HEBER VALLEY SPECIAL SERVICE DISTRICT

1000 East Main Street
Midway, UT 84049-0427
Phone: (435) 654-2248

BOARD MEETING
4:00 PM
October 8, 2026
AGENDA ITEMS

Conducting: Chair, Heidi Franco

AGENDA ITEMS:

1. **Public Comment:** This is the public's opportunity to comment on items not on the agenda.
2. **Entity Updates:** From HVSSD Member Entities
3. **Committee Updates:** From HVSSD Committees
4. **Consent Agenda:**
    a. September 2026 Budget Report
    b. September 2026 Financials
        i. Balance Sheet September 2026
        ii. Check Register September 2026
        iii. P&L September 2026
    c. PTIF General Fund September 2026
    d. PTIF Impact Fee September 2026
    e. PTIF Bond September 2026
    f. PTIF CIB Bond September 2026
    g. September 2026 Warrant list approval
    h. September 2026 Board Meeting Minutes-Regular Session (Pending)
5. **2027 Tentative Budget** – Review and Discussion (Jim Goodley- 30 mins)
6. **VorTech Aeration Agreement**- Motion to approve- (Jim Goodley- 30 mins)
7. **Facility Plan Agreement** – Motion to approve- (Jim Goodley-15 mins)
8. **Technical Advisory and Capital Facilities Committees-** Discussion and consideration (Jim Goodley-15 mins)
9. **Landscaping/Tree Removal Service**- Consideration for approval (Jim Goodley – 10 mins)
10. **Manager's Report** (Jim Goodley- 20 mins)
11. **Closed Session** – A strategy session to discuss pending or reasonably imminent litigation pursuant to U.C.A. 52-4-205 and/or discuss personnel or property items.
12. **Adjourn Regular Meeting**

ELECTRONIC PARTICIPATION: If you are interested in participating via electronic media, please go to our HVSSD website for the link at www.hebervalleyssd.gov . Published on the State Public Notice Website at www.hebervalleyssd.gov and at the Heber Valley Special Service District Administration Building

Heber Valley Special Service District

Performance and Dollar Indicators
09/31/2026

		12/31/2023	12/31/2024	12/31/2025	YTD 09/31/2026	Annual Budget
1	Total ERU's					
2	ERU's Growth					
3	ERU's Heber					
4	ERU's Midway					
5	ERU's Charleston					
6	Cash and Investments (Operating)	2,401,077	2,808,229	1,674,821	3,828,415	
7	Cash and Investments (Bonds)	-	-	4,496,608	102,016	
8	Cash and Investments (Impact fees)	11,127,750	12,518,544	16,261,588	17,050,210	
9	Cash and Investments (CIB Bonds restricted	-	-	-	367,743	
10	Days cash on hand (unrestricted)	370	473	196	400	
11	Net Capital Assets	17,527,893	18,292,122	21,384,396	21,539,343	
12	Total Assets	31,361,912	34,513,632	44,370,780	43,343,912	
13	Total Liabilities	508,984	416,463	6,952,507	552,112	
14	Net Position (Equity)	31,452,482	34,641,533	44,524,372	36,009,823	
15	Operating Revenues	2,759,614	3,159,680	3,346,913	1,972,871	3,425,641
16	Operating Expenses	2,367,931	2,166,213	3,117,558	1,288,812	1,496,000
17	Operating Income less Depreciation	1,166,569	1,760,662	1,284,155	684,059	1,929,641
18	Depreciation	774,886	767,195	1,054,800	656,694	
19	Impact Fees	2,248,592	1,510,928	2,377,823	835,769	1,600,000
20	Change in Net Position (Net Income)	3,244,685	3,281,543	3,347,026	1,992,154	
21	Net Cash Provided by Operating Activities	1,572,588	1,041,294	3,031,399	285,460	
22	Debt	-	-	4,672,000	5,300,000	
23	Debt Service Coverage Ratio	-	-			
24	Payroll wages/benefits	411,369	848,138	927,686	599,705	1,080,000
25	Total Capital Expenses (rate funded)	465,805	1,706,677	1,680,332	272,482	1,600,000
26	Total Capital Expenses (bond projects) Dredging	-	-	2,900,999	3,544,882	-
27	Total Capital Expenses (bond projects) CIB	-	-	-	76,831	-

Budget Report thru September 30, 2026

HVSSD - Sewer Fund FY 2026 Budget				
Revenues	**Budget FY 2026**	**Actual To Date FY 2026**	**75.0% Percent Target**	**Year End Projected Amount**
Operating Revenues Sewer				
Sewer system sales	$ 650,641	$ 380,592	58%	$ 650,641
Dump station income	40,000	45,635	114%	50,000
Interest income	50,000	44,805	90%	50,000
Miscellaneous	5,000	19,987	400%	20,000
Total Sewer Operating Revenues	**$ 745,641**	**$ 491,019**	**66%**	**770,641**
Farm Operating Income				
Rents	$ 18,000	$ 53,587	298%	$ 65,000
Farm income hay sales	200,000	28,738	14%	28,738
Total Farm Income	**$ 218,000**	**$ 82,325**	**38%**	93,738
Impact Fee Income				
Impact fee income	1,600,000	835,769	52%	1,600,000
Impact fee interest	550,000	429,591	78%	550,000
Total Impact Revenues	**$ 2,150,000**	**$ 1,265,360**	**59%**	**$ 2,150,000**
Capital Income				
Capital Projects	2,535,000	1,399,529	55%	2,535,000
Sale of asset	-	261,500	100%	261,500
Interest income capital	-	53,717	100%	40,000
Total Capital Income	**$ 2,535,000**	**$ 1,714,746**	**68%**	**2,836,500**
TOTAL REVENUES	**$ 5,648,641**	**$ 3,553,450**	**63%**	**$ 5,850,879**

Revenues	Budget FY 2026	Actual To Date FY 2026	75.0% Percent Target	Year End Projected Amount
Plant Expenses				
Wages	$ 490,000	$ 401,046	82%	$ 490,000
Benefits	130,000	113,575	87%	130,000
Training dues, and conferences	20,000	4,880	24%	20,000
Office & lab supplies	65,000	39,378	61%	65,000
Repairs & maint	215,000	81,502	38%	175,000
Insurance	35,000	38,602	110%	38,996
Utilities	335,000	256,233	76%	335,000
Salt & chemicals	90,000	19,320	21%	90,000
Vehicles Expense	15,000	5,026	34%	15,000
Office expense	16,000	24,683	154%	22,000
Building Maint	50,000	11,465	23%	25,000
Professional & technical	200,000	126,814	63%	200,000
Directors stipend	35,000	22,050	63%	35,000
Total Plant Expenses	**$ 1,696,000**	**$ 1,144,574**	67%	**$ 1,640,996**
Farm Expenses				
Wages	$ 120,000	$ 51,054	43%	51,054
Benefits	40,000	34,031	85%	34,031
Water assessments	20,000	178	1%	20,000
Farm expenses	20,000	9,328	47%	10,000
Fuel, gas oil	15,000	-	0%	-
Repairs & maintenance	100,000	500	1%	5,000
Equipment supplies	75,000	-	0%	5,000
Utilities	60,000	48,534	81%	50,000
Professional services	25,000	614	2%	614
Insurance	15,000	-	0%	-
Equipment rental	25,000	-	0%	-
Total Farm Expenses	**$ 515,000**	**$ 144,239**	28%	**$ 175,699**
Impact Fee Expenses				
None	$ -	$ -	0%	$ -
Total Impact Fee Expenses	**$ -**	**$ -**	0%	**$ -**
Capital Expenses (Rate Funded)				
Plant updates	$ 1,650,000	$ 199,516	12%	$ 250,000
Lease	-	-	0%	-
*Depreciation	-	72,966	100%	72,966
Total Capital Expenses (Rate Funded)	**$ 1,650,000**	**$ 272,482**	17%	**$ 322,966**
TOTAL EXPENSES	**$ 3,861,000**	**$ 1,561,295**	40%	**$ 2,139,661**
Surplus/(Deficit) Overall	**$ 1,787,641**	**$ 1,992,155**		**$ 3,711,218**
Capital Expenses (Bond Funded)				
Dredging Projects	$ 3,447,089	$ 3,447,089	100%	$ 3,447,089
CIB Project	-	76,831	0%	73,097
Total Bond Funded Projects	**$ 3,447,089**	**$ 3,523,920**	102%	**$ 3,520,186**
Capital Debt Service (Bond Funded)				
2025 Dredging bond principal-Flagstar	336,000	-	0%	336,000
2025 Dredging bond interest-Flagstar	300,000	-	0%	300,000
2025 Dredging Project		3,447,088		
2026 CIB Bond poject	-	76,831	100%	-
2026 CIB Bond principal	-	-	0%	-
2026 CIB Bond interest	-	97,792	100%	-
Total Capital Expenses (Bond Funded)	**$ 636,000**	**$ 3,621,711**	569%	**$ 636,000**

* Depreciation isn non cash and prorated

Expenses	Budget FY 2026	Actual To Date FY 2026	75.0% Percent Target	Year End Projected Amount
Cash Summary				$ 5,386,039
SEWER SUMMARY				
Total Sewer Operating Revenues	$ 745,641	$ 491,019	66%	$ 3,700,879
Total Farm Operating Revenues	$ 218,000	$ 82,325	38%	$ 93,738
Total Plant Expenses	$ 1,696,000	$ 1,144,574	67%	$ 1,640,996
Total Farm Expenses	$ 515,000	$ 144,239	28%	$ 175,699
Surplus/(Deficit) Sewer Operations	$ 1,708,641	$ 1,409,029		$ 2,059,883

Expenses	Budget FY 2026	Actual To Date FY 2026	75.0% Percent Target	Year End Projected Amount
IMPACT FEE SUMMARY				
Total Impact Revenues	$ 2,150,000	$ 1,265,360	59%	$ 2,150,000
Total Impact Fee Expenses	$ -	$ -	0%	$ -
Surplus/(Deficit) Impact Fee	$ 2,150,000	$ 1,265,360		$ 2,150,000

Expenses	Budget FY 2026	Actual To Date FY 2026	75.0% Percent Target	Year End Projected Amount
CAPITAL SUMMARY (Rate Funded)				
Total Capital Income	$ 2,535,000	$ 1,714,746	68%	$ 2,535,000
Total Capital Expenses	$ 1,650,000	$ 272,482	17%	$ 1,650,000
Surplus/(Deficit) Capital	$ 885,000	$ 1,442,264		$ 2,513,534

Expenses	Budget FY 2026	Actual To Date FY 2026	75.0% Percent Target	Year End Projected Amount
CAPITAL SUMMARY (Bond Funded)				
Total Capital Income	$ 3,447,089	$ -	0%	$ 3,520,186
Total Capital Expenses	$ 3,447,089	$ 3,523,920	102%	$ 3,520,186
Surplus/(Deficit) Capital	$ -	$ (3,523,920)		$ -

