated with the following special conditions:

1. Coalville City must continue to aggressively pursue funding through USDA Rural Development.

2. Any funds provided to Coalville City for this project by USDA Rural Development will reduce the Board's obligation by a commensurate amount, and in such a form as to maintain an equivalent repayment amount by the City over the life of the Board's loan.

3. This funding request replaces the construction funding authorized by the Water Quality Board on April 6, 2011.

Coalville
Wastewater Treatment Facilty Improvement Project

Project Costs		
Legal and Bonding	$	28,000
Engineering - Design	$	762,000
Engineering - CMS	$	672,000
Property and Easements	$	350,000
Construction	$	6,410,000
Contingency (~15%)	$	975,000
Loan Origination Fee	$	33,000
Repay Planning Advance	$	100,000
Refinance 2001 Bond	$	194,000
Total Project Cost:	$	9,524,000

Project Funding		
Local Contribution		
WQB Grant Amount	$	6,299,000
WQB Loan Amount:	$	3,225,000
Total Project Funding:	$	9,524,000

Current Customer Base & User Charges		
Total Customers (ERU):		678
Average MAGI for Coalville (2009)	$	39,300
Average Impact& Connection Fee (per ERU):	$	3,331
Current Monthly User Fee (per ERU):	$	32.00
User Fee 1.4% MAGI	$	45.94

Funding Conditions		
Loan Repayment Term (years):	$	20
Reserve Funding Period:	$	6

Total O&M expenses Treatment & Collection	$	194,000
Existing Debt Service	$	-

3.6

ESTIMATED COST OF SEWER SERVICE

WQB Loan Amount	WQB Loan Interest Rate	WQB Loan Debt Service	WQB Loan Reserve	Existing Debt Service	Total Annual Sewer O&M Cost	Total Annual Sewer Cost	Annual Revenue from User Charges	Cost/ERU in Monthly Sewer Fees	Sewer Cost as a percent of MAGI
$3,225,000	**0.00%**	**$161,250**	**$40,313**	**$0**	**$194,000**	**$395,563**	**$260,352**	**$48.62**	**1.48%**
$3,225,000	1.00%	$178,714	$44,679	$0	$194,000	$417,393	$260,352	$51.30	1.57%
$3,225,000	1.50%	$187,842	$46,961	$0	$194,000	$428,803	$260,352	$52.70	1.61%
$3,225,000	2.00%	$197,230	$49,308	$0	$194,000	$440,538	$260,352	$54.15	1.65%
$3,225,000	2.30%	$202,986	$50,747	$0	$194,000	$447,733	$260,352	$55.03	1.68%
$3,225,000	2.50%	$206,874	$51,719	$0	$194,000	$452,593	$260,352	$55.63	1.70%
$3,225,000	3.00%	$216,771	$54,193	$0	$194,000	$464,963	$260,352	$57.15	1.75%
$3,225,000	3.50%	$226,914	$56,729	$0	$194,000	$477,643	$260,352	$58.71	1.79%
$3,225,000	4.00%	$237,301	$59,325	$0	$194,000	$490,626	$260,352	$60.30	1.84%
$3,225,000	4.50%	$247,926	$61,981	$0	$194,000	$503,907	$260,352	$61.94	1.89%
$3,225,000	5.00%	$258,782	$64,696	$0	$194,000	$517,478	$260,352	$63.60	1.94%

Coalville Cash Flow Mod. ay's dollars)

Proposed Financing			WQB/RD
Local Contribution	$	-	-
WQB Loan	$	3,225,000	1,651,000
WQB Grant	$	6,299,000	3,131,000
USDA Loan	$	-	1,770,000
USDA Grant	$	-	2,972,000
Project Cost	$	9,524,000	9,524,000

Projected Annual Sewer Expenses		
Annual Operating Expense (O&M):	$	194,000
Water Quality Board Loan (0 0%, 20 yrs)	$	161,250
USDA Loan Payment (3%, 38 yrs)	$	-
Existing Debt Service:	$	-
Total Annual Cost:	$	355,250

Projected Sewer Revenue Sources		
Beginning Cash	$	-
2012 Customers (ERU)		678
50% Projected Growth thru 2020		0.73%
50% Projected Growth 2021-2030		1 24%
Sewer Impact Fee	$	3,331
Max Monthly User Fee @1 4% x $39,300	$	45 85
Current Monthly User Fee	$	36 00

Sewer Revenue Projections

Year	Growth Rate (%)	Annual Growth (ERU)	Total Users (ERU)	User Charge Revenue	Impact Fee Revenue	Total Revenue	WQB Loan Payment	WQB Loan Reserves	WQB Remaining Principal	WQB Interest Payment	USDA Loan Payment	Existing Sewer Debt Service	O&M Expenses	Total Expenses	Beginning Cash	Ending Cash Flow	Net Revenue	Debt Service Ratio
2013	0.7%	5	683	327,840	16,655	344,495			3,225,000	-		21,000	260,000	281,000	-	63,495	63,495	
2014	0.7%	5	688	330,240	16,655	346,895			3,225,000	-		-	260,000	260,000	63,495	150,390	86,895	
2015	0 7%	5	693	381,289	16,655	397,944	161,250	40,313	3,063,750	-	-	-	194,000	395,563	150,390	152,771	2,381	1 26
2016	0 7%	5	698	384,040	16,655	400,695	161,250	40,313	2,902,500	-	-	-	194,000	395,563	152,771	157,903	5,132	1.28
2017	0.7%	5	703	386,791	16,655	403,446	161,250	40,313	2,741,250	-	-	-	194,000	395,563	157,903	165,786	7,883	1.30
2018	0.7%	5	708	389,542	16,655	406,197	161,250	40,313	2,580,000	-	-	-	194,000	395,563	165,786	176,420	10,634	1 32
2019	0.7%	5	713	392,293	16,655	408,948	161,250	40,313	2,418,750	-	-	-	194,000	395,563	176,420	189,806	13,385	1 33
2020	0.7%	5	718	395,044	16,655	411,699	161,250	40,313	2,257,500	-	-	-	194,000	395,563	189,806	205,942	16,136	1 35
2021	0.7%	5	723	397,795	16,655	414,450	161,250		2,096,250	-	-	-	194,000	355,250	205,942	265,141	59,200	1.37
2022	0 7%	5	728	400,546	16,655	417,201	161,250		1,935,000	-	-	-	194,000	355,250	265,141	327,092	61,951	1 38
2023	0 7%	5	733	403,297	16,655	419,952	161,250		1,773,750	-	-	-	194,000	355,250	327,092	391,793	64,702	1.40
2024	1 2%	9	742	408,248	29,979	438,227	161,250		1,612,500	-	-	-	194,000	355,250	391,793	474,771	82,977	1 51
2025	1 2%	9	751	413,200	29,979	443,179	161,250		1,451,250	-	-	-	194,000	355,250	474,771	562,700	87,929	1 55
2026	1.2%	9	760	418,152	29,979	448,131	161,250		1,290,000	-	-	-	194,000	355,250	562,700	655,581	92,881	1.58
2027	1:2%	9	769	423,104	29,979	453,083	161,250		1,128,750	-	-	-	194,000	355,250	655,581	753,414	97,833	1.61
2028	1 2%	10	779	428,606	33,310	461,916	161,250		967,500	-	-	-	194,000	355,250	753,414	860,080	106,666	1.66
2029	1 2%	10	789	434,108	33,310	467,418	161,250		806,250	-	-	-	194,000	355,250	860,080	972,247	112,168	1 70
2030	1 2%	10	799	439,610	33,310	472,920	161,250		645,000	-	-	-	194,000	355,250	972,247	1,089,917	117,670	1 73
2031	1 2%	10	809	445,112	33,310	478,422	161,250		483,750	-	-	-	194,000	355,250	1,089,917	1,213,089	123,172	1.76
2032	1 2%	10	819	450,614	33,310	483,924	161,250		322,500	-	-	-	194,000	355,250	1,213,089	1,341,763	128,674	1 80
2033	1.2%	10	829	456,116	33,310	489,426	161,250		161,250	-	-	-	194,000	355,250	1,341,763	1,475,939	134,176	1 83
2034	1 2%	10	839	461,618	33,310	494,928	161,250		-	-	-	-	194,000	355,250	1,475,939	1,615,616	139,678	1 87

Project Number:_____
Date Received: January 25, 2011
Date to be presented to the WQB: April 6, 2011

WATER QUALITY BOARD
REQUEST FOR HARDSHIP GRANT FUND RESERVE
AUTHORIZATION

FILE COPY

APPLICANT:	Coalville City 10 North Main PO Box 188 Coalville, Utah 84017 Telephone: 435-336-5981
PRESIDING OFFICIAL/CONTACT:	Mayor Duane Schmidt 10 North Main PO Box 188 Coalville, Utah 84017 Telephone: 435-336-5981
TREASURER:	Chantel Pace, City Recorder 10 North Main PO Box 188 Coalville, Utah 84017 Telephone: 435-336-5981
CONSULTING ENGINEER:	Trevor Lindley, Project Engineer J-U-B Engineers Inc. 466 North 900 West Kaysville, Utah 84037 Telephone: 801-544-0393
CITY ATTORNEY:	Sheldon Smith, Sheldon Smith & Associates PO Box 972 Coalville, Utah 84017 Telephone: 435-336-1200
BOND COUNSEL:	Eric Todd Johnson Blaisdell and Church P.C. 5995 S. Redwood Rd. Taylorsville, UT 84123 Telephone: 801-521-7620

APPLICANT'S REQUEST:

Coalville City is requesting financial assistance in the amount of a $6,834,000 grant and $2,650,000 loan at an interest rate of 0.0% repayable over 20 years for the construction of a new wastewater treatment facility to replace the existing facility that must be abandoned. Coalville City is also requesting an additional Planning Advance of $25,000 to fund the work required to prepare a Rural Development funding application package, which requires the environmental work to be completed at the time of application.

APPLICANT'S LOCATION

PROJECT NEED

Coalville City's aged wastewater treatment facility currently resides on property leased from the United States Bureau of Reclamation (BOR) under a 50 year lease agreement set to expire in October 2014. The BOR is unwilling to extend the lease under terms that Coalville considers reasonable, forcing the City to relocate its wastewater treatment facilities in their entirety.

UPDATES SINCE THE INTRODUCTION ON FEBRUARY 23, 2011

Walt Baker will meet with Curtis Pledger of the Bureau of Reclamation on March 23rd at Coalville City to discuss what options are available that will allow the City to maintain the treatment plant at the existing site.

UPDATES SINCE THE HARDSHIP PLANNING ADVANCE ON JUNE 20, 2008

On June 20, 2008, the City of Coalville came to the Water Quality Board for a planning advance to help cover the costs associated with conducting a land transfer with BOR. As stated earlier, the wastewater treatment plant for the City of Coalville resides on land that is owned by the BOR and was leased back on a 50 year lease that comes due October 2014.

The City was under the early impression (based on Facility Planning funded by the City and conducted in 2006-2007) that the BOR was quite amenable to this transfer and all of the early meetings seemed to confirm this. From July 2008 until September 2009 the City and JUB and BOR staff were working towards this property transfer and working on all the required documents, one being the Emergency Response Plan. However, when the BOR Area Manager became involved in September 2009, the process began to stall.

The Area Manager of the BOR became adamant that an extensive berm surrounding the treatment facility would be required as part of the Emergency Response Plan prior to any sale or renewal of a lease. Design criteria described by the BOR required that the top of the berm match the crest of the dam; the berm have a keyway trench in the bottom extending approximately 5 feet below the native ground with an impervious material to block potential contamination; the berm be reinforced on the reservoir side in order to prevent erosion; and the berm have a crest width of approximately 10 feet with sides slopes of 1:1.

This would result in a berm surrounding the treatment plant approximately 7 feet higher than the treatment plant floor and 10 or more feet high above the nearby floor of the reservoir (immediately outside the lease area limits of the treatment plant). This is nearly five times greater than that necessary to contain emergency wastewater overflows. The BOR felt this could easily be accomplished for $75,000. However, JUB's estimate was more in line with $550,000. In addition the BOR has no interest in selling or leasing any additional land which would dramatically reduce treatment options for the City at the existing site.

The City and JUB and DWQ attended a meeting with Brad Shafer, Senior Advisor in Senator Bennett's office, to discuss these problems with BOR and the precarious situation it was putting the City in. Mr. Shafer called the BOR to intervene on the City's behalf and expressed his concerns, to no avail. The criticality of the schedule was discussed and the possibility of receiving 595 appropriations funding was broached.

The City has received a letter from BOR dated May 10, 2010 stating that if they found the BOR response to the City's request not to construct a berm unacceptable then "we encourage you to pursue constructing a new facility on non-federal lands" (copy of Letter in Appendix B). At this point the City isn't left with many options and has aggressively begun the process of trying to fund and construct a new facility within a very short and strict timeline.

Since that time, the City was awarded the 595 grant in the amount of $5,000,000 (see copy of Signed Agreement in Appendix E). However, the 595 grant was withdrawn in December (see copy of Program

Manager Letter in Appendix D).

The City's wastewater treatment facility is an award winning facility that, despite the aging infrastructure, has consistently discharged high quality effluent to Chalk Creek. Chalk Creek drains into Echo Reservoir that has a state beneficial use classification that includes culinary water. This facility has been permitted since the 1970's and has never violated its UPDES permit, which is a major accomplishment.

PROJECT DESCRIPTION:

The preferred alternative, given the situation as it stands, is to construct a new wastewater treatment plant on non-federal lands located slightly south of the existing plant. The treatment plant technology selected is a conventional activated sludge plant with biological nutrient removal, site master planning for tertiary filtration, and residuals holding and dewatering at the site. The project also includes repair and upgrade of an existing lift station. The City plans on maintaining the same discharge point which is made possible by the City's long-term agreement with the historic rail trail and the easements that have been negotiated.

POSITION ON PROJECT PRIORITY LIST:

Coalville is currently ranked **2nd** of 25 on the Project Priority List.

POPULATION

Source Governor's Office of Planning and Budget 2008 estimates:

Population and Connection Projections

Year	Residents	Total Sewer ERUs[1]
2010	1,591	734
2020	1,944	834
2030	2,417	1,002

[1] Includes residential and non-residential ERU's

CURRENT USER CHARGE:

Coalville recently revised their sewer ordinance to raise sewer rates from $28 to $32 for a typical residence, and they also implemented an automatic increase to $36/month in January 2012 and $40/month in January 2013. The current rates are:

Residential	$32.00 per month
Commercial:	$32.00 per month plus $2.29 per 1,000 gallons over 8,500 gallons
RV Parks:	$12.00 per space, plus usage at $2.29 per 1,000 gallon
Impact Fee:	$3,330.57

IMPLEMENTATION SCHEDULE:

Introduction to WQB for Funding:	February 23, 2011
WQB Funding Authorization:	April 6, 2011
Final Public Hearings:	May 2011
Advertise EA (FONSI):	June 2011
Facility Plan Approval:	July 2011
Commence Design:	October 2011
Issue Construction Permit:	July 2012
Advertise for Bids:	August 2012
Bid Opening:	October 2012
Loan Closing:	November 2012
Commence Construction:	January 2013
Complete Construction:	**October 2014**

COST ESTIMATE:

Legal and Bonding	$	28,000
DWQ Loan Origination Fee (1%)	$	27,000
Engineering - Design	$	684,000
Engineering - CMS	$	684,000
Property & Easements	$	350,000
Construction	$	6,370,000
Contingency	$	1,047,000
Refund 2001 Bond and DWQ Planning Advance	$	294,000
Total	$	9,484,000

ESTIMATED ANNUAL COST FOR SEWER SERVICE:

Operation & Maintenance - Annual	$239,000
WQB Debt Service (0%; 20 yrs)	$132,500
Existing Debt Service (to be refinanced)	$0
WQB Required Reserves (1½ pmt/6 yrs)	$33,125
Coalville City MAGI (2009)	$39,300
Monthly Cost / ERU at 1.4% MAGI	$45.85

STAFF COMMENTS AND RECOMMENDATION:

Staff will be meeting with Walt Baker and Curtis Pledger (Bureau of Reclamation) in Coalville on March 23, 2011. Staff Recommendations will be made at the Board meeting based on the outcome of this meeting. However, a project will likely be needed regardless of the outcome of this meeting and Staff is recommending that Coalville pursue matching funding from Rural Development as shown on the attached Cost Model. Staff recommends that the Board authorize a loan in the amount of $1,650,000 at 0% interest

and grant in the amount of $3,092,000 as well as an additional $25,000 planning advance for Coalville to complete the funding application for Rural Development.

SPECIAL CONDITIONS:

1. Coalville City must agree to participate annually in the Municipal Wastewater Planning Program (MWPP).

2. As a part of the facility planning, Coalville City must complete a Water Conservation and Management Plan.

3. Coalville is responsible for securing the balance of funding needed for this project.

N:\Lcnelson\0-Projects\Coalville\Coalville Feasibility Report Grant Reserve 02-23-2011.doc
File: Coalville/Planning/Section 1

APPENDIX D
BOR LEASE AGGREEMENT, CORRESPONDANCE AND MEETING MINUTES

December 21, 2006

Dick Marvin
United States Bureau of Reclamation
302 East 1860 South
Provo, Utah 84606 - 7317

RE: Coalville City, Utah Wastewater Treatment Plant (WWTP) Site Lease

Dear Mr. Marvin:

Coalville City is developing a 20-year Facilities Master Plan for the City's WWTP. The facility has been in operation since 1964 and received a significant upgrade in 1986. Population growth in the City suggests the WWTP may be approaching its design capacity and the Facilities Plan is being developed to address the growth and future expansion.

The existing WWTP is located on the north and west end of town on property, which, based on Coalville's information, is owned by the United States Bureau of Reclamation but leased to the City (Contract No. 14-06-400-3805). The lease appears to be a 50-year agreement starting in 1964 and terminating in 2014. Coalville would like to coordinate with the Bureau of Reclamation (BOR) regarding the following:

1. If the property is owned by BOR (please confirm), what would be the procedure to extend the lease?

2. Would sale of the parcel to Coalville City make sense for all parties once the lease expires?

3. Would BOR consider sale and/or lease of acreage adjacent to the existing WWTP parcel for future expansion?

Coalville has authorized our city engineer, J-U-B ENGINEERS, Inc., located in Kaysville, Utah to develop the Facilities Plan in concert with city staff. We are trying to complete a draft of the plan by February 1, 2007 in advance of pending development and wastewater flow impacts. J-U-B would like to reference the status of the property in the 20 year plan beyond the current lease termination date of 2014.

Please feel free to contact either myself (435-336-5981) or the J-U-B project manager (Trevor Lindley, 801-547-0393) to discuss these questions or possibly to set a brief coordination meeting. Thanks for your time and we look forward to hearing from you.

Sincerely,

Coalville City, Utah

Mayor Duane S. Schmidt

Cc: Doug Moore, Coalville City (letter only)
Dennis Gunn, Coalville City (letter only)
Councilmember Brent Scholes, Coalville City (letter only)
Robert Whiteley, J-U-B (letter only)
Trevor Lindley, J-U-B (letter only)

Trevor Lindley

From: Mary Cook [MCOOK@uc.usbr.gov]
Sent: Thursday, February 01, 2007 7:14 AM
To: Betty Reed; Fredrick Liljegren
Cc: Brent Rhees; David Krueger; Dick Marvin; Edward Vidmar
Subject: Fwd: Re: Coalville Sewerage Treatment Plant

Fred--I agree with you on all points. I think a thorough discussion of issues and options is warranted.

Dave & Dick--I'll be back in the office on February 12. You can work through Betty to arrange a phone call.

Thanks!
Mary

>>> Fredrick Liljegren 1/31/2007 4:50:09 PM >>>
Mary and Betty:

This action will require significant review to determine all of the potential impacts, coordination with the Water District, and a NEPA compliance document if it is to proceed. Any Agreement over 25 years would require signature approval of the Water District.

Betty, I assume you have information of the process to dispose of the lands and if the City would have any special consideration. This includes how the government would distribute the revenues if a sale occurred. This will need to be discussed and the process clearly identified.

I recommend the Provo Office obtain a complete proposal from the City of Coalville including how they plan to comply with all of the criteria from the State of Utah and EPA on sewage treatment, discharges, water quality, etc. The proposed plan would need a careful and complete analysis of all impacts.

I will be available next Wednesday (February 7, 2007) to discuss.

Thanks, Fred L.

>>> Mary Cook 1/31/2007 4:10:06 PM >>>
More health and safety concerns at Echo!

>>> Mary Cook 1/31/2007 12:51:43 PM >>>
I think this warrants a phone discussion. I was not aware we had a sewerage plant on our land at Echo. That raises heath and safety issues if not HAZMAT issues. I have doubts that Weber River Water users would by OK with disposal.

Please work with Betty to set up a call. However, I am not available until after February 12.

>>> Dick Marvin 1/31/2007 12:46:06 PM >>>
Mary:

The City of Coalville is proposing to expand their sewerage treatment plant. The City entered into a license agreement in 1964 with Reclamation for the purpose of using United States Property for the sewer plant facility. This agreement was for a 50 year period, without cash consideration, and provided14,000 cubic yards of fill materal to elevated the 2.3 acres property for the plant. In order to expand and upgrade the plant the City needs additional property and desires to renew the agreement for an additional 25-50 year period. The City has offered to buy the needed acreage for plant expansion as well as the property under the existing plant, if Reclamation is a willing seller.
Or, I could amend the existing agreement to include additional property and extend the period of the agreement.

Which proposition is in the best interest of the United States?

February 23, 2007

Dick Marvin
United States Bureau of Reclamation
302 East 1860 South
Provo, Utah 84606 - 7317

RE: Coalville City, Utah Wastewater Treatment Plant (WWTP) Site Lease

Dear Mr. Marvin:

J-U-B Engineers is providing the Bureau of Reclamation with this letter on behalf of Coalville City. Coalville has contacted the Bureau of Reclamation (BOR) stating the City's interest in discussing the Coalville WWTP which is located on Bureau of Reclamation property near Echo Reservoir. The plant was located on the property through a lease agreement between the City and BOR (Contract No. 14-06-400-3805).

Coalville City in conjunction with J-U-B ENGINEERS has developed expansion alternatives to address future wastewater treatment needs in the community. These expansion alternatives are part of a 20-year master planning effort. The objectives of the 20 year plan are (1) to establish potential cost impacts to city budgeting; and (2) provide the City a roadmap for future expansion. Two alternatives identified as feasible for the City require additional land area. We have included site plans for these alternatives with this letter. The site plans indicate approximately 1.0 additional acres of land is required to accommodate future growth. Please review the attached information and respond as soon as possible. Coalville would like BOR to consider:

1. Would sale of the parcel to Coalville City make sense for all parties once the lease expires?

2. Would BOR consider sale and/or lease of acreage adjacent to the existing WWTP parcel for future expansion?

Understanding BOR position regarding the lease and potential acquisition of additional land is critical for completing the WWTP planning effort. We would like to complete the 20 year master plan as soon as possible preferably by the end of March 2007. We understand potential land acquisition may take longer but knowing the required steps soon would be beneficial.

Please feel free to respond directly to Coalville City or myself regarding this matter. Correspondence with the City should be directed to Councilmember Brent Scholes who is leading the land/lease effort. The contact information for the City and J-U-B follows:

Coalville City
Councilmember Brent Scholes
10 N. Main
P.O. Box 188
Coalville, UT 84017
Phone: 435-640-0534

J-U-B ENGINEERS
Trevor R. Lindley
466 N. 900 W
Kaysville, UT 84037
Phone: 801-547-0393

Sincerely,

Trevor R. Lindley, P.E.
J-U-B ENGINEERS

Cc: Councilmember Brent Scholes, Coalville City (letter and attachments)
Mayor Duane Schmidt (letter only)
Doug Moore, Coalville City (letter only)
Dennis Gunn, Coalville City (letter only)
Robert Whiteley, J-U-B (letter only)

PRO-454
LND-6.00

Mr. Brent Scholes
Councilmember,
Coalville City
10 North Main
Coalville, UT 84017

Subject: Letter Dated February 23, 2007 – Coalville City – Wastewater Treatment Facility – Echo Reservoir – Weber River Project, Utah

Dear Mr. Scholes:

The subject letter sent on your behalf by J-U-B Engineers requests consideration of expanding the Coalville City Wastewater Treatment Facility (Facility) located on United States property in Coalville City (City). Following are some significant considerations revealed by our review.

Expansion of the agreement executed in 1964 that endorsed and allowed construction of the Facility would encounter environmental limitations and policy obstructions today that probably would not permit execution. Environmental standards today, for example, would require an EA (Environmental Assessment) before sale or license of United States property. This would involve a great deal of time and money, and it is not certain that a favorable determination would result.

Another change involves assessments or fees for land use. It is now mandatory that Reclamation charge an appraised use fee for non-agency use. This would be a substantial and probably a significant additional cost not required at the time of the Facility's original construction.

Expansion under current environmental regulations might be most favorably accomplished by the City constructing an additional sewage-treatment works in an entirely new, non-Reclamation location. The City could also choose to make application for additional property and to work through part of the EA process to see if environmental compliance is a practical option.

Renewal of the existing license agreement is a feasible choice, since the Facility is "grandfathered," but an appraised use fee and an environmental clearance of the Facility as it exists would be required. Reclamation, however, prefers not to be in the sewage-treatment business and would probably be very cooperative if the City chose to purchase the 2.3 acres described in the agreement. Purchasing the property, or licensing the property for any more than a 25 year period, would require concurrence from the Weber River Water Users Association.

If you have any questions concerning renewal or purchase of the 2.3 acres or acquiring additional

property, contact Mr. Dick Marvin of this office at (801) 379-1088.

Sincerely,

David K. Krueger
Chief, Lands Group

Cc: Weber River Water Users Association
138 West 1300 North
Sunset, UT 84015

Cc: Trevor R. Lindley
J-U-B- Engineers
466 North 900 West
Kaysville, UT 84037

From: Dick Marvin [DMARVIN@uc.usbr.gov]
Sent: Monday, March 19, 2007 3:18 PM
To: Trevor Lindley
Subject: Coalville Sewer Treatment Plant

Attachments: Coalville Treatment Plant Letter2

Trevor:

Attached is a draft of a letter wrtten in response to your latest letter concerning expansion of the Plant at Coalville. This letter is being routed through management and enviromental staff for possible additions or corrections. I'm not sure how long that will take.
Hpoefully you will get an offical letter soon.

Trevor Lindley

From: Dick Marvin [DMARVIN@uc.usbr.gov]
Sent: Tuesday, May 08, 2007 6:56 AM
To: Trevor Lindley
Subject: RE: Coalville Sewer Treatment Plant

Trevor:

Our Environmental and Lands Chiefs are at a Lands Confrence in Reno this week. I know our Lands Chief took the draft letter I perpared for some revisions or lite reading perhaps. The Environmental Chief said that a simple EA would be good enough and if examples are needed, EAs are posted on a Reclamation site on the internet. For apprasials we use the "Yellow Book" with certified appraisers and the we review and approve the appraisials after they are submitted.. Dave Krueger is our Land Chiefat 801-379-1083 and Beverly Heffernan is our Environmental Chief at 801-379-1161.

We realize that the Sewer Plant was built many years ago before we were so environmentally aware. We would like to loose the responsibility of a sewer plant on Reclamation property and should be very easy to work with.

>>> "Trevor Lindley" <tlindley@jub.com> 05/07/07 5:26 PM >>>
Dick,

Thanks for all of your help and correspondence to date on the Coalville Wastewater Treatment Plant and Bureau of Reclamation (BOR) land lease.
We just wanted to give you a quick status update from the Coalville City side on the issue.

1. We have discussed a number of the excellent points the BOR brought out in their draft letter (sent by email March 19, 2007) relative to permitting challenges associated with acquiring BOR property.
Coalville
realizes the permitting hurdles may be great to acquire any land outside of the current 2.3 acre footprint.

2. Having some additional land around the existing WWTP could be beneficial to the community long term relative to wastewater treatment capability.

3. Coalville is having J-U-B Engineers develop a scope of work to look at environmental permitting and appraisal issues associated with both the existing 2.3 acres parcel and some additional acreage west and north of the existing 2.3 acre parcel. This scope of work is in draft form at the present. At this time the scope includes an environmental assessment (EA) of the 2.3 acre parcel, EA of some acreage west and north of the parcel and a formal appraisal of the land. The objective of the EA and review of land acquisition issues is to identify any "fatal flaws" that would not allow the City to acquire BOR lands.
J-U-B
has staff that performs EAs on a regular basis for various project types including federal transportation projects. The EA would include contacting the potentially affected parties, biological review, wetlands review, cultural review and public comment.

4. Robert Whiteley, in our Kaysville office is the J-U-B City Engineering representative for Coalville. He will be leading and coordinating the environmental assessment, appraisal, and any other coordination with the BOR. You can contact him at 801-547-0393 with any
questions. Please give him a call at your earliest convenience.
J-U-B
and the City would be interested in finding out when the BOR will provide the City with a final letter stating the BOR's position on the
2.3 acre parcel and the potential to acquire any additional land around the WWTP. We would also be interested in understanding if the BOR has EA and appraisal guidelines that need to be followed.

Thanks for your continued help,

Trevor R. Lindley, P.E.
J-U-B Engineers, Inc.

-----Original Message-----
From: Dick Marvin [mailto:DMARVIN@uc.usbr.gov]
Sent: Monday, March 19, 2007 3:18 PM
To: Trevor Lindley
Subject: Coalville Sewer Treatment Plant

Trevor:

Attached is a draft of a letter wrtten in response to your latest letter concerning expansion of the Plant at Coalville. This letter is being routed through management and enviromental staff for possible additions or corrections. I'm not sure how long that will take.
Hpoefully you will get an offical letter soon.

COALVILLE CITY LAND ACQUISITION PROJECT

COALVILLE CITY CORPORATION

ERP Follow up Meeting **November 23, 2009, 9:00 A.M.** **Bureau of Reclamation Provo Office**

Attending:

Name	Representing	Phone
Robert Whiteley	Coalville	801-547-0393
Dennis Gunn	Coalville	435-336-2571
Gary Carlson	BOR	801-379-1087
dick Marvin	BOR	801-379-1088
David Krueger	BOR	801-379-1083
Beverley Heffernan	BOR	801-379-1161
Kerry Schwartz	BOR	801-379-1150
Curt Pledger	BOR	801-379-1208
Bruce Barrett	BOR	801-379-1100
Ed Vidmar	BOR	801-379-1182

Emergency Response Plan

Coalville City was asked to produce an Emergency Response Plan for the operation of the existing wastewater treatment plant and prepare a copy to the BOR. This request was made during our previous meeting with the BOR on May 6, 2009. A scope was prepared for the city to consider the additional work on June 4, 2009. We were given approval to proceed on July 15, 2009. A draft was completed on September 1, 2009 and submitted to Bruce Barrett (BOR) for review. It was received on September 11, 2009 and reviewed by Troy Ethington then returned with a couple of minor grammar corrections on September 28, 2009. The updates were made and a final copy dated October 5, 2009 was resubmitted to both the city and Bruce Barrett (BOR) on October 15, 2009.

Our purpose for this meeting was to follow up on the final ERP. Bruce Barrett stated that he did not review the plan likely due to his mail being routed to other departments. Copies were made of the Final ERP and distributed to each BOR member in this meeting. Bruce and others will review the ERP and respond if there are any concerns.

One of the recommendations of the ERP was to construct a berm approximately 18-inches high in order to contain all of the volume of the treatment processes in the event of a sewage failure. Although a sewage failure of this magnitude has never occurred, it was good measure to ensure that the reservoir will receive improved protection.

Reservoir Hydrology

The hydrology and design information of the Echo Reservoir was reviewed and discussed in order to understand the high water elevation. The top of the radial spillway gates are set at 5560 which is the level that water begins to spill. This is considered the normal water elevation of the reservoir. Hydrology takes into consideration a Peak Flood Event that includes large surges of water creating rapid water elevation increases that could reach to 5570, which is also the established elevation of the crest of the dam. Therefore improvements upstream of the dam

below 5570 should not exist or should be protected. It was not discussed whether the requirement relates to habitable structures differently than municipal infrastructure.

The floor of the existing treatment plant is set at approximately 3 ½ feet above the top of the radial gates. This elevation was approved by the original lease agreement and was described as the “desired elevation”. The quantity of cubic yards was described in the agreement which amounts to a vertical increase of 3 feet 9 inches above the natural ground. This is above the historical high water elevation since the plant has been in operation.

The BOR is strongly recommending that a berm be constructed around the existing facility (and any future facility at the time construction may occur) prior to the renewal of a lease or prior to the sale of any land. The berm must be set to an elevation that matches the crest of the dam at 5570. This would result in a berm surrounding the treatment plant approximately 7 feet higher than the treatment plant floor and 10 or more feet high above the nearby floor of the reservoir (immediately outside the lease area limits of the treatment plant). This is nearly five times greater than that necessary to contain emergency wastewater overflows. Although the construction of a berm to protect both entities is desired, the elevation required to protect the wastewater treatment plant from the impacts of potential reservoir flooding would supersede the elevation required to protect the reservoir from the treatment plant.

The BOR has requested a design submitted to them for the proposed construction of a berm surrounding the existing treatment plant. Design criteria described by the BOR as having the top of the berm must match the crest of the dam; have a keyway trench in the bottom extending approximately 5 feet below the native ground with an impervious material to block potential contamination; be reinforced on the reservoir side in order to prevent erosion; and have a crest width of approximately 10 feet with sides slopes of 1:1. The BOR will review the berm design and respond.

Berm Construction Concerns

The construction of a larger berm would result in numerous concerns that must be considered. These concerns relate with impacts to the environment, survey, costs, and responsibility.

The construction of a larger berm would impose a higher cost to Coalville City. This larger berm would make the existing condition meet floodplain protection standards, which have been in place since the construction of the reservoir. The BOR is unclear why these standards were not enforced when the original lease was given on the land; however they feel that this standard must be enforced with the city’s request for land ownership or renewed lease. This berm would be an improvement of the reservoir to correct an existing situation that would put the reservoir into compliance. It was not discussed whose responsibility it should be to construct the berm, but it was very clear that the BOR would not be willing to cover any costs. Utilizing soil from the reservoir stockpile, costs were roughly estimated by the BOR at around $75,000 to construct the berm.

A larger berm would require adjustments to enlarge the property boundary in order to include the dimensions of the berm. This would require adjustments to the plat as well as a higher cost to the city for the purchase of more land.

It is not clear where the soil that the BOR offered for the construction of the berm was located or what condition it is in, or what type of soil it is. Before it is considered as a viable resource, a soil classification should be made to ensure that it would be adequate for a protective berm.

The proximity and accessibility should be considered to ensure that equipment could safely export the soil and transport it to the site given various conditions such as possibly being submerged under high water in the spring. The environmental assessment would likely be required to address the impact that the exported soil would create on the established vegetation and habitats.

A 404 permit would likely need to be acquired from the U.S. Army Corps of Engineers and the Utah Division of Water Rights relating to the alteration of natural streams and waterways. Wetlands would be addressed and requirements to mitigate may be enacted.

Appraisal Review
It was mentioned that the appraisal report for this property dated June 2009 would require an independent appraisal review. This appraiser will review the report to ensure that it follows federal guidelines and the established "yellow book" format. Dave Krueger will coordinate who the appraiser will be and when to get that individual involved. Once the independent appraiser has approved the document, it can be presented to the BOR as an acceptable report.

Lease Renewal
In the event that the property is not purchased, there must be an option considered to renew the lease. This must be included in the environmental document. The BOR feels strongly that with a lease renewal, the berm would also become a requirement to the city. The original lease agreement was made without cash consideration. However, the BOR would require a Fair Market Value for a Lease Rate to be established in the event that the lease is renewed.

Agreement to sale
The BOR is agreeable to the idea of selling this property to the city for the continued operation of the treatment plant. The BOR suggested that an agreement be drafted to include a couple of their concerns: that any new development on the undeveloped portion of land include a berm held to the same elevation and design as the one discussed for the existing facility; and that if the city decides that they no longer need the land, the ownership will be returned to the BOR.

Letter of Intent
The BOR has requested a written response of how the city chooses to proceed. The response should discuss the construction of a berm surrounding the treatment plant set to match the dam crest elevation. The letter should also address respond to any of the other concerns that the city may have relating to the items discussed in this meeting. The letter should give the BOR an indication of the direction the city wishes to proceed. The letter should be addressed to Bruce Barrett, but sent to the attention of David Krueger: 302 East 1860 South, Provo, UT 84606.

Follow Up meeting
A meeting was scheduled for Tuesday, January 19, 2010 at 1:00 PM at the BOR office in Provo. The discussion will be a follow up to review the proposed berm design, discuss the Letter of Intent from the city describing the city's response to the berm, the independent appraisal review, and initiating the environmental assessment.

April 21, 2010

Mr. Bruce Barrett
U.S. Department of Interior
Bureau of Reclamation

Provo, Utah

CERTIFIED MAIL RETURN RECIEPT
NUMBER 7009 0820 0000 5420 8229

Dear Bruce Barrett,

Over the past four years, Coalville City has been working with the Bureau of Reclamation (BOR) on the acquisition of the property where our Waste Water Treatment Facility is currently located and has been for 50 years. As you are fully aware, this property is being leased from BOR with a termination date of October, 2014. Coalville brought this information to your attention as we realized this acquisition would require time. Coalville City has spent tens of thousands of dollars jumping thru the hoops and requirements for the acquisition of this property. It has been a very frustrating process and has substantiated the bureaucratic nonsense that many people face as they work with the Federal Government today.

You requested that Coalville City construct a berm around all of the property (the existing property that the facility currently sits on and the additional property that the City is requesting to purchase) and have claiming that it is federal law. Coalville City has asked for proof of this law and to date has not been given the location or any documentation that this law exists. Our research has come up empty-handed in finding any record of this law.

BOR has insisted that the cost to build the berm would be in the range of $75,000. This was a whimsical cost thrown-out at a meeting by your group. After asking our engineer to prepare an actual engineered cost estimate for the type of berm, which is being required by BOR for the existing sewer plant, it was determined to be approximately one million dollars. This estimate along with the added costs for building the berm on the additional land requested, was determined to be around eight million dollars. This cost is only to build the berm! No costs were included to make any renovations or additions to the existing 50 year old plant. After

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further discussion and research, Coalville City found that they could build an entirely new plant for the cost to build the required berm. In our minds, building this berm would not show good judgment and would indicate a lack of common sense and an inability to spend our constituents tax dollars responsibly.

Along with the berm requirement BOR requested an Emergency Plan be prepared to address how the City would respond if a spill were to occur at the sewer plant, the City took the time and expense to produce such a plan. After making sure, that BOR had received the plan Coalville City set up a meeting to review it. The meeting was set up and then canceled by BOR and rescheduled one month later. When we finely met, almost three months after BOR had received Coalville City's Emergency Plan, you and your group had not even taken the time to review the requested plan. Too be frank, your actions and indifference was insulting and indicated to Coalville City an unwillingness for BOR to work in good faith on this important and costly issue. This action suggested lack professionalism and implied that somewhere along the line this project has taken on a low priority status with BOR.

Coalville is bumping up against a timeline that requires us to move forward. This project is the number one priority for Caolville City. We are asking that BOR respond in writing by May 10, 2010 whether they are willing to allow the City to purchase the current property under lease and the additional acreage requested for future expansion without building the required berm. If this is not an option, Coalville City will need to pursue other options that are more cost effective.

Please send a response indicating that BOR is willing to work with Coalville City on this issue by May 1, 2010. If we do not receive your response by May 1st we will suppose that BOR is unwilling to come to a reasonable agreement on the property and Coalville City will move forward with other options.

I am always available for questions, comments and or concerns.

Yours in Service,

Mayor Duane S. Schmidt

United States Department of the Interior

BUREAU OF RECLAMATION
Upper Colorado Region
Provo Area Office
302 East 1860 South
Provo, Utah 84606-7317

IN REPLY REFER TO
PRO-453
LND-6.00

MAY 10 2010

Honorable Duane S. Schmidt
Mayor of Coalville City
10 North Main
Coalville, UT 84017

Subject: Coalville City – Wastewater Treatment Facility – Echo Reservoir – Weber River Project, Utah

Dear Mayor Schmidt:

This is in response to your letter requesting Reclamation to inform you whether we are willing to dispose of federal lands licensed to the city for the wastewater treatment facility and if there will be a requirement to construct an emergency containment berm. Yes, we are willing to transfer this property and therefore have initiated some of the steps of this complicated process. However, besides being mandated by law, we believe it is in the best interest of the public and all users of Weber River water to require a containment berm to protect the water quality of the reservoir and river system in case of an accident at the treatment facility. Therefore, we are not willing to transfer the property without the construction of an engineered containment berm.

In your letter you stated that you needed proof of existing law requiring such a berm. The following references cite laws requiring us to protect the environment and the health and welfare of the public. The National Environmental Protection Act (P.L. 91-190, 42 U.S.C. § 4321 *et seq.*); Federal Water Pollution Control Act (Clean Water Act); Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9601, *et seq.*, especially §§ 9607 and 9620).

You also expressed frustration over "spending tens of thousands of dollars jumping through hoops" and facing "bureaucratic nonsense." I hope that you can appreciate the favorable circumstances that Coalville City has enjoyed the past 46 years operating their wastewater treatment facility on federal lands for free. In today's world, this situation could never occur. Reclamation policies, procedures, and standards for environmental review, licensing use, and collecting revenues have changed drastically since 1964. In part, many of the increased laws, regulations, and oversight required by Congress are in place to avoid placing the United States in situations like this.

Also, as stewards of 31 major dams and hundreds of miles of canals, we have some understanding of earthwork and the process of constructing dikes and berms. We believe that the estimate of $75,000 to construct a containment berm around the existing sewer plant is still accurate, unless there are some pre-existing conditions that we are not aware of. We certainly do not think our estimate is "whimsical" as you have stated. If you, or your engineers, have any information that would cause us to modify our estimate, then in the spirit of communication and collaboration, please share that with us. We are happy to share our expertise when we have all the facts.

We understand that time is of the essence and appreciate that you started this process 4 years ago, so that we could evaluate the alternatives and come to the best possible legal solution for Coalville City, the federal government, all water users on the Weber River, and the environment. Please understand that this is a complicated process and that we are working with you by even considering transferring of the property. However, we still must meet federal laws and regulations and protect our project features.