Expenses	Budget FY 2026	Actual To Date FY 2026	75.0% Percent Target	Year End Projected Amount
CAPITAL Debt Service (Bond Funded)				
Total Debt Service Income CIB	$ 636,000	$ -	0%	$ 636,000
Total Debt Expenses	$ 636,000	$ 3,621,711	569%	$ 636,000
Surplus/(Deficit) Bond Debt	$ -	$ (3,621,711)		$ -

PTIF Balances		
PTIF 1014 General	9/30/2026	$ 3,126,287
PTIF 15244 Impact Fees	9/30/2026	$ 17,050,210
PTIF 9150 Bond Account	9/30/2026	$ 102,016
PTIF 9573 CIB Bond	9/30/2026	$ 367,743

Heber Valley Special Service District
Balance Sheet
As of September 30, 2026

	Sep 30, 26
ASSETS	
Current Assets	
Checking/Savings	
1123000 CASH ZIONS BANK	702,128.73
1125000 PTIF GENERAL ACCOUNT	3,126,287.81
1125010 PTIF IMPACT FEES	17,050,210.30
1125020 PTIF BOND ACCOUNT	102,016.09
1125040 PTIF 9573 CIB ACCOUNT	367,742.98
Total Checking/Savings	21,348,385.91
Accounts Receivable	
1303000 MIDWAY CONTRACT REC	1,698.75
A/R OTHER	209,525.29
Total Accounts Receivable	211,224.04
Other Current Assets	
1302000 MIDWAY SAN DISTRICT(1)	67,770.42
PREPAID INSURANCE	23,597.32
Total Other Current Assets	91,367.74
Total Current Assets	21,650,977.69
Fixed Assets	
1711910 PLANT/FARM EQUIPMENT	4,404,406.23
1720100 PLANT EXPANSION	12,503,362.20
CONSTRUCTION IN PROGRESS	1,723,975.37
FENCESMIDWAY LIFT STATION	34,002.74
GROUND WATER DRAINS	38,686.27
LAND	6,433,258.10
LANDDISPOSAL SITE	1,761,158.31
LANDMIDWAY LIFT STATION	1,038.88
LESS ACCUM DEPRECIATION	-19,413,834.49
SEWAGE TREATMENT PLANT	13,026,794.28
TREATMENT PLANT EQUIPMENT	1,026,494.79
Total Fixed Assets	21,539,342.68
Other Assets	
Deferred Outflows	153,592.00
Total Other Assets	153,592.00
TOTAL ASSETS	**43,343,912.37**
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
ACCOUNTS PAYABLE	58,012.71
Total Accounts Payable	58,012.71
Credit Cards	
Zions Bank Credit Card 3993	1,913.74
Total Credit Cards	1,913.74
Other Current Liabilities	
CURRENT MATURITY BOND	428,000.00
INTEREST PAYBLE	7,234.00
Payroll Liabilities	21,562.54
ST ACCRUED VAC/SICK LEAVE	29,349.04
WAGES PAYABLE	6,039.95
Total Other Current Liabilities	492,185.53
Total Current Liabilities	552,111.98

Heber Valley Special Service District
Balance Sheet
As of September 30, 2026

	Sep 30, 26
Long Term Liabilities	
BOND FLAGSTAR PUBLIC FUNDING	4,672,000.00
CIB Loan Payable	2,000,000.00
DEF INFLOW RESOURCESPENSIONS	255.00
LT ACCRUED VAC/SICK LEAVE	29,609.28
NET PENSION LIABILITY	80,113.00
Total Long Term Liabilities	6,781,977.28
Total Liabilities	7,334,089.26
Equity	
IMPACT FEES	12,518,543.76
Invested in Capital Assets	18,292,122.00
Retained Earnings	6,828,715.79
Net Income	-1,629,558.44
Total Equity	36,009,823.11
TOTAL LIABILITIES & EQUITY	**43,343,912.37**

Heber Valley Special Service District

10/4/2026 12:47 AM

Register: 1123000 CASH ZIONS BANK

From 09/01/2026 through 09/30/2026

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
09/04/2026	ACH	ADP Payroll	Payroll Liabilities	Net Pay - Pay ...	13,914.92	X		783,836.31
09/04/2026	ACH	ADP Payroll	Payroll Liabilities	Tax Liability - ...	7,186.07	X		776,650.24
09/04/2026	ACH	ADP Payroll	Payroll Liabilities	Child Support ...	461.54	X		776,188.70
09/04/2026	ACH	UTAH STATE RETI...	5200000 PLANT EXP...		4,464.03	X		771,724.67
09/04/2026	ACH	UTAH STATE RETI...	5200000 PLANT EXP...		2,929.96	X		768,794.71
09/08/2026		RIGHTWORKS	ACCOUNTS PAYABLE	QuickBooks ge...		X		768,794.71
09/08/2026		ENBRIDGE GAS	ACCOUNTS PAYABLE	QuickBooks ge...		X		768,794.71
09/08/2026	ACH	RIGHTWORKS	ACCOUNTS PAYABLE		255.00	X		768,539.71
09/10/2026	2715	ACE TIMBERLINE ...	ACCOUNTS PAYABLE	August Invoice...	611.91	X		767,927.80
09/10/2026	2716	Central Machine Wo...	ACCOUNTS PAYABLE	New Sprockets...	15,580.00	X		752,347.80
09/10/2026	2717	CHEMTECH-FORD	ACCOUNTS PAYABLE		5,637.00	X		746,710.80
09/10/2026	2718	Clyde Mechanical LLC	ACCOUNTS PAYABLE	Install of Carri...	7,250.00	X		739,460.80
09/10/2026	2719	CRAIG SIMONS - S...	ACCOUNTS PAYABLE	DIRECTOR'S ...	350.00	X		739,110.80
09/10/2026	2720	DAMESTIQUES CL...	ACCOUNTS PAYABLE		320.00	X		738,790.80
09/10/2026	2721	DON HUGGARD - ...	ACCOUNTS PAYABLE	DIRECTOR'S ...	350.00	X		738,440.80
09/10/2026	2722	DOUG CLEMENTS...	ACCOUNTS PAYABLE	DIRECTOR'S ...	350.00	X		738,090.80
09/10/2026	2723	DS Accounting Servi...	ACCOUNTS PAYABLE	August Service...	1,500.00	X		736,590.80
09/10/2026	2724	ETS	ACCOUNTS PAYABLE	5215310	21,690.05	X		714,900.75
09/10/2026	2725	FLEET OPERATIONS	ACCOUNTS PAYABLE	VOID: Custom...		X		714,900.75
09/10/2026	2726	HEBER CITY COR...	ACCOUNTS PAYABLE		81,142.48			633,758.27
09/10/2026	2727	HEBER LIGHT & P...	ACCOUNTS PAYABLE	7/22/26 - 8/22/...	33,127.12	X		600,631.15
09/10/2026	2728	Immense Impact	ACCOUNTS PAYABLE	RWI Tier 1 An...	635.00	X		599,996.15
09/10/2026	2729	JB GORDON CONS...	ACCOUNTS PAYABLE	1" Drain Rock ...	573.05	X		599,423.10
09/10/2026	2730	LOUGHLIN	ACCOUNTS PAYABLE		12,016.55	X		587,406.55
09/10/2026	2731	MOUNTAINLAND ...	ACCOUNTS PAYABLE		1,539.24	X		585,867.31
09/10/2026	2732	Old West Waste Sol...	ACCOUNTS PAYABLE	Dumpster servi...	530.00	X		585,337.31
09/10/2026	2733	PEHP LONG-TERM...	ACCOUNTS PAYABLE	PEHP LTD Pre...	266.41	X		585,070.90
09/10/2026	2734	RAY QUINNEY & ...	ACCOUNTS PAYABLE	Client Matter: ...	518.00	X		584,552.90
09/10/2026	2735	SKC-West, Inc.	ACCOUNTS PAYABLE	PPE Supplies	12,502.00	X		572,050.90
09/10/2026	2736	SKM ENGINEERING	ACCOUNTS PAYABLE	Project No: M5...	2,399.60	X		569,651.30
09/10/2026	2737	State of Utah	ACCOUNTS PAYABLE	Wastewater Op...	10.00	X		569,641.30
09/10/2026	2738	THATCHER COMP...	ACCOUNTS PAYABLE	Hydrogen Pero...	1,081.48	X		568,559.82
09/10/2026	2739	US POSTAL SERVI...	ACCOUNTS PAYABLE	Box #427 12 m...	236.00	X		568,323.82
09/10/2026	2740	USA BLUEBOOK	ACCOUNTS PAYABLE	PO 73: Glass fi...	312.89	X		568,010.93
09/10/2026	2741	UTAH ASSOCIATI...	ACCOUNTS PAYABLE	UASD Annual ...	175.00	X		567,835.93
09/10/2026	2742	WASATCH AUTO ...	ACCOUNTS PAYABLE	August Invoices	45.98	X		567,789.95
09/10/2026	2743	WASATCH COUNTY	ACCOUNTS PAYABLE	September Ben...	7,334.10	X		560,455.85
09/10/2026	2744	WASATCH COUNT...	ACCOUNTS PAYABLE	DIRECTOR'S ...	350.00	X		560,105.85
09/11/2026	ACH	ADP Payroll	5200000 PLANT EXP...	Payroll fee	93.12	X		560,012.73

Register: 1123000 CASH ZIONS BANK

From 09/01/2026 through 09/30/2026

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
09/11/2026	ACH	ENBRIDGE GAS	ACCOUNTS PAYABLE		110.75	X		559,901.98
09/11/2026	ACH	ADP Payroll	Payroll Liabilities	Child Support ...	461.54	X		559,440.44
09/11/2026	ACH	ADP Payroll	Payroll Liabilities	Net Pay - Pay ...	13,914.92	X		545,525.52
09/11/2026	ACH	ADP Payroll	Payroll Liabilities	Tax Liability - ...	7,186.08	X		538,339.44
09/17/2026			-split-	Deposit		X	4,251.00	542,590.44
09/21/2026	ACH	Zions Public Finance	5200000 PLANT EXP...	Analysis Servi...	61.35	X		542,529.09
09/22/2026			-split-	Deposit		X	131,783.00	674,312.09
09/24/2026			IMPACT FEE INCOM...	Deposit		X	29,190.00	703,502.09
09/25/2026	ACH	ADP Payroll	5200000 PLANT EXP...		93.12	X		703,408.97
09/25/2026	ACH	BANKCARD CENT...	Zions Bank Credit Car...		1,280.24	X		702,128.73

Heber Valley Special Service District
Profit & Loss Budget vs. Actual
January through September 2026

	Jan - Sep 26	Budget	$ Over Budget	% of Budget
Income				
3700000 PLANT INCOME				
3731000 SEWER CHARGES O&M	380,592.00	650,641.00	-270,049.00	58.5%
3731010 DUMP STATION INCOME	45,635.20	40,000.00	5,635.20	114.1%
3741000 INTEREST INCOME	44,805.44	50,000.00	-5,194.56	89.6%
3741120 MISC INCOME	19,985.94			
Total 3700000 PLANT INCOME	491,018.58	740,641.00	-249,622.42	66.3%
3800000 FARM INCOME				
3740020 RENTS	53,586.50	18,000.00	35,586.50	297.7%
3840000 FARM INCOME	28,738.08	200,000.00	-171,261.92	14.4%
Total 3800000 FARM INCOME	82,324.58	218,000.00	-135,675.42	37.8%
3900000 CAPITAL INCOME				
3731110 CAPITAL PROJECTS FUND	1,399,528.91	2,535,000.00	-1,135,471.09	55.2%
3741000 PTIF INTEREST BOND	29,959.50			
3741000 PTIF INTEREST CIB BOND	23,757.97			
3910000 SALE OF ASSETS	261,500.00			
Total 3900000 CAPITAL INCOME	1,714,746.38	2,535,000.00	-820,253.62	67.6%
IMPACT FEE INCOME				
3740010 IMPACT FEE INCOME	835,769.41	1,600,000.00	-764,230.59	52.2%
3740015 IMPACT FEE INTEREST	429,590.92	550,000.00	-120,409.08	78.1%
Total IMPACT FEE INCOME	1,265,360.33	2,150,000.00	-884,639.67	58.9%
Total Income	3,553,449.87	5,643,641.00	-2,090,191.13	63.0%
Gross Profit	3,553,449.87	5,643,641.00	-2,090,191.13	63.0%
Expense				
5200000 PLANT EXPENSE DEPART				
5213110 WAGESPLANT	401,046.23	490,000.00	-88,953.77	81.8%
5213130 BENEFITS	113,574.96	130,000.00	-16,425.04	87.4%
5213235 TRAINING, DUES, CONF	4,879.84	20,000.00	-15,120.16	24.4%
5213240 LABORATORY EXPENSE	39,377.83	65,000.00	-25,622.17	60.6%
5213242 BANK CHARGES	217.57			
5213245 REPAIRS & MAINT	81,502.42	215,000.00	-133,497.58	37.9%
5213250 INSURANCE	38,602.32			
5213271 OTHER UTILITIES	256,232.54			
5213272 SALT & CHEMICALS	19,319.59	90,000.00	-70,680.41	21.5%
5213274 VEHICLE EXPENSES	5,026.17			
5213710 OFC SUPPLIES/EXPENSES	24,266.81			
5214220 FUEL, GAS, OIL ETC	0.00	15,000.00	-15,000.00	0.0%
5214235 OFFICE EXPENSE	0.00	16,000.00	-16,000.00	0.0%
5214240 BLDG SUPPLIES & MAINT	11,465.39			
5215210 BOOKS, SUBS & MEMBER	198.00			

Heber Valley Special Service District
Profit & Loss Budget vs. Actual
January through September 2026

	Jan - Sep 26	Budget	$ Over Budget	% of Budget
5215310 PROFESSIONAL & TECH(1)	126,814.70	200,000.00	-73,185.30	63.4%
5215312 DIRECTORS STIPEND	22,050.00	35,000.00	-12,950.00	63.0%
Total 5200000 PLANT EXPENSE DEPART	1,144,574.37	1,276,000.00	-131,425.63	89.7%
530000 FARM EXPENSES DEPARTMENT				
521140 EMPLOYEE BENEFITS	34,031.82			
5214110 WAGESFARM	51,054.15	160,000.00	-108,945.85	31.9%
5214270 UTILITIES	48,533.59	335,000.00	-286,466.41	14.5%
5214510 INSURANCE(1)	0.00	35,000.00	-35,000.00	0.0%
5214720 WATER ASSESSMENTS	177.53	20,000.00	-19,822.47	0.9%
5314000 FARM EXPENSES	9,327.83	20,000.00	-10,672.17	46.6%
5314220 FUEL, GAS, OIL	0.00	15,000.00	-15,000.00	0.0%
5314241 REPAIRS & MAINTENANCE	500.00	100,000.00	-99,500.00	0.5%
5314250 EQUIPMENT SUPPLIES	0.00	75,000.00	-75,000.00	0.0%
5314270 UTILITIES	0.00	60,000.00	-60,000.00	0.0%
5314310 PROFESSIONAL SERVICES	614.01	25,000.00	-24,385.99	2.5%
5314510 INSURANCE	0.00	15,000.00	-15,000.00	0.0%
5314730 EQUIPMENT RENTAL	0.00	25,000.00	-25,000.00	0.0%
Total 530000 FARM EXPENSES DEPARTMENT	144,238.93	885,000.00	-740,761.07	16.3%
5800000 CAPITAL (RATE FUNDED)				
5215311 PLANT UPDATE COSTS	199,516.58	50,000.00	149,516.58	399.0%
5741540 LEASE	0.00			
5741900 DEPRECIATION EXPENSE	72,966.00			
Total 5800000 CAPITAL (RATE FUNDED)	272,482.58	50,000.00	222,482.58	545.0%
5900000 CAPITAL (BOND FUNDED)				
BOND INTEREST DREDGING BOND	97,792.50			
CIB BOND CAPITAL PROJECT	76,830.95			
DREDGING CAPITAL PROJECT	3,447,088.98			
Total 5900000 CAPITAL (BOND FUNDED)	3,621,712.43			
Total Expense	5,183,008.31	2,211,000.00	2,972,008.31	234.4%
Net Income	**-1,629,558.44**	**3,432,641.00**	**-5,062,199.44**	**-47.5%**

Heber Valley Special Service District
Profit & Loss
January through September 2026

	Jan - Sep 26	
Income		
3700000 PLANT INCOME		
3731000 SEWER CHARGES O&M	380,592.00	
3731010 DUMP STATION INCOME	45,635.20	
3741000 INTEREST INCOME	44,805.44	
3741120 MISC INCOME	19,985.94	
Total 3700000 PLANT INCOME		491,018.58
3800000 FARM INCOME		
3740020 RENTS	53,586.50	
3840000 FARM INCOME	28,738.08	
Total 3800000 FARM INCOME		82,324.58
3900000 CAPITAL INCOME		
3731110 CAPITAL PROJECTS FUND	1,399,528.91	
3741000 PTIF INTEREST BOND	29,959.50	
3741000 PTIF INTEREST CIB BOND	23,757.97	
3910000 SALE OF ASSETS	261,500.00	
Total 3900000 CAPITAL INCOME		1,714,746.38
IMPACT FEE INCOME		
3740010 IMPACT FEE INCOME	835,769.41	
3740015 IMPACT FEE INTEREST	429,590.92	
Total IMPACT FEE INCOME		1,265,360.33
Total Income		3,553,449.87
Gross Profit		3,553,449.87
Expense		
5200000 PLANT EXPENSE DEPART		
5213110 WAGESPLANT	401,046.23	
5213130 BENEFITS	113,574.96	
5213235 TRAINING, DUES, CONF	4,879.84	
5213240 LABORATORY EXPENSE	39,377.83	
5213242 BANK CHARGES	217.57	
5213245 REPAIRS & MAINT	81,502.42	
5213250 INSURANCE	38,602.32	
5213271 OTHER UTILITIES	256,232.54	
5213272 SALT & CHEMICALS	19,319.59	
5213274 VEHICLE EXPENSES	5,026.17	
5213710 OFC SUPPLIES/EXPENSES	24,266.81	
5214240 BLDG SUPPLIES & MAINT	11,465.39	
5215210 BOOKS, SUBS & MEMBER	198.00	
5215310 PROFESSIONAL & TECH(1)	126,814.70	
5215312 DIRECTORS STIPEND	22,050.00	
Total 5200000 PLANT EXPENSE DEPART		1,144,574.37
530000 FARM EXPENSES DEPARTMENT		
521140 EMPLOYEE BENEFITS	34,031.82	
5214110 WAGESFARM	51,054.15	
5214270 UTILITIES	48,533.59	
5214720 WATER ASSESSMENTS	177.53	
5314000 FARM EXPENSES	9,327.83	
5314241 REPAIRS & MAINTENANCE	500.00	
5314310 PROFESSIONAL SERVICES	614.01	
Total 530000 FARM EXPENSES DEPARTMENT		144,238.93

Heber Valley Special Service District
Profit & Loss
January through September 2026

	Jan - Sep 26	
5800000 CAPITAL (RATE FUNDED)		
5215311 PLANT UPDATE COSTS	199,516.58	
5741540 LEASE	0.00	
5741900 DEPRECIATION EXPENSE	72,966.00	
Total 5800000 CAPITAL (RATE FUNDED)		272,482.58
5900000 CAPITAL (BOND FUNDED)		
BOND INTEREST DREDGING BOND	97,792.50	
CIB BOND CAPITAL PROJECT	76,830.95	
DREDGING CAPITAL PROJECT	3,447,088.98	
Total 5900000 CAPITAL (BOND FUNDED)		3,621,712.43
Total Expense		5,183,008.31
Net Income		**-1,629,558.44**

STATEMENT OF ACCOUNT

P T I F

U T A H P U B L I C T R E A S U R E R S ' I N V E S T M E N T F U N D

Marlo M. Oaks, Utah State Treasurer, Fund Manager
PO Box 142315
350 N State Street, Suite 180
Salt Lake City, Utah 84114-2315
Local Call (801) 538-1042 Toll Free (800) 395-7665
www.treasurer.utah.gov

HEBER VALLEY SP SERV DIST
GENERAL MANAGER
PO BOX 427
MIDWAY UT 84049-0427

Account	Account Period
1014	September 01, 2026 through September 30, 2026

Summary

Beginning Balance	$ 1,915,634.48	Average Daily Balance	$ 2,996,290.24
Deposits	$ 1,210,653.33	Interest Earned	$ 9,924.71
Withdrawals	$ 0.00	360 Day Rate	3.9748
Ending Balance	$ 3,126,287.81	365 Day Rate	4.0300

Date	Activity	Deposits	Withdrawals	Balance
09/01/2026	FORWARD BALANCE	$ 0.00	$ 0.00	$ 1,915,634.48
09/04/2026	Req # 2	$ 1,200,728.62	$ 0.00	$ 3,116,363.10
09/30/2026	REINVESTMENT	$ 9,924.71	$ 0.00	$ 3,126,287.81
09/30/2026	ENDING BALANCE	$ 0.00	$ 0.00	$ 3,126,287.81