The options we believe are viable are the following: 1. Reclamation will transfer to Coalville City the 2.3 acres of federal land containing the existing treatment facility as long as an approved emergency containment berm is constructed around the facility. 2. Relocate the facility onto non-federal property. If Coalville City believes that a berm is not feasible and "would not show good judgement and would indicate a lack of common sense" as indicated by your letter, then option two is the best option to pursue. As a contingency with option one, Reclamation will issue a temporary license, if needed, to assure continuity of operations if the existing license expires before the land transfer is executed. At this time, we will no longer consider transferring any additional federal property to the city beyond the existing licensed 2.3 acres presently in use.

When you have determined which option works best for you and your citizens, let us know so we can proceed with our process and be completed by October 2014. Please contact Mr. David Krueger, Chief of our Lands Group at 801- 379-1083. If you find this response unacceptable, we encourage you to pursue constructing a new facility on non-federal lands.

Sincerely,

Bruce C. Barrett
Area Manager

cc: Mr. Brad Schaeffer
Senator Robert Bennett's Office
51 South University Avenue Suite 310
Provo Utah 84601-4424

United States Department of the Interior

BUREAU OF RECLAMATION
Upper Colorado Region
Provo Area Office
302 East 1860 South
Provo, UT 84606-7317

IN REPLY REFER TO:

FEB 17 2011

PRO-453
LND-6.00

VIA ELECTRONIC MAIL AND U.S. MAIL

Honorable Duane S. Schmidt
Mayor, Coalville City
10 North Main Street
Coalville, UT 84017

Subject: Coalville City – Wastewater Treatment Plant – License Agreement, Contract No. 14-06-400-3805 – Echo Reservoir – Weber River Project, Utah

Dear Mayor Schmidt:

The Bureau of Reclamation (Reclamation) appreciated meeting with you and your staff regarding Coalville City's Wastewater Treatment Plant currently located on United States lands. We commend you for being proactive and diligent in pursuing all possible options in order to resolve the problems of expansion of the plant and where to locate the plant for the future. Unfortunately, after 5 years of working together, we are no closer to solving this problem. Since the initial license agreement issued in 1964, there have been changes to environmental laws and regulations. Reclamation sees no legal way to allow the current wastewater treatment plant to remain at its present location. Based on this information, we will not be able to renew the current license agreement or issue a new long-term agreement for the plant to remain on United States lands.

Another option considered was to transfer title of the United States lands under the plant to Coalville City in order to be in compliance with federal law, thereby removing the legal requirement to relocate the plant. However, this option will not work since the elevation of this land is 10 feet below the elevation of the crest of the dam and is susceptible to a major flood event. Flood waters inundating the plant would very likely contaminate the culinary water supply for those water users located downstream.

Reclamation realizes that this decision creates a hardship for Coalville City and its residents, and we empathize with you. However, Reclamation is responsible for storing and delivering clean water to the thousands of water users downstream. Allowing the treatment plant to remain in its current location poses an unacceptable risk to Reclamation.

The current license agreement allowing the wastewater treatment plant to be on United States land will expire in October 2014. Reclamation expects Coalville City to have constructed, or be in the process of constructing, a new treatment plant off United States property and located on property that will not pose a risk to our projects or to the water supply. Reclamation will also require that the abandoned plant be removed upon completion of the new facility. Because of the unique circumstances, Reclamation is willing to issue, if necessary, a short-term license agreement or permit for 1 to 3 years while Coalville City finishes relocating the plant.

We appreciate working with you and admire your perseverance in this long endeavor. If you have questions, please contact Mr. Dick Marvin of this office at 801-379-1088.

Sincerely,

Curtis A. Pledger
Area Manager

cc: Mr. Ivan Ray
Weber River Water Users Association
138 West 1300 North
Sunset, UT 84015

Mr. Trevor R. Lindley
J-U-B- Engineers
466 North 900 West
Kaysville, UT 84037

Coalville City Wastewater Treatment Plant Meeting

Bureau of Reclamation/ Utah Division of Water Quality/ Coalville City

Wednesday, March 23, 2011

10:00 AM

Coalville City Office

10 N. Main

Name	Representing	Phone	Email
ROBERT WHITELEY	CITY ENGINEER (JUB)	801-547-0393	RCW@JUB.COM
Ed Macauley	DWQ	801-536-4340	emacauley@utah.gov
Cindy Gooch	JUB/Coalville	801 643-1761	Cgooch@jub.com
Bill Damery	DWQ	801-536-4354	wdamery@utah.gov.
Lisa Nelson	DWQ	801-536-4348	lcnelson@utah.gov
DUANE SCHMIDT	COALVILLE	435-640-6438	HUMMY NUMMYENS@GMAIL.COM
DENNIS GUNN	COALVILLE CITY	435-901-2257	gunncoalville@allwest.net
Leah Ann Lamb	DWQ	801.536.4318	llamb@utah.gov
WALT BAKER	DWR	801-536-4312	wbaker@utah.gov
Trevor Lindley	JUB/Coalville City	801-725-5641	tlindley@jub.com
David Krueger	Reclamation	801 379-1083	dkrueger@usbr.gov
Curt Pledger	BOR	801 379-1100	cpledger@usbr.gov

Coalville City Wastewater Treatment Plant Meeting

Bureau of Reclamation/ Utah Division of Water Quality/ Coalville City

Wednesday, March 23, 2011

10:00 AM

Coalville City Office

10 N. Main

Dick Marvin	Reclamation	801 379 1088	dmarvin@usbr.gov
Kerry Schwartz	Reclamation	801 379-1150	Kschwartz@usbr.gov

June 6, 2011

Mr. David Krueger
United States Bureau of Reclamation
302 East 1860 South
Provo, Utah 84606-7317

Re: City of Coalville
Wastewater Treatment Facility Decommissioning

Dear Mr. Krueger,

Pursuant to our meeting with the Utah Water Quality Board (Board) on April 6, 2011, Coalville City (City) is requesting assistance from the United States Bureau of Reclamation (BOR) to secure funding for the construction of a new wastewater treatment facility. At this meeting, the Water Quality Board approved partial funding for the project under the condition that Coalville City would not be responsible for rehabilitation or demolition costs of the existing facility. This condition was clearly motioned and accepted by all Water Quality Board members as part of the funding authorization. DWQ reiterated the request in their formal authorization letter to the City (dated May 4, 2011). In DWQ's May 4, 2011 letter to Coalville it states that under Special Conditions of the funding that: **"Coalville City must obtain a legal letter from the BOR that it accepts responsibility for any demolition and cleanup costs for the existing wastewater treatment facility."** The City is therefore requesting written acknowledgement or agreement from the BOR that it is willing to participate in plant decommissioning.

With respect to the City's role in decommissioning, the City expects to perform the following tasks:

- Dewater tanks, structures and piping
- Remove sludge, residuals and compost from the site
- Remove and salvage certain materials and equipment
- Remove stored chemicals and similar unused commodities that have been used at the site
- Disconnect utilities

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At the completion of these tasks it is expected that the facility will, per the 1964 license agreement, 'become the property of the United States', and the BOR will assume facility ownership.

The above tasks will be completed once the City's new facility becomes fully operational, which may occur after the current lease agreement expires. A temporary lease extension may therefore be necessary to operate the existing facility during construction and start-up. As part of the agreement, the City would also like to reach an understanding with BOR that a temporary lease extension will be granted.

As you'll recall, the City's WWTF is located on 2.3 acres of land leased from the BOR through October 2014. BOR has stated that it would prefer not to renew this lease, or sell the land, and has requested that the City plan to build a new facility on non-Federal lands. The costs for a new facility (~$9.5M) exceed the City's financial resources and the City is now attempting to secure funding through government grant and loan programs. Considering these circumstances, the City is asking that BOR participate in relocating to non-Federal lands by assisting with closure of the existing facility.

The City is hopeful for BOR's cooperation in this matter as this agreement is required to secure the Water Quality Board funding. Coalville City looks forward to your reply and are available to schedule discussing this matter further.

Sincerely,

Duane Schmidt, Mayor
Coalville City

Cc: Curtis Pledger, BOR
Cindy Gooch, J-U-B
Robert Whiteley, J-U-B
Trevor Lindley, J-U-B

United States Department of the Interior

BUREAU OF RECLAMATION
Upper Colorado Region
Provo Area Office
302 East 1860 South
Provo, UT 84606-7317

IN REPLY REFER TO:

PRO-450
LND-6.00

SEP 20 2011

Honorable Duane S. Schmidt
Mayor of Coalville City
P.O. Box 188
Coalville, UT 84017

Subject: Decommissioning of Wastewater Treatment Facility - License Agreement No. 14-05-400-3805 - Echo Reservoir - Weber River Project, Utah

Dear Mayor Schmidt:

This letter is in response to your June 6, 2011, letter requesting assistance from the Bureau of Reclamation in the decommissioning of your existing wastewater treatment facility (WWTF) located on United States lands. Specifically, you have requested a letter, as required by the Utah Water Quality Board, stating Reclamation's willingness to accept responsibility for the remaining structures and property after Coalville City (City) performs certain cleanup and removal tasks. The purpose of this letter is to:

- Meet your request to obtain a letter from Reclamation, thereby enabling the City to receive state funding for a new WWTF to be located on City property.
- Acknowledge the City's role in the decommissioning as outlined in your letter.
- Outline Reclamation's role in the decommissioning.
- Address the potential need for an extension of the existing license agreement.
- Identify the need for soil sampling at the site and on adjacent properties.

First, we acknowledge those tasks to be performed by the City for the decommissioning of the WWTF, as outlined in your letter. We appreciate the City's willingness to do a thorough and complete job of cleaning and removing sludge, compost, chemicals, and residuals. We also acknowledge that you will be removing and salvaging certain other materials and equipment. At the completion of those tasks and a final inspection by Reclamation with the City, Reclamation is willing to be responsible for the remaining structures as well as the costs associated with rehabilitation, demolition, or removal of said structures; Reclamation has not decided what

course of action it will eventually pursue. One alternative is to leave the structures in place for an unspecified period of time.

We also understand that you will not be decommissioning the existing WWTF until the new facility is complete and fully operational, and that this may not occur until after the term of the current License Agreement expires. If that situation occurs, we are willing to grant a temporary short-term extension of the current agreement if construction of the new facility is underway.

Another item that needs to be addressed is the possibility of contaminated soil at the site and in the surrounding area. We believe it is in everyone's best interest for the City to conduct soil sampling in the area so that we may know the extent, if any, of contamination and if there is a need for cleanup. We also believe that this step is necessary for Reclamation to state that it is willing to assume facility ownership.

We appreciate your patience in working through the long process of solving this difficult issue. We are willing to cooperate in order to assist you in securing funding for a new facility as we believe this is the best solution for all involved. If you have further questions or would like to schedule a meeting or conference call, please contact Mr. David Krueger at 801-379-1083.

Sincerely,

Curtis A. Pledger
Area Manager

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

REGIONAL OFFICE - REGION 4
P. O. BOX 11560
SALT LAKE CITY, UTAH 84111

IN REPLY
REFER TO: 4-400

OCT 21 1964

Hon. Robert A. Williams, Mayor
Coalville City, Utah

Dear Sir:

Enclosed is the executed original of your license agreement, Contract No. 14-06-400-3805. This license covers the construction, operation, and maintenance of the Coalville City sewerage treatment plant upon land acquired by the United States for the Echo Reservoir, Weber River Project, Utah.

Sincerely yours,

Regional Supervisor of Irrigation

Enclosure

Entry No. 100435 Book M210
RECORDED 2-2-82 at 3:20 PM Page 773-784
REQUEST of Coalville City
FEE WEBER COUNTY, UTAH CO. RECORDER
$ 0.H. By
INDEXED ABSTRACT

BOOK M 210 PAGE 773

to be constructed in the manner and at the location shown on Exhibits

Contract No. 14-06-400-3805

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

WEBER RIVER PROJECT, UTAH

LICENSE AGREEMENT

THIS AGREEMENT, made this 9th day of October, 1964, in pursuance of the Act of Congress of June 17, 1902 (32 Stat., 388), and acts amendatory thereof or supplementary thereto, between THE UNITED STATES OF AMERICA, herein called the United States, represented by the officer executing this agreement, and COALVILLE CITY, a body politic and corporate of the State of Utah, herein called the City.

WITNESSETH, That:

2. WHEREAS, the City proposes to construct, operate, and maintain a sewerage treatment plant upon land acquired by the United States for the Echo Reservoir, a feature of the Weber River Project, Utah, and the granting of a license to occupy said land in the manner and at the location hereinafter described will not be incompatible with the purposes for which the land was acquired and is being used.

3. NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained, but without cash consideration, the United States hereby grants to the City a license for a period of fifty (50) years from the date hereof to construct, operate, and maintain a sewerage treatment plant upon a tract of land acquired by the United States for the Weber River Project. Said sewerage treatment plant is to be constructed in the manner and at the location shown on Exhibits

"A" and "B," attached hereto and by this reference made a part hereof and being more particularly described as follows:

> A tract of land in the Northwest Quarter of the Southeast Quarter (NW¼SE¼), Section Eight (8), Township Two (2) North, Range Five (5) East, Salt Lake Base and Meridian, containing 2.30 acres, more or less, being more particularly described as follows:
>
> Beginning at a point which lies North 0°34' West 1926.5 feet from the South Quarter Corner of Section 8, along the mid-section line, thence East 672.1 feet to said point of beginning; thence North 21°28' West 250.0 feet, thence North 68°32' East 400.0 feet to the West line of the Park City Branch of the Union Pacific Railroad right-of-way, thence following said West line South 21°28' East 250.0 feet, thence South 68°32' West 400.0 feet to the point of beginning. (containing 2.30 acres)

4. The City agrees that the license hereby granted shall be held and exercised subject to the prior right of the United States, its successors and assigns, to flood, flow, seep, submerge, and otherwise effect with water any or all of the above-described land and insofar as this license is concerned, the right to raise the water surface elevation of the Echo Reservoir, without any obligation whatsoever to the City.

5. The City agrees that the license hereby granted shall be held and exercised subject to the right of the United States, its successors and assigns to have access to and egress from said lands for any and all purposes in connection with the operation and maintenance of the Echo Reservoir.

6. The City agrees to hold the United States, its successors and assigns, and the Weber River Water Users Association, its successors and assigns, harmless against any and all claims of every character arising out of or in connection with the construction, operation, or maintenance of said sewerage treatment plant and further agrees to

release the United States and the Weber River Water Users Association from all claims for damage to the sewerage treatment plant which may hereafter result from the construction, operation, or maintenance of the said Echo Reservoir or any other project constructed by or under authority of the Bureau of Reclamation.

7. The City agrees to operate and maintain the sewerage treatment plant in a neat, clean, and sanitary manner and shall take the necessary precautions to insure that the effluent from said plant will, at all times, meet Federal, State, and local health and sanitation requirements. The City further agrees that it shall take necessary precautions to prevent sludge or other residue from the treatment plant from being introduced in any way into the water supply of Chalk Creek or Echo Reservoir.

8. The City reserves any right it may now or hereafter acquire to appropriate newly developed water or water saved or conserved by the actions and processes of City, but under no circumstances shall the valid and existing rights of the Weber River System be impaired or diminished by said actions or processes of City.

9. It is expressly understood between the parties hereto that under no circumstances shall the United States or the Weber River Water Users Association be required to lower the water surface of the Echo Reservoir below that which is considered by the United States or the Weber River Water Users Association to be most beneficial to the operation of the Weber River Project.

10. In connection with the construction contemplated by this license, the City agrees that any reduction in storage capacity of

the reservoir caused by the encroachment of the plant site embankments upon the reservoir area will be compensated for by the removal of borrow materials from within the reservoir below the freeboard elevation from an area approximately as shown on attached Exhibit "E." For this purpose and for the purpose of raising the elevation of the plant site the United States and the Association hereby permit the City or its agents to enter upon the land represented by "Borrow Area" on attached Exhibit "B" and to remove borrow materials therefrom to the degree necessary to raise the plant site to the desired elevation and to maintain the storage capacity of the reservoir as presently constructed. It is estimated that approximately 14,000 cubic yards of borrow materials will be required for these purposes.

11. Upon completion of construction, the City agrees to grade and slope the borrow area to permit drainage and eliminate any pits, holes, or other hazards which might impound water or endanger the life, limb, or property of any person.

12. All rights granted to the City under this agreement shall be terminated at the option of the United States if the City, after reasonable notice thereof, fails or refuses to comply with the terms hereof. Written notice of such termination shall be given to the City at least ninety (90) days before the effective date thereof, and the City may remove said sewerage treatment plant and other improvements within the ninety (90)-day period, and unless so removed, said sewerage treatment plant and other improvements shall become the property of the United States. The City may terminate this agreement by giving the United States written notice addressed to the Regional

Director, United States Bureau of Reclamation, P. O. Box 11568, 125 South State Street, Salt Lake City, Utah 84111, ninety (90) days before the effective date thereof. In the event the City elects to terminate this agreement, the sewerage treatment plant and other improvements belonging to the City shall be removed without cost to the United States prior to the effective date of the termination, or shall become the property of the United States.

13. This agreement shall not become effective until approved by the Weber River Water Users Association.

14. This agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; however, it shall not be assigned or otherwise transferred by the City without the written consent of the United States.

15. The City is hereby bound by Section 301 of Executive Order 10925, of March 6, 1961, as amended, as shown on Exhibit "C," attached hereto and made a part hereof, unless exempted pursuant to the rules, regulations, and relevant orders of the President's Committee on Equal Employment Opportunity. Inclusion of the above referenced Equal Opportunity clause may be by reference to Section 301 of Executive Order 10925, dated March 6, 1961, as amended. Subcontracts below the second tier, other than subcontracts calling for construction work at the site of construction, are exempt from inclusion of the clause.

16. The City warrants that no person or selling agency has been

employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the City for the purpose of securing business. For breach or violation of this warranty the United States shall have the right to annul this contract without liability.

17. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise therefrom, but this restriction shall not be construed to extend to this agreement if made with a corporation or company for its general benefit.

IN WITNESS WHEREOF, the parties hereto have signed this agreement the day and year first above written.

APPROVED:

~~Weber River Water Users Association~~

By _____

SEAL

ATTEST: _____

THE UNITED STATES OF AMERICA

By _____

ACTING Regional Director Region 4
Bureau of Reclamation

APPROVED:

By _____

(SEAL)

ATTEST: _____

COALVILLE CITY

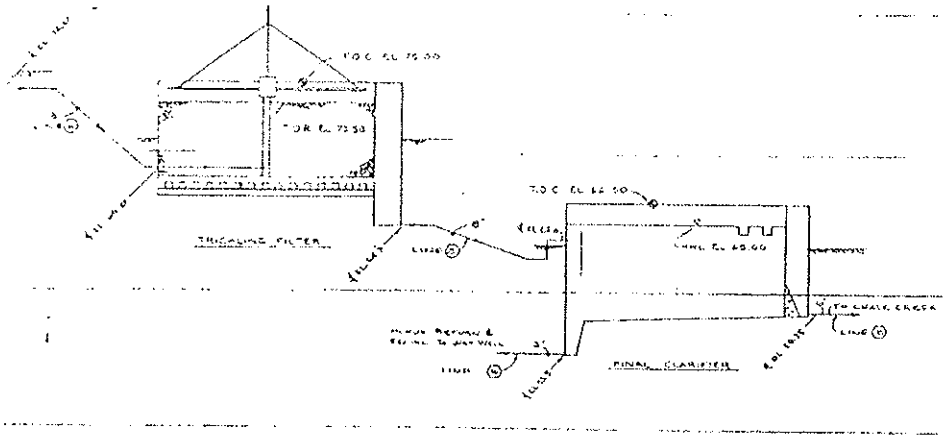
By _____

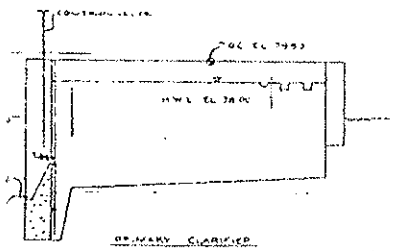
COALVILLE CITY MUNICIPAL CORPORATION
COALVILLE, UTAH
OFFICE OF THE MAYOR

APPROVED:
Weber River Water Users Association
By _____
President

SEAL
ATTEST: _____
Secretary

BOOK M 210 PAGE 577





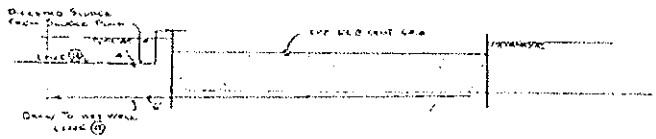


EXHIBIT A

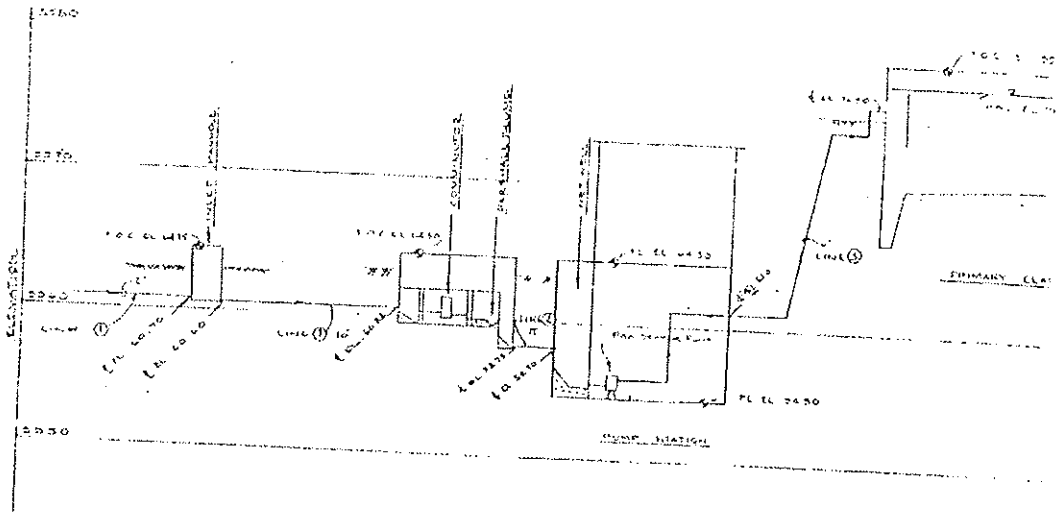
BOOK 210 PAGE 780

WPC APW UTAH 36

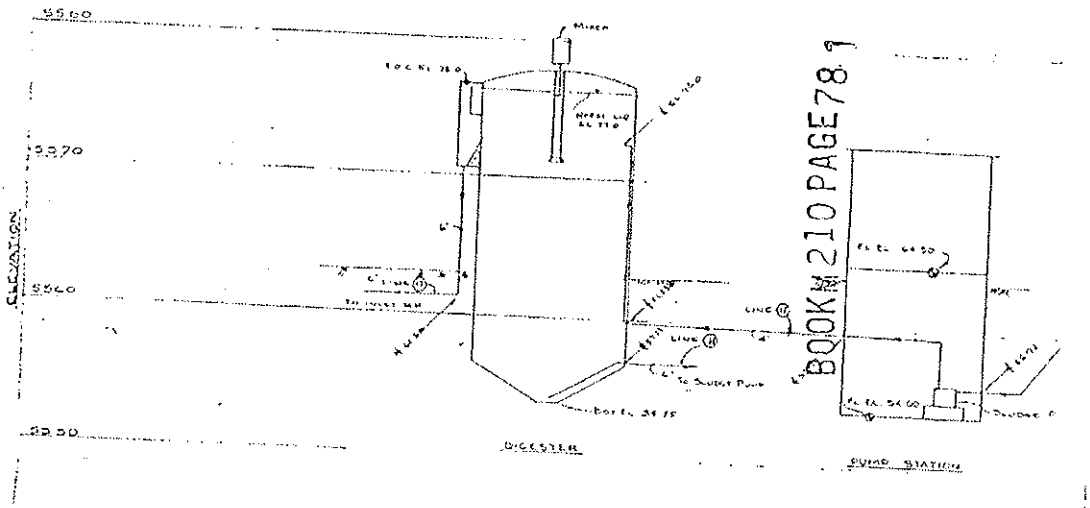
INGLSON & MAXWELL
CONSULTING ENGINEERS
COALVILLE SEWAGE TREATMENT PLANT

HYDRAULIC PROFILES

DESIGNED A.P.W.
CHECKED
DRAWN
22 NOV 1965 | SHEET 5 OF 16 | DRAWING

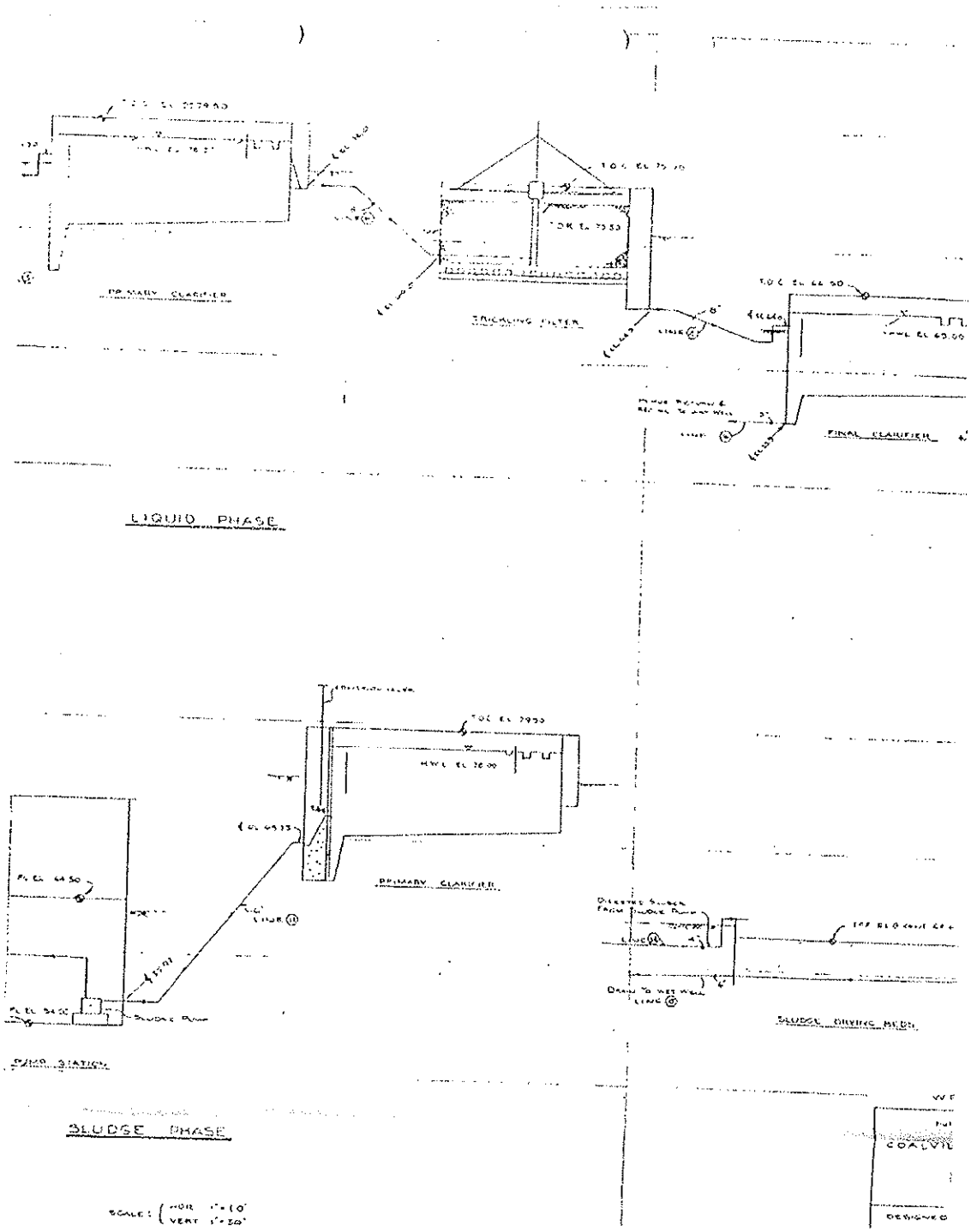


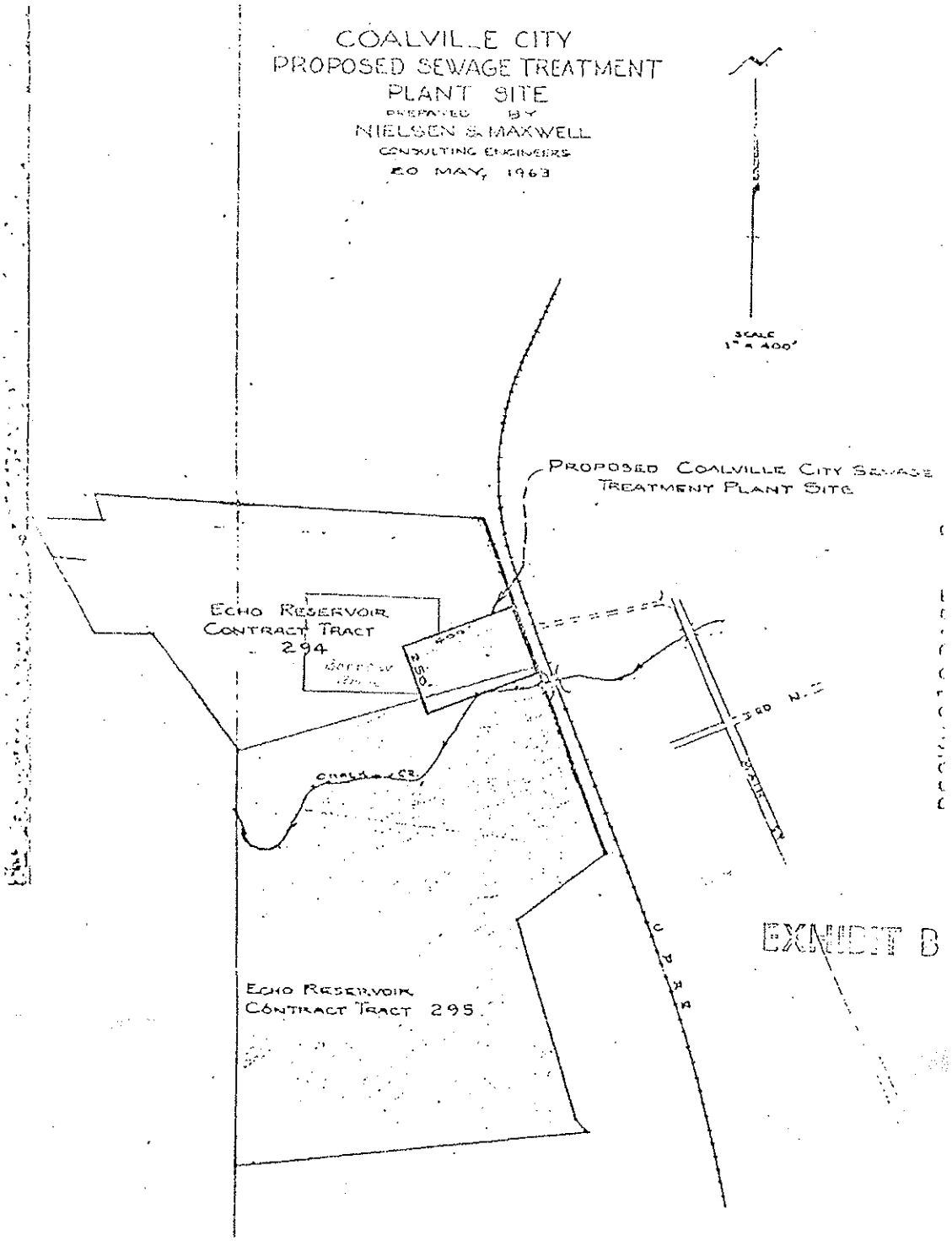
LIQUID



SLUDGE PH

BOOK 210 PAGE 781


PRIMARY CLARIFIER
TRICKLING FILTER
FINAL CLARIFIER
LIQUID PHASE
PRIMARY CLARIFIER
PUMP STATION
SLUDGE DRYING BEDS
SLUDGE PHASE
COALVIL
DESIGNED


COALVILLE CITY
PROPOSED SEWAGE TREATMENT
PLANT SITE
PREPARED BY
NIELSEN & MAXWELL
CONSULTING ENGINEERS
20 MAY, 1963
SCALE
1" = 400'
PROPOSED COALVILLE CITY SEWAGE
TREATMENT PLANT SITE
ECHO RESERVOIR
CONTRACT TRACT
294
250'
300 N.
ECHO RESERVOIR
CONTRACT TRACT 295
EXHIBIT B

BOOK PAGE

SE 1/4 SECTION 8

T 2 N - R 5 E

SALT LAKE BASE & MERIDIAN 160.00 ac

SCALE 1" = 200'

NE 1/4 8

CT-294-C SEE NW 1/4 SEC. 9

COALVILLE CITY SEWAGE TREATMENT PLANT 2.30 AC SEE LEASE M310-773

CT-277 UNITED STATES OF AMERICA

SW 1/4 8

SW 1/4 9

NE 1/4 17

30.81 CHS S 89° 46' E

40.00 CHS

MAIN STREET

FIRST EAST ST.

SECOND EAST ST.

THIRD NORTH ST.

SECOND NORTH ST.

FIRST NORTH ST.

CENTER STREET

FIRST SOUTH ST.

STATE OF UTAH

INTERSTATE I-80 HIGHWAY

CT-402-UP-X

CT-288

CT-375

STEPHEN G & PATRICIA S BOYDEN M35-445 8.75 AC.

7.2 AC.

CT-277-X

Ⓐ CT-401-B ADD ENTERPRISES L.C. 0.26 AC. 1218-220 1306-336 1347-411

Approved Utah State Tax Comm.	REVISIONS - DATE AND INITIAL (In Pencil)				
	10/28/80 DEW				
Date By					

SUMMIT COUNTY, UTAH

SCALE ONE INCH = 200 FEET

BOOK PAGE

Engineering Associates Inc.

Opinion of Probable Cost

ITEM	Proposal A, Berm Length = 1,050 ft DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
1	Mobilization	LS	1	$6,000.00	$6,000
2	Remove Trees and Vegetation	LS	1	$12,000.00	$12,000
4	Effluent Pipe	LF	50	$30.00	$1,500
5	Excavation	SF	31,500	$0.50	$15,750
6	Cutoff Trench Granular	TON	1,772	$25.00	$44,297
7	Berm Granular Material	TON	10,920	$25.00	$273,000
8	Berm Erosion Control	LF	1,050	$6.00	$6,300
9	Berm Final Grading	LF	1,050	$12.00	$12,600
10	Berm Revegetation	LF	1,050	$8.00	$8,400
11	Property Acquisition	SF	31,500	$2.50	$78,750
12	Engineering and Contingency	20%			$91,719
	TOTAL				**$550,316**
			Cost per foot		$524.11

ITEM	Proposal B, Berm Length = 2,000 ft DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
1	Mobilization	LS	1	$6,000.00	$6,000
2	Remove Trees and Vegetation	LS	1	$20,000.00	$20,000
4	Effluent Pipe	LF	50	$30.00	$1,500
5	Excavation	SF	60,000	$0.50	$30,000
6	Cutoff Trench Granular	TON	3,375	$25.00	$84,375
7	Berm Granular Material	TON	20,800	$25.00	$520,000
8	Berm Erosion Control	LF	2,000	$6.00	$12,000
9	Berm Final Grading	LF	2,000	$12.00	$24,000
10	Berm Revegetation	LF	2,000	$8.00	$16,000
11	Property Acquisition	SF	60,000	$2.50	$150,000
12	Engineering and Contingency	20%			$172,775
	TOTAL				**$1,036,650**
			Cost per foot		$518.33

ITEM	Proposal C, Berm Length = 1,700 ft DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
1	Mobilization	LS	1	$6,000.00	$6,000
2	Remove Trees and Vegetation	LS	1	$30,000.00	$30,000
4	Effluent Pipe	LF	50	$30.00	$1,500
5	Excavation	SF	51,000	$0.50	$25,500
6	Cutoff Trench Granular	TON	2,869	$25.00	$71,719
7	Berm Granular Material	TON	17,680	$25.00	$442,000
8	Berm Erosion Control	LF	1,700	$6.00	$10,200
9	Berm Final Grading	LF	1,700	$12.00	$20,400
10	Berm Revegetation	LF	1,700	$8.00	$13,600
11	Property Acquisition	SF	51,000	$2.50	$127,500
12	Culvert Crossing Chalk Creek	LS	1	$20,000.00	$20,000
13	Engineering and Contingency	20%			$149,684
	TOTAL				**$918,103**
			Cost per foot		$540.06

J-U-B ENGINEERS, INC.

J-U-B COMPANIES THE LANGDON GROUP GATEWAY MAPPING INC.

TELEPHONE MEMORANDUM

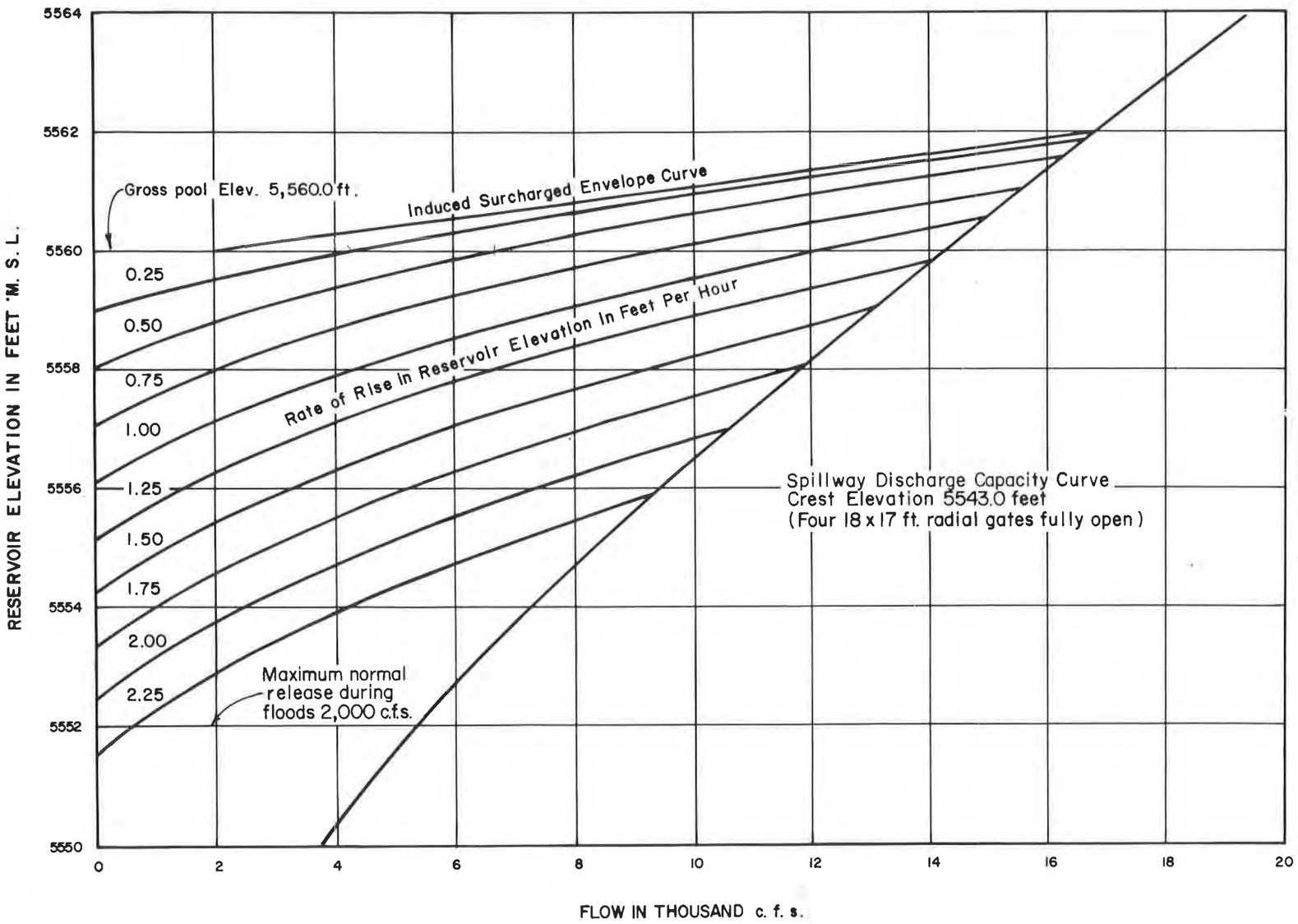
DATE:	1/4/2012	**TIME:**	10 a.m.
TO:	File	**FROM:**	Trevor R. Lindley
PHONE #:	801-379-1000	**PROJECT**:	Coalville Env. Report
SUBJECT:	500 year flood plain questions – Phone conversation with Ryan Luke at USBR related to Echo Dam.		

USDA has asked if as part of the ER that the 500-year floodplain also be addressed. There is a FEMA map showing a 100-year flood plain but a 500-year flood plain does not exist. JUB asked United States Bureau of Reclamation (USBR) if they had any 500-year data. The following report is from emails and a phone conversation on the date noted:

- The Echo spillway capacity as stated on Utah Dam Safety website as 15,000 cfs. USBR confirms this value and the value is actually a bit higher at closer to 16,000 cfs.
- At 16,000 cfs the spillway is expected to pass the entire flow with a water surface of 5562 ft above MSL (USBR datum). The normal full pool is 5560 (USBR datum) when spilling.
- There really is not a true stage-discharge curve for the spillway since the spillway is operated with gates.
- The 500 year maximum probable inflow to Echo from both the Weber and Chalk Creek is 6,260 cfs. USBR has not routed the 500 year probable flood number down either the Weber River or Chalk Creek and cannot comment on floodway/floodplain elevations for the river channels.
- If the maximum probably inflow of 6,260 were going over the spillway the water surface is predicted to be between 5560 and 5562 ft (USBR datum).
- USBR has 50+ years of data with the maximum full pool condition essentially at 5560 (USBR datum) regardless of flow over the spillway.
- The maximum water surface on record was 5561.3 (USBR datum) recorded in 2006; this value was not related to an extreme flood event but more a function of how the gates were being operated.
- USBR has a spillway release diagram report that discusses these maximum discharges that they can send over pending completion of a non-disclosure statement.
- The only inundation forecasting/modeling the USBR performs is for dam failure scenarios. These scenarios are not published and are used for risk assessment decisions such as seismic upgrades. These inundation scenarios are related to catastrophic failure and cannot be used within the context of a return period.
- USBR uses the DHI-MIKE software package for inundation modeling.