STATEMENT OF ACCOUNT

P T I F

U T A H P U B L I C T R E A S U R E R S ' I N V E S T M E N T F U N D

Marlo M. Oaks, Utah State Treasurer, Fund Manager
PO Box 142315
350 N State Street, Suite 180
Salt Lake City, Utah 84114-2315
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www.treasurer.utah.gov

HEBER VALLEY SP SERV-IMPACT
GENERAL MANAGER
PO BOX 427
MIDWAY UT 84049-0427

Account	Account Period
1524	September 01, 2026 through September 30, 2026

Summary

Beginning Balance	$ 16,993,920.77	Average Daily Balance	$ 16,993,920.77
Deposits	$ 56,289.53	Interest Earned	$ 56,289.53
Withdrawals	$ 0.00	360 Day Rate	3.9748
Ending Balance	$ 17,050,210.30	365 Day Rate	4.0300

Date	Activity	Deposits	Withdrawals	Balance
09/01/2026	FORWARD BALANCE	$ 0.00	$ 0.00	$ 16,993,920.77
09/30/2026	REINVESTMENT	$ 56,289.53	$ 0.00	$ 17,050,210.30
09/30/2026	ENDING BALANCE	$ 0.00	$ 0.00	$ 17,050,210.30

STATEMENT OF ACCOUNT

P T I F

U T A H P U B L I C T R E A S U R E R S ' I N V E S T M E N T F U N D

Marlo M. Oaks, Utah State Treasurer, Fund Manager
PO Box 142315
350 N State Street, Suite 180
Salt Lake City, Utah 84114-2315
Local Call (801) 538-1042 Toll Free (800) 395-7665
www.treasurer.utah.gov

HVSSD-BOND
GENERAL MANAGER
PO BOX 427
MIDWAY UT 84049-0427

Account	Account Period
9150	September 01, 2026 through September 30, 2026

Summary

Beginning Balance	$ 101,679.29	Average Daily Balance	$ 101,679.29
Deposits	$ 336.80	Interest Earned	$ 336.80
Withdrawals	$ 0.00	360 Day Rate	3.9749
Ending Balance	$ 102,016.09	365 Day Rate	4.0301

Date	Activity	Deposits	Withdrawals	Balance
09/01/2026	FORWARD BALANCE	$ 0.00	$ 0.00	$ 101,679.29
09/30/2026	REINVESTMENT	$ 336.80	$ 0.00	$ 102,016.09
09/30/2026	ENDING BALANCE	$ 0.00	$ 0.00	$ 102,016.09

STATEMENT OF ACCOUNT

P T I F

U T A H P U B L I C T R E A S U R E R S ' I N V E S T M E N T F U N D

Marlo M. Oaks, Utah State Treasurer, Fund Manager
PO Box 142315
350 N State Street, Suite 180
Salt Lake City, Utah 84114-2315
Local Call (801) 538-1042 Toll Free (800) 395-7665
www.treasurer.utah.gov

ESC HEBER VALLEY SSD SRB S2026
GENERAL MANAGER
PO BOX 427
MIDWAY UT 84049-0427

Account	Account Period
9573	September 01, 2026 through September 30, 2026

Summary

Beginning Balance	$ 1,566,861.13	Average Daily Balance	$ 486,205.37
Deposits	$ 1,610.47	Interest Earned	$ 1,610.47
Withdrawals	$ 1,200,728.62	360 Day Rate	3.9748
Ending Balance	$ 367,742.98	365 Day Rate	4.0300

Date	Activity	Deposits	Withdrawals	Balance
09/01/2026	FORWARD BALANCE	$ 0.00	$ 0.00	$ 1,566,861.13
09/04/2026	Req # 2	$ 0.00	$ 1,200,728.62	$ 366,132.51
09/30/2026	REINVESTMENT	$ 1,610.47	$ 0.00	$ 367,742.98
09/30/2026	ENDING BALANCE	$ 0.00	$ 0.00	$ 367,742.98

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10/07/26

Accrual Basis

Heber Valley Special Service District
Checks Transaction Detail Report
September 10 through October 7, 2026

Type	Date	Num	Name	Memo	Account	Class	Split	Debit	Credit	Balance
ACE TIMBERLINE - HURST COMPANY										
Bill	09/30/2026	September 2026	ACE TIMBERLINE - HURST COM...	September Invoices: Acct 6307	ACCOUNTS PAY...		-SPLIT-		647.84	-647.84
Total ACE TIMBERLINE - HURST COMPANY								0.00	647.84	-647.84
BROADHEAD TRAPPING AND TAXIDERMY										
Bill	09/16/2026	August	BROADHEAD TRAPPING AND T...	August 2026 Beaver Trapping	ACCOUNTS PAY...	PLANT	-SPLIT-		750.00	-750.00
Total BROADHEAD TRAPPING AND TAXIDERMY								0.00	750.00	-750.00
CHEMTECH-FORD										
Bill	09/21/2026	26I0854	CHEMTECH-FORD	September 1st Sample Set	ACCOUNTS PAY...	PLANT	5213240 LA...		1,615.00	-1,615.00
Bill	10/01/2026	26I1861	CHEMTECH-FORD	September 2nd Sample Set	ACCOUNTS PAY...	PLANT	5213240 LA...		1,489.00	-3,104.00
Bill	10/05/2026	26H1397	CHEMTECH-FORD	August 2026 PFAS	ACCOUNTS PAY...	PLANT	5213240 LA...		2,900.00	-6,004.00
Total CHEMTECH-FORD								0.00	6,004.00	-6,004.00
DAMESTIQUES CLEANING										
Bill	09/12/2026	33159	DAMESTIQUES CLEANING	Cleaning 9/2/26	ACCOUNTS PAY...	PLANT	5213710 OF...		160.00	-160.00
Bill	09/16/2026	33197	DAMESTIQUES CLEANING	Cleaning 9/16/26	ACCOUNTS PAY...	PLANT	5213710 OF...		160.00	-320.00
Total DAMESTIQUES CLEANING								0.00	320.00	-320.00
DS Accounting Services LLC										
Bill	09/30/2026	2026-0342	DS Accounting Services LLC	September Services and meetings	ACCOUNTS PAY...	PLANT	-SPLIT-		1,100.00	-1,100.00
Total DS Accounting Services LLC								0.00	1,100.00	-1,100.00
Elevated Equipment										
Bill	09/28/2026	I-000596	Elevated Equipment	Contract #C-003658 Start Date: 9/25/26	ACCOUNTS PAY...	PLANT	5213245 RE...		410.00	-410.00
Total Elevated Equipment								0.00	410.00	-410.00
ETS										
Bill	09/30/2026	EM-1677	ETS	September support and service	ACCOUNTS PAY...	PLANT	-SPLIT-		2,686.93	-2,686.93
Total ETS								0.00	2,686.93	-2,686.93
FLEET OPERATIONS										
Bill	10/01/2026	F2702E00849	FLEET OPERATIONS	Customer Account WEX00332	ACCOUNTS PAY...	PLANT	5213274 VE...		625.75	-625.75
Bill	10/01/2026	F2703E00843	FLEET OPERATIONS	Customer Account WEX00332	ACCOUNTS PAY...	PLANT	5213274 VE...		630.84	-1,256.59
Total FLEET OPERATIONS								0.00	1,256.59	-1,256.59
HEBER LIGHT & POWER										
Bill	09/30/2026	092226	HEBER LIGHT & POWER	8/22/26 - 9/22/26 Service	ACCOUNTS PAY...		-SPLIT-		30,817.86	-30,817.86
Total HEBER LIGHT & POWER								0.00	30,817.86	-30,817.86
MIDWAY CITY CORPORATION										
Bill	10/01/2026	4.9000.1&2 Q4	MIDWAY CITY CORPORATION	4th Quarter Billing	ACCOUNTS PAY...	PLANT	-SPLIT-		672.00	-672.00
Total MIDWAY CITY CORPORATION								0.00	672.00	-672.00
MISCOwater										
Bill	09/29/2026	73544B60128	MISCOwater	PO 82 - Pump Lobe Kit	ACCOUNTS PAY...	PLANT	5213245 RE...		1,870.00	-1,870.00
Total MISCOwater								0.00	1,870.00	-1,870.00
MOUNTAINLAND SUPPLY CO										
Bill	09/10/2026	S108094310.002	MOUNTAINLAND SUPPLY CO	Aeration Lateral PVC	ACCOUNTS PAY...	PLANT	5213245 RE...		122.54	-122.54
Bill	09/18/2026	S108191643.001	MOUNTAINLAND SUPPLY CO	Test Plugs	ACCOUNTS PAY...	PLANT	5213245 RE...		260.78	-383.32
Bill	09/30/2026	S108222617.001	MOUNTAINLAND SUPPLY CO	Pivot Motor	ACCOUNTS PAY...	FARM	5214240 BL...		822.17	-1,205.49
Total MOUNTAINLAND SUPPLY CO								0.00	1,205.49	-1,205.49
Parkland USA Corporation (RHINEHART OIL)										
Bill	09/16/2026	IN-371305-26	Parkland USA Corporation (RHINE...	Oil for equipment	ACCOUNTS PAY...	PLANT	5213245 RE...		1,144.76	-1,144.76
Total Parkland USA Corporation (RHINEHART OIL)								0.00	1,144.76	-1,144.76

Heber Valley Special Service District
Checks Transaction Detail Report
September 10 through October 7, 2026

Type	Date	Num	Name	Memo	Account	Class	Split	Debit	Credit	Balance
RAY QUINNEY & NEBEKER P.C.										
Bill	09/16/2026	853131	RAY QUINNEY & NEBEKER P.C.	Client Matter: 37821-3 through August 31, 2026	ACCOUNTS PAY...	PLANT	5215310 PR...		6,887.00	-6,887.00
Total RAY QUINNEY & NEBEKER P.C.								0.00	6,887.00	-6,887.00
SKM ENGINEERING										
Bill	10/04/2026	33943	SKM ENGINEERING	Project No: M507 through July 31, 2026	ACCOUNTS PAY...	PLANT	-SPLIT-		1,282.50	-1,282.50
Total SKM ENGINEERING								0.00	1,282.50	-1,282.50
Sunbelt Rentals Inc										
Bill	10/04/2026	188537158-0001	Sunbelt Rentals Inc	Solids Vac Pump, hoses, strainer + freight 8/28/26-9/2/26	ACCOUNTS PAY...	PLANT	-SPLIT-		2,673.21	-2,673.21
Total Sunbelt Rentals Inc								0.00	2,673.21	-2,673.21
Total Power & Controls										
Bill	09/22/2026	3535	Total Power & Controls	Plant Electrical Maintenance for AC Unit	ACCOUNTS PAY...	PLANT	5215311 PL...		2,612.53	-2,612.53
Total Total Power & Controls								0.00	2,612.53	-2,612.53
TROJAN TECHNOLOGIES										
Bill	10/05/2026	200/50020076	TROJAN TECHNOLOGIES	Cleaner & Grease Supplies	ACCOUNTS PAY...	PLANT	-SPLIT-		706.85	-706.85
Total TROJAN TECHNOLOGIES								0.00	706.85	-706.85
USA BLUEBOOK										
Bill	09/10/2026	INV01154441	USA BLUEBOOK	PO 9/5/26 Online	ACCOUNTS PAY...	PLANT	5213240 LA...		663.67	-663.67
Bill	09/10/2026	INV01155788	USA BLUEBOOK	PO 9/8/26	ACCOUNTS PAY...	PLANT	5213240 LA...		69.50	-733.17
Bill	09/10/2026	INV01155728	USA BLUEBOOK	PO 9/8/26	ACCOUNTS PAY...	PLANT	5213240 LA...		112.95	-846.12
Bill	09/10/2026	INV01151897	USA BLUEBOOK	PO 73	ACCOUNTS PAY...	PLANT	5213240 LA...		154.30	-1,000.42
Bill	09/14/2026	INV01160122	USA BLUEBOOK	PO 9/8/26 - backordered item	ACCOUNTS PAY...	PLANT	5213240 LA...		112.95	-1,113.37
Bill	09/21/2026	INV01167591	USA BLUEBOOK	PO 81 Supplies	ACCOUNTS PAY...	PLANT	5213240 LA...		273.09	-1,386.46
Total USA BLUEBOOK								0.00	1,386.46	-1,386.46
WASATCH COUNTY										
Bill	10/01/2026	558	WASATCH COUNTY	October Benefits	ACCOUNTS PAY...	PLANT	-SPLIT-		7,334.10	-7,334.10
Total WASATCH COUNTY								0.00	7,334.10	-7,334.10
WASATCH COUNTY SOLID WASTE										
Bill	10/01/2026	October 2026	WASATCH COUNTY SOLID WAS...	Account .80001: Billing Period 10/1/2026 - 10/31/2026	ACCOUNTS PAY...	PLANT	5213271 OT...		196.00	-196.00
Bill	10/01/2026	Q4 2026	WASATCH COUNTY SOLID WAS...	Account 800: Billing Period 10/1/2026 - 12/31/2026	ACCOUNTS PAY...	FARM	5214270 UTI...		70.00	-266.00
Total WASATCH COUNTY SOLID WASTE								0.00	266.00	-266.00
Wasatch Cty Solid Waste Transfer Station										
Bill	09/10/2026	50051	Wasatch Cty Solid Waste Transfer...	Ticket #50051 dated 8/27/226 - small ties with rims	ACCOUNTS PAY...	PLANT	5213271 OT...		84.00	-84.00
Bill	09/30/2026	SEPTEMBER 2...	Wasatch Cty Solid Waste Transfer...	Ticket #50373, 50455, 51731	ACCOUNTS PAY...	PLANT	-SPLIT-		111.00	-195.00
Total Wasatch Cty Solid Waste Transfer Station								0.00	195.00	-195.00
TOTAL								**0.00**	**72,229.12**	**-72,229.12**

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10/07/26

Accrual Basis

Heber Valley Special Service District
ACH Transaction Detail Report
September 7 through October 7, 2026

Type	Date	Num	Name	Memo	Account	Class	Split	Debit	Credit	Balance
ADP Payroll										
Check	09/11/2026	ACH	ADP Payroll	Payroll fee	1123000 CASH Z...		5215310 PR...		93.12	-93.12
Check	09/11/2026	ACH	ADP Payroll	Child Support - Pay Period 8/29/26-9/11/26	1123000 CASH Z...		Payroll Liabil...		461.54	-554.66
Check	09/11/2026	ACH	ADP Payroll	Net Pay - Pay Period 8/29/26-9/11/26	1123000 CASH Z...		Payroll Liabil...		13,914.92	-14,469.58
Check	09/11/2026	ACH	ADP Payroll	Tax Liability - Pay Period 8/29/26-9/11/26	1123000 CASH Z...		Payroll Liabil...		7,186.08	-21,655.66
Check	09/25/2026	ACH	ADP Payroll		1123000 CASH Z...		5215310 PR...		93.12	-21,748.78
Check	10/01/2026	ACH	ADP Payroll	Tax Liability - Pay Period 9/12/26-9/25/26	1123000 CASH Z...		Payroll Liabil...		7,191.31	-28,940.09
Check	10/01/2026	ACH	ADP Payroll	Child Support - Pay Period 9/12/26-9/25/26	1123000 CASH Z...		Payroll Liabil...		461.54	-29,401.63
Check	10/01/2026	ACH	ADP Payroll	Net Pay - Pay Period 9/12/26-9/25/26	1123000 CASH Z...		Payroll Liabil...		13,909.69	-43,311.32
Total ADP Payroll								0.00	43,311.32	-43,311.32
BANKCARD CENTER - Zions CC										
Check	09/25/2026	ACH	BANKCARD CENTER - Zions CC		1123000 CASH Z...		Zions Bank ...		1,280.24	-1,280.24
Total BANKCARD CENTER - Zions CC								0.00	1,280.24	-1,280.24
ENBRIDGE GAS										
Check	09/11/2026	ACH	ENBRIDGE GAS		1123000 CASH Z...		ACCOUNTS ...		110.75	-110.75
Total ENBRIDGE GAS								0.00	110.75	-110.75
RIGHTWORKS										
Check	09/08/2026	ACH	RIGHTWORKS		1123000 CASH Z...		ACCOUNTS ...		255.00	-255.00
Total RIGHTWORKS								0.00	255.00	-255.00
UTAH STATE RETIREMENT FUND										
Check	10/01/2026	ACH	UTAH STATE RETIREMENT FUND	Pay Period 9/12/26-9/25/26	1123000 CASH Z...		5213130 BE...		3,034.09	-3,034.09
Check	10/01/2026	ACH	UTAH STATE RETIREMENT FUND	Pay Period 9/12/26-9/25/26	1123000 CASH Z...		5213130 BE...		4,551.77	-7,585.86
Total UTAH STATE RETIREMENT FUND								0.00	7,585.86	-7,585.86
Zions Public Finance										
Check	09/21/2026	ACH	Zions Public Finance	Analysis Service Fee	1123000 CASH Z...		5213242 BA...		61.35	-61.35
Total Zions Public Finance								0.00	61.35	-61.35
TOTAL								**0.00**	**52,604.52**	**-52,604.52**

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10/07/26

Accrual Basis

Heber Valley Special Service District
Credit Card Transaction Detail Report
September 10 through October 7, 2026

Type	Date	Num	Name	Memo	Account	Class	Split	Debit	Credit	Balance
BANKCARD CENTER - Zions CC										
Check	09/25/2026	ACH	BANKCARD CENTER - Zions CC		Zions Bank Credit...		1123000 CA...	1,280.24		-1,280.24
Total BANKCARD CENTER - Zions CC								1,280.24	0.00	-1,280.24
Forestry Distributing										
Credit Card ...	10/06/2026	CC	Forestry Distributing	Blue Lagoon WSB super strength colorant 50-bag pail	Zions Bank Credit...		5213240 LA...		198.50	198.50
Total Forestry Distributing								0.00	198.50	198.50
Home Depot										
Credit Card ...	09/17/2026	CC	Home Depot	20 ft 2-guage booster cables	Zions Bank Credit...		5213245 RE...		33.24	33.24
Credit Card ...	09/17/2026	CC	Home Depot	Boost X 12-Volt 4250 Amp Lithium Jump Starter	Zions Bank Credit...		5213245 RE...		396.77	430.01
Total Home Depot								0.00	430.01	430.01
Hose & Rubber										
Credit Card ...	09/10/2026	CC	Hose & Rubber	Push lock hose 300 PSI	Zions Bank Credit...		5214240 BL...		189.25	189.25
Total Hose & Rubber								0.00	189.25	189.25
Intermedia										
Credit Card ...	09/15/2026	CC	Intermedia	Billing Period 08-02-2026 thru 09-01-2026	Zions Bank Credit...		5213271 OT...		38.79	38.79
Total Intermedia								0.00	38.79	38.79
Les Olson Co										
Bill Pmt -CCa...	09/26/2026	CC	Les Olson Co	Quarterly Contract Billing 5/26/26-8/25/26	Zions Bank Credit...		ACCOUNTS ...		130.08	130.08
Total Les Olson Co								0.00	130.08	130.08
MetalMart										
Credit Card ...	09/16/2026	CC	MetalMart	Metal for AC cover	Zions Bank Credit...		5213245 RE...		283.84	283.84
Total MetalMart								0.00	283.84	283.84
Revco Leasing										
Bill Pmt -CCa...	09/29/2026	CC	Revco Leasing	Lease #07HEBSP-1 Period End Date 9/29/26	Zions Bank Credit...		ACCOUNTS ...		53.28	53.28
Total Revco Leasing								0.00	53.28	53.28
Teledyne Instruments, Inc										
Credit Card ...	09/30/2026	CC	Teledyne Instruments, Inc	Replacement Pump Assembly	Zions Bank Credit...		5213245 RE...		997.00	997.00
Total Teledyne Instruments, Inc								0.00	997.00	997.00
Tractor Supply										
Credit Card ...	09/15/2026	CC	Tractor Supply	Earplugs	Zions Bank Credit...		5214240 BL...		49.46	49.46
Total Tractor Supply								0.00	49.46	49.46
WASATCH COUNTY SOLID WASTE										
Bill Pmt -CCa...	09/18/2026	CC	WASATCH COUNTY SOLID WAS...	Account .80001: Billing Period 9/1/2026 - 9/30/2026	Zions Bank Credit...		ACCOUNTS ...		196.00	196.00
Total WASATCH COUNTY SOLID WASTE								0.00	196.00	196.00
YSI Incorporated										
Credit Card ...	09/11/2026	CC	YSI Incorporated	Sensor Module Kit	Zions Bank Credit...		5214240 BL...		338.00	338.00
Total YSI Incorporated								0.00	338.00	338.00
TOTAL								**1,280.24**	**2,904.21**	**1,623.97**