NOTE: To convert from USBR datum to local Coalville datum used in the Environmental Report the user must add 3.2 feet. For example: the normal full pool for Echo as referenced by USBR would be elevation 5560. That same reference on figures in the Coalville Env. Report would be elevation 5563.2.

I000-00-000



OPERATING INSTRUCTIONS

1. Follow regular flood control regulation schedule until larger releases are required by this diagram.
2. Adjust the spillway outflow each hour on the basis of the rate of rise in reservoir elevation in feet during the preceding hour and the current resevoir elevation as indicated by the curves.
3. When outflows as determined from this diagram are once initiated, gate openings shall not be reduced until the reservoir water surface has receded to gross pool elevation 5560.0 feet. Below gross pool elevation, follow regular flood control regulation schedule.
4. Once operation in accordance with the emergency spillway release diagram is initiated, gate changes shall be made only in accordance with the above criteria.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

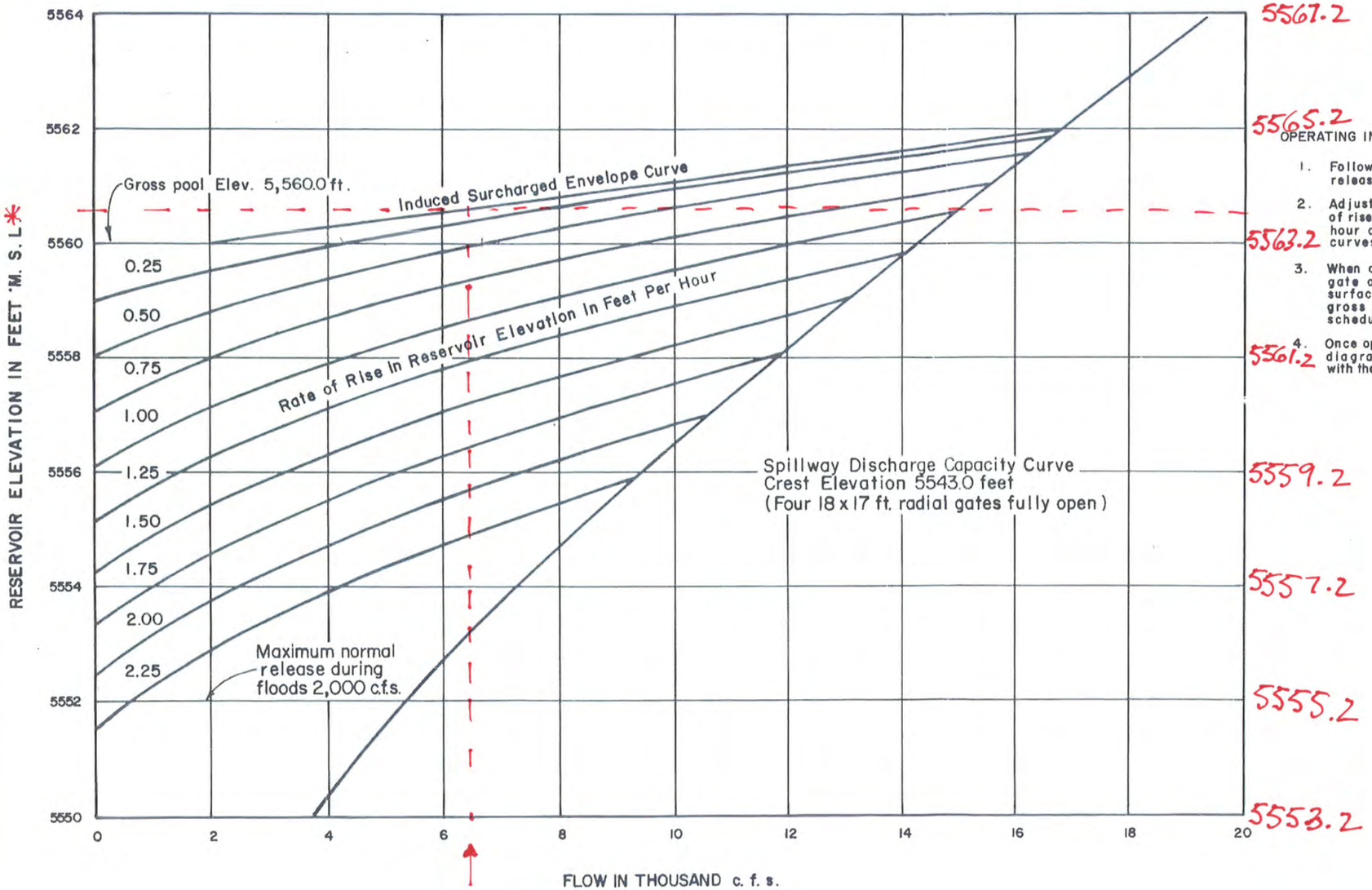
WEBER RIVER PROJECT

ECHO RESERVOIR

EMERGENCY SPILLWAY RELEASE DIAGRAM

* Add 3.2 feet To this datum to Match Current, local, Coalville datum

Coalville Proposed Action Site datum



5567.2

5565.2

5563.2

5561.2

5559.2

5557.2

5555.2

5553.2

OPERATING INSTRUCTIONS

1. Follow regular flood control regulation schedule until larger releases are required by this diagram.
2. Adjust the spillway outflow each hour on the basis of the rate of rise in reservoir elevation in feet during the preceding hour and the current resevoir elevation as indicated by the curves.
3. When outflows as determined from this diagram are once initiated, gate openings shall not be reduced until the reservoir water surface has receded to gross pool elevation 5560.0 feet. Below gross pool elevation, follow regular flood control regulation schedule.
4. Once operation in accordance with the emergency spillway release diagram is initiated, gate changes shall be made only in accordance with the above criteria.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

WEBER RIVER PROJECT

ECHO RESERVOIR

EMERGENCY SPILLWAY RELEASE DIAGRAM

500 yr Inflow To Echo = 6,260 cfs (Personal Communication, Ryan Luke, BoR Jan. 4, 2012)

Christina Osborn

From: Trevor Lindley
Sent: Tuesday, January 17, 2012 2:03 PM
To: gilescoalville@allwest.net; gunncoalville@allwest.net; humptydumpsters@gmail.com; ssmith@allwest.net
Cc: Cindy Gooch; James Goodley; Christina Osborn
Subject: RE: Bureau of Reclamation Site Visit to Existing WWTP in Coalville

Good Afternoon!

I was at the site today with Dennis and three folks from the United States Bureau of Reclamation (BOR). The three were Jeff St. Augustine, Dick Marvin, and David Kruger.

Dennis had done a nice job of making things look nice and tidy and there did not seem to be any real questions about the site. They asked about chemicals (which we have none) and if we knew of any asbestos (which we didn't know about). They said they did not see a need to do any soil sampling. They asked if we could clean everything out and so we need to talk details eventually. The more the city takes, removes, reuses, scraps, discards, etc. the happier they will probably be. They also talked about securing the site so there might be a bit of fence repair work.

All in all I think it went pretty well and they are gearing up to take ownership of the site. David will be at the board meeting next week.

Trevor

From: Trevor Lindley
Sent: Thursday, January 05, 2012 3:50 PM
To: 'gilescoalville@allwest.net'; gunncoalville@allwest.net; humptydumpsters@gmail.com; ssmith@allwest.net
Cc: Cindy Gooch; Jim Goodley (jgoodley@jub.com); Christina Osborn
Subject: Bureau of Reclamation Site Visit to Existing WWTP in Coalville

Good afternoon,

As part of DWQ's funding package they asked that the Bureau of Reclamation (BOR) provide a letter clarifying responsibility for decommissioning/abandoning the old facility. Recall the WQ Board does not want to fund significant remediation of the old site. To address this concern the City sent BOR a letter and BOR responded back. The BOR letter is attached from last September. In their letter they talk about some soil sampling and related site investigation. In talking to the BOR they would like to visit the site and discuss if any sampling is necessary.

The BOR will be coming to Coalville on Tuesday January 17th, 2012 at 10 a.m. to take a look at the existing site. They will likely ask Dennis questions related to types of chemicals (if any stored on site), presence of any buried tanks, etc. Dennis and I have talked and we don't think there is much to talk about. The site is mostly hardscape that at one time or another has been in contact with wastewater or residuals. But that can all be removed, swept, power washed, etc. so there shouldn't really be any issues.

I have been to the plant a number of times and Dennis tends to run a pretty "ship-shape" system. I encouraged Dennis to have a relatively neat and well kept facility. The folks from BOR know what they are looking for but it seems to me the more tidy it appears the less likelihood of BOR pushing some kind of crazy sampling routine.

I will be there on the 17th for the walk through. In talking to Dennis there is a chance he might need a little support from Craig and public works if there is a need to make a run to the landfill with any rubbish.

Thanks!

Trevor R. Lindley, P.E.
Project Manager
Water & Wastewater

J-U-B ENGINEERS, Inc.
466 N. 900 W.
Kaysville, UT 84037
p | 801 547 0393 c | 801 725 5641 e | tlindley@jub.com

Christina Osborn

Subject: FW: Echo Dam Crest Elevation Changes

From: Luke, Ryan [mailto:RLuke@usbr.gov]
Sent: Tuesday, February 14, 2012 10:41 AM
To: Trevor Lindley
Cc: Krueger, David
Subject: RE: Echo Dam Crest Elevation Changes

Trevor,

In response to your first question regarding a report or memo to reference for Echo elevations resulting from the upcoming modification work, I have forwarded your email to Mike Talbot who is overseeing that project. His office number is 801-379-1286, although it appears he is currently out of the office.

For the second question, I talked with my supervisor Ed Vidmar, who is the Resource Management Division Chief here in Provo, and he is not aware of any discussion or master plan for increasing Echo Reservoir storage and believes that it would be unlikely that this would ever occur.

Hope this helps.

Ryan Luke

From: Trevor Lindley [mailto:tlindley@jub.com]
Sent: Tuesday, February 07, 2012 4:33 PM
To: Krueger, David
Cc: Luke, Ryan
Subject: RE: Echo Dam Crest Elevation Changes

David and Ryan,

Any luck on addressing my questions below?

We are trying to produce the final planning reports for USDA this week and the answers to the questions below could go into that document.

Thanks!

Trevor Lindley
JUB Engineers

From: Trevor Lindley
Sent: Thursday, January 26, 2012 12:39 PM
To: Krueger, David (DKrueger@usbr.gov)
Cc: Luke, Ryan (RLuke@usbr.gov)
Subject: Echo Dam Crest Elevation Changes

David,

Thanks for coming to that Coalville meeting yesterday at the Water Quality Board. I think it was good to have you there.

On a related note: It is our understanding that Reclamation is raising the crest on Echo Dam by 3 feet for seismic upgrades. It is also our understanding that this improvement will not, however, modify the spillway or the water surface elevations. Is there any Reclamation report or memo that I could reference in my Coalville planning documents that: (1) states clearly the proposed elevation for the dam crest (2) states clearly that the water surface will not be changing.

Also at one time I heard that there was some "discussion" about increasing storage on some Reclamation projects in the Western U.S. Is there any kind of discussion or master planning about ever increasing storage at Echo and how this might affect water surface elevations?

Feel free to call or email me the info when you can.

Thanks!

Trevor R. Lindley, P.E.
Project Manager
Water & Wastewater

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APPENDIX E
ACOE 595 AND ENVIRONMENTAL CORRESPONDANCE AND MEETING MINUTES

COALVILLE CITY WASTEWATER TREATMENT LAND ACQUISITION PROJECT

COALVILLE CITY CORPORATION

Project Funding Discussion,
March 22, 2010, 10:00 A.M.
Wallace F. Bennett Federal Building

MEETING MINUTES

Attending:

Name	Representing	Phone
Duane Schmidt	Coalville City Mayor	801-336-5981
Cindy Gooch	Coalville City Planner (J-U-B)	801-547-0393
Robert Whiteley	Coalville City Engineer (J-U-B)	801-547-0393
Trevor Lindley	Project Engineer J-U-B	801-547-0393
Brad Shafer	Senior Advisor, Senator Bennett	801-524-5933
Scott Stoddard	U.S. Army Corps of Engineers	801-294-7033 x1
Ed Macauley	Utah Division of Water Quality	801-538-6940
Lisa Nelson	Utah Division of Water Quality	801-538-9336

Background Discussion

Coalville City met with the Utah Division of Water Quality (DWQ) on Feb 18, 2010 (as suggested by Brad Shafer in a meeting on Jan 25, 2010) to discuss the situation the city is facing with the lease expiration approaching and the challenges imposed by the land owner, Bureau of Reclamation (BOR). Upon recommendation of DWQ and approval from Coalville City, J-U-B is working on an updated chapter to include in the existing Treatment Plant Facility Plan analyzing the current situation regarding the requirement for a berm and the future treatment needs of the city.

Since our meeting on Jan 25, 2010, Brad Shafer spoke with Bruce Barrett (BOR) to understand BOR's position, convey Coalville City's concerns, and ask that BOR show good faith effort relative to the city's concerns. The city believes that they have until June 1, 2010 to work with the BOR in considering a land purchase from BOR for the continued operation of the treatment plant with a desire that a berm not be constructed. After that date, the city will be required to look at other options for available land for a new treatment plant. The city feels that their money would be better spent by ensuring a continued high quality of treated water effluent from the plant rather than building a berm to satisfy a recent BOR non-compliance concern with the structure's elevation.

A schedule was presented showing the anticipated timeline of events that must occur prior to the expiration of the land lease in October 2014. The schedule indicates that time is short in order to ensure that Coalville City has an operational treatment plant by October 2014 when the lease expires. Preliminary design must begin this Fall. The environmental work must begin shortly thereafter. A project must begin construction by Spring 2012 in order to be complete and in operation before the lease expiration.

Funding
The 2011 appropriations for 595 funds will not be known until October 2010. Brad Shafer should have a better idea of the appropriations in May 2010 whether the 595 funds will be available. Once the appropriations are given, Utah likely won't see the money until March 2011.

DWQ has recommended that Coalville City request a Design Advance loan from the Water Quality Board. The advance should include an amount for design, environmental, and land purchase. Repayment on the loan would begin at the time of loan closing on a new treatment facility.

Prior to submitting an application to DWQ for a Design Advance, a few things must be done:

1. The Facility Plan must be complete with the new update. The plan must be submitted to DWQ for review and comment.
2. A letter from BOR documenting their request that the treatment plant be removed from their land and stating that if it remain in operation that a berm must be constructed and if the lease is renewed, it will be at a cost to the city. The city should send a letter to the BOR requesting this letter from them by a specific date.
3. The city must hold a public hearing once the facility plan is updated showing the proposed increases in sewer rates. Obtaining the letter from BOR prior to the public hearing is advisable in order to calm potential clamor.

Summary Action Items
1. Mayor to get a legal opinion on City's responsibility for the existing facilities when the lease is up in 2014.
2. J-U-B to update Master Plan and provide 2 copies to DWQ.
3. Mayor to submit a letter to Bruce Barrett (BOR) asking for a letter expressing their desires to remove the treatment plant or requirements if the treatment plant remains in service on their property.
4. The city must hold a public hearing on the updated facility plan.
5. The city should make application to DWQ for a design advance in order to begin design prior to the 595 appropriation, in order to keep on schedule.

AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
COALVILLE CITY, UTAH
FOR
DESIGN AND CONSTRUCTION
ASSISTANCE
FOR THE
COALVILLE WASTEWATER PROJECT, COALVILLE CITY, UTAH

THIS AGREEMENT is entered into this 30th day of August, 2010, by and between the Department of the Army (hereinafter the "Government"), represented by the U.S. Army Engineer, Sacramento District and Coalville City, Utah (hereinafter the "Non-Federal Sponsor"), represented by the Mayor.

WITNESSETH, THAT:

WHEREAS, the Secretary of the Army is authorized to provide design and construction assistance, which may be in the form of grants or reimbursements of the Federal share of project costs, for water-related environmental infrastructure and resource protection and development projects in Idaho, Montana, rural Nevada, New Mexico, rural Utah, and Wyoming (hereinafter the "Section 595 Program") pursuant to Section 595 of the Water Resources Development Act of 1999, Public Law 106-53, as amended (hereinafter "Section 595");

WHEREAS, Section 595 provides that the Secretary of the Army may provide assistance for a water-related environmental infrastructure and resource protection and development project only if the project is publicly owned;

WHEREAS, Section 595 provides that $100,000,000 in Federal funds are authorized to be appropriated for design and construction assistance for projects undertaken in rural Utah pursuant to the Section 595 Program;

WHEREAS, the U.S. Army Engineer, Sacramento District (hereinafter the "District Engineer") has determined that the Coalville Wastewater Project in Coalville City, Summit County, Utah (hereinafter the "*Project*", as defined in Article I.A. of this Agreement) is eligible for implementation under Section 595;

WHEREAS, Section 595 provides that the Secretary of the Army shall not provide assistance for any water-related environmental infrastructure and resource protection and development projects until each non-Federal sponsor has entered into a written agreement to furnish its required cooperation for the project;

WHEREAS, Section 595 specifies the cost-sharing requirements applicable to the *Project* including that the Secretary of the Army shall afford credit for the reasonable costs of design

completed by the non-Federal interest before entering into a written agreement with the Secretary;

WHEREAS, Section 102 of the Energy and Water Development Appropriations Act, 2006, Public Law 109-103, provides that credits and reimbursements afforded for all applicable general authorities and under specific project authority shall not exceed $100,000,000 for all applicable programs and projects in each *fiscal year*;

WHEREAS, the Government and the Non-Federal Sponsor desire to enter into an agreement (hereinafter the "Agreement") for the provision of design and construction assistance for the *Project*;

WHEREAS, the Government and Non-Federal Sponsor have the full authority and capability to perform as hereinafter set forth and intend to cooperate in cost-sharing and financing of the *Project* in accordance with the terms of this Agreement; and

WHEREAS, the Government and the Non-Federal Sponsor, in connection with this Agreement, desire to foster a partnering strategy and a working relationship between the Government and the Non-Federal Sponsor through a mutually developed formal strategy of commitment and communication embodied herein, which creates an environment where trust and teamwork prevent disputes, foster a cooperative bond between the Government and the Non-Federal Sponsor, and facilitate the successful implementation of the *Project*.

NOW, THEREFORE, the Government and the Non-Federal Sponsor agree as follows:

ARTICLE I - DEFINITIONS

A. The term "*Project*" shall mean the design and construction of the new wastewater treatment system in Coalville City, Utah as generally described in the attached Scope of Work, dated August 2, 2010.

B. The term "*total project costs*" shall mean the sum of all costs incurred by the Non-Federal Sponsor and the Government in accordance with the terms of this Agreement that the District Engineer determines are directly related to design and construction of the *Project*. Subject to the provisions of this Agreement including audits conducted in accordance with Article X.C. of this Agreement to determine the reasonableness, allocability, and allowability of such costs, the term shall include, but is not necessarily limited to: the costs of the Non-Federal Sponsor's *pre-Agreement design work* determined in accordance with Article II.N. of this Agreement; the Non-Federal Sponsor's design costs incurred after the effective date of this Agreement; the Government's costs of review in accordance with Article II.A.1. of this Agreement; the Government's costs of preparation of environmental compliance documentation in accordance with Article II.A.2. of this Agreement; the Government's costs of inspection in accordance with Article II.A.6. of this Agreement; the Government's costs of technical assistance in accordance with Article II.A.1. and Article II.A.6. of this Agreement; the Non-Federal

Sponsor's and the Government's costs of investigations to identify the existence and extent of hazardous substances in accordance with Article XIV.A.1. and Article XIV.A.2. of this Agreement; the Non-Federal Sponsor's and the Government's costs of historic preservation activities in accordance with Article XVII.A. and Article XVII.B. of this Agreement; the Non-Federal Sponsor's construction costs; the Non-Federal Sponsor's supervision and administration costs; the Non-Federal Sponsor's costs of identification of legal and institutional structures in accordance with Article II.J. of this Agreement not incurred pursuant to any other agreement for the *Project*; the Non-Federal Sponsor's and the Government's costs of participation in the Project Coordination Team in accordance with Article V of this Agreement; the Non-Federal Sponsor's costs of contract dispute settlements or awards; the value of lands, easements, rights-of-way, *relocations*, and permit costs determined in accordance with Article IV of this Agreement but not to exceed 25 percent of total project costs; the Non-Federal Sponsor's and the Government's costs of audit in accordance with Article X.B. and Article X.C. of this Agreement; and any other costs incurred by the Government pursuant to the provisions of this Agreement. The term does not include any costs of activities performed under any other agreement for the *Project*; any costs for operation, maintenance, repair, rehabilitation, or replacement of the *Project*; any costs of establishment and maintenance of legal and institutional structures in accordance with Article II.J. of this Agreement; any costs of *betterments*; any costs incurred in advertising and awarding any construction contracts prior to the effective date of this Agreement; any construction costs incurred prior to the effective date of this Agreement; any interest penalty paid in accordance with Article VI.B.4. of this Agreement; any costs of dispute resolution under Article VII of this Agreement; the Government's costs for data recovery activities in accordance with Article XVII.D. and Article XVII.E. of this Agreement; or the Non-Federal Sponsor's costs of negotiating this Agreement.

C. The term "*period of design and construction*" shall mean the time from the effective date of this Agreement to the date that construction of the *Project* is complete, as determined by the Government, or the date that this Agreement is terminated in accordance with Article II.E. or Article XIII or Article XIV.C. of this Agreement, whichever is earlier.

D. The term "*highway*" shall mean any highway, roadway, street, or way, including any bridge thereof, that is owned by a public entity.

E. The term "*relocation*" shall mean providing a functionally equivalent facility to the owner of a utility, cemetery, *highway*, railroad, or public facility when such action is authorized in accordance with applicable legal principles of just compensation. Providing a functionally equivalent facility may take the form of alteration, lowering, raising, or replacement and attendant demolition of the affected facility or part thereof.

F. The term "*betterment*" shall mean a difference in the design or construction of an element of the *Project* that results from the application of standards that the Government determines exceed those that the Government would otherwise apply to the design or construction of that element. The term does not include any design or construction for features not included in the *Project* as defined in paragraph A. of this Article.

G. The term "*fiscal year*" shall mean one year beginning on October 1 and ending on September 30.

H. The term "*Federal program funds*" shall mean funds provided by a Federal agency, other than the Department of the Army, plus any non-Federal contribution required as a matching share therefor.

I. The term "*sufficient invoice*" shall mean submission of all of the following three items: (1) a written certification by the Non-Federal Sponsor to the Government that it has made specified payments to contractors, suppliers, or employees for performance of work in accordance with this Agreement, or a written certification by the Non-Federal Sponsor to the Government that it has received bills from contractors, suppliers, or employees for performance of work in accordance with this Agreement; (2) copies of all relevant invoices and evidence of such payments or bills received; and (3) a written request for reimbursement for the amount of such specified payments or bills received that identifies those costs that have been paid or will be paid with *Federal program funds*.

J. The term "*Section 595 Program Limit for rural Utah*" shall mean the amount of Federal funds authorized to be appropriated for projects undertaken in rural Utah pursuant to the Section 595 Program. As of the effective date of this Agreement, such amount is $100,000,000.

K. The term "*Section 102 Limit*" shall mean the annual limit on credits and reimbursements imposed by Section 102 of the Energy and Water Development Appropriations Act, 2006, Public Law 109-103.

L. The term "*pre-Agreement design work*" shall mean the work performed prior to the effective date of this Agreement by the Non-Federal Sponsor that is directly related to design of the *Project* and that was not performed pursuant to any other agreement for the *Project*.

ARTICLE II - OBLIGATIONS OF THE GOVERNMENT AND THE NON-FEDERAL SPONSOR

A. Using its funds, the Non-Federal Sponsor expeditiously shall design and construct the *Project* in accordance with Federal laws, regulations, and policies.

1. The Non-Federal Sponsor shall require all contractors to whom it awards design contracts to provide 30 percent and 100 percent design information to enable in-progress review of the design. The Government may participate in the review of the design at each stage of completion and may provide technical assistance to the Non-Federal Sponsor on an as-needed basis until the end of the *period of design and construction*. The Government shall perform a final review to verify that the design is complete and is necessary for the *Project*. Upon completion of design, the Non-Federal Sponsor shall furnish the District Engineer with copies of the completed design.

2. Using information developed by the Non-Federal Sponsor, the Government shall develop and coordinate as required, an Environmental Assessment and Finding of No Significant Impact or an Environmental Impact Statement and Record of Decision, as necessary, to inform the public regarding the environmental impacts of the *Project* in accordance with the National Environmental Policy Act of 1969 (hereinafter "NEPA"). The Non-Federal Sponsor shall not issue the solicitation for the first construction contract for the *Project* or commence construction of the *Project* using the Non-Federal Sponsor's own forces until all applicable environmental laws and regulations have been complied with, including, but not limited to NEPA and Section 401 of the Federal Water Pollution Control Act (33 U.S.C. 1341).

3. The Non-Federal Sponsor shall obtain all permits and licenses necessary for the design and construction of the *Project* and, in the exercise of its rights and obligations under this Agreement, shall comply with all applicable Federal, state, and local laws, regulations, ordinances, and policies including the laws and regulations specified in Article XI of this Agreement. As necessary to ensure compliance with such laws, regulations, ordinances, and policies, the Non-Federal Sponsor shall include appropriate provisions in its contracts for the design and construction of the *Project*.

4. The Non-Federal Sponsor shall afford the Government the opportunity to review and comment on the solicitations for all contracts for the *Project*, including relevant plans and specifications, prior to the Non-Federal Sponsor's issuance of such solicitations. To the extent possible, the Non-Federal Sponsor shall afford the Government the opportunity to review and comment on all proposed contract modifications, including change orders. In any instance where providing the Government with notification of a contract modification is not possible prior to execution of the contract modification, the Non-Federal Sponsor shall provide such notification in writing at the earliest date possible. To the extent possible, the Non-Federal Sponsor also shall afford the Government the opportunity to review and comment on all contract claims prior to resolution thereof. The Non-Federal Sponsor shall consider in good faith the comments of the Government, but the contents of solicitations, award of contracts or commencement of design or construction using the Non-Federal Sponsor's own forces, execution of contract modifications, resolution of contract claims, and performance of all work on the *Project* shall be exclusively within the control of the Non-Federal Sponsor.

5. At the time the Non-Federal Sponsor furnishes a contractor with a notice of acceptance of completed work for each contract for the *Project*, the Non-Federal Sponsor shall furnish a copy thereof to the Government.

6. The Government may perform periodic inspections to verify the progress of construction and that the work is being performed in a satisfactory manner. In addition, the Government may provide technical assistance to the Non-Federal Sponsor on an as-needed basis until the end of the *period of design and construction*. Further, the Government shall perform a final inspection to verify the completion of construction of the entire *Project* or completed portion thereof as the case may be. The Non-Federal Sponsor hereby gives the Government a right to enter, at reasonable times and in a reasonable manner, upon property that the Non-

Federal Sponsor now or hereafter owns or controls for the purpose of performing such inspections.

B. In accordance with Article III of this Agreement, the Non-Federal Sponsor shall provide all lands, easements, and rights-of-way, including those required for *relocations*, the borrowing of material, and the disposal of dredged or excavated material, and shall perform or ensure performance of all *relocations* that the Non-Federal Sponsor and the Government jointly determine to be required or to be necessary for construction, operation, and maintenance of the *Project*. In addition, the Non-Federal Sponsor shall obtain all permits necessary for construction, operation, and maintenance of the *Project* on publicly owned or controlled lands.

C. The Government shall determine and include in *total project costs* any costs incurred by the Non-Federal Sponsor that the District Engineer determines are directly related to design and construction of the *Project*, subject to the conditions and limitations of this paragraph.

1. Pursuant to paragraph A.6. of this Article, all work performed by the Non-Federal Sponsor for the *Project* is subject to on-site inspection and determination by the Government that the work was accomplished in a satisfactory manner and is suitable for inclusion in the *Project*.

2. The Non-Federal Sponsor's costs for design and construction that may be eligible for inclusion in *total project costs* shall be subject to an audit in accordance with Article X.C. of this Agreement to determine the reasonableness, allocability and allowability of such costs.

3. No costs shall be included in *total project costs* for any construction of the *Project* that was performed prior to compliance with all applicable environmental laws and regulations, including, but not limited to NEPA and Section 401 of the Federal Water Pollution Control Act (33 U.S.C. 1341).

4. In the performance of all work for the *Project*, the Non-Federal Sponsor must comply with applicable Federal labor laws covering non-Federal construction, including, but not limited to, 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (revising, codifying and enacting without substantive change the provisions of the Davis-Bacon Act (formerly 40 U.S.C. 276a *et seq*.), the Contract Work Hours and Safety Standards Act (formerly 40 U.S.C. 327 *et seq*.) and the Copeland Anti- Kickback Act (formerly 40 U.S.C. 276c)). Notwithstanding any other provision of this Agreement, inclusion of costs for construction in *total project costs* may be withheld, in whole or in part, as a result of the Non-Federal Sponsor's failure to comply with its obligations under these laws.

5. The Non-Federal Sponsor's costs for design and construction that may be eligible for inclusion in *total project costs* pursuant to this Agreement are not subject to interest charges, nor are they subject to adjustment to reflect changes in price levels between the time the work is completed and the time the costs are included in *total project costs*.

6. The Government shall not include in *total project costs* any costs paid by the Non-Federal Sponsor using *Federal program funds* unless the Federal agency providing the Federal portion of such funds verifies in writing that expenditure of such funds for such purpose is expressly authorized by Federal law.

D. The Government shall reimburse the Non-Federal Sponsor, in accordance with Article VI.B. of this Agreement, the amount necessary so that the Federal contribution towards *total project costs* equals 75 percent; however, any reimbursement by the Government is subject to the availability of funds and is limited by the *Section 595 Program Limit for rural Utah*.

E. Notwithstanding any other provision of this Agreement, Federal financial participation in the *Project* is limited by the following provisions of this paragraph.

1. As of the effective date of this Agreement, $60.188M of Federal funds have been provided by the Congress of the United States (hereinafter the "Congress") for the Section 595 Program in rural Utah of which $500,000 currently projected to be available for the *Project*. The Government makes no commitment to request Congress to provide additional Federal funds for the Section 595 Program in rural Utah or the *Project*. Further, the Government's financial participation in the *Project* is limited to the Federal funds that the Government makes available to the *Project*.

2. In the event the Government projects that the amount of Federal funds the Government will make available to the *Project* through the then-current *fiscal year*, or the amount of Federal funds the Government will make available for the *Project* through the upcoming *fiscal year*, is not sufficient to meet the Federal share of *total project costs* and the Federal share of costs for data recovery activities in accordance with Article XVII.D. and Article XVII.E. of this Agreement that the Government projects to be incurred through the then-current or upcoming *fiscal year*, as applicable, the Government shall notify the Non-Federal Sponsor in writing of such insufficiency of funds and of the date the Government projects that the Federal funds that will have been made available to the *Project* will be exhausted. Upon the exhaustion of Federal funds made available by the Government to the *Project*, the Government's future performance under this Agreement shall be suspended and the parties shall proceed in accordance with Article XIII.B. of this Agreement. However, if the Government cannot make available sufficient Federal funds to meet the Federal share of *total project costs* in the then-current *fiscal year* solely due to the *Section 102 Limit*, only the Government's future performance related to reimbursement pursuant to paragraph D. of this Article shall be suspended.

3. If the Government determines that the total amount of Federal funds provided by Congress for the Section 595 Program in rural Utah has reached the *Section 595 Program Limit for rural Utah*, and the Government projects that the Federal funds the Government will make available to the *Project* within the *Section 595 Program Limit for rural Utah* will not be sufficient to meet the Federal share of *total project costs* and the Federal share of costs for data recovery activities in accordance with Article XVII.D. and Article XVII.E. of this Agreement, the Government shall notify the Non-Federal Sponsor in writing of such insufficiency of funds and of the date the Government projects that the Federal funds that will have been made available to

the *Project* will be exhausted. Upon the exhaustion of Federal funds made available by the Government to the *Project* within the *Section 595 Program Limit for rural Utah*, the parties shall terminate this Agreement and proceed in accordance with Article XIII of this Agreement.

F. During the *period of design and construction*, the Non-Federal Sponsor shall prepare and furnish to the Government for review a proposed Operation, Maintenance, Repair, Rehabilitation and Replacement Manual (hereinafter the "OMRR&R Manual"). The failure of the Non-Federal Sponsor to prepare an OMRR&R Manual acceptable to the Government shall not relieve the Non-Federal Sponsor of its responsibilities for operation, maintenance, repair, rehabilitation, and replacement of the entire completed *Project*, or any completed portion thereof as the case may be, in accordance with the provisions of this Agreement.

G. Upon completion of construction and final inspection by the Government in accordance with paragraph A.6. of this Article, the Non-Federal Sponsor shall operate, maintain, repair, rehabilitate, and replace the entire *Project*, or a completed portion thereof as the case may be, in accordance with Article VIII of this Agreement. Further, after completion of all contracts for the *Project*, copies of all of the Non-Federal Sponsor's Written Notices of Acceptance of Completed Work for all contracts for the *Project* that have not been provided previously shall be provided to the Government.

H. Upon conclusion of the *period of design and construction*, the Government shall conduct an accounting, in accordance with Article VI.C. of this Agreement, and furnish the results to the Non-Federal Sponsor.

I. The Non-Federal Sponsor and the Government, in consultation with appropriate Federal and State officials, shall develop a facilities or resource protection and development plan. Such plan shall include necessary design, completion of all necessary NEPA compliance, preparation of appropriate engineering plans and specifications, preparation of an OMRR&R Manual, and any other matters related to design and construction of the *Project* in accordance with this Agreement.

J. The Non-Federal Sponsor shall identify, establish, and maintain such legal and institutional structures as are necessary to ensure the effective long-term operation of the *Project*. The Non-Federal Sponsor shall provide to the Government a description of such legal and institutional structures and such descriptions shall be included in the OMRR&R Manual prepared by the Non-Federal Sponsor. The Non-Federal Sponsor's costs of identification of such legal and institutional structures shall be included in *total project costs* and shared in accordance with the provisions of this Agreement, subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of costs. The Government shall have no obligation under this Agreement for any costs of establishment and maintenance of such legal and institutional structures.

K. The Non-Federal Sponsor shall not use *Federal program funds* to meet any of its obligations for the *Project* under this Agreement unless the Federal agency providing the Federal

portion of such funds verifies in writing that expenditure of such funds for such purpose is expressly authorized by Federal law.

L. The Non-Federal Sponsor may request the Government to acquire lands, easements, or rights-of-way or to perform *relocations* for the *Project* on behalf of the Non-Federal Sponsor. Such requests shall be in writing and shall describe the services requested to be performed or provided. If in its sole discretion the Government elects to perform or provide the requested services or any portion thereof, it shall so notify the Non-Federal Sponsor in a writing that sets forth any applicable terms and conditions, which must be consistent with this Agreement. In the event of conflict between such a writing and this Agreement, this Agreement shall control. The Non-Federal Sponsor shall be solely responsible for all costs of the services performed or provided by the Government under this paragraph and shall pay all such costs in accordance with Article VI.D. of this Agreement. Notwithstanding the acquisition of lands, easements, or rights-of-way or performance of *relocations* by the Government, the Non-Federal Sponsor shall be responsible, as between the Government and the Non-Federal Sponsor, for any costs of cleanup and response in accordance with Article XIV.C. of this Agreement.

M. In the event that the Non-Federal Sponsor elects to include *betterments* in the design or construction of the *Project* during the *period of design and construction*, the Non-Federal Sponsor shall notify the Government in writing and describe the *betterments* it intends to design and construct. The Non-Federal Sponsor shall be solely responsible for all costs due to *betterments*, including costs associated with obtaining permits therefor, and shall pay all such costs without reimbursement by the Government.

N. The Government shall determine and include in *total project costs* the reasonable costs incurred by the Non-Federal Sponsor for *pre-Agreement design work*, subject to the conditions and limitations of this paragraph, that have not been incurred pursuant to any other agreement for the *Project*. The Non-Federal Sponsor in a timely manner shall provide the Government with such documents as are sufficient to enable the Government to determine the amount of costs to be included in *total project costs* for *pre-Agreement design work*.

1. *Pre-Agreement design work* shall be subject to a review by the Government to verify that the work was accomplished in a satisfactory manner and is necessary for the *Project*.

2. Where the Non-Federal Sponsor's cost for completed *pre-Agreement design work* is expressed as fixed costs plus a percentage of construction costs, the Non-Federal Sponsor shall renegotiate such costs with its Architect-Engineer based on actual costs.

3. The Non-Federal Sponsor's costs for *pre-Agreement design work* that may be eligible for inclusion in *total project costs* shall be subject to an audit in accordance with Article X.C. of this Agreement to determine the reasonableness, allocability and allowability of such costs.

4. The Non-Federal Sponsor's costs for *pre-Agreement design work* that may be eligible for inclusion in *total project costs* pursuant to this paragraph are not subject to interest

charges, nor are they subject to adjustment to reflect changes in price levels between the time the *pre-Agreement design work* was completed and the time the costs are included in *total project costs*.

5. The Government shall not include in *total project costs* any costs for *pre-Agreement design work* paid by the Non-Federal Sponsor using *Federal program funds* unless the Federal agency providing the Federal portion of such funds verifies in writing that expenditure of such funds for such purpose is expressly authorized by Federal law.

ARTICLE III - LANDS, EASEMENTS, RIGHTS-OF-WAY, RELOCATIONS, AND COMPLIANCE WITH PUBLIC LAW 91-646, AS AMENDED

A. The Non-Federal Sponsor and the Government jointly shall determine the lands, easements, and rights-of-way required for construction, operation, and maintenance of the *Project*, including those required for *relocations*, the borrowing of material, and the disposal of dredged or excavated material. Upon reaching such determination, the Government shall provide written confirmation to the Non-Federal Sponsor thereof including a description of the lands, easements, and rights-of-way jointly determined to be required. Prior to the issuance of the solicitation for each contract for construction of the *Project*, or prior to the Non-Federal Sponsor incurring any financial obligations for construction of a portion of the *Project* using the Non-Federal Sponsor's own forces, the Non-Federal Sponsor shall acquire all lands, easements, and rights-of-way the Non-Federal Sponsor and the Government jointly determine the Non-Federal Sponsor must provide for that work and shall certify in writing to the Government that said interests have been acquired. Furthermore, prior to the end of the *period of design and construction*, the Non-Federal Sponsor shall acquire all lands, easements, and rights-of-way required for construction, operation, and maintenance of the *Project*. The Non-Federal Sponsor shall ensure that lands, easements, and rights-of-way required for the *Project* and that were provided by the Non-Federal Sponsor are retained in public ownership for uses compatible with the authorized purposes of the *Project*.

B. The Non-Federal Sponsor and the Government jointly shall determine the *relocations* necessary for construction, operation, and maintenance of the *Project*, including those necessary to enable the borrowing of material or the disposal of dredged or excavated material. Upon reaching such determination, the Government shall provide written confirmation to the Non-Federal Sponsor thereof including a description of the *relocations* jointly determined to be necessary. Prior to the issuance of the solicitation for each contract for construction of the *Project*, or prior to the Non-Federal Sponsor incurring any financial obligations for construction of a portion of the *Project* using the Non-Federal Sponsor's own forces, the Non-Federal Sponsor shall prepare or ensure the preparation of plans and specifications for, and perform or ensure the performance of, all *relocations* the Non-Federal Sponsor and the Government jointly determine to be necessary for that work and certify in writing to the Government that said work has been performed. Furthermore, prior to the end of the *period of design and construction*, the Non-Federal Sponsor shall perform or ensure performance of all *relocations* necessary for construction, operation, and maintenance of the *Project*.

C. The Non-Federal Sponsor shall comply with the applicable provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, as amended (42 U.S.C. 4601-4655), and the Uniform Regulations contained in 49 C.F.R. Part 24, in acquiring lands, easements, and rights-of-way required for construction, operation, and maintenance of the *Project*, including those required for *relocations*, the borrowing of material, or the disposal of dredged or excavated material, and shall inform all affected persons of applicable benefits, policies, and procedures in connection with said Act.

ARTICLE IV - VALUE OF LANDS, EASEMENTS, RIGHTS-OF-WAY, AND RELOCATIONS AND COSTS OF PERMITS

A. The Government shall include in *total project costs* the value of the lands, easements, and rights-of-way that the Non-Federal Sponsor and the Government jointly determine must be provided by the Non-Federal Sponsor pursuant to Article III.A. of this Agreement and the value of the *relocations* that the Non-Federal Sponsor and the Government jointly determine must be performed by the Non-Federal Sponsor or for which it must ensure performance pursuant to Article III.B. of this Agreement. The Government also shall include in *total project costs* the reasonable costs incurred by the Non-Federal Sponsor that are associated with obtaining permits pursuant to Article II.B. of this Agreement that are necessary for construction, operation, and maintenance of the *Project* on publicly owned or controlled lands. However, the Government shall not include in *total project costs* the value of any lands, easements, rights-of-way, or *relocations* that have been provided previously as an item of cooperation for another Federal project. Further, the Government shall not include in *total project costs* the value of lands, easements, rights-of-way, or *relocations* that were acquired or performed using *Federal program funds* or the costs of obtaining permits paid using *Federal program funds* unless the Federal agency providing the Federal portion of such funds verifies in writing that reimbursement for the value and costs of such items is expressly authorized by Federal law. Finally, no value or costs of such items shall be included in *total project costs* pursuant to this Article, and no reimbursement shall be provided to the Non-Federal Sponsor, for any value or costs in excess of 25 percent of *total project costs*.

B. The Non-Federal Sponsor in a timely manner shall provide the Government with such documents as are sufficient to enable the Government to determine the value of any contribution provided pursuant to Article III.A. or Article III.B. of this Agreement and to determine the reasonable costs incurred by the Non-Federal Sponsor that are associated with obtaining permits pursuant to Article II.B. of this Agreement. Upon receipt of such documents, the Government in a timely manner shall determine the value of such contributions and the reasonable costs for obtaining such permits and include in *total project costs* the amount of such value and costs that does not exceed 25 percent of *total project costs*.

C. For the sole purpose of determining the value to be included in *total project costs* in accordance with this Agreement and except as otherwise provided in paragraph E. of this Article, the value of lands, easements, and rights-of-way, including those required for *relocations*, the borrowing of material, and the disposal of dredged or excavated material, shall be the fair market

value of the real property interests, plus certain incidental costs of acquiring those interests, as determined in accordance with the provisions of this paragraph.

1. Date of Valuation. The fair market value of lands, easements, or rights-of-way owned by the Non-Federal Sponsor on the effective date of this Agreement shall be the fair market value of such real property interests as of the date the Non-Federal Sponsor awards the first construction contract for the *Project*, or, if the Non-Federal Sponsor performs the construction using its own forces, the date that the Non-Federal Sponsor begins construction of the *Project*. The fair market value of lands, easements, or rights-of-way acquired by the Non-Federal Sponsor after the effective date of this Agreement shall be the fair market value of such real property interests at the time the interests are acquired.

2. General Valuation Procedure. Except as provided in paragraph C.3. or paragraph C.5. of this Article, the fair market value of lands, easements, or rights-of-way shall be determined in accordance with the provisions of this paragraph.

a. The Non-Federal Sponsor shall obtain, for each real property interest, an appraisal that is prepared by a qualified appraiser who is acceptable to the Non-Federal Sponsor and the Government. The Non-Federal Sponsor shall provide a copy of each appraisal to the Government. The appraisal must be prepared in accordance with the applicable rules of just compensation, as specified by the Government. The fair market value shall be the amount set forth in the Non-Federal Sponsor's appraisal, if such appraisal is approved by the Government. In the event the Government does not approve the Non-Federal Sponsor's appraisal, the Non-Federal Sponsor may obtain a second appraisal, and the fair market value shall be the amount set forth in the Non-Federal Sponsor's second appraisal, if such appraisal is approved by the Government. In the event the Government does not approve the Non-Federal Sponsor's second appraisal, the Non-Federal Sponsor chooses not to obtain a second appraisal, or the Non-Federal Sponsor does not provide the first appraisal as required in this paragraph, the Government shall obtain an appraisal, and the fair market value shall be the amount set forth in the Government's appraisal, if such appraisal is approved by the Non-Federal Sponsor. In the event the Non-Federal Sponsor does not approve the Government's appraisal, the Government, after consultation with the Non-Federal Sponsor, shall consider the Government's and the Non-Federal Sponsor's appraisals and determine an amount based thereon, which shall be deemed to be the fair market value.

b. Where the amount paid or proposed to be paid by the Non-Federal Sponsor for the real property interest exceeds the amount determined pursuant to paragraph C.2.a. of this Article, the Government, at the request of the Non-Federal Sponsor, shall consider all factors relevant to determining fair market value and, in its sole discretion, after consultation with the Non-Federal Sponsor, may approve in writing an amount greater than the amount determined pursuant to paragraph C.2.a. of this Article, but not to exceed the amount actually paid or proposed to be paid. If the Government approves such an amount, the fair market value shall be the lesser of the approved amount or the amount paid by the Non-Federal Sponsor, but no less than the amount determined pursuant to paragraph C.2.a. of this Article.

3. Eminent Domain Valuation Procedure. For lands, easements, or rights-of-way acquired by eminent domain proceedings instituted after the effective date of this Agreement, the Non-Federal Sponsor, prior to instituting such proceedings, shall submit to the Government notification in writing of its intent to institute such proceedings and an appraisal of the specific real property interests to be acquired in such proceedings. The Government shall have 60 calendar days after receipt of such a notice and appraisal within which to review the appraisal, if not previously approved by the Government in writing.

a. If the Government previously has approved the appraisal in writing, or if the Government provides written approval of, or takes no action on, the appraisal within such 60 day period, the Non-Federal Sponsor shall use the amount set forth in such appraisal as the estimate of just compensation for the purpose of instituting the eminent domain proceeding.

b. If the Government provides written disapproval of the appraisal, including the reasons for disapproval, within such 60 day period, the Government and the Non-Federal Sponsor shall consult in good faith to promptly resolve the issues or areas of disagreement that are identified in the Government's written disapproval. If, after such good faith consultation, the Government and the Non-Federal Sponsor agree as to an appropriate amount, then the Non-Federal Sponsor shall use that amount as the estimate of just compensation for the purpose of instituting the eminent domain proceeding. If, after such good faith consultation, the Government and the Non-Federal Sponsor cannot agree as to an appropriate amount, then the Non-Federal Sponsor may use the amount set forth in its appraisal as the estimate of just compensation for the purpose of instituting the eminent domain proceeding.

c. For lands, easements, or rights-of-way acquired by eminent domain proceedings instituted in accordance with paragraph C.3. of this Article, fair market value shall be either the amount of the court award for the real property interests taken, to the extent the Non-Federal Sponsor and the Government jointly determined such interests are required for construction, operation, and maintenance of the *Project*, or the amount of any stipulated settlement or portion thereof that the Government approves in writing.

4. Incidental Costs. For lands, easements, or rights-of-way acquired by the Non-Federal Sponsor within a five year period preceding the effective date of this Agreement, or at any time after the effective date of this Agreement, the value of the interest shall include the documented incidental costs of acquiring the interest, as determined by the Government, subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of costs. Such incidental costs shall include, but not necessarily be limited to, closing and title costs, appraisal costs, survey costs, attorney's fees, plat maps, mapping costs, actual amounts expended for payment of any relocation assistance benefits provided in accordance with Article III.C. of this Agreement, and other payments by the Non-Federal Sponsor for items that are generally recognized as compensable, and required to be paid, by applicable state law due to the acquisition of a real property interest in accordance with Article III of this Agreement. The value of the interests provided by the Non-Federal Sponsor in accordance with Article III.A. of this Agreement shall also include the documented costs of obtaining appraisals prepared for review by the Government pursuant to paragraph C.2.a. of this

Article subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of costs.

5. Waiver of Appraisal. Except as required by paragraph C.3. of this Article, the Government may waive the requirement for an appraisal pursuant to this paragraph if it determines that an appraisal is unnecessary because the valuation is uncomplicated and that the estimated fair market value of the real property interest is $10,000 or less based upon a review of available data. In such event, the Government and the Non-Federal Sponsor must agree in writing to the value of such real property interest in an amount not in excess of $10,000.

D. After consultation with the Non-Federal Sponsor, the Government shall determine the value of *relocations* in accordance with the provisions of this paragraph.

1. For a *relocation* other than a *highway*, the value shall be only that portion of *relocation* costs that the Government determines is necessary to provide a functionally equivalent facility, reduced by depreciation, as applicable, and by the salvage value of any removed items.

2. For a *relocation* of a *highway*, the value shall be only that portion of *relocation* costs that would be necessary to accomplish the *relocation* in accordance with the design standard that the State of Utah would apply under similar conditions of geography and traffic load, reduced by the salvage value of any removed items.

3. *Relocation* costs shall include, but not necessarily be limited to, actual costs of performing the *relocation*; planning, engineering and design costs; supervision and administration costs; and documented incidental costs associated with performance of the *relocation*, as determined by the Government. *Relocation* costs shall not include any costs due to *betterments*, as determined by the Government, nor any additional cost of using new material when suitable used material is available. *Relocation* costs shall be subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of costs.

4. The value to be included in *total project costs* for *relocations* performed within the *Project* boundaries is subject to satisfactory compliance with applicable Federal labor laws covering non-Federal construction, including, but not limited to, 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (revising, codifying and enacting without substantive change the provisions of the Davis-Bacon Act (formerly 40 U.S.C. 276a *et seq*.), the Contract Work Hours and Safety Standards Act (formerly 40 U.S.C. 327 *et seq*.) and the Copeland Anti-Kickback Act (formerly 40 U.S.C. 276c)). Notwithstanding any other provision of this Agreement, inclusion of the value of *relocations* in *total project costs* may be denied, in whole or in part, as a result of the Non-Federal Sponsor's failure to comply with its obligations under these laws.

E. Where the Government, on behalf of the Non-Federal Sponsor pursuant to Article II.L. of this Agreement, acquires lands, easements, or rights-of-way or performs *relocations*, the value to be included in *total project costs* in accordance with this Agreement shall be the costs of such work performed or provided by the Government that are paid by the Non-Federal Sponsor in

accordance with Article VI.D. of this Agreement. In addition, the value to be included in *total project costs* in accordance with this Agreement shall include the documented costs incurred by the Non-Federal Sponsor in accordance with the terms and conditions agreed upon in writing pursuant to Article II.L. of this Agreement subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of costs.

F. The Government shall include in *total project costs* the reasonable costs incurred by the Non-Federal Sponsor pursuant to Article II.B. of this Agreement that are associated with obtaining permits necessary for construction, operation, and maintenance of the *Project* on publicly owned or controlled lands, subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of costs.

ARTICLE V - PROJECT COORDINATION TEAM

A. To provide for consistent and effective communication, the Non-Federal Sponsor and the Government, not later than 30 calendar days after the effective date of this Agreement, shall appoint named senior representatives to a Project Coordination Team. Thereafter, the Project Coordination Team shall meet regularly until the end of the *period of design and construction*. The Government's Project Manager and a counterpart named by the Non-Federal Sponsor shall co-chair the Project Coordination Team.

B. The Government's Project Manager and the Non-Federal Sponsor's counterpart shall keep the Project Coordination Team informed of the progress of design and construction and of significant pending issues and actions, and shall seek the views of the Project Coordination Team on matters that the Project Coordination Team generally oversees.

C. Until the end of the *period of design and construction*, the Project Coordination Team shall generally oversee the *Project*, including matters related to: design; completion of all necessary NEPA coordination; plans and specifications; scheduling; real property and *relocation* requirements; real property acquisition; contract awards and modifications; contract costs; the application of and compliance with 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (revising, codifying and enacting without substantive change the provisions of the Davis-Bacon Act (formerly 40 U.S.C. 276a *et seq*.), the Contract Work Hours and Safety Standards Act (formerly 40 U.S.C. 327 *et seq*.) and the Copeland Anti-Kickback Act (formerly 40 U.S.C. 276c)) for *relocations* and the construction portion of the *Project*; the investigations to identify the existence and extent of hazardous substances in accordance with Article XIV.A. of this Agreement; historic preservation activities in accordance with Article XVII of this Agreement; the Government's cost projections; final inspection of the entire *Project* or completed portions thereof as the case may be; preparation of the proposed OMRR&R Manual; anticipated requirements and needed capabilities for performance of operation, maintenance, repair, rehabilitation, and replacement of the *Project* including issuance of permits; and other matters related to the *Project*. This oversight of the *Project* shall be consistent with a project management plan developed by the Government and the Non-Federal Sponsor.

D. The Project Coordination Team may make recommendations to the Non-Federal Sponsor on matters related to the *Project* that the Project Coordination Team generally oversees, including suggestions to avoid potential sources of dispute. The Non-Federal Sponsor in good faith shall consider the recommendations of the Project Coordination Team. The Non-Federal Sponsor, having the legal authority and responsibility for design and construction of the *Project*, has the discretion to accept or reject, in whole or in part, the Project Coordination Team's recommendations except as otherwise required by the provisions of this Agreement, including compliance with applicable Federal, State, or local laws or regulations.

E. The Non-Federal Sponsor's costs of participation in the Project Coordination Team shall be included in *total project costs* and shared in accordance with the provisions of this Agreement, subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of costs. The Government's costs of participation in the Project Coordination Team shall be included in *total project costs* and shared in accordance with the provisions of this Agreement.

ARTICLE VI - METHOD OF PAYMENT

A. The Non-Federal Sponsor shall provide the Government with such documents as are sufficient to enable the Government to maintain current records and provide to the Non-Federal Sponsor current projections of costs, financial obligations, contributions provided by the parties, the value included in *total project costs* of lands, easements, rights-of-way, *relocations*, and permit costs determined in accordance with Article IV of this Agreement, and the costs included in *total project costs* for the *pre-Agreement design work* determined in accordance with Article II.N. of this Agreement.

1. As of the effective date of this Agreement, *total project costs* are projected to be $6,670,000; the Government's share of *total project costs* is projected to be $5,000,000; the Non-Federal Sponsor's share of *total project costs* is projected to be $1,670,000; *total project costs* to be incurred by the Government are projected to be $150,000; *total project costs* to be incurred by the Non-Federal Sponsor are projected to be $6,520,000; total reimbursements in accordance with paragraph B.2. of this Article are projected to be $4,850,000; the value included in *total project costs* of lands, easements, rights-of-way, *relocations*, and permit costs determined in accordance with Article IV of this Agreement is projected to be $125,000; the costs included in *total project costs* for the *pre-Agreement design work* determined in accordance with Article II.N. of this Agreement are projected to be $200,000; the Government's share of financial obligations for data recovery activities pursuant to Article XVII.E. of this Agreement is projected to be $0; the Non-Federal Sponsor's share of financial obligations for data recovery activities pursuant to Article XVII.E. of this Agreement is projected to be $0; and the Government's total financial obligations to be incurred for acquisition of lands, easements, or rights-of-way or performance of *relocations* for the *Project* on behalf of the Non-Federal Sponsor and the Non-Federal Sponsor's contribution of funds for such obligations required by Article II.L. of this Agreement are projected to be $0. These amounts are estimates subject to adjustment by the

Government, after consultation with the Non-Federal Sponsor, and are not to be construed as the total financial responsibilities of the Government and the Non-Federal Sponsor.

2. By December 31, 2010 and by each quarterly anniversary thereof until the conclusion of the *period of design and construction* and resolution of all relevant claims and appeals and eminent domain proceedings, the Government shall provide the Non-Federal Sponsor with a report setting forth all contributions provided to date and the current projections of the following: *total project costs*; the Government's share of *total project costs*; the Non-Federal Sponsor's share of *total project costs*; *total project costs* incurred by the Government; *total project costs* incurred by the Non-Federal Sponsor; total reimbursements paid to the Non-Federal Sponsor; the value included in *total project costs* of lands, easements, rights-of-way, *relocations*, and permit costs determined in accordance with Article IV of this Agreement; the costs included in *total project costs* for the *pre-Agreement design work* determined in accordance with Article II.N. of this Agreement; the Government's share of financial obligations for data recovery activities pursuant to Article XVII.E. of this Agreement; the Non-Federal Sponsor's share of financial obligations for data recovery activities pursuant to Article XVII.E. of this Agreement; and the Government's total financial obligations to be incurred for acquisition of lands, easements, or rights-of-way or performance of *relocations* for the *Project* on behalf of the Non-Federal Sponsor and the Non-Federal Sponsor's contribution of funds for such obligations required by Article II.L. of this Agreement.

B. The Government, subject to the availability of funds, shall reimburse the Non-Federal Sponsor, in accordance with the provisions of this paragraph, the amount required pursuant to Article II.D. of this Agreement.

1. Periodically, but not more frequently than once every 30 calendar days, the Non-Federal Sponsor shall provide the Government with a *sufficient invoice* for costs the Non-Federal Sponsor has incurred for the *Project*.

2. Upon receipt of such *sufficient invoice*, the Government shall review the costs identified therein and shall determine: (a) the amount to be included in *total project costs*, subject to the limitations in Article II.C. of this Agreement; (b) the total costs incurred by the parties to date (including the value of lands, easements, rights-of-way, and *relocations*, and the costs of permits determined in accordance with Article IV of this Agreement); (c) each party's share of *total project costs* and the costs of data recovery activities in accordance with Article XVII.E. of this Agreement incurred by the parties to date; (d) the costs incurred by each party to date; (e) the total amount of reimbursements the Government has made to date in accordance with this paragraph; (f) the balance of Federal funds available for the *Project*, as of the date of such review; (g) the amount of reimbursement, if any, due to the Non-Federal Sponsor; and (h) the amount that actually will be paid to the Non-Federal Sponsor (hereinafter the "payment amount") if the amount of reimbursement determined above cannot be fully paid due to an insufficiency of Federal funds or the limitations of the *Section 595 Program Limit for rural Utah* or the *Section 102 Limit*.

3. Within 30 calendar days after receipt of the *sufficient invoice* provided in accordance with paragraph B.1. of this Article (hereinafter the "payment period"), the Government shall: furnish the Non-Federal Sponsor written notice of the determinations made in accordance with paragraph B.2. of this Article; provide an explanation, if necessary, of why the payment amount is less than the amount of reimbursement determined due to the Non-Federal Sponsor; and make a payment to the Non-Federal Sponsor equal to the payment amount.

4. If the payment amount is not paid by the end of the payment period, the designated payment office shall credit to the Non-Federal Sponsor's account an interest penalty on the payment amount, without request from the Non-Federal Sponsor. Unless prescribed by other Federal authority, the interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the first day after the end of the payment period.

a. The interest penalty shall accrue daily from the first day after the end of the payment period through the date on which the payment is made. Accruals shall be compounded at 30 calendar day intervals through the date on which the payment is made.

b. The interest penalty shall not accrue, nor be compounded, during suspension of all of the Government's future performance or during suspension of only the Government's future performance to provide reimbursement. Further no interest penalty shall accrue, nor be compounded, upon termination of this Agreement under Article XIII of this Agreement.

C. Upon conclusion of the *period of design and construction* and resolution of all relevant claims and appeals and eminent domain proceedings, the Government shall conduct a final accounting and furnish the Non-Federal Sponsor with written notice of the results of such final accounting. If outstanding relevant claims and appeals or eminent domain proceedings prevent a final accounting from being conducted in a timely manner, the Government shall conduct an interim accounting and furnish the Non-Federal Sponsor with written notice of the results of such interim accounting. Once all outstanding relevant claims and appeals and eminent domain proceedings are resolved, the Government shall amend the interim accounting to complete the final accounting and furnish the Non-Federal Sponsor with written notice of the results of such final accounting. The interim or final accounting, as applicable, shall determine *total project costs* and the costs of any data recovery activities. In addition, for each set of costs, the interim or final accounting, as applicable, shall determine each party's required share thereof, and each party's total contributions thereto as of the date of such accounting.

1. Should the interim or final accounting, as applicable, show that the Government's total required shares of *total project costs* and the costs of any data recovery activities exceed the Government's total contributions provided thereto, the Government, no later than 90 calendar days after completion of the interim or final accounting, as applicable, shall make a payment to the Non-Federal Sponsor, subject to the availability of funds and as limited by the *Section 595 Program Limit for rural Utah* and the *Section 102 Limit*, in an amount equal to the difference.

2. Should the interim or final accounting, as applicable, show that the total contributions provided by the Government for *total project costs* and the costs of any data recovery activities exceed the Government's total required shares thereof, the Non-Federal Sponsor shall refund the excess amount to the Government within 90 calendar days of the date of completion of such accounting by delivering a check payable to "FAO, USAED, SACRAMENTO – L2" to the District Engineer or by providing an Electronic Funds Transfer in accordance with procedures established by the Government. In the event the Government is due a refund and funds are not available to refund the excess to the Government, the Non-Federal Sponsor shall seek such appropriations as are necessary to make the refund.

D. The Non-Federal Sponsor shall provide the contribution of funds required by Article II.L. of this Agreement for acquisition of lands, easements, or rights-of-way or performance of *relocations* for the *Project* on behalf of the Non-Federal Sponsor in accordance with the provisions of this paragraph.

1. Not less than 60 calendar days prior to the scheduled date for the first financial obligation for acquisition of lands, easements, or rights-of-way or performance of *relocations* for the *Project* on behalf of the Non-Federal Sponsor, the Government shall notify the Non-Federal Sponsor in writing of such scheduled date and of the full amount of funds the Government determines to be required from the Non-Federal Sponsor to cover the costs of such work. No later than 30 calendar days prior to the Government incurring any financial obligation for acquisition of lands, easements, or rights-of-way or performance of *relocations* for the *Project* on behalf of the Non-Federal Sponsor, the Non-Federal Sponsor shall provide the Government with the full amount of the funds required to cover the costs of such work by delivering a check payable to "FAO, USAED, SACRAMENTO – L2" to the District Engineer, or verifying to the satisfaction of the Government that the Non-Federal Sponsor has deposited the required funds in an escrow or other account acceptable to the Government, with interest accruing to the Non-Federal Sponsor, or by presenting the Government with an irrevocable letter of credit acceptable to the Government for the required funds, or by providing an Electronic Funds Transfer of the required funds in accordance with procedures established by the Government.

2. The Government shall draw from the funds provided by the Non-Federal Sponsor such sums as the Government deems necessary to cover the Government's financial obligations for acquisition of lands, easements, or rights-of-way or performance of *relocations* for the *Project* on behalf of the Non-Federal Sponsor as they are incurred. If at any time the Government determines that the Non-Federal Sponsor must provide additional funds to pay for such work, the Government shall notify the Non-Federal Sponsor in writing of the additional funds required and provide an explanation of why additional funds are required. Within 30 calendar days from receipt of such notice, the Non-Federal Sponsor shall provide the Government with the full amount of the additional required funds through any of the payment mechanisms specified in paragraph D.1. of this Article.

3. At the time the Government conducts the interim or final accounting, as applicable, the Government shall conduct an accounting of the Government's financial obligations incurred for acquisition of lands, easements, or rights-of-way or performance of

relocations for the *Project* on behalf of the Non-Federal Sponsor and furnish the Non-Federal Sponsor with written notice of the results of such accounting. If outstanding relevant claims and appeals or eminent domain proceedings prevent a final accounting of such work from being conducted in a timely manner, the Government shall conduct an interim accounting of such work and furnish the Non-Federal Sponsor with written notice of the results of such interim accounting. Once all outstanding relevant claims and appeals and eminent domain proceedings are resolved, the Government shall amend the interim accounting to complete the final accounting and furnish the Non-Federal Sponsor with written notice of the results of such final accounting. Such interim or final accounting, as applicable, shall determine the Government's total financial obligations for acquisition of lands, easements, or rights-of-way or performance of *relocations* for the *Project* on behalf of the Non-Federal Sponsor and the Non-Federal Sponsor's contribution of funds provided thereto as of the date of such accounting.

a. Should the interim or final accounting, as applicable, show that the total obligations for acquisition of lands, easements, or rights-of-way or performance of *relocations* for the *Project* on behalf of the Non-Federal Sponsor exceed the total contribution of funds provided by the Non-Federal Sponsor for such work, the Non-Federal Sponsor, no later than 90 calendar days after receipt of written notice from the Government, shall make a payment to the Government in an amount equal to the difference by delivering a check payable to "FAO, USAED, SACRAMENTO – L2" to the District Engineer or by providing an Electronic Funds Transfer in accordance with procedures established by the Government.

b. Should the interim or final accounting, as applicable, show that the total contribution of funds provided by the Non-Federal Sponsor for acquisition of lands, easements, or rights-of-way or performance of *relocations* for the *Project* on behalf of the Non-Federal Sponsor exceeds the total obligations for such work, the Government, subject to the availability of funds, shall refund the excess amount to the Non-Federal Sponsor within 90 calendar days of the date of completion of such accounting. In the event the Non-Federal Sponsor is due a refund and funds are not available to refund the excess amount to the Non-Federal Sponsor, the Government shall seek such appropriations as are necessary to make the refund.

ARTICLE VII - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to both parties. Each party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

ARTICLE VIII – OPERATION, MAINTENANCE, REPAIR, REHABILITATION, AND REPLACEMENT (OMRR&R)

A. Upon completion of construction and final inspection by the Government in accordance with Article II.A.6. of this Agreement, the Non-Federal Sponsor, pursuant to Article II.G. of this Agreement, shall operate, maintain, repair, rehabilitate, and replace the entire *Project*, or a completed portion thereof as the case may be, at no cost to the Government. The Non-Federal Sponsor shall conduct its operation, maintenance, repair, rehabilitation, and replacement responsibilities in a manner compatible with the *Project's* authorized purposes and in accordance with specific directions prescribed by the Government in the interim or final OMRR&R Manual and any subsequent amendments thereto.

B. The Non-Federal Sponsor hereby gives the Government a right to enter, at reasonable times and in a reasonable manner, upon property that the Non-Federal Sponsor now or hereafter owns or controls for access to the *Project* for the purpose of inspection, if the Government determines an inspection to be necessary. If an inspection shows that the Non-Federal Sponsor for any reason is failing to perform its obligations under this Agreement, the Government shall send a written notice describing the non-performance to the Non-Federal Sponsor.

ARTICLE IX – HOLD AND SAVE

The Non-Federal Sponsor shall hold and save the Government free from all damages arising from design, construction, operation, maintenance, repair, rehabilitation, and replacement of the *Project* and any *betterments*, except for damages due to the fault or negligence of the Government or its contractors.

ARTICLE X - MAINTENANCE OF RECORDS AND AUDIT

A. Not later than 60 calendar days after the effective date of this Agreement, the Government and the Non-Federal Sponsor shall develop procedures for keeping books, records, documents, or other evidence pertaining to costs and expenses incurred pursuant to this Agreement. These procedures shall incorporate, and apply as appropriate, the standards for financial management systems set forth in the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments at 32 C.F.R. Section 33.20. The Government and the Non-Federal Sponsor shall maintain such books, records, documents, or other evidence in accordance with these procedures and for a minimum of three years after completion of the accounting for which such books, records, documents, or other evidence were required. To the extent permitted under applicable Federal laws and regulations, the Government and the Non-Federal Sponsor shall each allow the other to inspect such books, records, documents, or other evidence.

B. In accordance with 32 C.F.R. Section 33.26, the Non-Federal Sponsor is responsible for complying with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507), as implemented

by Office of Management and Budget (OMB) Circular No. A-133 and Department of Defense Directive 7600.10. Upon request of the Non-Federal Sponsor and to the extent permitted under applicable Federal laws and regulations, the Government shall provide to the Non-Federal Sponsor and independent auditors any information necessary to enable an audit of the Non-Federal Sponsor's activities under this Agreement. The costs of any non-Federal audits performed in accordance with this paragraph shall be allocated in accordance with the provisions of OMB Circulars A-87 and A-133, and such costs as are allocated to the *Project* shall be included in *total project costs* and shared in accordance with the provisions of this Agreement.

C. In accordance with 31 U.S.C. 7503, the Government may conduct audits in addition to any audit that the Non-Federal Sponsor is required to conduct under the Single Audit Act Amendments of 1996. Any such Government audits shall be conducted in accordance with Government Auditing Standards and the cost principles in OMB Circular No. A-87 and other applicable cost principles and regulations. The costs of Government audits performed in accordance with this paragraph shall be included in *total project costs* and shared in accordance with the provisions of this Agreement.

ARTICLE XI - FEDERAL AND STATE LAWS

In the exercise of their respective rights and obligations under this Agreement, the Non-Federal Sponsor and the Government shall comply with all applicable Federal and State laws and regulations, including, but not limited to: Section 601 of the Civil Rights Act of 1964, Public Law 88-352 (42 U.S.C. 2000d) and Department of Defense Directive 5500.11 issued pursuant thereto; Army Regulation 600-7, entitled "Nondiscrimination on the Basis of Handicap in Programs and Activities Assisted or Conducted by the Department of the Army"; and all applicable Federal labor standards requirements including, but not limited to, 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (revising, codifying and enacting without substantive change the provisions of the Davis-Bacon Act (formerly 40 U.S.C. 276a *et seq*.), the Contract Work Hours and Safety Standards Act (formerly 40 U.S.C. 327 *et seq*.) and the Copeland Anti-Kickback Act (formerly 40 U.S.C. 276c)).

ARTICLE XII - RELATIONSHIP OF PARTIES

A. In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsor each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other.

B. In the exercise of its rights and obligations under this Agreement, neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights the other party may have to seek relief or redress against that contractor either pursuant to any cause of action that the other party may have or for violation of any law.

ARTICLE XIII - TERMINATION OR SUSPENSION

A. If at any time the Non-Federal Sponsor fails to fulfill its obligations under this Agreement, the Assistant Secretary of the Army (Civil Works) shall terminate this Agreement or suspend the Government's future performance under this Agreement.

B. In the event all of the Government's future performance under this Agreement or only the Government's future performance to provide reimbursement is suspended pursuant to Article II.E.2. of this Agreement such suspension shall remain in effect until such time that the Government notifies the Non-Federal Sponsor in writing that sufficient Federal funds are available to meet the Federal share of *total project costs* and the Federal share of costs for data recovery activities in accordance with Article XVII.D. and Article XVII.E. of this Agreement the Government projects to be incurred through the then-current or upcoming *fiscal year*, or the Government or the Non-Federal Sponsor elects to terminate this Agreement.

C. In the event that the Government and the Non-Federal Sponsor determine to suspend future performance under this Agreement in accordance with Article XIV.C. of this Agreement, such suspension shall remain in effect until the Government and the Non-Federal Sponsor agree to proceed or to terminate this Agreement. In the event that the Government suspends future performance under this Agreement in accordance with Article XIV.C. of this Agreement due to failure to reach agreement with the Non-Federal Sponsor on whether to proceed or to terminate this Agreement, or the failure of the Non-Federal Sponsor to provide funds to pay for cleanup and response costs or to otherwise discharge the Non-Federal Sponsor's responsibilities under Article XIV.C. of this Agreement, such suspension shall remain in effect until: 1) the Government and Non-Federal Sponsor reach agreement on how to proceed or to terminate this Agreement; 2) the Non-Federal Sponsor provides funds necessary to pay for cleanup and response costs and otherwise discharges its responsibilities under Article XIV.C. of this Agreement; or 3) the Government terminates this Agreement in accordance with the provisions of Article XIV.C. of this Agreement.

D. If after completion of the design portion of the *Project* the parties mutually agree in writing not to proceed with construction of the *Project*, the parties shall conclude their activities relating to the *Project* and conduct an accounting in accordance with Article VI.C. of this Agreement.

E. In the event that this Agreement is terminated pursuant to this Article or Article II.E. or Article XIV.C. of this Agreement, both parties shall conclude their activities relating to the *Project* and conduct an accounting in accordance with Article VI.C. of this Agreement. The Government may reserve a percentage of total Federal funds made available for the *Project* as a contingency to pay costs of termination. Notwithstanding such termination, the Non-Federal Sponsor may continue with design and construction of the *Project*, at no cost to the Government.

F. Any termination of this Agreement or suspension of future performance under this Agreement in accordance with this Article or Article II.E. or Article XIV.C. of this Agreement shall not relieve the parties of liability for any obligation previously incurred. Any delinquent

payment owed by the Non-Federal Sponsor shall be charged interest at a rate, to be determined by the Secretary of the Treasury, equal to 150 per centum of the average bond equivalent rate of the 13 week Treasury bills auctioned immediately prior to the date on which such payment became delinquent, or auctioned immediately prior to the beginning of each additional 3 month period if the period of delinquency exceeds 3 months.

ARTICLE XIV - HAZARDOUS SUBSTANCES

A. After execution of this Agreement and coordination with the Government, the Non-Federal Sponsor shall perform, or ensure performance of, any investigations for hazardous substances that the Government or the Non-Federal Sponsor determines to be necessary to identify the existence and extent of any hazardous substances regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (hereinafter "CERCLA") (42 U.S.C. 9601-9675), that may exist in, on, or under lands, easements, and rights-of-way that either the Non-Federal Sponsor and the Government jointly determine pursuant to Article III of this Agreement, or that the Non-Federal Sponsor otherwise determines, to be required for construction, operation, and maintenance of the *Project*. However, for lands, easements, and rights-of-way that the Government determines to be subject to the navigation servitude, only the Government shall perform such investigations unless the District Engineer provides the Non-Federal Sponsor with prior specific written direction, in which case the Non-Federal Sponsor shall perform such investigations in accordance with such written direction.

1. All actual costs incurred by the Non-Federal Sponsor for such investigations for hazardous substances in, on, or under any lands, easements, or rights-of-way that the Non-Federal Sponsor and the Government jointly determine to be required for construction, operation, and maintenance of the *Project*, pursuant to Article III of this Agreement, shall be included in *total project costs* and shared in accordance with the provisions of this Agreement, subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of costs.

2. All actual costs incurred by the Government for such investigations for hazardous substances shall be included in *total project costs* and shared in accordance with the provisions of this Agreement.

B. In the event it is discovered through any investigation for hazardous substances or other means that hazardous substances regulated under CERCLA exist in, on, or under any lands, easements, or rights-of-way that either the Non-Federal Sponsor and the Government jointly determine pursuant to Article III of this Agreement, or that the Non-Federal Sponsor otherwise determines, to be required for construction, operation, and maintenance of the *Project*, the Non-Federal Sponsor and the Government, in addition to providing any other notice required by applicable law, shall provide prompt written notice to each other, and the Non-Federal Sponsor shall not proceed with the acquisition of the real property interests until the parties agree that the Non-Federal Sponsor should proceed.

C. The Government and the Non-Federal Sponsor shall determine whether to initiate construction of the *Project*, or, if already in construction, whether to continue with construction of the *Project*, suspend future performance under this Agreement, or terminate this Agreement, in any case where hazardous substances regulated under CERCLA are found to exist in, on, or under any lands, easements, or rights-of-way that either the Non-Federal Sponsor and the Government jointly determine pursuant to Article III of this Agreement, or that the Non-Federal Sponsor otherwise determines, to be required for construction, operation, and maintenance of the *Project*. Should the Government and the Non-Federal Sponsor determine to initiate or continue with construction of the *Project* after considering any liability that may arise under CERCLA, the Non-Federal Sponsor shall be responsible, as between the Government and the Non-Federal Sponsor, for the costs of cleanup and response, including the costs of any studies and investigations necessary to determine an appropriate response to the contamination. Such costs shall not be considered a part of *total project costs*. In the event the Non-Federal Sponsor does not reach agreement with the Government on whether to proceed or to terminate this Agreement under this paragraph, or fails to provide any funds necessary to pay for cleanup and response costs or to otherwise discharge the Non-Federal Sponsor's responsibilities under this paragraph upon direction by the Government, the Government, in its sole discretion, may either terminate this Agreement or suspend its future performance under this Agreement, including reimbursement pursuant to Article II.D. of this Agreement.

D. The Non-Federal Sponsor and the Government shall consult with each other in accordance with Article V of this Agreement in an effort to ensure that responsible parties bear any necessary cleanup and response costs as defined in CERCLA. Any decision made pursuant to paragraph C. of this Article shall not relieve any third party from any liability that may arise under CERCLA.

E. As between the Government and the Non-Federal Sponsor, the Non-Federal Sponsor shall be considered the operator of the *Project* for purposes of CERCLA liability. To the maximum extent practicable, the Non-Federal Sponsor shall operate, maintain, repair, rehabilitate, and replace the *Project* in a manner that will not cause liability to arise under CERCLA.

ARTICLE XV - NOTICES

A. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or sent by telegram or mailed by first-class, registered, or certified mail, as follows:

If to the Non-Federal Sponsor:

Mayor
Coalville City, Utah
10 N. Main Street
Coalville, UT 84017

If to the Government:

District Engineer
Sacramento District, U.S. Army Corps of Engineers
1325 J Street
Sacramento, CA 95814

B. A party may change the address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

C. Any notice, request, demand, or other communication made pursuant to this Article shall be deemed to have been received by the addressee at the earlier of such time as it is actually received or seven calendar days after it is mailed.

ARTICLE XVI - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

ARTICLE XVII - HISTORIC PRESERVATION

A. The Government shall ensure compliance with Section 106 of the National Historic Preservation Act (16 U.S.C. 470f; hereinafter "Section 106") prior to initiation of construction by the Non-Federal Sponsor. At the Government's request, the Non-Federal Sponsor shall prepare information, analyses, and recommendations as required by Section 106 and implementing regulations. Any costs incurred by the Non-Federal Sponsor relating to compliance with this paragraph shall be included in *total project costs* and shared in accordance with the provisions of this Agreement, subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of costs. Any costs incurred by the Government relating to compliance with this paragraph shall be included in *total project costs* and shared in accordance with the provisions of this Agreement.

B. The Non-Federal Sponsor shall perform any identification, survey, evaluation, or mitigation (except for data recovery activities) of historic properties the Government determines necessary for the *Project*, in accordance with this paragraph.

1. The Non-Federal Sponsor shall ensure that its studies are conducted by qualified archaeologists, historians, architectural historians and historic architects, as appropriate, who meet, at minimum, the Secretary of the Interior's Professional Qualifications Standards. The Non-Federal Sponsor shall submit study plans and reports to the Government for review and approval and shall be responsible for resolving any deficiencies.

2. In the event the Government determines that mitigation (except for data recovery activities) should be undertaken due to possible adverse effects to significant archeological or historical properties, the Non-Federal Sponsor shall formulate a plan in consultation with the Government and any other parties involved in the development of a Memorandum of Agreement executed in accordance with Section 106.

3. The Non-Federal Sponsor shall be responsible for implementing mitigation (except for data recovery activities) prior to the initiation of any construction activities affecting historic properties.

4. Any costs of identification, survey, evaluation, and mitigation (except for data recovery activities) of historic properties incurred by the Non-Federal Sponsor pursuant to paragraph B. of this Article shall be included in *total project costs* and shared in accordance with the provisions of this Agreement, subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of costs.

C. The Non-Federal Sponsor shall include provisions in all of its construction contracts for the protection of cultural resources discovered during construction. These provisions shall include, at a minimum, the requirement to cease all work in the immediate area of a discovered cultural resource until the situation is properly evaluated, and the requirement to immediately provide verbal and written notice to the Non-Federal Sponsor and Government in the event of such discovery. Upon receipt of notice that cultural resources have been discovered, the Government, pursuant to its responsibilities under the National Historic Preservation Act, must authorize further action or study before construction may continue. If the Government concludes that such discovery warrants consultation under the National Historic Preservation Act, the Non-Federal Sponsor shall participate as a consulting party. In such a case, construction shall not continue until the Government sends written notification to the Non-Federal Sponsor. Where the Non-Federal Sponsor elects to perform the construction using its own forces, the same procedures shall be followed.

D. The Government, as it determines necessary for the *Project*, shall perform any data recovery activities associated with historic preservation. As specified in Section 7(a) of Public Law 86-523, as amended by Public Law 93-291 (16 U.S.C. 469c(a)), the costs of data recovery activities associated with historic preservation for this *Project* and all other projects in rural Utah implemented pursuant to the Section 595 Program shall be borne entirely by the Government up to the statutory limit of one percent of the total amount authorized to be appropriated to the Government for the Section 595 Program in rural Utah. None of the costs of data recovery activities shall be included in *total project costs*.

E. The Government shall not incur costs for data recovery activities that exceed the statutory one percent limit specified in paragraph D. of this Article unless and until the Assistant Secretary of the Army (Civil Works) has waived that limit, and the Secretary of the Interior has concurred in the waiver, in accordance with Section 208(3) of Public Law 96-515, as amended (16 U.S.C. Section 469c-2(3)). Any costs of data recovery activities that exceed the one percent limit shall not be included in *total project costs* but shall be shared between the Non-Federal

E. The Government shall not incur costs for data recovery activities that exceed the statutory one percent limit specified in paragraph D. of this Article unless and until the Assistant Secretary of the Army (Civil Works) has waived that limit, and the Secretary of the Interior has concurred in the waiver, in accordance with Section 208(3) of Public Law 96-515, as amended (16 U.S.C. Section 469c-2(3)). Any costs of data recovery activities that exceed the one percent limit shall not be included in *total project costs* but shall be shared between the Non-Federal Sponsor and the Government consistent with the cost sharing requirements of the Section 595 Program, as follows: 25 percent will be borne by the Non-Federal Sponsor and 75 percent will be borne by the Government.

ARTICLE XVIII - THIRD PARTY RIGHTS, BENEFITS, OR LIABILITIES

Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Engineer.

DEPARTMENT OF THE ARMY	COALVILLE CITY, UTAH
BY: _____	BY: _____
William J. Leady, P.E. Colonel, U.S. Army District Engineer	Duane S. Schmidt Mayor
DATE: _____	DATE: 8 · 30 · 2010

CERTIFICATE OF AUTHORITY

I, Sheldon S. Smith, do hereby certify that I am the principal legal officer of Coalville City, Utah, that Coalville City, Utah is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Department of the Army and Coalville City, Utah in connection with the Coalville Wastewater Project, Coalville City, Utah and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of this Agreement and that the persons who have executed this Agreement on behalf of Coalville City, Utah have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this 30th day of August, 2010.

Sheldon S. Smith
Coalville City Attorney

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Duane S. Schmidt
Mayor, Coalville City

DATE: 8 · 30 · 2010

Christina Osborn

From: Cindy Gooch
Sent: Monday, May 02, 2011 9:22 AM
To: Christina Osborn
Subject: FW: Please fill in submittal dates (past or future) & return asap
Attachments: Utah Environmental & Wetlands Consultant List.docx

Cindy Gooch
JUB Engineers Inc.
466 North 900 West
Kaysville, Utah 84075
Ph 801/547-0393 ~ Fax 801/547-0397 ~ Cell 801/643-1761

-----Original Message-----
From: Stoddard, Scott SPK [mailto:Scott.Stoddard@usace.army.mil]
Sent: Monday, September 27, 2010 12:39 PM
To: Cindy Gooch
Subject: RE: Please fill in submittal dates (past or future) & return asap

The Army Corps is the "lead Federal Agency" (an environmental legal term).
Because all of these project are about 700 miles away from our district office, almost each and every EA is drafted by a local environmental consultant. We cant dictate to the city who to use (but Sacramento has their preferences). Firms that have prepared Corps 595 EAs include Frontier, JBR, & recently Rocky Mtn Environmental.

We do have an HTRW person (through the end of the year/thinking about
retiring) so as soon as the facilities are sited we'll get him on - or he might be able to come Thursday morning.

We do recommend a local firm/former non-profit that has a long relationship with the archeologist in Sacramento AND charges much less than any other local archeologist I've run on to.

Attached is the list of consultants. Please look it over then call me and I'll tell you what I know about the 3 that the Corps has worked with so far.

Thanks Again Cindy!

Scott

-----Original Message-----
From: Cindy Gooch [mailto:cgooch@jub.com]
Sent: Monday, September 27, 2010 11:36 AM
To: Stoddard, Scott SPK
Subject: RE: Please fill in submittal dates (past or future) & return asap

JUB will be the engineer 35% March 2011 Final December 2011 We were under the impression that Army Corp. does the environmental is that not correct?

Cindy L. Gooch

Funding Specialist /Urban Planner

J-U-B Engineers, Inc.