UNAPPROVED

MINUTES OF THE
HEBER VALLEY SPECIAL SERVICE DISTRICT
SEPTEMBER 10, 2026 – 4:00 PM

PRESENT:	Heidi Franco	Chair
	Craig Simons	Vice Chair
	Colleen Bonner	Board Member
	Don Huggard	Board Member
	Mike Johnston	Board Member
	Yvonne Barney	Board Member (4:34 p.m.)
ALSO PRESENT:	James Goodley	General Manager
	Trent Davis	HVSSD
	Rusty Harris	HVSSD
	Wes Johnson	MSD
	Sara Nagel	Heber City Finance Director (online)
	Erin Anderson	Carollo
	Trevor Lindley	Brown & Caldwell
	Josh Donagan	Brown & Caldwell
	Michael Miller	Online
EXCUSED:	Doug Clements	Board Member
	Christine Morgan	Secretary

CONDUCTING: Board Chair, Heidi Franco
AGENDA ITEMS:

1. **Public Comment:** This is the public's opportunity to comment on items not on the agenda.
2. **Entity Updates:** From HVSSD Member Entities
3. **Committee Updates:** From HVSSD Committees
4. **Consent Agenda:**
    a. August 2026 Budget Report
    b. August 2026 Financials
        i. Balance Sheet August 2026
        ii. Check Register August 2026
        iii. P&L August 2026
    c. PTIF General Fund August 2026
    d. PTIF Impact Fee August 2026
    e. PTIF Bond August 2026
    f. PTIF CIB Bond August 2026
    g. August 2026 Warrant list approval
    h. August 2026 Board Meeting Minutes – Regular Session (Pending)
5. **Impact Fee Billing Change Request** – Motion to approve (Jim Goodley- 20 mins)
6. **VorTech Aeration Agreement** - Motion to approve (Jim Goodley- 20 mins)
7. **Facility Plan Award** – Motion to approve (Jim Goodley- 20 mins)
8. **Manager's Report** (Jim Goodley-20 mins)
9. **Closed Session** – a strategy session to discuss pending or reasonably imminent litigation pursuant to U.C.A. 52-4-205 and/or discuss personnel or property items.
10. **Adjourn Regular Meeting**

Heidi Franco called the meeting to order at 4:00 p.m.

1. **Public Comment:** None

2. **Entity Updates:** None

3. **Committee Updates:** There has been no progress on the personnel policy. Mayor Franco requested that this be ready to present at the January 2027 meeting.

4. **Consent Agenda:**
    a. August 2026 Budget Report
    b. August 2026 Financials
        i. Balance Sheet August 2026
        ii. Check Register August 2026
        iii. P&L August 2026
    c. PTIF General Fund August 2026
    d. PTIF Impact Fee August 2026

PENDING

UNAPPROVED

e. PTIF Bond August 2026
f. PTIF CIB Bond August 2026
g. August 2026 Warrant list approval
h. August 2026 Board Meeting Minutes – Regular Session (Pending)

MOTION: A motion to approve the consent agenda was made by Craig Simons and seconded by Colleen Bonner. The motion carried with the following vote:

YES: Don Huggard, Colleen Bonner, Craig Simons, Heidi Franco, Mike Johnston
No: None
ABSTAIN: None
ABSENT: Yvonne Barney, Doug Clements

5. Impact Fee Billing Change Request:
Two items were discussed. The first being a retroactive payment to Heber City for a change in billing from the current process of charging ERUs when receiving the impact fee to a new process, which was the second items to discuss and determine.

No motion was made, but it was stated that there was an agreement that there would not be a retroactive payment once the process change was determined.

The issue of what the trigger would be to determine when an ERU would be charged was discussed in length. Sara Nagel, Heber City's Finance Director, joined the meeting electronically and stated that the city doesn't want to be billed by HVSSD until they are billing a customer. Mayor Franco would like to have a meeting with Jim Goodley, Sara Nagel, and Mindy Kohler (Heber City Treasurer) to discuss when water is flowing to a customer and how to determine this process going forward.

Yvonne Barney arrived at 4:34 p.m.

MOTION: A motion to table the Capital Billing Charge request until better there is a better understanding of when water is flowing to a customer was made by Colleen Bonner, seconded by Don Huggard. The motion carried with the following vote:

YES: Don Huggard, Colleen Bonner, Craig Simons, Heidi Franco, Mike Johnston
No: None
ABSTAIN: Yvonne Barney
ABSENT: Doug Clements

6. VorTech Aeration Agreement:
Jim Goodley stated that an agreement is not yet finalized, but good progress has been made. Both Jim and Martha Wingate, HVSSD Attorney, share concerns regarding specification requirements and payment. There are details that still need to be agreed upon by both parties before the agreement can be completed.

Jim expects to have this ready for review and approval at the October board meeting.

7. Facility Plan Award:
A request for Statement of Qualifications (SOQ) was posted and 2 candidates stepped forward meeting criteria requirements: Carollo Engineering and Brown & Caldwell. A selection committee of 6 people consisting of 3 Mayors and 3 HVSSD employees used 3 categories to score and rank each bid.

The three categories were: Company background and experience (20%), relevant experience and references (30%), and Team/Staff and project approach (50%).

The scores were Carollo Engineering with 82.8 points and Brown & Caldwell with 85 points.

MOTION: A motion to approve the Facility Plan Award to Brown & Caldwell was made by Craig Simons and seconded by Colleen Bonner. The motion carried with the following vote:

YES: Don Huggard, Colleen Bonner, Craig Simons, Heidi Franco, Mike Johnston, Yvonne Barney
No: None
ABSTAIN: None
ABSENT: Doug Clements

8. Manager's Report:
Mr Goodley presented his managers report

9. Closed Session – a strategy session to discuss pending or reasonably imminent litigation pursuant to U.C.A. 52-4-205 and/or discuss personnel items:

MOTION: A motion to move into closed session to discuss pending litigation was made by Don Huggard, seconded by Yvonne Barney. The motion carried with the following vote:

PENDING

UNAPPROVED

YES: Don Huggard, Colleen Bonner, Craig Simons, Heidi Franco, Mike Johnston, Yvonne Barney
No: None
ABSTAIN: None
ABSENT: Doug Clements

The board moved into a closed session at 5:30 p.m.

The board moved out of the closed session at 6:11 p.m.

10. <u>Adjourn Regular Meeting:</u>
The motion to adjourn was made as follows:

MOTION: A motion to adjourn the board meeting was made by Colleen Bonner, seconded by Don Huggard. The motion carried with the following vote:

YES: Don Huggard, Colleen Bonner, Craig Simons, Heidi Franco, Mike Johnston, Yvonne Barney
No: None
ABSTAIN: None
ABSENT: Doug Clements

The meeting was adjourned at 6:12 p.m.

APPROVED on this _____ day of _____, 2026.

_____ _____
Heidi Franco, Chair Christine Morgan, Secretary

PENDING

Heber Valley Special Service District
Budget FY 2027

Sewer Division	HISTORICAL December 31, 2024 (A)	December 31, 2025(A)	December 31, 2026 (B)	December 31, 2026 (P)	Growth Rate	% Change	PROJECTED December 31, 2027(T)	December 31, 2028(P)	December 31, 2029(P)	December 31, 2030(P)	Comments/Clarification
Operating Revenues:											
Sewer Systen Sales	$ 621,155	$ 2,588,281	$ 650,641	$ 650,641	3%	13.3%	$ 737,000	$ 759,110	$ 781,883	$ 805,340	Includes 10% rate increase and 3% growth, risk that flows are trending lower than projected
Dump Station Income	25,684	50,767	40,000	55,000	3%	25.0%	50,000	51,500	53,045	54,636	Increased due to projected revenue from increased use, considering rate increase/adjustment
Interest income	111,870	109,812	50,000	50,000	3%	100.0%	100,000	103,000	106,090	109,273	Interest from PTIF accts, currently ~$10k/month, increased balance due to CIB refund.
Capital plant updates	2,595,102	602,212	2,535,000	2,535,000	3%	13.3%	2,872,000	2,958,160	3,046,905	3,138,312	Includes 10% rate increase and 3% growth
Land Leases*					0%		92,000	92,000	92,000	92,000	Farm lease and 80 acre parcel lease
Appropriated fund balance*	-	-	868,859	-	0%	-31.7%	593,000	-	1,399,714	4,893,359	
Miscellaneous*	7,375	4,947	-	20,000	0%		5,000	5,000	5,000	5,000	COVID sampling refunds
Total Operating Revenues	$ 3,361,186	$ 3,356,019	$ 4,144,500	$ 3,310,641		7.3%	$ 4,449,000	$ 3,968,770	$ 5,484,637	$ 9,097,920	
Operating Expenses:											
Wages	405,093	678,449	490,000	504,000	5%	32.7%	650,000	682,500	716,625	752,456	Added full time clerk position from part time, 3.5% COLA and 5% merit increases for staff, 5% increases for licenses/training, new part time admin position.
Benefits	143,046	174,366	130,000	148,500	5%	73.1%	225,000	236,250	248,063	260,466	Added another full time position. Added payroll taxes previously not included ~$45k.
Training, dues and conferences	6,888	15,227	20,000	10,000	5%	50.0%	30,000	31,500	33,075	34,729	Additional training anticipated by staff, travel to training/conferences
Sampling & lab supplies	38,347	83,375	65,000	55,000	5%	7.7%	70,000	73,500	77,175	81,034	Slight increase due to additional sampling projected for facility planning and inflation
Repairs & maint	160,552	70,481	215,000	100,000	5%	-30.2%	150,000	157,500	165,375	173,644	Reduced due to replacement of STM aerotor, moved some to capital projects, reduced contingency
Insurance	19,764	24,343	35,000	40,000	5%	28.6%	45,000	47,250	49,613	52,093	Anticipating another premium increase next year.
Utilities	246,680	300,410	335,000	275,000	5%	41.8%	475,000	498,750	523,688	549,872	Farm utilities added into this, increased for additional blower power.
Salt & chemicals	7,490	48,458	90,000	75,000	5%	-66.7%	30,000	31,500	33,075	34,729	Reduced since not expecting to dose chemical to lagoons seasonally, only plan to use as needed
Vehicle expenses	2,075	6,525	15,000	15,000	5%	33.3%	20,000	21,000	22,050	23,153	Increase in expemses due to another vehicle
Office expense	17,578	20,561	16,000	29,000	5%	87.5%	30,000	31,500	33,075	34,729	Increase due to planned part time position/office space and modifications, various miscellaneous office/sundry expenses.
Buidling Maint	304,260	169,669			5%		-	-	-	-	No longer used - rolled into Repairs and Maintenance
Professional & technical	105,385	252,152	200,000	180,000	5%	0.0%	200,000	210,000	220,500	231,525	Maintained at current level
Director stipend	15,050	25,200	35,000	35,000	5%	0.0%	35,000	36,750	38,588	40,517	Maintained at curent level
Farm- Repairs and Maintenance			100,000	50,000	5%	0.0%	100,000	105,000	110,250	115,763	Projected expenses for farm repairs
Solids Handling and Disposal					5%				250,000	250,000	Placeholder -Cost for dewatering and disposal of sludge (assuming a new dewatering facility)
Water Assessments			20,000	20,000	5%	0.0%	20,000	21,000	22,050	23,153	Maintained at current level
Depreciation	767,195	1,054,800			5%		1,100,000	1,155,000	1,212,750	1,273,388	
Reserves	775	7,234	-	-	5%		-	213,230	-	-	
Total Operating Expenses	$ 2,240,178	$ 2,931,250	$ 1,766,000	$ 1,536,500		80.1%	$ 3,180,000	$ 3,552,230	$ 3,755,950	$ 3,931,248	
Capital Projects:											
Plant updates	-	-	1,650,000	800,000	0%		1,650,000	775,000	2,500,000	6,000,000	2027 Capital projects, 1/2 of VorTech costs
Reserves	-	-	-	-	0%		-	-	-	-	
Total Capital Projects	$ -	$ -	$ 1,650,000	$ 800,000			$ 1,650,000	$ 775,000	$ 2,500,000	$ 6,000,000	
Debt Service											
Flagstar Bond Payment Principal	-	-	336,000	336,000	0%		443,000	443,000	443,000	443,000	
Flagstar Bond Payment Interest	-	-	300,000	300,000	0%		183,000	183,000	183,000	183,000	
CIB Bond Payment Principal	-	-	65,000	65,000	0%		65,000	44,000	45,000	46,000	
CIB Bond Payment Interest	-	-	27,500	27,500	0%		28,000	49,000	48,000	47,000	
Total Capital Projects	$ -	$ -	$ 728,500	$ 728,500			$ 719,000	$ 719,000	$ 719,000	$ 719,000	
Operating Surplus (Deficit)	$ 1,121,008	$ 424,769	$ -	$ 245,641			$ (1,100,000)	$ (1,077,460)	$ (1,490,313)	$ (1,552,328)	