466 North 900 West

Kaysville, Utah 84037

Ph -801-547-0393 Cell- 801-643-1761

Fax 801-547-0397

From: Stoddard, Scott SPK [mailto:Scott.Stoddard@usace.army.mil]
Sent: Monday, September 27, 2010 10:28 AM
To: Charlie Skewes; Ryan Jolley; Brian Barton; Lance Nielsen; Milt Hanks; Cindy Gooch; dneilsen@sunrise-eng.com
Subject: Please fill in submittal dates (past or future) & return asap

Project	(Environmental Consultant(s))	35% Design Submittal Date (approx ok)	Final Draft Plans/Specs Submittal Date
Highway 40	(Horrocks)	8 Oct 10	
"	"	8 Oct 10	
Cedarview	"	12 Nov 10	
Monticello	(Rocky Mtn)		
Emery Town	(JBR)		

Beaver Dam (HA&L, PPEG)

Eureka (undetermined)

Coalville (undetermined)

Thanks!

Scott Stoddard
Intermountain States Liaison
US Army Corps of Engineers
533 W 2600 S #150
Bountiful, UT 84010
Ph: 801.294.7033

From: Cindy Gooch
Sent: Monday, May 02, 2011 9:20 AM
To: Christina Osborn
Subject: FW: New 595 Project to Coordinate - Coalville Wastewater

Cindy Gooch
JUB Engineers Inc.
466 North 900 West
Kaysville, Utah 84075
Ph 801/547-0393 ~ Fax 801/547-0397 ~ Cell 801/643-1761

-----Original Message-----
From: Stoddard, Scott SPK [mailto:Scott.Stoddard@usace.army.mil]
Sent: Wednesday, September 29, 2010 7:47 AM
To: Daren Rasmussen; Cindy Gooch; Jencks, Hollis G
Cc: Dave Marble
Subject: RE: New 595 Project to Coordinate - Coalville Wastewater

Thanks very much Daren - We appreciate your quick response -

Thanks Again!

Scott

-----Original Message-----
From: Daren Rasmussen [mailto:darenrasmussen@utah.gov]
Sent: Wednesday, September 29, 2010 7:45 AM
To: cgooch@jub.com; Jencks, Hollis G; Stoddard, Scott SPK
Subject: RE: New 595 Project to Coordinate - Coalville Wastewater

I have reviewed the information/siteplans provided regarding the 595 Coalville Wastewater Treatment Plant Project and it is determined that no Stream Alteration Permit would be required.
=Daren

- - Daren Rasmussen, PG, Stream Alterations & Dam Safety, STATE ENGINEER'S OFFICE
darenrasmussen@utah.gov / ph.801-538-7377 / fax
801-538-7442
1594 W North Temple, Suite 220, PO Box 146300, Salt Lake City, Utah
84114-6300
^^~~<><~~~<><~~~~~~~~~~~<><~~~~~~
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>>> "Stoddard, Scott SPK" <Scott.Stoddard@usace.army.mil> 09/17/10 2:48
~~~

>>> PM >>>
Thanks Hollis-

Cindy - how far along is the design? Will there be any project features in the SW corner that Hollis is referring to.

If there are proposed project features that can't be re-sited then he has offered to make a site visit this fall to see what will be needed by way of WL delineation/permitting.

Daren: Any stream alt/GP-40 feedback?

Thanks Again ALL!

Scott

-----Original Message-----
From: Jencks, Hollis G
Sent: Friday, September 17, 2010 8:51 AM
To: 'Cindy Gooch'; Stoddard, Scott SPK; Daren Rasmussen
Subject: RE: New 595 Project to Coordinate - Coalville Wastewater Treatment Plant

Scott-

Looks like there maybe some wetland issues in the southwest corner. A wetland delineation might be required depending on the extent of the wetland area. I am going to have to make a site visit to verify if a delineation is neccessary.

Thanks
Hollis

-----Original Message-----
From: Cindy Gooch [mailto:cgooch@jub.com]
Sent: Friday, September 17, 2010 8:39 AM
To: Stoddard, Scott SPK; Daren Rasmussen; Jencks, Hollis G
Subject: RE: New 595 Project to Coordinate - Coalville Wastewater Treatment Plant

Here are the maps of the property and the site plan. If you have any question let us know. I also have attached a map that shows the current location of the sewer plant and the alternative site as they are located within the city.

Cindy L. Gooch

Funding Specialist /Urban Planner

J-U-B Engineers, Inc.

466 North 900 West

Kaysville, Utah 84037

Ph -801-547-0393 Cell- 801-643-1761

Fax 801-547-0397

From: Stoddard, Scott SPK [mailto:Scott.Stoddard@usace.army.mil]
Sent: Wednesday, September 15, 2010 8:04 PM
To: Daren Rasmussen; Jencks, Hollis G
Cc: Cindy Gooch
Subject: New 595 Project to Coordinate - Coalville Wastewater Treatment Plant

Daren/Hollis:

The city's engineer/designer JUB has indicated this project will all be in upland. They are generating an aerial now with the plant and all project features superimposed and will provide to you as soon as possible. Please respond as appropriate via email or letter at your earliest convenience.
(Cindy Gooch is the designated city's engineer and poc for this project - please feel free to contact her with any questions you may have).

Thanks!

Scott Stoddard
Intermountain States Liaison
US Army Corps of Engineers
533 W 2600 S #150
Bountiful, UT 84010
Ph: 801.294.7033

Christina Osborn

From: Cindy Gooch
Sent: Monday, May 02, 2011 9:20 AM
To: Christina Osborn
Subject: FW: New 595 Project to Coordinate - Coalville Waste water Treatment Plant
Attachments: HollisJenks; CarlCole

Cindy Gooch
JUB Engineers Inc.
466 North 900 West
Kaysville, Utah 84075
Ph 801/547-0393 ~ Fax 801/547-0397 ~ Cell 801/643-1761

-----Original Message-----
From: Stoddard, Scott SPK [mailto:Scott.Stoddard@usace.army.mil]
Sent: Thursday, September 30, 2010 11:38 AM
To: Cindy Gooch
Cc: Trevor Lindley; James Goodley; Robert Whiteley; Sheldon Smith; Mayor Schmidt
Subject: RE: New 595 Project to Coordinate - Coalville Waste water Treatment Plant

Thanks to all involved this morning.

Wetlands: Looks like the easiest and best way to avoid the small wetland area in the southeast corner will be to just pull back the fence to the road in that corner. Should be easy!

Hazardous and Toxic Review: Strongly recommend that the FIRST item of business once the property is acquired is to remove the old , tanks, barrels the old building(s) and everything there - that most of us would call "junk".
All of this could either be considered by some to be or contain hazardous and toxic waste. (Mayor I think you told me this would be the first "to do"
after the property is acquired).

Attached are Carl's and Hollis' contact info as requested

Thanks Again!

Scott Stoddard
Corps of Engineers
801.294.7033x1

-----Original Message-----
From: Cindy Gooch [mailto:cgooch@jub.com]
Sent: Friday, September 24, 2010 9:03 AM
To: Stoddard, Scott SPK; Jencks, Hollis G
Cc: Trevor Lindley; James Goodley; Robert Whiteley; Sheldon Smith; Mayor Schmidt
Subject: RE: New 595 Project to Coordinate - Coalville Waste water Treatment Plant

The 30th at 9:00 will work for everyone including the landowner. So it is a go. I think that Scott Hollis Should meet Jim and Robert at the Coalville City Building just before 9:00 am then they can drive you to the property.
Let's plan on that!

Cindy L. Gooch
Funding Specialist /Urban Planner
J-U-B Engineers, Inc.
466 North 900 West
Kaysville, Utah 84037
Ph -801-547-0393 Cell- 801-643-1761
Fax 801-547-0397

-----Original Message-----
From: Stoddard, Scott SPK [mailto:Scott.Stoddard@usace.army.mil]
Sent: Wednesday, September 22, 2010 12:22 PM
To: Cindy Gooch; Jencks, Hollis G
Cc: Trevor Lindley; James Goodley; Robert Whiteley; Sheldon Smith; Mayor Schmidt
Subject: RE: New 595 Project to Coordinate - Coalville Waste water Treatment Plant

Thanks Cindy:

Hollis is tied up 27-29 and I have another meeting on the 28th. Is there a way to make next Thursday morning the 30th work for most?

Thanks Again!

Scott

-----Original Message-----
From: Cindy Gooch [mailto:cgooch@jub.com]
Sent: Wednesday, September 22, 2010 12:16 PM
To: Stoddard, Scott SPK; Jencks, Hollis G
Cc: Trevor Lindley; James Goodley; Robert Whiteley; Sheldon Smith; Mayor Schmidt
Subject: RE: New 595 Project to Coordinate - Coalville Waste water Treatment Plant

Scott and Hollis, the landowner indicated that he would allow us to do a site visit however he would like to be present. I indicated that it could be the 27th and he would like it to be in the morning or later in the afternoon.
Could you let me know if the 27th will work for you so that I can let the landowner know.

Thanks

Cindy L. Gooch
Funding Specialist /Urban Planner
J-U-B Engineers, Inc.
466 North 900 West
Kaysville, Utah 84037
Ph -801-547-0393 Cell- 801-643-1761
Fax 801-547-0397
-----Original Message-----
From: Stoddard, Scott SPK [mailto:Scott.Stoddard@usace.army.mil]
Sent: Friday, September 17, 2010 3:32 PM
To: Cindy Gooch; Jencks, Hollis G

Subject: RE: New 595 Project to Coordinate - Coalville Waste water Treatment Plant

Thanks Cindy - Hollis will give you a call - the best time for him will be the week of the 27th.

Thanks Again To You Both!

Scott

-----Original Message-----
From: Cindy Gooch [mailto:cgooch@jub.com]
Sent: Friday, September 17, 2010 3:22 PM
To: Stoddard, Scott SPK
Subject: Re: New 595 Project to Coordinate - Coalville Waste water Treatment Plant

That would be great! We could make arrangements any time

Sent using BlackBerry

----- Original Message -----
From: Stoddard, Scott SPK <Scott.Stoddard@usace.army.mil>
To: Cindy Gooch
Cc: Jencks, Hollis G <Hollis.G.Jencks@usace.army.mil>
Sent: Fri Sep 17 15:12:50 2010
Subject: RE: New 595 Project to Coordinate - Coalville Wastewater Treatment Plant

Thanks Cindy but that's precisely why I would feel better about having Hollis do a site walk - then you will know what area to avoid.

Thanks Again!

Scott

-----Original Message-----
From: Cindy Gooch [mailto:cgooch@jub.com]
Sent: Friday, September 17, 2010 3:11 PM
To: Stoddard, Scott SPK; Jencks, Hollis G; Daren Rasmussen
Subject: RE: New 595 Project to Coordinate - Coalville Wastewater Treatment Plant

Scott it is so preliminary that we can do anything that needs to be done!

Cindy L. Gooch
Funding Specialist /Urban Planner
J-U-B Engineers, Inc.
466 North 900 West
Kaysville, Utah 84037
Ph -801-547-0393 Cell- 801-643-1761
Fax 801-547-0397
-----Original Message-----
From: Stoddard, Scott SPK [mailto:Scott.Stoddard@usace.army.mil]
Sent: Friday, September 17, 2010 2:48 PM
To: Jencks, Hollis G; Cindy Gooch; Daren Rasmussen

Subject: RE: New 595 Project to Coordinate - Coalville Wastewater Treatment Plant

Thanks Hollis-

Cindy - how far along is the design? Will there be any project features in the SW corner that Hollis is referring to.

If there are proposed project features that can't be re-sited then he has offered to make a site visit this fall to see what will be needed by way of WL delineation/permitting.

Daren: Any stream alt/GP-40 feedback?

Thanks Again ALL!

Scott

-----Original Message-----
From: Jencks, Hollis G
Sent: Friday, September 17, 2010 8:51 AM
To: 'Cindy Gooch'; Stoddard, Scott SPK; Daren Rasmussen
Subject: RE: New 595 Project to Coordinate - Coalville Wastewater Treatment Plant

Scott-

Looks like there maybe some wetland issues in the southwest corner. A wetland delineation might be required depending on the extent of the wetland area. I am going to have to make a site visit to verify if a delineation is neccessary.

Thanks
Hollis

-----Original Message-----
From: Cindy Gooch [mailto:cgooch@jub.com]
Sent: Friday, September 17, 2010 8:39 AM
To: Stoddard, Scott SPK; Daren Rasmussen; Jencks, Hollis G
Subject: RE: New 595 Project to Coordinate - Coalville Wastewater Treatment Plant

Here are the maps of the property and the site plan. If you have any question let us know. I also have attached a map that shows the current location of the sewer plant and the alternative site as they are located within the city.

Cindy L. Gooch

Funding Specialist /Urban Planner

J-U-B Engineers, Inc.

466 North 900 West

Kaysville, Utah 84037

Ph -801-547-0393 Cell- 801-643-1761

Fax 801-547-0397

From: Stoddard, Scott SPK [mailto:Scott.Stoddard@usace.army.mil]
Sent: Wednesday, September 15, 2010 8:04 PM
To: Daren Rasmussen; Jencks, Hollis G
Cc: Cindy Gooch
Subject: New 595 Project to Coordinate - Coalville Wastewater Treatment Plant

Daren/Hollis:

The city's engineer/designer JUB has indicated this project will all be in upland. They are generating an aerial now with the plant and all project features superimposed and will provide to you as soon as possible. Please respond as appropriate via email or letter at your earliest convenience.
(Cindy Gooch is the designated city's engineer and poc for this project
- please feel free to contact her with any questions you may have).

Thanks!

Scott Stoddard
Intermountain States Liaison
US Army Corps of Engineers
533 W 2600 S #150
Bountiful, UT 84010
Ph: 801.294.7033

Christina Osborn

From: Cindy Gooch
Sent: Monday, May 02, 2011 9:20 AM
To: Christina Osborn
Subject: FW: Coalville
Attachments: Coalville HTRW Site Inspection.docx

Cindy Gooch
JUB Engineers Inc.
466 North 900 West
Kaysville, Utah 84075
Ph 801/547-0393 ~ Fax 801/547-0397 ~ Cell 801/643-1761

-----Original Message-----
From: Stoddard, Scott SPK [mailto:Scott.Stoddard@usace.army.mil]
Sent: Monday, October 04, 2010 3:39 PM
To: Cindy Gooch
Subject: FW: Coalville

Please read below and the attached draft and then give me a call.

Thanks Again Cindy!

Scott

-----Original Message-----
From: Cole, Carl E SPK
Sent: Monday, October 04, 2010 2:16 PM
To: Stoddard, Scott SPK
Subject: Coalville

Hi Scott,

I have been pondering what to say about the Coalville site since our visit. I have tried several different ways of wording the conclusions and finally decided to send a draft with two potential conclusions. I am not comfortable with saying the site is "cleared" for construction, because I should not be the one making that decision. I want to let you folks know that there is some potential for petroleum contamination of the site. If we elect to proceed, we may see some contamination in excavated soil, and there could be some petroleum contamination in the groundwater.

Another conclusion could be that since there is no documented evidence of a spill, then we could assume the site to be uncontaminated.

I think that if I were preparing a Phase I Environmental Assessment that I would provide the report to the potential buyer, and they would decide whether or not to purchase. Or they might decide to perform an investigation to determine if there have been any spills. I have documented what I observed and recorded.

Please take a look at the attachment and we can discuss.

Regards,

Carl E. Cole

Geologist

USACE-SPK-ED-GG

Cell Phone (801) 971-1704

Desk Phone (435)-833-3341

Fax (435) 833-2839

WRDA Section 595 HTRW Survey
Project: Proposed Sewage Treatment Facility
Coalville, Utah

1. Project: This project was authorized under Section 595, Environmental Infrastructure, of the Water Resources Development Act of 1999 as amended, to construct a sewage treatment project at Coalville, Utah. A Project Partnership Agreement was signed by the Mayor of Coalville, Utah and the District Engineer for Sacramento District Corps of Engineers on 1 September 2010. JUB Engineers, Inc was selected by the sponsor to perform the design and construction management. Funding for the project was acquired through the Sacramento District of the U.S. Army Corps of Engineers, Sacramento, CA. The Project Manager and POC for the project is Mr. Scott Stoddard of the Intermountain Office located in Bountiful, Utah.

2. Location, Setting and Description of the Site: Coalville is located in Summit County in northeastern Utah. It is within the Rocky Mountain physiographic province. The town is located just east of Interstate Highway 80, approximately 45 miles northeast of Salt Lake City.

As shown on Attachment 1, the proposed project includes a sewage treatment facility to be located at the western edge of Coalville.

3. Records Review: A review of the USEPA Enforcement and Compliance History Online (ECHO) database and the Utah Department of Environmental Quality (DEQ) database revealed no documented hazardous releases in the area of the proposed treatment facility.

4. Site Reconnaissance: On 29 September, 2010, the undersigned performed an HTRW site reconnaissance of the proposed project in the company of the following:

Mr. Duane Schmidt	Coalville City Mayor
Mr. Sheldon Smith	Coalville City Attorney
Mr. Scott Stoddard	USACE, Sacramento Project Manager
Mr. Hollis Jenks	USACE, Regulatory Project Manager
Mr. Dan Blonquist	Property Owner
Mr. James Goodley	JUB Engineers
Mr. Robert Whiteley	JUB Engineers

Mr. James Goodley provided drawings and location information for the project.

The entire project was inspected on foot.

It was apparent that most of the site has only been used for agricultural purposes.

At the middle of the eastern edge of the property an auto repair shop and associated storage units occupies the ground. No HTRW released were visible at the surface. Mr. Blonquist stated that in previous years, this area was occupied by fuel storage tanks belonging to the abandoned railroad adjacent to the eastern edge of the property. The railroad grade is now occupied by a recreational trail.

An old shed was observed in the northeastern part of the property. Numerous old fuel tanks were stored around the shed. Most of the tanks appeared to be fuel tanks from vehicles and farm equipment. One tank appeared to be an oil tank. One LPG type tank was observed. A partially full 55 gallon drum was labeled Dexron III & Mercon ATF. Several buckets of calcium hypochlorite were stored at the front of the shed. A large steel storage tank of several hundred gallons capacity was stored at the back of the shed. None of the containers appeared to be leaking and no stains or odors were apparent. However, part of the area was covered by grass.

5. Conclusion: The records review was performed for this site on 23 September 2010 and a site inspection was performed on 29 September 2010. The record review revealed no potential HTRW problems. No staining or odors were evident near the old shed, the auto repair shop or at the old fuel tank site. However before purchasing the property, these containers should be removed and a thorough inspection of the ground should be performed. A shovel could be used to clear grass and dig down several inches to see if there is any staining or odor. The historical tank sites have the potential for having had spills in the past. This could have had the effect of contaminating groundwater at the site.

Or

Because the site has the potential for subsurface contamination, I recommend that a Phase I Environmental Site Assessment be performed in accordance with ASTM 1527-05.

Carl E. Cole
Geologist
US Army Corps of Engineers, Sacramento

ATTACHMENT 1

PHOTOGRAPHS & PROJECT MAPS

Photo 1 Looking northeast from southern end of site. Auto repair shop shown near middle of photo

Photo 2 Looking southwest from northeast corner of site

Photo 3 Looking southeast at old shed with tanks etc. in area

Christina Osborn

From: Cindy Gooch
Sent: Monday, May 02, 2011 9:25 AM
To: Christina Osborn
Subject: FW: Updated Plan for Reg Review

Cindy Gooch
JUB Engineers Inc.
466 North 900 West
Kaysville, Utah 84075
Ph 801/547-0393 ~ Fax 801/547-0397 ~ Cell 801/643-1761

From: Stoddard, Scott SPK [mailto:Scott.Stoddard@usace.army.mil]
Sent: Thursday, October 14, 2010 6:54 PM
To: Cindy Gooch
Subject: Updated Plan for Reg Review

Hi Cindy:

As I discussed with the guys in the field, it seemed like all we need to do is to move the south fence line a little north - to the south edge of the utility roadway and we will be clear of the wetlands in the se corner of the property. Please get that revised drawing to Hollis (& cc me so I can remind him) to take action on it.

Thanks Again Cindy!

PS – Please advise me about what you found on your HTRW visit to the site when you can.

Scott Stoddard
Intermountain States Liaison
US Army Corps of Engineers
533 W 2600 S #150
Bountiful, UT 84010
Ph: 801.294.7033

Christina Osborn

From: Cindy Gooch
Sent: Monday, May 02, 2011 9:24 AM
To: Christina Osborn
Subject: FW: "20 Questions" for 595 Eas
Attachments: Project Design Data Requirements for a 595 EA.doc

Cindy Gooch
JUB Engineers Inc.
466 North 900 West
Kaysville, Utah 84075
Ph 801/547-0393 ~ Fax 801/547-0397 ~ Cell 801/643-1761

From: Stoddard, Scott SPK [mailto:Scott.Stoddard@usace.army.mil]
Sent: Tuesday, October 26, 2010 8:46 AM
To: Charlie Skewes; Judy Imlay; Bill Bigelow; Lance Nielsen; Ryan Jolley; Megan Robinson; Jeff Albrecht; dnielsen@sunrise-eng.com; Cindy Gooch; Jeremey A. LeBeau; dwenger@frontiercorp.net
Cc: Adams, Stefanie L SPK; Montag, Melissa L SPK; Stevenson, Lynne L SPK; Hucks, Creg D SPK; Powers, James C SPK
Subject: "20 Questions" for 595 Eas

Hi All:

I hope everyone is

If each of you Project Design Engineers can provide the information identified on the attached data sheet to your respective environmental consultants in the very near future , that will help them immensely in preparing the EAs (& Environmental Consultants, I would suggest sending a copy of the completed checklist to Sacramento along with your draft EA). That way EVERYONE is clear as to what each project is and what it consists of (as well as what it isn't). I believe that a little time up front will save a LOT of time and frustration by the environmental folks playing "20 questions" about the project – both here and in Sacramento.

PS – the questions are written specific to a levee project but all of you astute project designers will have no trouble adapting them to your water supply and wastewater projects.

Thanks Again To All!

Scott Stoddard
Intermountain States Liaison
US Army Corps of Engineers
533 W 2600 S #150
Bountiful, UT 84010
Ph: 801.294.7033

Christina Osborn

From: Jencks, Hollis G SPK <Hollis.G.Jencks@usace.army.mil>
Sent: Thursday, July 07, 2011 8:11 AM
To: Trevor Lindley
Cc: Christina Osborn; Cindy Gooch; Stoddard, Scott SPK
Subject: RE: Coalville Site Visit Report
Attachments: Coalville SitePlan New WWTF.pdf

Trevor-

It looks like the flood protection berm and outfall structure would impact the wetland area in the southwest corner. This site plan would require a Section 404 Nationwide Permit verification from this office. A permit would also require a wetland delineation and cultural resource inventory. In order to qualify for a No Permit required verification the berm and outfall structure would need to be removed from the wetland area. I suggest realigning the berm around the wetland and relocating the outfall structure to avoid permitting.

If you have any questions please give me a call,

Hollis Jencks
Project Manager, Utah Regulatory Office
533 West 2600 South, Suite 150
Bountiful, Utah 84010
Phone: 801-295-8380 X 18
Fax: 801-295-8842

-----Original Message-----
From: Trevor Lindley [mailto:tlindley@jub.com]
Sent: Thursday, June 23, 2011 12:03 PM
To: Jencks, Hollis G SPK
Cc: Christina Osborn; Cindy Gooch; Stoddard, Scott SPK
Subject: Coalville Site Visit Report

Hollis,

I work with Cindy Gooch here in our Kaysville Utah office. Recall last fall Coalville City UT was a candidate for ACOE 595 funding. That money eventually was not available and we are not funded by 595 at this time.
However, we are pursuing other funding including SRF and USDA-RD monies. As part of both of those funding packages we are now doing the environmental review for the site; we are following USDA guidelines and they will be the lead agency reviewing the document and potentially issuing the FONSI.

We feel it would be helpful to our environmental review to have ACOE formalize the site visit observations from the ACOE's site visit to Coalville in September of 2010. I believe Scott Stoddard has mentioned this request.
Attached is a figure that could help in your site observation report.

Thanks in advance,

Trevor R. Lindley, P.E.

Project Manager

Water & Wastewater

J-U-B ENGINEERS, Inc.

466 N. 900 W.

Kaysville, UT 84037

p | 801 547 0393 c | 801 725 5641 e | tlindley@jub.com <mailto:tlindley@jub.com>

THE J-U-B FAMILY OF COMPANIES:

www.jub.com <http://www.jub.com/> | www.gatewaymapping.com <http://www.gatewaymapping.com/> | www.langdongroupinc.com <http://www.langdongroupinc.com/>

Plot Date:6/23/2011 10:56 AM Plotted By: Jason Miller
Date Created:6/23/2011 F:\PROJECTS\JUB\COALVILLE\5508956 LAND ACQUISITION\CAD\ALTERNATIVE6_SITEPLAN.DWG

J-U-B
Engineers • Surveyors • Planners

J-U-B ENGINEERS, INC.
466 North 900 West
Kaysville, Utah 84037
Phone: 801.547.0393
Fax: 801.547.0397
www.jub.com

PRELIMINARY PLANS

NOT FOR CONSTRUCTION

NO.	REVISION	BY	APPR.	DATE
	DESCRIPTION			

PROPOSED WASTEWATER TREATMENT FACILITY
COALVILLE CITY CORPORATION

FACILITY PLAN UPDATE
ALTERNATIVE 6 - CONVENTIONAL ACTIVATED SLUDGE AT NEW SITE
CONCEPTUAL SITE PLAN

FILE: ALTERNATIVE-6_SITEPLAN
JUB PROJ. #:
DRAWN BY: JDM
DESIGN BY: JJG
CHECKED BY:
ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 6/23/2011
SHEET NUMBER:
1

DEPARTMENT OF THE ARMY
U.S. ARMY ENGINEER DISTRICT, SACRAMENTO
CORPS OF ENGINEERS
1325 J STREET
SACRAMENTO, CALIFORNIA 95814-2922

February 2, 2011

Honorable Duane S. Schmidt
Mayor of Coalville City
10 North Main
Coalville, UT 84017

Subject: Coalville City – 595 Funding for Wastewater Treatment Facility
Dear Mayor Schmidt:

Per your request this letter is a follow-up to the email that was sent to you on December 23, 2010 with the disappointing news concerning the lack of 595 funds for Coalville City and the other communities. The following is a copy of that e-mail:

> *I just got off the phone with Senator Bennett's staff (following a long meeting the other day when Congress decided NOT to pass the Omnibus bill with the $525M for Rural Utah 595). He has requested that in order to preserve funding for those 13 projects that are already in the construction phase, that all design and environmental 595 Project efforts STOP for the foreseeable future. (Environmental in Sacramento was just notified also).*
> *The projects that must go on the shelf immediately are:*
>
> - *Emerytown,*
> - *Roosevelt,*
> - *Duchesne,*
> - *Cedarview,*
> - *Eureka,*
> - *Coalville,*
> - *Whiterocks (upper pipeline)*
>
> *We will honor our portion of the design and environmental expenses incurred to date – 23 December 2010. (Even with the above stoppages, we are still several million short on the projects already in construction and hoping for a BIG "miracle" or several small ones.)*
> *Sorry to be the bearer of bad news right before the holidays (but Senator Bennett did everything possible, right up until the last minute).*
> *Thanks Again!*
> *Scott Stoddard*

This letter is just reiterating the fact that the funding will not be available to Coalville and the other communities at this time. Although the Project Partnership Agreement was signed and approved, funding for the 595 Program and reimbursements through it, are subject to the availability of funds as appropriated by each Congress (as identified in the agreement). The immediate past Congress did not to pass a Federal budget or Omnibus for the current Fiscal Year - 2011. If and when future appropriations are received, each community will be notified based on their closeness to construction. If you have any question please feel free to contact me.

Sincerely

Scott Stoddard

Scott Stoddard
Rural Utah 595 Program Manager
US Army Corps of Engineers

APPENDIX F
RAIL TRAIL EASEMENT

E A S E M E N T

Historic Rail Trail (RTSP-E98)

An Easement for vehicular access across the Historic Rail Trail on 100 North and 200 North in Coalville City, Utah.

THE STATE OF UTAH, by and through the Utah Division of State Parks and Recreation, GRANTOR, doing business at 1594 W. North Temple, Suite 116, Salt Lake City, Utah, 84116, hereby grants for the sum of One Dollar ($1.00) and other good and valuable consideration, to Coalville City Corporation, GRANTEE, doing business at 35 North Main, Coalville City, Utah, 84017, the right to vehicular access (Exhibit A) across the GRANTOR's property, more particularly described as follows:

Access Easements located in the City of Coalville, Summit County, Utah, Section 8, Township 2 North, Range 5 East, Salt Lake Base and Meridian.

Access 1 (200 North Street)

Beginning on a point being North 2301.42 feet and West 1553.09 feet from the Southeast corner of Section 8, Township 2 North, Range 5 East, Salt Lake Base and Meridian; thence S.75°45'00"W. 100.86 feet; thence N.21°43'31"W. 60.51 feet; N.75°45'00"E 100.86 feet; thence N.21°43'31"W. 60.51 feet to the point of beginning. Containing: 6051 sq ft., 0.139 of an acre, more or less.

Access 2 (100 North Street)

Beginning on a point being North 1379.72 feet and West 1185.83 feet from the Southeast corner of Section 8, Township 2 North, Range 5 East, Salt Lake Base and Meridian; thence S.65°33'16"W. 100.11 feet; thence N.21°43'31"W 66.07 feet; N.65°33'16"E. 100.11 feet; thence N.21°43'31"W. 66.07 feet to the point of beginning. Containing: 6607 sq ft., 0.152 of an acre, more or less.

Purpose: The purpose of this easement is to accommodate and facilitate vehicular access across the Historic Rail Trail to the adjacent waste water treatment plant by the employees and agents of the Coalville City Corporation (see Exhibit A). Pursuant to federal and state regulations, the city's access across the Historic Rail Trail cannot prevent or burden potential rail service or public interim leisure uses of the Historic Union Pacific Railroad Rail Trail running from Park City and Phoston to Coalville, Utah and beyond.

Term: This easement is granted in perpetuity for the purposes described herein and may only be maintained consistent with the statutes and regulations of the Utah Division of Parks and Recreation, Department of Natural Resources and the Railroad Revitalization and Regulatory Reform Act of 1976 (16 U.S.C. Sec.-1247(d). This easement is subject to the following terms

and conditions and any valid and existing rights.

1. GRANTEE shall pay for all cost and expense related to construction, maintenance, operation, repair, inspection, protection, removal and replacement of the facilities and hold GRANTOR harmless from any and all liability (including expenses for attorney's fees) which may arise from such activities. In the event that such construction, maintenance, operation, repair, inspection, protection, removal and replacement of the facilities disturbs or otherwise injures the trail, the GRANTEE, at its expense, shall promptly, upon the request of the GRANTOR, restore the site as nearly as practicable to its original condition. After construction the GRANTEE shall ensure the trail will be restored to the same condition or better than it was before the project: areas that are excavated will be repaired to match the existing grade and materials, roadbase shall be used to backfill the trail, the trail shall be compacted and rolled, if settling occurs, additional materials shall be brought in, compacted and rolled to match the existing trail grade. If the area to be excavated is paved the following specs are to be followed: the asphalt must be saw cut, when back filling select fill must be used and capped with road base to a minimum of 8-inches compacted to 96% below asphalt, asphalt depth to be existing asphalt plus 1-inch compacted to 96%. Damage to bridge surfaces or boards if equipment crosses any of these structures, shall be repaired at the sole expense of the GRANTEE. If any signs are damaged or removed, the GRANTEE will need repair/replace the signs and return them to their original location. If any fencing is removed, the fence shall be repaired and replaced in its original location. If any of these or other impacts occurs, the GRANTEE will be responsible for all material costs and labor costs associated with repairing the property. Additionally, the GRANTEE shall make arrangements with Mountain Trails Foundation for access through the gates for their equipment and to notify of the installation schedule so public notice may be given. The trail may not be closed to public access during construction unless the public's safety is a risk. If the GRANTEE will require any trail closure the GRANTEE must contact Mountain Trails Foundation and negotiate the closure schedule and any public notice requirements.

2. This EASEMENT is subject to the National Trail System's Act, 16 U.S.C. § 1247(d) and 49 C.F.R. § 1152.29 ("Trails Act") providing for the preservation of discontinued railroad rights-of-way by "banking" the rights-of-way for possible future reactivation, and in the interim, making the railroad corridor available for use as a recreational trail.

3. GRANTEE shall contact all existing easement holders and cooperate with them with respect to where and how material may be removed so as not to cause damage to existing easements.

4. GRANTEE agrees that, for good cause shown, at any time during the term of this easement, the GRANTOR may require that the amount of an existing bond be increased or if a bond has not been previously required, GRANTOR may require GRANTEE to post with the Division a bond with an approved corporate surety company authorized to transact business in the State of Utah, or such other surety as may be acceptable to the GRANTOR, in a penal sum to

be determined by GRANTOR, said bond to be conditioned upon full compliance with all terms and conditions of this easement and the rules relating hereto. The amount of this bond shall not be deemed to limit any liability of GRANTEE.

5. GRANTEE assumes liability for and agrees to indemnify GRANTOR for and against any and all liability, including attorney's fees, of any nature imposed upon, incurred by, or asserted against GRANTOR which in any way relates to or arises out of the activity or presence upon the easement of GRANTEE, its servants, employees, agents, subleases, assignees or invitees.

6. This easement may be terminated by GRANTOR upon breach of any conditions hereof. If GRANTOR determines that the GRANTEE, its assigns or successors in interest have breached any conditions of this easement, GRANTOR shall notify the breaching party (parties) in writing by certified mail, return receipt requested, specifying the particular breach. The breaching party (parties) shall have sixty (60) days from the date of such notice, or such longer period as may be required under the circumstances as approved by the GRANTOR to correct such breach. If breaching party (parties) fails (fail) to correct such breach within such period, GRANTOR may terminate this easement upon sixty (60) days notice; provided, however, such termination shall not release breaching party (parties) from liability for damage prior to such termination.

7. The acquisition or assumption by another party under an agreement with the GRANTEE of any right or obligation of the GRANTEE under this easement shall be ineffective as to the GRANTOR unless and until GRANTOR shall have been notified of such agreement and shall have recognized and approved the same in writing, and in no case shall such recognition or approval: (i) operate to relieve the GRANTEE of the responsibilities or liabilities assumed by GRANTEE hereunder; or (ii) be given unless such other party is acceptable to GRANTOR as a GRANTEE, and assumes in writing all of the obligations of the GRANTEE under the terms of this easement as to the balance of the term thereof, or acquires the rights in trust as security and subject to such conditions as may be necessary for the protection of the public interests. This paragraph does not obligate the GRANTOR to approve any agreement of assignment or sublease of this easement which approval may be withheld for any reason to protect the interests of the GRANTOR.

8. GRANTEE shall at all times observe reasonable precautions to prevent fire on said easement and shall comply with all applicable laws and regulations of any governmental agency having jurisdiction.

9. GRANTEE shall surrender to GRANTOR said lands in a condition similar to the original land contour in order to allow the area to properly drain. Rehabilitation shall be done with the approval and to the specifications of the GRANTOR.

10. GRANTEE, in exercising the privileges granted by this easement, shall comply with the provisions of all valid Federal, State, County, and Municipal laws, ordinances, and

regulations which are applicable to the subject tract and operations covered by this easement. GRANTEE shall neither commit nor permit any waste on the easement premises. GRANTEE shall take reasonable precautions to prevent pollution or deterioration of lands or waters which may result from the exercise of the privileges granted pursuant to this easement and shall refrain from nuisance or waste upon the premises.

11. GRANTOR herein reserves the right to utilize said easement for access to and from the lands owned by GRANTOR on both sides of said easement.

12. It is expressly understood and agreed that the right herein granted is non-exclusive and GRANTOR hereby reserves the right to issue other non-exclusive easements, leases, or permits on or across the subject property where such uses are appropriate and compatible or to dispose of the property by sale or exchange.

13. GRANTOR expressly reserves the right to lease said land for the exploration, development and production of oil, gas and all other minerals, together with the right of ingress and egress across said easement; provided that no drilling of oil wells shall be conducted, nor will mining shafts be located within the boundaries of said easement.

14. It is hereby understood and agreed that all treasure-trove and all articles of antiquity in or upon the subject lands are and shall remain the property of the GRANTOR. GRANTEE shall report any discovery of a "site" or "Specimen" to the GRANTOR and the Division of State History in compliance with Utah Code Ann. §§ 9-8-101 et seq. and 9-9-101 et seq

15. GRANTOR claims title in fee simple, but does not warrant to GRANTEE the validity of title to these premises. GRANTEE shall have no claim for damages or refund against the GRANTOR for any claimed failure or deficiency of GRANTOR'S title to said lands or for interference by any third party.

16. GRANTOR reserves the right to inspect the area of operation at a later date and recall GRANTEE for correction of any violations of the above stipulations. If the GRANTEE fails to correct such violations within a reasonable time the GRANTOR may, after thirty (30) days written notice, re-enter and terminate this grant.

17. This easement is granted pursuant to the provisions of all applicable laws and subject to the rules of the departments and agencies of the State of Utah presently in effect and to such laws and rules as may be hereafter promulgated by the State

18. Any notice contemplated herein to be served upon GRANTOR and GRANTEE shall be in writing and shall be deemed sufficient if deposited in the United States mail, postage prepaid and certified or registered, and addressed as follows:

GRANTEE	GRANTOR
Coalville City Corporation	Utah Division of State Parks and Recreation
35 North Main	ATTN: Lands & Environmental Coordinator
Coalville, Utah 84017	1594 W North Temple, Suite 116
	Salt Lake City, Utah 84114-6001

or at any such other address as GRANTEE may from time to time designate by written notice to GRANTOR.

19. This EASEMENT shall be interpreted and governed by the laws of the State of Utah and the provisions hereof shall inure to and be binding upon the successors and assigns of GRANTEE.

20. Good Faith Negotiations:

a. In the event of any dispute, claim, question, or disagreement arising from or relating to this easement or the GRANTOR's and/or GRANTEE's performance or breach, then they shall use their best reasonable efforts to settle the dispute, claim, question, or disagreement within thirty (30) days of receipt of notice of such dispute. To this end, they shall consult and negotiate with each other in good faith and attempt to reach a just and equitable solution satisfactory to both parties. The notice of dispute shall be delivered within ten (10) days of the date on which the GRANTOR and/or GRANTEE knew or should have known of the facts underlying the dispute, claim, question or disagreement or the claim shall be barred.

b. Although the GRANTOR and GRANTEE intend to negotiate in good faith, they agree that no party can be held liable in damages for an alleged breach of an obligation to negotiate in good faith. The parties further agree that neither the GRANTOR nor GRANTEE can be held liable for expenses incurred or opportunities foregone by the other in reliance on the party's agreement to negotiate in good faith.

21. Mediation:

a. If the GRANTOR and/or GRANTEE are unable to resolve the dispute, claim, question, or disagreement through good faith negotiations within thirty (30) days then either party may submit the matter to mediation by providing the other party with notice of intent to mediate. The notice of intent to mediate must be delivered

to the other party within ten (10) days of the completion of good faith negotiations.

b. The mediation shall be conducted in accordance with Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association (except for the rules requiring American Arbitration Association administration). The GRANTOR and GRANTEE shall bear equally the costs of the mediation. The parties will jointly appoint a mutually acceptable mediator, seeking assistance in such regard from American Arbitration Association, if they are unable to agree upon a mediator within three (3) business days of receipt of the notice of intent to meditate.

c. The GRANTOR and GRANTEE agree to participate in good faith in the mediation and related negotiations for a period of thirty (30) days or such additional time as they may mutually agree.

d. Although the GRANTOR and GRANTEE intend to mediate in good faith, they agree that no party can be held liable in damages for an alleged breach of an obligation to mediate in good faith. The GRANTOR and GRANTEE further agree that no party can be held liable for expenses incurred or opportunities foregone by the other in reliance on the party's agreement to mediate in good faith

e. The GRANTOR and GRANTEE may, but are not required to, retain the American Arbitration Association to administer the meditation proceedings.

22. Completion of, or a good faith effort to complete good faith negotiations and mediation under Paragraphs 20 & 21 is a condition precedent to GRANTOR's and GRANTEE's right to initiate court proceedings involving the easement, except for an action to enforce the obligation to negotiate or meditate.

23. GRANTEE consents to suit in the courts of the State of Utah in any dispute arising under the terms of this easement or as a result of operations carried on under this easement. GRANTEE agrees for itself, successors and assigns that any suit brought by the GRANTEE, its successors or assigns concerning this easement may be maintained only in the Utah State District Court of Salt Lake County.

IN WITNESS WHEREOF, the State of Utah, by and through the Utah Division of Parks and Recreation has caused these presents to be executed this 2nd day of November, 2009, by the Director.

GRANTOR: STATE OF UTAH
Utah Division of State Parks and Recreation
1594 West North Temple, Suite 116
Salt Lake City, Utah 84114-6001

Mary L. Tullius

Mary L. Tullius, Director

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On the 2nd day of November 2009, personally appeared before me **Mary L. Tullius**, who being by me duly sworn did say that she is the Director of the Utah Division of State Parks and Recreation, and said **Mary L. Tullius** acknowledged to me that she executed the same on behalf of the Division.

Given under my hand and seal this 2nd day of November, 2009.

My Commission Expires: 1 12 2012

Dolores F. Roberts
Notary Public
Residing at, Salt Lake County

Notary Public
DOLORES F. ROBERTS
1594 West North Temple, Suite 116
Salt Lake City, Utah 84114
My Commission Expires
January 12, 2012
State of Utah

GRANTEE: Coalville City Corporation
35 N Main
Coalville, Utah 84017

Mayor
By: Mayor

STATE OF)
: ss.
COUNTY OF SUMMIT)

NOTARY PUBLIC
SHANE SERIGHT
579041
My Commission Expires
JUNE 28 2013
STATE OF UTAH

On the 20th day of October, 2009, personally appeared before me, Duane Schmidt, who being by me duly sworn did say that he/she is the Mayor of Coalville City, and said Duane Schmidt, in my company, acknowledged to me that he/she executed the same.

Given under my hand and seal this 20th day of October, 2009.

My Commission Expires: 6/28/2013

Notary Public
residing at: Coalville

EXHIBIT A

PREPARED BY

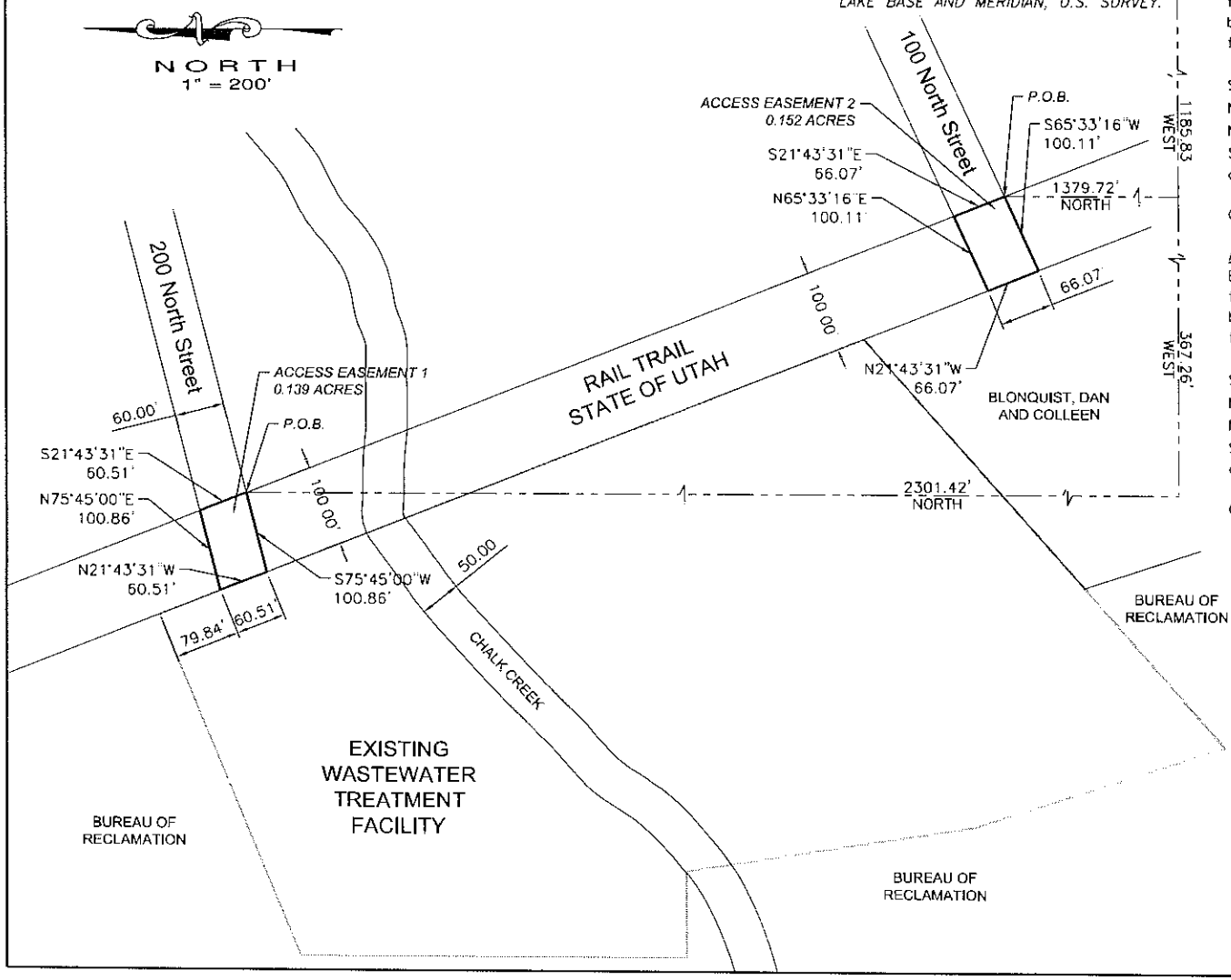
J·U·B

Engineers · Surveyors · Planners

466 NORTH 900 WEST
KAYSVILLE, UTAH 84037
801-547-0393
PROJECT #55-08-056
July 2009

EXHIBIT A

RAIL TRAIL CROSSINGS
100 NORTH & 200 NORTH
COALVILLE CITY, SUMMIT COUNTY, UTAH



BOUNDARY DESCRIPTION

The Southeast Corner of Section 8, Township 2 North, Range 5 East, Salt Lake Base and Meridian, Coalville City, Utah, and being described as follows:

ACCESS EASEMENT 1

Beginning at a point being North 2301.42 feet and West 1553.09 feet from the before mentioned corner section, thence as follows:

S 75°45'00" W	100.86 feet; thence
N 21°43'31" W	60.51 feet; thence
N 75°45'00" E	100.86 feet; thence
S 21°43'31" E	60.51 feet to the point of beginning.

Containing: 6,051 sq. ft. 0.139 acres

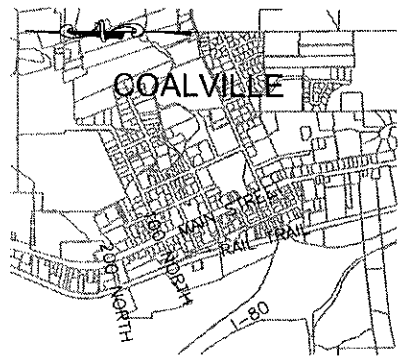
ACCESS EASEMENT 2

Beginning at a point being North 1379.72 feet and West 1185.83 feet from the before mentioned corner section, thence as follows:

S 65°33'16" W	100.11 feet; thence
N 21°43'31" W	66.07 feet; thence