Heber Valley Special Service District
Budget FY 2027

Impact Capital Projects	HISTORICAL[1] December 31, 2024 (A)	December 31, 2025(A)	December 31, 2026 (B)	December 31, 2026 (P)	Growth Rate	PROJECTED December 31, 2027(T)	December 31, 2028	December 31, 2029	December 31, 2030	
Revenues:										
Impact fees	$ 1,515,098	$2,377,823	$1,600,000	$1,600,000	3%	$ 1,640,000	$ 1,689,200	$ 1,739,876	$ 1,792,072	
Interest income	647,448	617,246	550,000	550,000	3%	650,000	669,500	689,585	710,273	
Fund balance appropriation	-	-	-	-	1%	-	5,141,300	-	-	
Miscellaneous	-	-	-	-	1%	-	-	-	-	
Total Capital Revenues	$ 2,162,546	$ 2,995,069	$ 2,150,000	$ 2,150,000		$ 2,290,000	$ 7,500,000	$ 2,429,461	$ 2,502,345	
Capital Impact Fee Projects:										
Vortex	-	-	-	-		1,000,000				VorTech project- 50% IF eligible
Dewatering Facility							7,500,000			Proposed Dewatering Project - 100% IF eligible
Reserves	2,162,546	2,995,069	2,150,000	2,150,000	0%	1,290,000	-	2,382,516	2,430,166	
Total Capital Impact Fee Projects	$ 2,162,546	$ 2,995,069	$ 2,150,000	$ 2,150,000		$ 2,290,000	$ 7,500,000	$ 2,382,516	$ 2,430,166	
Operating Surplus (Deficit)	$ -	$ -	$ -	$ -		$ -	$ -	$ 46,945	$ 72,179	

Heber Valley Special Service District
Budget FY 2027

Bond Capital Projects	HISTORICAL[1] December 31, 2024 (A)	December 31, 2025(A)	December 31, 2026 (B)	December 31, 2026 (P)	Growth Rate	PROJECTED December 31, 2027(T)	December 31, 2028	December 31, 2029	December 31, 2030
			(All Bond projects completed)						
Revenues:									
Interest income	$ -	$0	$0	$0	3%	$ -	$ -	$ -	$ -
Bond fund balance appropriation	-	-	3,621,710	3,644,880	3%	-	-	-	-
Miscellaneous	-	-	-	-	3%	-	-	-	-
Total Capital Revenues	$ -	$ -	$ 3,621,710	$ 3,644,880		$ -	$ -	$ -	$ -
Capital Projects:									
CIB Project	-	-	76,830	100,000	3%	-	-	-	-
Dredging Project	-	-	3,544,880	3,544,880	3%	-	-	-	-
Reserves	-	-	-	-	0%	-	-	-	-
Total Capital Projects	$ -	$ -	$ 3,621,710	$ 3,644,880		$ -	$ -	$ -	$ -
Operating Surplus (Deficit)	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -

[A] Source: actual Audited financial statements
[B] Source: FY 2026 Budget
[P] Projected year end amounts
[T] Tentative FY 2027 Budget
(*) Not connected to growth

EQUIPMENT FURNISH-AND-INSTALL AGREEMENT
(VorTech Aeration Process Upgrade, Try and Buy)

This Equipment Furnish-and-Install Agreement (this "***Agreement***") is entered into as of the date of the last party to sign below (the "***Effective Date***") by and between Heber Valley Special Service District, a special service district organized under Title 17D, Chapter 1 of the Utah Code (the "***District***" or "***HVSSD***"), and MISCOwater ("***MISCOwater***" or the "***Seller***"). The District and the Seller are referred to individually as a "***Party***" and collectively as the "***Parties***."

RECITALS

A. The District owns and operates a wastewater treatment facility (the "***Facility***") that currently uses aging STM Aerotor technology for its biological treatment process, the performance of which has fallen short of original design conditions.

B. The Seller offers to furnish and install VorTech VPA aeration equipment manufactured by VorTech ("***VorTech***") as an interim upgrade intended to restore aeration capability to the Facility's original design criteria.

C. Because the VorTech technology is new to the United States, the Parties have agreed to proceed on a "***Try and Buy***" basis, under which the equipment for the North treatment lane is furnished and installed and its performance is verified against agreed criteria before the balance of payment becomes due and before equipment for the South treatment lane is ordered.

D. The District is a Utah special service district and enters into this Agreement subject to the requirements of Utah law applicable to special service districts.

NOW, THEREFORE, in consideration of the mutual covenants below and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows.

AGREEMENT

ARTICLE 1: DEFINITIONS

In addition to terms defined elsewhere in this Agreement, the following terms have the meanings set forth below:

"***Acceptance***" and "***Final Acceptance***" have the meanings given in Article 3.

"***Commissioning***" means completion of installation, start-up and initial functional operation of the Equipment in accordance with the requirements of this Agreement.

"***Contract Price***" means the aggregate price payable by the District for the Work, as set forth in Exhibit D.

"***Equipment***" means the VorTech VPA-S5040 aeration units, support bridges, access platforms, and related components and materials to be furnished under this Agreement, as described in Exhibit A.

"***Evaluation Period***" means the 30-day performance-evaluation period described in Article 3.

"***Exhibits***" means Exhibits A through E attached to and incorporated into this Agreement.

"***North Lane***" means the North treatment lane of the Facility, and "***South Lane***" means the South treatment lane of the Facility.

"***Performance Criteria***" means the performance criteria and acceptance criteria set forth in Article 3 and Exhibit C.

"***Performance Requirements***" means the detailed VorTech Performance Requirements (testing conditions, instrumentation, measurement methodologies, and calculations) described in Article 3 and Exhibit C.

"***Try and Buy***" means the furnish, install, verify, and milestone-payment structure described in Article 3 for the North Lane Equipment.

"***Work***" means the furnishing, delivery, installation, commissioning, start-up, testing, and related services to be provided by the Seller under this Agreement, including but not limited to the work described in Article 2 and Exhibit A.

ARTICLE 2: SCOPE OF WORK

2.1 Scope. The Seller shall furnish and install the Equipment and perform the Work for the North Lane as described in Exhibit A (Scope of Work and Supply), including assembly of the VorTech units, installation and anchoring of support bridges and access platforms, lifting and setting of the units, start-up and training, and the provision of submittals, a control philosophy, an operation and maintenance manual, a construction plan, a risk-management plan, and project management through a single point of contact. Upon Final Acceptance of the North Lane Equipment, the Parties shall proceed with the furnishing and installation of two (2) additional VorTech VPA-S5040 units and associated support bridges, access platforms, and installation for the South Lane in accordance with the terms of this Agreement.

2.2 District Responsibilities. The District shall, at its cost: provide electrical and instrumentation components and design (including VFDs, wiring, and control updates); provide and calibrate plant instrumentation, including the dissolved-oxygen analyzers; perform

sampling and data logging and share the resulting data with the Seller; hand off the North Basin drained and cleaned with existing equipment removed; and make reasonable precautions to provide a safe work space. The District retains responsibility for process design, plant controls and operation, and the adequacy of its oxygen-demand inputs.

2.3 Exclusions. Except as expressly stated in Exhibit A, the Work excludes permits, fees, and stamped engineering documents (other than the included support-bridge calculations); concrete restoration; installation of unidentified piping, equipment supports, or electrical; hazardous-material handling or disposal; and bypass pumping.

2.4 Changes. Any change to the scope, schedule, or Contract Price must be made by a written change order signed by authorized representatives of both Parties. The Parties acknowledge that state-agency review of the submittals may require good-faith adjustments to the schedule, scope, and pricing, to be documented by change order.

2.5 Schedule. The Seller shall perform the Work in accordance with the Project Schedule set forth in Exhibit B. Schedule dates are estimates and are subject to supply-chain availability and to state-agency review; the Seller shall not be responsible for schedule delays to the extent caused by the District's scope or by matters beyond the Seller's reasonable control, and the District shall not be responsible for delays caused by the Seller or its suppliers.

2.6 Delivery. Delivery dates are the Seller's best estimates. The Seller shall notify the District promptly of any anticipated delay. The District shall examine Equipment upon delivery and report in writing any defects or shortages reasonably apparent on visual inspection within thirty (30) days following receipt; this limitation does not apply to latent defects, to any failure of the Equipment to meet the Performance Criteria, or to any defect or nonconformity not reasonably discoverable on delivery, and does not limit the District's rights under any other provision of this Agreement. If delivery or installation is delayed at the District's written request, the Seller may store the Equipment at the District's reasonable expense and risk, subject to the Parties' agreement on storage terms.

ARTICLE 3: TRY AND BUY; PERFORMANCE TESTING AND ACCEPTANCE

This Article 3 sets forth all performance, testing, and acceptance terms for purchase of the Equipment including the Try and Buy terms. Additional Performance Requirements may be attached as Exhibit C, and together with this Article 3, make up the "***Performance Requirements***." Where conflicts or discrepancies exist between this Article 3 and Exhibit C, the provisions given in Exhibit C shall take precedence.