N 65°33'16" E	100.11 feet; thence
S 21°43'31" E	66.07 feet to the point of beginning.

Containing: 6,607 sq. ft. 0.152 acres

VICINITY MAP



APPENDIX G
ANTI-DEGRADATION REVIEW

ANTIDEGRADATION REVIEW APPLICATION
UTAH DIVISION OF WATER QUALITY

Introduction

The objective of antidegradation rules and policies is to protect existing high quality waters and set forth a process for determining where and how much degradation is allowable for socially and/or economically important reasons.

In accordance with Utah Administrative Code (UAC R317-2-3), an antidegradation review (ADR) is a permit requirement for any project that will increase the level of pollutants in waters of the state. The rule outlines requirements for both Level I and Level II ADR reviews, as well as public comment procedures. This application is intended to assist the applicant and Division of Water Quality (DWQ) staff in complying with the rule but is not a substitute for the complete rule in R317-2-3.5. Additional details can be found in the *Utah Antidegradation Implementation Guidance* and relevant sections of the guidance are cited in this application form.

ADRs should be among the first steps of an application for a UPDES permit because the review helps establish project design expectations. ADRs are also required for any project taking place within a stream channel and for applications to fill wetlands as part of the Army Corps of Engineers 404 permitting process. The level of effort and amount of information required for the ADR depends on the nature of the project and the characteristics of the receiving water. <u>To avoid unnecessary delays in permit issuance, the Division of Water Quality (DWQ) recommends that the process be initiated at least one year prior to the date a final approved permit is required.</u>

This antidegradation application must be completed and approved by DWQ before any UPDES permit can be issued. DWQ will determine if the project will impair beneficial uses (Level I ADR) using information provided by the applicant. The applicant is responsible for conducting the Level II ADR, if necessary. For the permit to be approved, the Level II ADR must document that all feasible measures have been undertaken to minimize pollution for social or economically beneficial projects resulting in any increase in pollution to waters of the state.

Parts A, B, D, and G are required for all permits, whereas Parts C, E, and F are only required for Level II ADRs.

Once the application is complete, it should be signed, dated, and submitted to the DWQ staff member who is responsible for the UPDES permit or 401 Certification.

For additional clarification on the antidegradation application process and procedures, please contact Nicholas von Stackelberg (801-536-4374) or Jeff Ostermiller (801-536-4370).

Antidegradation Review Application

Part A: Applicant Information

Facility Name: Coalville City WWTF

Facility Owner: Coalville City

Facility Location: 100 North, 50 West Coalville, UT (west of Union Pacific Rail Trail)

Application Prepared By: J-U-B Engineers,Inc.

Receiving Water: UNT to Chalk Creek/Echo Reservoir

What Are the Designated Uses of the Receiving Water (R317-2-6)?

Domestic Water Supply: 1C
Recreation: 2B - Secondary Contact
Aquatic Life: 3A - Cold Water Aquatic Life
Agricultural Water Supply: 4
Great Salt Lake: None

Category of Receiving Water (R317-2-3.2, -3.3, and -3.4): Category 3

UPDES Permit Number (if applicable): UT0021288

Effluent Flow Reviewed: 0.50 MGD

<u>What is the application for? (check all that apply)</u>

☒ An application for a UPDES permit for a new facility or project.

☐ An expansion or modification of an existing wastewater treatment works that will result in an increase in the mass or concentration of a pollutant discharged to waters of the state.

☐ A permit renewal requiring limits for a pollutant not covered by the previous permit.

☐ An expansion or modification of an existing wastewater treatment works that will result in an increase in volume discharged over the volume used to obtain previous permit limits.

☐ A proposed UPDES permit renewal with no changes in facility operations.

Part B. Is a Level II ADR required?

This section of the application is intended to help applicants determine if a Level II ADR is required for specific permitted activities. In addition, the Executive Secretary may require a Level II ADR for an activity with the potential for major impact on the quality of waters of the state (R317-2-3.5a.1).

B1. The receiving water or downstream water is a Class 1C drinking water source.

☒ **Yes** A Level II ADR is required (Proceed to Part C of the Application)

☐ **No** (Proceed to Part B2 of the Application)

B2. The UPDES permit is new <u>or</u> is being renewed and the proposed effluent concentration and loading limits are higher than the concentration and loading limits in the previous permit and any previous antidegradation review(s).

☐ **Yes** (Proceed to Part B3 of the Application)

☐ **No** No Level II ADR is required and there is <u>no need to proceed further with application questions</u>.

B3. Will any pollutants use assimilative capacity of the receiving water, i.e. do the pollutant concentrations in the effluent exceed those in the receiving waters at critical conditions? For most pollutants, effluent concentrations that are higher than the ambient concentrations require an antidegradation review? For a few pollutants such as dissolved oxygen, an antidegradation review is required if the effluent concentrations are less than the ambient concentrations in the receiving water. (Section 3.3.3 of Implementation Guidance)

☐ **Yes** (Proceed to Part B4 of the Application)

☐ **No** No Level II ADR is required and there is <u>no need to proceed further with application questions</u>.

B4. Are water quality impacts of the proposed project temporary <u>and</u> limited (Section 3.3.4 of Implementation Guidance)? Proposed projects that will have temporary and limited effects on water quality can be exempted from a Level II ADR.

☐ **Yes** Identify the reasons used to justify this determination in Part B4.1 and proceed to Part G. No Level II ADR is required.

☐ **No** A Level II ADR is required (Proceed to Part C)

B4.1 Complete this question only if the applicant is requesting a Level II review exclusion for temporary <u>and</u> limited projects (see R317-2-3.5(b)(3) and R317-2-3.5(b)(4)). For projects requesting a temporary and limited exclusion please indicate the factor(s) used to justify this determination (check all that apply and provide details as appropriate) (Section 3.3.4 of Implementation Guidance):

☐ Water quality impacts will be temporary and related exclusively to sediment or turbidity and fish spawning will not be impaired.

Factors to be considered in determining whether water quality impacts will be temporary and limited:

a) The length of time during which water quality will be lowered: ☐
b) The percent change in ambient concentrations of pollutants: ☐
c) Pollutants affected: ☐
d) Likelihood for long-term water quality benefits: ☐
e) Potential for any residual long-term influences on existing uses: ☐
f) Impairment of fish spawning, survival and development of aquatic fauna excluding fish removal efforts: ☐

Additional justification, as needed: ☐

Level II ADR

Part C, D, E, and F of the application constitute the Level II ADR Review. The applicant must provide as much detail as necessary for DWQ to perform the antidegradation review. Questions are provided for the convenience of applicants; however, for more complex permits it may be more effective to provide the required information in a separate report. Applicants that prefer a separate report should record the report name here and proceed to Part G of the application.

Optional Report Name:

Part C. Is the degradation from the project socially and economically necessary to accommodate important social or economic development in the area in which the waters are located?

The applicant must provide as much detail as necessary for DWQ to concur that the project is socially and economically necessary when answering the questions in this section. The social and economic importance of publicly owned treatment works (POTWs) are typically considered self-evident and do not require detailed explanation. More information is available in Section 6.2 of the Implementation Guidance.

C1. The facility is a POTW and is necessary for economic and social growth of the serviced community.

☒ **Yes** (Proceed to Part D of the Application)

☐ No (Proceed to Part C1 of the Application)

C1. Describe the social and economic benefits that would be realized through the proposed project, including the number and nature of jobs created and anticipated tax revenues.

C3. Describe any environmental benefits to be realized through implementation of the proposed project.

C4. Describe any social and economic losses that may result from the project, including impacts to recreation or commercial development.

C5. Summarize any supporting information from the affected communities on preserving assimilative capacity to support future growth and development.

C6. Please describe any structures or equipment associated with the project that will be placed within or adjacent to the receiving water.

Part D. Identify and rank (from increasing to decreasing potential threat to designated uses) the parameters of concern.

Parameters of concern are parameters in the effluent at concentrations greater than ambient concentrations in the receiving water. The applicant is responsible for identifying parameter concentrations in the effluent and DWQ will provide parameter concentrations for the receiving water. More information is available in Section 3.3.3 of the Implementation Guidance.

Parameters of Concern:

Rank	Pollutant	Ambient Concentration (1)	Effluent Concentration(2)
1	Biochemical Oxygen Demand -5 Day (BOD5)		
	Summer	0.1 mg/L	<25 mg/L
	Fall	0.1 mg/L	<25 mg/L
	Winter	0.1 mg/L	<25 mg/L
	Spring	0.1 mg/L	<25 mg/L
2	Ammonia-Nitrogen (NH_3-N)		
	Summer	0.03 mg/L	<1.0 mg/L
	Fall	0.03 mg/L	<1.0 mg/L
	Winter	0.03 mg/L	<1.0 mg/L
	Spring	0.03 mg/L	<1.0 mg/L
3	Dissolved Oxygen (DO)		
	Summer	7.24 mg/L	>5.0 mg/L
	Fall	7.24 mg/L	>5.0 mg/L
	Winter	7.24 mg/L	>5.0 mg/L
	Spring	7.24 mg/L	>5.0 mg/L
4	Total Dissolved Solids (TDS)		
	Summer	339 mg/L	500-1000 mg/L
	Fall	339 mg/L	500-1000 mg/L
	Winter	339 mg/L	500-1000 mg/L
	Spring	339 mg/L	500-1000 mg/L
5	pH		
	Summer	8.2 S.U.	6.0 – 9.0 S.U.
	Fall	8.2 S.U.	6.0 – 9.0 S.U.
	Winter	8.2 S.U.	6.0 – 9.0 S.U.
	Spring	8.3 S.U.	6.0 – 9.0 S.U.
6	E-Coli	NA(3)	<126/ 100mL
7	Temperature		
	Summer	15.8 ^oC	15 ^oC
	Fall	5.2 ^oC	12 ^oC
	Winter	2.3 ^oC	8 ^oC

	Spring	9.8 ^{o}C	12 ^{o}C
8	Nitrate Nitrogen (NO_3-N)	4.0 mg/L(4)	<8 mg/L
9	Total Nitrogen (TN)	NA	<10 mg/L
10	Total Phosphorus (TP)	0.05 mg/L(4)	< 1.0 mg/L
11	Total Suspended Solids (TSS)	90 mg/L(4)	<25 mg/L

(1) Ambient concentrations based on WLA prepared by DWQ.
(2) Effluent concentrations estimated based on design criteria for proposed treatment process.
(3) NA indicates ambient data was Not Available.
(4) Concentration is a Pollution Indicator Target, not an ambient concentration.

Pollutants Evaluated that are not Considered Parameters of Concern:

Pollutant	Ambient Concentration	Effluent Concentration	Justification
Total Residual Chlorine	0 mg/L	0 mg/L	UV disinfection is proposed
Turbidity	NA	~10 NTU	Turbidity levels are expected to be comparable to ambient levels in receiving waters.
Oil and Grease	NA	<10 mg/L	Oil and grease will be effectively removed by the treatment process leaving very low concentrations in the effluent
Metals			Facility does not have any industrial dischargers and biosolids meet Class A/Exceptional Quality requirements indicating low metals concentrations.

Part E. Alternative Analysis Requirements of a Level II Antidegradation Review.

Level II ADRs require the applicant to determine whether there are feasible less-degrading alternatives to the proposed project. More information is available in Section 5.5 and 5.6 of the Implementation Guidance.

E1. The UPDES permit is being renewed without any changes to flow or concentrations. Alternative treatment and discharge options including changes to operations and maintenance were considered and compared to the current processes. No economically feasible treatment or discharge alternatives were identified that were not previously considered for any previous antidegradation review(s).

☐ **Yes** (Proceed to Part F)

☒ **No or Does Not Apply** (Proceed to E2)

E2. Attach as an appendix to this application a report that describes the following factors for all alternative treatment options (see 1) a technical description of the treatment process, including construction costs and continued operation and maintenance expenses, 2) the mass and concentration of discharge constituents, and 3) a description of the reliability of the system, including the frequency where recurring operation and maintenance may lead to temporary increases in discharged pollutants. Most of this information is typically available from a Facility Plan, if available.

Report Name: *City of Coalville Wastewater Facility Plan-Original Draft 2007 and Plan Update 2010.*

E3. Were any of the following alternatives feasible?

Alternative	Feasible	Reason Not Feasible/Affordable
Pollutant Trading	Not Feasible*	*Trading program has not been established*
Water Recycling/Reuse	Yes*	
Land Application	Yes*	
Connection to Other Facilities	No	*Distance to nearest facilities is prohibitive*
Upgrade to Existing Facility	Not Feasible	*Existing facility must be abandoned.*
Total Containment	No	*Cold and wet climate, resulting land requirements would be prohibitive.*
Improved O&M of Existing Systems	Not Applicable	*Existing facility must be abandoned.*
Seasonal or Controlled Discharge	Yes*	
New Construction	Yes**	
No Discharge	No	*Volume of discharge makes this impractical*

* See attachment for further discussion of these alternatives.

** See Facility Plan for discussion of this alternative.

E4. From the applicant's perspective, what is the preferred treatment option?

Coalville City's preferred treatment option is to construct a new mechanical treatment facility on land that the City owns. The proposed WWTF would use similar processes to those at the existing facility which has served the City very well over the past 30 years.

E5. Is the preferred option also the least polluting feasible alternative?

☐ **Yes**

☒ **No**

If no, what were less degrading feasible alternative(s)? Land Application, Recycling/Reuse, Seasonal or Controlled Discharge, Advanced Treatment Processes, Nutrient Trading

If no, provide a summary of the justification for not selecting the least polluting feasible alternative and if appropriate, provide a more detailed justification as an attachment.

Cost Prohibitive- see attached justification.

Part F. Optional Information

F1. Does the applicant want to conduct optional public review(s) in addition to the mandatory public review? Level II ADRs are public noticed for a thirty day comment period. More information is available in Section 3.7.1 of the Implementation Guidance.

☒ **No**

☐ **Yes**

F2. Does the project include an optional mitigation plan to compensate for the proposed water quality degradation?

☒ **No**

☐ **Yes**

Report Name:

Part G. Certification of Antidegradation Review

G1. Applicant Certification

The application should be signed by the same responsible person who signed the accompanying permit application or certification.

Based on my inquiry of the person(s) who manage the system or those persons directly responsible for gathering the information, the information in this application and associated documents is, to the best of my knowledge and belief, true, accurate, and complete.

Print Name: JAMES GOODLEY

Signature: James Goodley

Date: 12/22/11

G2. DWQ Approval

To the best of my knowledge, the ADR was conducted in accordance with the rules and regulations outlined in UAC R-317-2-3.

Water Quality Management Section

Print Name:_____

Signature:_____

Date:_____

Part E. - Alternatives Analyses

An alternatives analysis of preferred treatment methods has been provided in the City of Coalville Wastewater Treatment Facility Plan originally completed in 2007. The original Facility Plan considered four alternatives, three of which involved changes to the liquid stream treatment process. These alternatives included:

1. No Action
2. Expand Existing Ditch
3. Parallel Aerobic Process- IFAS System
4. MBR process

Each of these alternatives logically assumed the existing facilities and site would continue to be utilized in the future and be expanded or upgraded as necessary. However, the original plan found that the land on which the existing treatment facility is located was actually leased from the United States Bureau of Reclamation (BOR). The 50-year lease began in 1964 and is set to expire in October 2014. The City promptly initiated negotiations with BOR to renew the lease and/or purchase land. After a lengthy period of negotiations, BOR has indicated that they would prefer that the City relocate their WWTF to non-BOR land. Alternatively, the City could retain the existing facility/site if a berm were to be constructed around the existing site to protect the facility during a major flooding event.

As a result of these BOR negotiations, the City prepared an update to the original facility Plan in 2010. This update considered three alternatives.

- Alternative 3- Retain the existing facility and construct a berm around the site's perimeter
- Alternative 4- Construct a new mechanical treatment facility at a new (non-BOR) site using conventional activated sludge treatment with biological nutrient removal, BNR. consistent with the existing process.
- Alternative 5-Construct a new mechanical treatment facility at a new (non-BOR) site using a membrane bioreactor, MBR, process with BNR.

Detailed discussion of these alternatives including design criteria, technical descriptions, capital and O&M costs are presented in the 2010 Facility Plan Update. All of the considered alternatives assume that a mechanical treatment facility similar to that existing (i.e. activated sludge process) would be utilized and that the facility would continue to discharge to the Chalk Creek/Echo Reservoir. These alternatives were considered since they were consistent with the technology that the City already owns and operates which would ease any transition in operating a new facility. In addition, this technology reliably achieves the level of treatment required by the current UPDES permit and can be easily adapted to meet new or stricter limits- particularly for nutrients.

Based on a monetary and non-monetary comparison of these alternatives, Alternative 4 was selected as the preferred alternative. Alternative 3 was not selected for a couple main reasons. First, it limits the ability for future expansion since the facility must be contained within the existing 2.4 acre site. Second,

considerable costs are anticipated for maintenance and replacement of the existing facilities which are nearing the end of their useful service life. Although an MBR facility (Alternative 5) would produce a higher quality effluent, it was not selected due to its higher costs. Both capital and annual O&M costs would exceed those for the selected alternative. This alternative would result in monthly user rates that would far exceed the affordability threshold for the City according to the City's Median Adjusted Gross Household Income, MAGHI. According to R-317-2-3.5(c)(2), this alternative is therefore considered not feasible since user fees would exceed this affordability criterion.

Furthermore, the MBR process does not, in itself, provide nutrient removal. The process would still need to be supplemented with processes for either biological or chemical nutrient removal similar to that for the selected process. Therefore, with respect to nutrient removal the MBR process offered little advantage over the conventional activated sludge/ BNR process. This was a major consideration since nutrients are highly ranked in the Parameters of Concern (TN, NH_3-N, NO_3-N, TP, PO_4-P) and are also expected to be a focus of the forthcoming Upper Weber Basin/Echo Reservoir TMDL. The selected process will be capable of removing nutrients to levels equivalent to that of the MBR at less cost and was therefore preferred.

E5. Other Feasible Less Polluting Alternatives

Other treatment alternatives have been identified as part of the ADR that are potentially less degrading to the receiving water. A description of these alternatives and the reasons why they have not been selected are given below.

Advanced Treatment Processes

With respect to mechanical treatment, a reverse osmosis (R/O) treatment would offer increased removal of pollutants. R/O systems are typically employed in the potable water and industrial wastewater treatment applications where the removal of certain contaminants is required. R/O treatment of municipal wastewater is not widely practiced since it is cost prohibitive. This would also be true in this case; an R/O system would be prohibitively expensive to both construct and operate, resulting in excessive user rates. An R/O system would require 'pretreatment' upstream of the actual R/O membranes which would be one of the final treatment steps. This pretreatment system would essentially be equivalent to the MBR process that was evaluated as one of the treatment alternatives and was the highest cost alternative. Another drawback to R/O systems is the production of a brine solution that is the reject stream from the R/O process. This brine solution is highly concentrated with the removed pollutants and dissolved solids making it difficult and costly to dispose of.

Water Recycling/Reuse

There is potential to reuse the treated effluent rather than discharge. The most probable option for reuse would be to use the effluent for residential and landscape irrigation by introducing it into the City's existing secondary water system. This would require that the effluent be treated to meet Type 1 standards. This would necessitate that the preferred alternative has an additional treatment step

(filtration) to meet turbidity requirements. In addition to treatment, effluent storage and pumping facilities would also be required to implement effluent reuse. The costs for these systems have not been determined however it is obvious that these would be in addition to the costs for selected alternative. These added costs would result in user rates that exceed the affordability threshold established by the MAGI, making this alternative cost prohibitive.

Land Application

Another feasible alternative that could avoid discharge is a land application system. The major elements of a land application system would include; treatment lagoons, storage lagoons and a land application site. The treatment lagoons would provide a secondary level of treatment designed primarily for BOD_5 and TSS removal. This would produce a lower quality effluent than the current treatment system although the effluent would not be discharged to surface waters. Aerated treatment lagoons are envisioned in order to minimize land requirements.

Because of the large land requirements for this system, it would need to be located somewhat remotely from the City, perhaps outside the City limits in the County. A pumping station is therefore anticipated to convey wastewater from the City to the lagoon site.

The climate in Coalville is such that land application could only occur part of the year since the soil will be frozen during the winter. Therefore a large storage lagoon would also be required to hold effluent during periods of no or reduced land application. The City would also need to acquire a large amount of land for the land application site(s). A summary of the major design elements and their design basis and considerations is given in the following table.

Table E1- Design Elements for Proposed Land Application System

Design Element	Design Basis and Considerations
Collection System Modifications	This element is common to all of the alternatives. It includes necessary improvements to the collection system such as a lift station upgrade and alterations to the gravity sewer.
Influent Lift Station and Force Main	Land requirements and floodplain issues will prevent the lagoon and land application system from being located in the City or near the existing site. Potential areas with enough land suitable to support a land application system appear to be located uphill from the existing site- thus a lift station is anticipated. The station will be sized to handle the design peak hour flow of 1.5 MGD. The lift station will be located near the existing WWTF to minimize changes to the existing collection system. A 12” diameter force main will convey the wastewater to the new site. A length of 1 mile has been assumed for the force main.

Design Element	Design Basis and Considerations
Aerated Treatment Lagoons	Treatment of the wastewater will occur in a series of aerated lagoons- 3 lagoons are proposed. Per UAC R-317-3-10 requirements, a minimum 30 day hydraulic detention time has been used as the basis for the lagoons capacity. This results in a total treatment volume of 9.0 MG. Supporting facilities would include headworks, aeration and disinfection systems.
Effluent Storage and Pumping Station	Treated effluent will be stored in lagoons during the winter. The storage requirement is nearly 70 MG. It is proposed that this volume be divided between two lagoons to provide flexibility. The land/surface area requirement for each lagoon will be about 8.0 acres. Taking into account berms and setbacks, 10 acres per lagoon will be used. A pumping station will be required to transfer effluent from the storage lagoon to the irrigation system/application site. The station will need to be relatively large to meet the irrigation requirements- a pumping rate of roughly 1000 gpm is assumed.
Land Application Area	Effluent disposal will occur via land application. It has been assumed that alfalfa will be grown on the fields. Based on the climate and agronomic requirements, a land application area of about 150 acres will be required to dispose of all effluent. A center pivot irrigation system is proposed.

A cost opinion for the systems described above has been developed and is summarized in the following table E2 while the relative advantages and disadvantages of land application are listed in Table E3. Both capital and annual O&M costs were developed for this alternative. Perhaps the greatest challenge for this alternative is acquiring the land needed for a land application system.

Table E2- Cost Opinion for Proposed Land Application Alternative

Cost Item	Value
Collection System Improvements	$900,000
Lift Station and Force Main	$1,300,000
Aerated Treatment Lagoons	$4,000,000
Storage Lagoons and Pump Station	$3,500,000
Land Application Site and Irrigation System	$4,200,000
Total Capital Costs	$14,000,000
Annual O&M Costs	$150,000
Life Cycle Cost- 20 years	$17,600,000

In comparison with the selected alternative, the 20 year life cycle costs for the land application alternative is more costly at $17.6M compared to $14.3M for Alternative 4. This high cost makes this alternative less favorable, since the costs would again exceed the affordability threshold for the City. There are also a number of other concerns with the land application alternative that make it less attractive. These are listed in Table E3 below.

Table E3- Land Application Advantages and Disadvantages

Advantages	Disadvantages
• Eliminates Discharge to Surface Water • Well Proven, Relatively Simple Process To Operate • Low Annual O&M Costs • Hay Production Could Offset Some O&M Costs	• High Capital Costs • Land Intensive • Siting and Approval Issues • Need to Pump to Site • Susceptible to Weather and Seasonal Changes • Lower Effluent Quality- Potential to Impact Groundwater • Change from Existing System- Familiarity

<u>Seasonal or Controlled Discharge</u>

Degradation of the receiving water may be reduced by limiting the discharge of pollutants during critical water quality periods. This is often performed on a seasonal basis with the most critical water periods typically occurring during the summer, but this can vary depending on the receiving waters and pollutant. This alternative would involve holding or limiting the discharge of treated effluent during critical water quality periods or seasons and then discharging during non-critical times. For this alternative it is important to note that the overall loading of pollutants to the receiving water will not change only the distribution of that loading with time will change.

Implementation of this alternative would involve the addition of storage facilities to hold effluent during critical water quality periods. This analysis assumed that effluent would be contained throughout one critical water quality period or season for a total of three months. For a 0.5 MGD design flow, a storage capacity of about 45 MG would be required. The least costly storage option would likely be a lagoon. The budget cost for a 45 MG lagoon is estimated to be approximately $2M, which does not include land purchase or any ancillary facilities.

Land availability to site the storage lagoon would also be a major issue. Land availability and suitability is limited near the proposed treatment plant site, which suggests a remote site for the storage lagoon is probable. This would then necessitate an effluent pumping station and new outfall. Since the costs for these facilities would be in addition to the treatment facility costs, it is apparent that this alternative will be prohibitively expensive. Similar to the alternatives discussed above, seasonal or controlled discharge is considered not feasible since the resulting user charges would exceed the MAGHI. In addition, this

alternative may not be less-degrading since the total loading of pollutants to the receiving water will not be reduced.

Nutrient Trading

Nutrient trading is an alternative approach that has been employed in other states to achieve overall nutrient reductions to receiving waters. Some efforts have been made to establish nutrient trading programs in Utah, primarily in watersheds impacted by a TMDL. To date, as far as is known a nutrient trading program has not been implemented within Utah. Discussion of nutrient trading on the upper Weber River watershed has occurred in the past in response to the original Echo Reservoir TMDL which has since been rescinded. The potential trade was between a new point source that did not have any phosphorus allocation in the TMDL and non-point sources that would be eliminated. Considering this, it does seem that a nutrient trading program is possible for the Upper Weber River watershed; however it is not believed to be feasible in the time frame necessary for Coalville's project. The time and resources needed to work out the details, agreements and approvals required for a trading program are expected to take several years and considerable funding. In contrast Coalville is planning to design their new facility within the next year and is seeking financial assistance to fund the project. Furthermore the planned Upper Weber River TMDL is not expected to be completed until 2013 and would then be expected to undergo a lengthy review and approval process. For these reasons it is believed that, for Coalville's project, nutrient trading is not a feasible less-degrading alternative at this time. In the future, once the new TMDL is available, Coalville could evaluate the possibility of nutrient trading if further nutrient reductions are required.

MAGHI Considerations

The Utah DWQ has established an affordability threshold for sewer service to a typical residential customers or equivalent residential unit (ERU) as 1.4% of the Median Adjusted Gross Household Income, (MAGHI) for that community. The state attempts to maintain sewer service fees at or below this affordability threshold by providing grants and low interest loans to communities undertaking large capital improvement projects related to wastewater infrastructure. The MAGHI used in the Facility Plan Update was $42,304 which translates to a monthly fee/affordability threshold of $49.35/month. If the City were to finance the project themselves through a bond or loan, user rates would far exceed this affordability threshold based on the high costs of the alternatives and relatively few connections/ERU's. The City is therefore seeking financial assistance from UDWQ and USDA-RD in order to lower user rates to the affordability threshold. A cost analysis has been performed to determine the appropriate financing (amounts of grant and loan) needed to bring the monthly sewer rates down to the affordability threshold for the selected alternative- Alternative 4- Conventional Activated Sludge w/ BNR at a New Site. For this alternative, the proposed financing package included a $4.4M grant and a $4.75M loan at 3% for 40 years, which resulted in a sewer fee of $49.45. A comparison of the alternatives was then made by determining the user fees for each based on this financing package, which is presented below in Table E4.

Table E4- Comparison of Monthly Sewer Rates Using the same Funding Package

Alternative	20-Year Life Cycle Costs	Costs to Implement ADR Alternative	Total 20-Year Life Cycle Costs	Monthly Sewer Fee per ERU[4]
3- MBR at Existing Site	$15.76M	--	$15.76M	$59.21
4-Conventional Activated Sludge w/ BNR at New Site	$13.93M	--	$13.93M	$49.45
5- MBR at New Site	$16.29M	--	$16.29M	$61.53
Advanced Treatment Process-Reverse Osmosis[1]	$16.29M	$2.00M[2]	$18.29M	$71.20
Recycling Reuse[1]	$13.93M	$3.53M[2]	$17.46M	$68.40
Land Application[1]	--	$17.60M[3]	$17.60M	$80.20
Seasonal or Controlled Discharge[1]	$13.93M	$2.60M[2]	$16.53M	$62.00

1. Indicates alternative considered as part of Antidegradation Review.
2. 20-year annual O&M costs not included.
3. 20-Year life cycle cost.
4. Considers a financing package of $4.4M grant and $4.75M loan @3% for 20yrs.

Christina Osborn

From: Dave Wham <dwham@utah.gov>
Sent: Tuesday, October 04, 2011 1:14 PM
To: James Goodley
Cc: Kim Shelley
Subject: Re: Coalville WLA
Attachments: Coalville_WLA_10-4-11_newlocation.PDF

Jim,

I have attached and updated WLA Addendum for Coalville. This Wasteload was run for the small stream to the west of the proposed plant location. See the effluent limitation section starting about page nine. Please give me a call if you have any questions or need additional information.

Best wishes,

Dave

David Wham
Utah Division of Water Quality
195 North 1950 West
PO Box 144870
Salt Lake City, UT 84114
801.536.4337 phone
801.536.4301 fax
dwham@utah.gov

>>> "James Goodley" <jgoodley@jub.com> 9/29/2011 8:53 AM >>>
Dave,
Have you had any luck running a new WLA for Coalville? We're planning to submit an EA to ACOE with the ADR as an attachment. One last thing I need to wrap up is the POC's and their ambient concentrations.
Thanks,
Jim

James J. Goodley, P.E.
Project Engineer

J-U-B ENGINEERS, Inc.
466 North 900 West, Kaysville, UT 84037
p | 801 547 0393 c | 801 643 8176 e | jgoodley@jub.com

WASTELOAD ANALYSIS [WLA]
Addendum: Statement of Basis
SUMMARY

Discharging Facility:	**Coalville City WWTP**			
UPDES No:	UT-0021288			
Current Flow:	0.50	MGD	Design Flow	
Design Flow	0.50	MGD		

Receiving Water:	**Unnamed trib =>Chalk Creek=>Weber River**		
Stream Classification:	1C, 2B, 3A, 4		
Stream Flows [cfs]:	1.5	Summer (July-Sept)	7Q10 Estimate
	1.5	Fall (Oct-Dec)	7Q10 Estimate
	1.5	Winter (Jan-Mar)	7Q10 Estimate
	1.5	Spring (Apr-June)	7Q10 Estimate
	2.5	Average	
Stream TDS Values:	339.0	Summer (July-Sept)	80th Percentile
	339.0	Fall (Oct-Dec)	80th Percentile
	339.0	Winter (Jan-Mar)	80th Percentile
	339.0	Spring (Apr-June)	80th Percentile

Effluent Limits:				**WQ Standard:**
Flow, MGD:	0.50	MGD	Design Flow	
BOD, mg/l:	25.0	Summer	5.0	Indicator
Dissolved Oxygen, mg/l	5.0	Summer	6.5	30 Day Average
TNH3, Chronic, mg/l:	6.6	Summer	Varies	Function of pH and Temperature
TDS, mg/l:	2869.7	Summer	1200.0	`

Modeling Parameters:	
Acute River Width:	50.0%
Chronic River Width:	100.0%

Level 1 Antidegradation Level Completed: Level II Review required

Date: 10/4/2011

Permit Writer: _____ _____

WLA by: _____ _____

WQM Sec. Approval: _____ _____

TMDL Sec. Approval: _____ _____

WASTELOAD ANALYSIS [WLA]
Addendum: Statement of Basis

4-Oct-11
4:00 PM

Facilities: **Coalville City WWTP** **UPDES No: UT-0021288**
Discharging to: **Unnamed trib =>Chalk Creek=>Weber River**

I. Introduction

Wasteload analyses are performed to determine point source effluent limitations necessary to maintain designated beneficial uses by evaluating projected effects of discharge concentrations on in-stream water quality. The wasteload analysis also takes into account downstream designated uses [R317-2-8, UAC]. Projected concentrations are compared to numeric water quality standards to determine acceptability. The anti-degradation policy and procedures are also considered. The primary in-stream parameters of concern may include metals (as a function of hardness), total dissolved solids (TDS), total residual chlorine (TRC), un-ionized ammonia (as a function of pH and temperature, measured and evaluated interms of total ammonia), and dissolved oxygen.

Mathematical water quality modeling is employed to determine stream quality response to point source discharges. Models aid in the effort of anticipating stream quality at future effluent flows at critical environmental conditions (e.g., low stream flow, high temperature, high pH, etc).

The numeric criteria in this wasteload analysis may always be modified by narrative criteria and other conditions determined by staff of the Division of Water Quality.

II. Receiving Water and Stream Classification

Unnamed trib =>Chalk Creek=>Webe	1C, 2B, 3A, 4
Antidegradation Review:	Antidegratation Level II Required

III. Numeric Stream Standards for Protection of Aquatic Wildlife

Total Ammonia (TNH3)	Varies as a function of Temperature and pH Rebound. See Water Quality Standards
Chronic Total Residual Chlorine (TRC)	0.011 mg/l (4 Day Average) 0.019 mg/l (1 Hour Average)
Chronic Dissolved Oxygen (DO)	6.50 mg/l (30 Day Average) 5.00 mg/l (7Day Average) 4.00 mg/l (1 Day Average
Maximum Total Dissolved Solids	1200.0 mg/l

Acute and Chronic Heavy Metals (Dissolved)

Parameter	4 Day Average (Chronic) Standard Concentration		Load*		1 Hour Average (Acute) Standard Concentration		Load*	
Aluminum	87.00	ug/l**	0.363	lbs/day	750.00	ug/l	3.127	lbs/day
Arsenic	190.00	ug/l	0.792	lbs/day	340.00	ug/l	1.418	lbs/day
Cadmium	0.57	ug/l	0.002	lbs/day	5.92	ug/l	0.025	lbs/day
Chromium III	196.16	ug/l	0.818	lbs/day	4104.14	ug/l	17.111	lbs/day
ChromiumVI	11.00	ug/l	0.046	lbs/day	16.00	ug/l	0.067	lbs/day
Copper	22.01	ug/l	0.092	lbs/day	36.06	ug/l	0.150	lbs/day
Iron					1000.00	ug/l	4.169	lbs/day
Lead	11.43	ug/l	0.048	lbs/day	293.20	ug/l	1.222	lbs/day
Mercury	0.0120	ug/l	0.000	lbs/day	2.40	ug/l	0.010	lbs/day
Nickel	122.00	ug/l	0.509	lbs/day	1097.30	ug/l	4.575	lbs/day
Selenium	4.60	ug/l	0.019	lbs/day	20.00	ug/l	0.083	lbs/day
Silver	N/A	ug/l	N/A	lbs/day	21.29	ug/l	0.089	lbs/day
Zinc	280.59	ug/l	1.170	lbs/day	280.59	ug/l	1.170	lbs/day

* Allowed below discharge

**Chronic Aluminum standard applies only to waters with a pH < 7.0 and a Hardness < 50 mg/l as CaCO3

Metals Standards Based upon a Hardness of 273 mg/l as CaCO3

Organics [Pesticides]

Parameter	4 Day Average (Chronic) Standard Concentration		Load*		1 Hour Average (Acute) Standard Concentration		Load*	
Aldrin					1.500	ug/l	0.006	lbs/day
Chlordane	0.004	ug/l	0.053	lbs/day	1.200	ug/l	0.005	lbs/day
DDT, DDE	0.001	ug/l	0.012	lbs/day	0.550	ug/l	0.002	lbs/day
Dieldrin	0.002	ug/l	0.023	lbs/day	1.250	ug/l	0.005	lbs/day
Endosulfan	0.056	ug/l	0.686	lbs/day	0.110	ug/l	0.000	lbs/day
Endrin	0.002	ug/l	0.028	lbs/day	0.090	ug/l	0.000	lbs/day
Guthion					0.010	ug/l	0.000	lbs/day
Heptachlor	0.004	ug/l	0.047	lbs/day	0.260	ug/l	0.001	lbs/day
Lindane	0.080	ug/l	0.980	lbs/day	1.000	ug/l	0.004	lbs/day
Methoxychlor					0.030	ug/l	0.000	lbs/day
Mirex					0.010	ug/l	0.000	lbs/day
Parathion					0.040	ug/l	0.000	lbs/day
PCB's	0.014	ug/l	0.172	lbs/day	2.000	ug/l	0.008	lbs/day
Pentachlorophenol	13.00	ug/l	159.304	lbs/day	20.000	ug/l	0.083	lbs/day
Toxephene	0.0002	ug/l	0.002	lbs/day	0.7300	ug/l	0.003	lbs/day

IV. Numeric Stream Standards for Protection of Agriculture

	4 Day Average (Chronic) Standard		1 Hour Average (Acute) Standard	
	Concentration	**Load***	**Concentration**	**Load***
Arsenic			100.0 ug/l	lbs/day
Boron			750.0 ug/l	1.56 lbs/day
Cadmium			10.0 ug/l	0.02 lbs/day
Chromium			100.0 ug/l	lbs/day
Copper			200.0 ug/l	lbs/day
Lead			100.0 ug/l	lbs/day
Selenium			50.0 ug/l	lbs/day
TDS, Summer			1200.0 mg/l	2.50 tons/day

V. Numeric Stream Standards for Protection of Human Health (Class 1C Waters)

	4 Day Average (Chronic) Standard		1 Hour Average (Acute) Standard	
Metals	**Concentration**	**Load***	**Concentration**	**Load***
Arsenic			50.0 ug/l	0.613 lbs/day
Barium			1000.0 ug/l	12.254 lbs/day
Cadmium			10.0 ug/l	0.123 lbs/day
Chromium			50.0 ug/l	0.613 lbs/day
Lead			50.0 ug/l	0.613 lbs/day
Mercury			2.0 ug/l	0.025 lbs/day
Selenium			10.0 ug/l	0.123 lbs/day
Silver			50.0 ug/l	0.613 lbs/day
Fluoride (3)			1.4 ug/l	0.017 lbs/day
to			2.4 ug/l	0.029 lbs/day
Nitrates as N			10.0 ug/l	0.123 lbs/day
Chlorophenoxy Herbicides				
2,4-D			100.0 ug/l	1.225 lbs/day
2,4,5-TP			10.0 ug/l	0.123 lbs/day
Endrin			0.2 ug/l	0.002 lbs/day
ocyclohexane (Lindane)			4.0 ug/l	0.049 lbs/day
Methoxychlor			100.0 ug/l	1.225 lbs/day
Toxaphene			5.0 ug/l	0.061 lbs/day

VI. Numeric Stream Standards the Protection of Human Health from Water & Fish Consumption [Toxics]

	Maximum Conc., ug/l - Acute Standards			
	Class 1C		**Class 3A, 3B**	
Toxic Organics	[2 Liters/Day for 70 Kg Person over 70 Yr.]		[6.5 g for 70 Kg Person over 70 Yr.]	
Acenaphthene	1200.00 ug/l	14.70 lbs/day	2700.0 ug/l	33.09 lbs/day
Acrolein	320.00 ug/l	3.92 lbs/day	780.0 ug/l	9.56 lbs/day
Acrylonitrile	0.06 ug/l	0.00 lbs/day	0.7 ug/l	0.01 lbs/day
Benzene	1.20 ug/l	0.01 lbs/day	71.0 ug/l	0.87 lbs/day
Benzidine	0.00012 ug/l	0.00 lbs/day	0.0 ug/l	0.00 lbs/day
Carbon tetrachloride	0.25 ug/l	0.00 lbs/day	4.4 ug/l	0.05 lbs/day
Chlorobenzene	680.00 ug/l	8.33 lbs/day	21000.0 ug/l	257.34 lbs/day
1,2,4-Trichlorobenzene				
Hexachlorobenzene	0.00075 ug/l	0.00 lbs/day	0.0 ug/l	0.00 lbs/day
1,2-Dichloroethane	0.38 ug/l	0.00 lbs/day	99.0 ug/l	1.21 lbs/day

1,1,1-Trichloroethane							
Hexachloroethane	1.90	ug/l	0.02	lbs/day	8.9	ug/l	0.11 lbs/day
1,1-Dichloroethane							
1,1,2-Trichloroethane	0.61	ug/l	0.01	lbs/day	42.0	ug/l	0.51 lbs/day
1,1,2,2-Tetrachloroethai	0.17	ug/l	0.00	lbs/day	11.0	ug/l	0.13 lbs/day
Chloroethane					0.0	ug/l	0.00 lbs/day
Bis(2-chloroethyl) ether	0.03	ug/l	0.00	lbs/day	1.4	ug/l	0.02 lbs/day
2-Chloroethyl vinyl ethe	0.00	ug/l	0.00	lbs/day	0.0	ug/l	0.00 lbs/day
2-Chloronaphthalene	1700.00	ug/l	20.83	lbs/day	4300.0	ug/l	52.69 lbs/day
2,4,6-Trichlorophenol	2.10	ug/l	0.03	lbs/day	6.5	ug/l	0.08 lbs/day
p-Chloro-m-cresol					0.0	ug/l	0.00 lbs/day
Chloroform (HM)	5.70	ug/l	0.07	lbs/day	470.0	ug/l	5.76 lbs/day
2-Chlorophenol	120.00	ug/l	1.47	lbs/day	400.0	ug/l	4.90 lbs/day
1,2-Dichlorobenzene	2700.00	ug/l	33.09	lbs/day	17000.0	ug/l	208.32 lbs/day
1,3-Dichlorobenzene	400.00	ug/l	4.90	lbs/day	2600.0	ug/l	31.86 lbs/day
1,4-Dichlorobenzene	400.00	ug/l	4.90	lbs/day	2600.0	ug/l	31.86 lbs/day
3,3'-Dichlorobenzidine	0.04	ug/l	0.00	lbs/day	0.1	ug/l	0.00 lbs/day
1,1-Dichloroethylene	0.06	ug/l	0.00	lbs/day	3.2	ug/l	0.04 lbs/day
1,2-trans-Dichloroethyle	700.00	ug/l	8.58	lbs/day	0.0	ug/l	0.00 lbs/day
2,4-Dichlorophenol	93.00	ug/l	1.14	lbs/day	790.0	ug/l	9.68 lbs/day
1,2-Dichloropropane	0.52	ug/l	0.01	lbs/day	39.0	ug/l	0.48 lbs/day
1,3-Dichloropropylene	10.00	ug/l	0.12	lbs/day	1700.0	ug/l	20.83 lbs/day
2,4-Dimethylphenol	540.00	ug/l	6.62	lbs/day	2300.0	ug/l	28.18 lbs/day
2,4-Dinitrotoluene	0.11	ug/l	0.00	lbs/day	9.1	ug/l	0.11 lbs/day
2,6-Dinitrotoluene	0.00	ug/l	0.00	lbs/day	0.0	ug/l	0.00 lbs/day
1,2-Diphenylhydrazine	0.04	ug/l	0.00	lbs/day	0.5	ug/l	0.01 lbs/day
Ethylbenzene	3100.00	ug/l	37.99	lbs/day	29000.0	ug/l	355.37 lbs/day
Fluoranthene	300.00	ug/l	3.68	lbs/day	370.0	ug/l	4.53 lbs/day
4-Chlorophenyl phenyl ether							
4-Bromophenyl phenyl ether							
Bis(2-chloroisopropyl) e	1400.00	ug/l	17.16	lbs/day	170000.0	ug/l	2083.21 lbs/day
Bis(2-chloroethoxy) met	0.00	ug/l	0.00	lbs/day	0.0	ug/l	0.00 lbs/day
Methylene chloride (HM	4.70	ug/l	0.06	lbs/day	1600.0	ug/l	19.61 lbs/day
Methyl chloride (HM)	0.00	ug/l	0.00	lbs/day	0.0	ug/l	0.00 lbs/day
Methyl bromide (HM)	0.00	ug/l	0.00	lbs/day	0.0	ug/l	0.00 lbs/day
Bromoform (HM)	4.30	ug/l	0.05	lbs/day	360.0	ug/l	4.41 lbs/day
Dichlorobromomethane(	0.27	ug/l	0.00	lbs/day	22.0	ug/l	0.27 lbs/day
Chlorodibromomethane	0.41	ug/l	0.01	lbs/day	34.0	ug/l	0.42 lbs/day
Hexachlorobutadiene(c)	0.44	ug/l	0.01	lbs/day	50.0	ug/l	0.61 lbs/day
Hexachlorocyclopentadi	240.00	ug/l	2.94	lbs/day	17000.0	ug/l	208.32 lbs/day
Isophorone	8.40	ug/l	0.10	lbs/day	600.0	ug/l	7.35 lbs/day
Naphthalene							
Nitrobenzene	17.00	ug/l	0.21	lbs/day	1900.0	ug/l	23.28 lbs/day
2-Nitrophenol	0.00	ug/l	0.00	lbs/day	0.0	ug/l	0.00 lbs/day
4-Nitrophenol	0.00	ug/l	0.00	lbs/day	0.0	ug/l	0.00 lbs/day
2,4-Dinitrophenol	70.00	ug/l	0.86	lbs/day	14000.0	ug/l	171.56 lbs/day
4,6-Dinitro-o-cresol	13.00	ug/l	0.16	lbs/day	765.0	ug/l	9.37 lbs/day
N-Nitrosodimethylamine	0.00069	ug/l	0.00	lbs/day	8.1	ug/l	0.10 lbs/day
N-Nitrosodiphenylamine	5.00	ug/l	0.06	lbs/day	16.0	ug/l	0.20 lbs/day
N-Nitrosodi-n-propylami	0.01	ug/l	0.00	lbs/day	1.4	ug/l	0.02 lbs/day
Pentachlorophenol	0.28	ug/l	0.00	lbs/day	8.2	ug/l	0.10 lbs/day

Phenol	2.10E+04	ug/l	2.57E+02	lbs/day	4.6E+06	ug/l	5.64E+04 lbs/day
Bis(2-ethylhexyl)phthala	1.80	ug/l	0.02	lbs/day	5.9	ug/l	0.07 lbs/day
Butyl benzyl phthalate	3000.00	ug/l	36.76	lbs/day	5200.0	ug/l	63.72 lbs/day
Di-n-butyl phthalate	2700.00	ug/l	33.09	lbs/day	12000.0	ug/l	147.05 lbs/day
Di-n-octyl phthlate							
Diethyl phthalate	23000.00	ug/l	281.85	lbs/day	120000.0	ug/l	1470.50 lbs/day
Dimethyl phthlate	3.13E+05	ug/l	3.84E+03	lbs/day	2.9E+06	ug/l	3.55E+04 lbs/day
Benzo(a)anthracene (P/	0.0028	ug/l	0.00	lbs/day	0.0	ug/l	0.00 lbs/day
Benzo(a)pyrene (PAH)	0.0028	ug/l	0.00	lbs/day	0.0	ug/l	0.00 lbs/day
Benzo(b)fluoranthene (F	0.0028	ug/l	0.00	lbs/day	0.0	ug/l	0.00 lbs/day
Benzo(k)fluoranthene (F	0.0028	ug/l	0.00	lbs/day	0.0	ug/l	0.00 lbs/day
Chrysene (PAH)	0.0028	ug/l	0.00	lbs/day	0.0	ug/l	0.00 lbs/day
Acenaphthylene (PAH)							
Anthracene (PAH)	9600.00	ug/l	117.64	lbs/day	0.0	ug/l	0.00 lbs/day
Dibenzo(a,h)anthracene	0.0028	ug/l	0.00	lbs/day	0.0	ug/l	0.00 lbs/day
Indeno(1,2,3-cd)pyrene	0.0028	ug/l	0.00	lbs/day	0.0	ug/l	0.00 lbs/day
Pyrene (PAH)	960.00	ug/l	11.76	lbs/day	11000.0	ug/l	134.80 lbs/day
Tetrachloroethylene	0.80	ug/l	0.01	lbs/day	8.9	ug/l	0.11 lbs/day
Toluene	6800.00	ug/l	83.33	lbs/day	200000	ug/l	2450.83 lbs/day
Trichloroethylene	2.70	ug/l	0.03	lbs/day	81.0	ug/l	0.99 lbs/day
Vinyl chloride	2.00	ug/l	0.02	lbs/day	525.0	ug/l	6.43 lbs/day
					0.0		0.00 lbs/day
Pesticides					0.0		0.00 lbs/day
Aldrin	0.0001	ug/l	0.00	lbs/day	0.0	ug/l	0.00 lbs/day
Dieldrin	0.0001	ug/l	0.00	lbs/day	0.0	ug/l	0.00 lbs/day
Chlordane	0.0006	ug/l	0.00	lbs/day	0.0	ug/l	0.00 lbs/day
4,4'-DDT	0.0006	ug/l	0.00	lbs/day	0.0	ug/l	0.00 lbs/day
4,4'-DDE	0.0006	ug/l	0.00	lbs/day	0.0	ug/l	0.00 lbs/day
4,4'-DDD	0.0008	ug/l	0.00	lbs/day	0.0	ug/l	0.00 lbs/day
alpha-Endosulfan	0.9300	ug/l	0.01	lbs/day	2.0	ug/l	0.02 lbs/day
beta-Endosulfan	0.9300	ug/l	0.01	lbs/day	2.0	ug/l	0.02 lbs/day
Endosulfan sulfate	0.9300	ug/l	0.01	lbs/day	2.0	ug/l	0.02 lbs/day
Endrin	0.7600	ug/l	0.01	lbs/day	0.8	ug/l	0.01 lbs/day
Endrin aldehyde	0.7600	ug/l	0.01	lbs/day	0.8	ug/l	0.01 lbs/day
Heptachlor	0.0002	ug/l	0.00	lbs/day	0.0	ug/l	0.00 lbs/day
Heptachlor epoxide							
PCB's							
PCB 1242 (Arochlor 124	0.000044	ug/l	0.00	lbs/day	0.0	ug/l	0.00 lbs/day
PCB-1254 (Arochlor 125	0.000044	ug/l	0.00	lbs/day	0.0	ug/l	0.00 lbs/day
PCB-1221 (Arochlor 122	0.000044	ug/l	0.00	lbs/day	0.0	ug/l	0.00 lbs/day
PCB-1232 (Arochlor 123	0.000044	ug/l	0.00	lbs/day	0.0	ug/l	0.00 lbs/day
PCB-1248 (Arochlor 124	0.000044	ug/l	0.00	lbs/day	0.0	ug/l	0.00 lbs/day
PCB-1260 (Arochlor 126	0.000044	ug/l	0.00	lbs/day	0.0	ug/l	0.00 lbs/day
PCB-1016 (Arochlor 101	0.000044	ug/l	0.00	lbs/day	0.0	ug/l	0.00 lbs/day
Pesticide							
Toxaphene	0.000750	ug/l	0.00		0.0	ug/l	0.00 lbs/day
Dioxin							
Dioxin (2,3,7,8-TCDD)	1.30E-08	ug/l	0.00	lbs/day	1.40E-08		0.00

Metals				
Antimony	14.0 ug/l	0.17 lbs/day		
Arsenic	50.0 ug/l	0.61 lbs/day	4300.00 ug/l	52.69 lbs/day
Asbestos	7.00E+06 ug/l	8.58E+04 lbs/day		
Beryllium				
Cadmium				
Chromium (III)				
Chromium (VI)				
Copper				
Cyanide	1.30E+03 ug/l	15.93 lbs/day	2.2E+05 ug/l	2695.92 lbs/day
Lead	700.0 ug/l	8.58 lbs/day		
Mercury			0.15 ug/l	0.00 lbs/day
Nickel			4600.00 ug/l	56.37 lbs/day
Selenium	0.1 ug/l	0.00 lbs/day		
Silver	610.0 ug/l	7.48 lbs/day		
Thallium			6.30 ug/l	0.08 lbs/day
Zinc				

There are additional standards that apply to this receiving water, but were not considered in this modeling/waste load allocation analysis.

VII. Mathematical Modeling of Stream Quality

Model configuration was accomplished utilizing standard modeling procedures. Data points were plotted and coefficients adjusted as required to match observed data as closely as possible.

The modeling approach used in this analysis included one or a combination of the following models.

(1) The Utah River Model, Utah Division of Water Quality, 1992. Based upon STREAMDO IV (Region VIII) and Supplemental Ammonia Toxicity Models; EPA Region VIII, Sept. 1990 and QUAL2E (EPA, Athens, GA).

(2) Utah Ammonia/Chlorine Model, Utah Division of Water Quality, 1992.

(3) AMMTOX Model, University of Colorado, Center of Limnology, and EPA Region 8

(4) Principles of Surface Water Quality Modeling and Control. Robert V. Thomann, et.al. Harper Collins Publisher, Inc. 1987, pp. 644.

Coefficients used in the model were based, in part, upon the following references:

(1) Rates, Constants, and Kinetics Formulations in Surface Water Quality Modeling. Environmental Research Laboratory, Office of Research and Development, U.S. Environmental Protection Agency, Athens Georgia. EPA/600/3-85/040 June 1985.

(2) Principles of Surface Water Quality Modeling and Control. Robert V. Thomann, et.al. Harper Collins Publisher, Inc. 1987, pp. 644.

VIII. Modeling Information

The required information for the model may include the following information for both the upstream conditions at low flow and the effluent conditions:

Flow, Q, (cfs or MGD)	D.O. mg/l
Temperature, Deg. C.	Total Residual Chlorine (TRC), mg/l
pH	Total NH3-N, mg/l
BOD5, mg/l	Total Dissolved Solids (TDS), mg/l
Metals, ug/l	Toxic Organics of Concern, ug/l

Other Conditions

In addition to the upstream and effluent conditions, the models require a variety of physical and biological coefficients and other technical information. In the process of actually establishing the permit limits for an effluent, values are used based upon the available data, model calibration, literature values, site visits and best professional judgement.

Model Inputs

The following is upstream and discharge information that was utilized as inputs for the analysis. Dry washes are considered to have an upstream flow equal to the flow of the discharge.

Current Upstream Information

	Stream Critical Low Flow cfs	**Temp. Deg. C**	**pH**	**T-NH3 mg/l as N**	**BOD5 mg/l**	**DO mg/l**	**TRC mg/l**	**TDS mg/l**
Summer (Irrig. Season)	1.5	15.8	8.2	0.03	0.10	7.24	0.00	339.0
Fall	1.5	5.2	8.2	0.03	0.10	---	0.00	339.0
Winter	1.5	2.3	8.2	0.03	0.10	---	0.00	339.0
Spring	1.5	9.8	8.3	0.03	0.10	---	0.00	339.0

Dissolved	Al	As	Cd	CrIII	CrVI	Copper	Fe	Pb
Metals	ug/l	ug/l	ug/l	ug/l	ug/l	ug/l	ug/l	ug/l
All Seasons	1.59*	0.53*	0.053*	0.53*	2.65*	0.53*	0.83*	0.53*

Dissolved	Hg	Ni	Se	Ag	Zn	Boron	
Metals	ug/l	ug/l	ug/l	ug/l	ug/l	ug/l	
All Seasons	0.0000	0.53*	1.06*	0.1*	0.053*	10.0	* 1/2 MDL

Projected Discharge Information

Season	Flow, MGD	Temp.	TDS mg/l	TDS tons/day
Summer	0.50000	16.7	400.00	0.83383
Fall	0.50000	10.9		
Winter	0.50000	12.0		
Spring	0.50000	15.0		

All model numerical inputs, intermediate calculations, outputs and graphs are available for discussion, inspection and copy at the Division of Water Quality.

IX. Effluent Limitations

Current State water quality standards are required to be met under a variety of conditions including in-stream flows targeted to the 7-day, 10-year low flow (R317-2-9).

Other conditions used in the modeling effort coincide with the environmental conditions expected at low stream flows.

Effluent Limitation for Flow based upon Water Quality Standards

In-stream criteria of downstream segments will be met with an effluent flow maximum value as follows:

Season	Daily Average	
Summer	0.500 MGD	0.774 cfs
Fall	0.500 MGD	0.774 cfs
Winter	0.500 MGD	0.774 cfs
Spring	0.500 MGD	0.774 cfs

Flow Requirement or Loading Requirement

The calculations in this wasteload analysis utilize the maximum effluent discharge flow of 0.5 MGD. If the discharger is allowed to have a flow greater than 0.5 MGD during 7Q10 conditions, and effluent limit concentrations as indicated, then water quality standards will be violated. In order to prevent this from occuring, the permit writers must include the discharge flow limititation as indicated above; or, include loading effluent limits in the permit.

Effluent Limitation for Whole Effluent Toxicity (WET) based upon WET Policy

Effluent Toxicity will not occur in downstream segements if the values below are met.

WET Requirements	LC50 >	EOP	Effluent	[Acute]
	IC25 >	34.0%	Effluent	[Chronic]

Effluent Limitation for Biological Oxygen Demand (BOD) based upon Water Quality Standards or Regulations

In-stream criteria of downstream segments for Dissolved Oxygen will be met with an effluent BOD limitation as follows:

Season	Concentration	
Summer	25.0 mg/l as BOD5	104.2 lbs/day
Fall	25.0 mg/l as BOD5	104.2 lbs/day
Winter	25.0 mg/l as BOD5	104.2 lbs/day
Spring	25.0 mg/l as BOD5	104.2 lbs/day

Effluent Limitation for Dissolved Oxygen (DO) based upon Water Quality Standards

In-stream criteria of downstream segments for Dissolved Oxygen will be met with an effluent D.O. limitation as follows:

Season	**Concentration**
Summer	5.00
Fall	5.00
Winter	5.00
Spring	5.00

Effluent Limitation for Total Ammonia based upon Water Quality Standards

In-stream criteria of downstream segments for Total Ammonia will be met with an effluent limitation (expressed as Total Ammonia as N) as follows:

Season		**Concentration**		**Load**	
Summer	4 Day Avg. - Chronic	6.6	mg/l as N	27.4	lbs/day
	1 Hour Avg. - Acute	13.9	mg/l as N	57.9	lbs/day
Fall	4 Day Avg. - Chronic	7.7	mg/l as N	32.0	lbs/day
	1 Hour Avg. - Acute	13.5	mg/l as N	56.4	lbs/day
Winter	4 Day Avg. - Chronic	6.4	mg/l as N	26.6	lbs/day
	1 Hour Avg. - Acute	13.2	mg/l as N	55.0	lbs/day
Spring	4 Day Avg. - Chronic	7.2	mg/l as N	0.0	lbs/day
	1 Hour Avg. - Acute	13.5	mg/l as N	0.0	lbs/day

Acute limit calculated with an Acute Zone of Initial Dilution (ZID) to be equal to 100.%.

Effluent Limitation for Total Residual Chlorine based upon Water Quality Standards

In-stream criteria of downstream segments for Total Residual Chlorine will be met with an effluent limitation as follows:

Season		Concentration		Load	
Summer	4 Day Avg. - Chronic	0.032	mg/l	0.13	lbs/day
	1 Hour Avg. - Acute	0.056	mg/l	0.23	lbs/day
Fall	4 Day Avg. - Chronic	0.032	mg/l	0.13	lbs/day
	1 Hour Avg. - Acute	0.056	mg/l	0.23	lbs/day
Winter	4 Day Avg. - Chronic	0.032	mg/l	0.13	lbs/day
	1 Hour Avg. - Acute	0.056	mg/l	0.23	lbs/day
Spring	4 Day Avg. - Chronic	0.032	mg/l	0.00	lbs/day
	1 Hour Avg. - Acute	0.056	mg/l	0.00	lbs/day

Effluent Limitations for Total Dissolved Solids based upon Water Quality Standards

Season		Concentration		Load	
Summer	Maximum, Acute	2869.7	mg/l	5.98	tons/day
Fall	Maximum, Acute	2869.7	mg/l	5.98	tons/day
Winter	Maximum, Acute	2869.7	mg/l	5.98	tons/day
Spring	4 Day Avg. - Chronic	2869.7	mg/l	5.98	tons/day

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Effluent Limitations for Total Recoverable Metals based upon Water Quality Standards

In-stream criteria of downstream segments for Dissolved Metals will be met with an effluent limitation as follows (based upon a hardness of 273 mg/l):

	4 Day Average				1 Hour Average			
	Concentration		Load		Concentration		Load	
Aluminum	N/A		N/A		1,474.9	ug/l	6.1	lbs/day
Arsenic	556.91	ug/l	1.5	lbs/day	668.9	ug/l	2.8	lbs/day
Cadmium	1.52	ug/l	0.0	lbs/day	11.6	ug/l	0.0	lbs/day
Chromium III	575.03	ug/l	1.5	lbs/day	8,082.8	ug/l	33.7	lbs/day
Chromium VI	24.62	ug/l	0.1	lbs/day	27.7	ug/l	0.1	lbs/day
Copper	63.14	ug/l	0.2	lbs/day	70.3	ug/l	0.3	lbs/day
Iron	N/A		N/A		1,968.4	ug/l	8.2	lbs/day
Lead	32.04	ug/l	0.1	lbs/day	576.7	ug/l	2.4	lbs/day
Mercury	0.04	ug/l	0.0	lbs/day	4.7	ug/l	0.0	lbs/day
Nickel	357.04	ug/l	1.0	lbs/day	2,160.5	ug/l	9.0	lbs/day
Selenium	10.44	ug/l	0.0	lbs/day	37.9	ug/l	0.2	lbs/day
Silver	N/A	ug/l	N/A	lbs/day	41.9	ug/l	0.2	lbs/day

Zinc	824.57	ug/l	2.2	lbs/day	552.6	ug/l	2.3 lbs/day
Cyanide	15.28	ug/l	0.0	lbs/day	43.3	ug/l	0.2 lbs/day

Effluent Limitations for Heat/Temperature based upon Water Quality Standards

Summer	21.7	Deg. C.	71.0	Deg. F
Fall	11.1	Deg. C.	51.9	Deg. F
Winter	8.2	Deg. C.	46.7	Deg. F
Spring	15.7	Deg. C.	60.2	Deg. F

Effluent Limitations for Organics [Pesticides] Based upon Water Quality Standards

In-stream criteria of downstream segments for Organics [Pesticides] will be met with an effluent limit as follows:

	4 Day Average				1 Hour Average			
	Concentration		Load		Concentration		Load	
Aldrin					1.5E+00	ug/l	9.67E-03	lbs/day
Chlordane	4.30E-03	ug/l	1.79E-02	lbs/day	1.2E+00	ug/l	7.74E-03	lbs/day
DDT, DDE	1.00E-03	ug/l	4.17E-03	lbs/day	5.5E-01	ug/l	3.55E-03	lbs/day
Dieldrin	1.90E-03	ug/l	7.92E-03	lbs/day	1.3E+00	ug/l	8.06E-03	lbs/day
Endosulfan	5.60E-02	ug/l	2.33E-01	lbs/day	1.1E-01	ug/l	7.09E-04	lbs/day
Endrin	2.30E-03	ug/l	9.59E-03	lbs/day	9.0E-02	ug/l	5.80E-04	lbs/day
Guthion	0.00E+00	ug/l	0.00E+00	lbs/day	1.0E-02	ug/l	6.45E-05	lbs/day
Heptachlor	3.80E-03	ug/l	1.58E-02	lbs/day	2.6E-01	ug/l	1.68E-03	lbs/day
Lindane	8.00E-02	ug/l	3.34E-01	lbs/day	1.0E+00	ug/l	6.45E-03	lbs/day
Methoxychlor	0.00E+00	ug/l	0.00E+00	lbs/day	3.0E-02	ug/l	1.93E-04	lbs/day
Mirex	0.00E+00	ug/l	0.00E+00	lbs/day	1.0E-02	ug/l	6.45E-05	lbs/day
Parathion	0.00E+00	ug/l	0.00E+00	lbs/day	4.0E-02	ug/l	2.58E-04	lbs/day
PCB's	1.40E-02	ug/l	5.84E-02	lbs/day	2.0E+00	ug/l	1.29E-02	lbs/day
Pentachlorophenol	1.30E+01	ug/l	5.42E+01	lbs/day	2.0E+01	ug/l	1.29E-01	lbs/day
Toxephene	2.00E-04	ug/l	8.34E-04	lbs/day	7.3E-01	ug/l	4.71E-03	lbs/day

Effluent Targets for Pollution Indicators
Based upon Water Quality Standards

In-stream criteria of downstream segments for Pollution Indicators
will be met with an effluent limit as follows:

	1 Hour Average			
	Concentration		Loading	
Gross Beta (pCi/l)	50.0	pCi/L		
BOD (mg/l)	5.0	mg/l	20.8	lbs/day
Nitrates as N	4.0	mg/l	16.7	lbs/day
Total Phosphorus as P	0.05	mg/l	0.2	lbs/day
Total Suspended Solids	90.0	mg/l	375.2	lbs/day

Note: Pollution indicator targets are for information purposes only.

Effluent Limitations for Protection of Human Health [Toxics Rule]
Based upon Water Quality Standards (Most stringent of 1C or 3A & 3B as appropriate.)

In-stream criteria of downstream segments for Protection of Human Health [Toxics]
will be met with an effluent limit as follows:

	Maximum Concentration			
	Concentration		**Load**	
Toxic Organics				
Acenaphthene	3.53E+03	ug/l	1.47E+01	lbs/day
Acrolein	9.41E+02	ug/l	3.92E+00	lbs/day
Acrylonitrile	1.73E-01	ug/l	7.23E-04	lbs/day
Benzene	3.53E+00	ug/l	1.47E-02	lbs/day
Benzidine		ug/l		lbs/day
Carbon tetrachloride	7.35E-01	ug/l	3.06E-03	lbs/day
Chlorobenzene	2.00E+03	ug/l	8.33E+00	lbs/day
1,2,4-Trichlorobenzene				
Hexachlorobenzene	2.20E-03	ug/l	9.19E-06	lbs/day
1,2-Dichloroethane	1.12E+00	ug/l	4.66E-03	lbs/day
1,1,1-Trichloroethane				
Hexachloroethane	5.58E+00	ug/l	2.33E-02	lbs/day
1,1-Dichloroethane				
1,1,2-Trichloroethane	1.79E+00	ug/l	7.48E-03	lbs/day
1,1,2,2-Tetrachloroethane	5.00E-01	ug/l	2.08E-03	lbs/day
Chloroethane				
Bis(2-chloroethyl) ether	9.11E-02	ug/l	3.80E-04	lbs/day
2-Chloroethyl vinyl ether				
2-Chloronaphthalene	5.00E+03	ug/l	2.08E+01	lbs/day
2,4,6-Trichlorophenol	6.17E+00	ug/l	2.57E-02	lbs/day
p-Chloro-m-cresol				
Chloroform (HM)	1.68E+01	ug/l	6.98E-02	lbs/day
2-Chlorophenol	3.53E+02	ug/l	1.47E+00	lbs/day
1,2-Dichlorobenzene	7.94E+03	ug/l	3.31E+01	lbs/day
1,3-Dichlorobenzene	1.18E+03	ug/l	4.90E+00	lbs/day

1,4-Dichlorobenzene	1.18E+03	ug/l	4.90E+00	lbs/day
3,3'-Dichlorobenzidine	1.18E-01	ug/l	4.90E-04	lbs/day
1,1-Dichloroethylene	1.68E-01	ug/l	6.98E-04	lbs/day
1,2-trans-Dichloroethylene1				
2,4-Dichlorophenol	2.73E+02	ug/l	1.14E+00	lbs/day
1,2-Dichloropropane	1.53E+00	ug/l	6.37E-03	lbs/day
1,3-Dichloropropylene	2.94E+01	ug/l	1.23E-01	lbs/day
2,4-Dimethylphenol	1.59E+03	ug/l	6.62E+00	lbs/day
2,4-Dinitrotoluene	3.23E-01	ug/l	1.35E-03	lbs/day
2,6-Dinitrotoluene				
1,2-Diphenylhydrazine	1.18E-01	ug/l	4.90E-04	lbs/day
Ethylbenzene	9.11E+03	ug/l	3.80E+01	lbs/day
Fluoranthene	8.82E+02	ug/l	3.68E+00	lbs/day
4-Chlorophenyl phenyl ether				
4-Bromophenyl phenyl ether				
Bis(2-chloroisopropyl) ether	4.11E+03	ug/l	1.72E+01	lbs/day
Bis(2-chloroethoxy) methane				
Methylene chloride (HM)	1.38E+01	ug/l	5.76E-02	lbs/day
Methyl chloride (HM)				
Methyl bromide (HM)				
Bromoform (HM)	1.26E+01	ug/l	5.27E-02	lbs/day
Dichlorobromomethane(HM)	7.94E-01	ug/l	3.31E-03	lbs/day
Chlorodibromomethane (HM)	1.21E+00	ug/l	5.02E-03	lbs/day
Hexachlorocyclopentadiene	7.05E+02	ug/l	2.94E+00	lbs/day
Isophorone	2.47E+01	ug/l	1.03E-01	lbs/day
Naphthalene				
Nitrobenzene	5.00E+01	ug/l	2.08E-01	lbs/day
2-Nitrophenol				
4-Nitrophenol				
2,4-Dinitrophenol	2.06E+02	ug/l	8.58E-01	lbs/day
4,6-Dinitro-o-cresol	3.82E+01	ug/l	1.59E-01	lbs/day
N-Nitrosodimethylamine	2.03E-03	ug/l	8.46E-06	lbs/day
N-Nitrosodiphenylamine	1.47E+01	ug/l	6.13E-02	lbs/day
N-Nitrosodi-n-propylamine	1.47E-02	ug/l	6.13E-05	lbs/day
Pentachlorophenol	8.23E-01	ug/l	3.43E-03	lbs/day
Phenol	6.17E+04	ug/l	2.57E+02	lbs/day
Bis(2-ethylhexyl)phthalate	5.29E+00	ug/l	2.21E-02	lbs/day
Butyl benzyl phthalate	8.82E+03	ug/l	3.68E+01	lbs/day
Di-n-butyl phthalate	7.94E+03	ug/l	3.31E+01	lbs/day
Di-n-octyl phthlate				
Diethyl phthalate	6.76E+04	ug/l	2.82E+02	lbs/day
Dimethyl phthlate	9.20E+05	ug/l	3.84E+03	lbs/day
Benzo(a)anthracene (PAH)	8.23E-03	ug/l	3.43E-05	lbs/day
Benzo(a)pyrene (PAH)	8.23E-03	ug/l	3.43E-05	lbs/day
Benzo(b)fluoranthene (PAH)	8.23E-03	ug/l	3.43E-05	lbs/day
Benzo(k)fluoranthene (PAH)	8.23E-03	ug/l	3.43E-05	lbs/day
Chrysene (PAH)	8.23E-03	ug/l	3.43E-05	lbs/day
Acenaphthylene (PAH)				
Anthracene (PAH)				
Dibenzo(a,h)anthracene (PAH)	8.23E-03	ug/l	3.43E-05	lbs/day
Indeno(1,2,3-cd)pyrene (PAH)	8.23E-03	ug/l	3.43E-05	lbs/day

Pyrene (PAH)	2.82E+03	ug/l	1.18E+01	lbs/day
Tetrachloroethylene	2.35E+00	ug/l	9.80E-03	lbs/day
Toluene	2.00E+04	ug/l	8.33E+01	lbs/day
Trichloroethylene	7.94E+00	ug/l	3.31E-02	lbs/day
Vinyl chloride	5.88E+00	ug/l	2.45E-02	lbs/day
Pesticides				
Aldrin	3.82E-04	ug/l	1.59E-06	lbs/day
Dieldrin	4.11E-04	ug/l	1.72E-06	lbs/day
Chlordane	1.68E-03	ug/l	6.98E-06	lbs/day
4,4'-DDT	1.73E-03	ug/l	7.23E-06	lbs/day
4,4'-DDE	1.73E-03	ug/l	7.23E-06	lbs/day
4,4'-DDD	2.44E-03	ug/l	1.02E-05	lbs/day
alpha-Endosulfan	2.73E+00	ug/l	1.14E-02	lbs/day
beta-Endosulfan	2.73E+00	ug/l	1.14E-02	lbs/day
Endosulfan sulfate	2.73E+00	ug/l	1.14E-02	lbs/day
Endrin	2.23E+00	ug/l	9.31E-03	lbs/day
Endrin aldehyde	2.23E+00	ug/l	9.31E-03	lbs/day
Heptachlor	6.17E-04	ug/l	2.57E-06	lbs/day
Heptachlor epoxide				
PCB's				
PCB 1242 (Arochlor 1242)	1.29E-04	ug/l	5.39E-07	lbs/day
PCB-1254 (Arochlor 1254)	1.29E-04	ug/l	5.39E-07	lbs/day
PCB-1221 (Arochlor 1221)	1.29E-04	ug/l	5.39E-07	lbs/day
PCB-1232 (Arochlor 1232)	1.29E-04	ug/l	5.39E-07	lbs/day
PCB-1248 (Arochlor 1248)	1.29E-04	ug/l	5.39E-07	lbs/day
PCB-1260 (Arochlor 1260)	1.29E-04	ug/l	5.39E-07	lbs/day
PCB-1016 (Arochlor 1016)	1.29E-04	ug/l	5.39E-07	lbs/day
Pesticide				
Toxaphene	2.15E-03	ug/l	8.95E-06	lbs/day
Metals				
Antimony	41.15	ug/l	0.17	lbs/day
Arsenic	145.42	ug/l	0.61	lbs/day
Asbestos	2.06E+07	ug/l	8.58E+04	lbs/day
Beryllium				
Cadmium				
Chromium (III)				
Chromium (VI)				
Copper	3821.01	ug/l	15.93	lbs/day
Cyanide	2057.47	ug/l	8.58	lbs/day
Lead	0.00		0.00	
Mercury	0.41	ug/l	0.00	lbs/day
Nickel	1792.93	ug/l	7.48	lbs/day
Selenium	0.00		0.00	
Silver	0.00		0.00	
Thallium	5.00	ug/l	0.02	lbs/day
Zinc				

Dioxin

Dioxin (2,3,7,8-TCDD)	3.82E-08 ug/l	1.59E-10 lbs/day

Metals Effluent Limitations for Protection of All Beneficial Uses
Based upon Water Quality Standards and Toxics Rule

	Class 4 Acute Agricultural ug/l	Class 3 Acute Aquatic Wildlife ug/l	Acute Toxics Drinking Water Source ug/l	Acute Toxics Wildlife ug/l	1C Acute Health Criteria ug/l	Acute Most Stringent ug/l	Class 3 Chronic Aquatic Wildlife ug/l
Aluminum		1474.9				1474.9	N/A
Antimony			41.1	12638.7		41.1	
Arsenic	293.9	668.9	145.4		0.0	145.4	556.9
Barium					2939.2	2939.2	
Beryllium						0.0	
Cadmium	29.2	11.6			0.0	11.6	1.5
Chromium (III)		8082.8			0.0	8082.8	575.0
Chromium (VI)	292.4	27.7			0.0	27.66	24.62
Copper	586.3	70.3	3821.0			70.3	63.1
Cyanide		43.3	646632.2			43.3	15.3
Iron		1968.4				1968.4	
Lead	292.4	576.7			0.0	292.4	32.0
Mercury		4.73	0.4	0.44	0.0	0.41	0.035
Nickel		2160.5	1792.9	13520.5		1792.9	357.0
Selenium	143.9	37.9			0.0	37.9	10.4
Silver		41.9			0.0	41.9	
Thallium			5.0	18.5		5.0	
Zinc		552.6				552.6	824.6
Boron	2204.4					2204.4	

Summary Effluent Limitations for Metals [Wasteload Allocation, TMDL]
[If Acute is more stringent than Chronic, then the Chronic takes on the Acute value.]

	WLA Acute ug/l	WLA Chronic ug/l	
Aluminum	1474.9	N/A	
Antimony	41.15		
Arsenic	145.4	556.9	Acute Controls
Asbestos	2.06E+07		
Barium			
Beryllium			
Cadmium	11.6	1.5	
Chromium (III)	8082.8	575	
Chromium (VI)	27.7	24.6	
Copper	70.3	63.1	

Cyanide	43.3	15.3	
Iron	1968.4		
Lead	292.4	32.0	
Mercury	0.411	0.035	
Nickel	1792.9	357	
Selenium	37.9	10.4	
Silver	41.9	N/A	
Thallium	5.0		
Zinc	552.6	824.6	Acute Controls
Boron	2204.43		

Other Effluent Limitations are based upon R317-1.

E. coli	126.0	organisms per 100 ml

X. Antidegradation Considerations

The Utah Antidegradation Policy allows for degradation of existing quality where it is determined that such lowering of water quality is necessary to accommodate important economic or social development in the area in which the waters are protected [R317-2-3]. It has been determined that certain chemical parameters introduced by this discharge will cause an increase of the concentration of said parameters in the receiving waters. Under no conditions will the increase in concentration be allowed to interfere with existing instream water uses.

The antidegradation rules and procedures allow for modification of effluent limits less than those based strictly upon mass balance equations utilizing 100% of the assimilative capacity of the receiving water. Additional factors include considerations for "Blue-ribbon" fisheries, special recreational areas, threatened and endangered species, and drinking water sources.

An Antidegradation Level I Review was conducted on this discharge and its effect on the receiving water. Based upon that review, it has been determined that an **Antidegradation Review is Required.**

XI. Colorado River Salinity Forum Considerations

Discharges in the Colorado River Basin are required to have their discharge at a TDS loading of less than 1.00 tons/day unless certain exemptions apply. Refer to the Forum's Guidelines for additional information allowing for an exceedence of this value.

XII. Summary Comments

The mathematical modeling and best professional judgement indicate that violations of receiving water beneficial uses with their associated water quality standards, including important down-stream segments, will not occur for the evaluated parameters of concern as discussed above if the effluent limitations indicated above are met.

XIII. Notice of UPDES Requirement

This Addendum to the Statement of Basis does not authorize any entity or party to discharge to the waters of the State of Utah. That authority is granted through a UPDES permit issued by the Utah Division of Water Quality. The numbers presented here may be changed as a function of other factors. Dischargers are strongly urged to contact the Permits Section for further information. Permit writers may utilize other information to adjust these limits and/or to determine other limits based upon best available technology and other considerations provided that the values in this wasteload analysis [TMDL] are not compromised. See special provisions in Utah Water Quality Standards for adjustments in the Total Dissolved Solids values based upon background concentration.

Utah Division of Water Quality
801-538-6052
File Name: Coalville_WLA_3-16-09.xls

APPENDIX - Coefficients and Other Model Information

CBOD Coeff. (Kd)20 1/day	CBOD Coeff. FORCED (Kd)/day	CBOD Coeff. (Ka)T 1/day	REAER. Coeff. (Ka)20 (Ka)/day	REAER. Coeff. FORCED 1/day	REAER. Coeff. (Ka)T 1/day	NBOD Coeff. (Kn)20 1/day	NBOD Coeff. (Kn)T 1/day
2.000	0.000	1.649	68.686	0.000	62.174	0.400	0.290

Open Coeff. (K4)20 1/day	Open Coeff. (K4)T 1/day	NH3 LOSS (K5)20 1/day	NH3 (K5)T 1/day	NO2+NO3 LOSS (K6)20 1/day	NO2+NO3 (K6)T 1/day	TRC Decay K(Cl)20 1/day	TRC K(Cl)(T) 1/day
0.000	0.000	4.000	3.298	0.000	0.000	32.000	25.053

BENTHIC DEMAND (SOD)20 gm/m2/day	BENTHIC DEMAND (SOD)T gm/m2/day
1.000	0.768

K1 CBOD {theta}	K2 Reaer. {theta}	K3 NH3 {theta}	K4 Open {theta}	K5 NH3 Loss {theta}	K6 NO2+3 {theta}	K(Cl) TRC {theta}	S Benthic {theta}
1.0	1.0	1.1	1.0	1.0	1.0	1.1	1.1

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Review by: _____ **2/21/2012**

J·U·B ENGINEERS, INC.

J-U-B COMPANIES THE LANGDON GROUP GATEWAY MAPPING INC.

MEETING MINUTES

Subject: Coalville Anti-Degradation Review Coordination Meeting

Date: July 28, 2011

Attendees: DWQ – Lisa Nelson, Nick Von Stackelberg, Dave Wham, Bill Damery, Kim Shelley, Kari Lundeen. JUB Engineers – Trevor Lindley, Jim Goodley

Purpose of the Meeting: Coalville Anti-Deg Review (ADR)

1. **Welcome – Bill Damery.**

2. **Project Status – JUB Engineers.** Trevor Lindley gave a brief history of the existing facility including the negotiations with the Bureau of Reclamation (BOR) and the BORs desire to have the facility relocated. The current status is JUB is putting together USDA submittal packages for USDA to review in anticipation of USDA serving as a funding partner. The WQ Board has already agreed to funding 50 percent of the project with a mix of grant and loan. The City is actively pursuing two parcels of land that are the most feasible for the new site. Those negotiations have been going relatively slow. The City has increased the offer on the land to move an agreement forward. The City would rather not pursue imminent domain.

3. **Anti-Degradation Review.** The primary questions JUB has on the ADR is (1) how/who determines constituents of concern and what might they be (2) how many alternatives need to be investigated.

Constituents of Concern:
Nick and Dave explained the permittee (Coalville/JUB) essentially needs to look at background water quality concentrations and the effluent quality and if an effluent concentration is greater than background then potentially that item is a constituents of concern. After some discussion and review of the background water quality concentrations it was determined the most likely constituents of concern include: BOD, TSS, phosphorus, dissolved oxygen, ammonia, and TDS. Of note on these items:

a. Phosphorus and oxygen will not have to be included in the ADR because they are addressed in the TMDL.
b. There is no nitrate data; our goal of TN of 10 is to prepare for future secondary limits.
c. With the plant making a TN of 10 the ammonia concentration will likely be around 1-2 mg/l which is higher than background. David noted the wasteload allocation for Chalk Creek has ample assimilative capacity.
d. TDS will be addressed briefly by noting the challenges of brine disposal, cost of TDS removal, and the fact that the proposed system takes the user rates to maximum on MAGI.

a 466 North 900 West Kaysville, UT 84037 p 801 547 0393 f 801 547 0397 w www.jub.com

Alternatives
It was noted the draft facility plan completed in 2007 proposed maximizing the use of the existing facility. With BOR's stance on vacating the parcel; the Facility Plan Update (December 2010) focused on feasible technologies to meet secondary standards and remove nutrients to a TN of < 10 mg/l and a TP of < 1 mg/l. The alternatives also considered site constraints for the land parcels the City considered to be favorable. The two alternatives for the new site include conventional activated sludge using an MLE process (modified Ludzack-Ettinger) or a membrane bioreactor (MBR). The MLE process targets biological nitrogen removal to reliably meet a TN limit of < 10 mg/l. The MLE process would be site planned for anaerobic zones (bio-P removal) and tertiary filters (Type 1 reuse or further TP removal). The MLE process would start with chemical addition to target effluent TP of < 1 mg/l. The MLE process was selected due to estimated lower capital and operational costs.

The only other potentially viable alternative that was not investigated was an alternative to "get out of the river" and might include aerated lagoons, winter storage, and land application. After some discussion, JUB will investigate that kind of an alternative to see how the numbers come in. The big challenge continues to be finding viable land. This alternative can be discussed in generic terms without specific land being identified.

DWQ noted they will review the ADR but it would likely be an outside stakeholder that would challenge the ADR with regard to if appropriate alternatives have been investigated.

4. **Ambient WQ and Facility Wasteload.** Dave Wham provided ambient WQ data and the draft wasteload. Of all the constiuents discussed and included in the wasteload, DO may need the most attention in the design. The current design does not have re-aeration. The design may need to include re-aeration or try to accommodate a cascade weir at the back end of the facility.

   There was quite a lengthy discussion on receiving water. It was noted in the late spring and early summer the receiving water will essentially be the backwaters of Echo Reservoir. In the fall and winter the receiving water will be un-named tributary to Chalk Creek. DWQ at this point has run the wasteload and background on Chalk Creek. After some discussion it was decided to maintain Chalk Creek as the receiving water. However, once the land is finalized DWQ will want to walk the site and look at the un-named tributary. If the un-named tributary has a year round flow it is possible the receiving water will be reclassified. All agreed the un-named tributary was likely a "water of the state" (defined as such if it crosses property boundaries). It was also noted the un-named tributary enters Chalk Creek only a short distance above its own confluence with the Weber River.

5. **TMDL Status (Kari Lundeen).** DWQ is gathering background data. TMDL will likely go out to contract next year. It will cover Echo and Rockport Reservoirs and the Weber drainage above these two reservoirs. Kari would like to be done in 2014. No stakeholder meetings have been held to date.

6. **UPDES Timing (Kim Shelley):** DWQ is pushing to have UPDES permits issued prior to construction. All agreed that would be a good thing to have done. Trevor highlighted the schedule with ADR, funding, environmental spanning July, August, September, October. Design October through May and bidding and construction starting summer of 2012. So under that

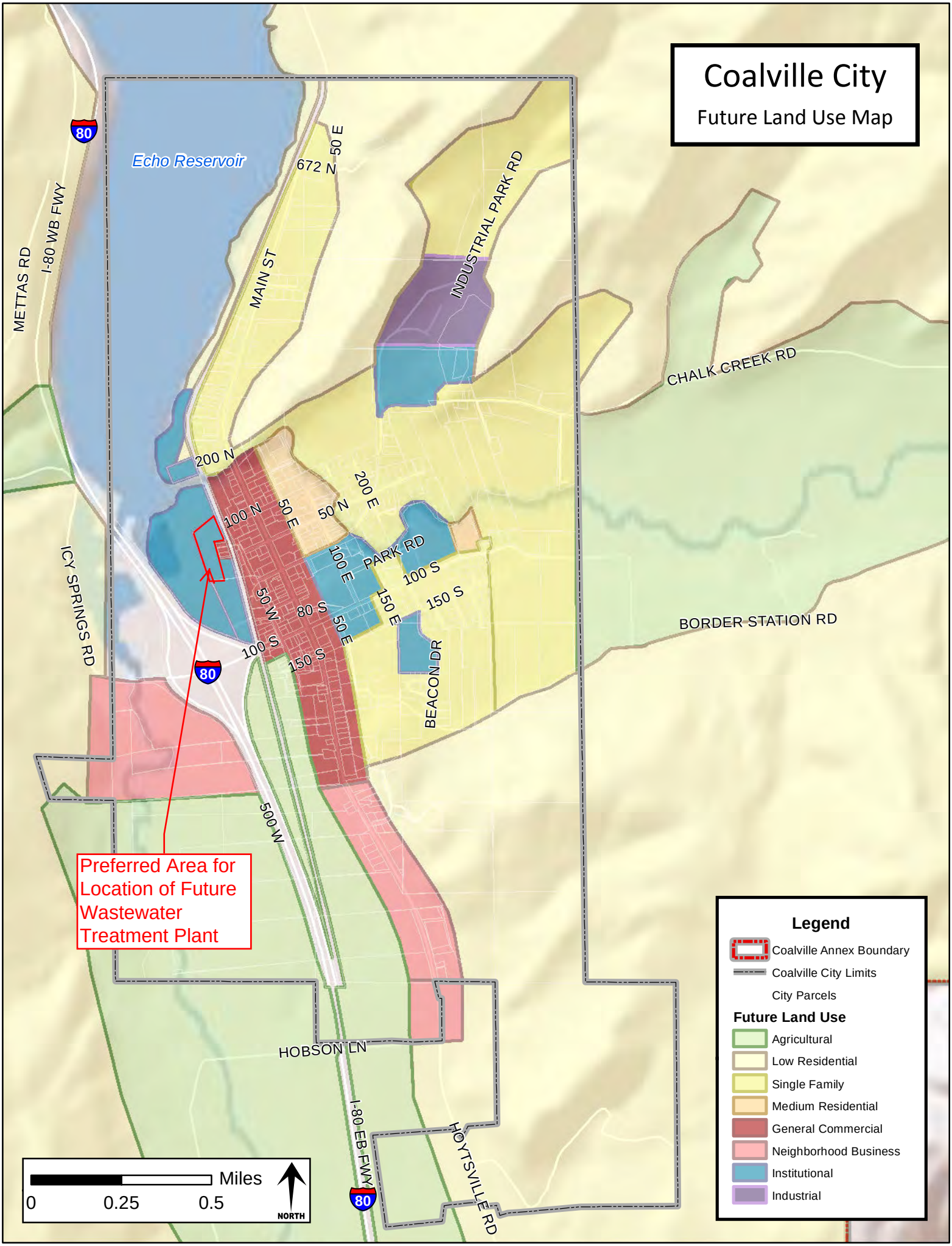
type of schedule the permit would be issued in about May of 2012. DWQ is starting a fee schedule for permittees. The upside to issuing a permit prior to construction is it seems to give citizens and elected officials a better feeling that the facility will get the permit. The downside is with the permit being issued the 5 year clock starts ticking so for 1 to 2 years during construction the permit is active but in a sense not being used. For Coalville they would have two permits at the same time. The old permit expires August of 2014 which should fit fine with the new permit.

7. **Action Items/Other Discussion:**
    a. Schedule: JUB anticipates sending out the agency notices early in August and giving them 30 days to respond. JUB would hope to have a draft Env. Report/ADR available early in September. DWQ will need at least 30 days to review the ADR. So the public comment period would potentially be mid-October through mid-November.
    b. The Env. Report will have an ADR section. We proposed referring to an Appendix in the Env. Report and including the ADR forms and narrative in that Appendix. That will allow DWQ to focus on the ADR appendix.
    c. We may have to re-open the Facility Plan if any new alternatives (like land application) are more fully developed. We would rather not re-open the facility plan and just make the Env. Report cover the items necessary for ADR.
    d. JUB will keep the group informed on the land so DWQ can perform a site walk if they need to as part of the Env. Report.

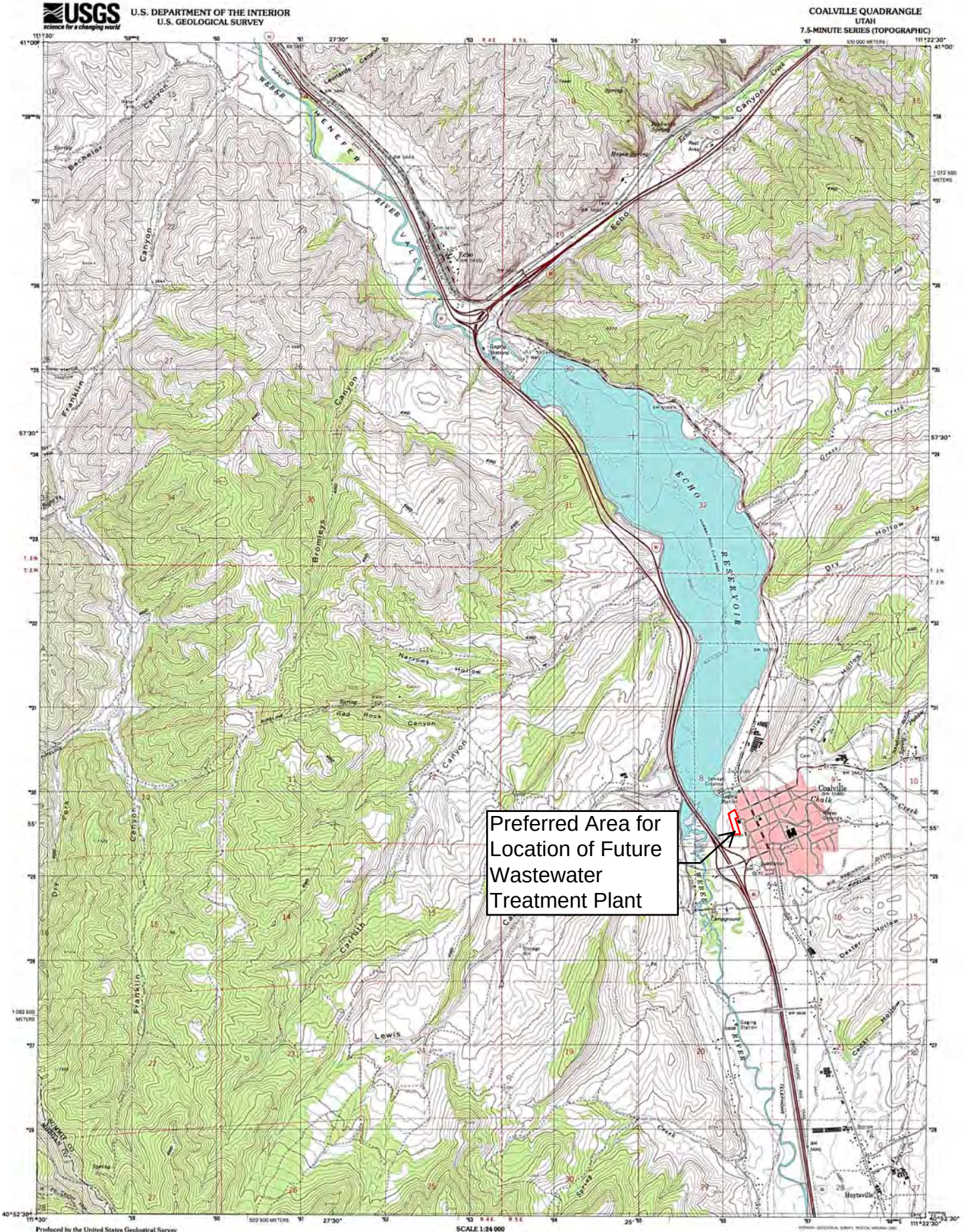
APPENDIX H
MAPS:

- GENERAL PLAN MAP
- USGS TOPOGRAPHIC MAP
- PRIME FARMLAND MAP
- FLOODPLAIN MAP
- FLOODPLAIN MAP WITH SURVEY
- WETLANDS MAP
- SOURCE WATER PROTECTION ZONE MAP
- ENVIRONMENTAL JUSTICE MAP
- AIR QUALITY MAP

GENERAL PLAN MAP


Coalville City
Future Land Use Map
Echo Reservoir
METTAS RD
I-80 WB FWY
MAIN ST
672 N
50 E
INDUSTRIAL PARK RD
CHALK CREEK RD
200 N
100 N
50 E
50 N
200 E
PARK RD
100 E
100 S
150 S
150 E
80 S
50 W
50 E
100 S
150 S
BEACON DR
BORDER STATION RD
ICY SPRINGS RD
500 W
HOBSON LN
I-80 EB FWY
HOYTSVILLE RD
80
Preferred Area for Location of Future Wastewater Treatment Plant
Legend
Coalville Annex Boundary
Coalville City Limits
City Parcels
Future Land Use
Agricultural
Low Residential
Single Family
Medium Residential
General Commercial
Neighborhood Business
Institutional
Industrial
Miles
0
0.25
0.5
NORTH

USGS TOPOGRAPHIC MAP


USGS
science for a changing world
U.S. DEPARTMENT OF THE INTERIOR
U.S. GEOLOGICAL SURVEY
COALVILLE QUADRANGLE
UTAH
7.5-MINUTE SERIES (TOPOGRAPHIC)
WEBER
RIVER
ECHO
RESERVOIR
Coalville
Hoytsville
Preferred Area for Location of Future Wastewater Treatment Plant
SCALE 1:24 000
Produced by the United States Geological Survey
CONTOUR INTERVAL 40 FEET
SUPPLEMENTARY CONTOUR INTERVAL 20 FEET
NATIONAL GEODETIC VERTICAL DATUM OF 1929
THIS MAP COMPLIES WITH NATIONAL MAP ACCURACY STANDARDS
FOR SALE BY U.S. GEOLOGICAL SURVEY, P.O. BOX 25286, DENVER, COLORADO 80225
A FOLDER DESCRIBING TOPOGRAPHIC MAPS AND SYMBOLS IS AVAILABLE ON REQUEST
ROAD CLASSIFICATION
ADJOINING 7.5' QUADRANGLE NAMES
COALVILLE, UT
1997
NDMA 3765 IV NW-SERIES V897

PRIME FARMLAND MAP


111° 24' 12"
111° 24' 2"
40° 55' 7"
40° 54' 56"
466040
466080
466120
466160
466200
466240
4529800
4529760
4529720
4529680
4529640
4529600
4529560
4529520
179
Preferred Area for Location of Future Wastewater Treatment Plant
Map Scale: 1:1,600 if printed on A size (8.5" x 11") sheet.
N
Meters
0 15 30 60 90
Feet
0 50 100 200 300

MAP LEGEND

Area of Interest (AOI)

Area of Interest (AOI)

Soils

Soil Map Units

Special Point Features

Blowout

Borrow Pit

Clay Spot

Closed Depression

Gravel Pit

Gravelly Spot

Landfill

Lava Flow

Marsh or swamp

Mine or Quarry

Miscellaneous Water

Perennial Water

Rock Outcrop

Saline Spot

Sandy Spot

Severely Eroded Spot

Sinkhole

Slide or Slip

Sodic Spot

Spoil Area

Stony Spot

Very Stony Spot

Wet Spot

Other

Special Line Features

Gully

Short Steep Slope

Other

Political Features

Cities

Water Features

Streams and Canals

Transportation

Rails

Interstate Highways

US Routes

Major Roads

Local Roads

MAP INFORMATION

Map Scale: 1:1,600 if printed on A size (8.5" × 11") sheet.

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for accurate map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL: http://websoilsurvey.nrcs.usda.gov
Coordinate System: UTM Zone 12N NAD83

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Summit Area, Utah, Parts of Summit, Salt Lake and Wasatch Counties
Survey Area Data: Version 5, Sep 4, 2009

Date(s) aerial images were photographed: 8/18/2006

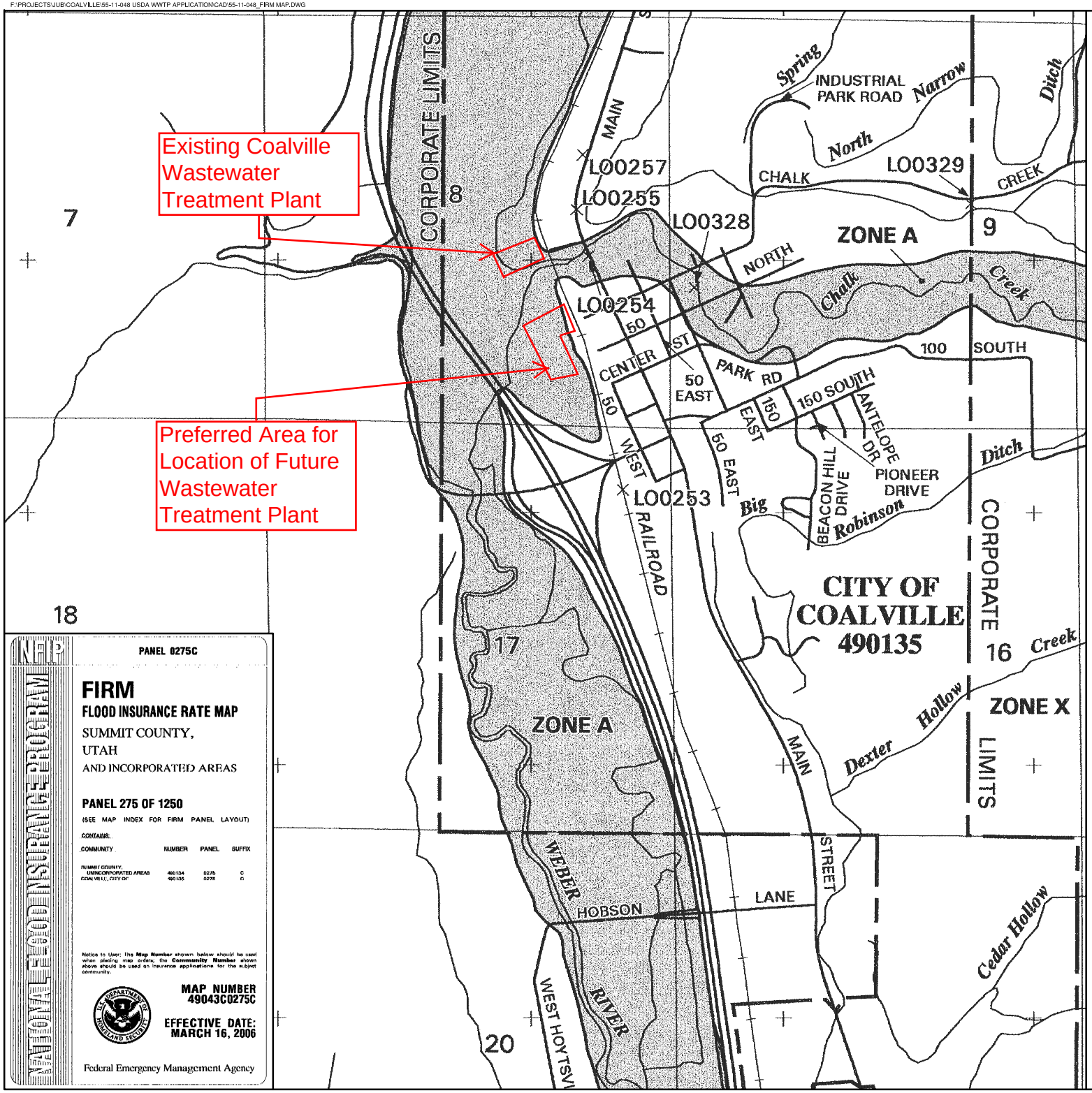
The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Summit Area, Utah, Parts of Summit, Salt Lake and Wasatch Counties (UT613)			
Map Unit Symbol	**Map Unit Name**	**Acres in AOI**	**Percent of AOI**
179	Wanship-Kovich loams, 0 to 3 percent slopes	8.1	100.0%
Totals for Area of Interest		**8.1**	**100.0%**

FLOODPLAIN MAP

F:\PROJECTS\JUB\COALVILLE\55-11-048 USDA WWTP APPLICATION\CAD\55-11-048_FIRM MAP.DWG



NFIP NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0275C

FIRM
FLOOD INSURANCE RATE MAP

SUMMIT COUNTY, UTAH AND INCORPORATED AREAS

PANEL 275 OF 1250

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
SUMMIT COUNTY, UNINCORPORATED AREAS	490134	0275	C
COALVILLE, CITY OF	490135	0275	C

Notice to User: The **Map Number** shown below should be used when placing map orders; the **Community Number** shown above should be used on insurance applications for the subject community.

MAP NUMBER 49043C0275C

EFFECTIVE DATE: MARCH 16, 2006

Federal Emergency Management Agency

LEGEND

SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD EVENT

The 1% annual chance flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zones A, AE, AH, AO, AR, A99, V, and VE. The Base Flood Elevation is the water surface elevation of the 1% annual chance flood.

ZONE A	No base flood elevations determined.
ZONE AE	Base flood elevations determined.
ZONE AH	Flood depths of 1 to 3 feet (usually areas of ponding); base flood elevations determined.
ZONE AO	Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding, velocities also determined.
ZONE AR	Area of special flood hazard formerly protected from the 1% annual chance flood event by a flood control system that was subsequently decertified. Zone AR indicates that the former flood control system is being restored to provide protection from the 1% annual chance or greater flood event.
ZONE A99	Area to be protected from 1% annual chance flood event by a Federal flood protection system under construction; no base flood elevations determined.
ZONE V	Coastal flood zone with velocity hazard (wave action); no base flood elevations determined.
ZONE VE	Coastal flood zone with velocity hazard (wave action); base flood elevations determined.

FLOODWAY AREAS IN ZONE AE

The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

OTHER FLOOD AREAS

ZONE X	Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

OTHER AREAS

ZONE X	Areas determined to be outside the 0.2% annual chance floodplain.
ZONE D	Areas in which flood hazards are undetermined, but possible.

COASTAL BARRIER RESOURCES SYSTEM (CBRS) AREAS

OTHERWISE PROTECTED AREAS (OPAs)

CBRS areas and OPAs are normally located within or adjacent to Special Flood Hazard Areas.

	Floodplain boundary
	Floodway boundary
	Zone D boundary
	CBRS and OPA boundary
	Boundary dividing Special Flood Hazard Areas of different Base Flood Elevations, flood depths or velocities.
513	Base Flood Elevation line and value; elevation in feet*
(EL 987)	Base Flood Elevation value where uniform within zone; elevation in feet*

*Referenced to the North American Vertical Datum of 1988

A — A	Cross Section Line
23 - - - - - 23	Transect Line
97°07'30", 32°22'30"	Geographic coordinates referenced to the North American Datum of 1983 (NAD 83)
4276000M	1000-meter Universal Transverse Mercator grid values, zone 12
600000 FT	5000-foot grid ticks
DX5510 ×	Bench mark (see explanation in Notes to Users section of this FIRM panel).
• M1.5	River Mile

MAP REPOSITORY
Refer to Repository Listing on Index Map

EFFECTIVE DATE OF COUNTYWIDE
FLOOD INSURANCE RATE MAP
MARCH 16, 2006

EFFECTIVE DATE(S) OF REVISION(S) TO THIS PANEL

For community map revision history prior to countywide mapping, refer to the Community Map History table located in the Flood Insurance Study report for this jurisdiction.

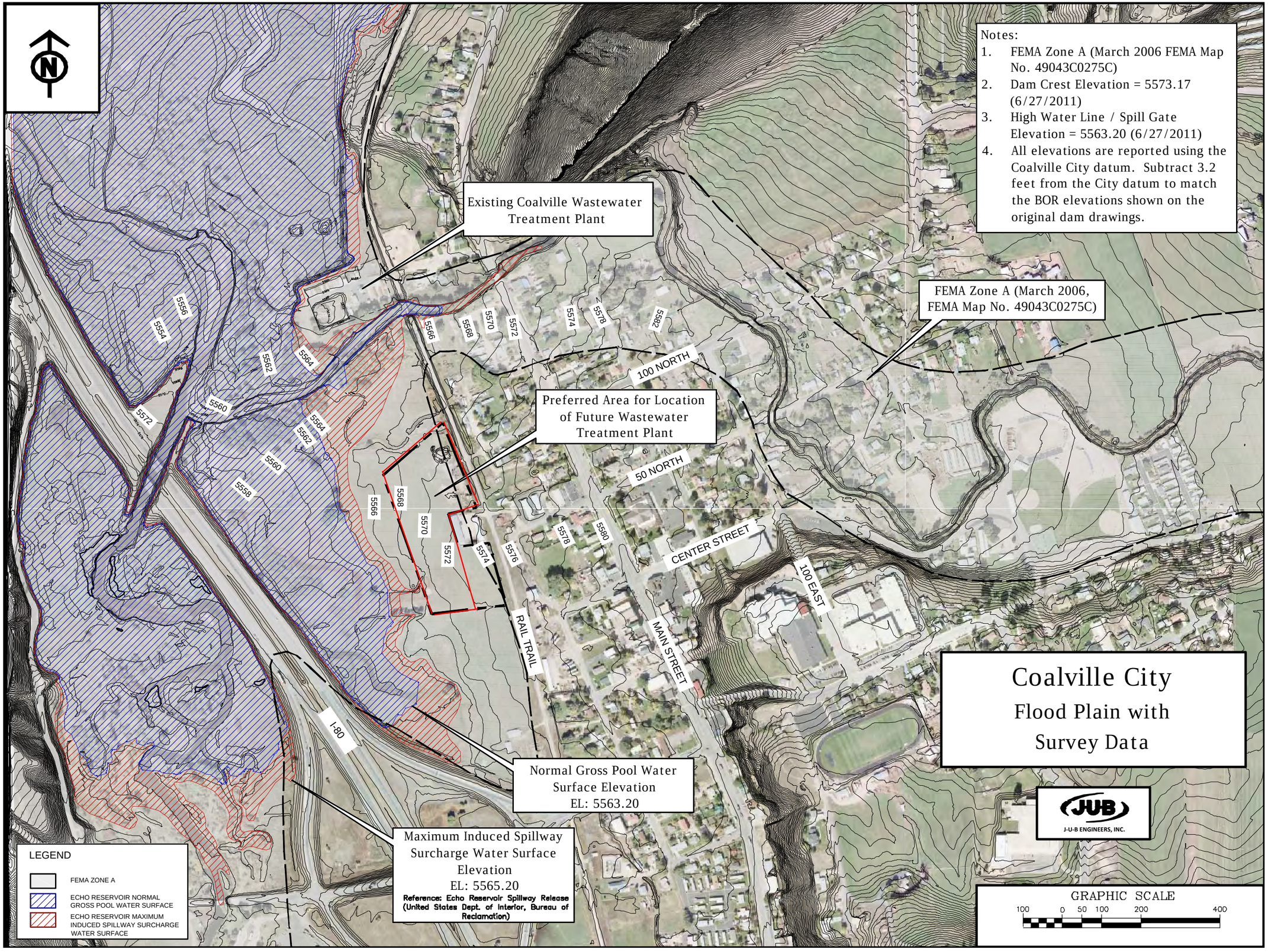
To determine if flood insurance is available in this community, contact your insurance agent or call the National Flood Insurance Program at (800) 638-6620.

MAP SCALE 1" = 2000'

1000 0 2000 4000 FEET

600 0 600 1200 METERS

FLOODPLAIN MAP WITH SURVEY


Notes:
1. FEMA Zone A (March 2006 FEMA Map No. 49043C0275C)
2. Dam Crest Elevation = 5573.17 (6/27/2011)
3. High Water Line / Spill Gate Elevation = 5563.20 (6/27/2011)
4. All elevations are reported using the Coalville City datum. Subtract 3.2 feet from the City datum to match the BOR elevations shown on the original dam drawings.
Existing Coalville Wastewater Treatment Plant
FEMA Zone A (March 2006, FEMA Map No. 49043C0275C)
Preferred Area for Location of Future Wastewater Treatment Plant
Normal Gross Pool Water Surface Elevation EL: 5563.20
Maximum Induced Spillway Surcharge Water Surface Elevation EL: 5565.20
Reference: Echo Reservoir Spillway Release (United States Dept. of Interior, Bureau of Reclamation)
100 NORTH
50 NORTH
CENTER STREET
100 EAST
MAIN STREET
RAIL TRAIL
I-80
5556
5554
5562
5564
5560
5572
5558
5566
5568
5570
5574
5576
5578
5580
5582
LEGEND
FEMA ZONE A
ECHO RESERVOIR NORMAL GROSS POOL WATER SURFACE
ECHO RESERVOIR MAXIMUM INDUCED SPILLWAY SURCHARGE WATER SURFACE
Coalville City
Flood Plain with Survey Data
JUB
J-U-B ENGINEERS, INC.
GRAPHIC SCALE
100 0 50 100 200 400

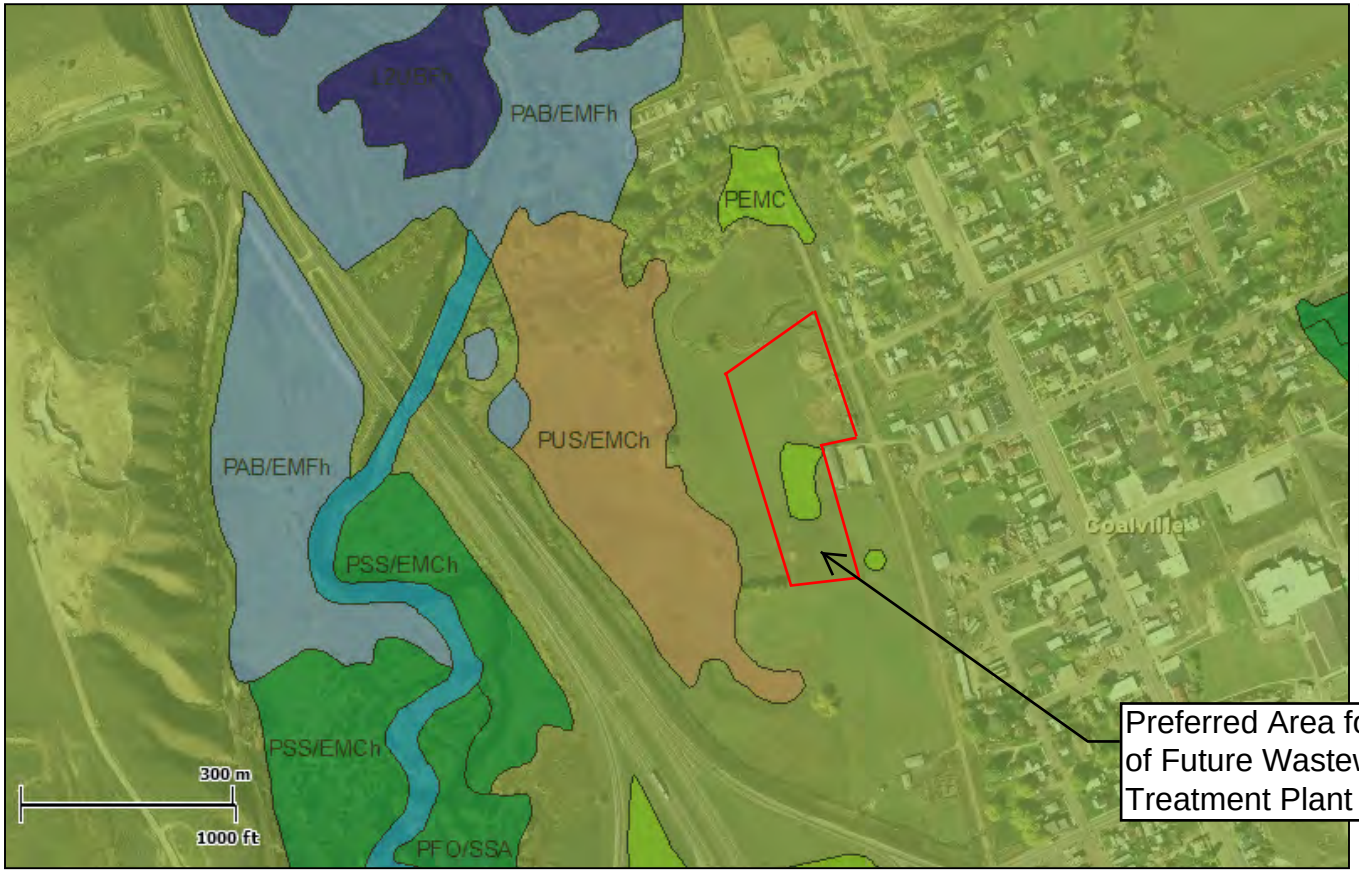
WETLANDS MAP

U.S. Fish and Wildlife Service

National Wetlands Inventory

Coalville-detailed wetlands

May 31, 2011



Wetlands

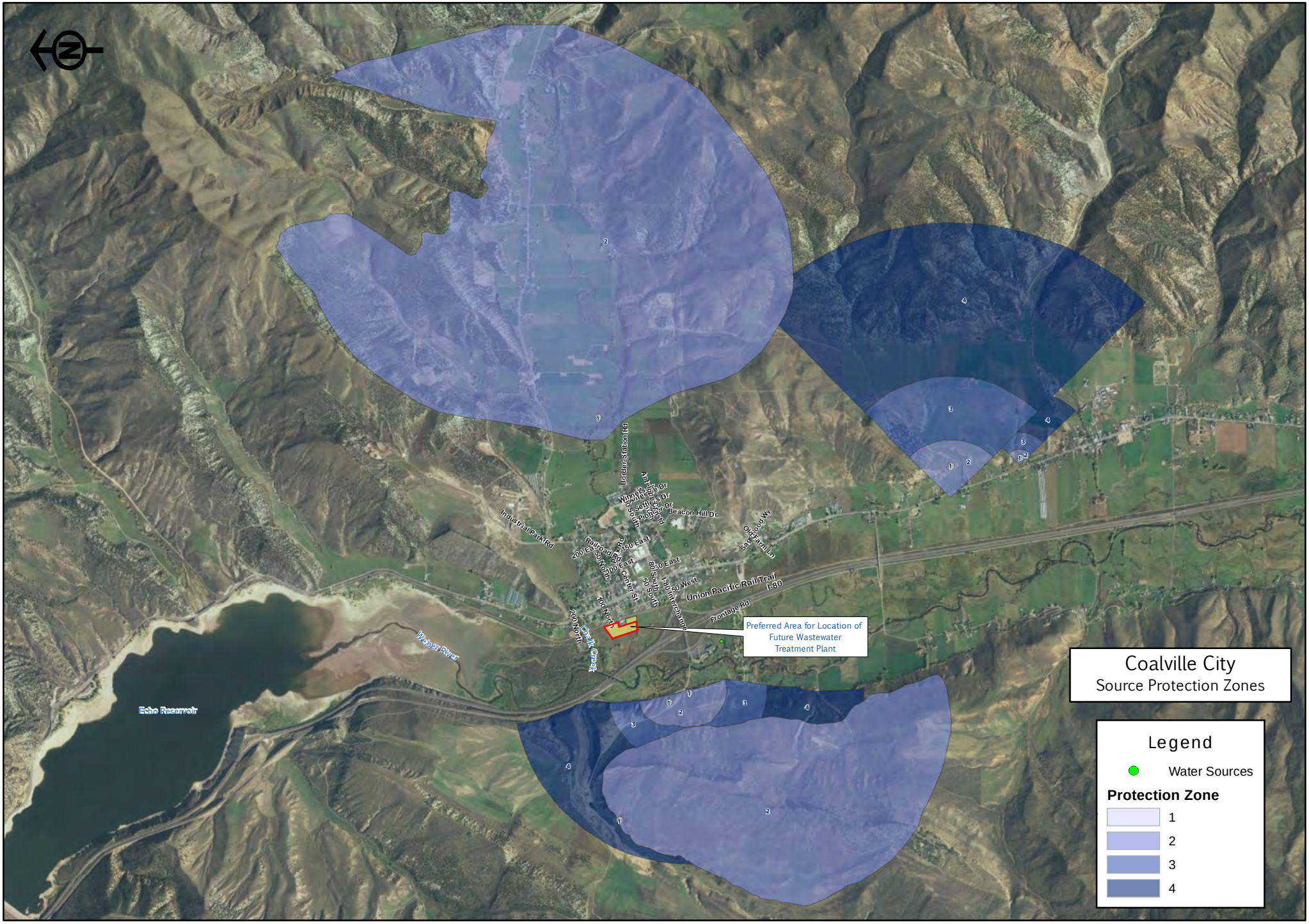
- Freshwater Emergent
- Freshwater Forested/Shrub
- Estuarine and Marine Deepwater
- Estuarine and Marine
- Freshwater Pond
- Lake
- Riverine
- Other

Status

- Digital
- Scan
- Non-Digital
- No Data

User Remarks:

SOURCE WATER PROTECTION ZONE MAP



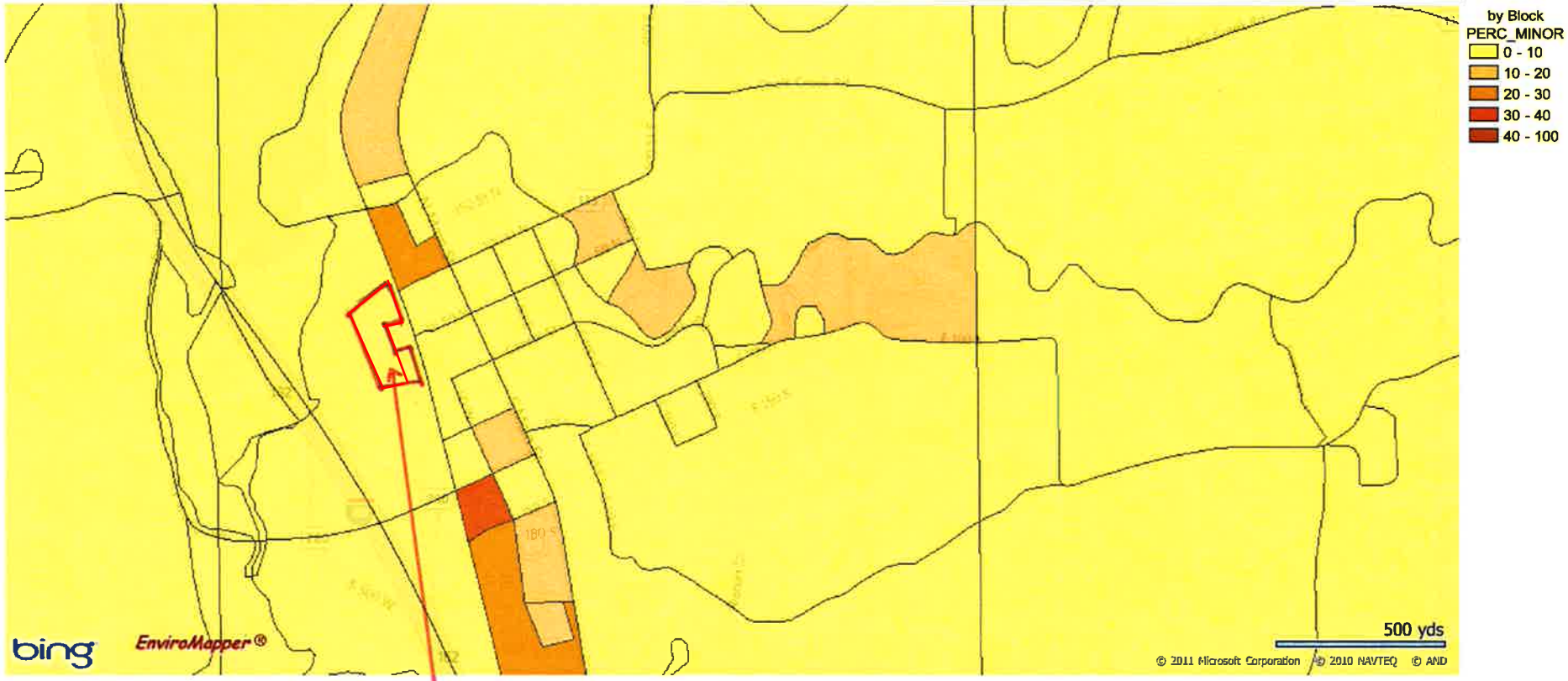
J-U-B ENGINEERS, INC.

GATEWAY MAPPING INC.
a J-U-B Company

Date: 8/23/2011

ENVIRONMENTAL JUSTICE MAP

Click and Add Title Here



Preferred Area for Location of Future Wastewater Treatment Plant

AIR QUALITY MAP

State of Utah

National Ambient Air Quality Standards

Areas of Non-attainment and Maintenance

(Updated March 2010)