3.1 Design Basis. The Equipment is designed to achieve the following system requirements:

- Plant design flow rate: 2.0 MGD

- Dissolved-oxygen (DO) residual: 2.0 mg/L
- Elevation: 5,500 feet above sea level.
- Actual Oxygen Requirement (AOR): as set forth in Exhibit E.
- Standard Oxygen Requirement (SOR) for the North Lane: 295.5 lbs O2/h (134.0 kg O2/h) at maximum-month conditions
- Combined nominal clean-water SOTR of the two-unit North Lane arrangement: 352.8 lb O2/h (160 kg O2/h) at 60 Hz
- Design average-day influent BOD: 150 mg/L; maximum-month influent BOD: 190 mg/L

3.2 Performance Criteria. The Equipment must satisfy each of the following criteria, measured and calculated in accordance with the Performance Requirements:

(a) Standard Oxygen Transfer Rate (SOTR). The calculated SOTR must not be less than the SOR for the North Lane, after allowing for the agreed measurement uncertainty. On the airflow basis, this corresponds to a standardized airflow for each unit of at least 90% of the agreed 60 Hz reference airflow.

(b) Standard Aeration Efficiency (SAE). The calculated SAE, determined in the same test as SOTR, must be not less than 90% of the benchmark SAE at the 60 Hz duty point, after allowing for the agreed measurement uncertainty.

(c) Dissolved-Oxygen Residual. Over the 30-day demonstration described in Section 3.5 below, with the setpoint fixed at 2.0 mg/L, the 30-day mean DO at each agreed monitoring location must be within 1.5–2.5 mg/L (setpoint ±0.5 mg/L); applying an instrument allowance of 0.1 mg/L, the measured acceptance band is 1.4–2.6 mg/L. DO is assessed using a 30-second moving average, and readings during VPA backwash cycles are excluded.

(d) Homogeneous Mixing. Each individual MLSS grab sample must be within ±15% (inclusive of sampling and measurement uncertainty) of the round average, as determined under Section 3.6 below.

3.3 Testing Protocol and Procedure. All testing shall be conducted in accordance with the Performance Requirements and the following procedural requirements:

(a) Instruments and Calibration. The Seller shall furnish all calibrated instrumentation necessary to perform the SOTR and SAE testing, including a calibrated airflow meter and hood and a calibrated three-phase power-quality analyzer installed downstream of the VFD at the motor terminals. A current calibration report for each instrument shall be furnished to the District at the start of testing and appended to the Commissioning report. VFD-reported power is not acceptable for the SAE determination.

(b) Notice and Witnessing. The Seller shall give the District not less than ten (10) business days' advance written notice of the date, time, location, and scope of each test and retest. The District, its engineer, and an independent third-party testing firm engaged by the District may each witness all testing, sampling, and instrument calibration. A test conducted without the required notice, or in a manner that denies the District the opportunity to witness, does not count toward Acceptance and may be disregarded by the District.

(c) Test Reports and Data Format. Within ten (10) business days after completion of each test, the Seller shall deliver to the District a written Test Report that includes the raw measured data, the calibrated instrument readings and calibration certificates, all correction factors and equations used, the step-by-step calculations converting measured data to SOTR, SAE, DO, and mixing results, and a clear statement, criterion by criterion, of whether each acceptance criterion was met.

(d) Responsible Parties. The District retains responsibility for process design, plant controls and operation, calibration and maintenance of the plant DO analyzers, and the adequacy of its oxygen-demand inputs. The Seller is responsible for the supply, installation, commissioning, testing instrumentation, and the performance of the Equipment against the agreed design inputs. Instrument faults, abnormal plant conditions, and suspect samples shall be investigated, and any exclusions and replacement testing documented jointly and in writing.

3.4 Audit and Verification Rights. The District shall have full and continuing access to all raw and processed test data, SCADA records, DO analyzer logs, airflow and power measurements, grab-sample and laboratory results, calibration certificates, and all calculations, spreadsheets, and correction factors used to determine whether the Performance Criteria have been met, and the Seller shall promptly provide copies in native electronic format on request. The District may engage an independent third-party engineer or testing firm to review the data and methodology and to conduct or observe independent verification testing and retesting. The Seller shall cooperate with, and provide reasonable access to the Equipment, instruments, and site for, any such audit or verification, and shall retain all test records for not less than three (3) years after Final Acceptance.

3.5 Dissolved-Oxygen Demonstration and Operating Envelope. The DO criterion is assessed over a 30-day demonstration with the setpoint fixed at 2.0 mg/L. The commitment applies only while daily North-Lane flow, BOD mass load, and TKN mass load are each within 90–110% of the agreed average-load basis (1.0 US MGD per lane, primary-effluent BOD 150 mg/L, TKN 55 mg/L) and MLSS is between 2.9 and 3.5 g/L (the "***Normal Operating Envelope***"). Periods outside the Normal Operating Envelope, or following a change to the agreed setpoint or a process upset, are excluded, and the test may be restarted once normal conditions are restored; the overall validation period shall not exceed 30 calendar days, and at least 90% valid data is required at each agreed probe. The DO setpoint shall not be changed during the 30-day demonstration. The existing DO analyzers (two per train) are the agreed monitoring locations; the District shall calibrate and maintain them, data collection shall be automated through the

District's SCADA system logging at intervals of one minute or less as a 30-second moving average, and the District shall provide a weekly data summary to the Seller and VorTech.

3.6 Mixing Test. The mixing test shall be conducted during commissioning, once MLSS has been established in the North Lane and before the 30-day DO demonstration begins, with both units running at a fixed, agreed speed representative of average loading. A minimum of five and a maximum of ten MLSS grab samples shall be taken at agreed locations and depths, fixed in advance and located away from the influent and RAS entry points. Two sampling rounds shall be carried out, with all samples in a round taken within a 10-minute period and analyzed within 24 hours. The District shall perform the analyses at its in-house laboratory following Standard Methods 2540 D, with duplicates and quality checks; the Seller and VorTech may witness, and all Parties shall have access to the raw results. If a sample fails in either round, a second and, if necessary, a third round shall be taken; after three rounds with failures, the system is designated as having failed the mixing requirement.

3.7 Evaluation Period and Baseline Monitoring. The Performance Criteria are to be maintained for 60 days from Commissioning (the "***Evaluation Period***"). The District shall implement and maintain an agreed baseline monitoring program before installation and continue the same monitoring through start-up and the Evaluation Period, including influent and effluent loading, MLSS/MLVSS, DO profile, ammonia/nitrogen performance where relevant, temperature, and operating hours/process mode, so that pre- and post-installation performance can be compared on measured operating data.

3.8 Acceptance.

(a) "***Acceptance***" means the District's written determination that the Equipment has satisfied the Performance Criteria applicable to the initial performance testing required by this Article 3. Following completion of all testing required for Acceptance and reported by the Seller to the District in a complete Commissioning report including all applicable Test Reports and all data, calculations, calibration records, and other information required by this Article 3 and the Performance Requirements, the District shall have fifteen (15) business days to review the results and either: (i) issue written Acceptance; or (ii) provide the Seller written notice identifying with reasonable specificity any Performance Criterion that the District determines has not been satisfied or any material deficiency in the testing, Test Report, supporting data, or other information necessary to verify compliance (a "***Deficiency Notice***"). If the District timely issues a Deficiency Notice, Acceptance shall not occur unless and until the identified deficiencies have been corrected or otherwise resolved and the District has received all additional testing, reports, data, or other information reasonably necessary to verify that the applicable Performance Criteria have been satisfied. Following such receipt, the District shall have ten (10) business days to issue written Acceptance or an additional Deficiency Notice identifying any remaining or newly identified deficiency reasonably disclosed by the corrective work, retesting, or supplemental information.

(b) "***Final Acceptance***" means the District's written determination, following completion of the full Evaluation Period, that the Equipment has maintained compliance with the Performance Criteria throughout the Evaluation Period as required by this Article 3. Following completion of the Evaluation Period and the District's receipt of all reports, data, calculations, records, and other information required to verify compliance throughout the Evaluation Period, the District shall have fifteen (15) business days to issue either: (i) written Final Acceptance; or (ii) a Deficiency Notice identifying with reasonable specificity the basis on which the District determines that Final Acceptance has not been achieved. Any deficiency identified before or at the end of the Evaluation Period shall be addressed in accordance with Sections 3.10 through 3.12. Following completion of any required corrective action or retesting and receipt of all information reasonably necessary to verify correction of the deficiency, the District shall have ten (10) business days to issue written Final Acceptance or an additional Deficiency Notice.

(c) No Deemed Acceptance. Acceptance and Final Acceptance occur only upon the District's affirmative written issuance of Acceptance or Final Acceptance, as applicable. Neither the District's failure to issue an Acceptance, Final Acceptance, or Deficiency Notice within the review periods stated above, nor any payment, use, operation, testing, possession, or beneficial use of the Equipment, nor the passage of time, shall constitute or be deemed Acceptance or Final Acceptance. If the District does not respond within an applicable review period, the Seller may provide written notice requesting a determination, and the District shall provide its Acceptance, Final Acceptance, or Deficiency Notice within five (5) business days after receipt of that notice.

(d) Reasonableness; Objective Criteria. The District shall not unreasonably withhold Acceptance or Final Acceptance where the applicable Performance Criteria have been demonstrated in accordance with this Article 3 and the Performance Requirements. Acceptance and Final Acceptance shall be based upon compliance with the applicable Performance Criteria and testing requirements and shall not be withheld for immaterial deficiencies that do not materially impair the District's ability to verify compliance or the Equipment's ability to satisfy the Performance Criteria.

(e) Reservation of Other Rights. Acceptance or Final Acceptance confirms satisfaction of the applicable Performance Criteria for purposes of the Try and Buy and the corresponding payment milestones. Neither Acceptance nor Final Acceptance waives any warranty obligation, latent defect, fraud or misrepresentation, indemnification obligation, or other right or remedy that by its nature or under this Agreement survives Acceptance or Final Acceptance.

3.9 Normal Influent Condition. If influent conditions during the Try and Buy are regularly outside the Normal Operating Envelope (for example, influent BOD regularly higher than the design maximum-month value of 190 mg/L), and this causes an inability to meet the DO criterion, the Seller and VorTech are not responsible to remedy performance to that extent,

provided the Equipment otherwise meets the SOTR, SAE, and mixing criteria. The Equipment is sized based on the information provided, with a safety factor.

3.10 Retesting. A test that is invalid or too close to confirm may be retested at Seller's expense. SOTR and SAE acceptance each allow up to three test attempts before a criterion is deemed failed.

3.11 Corrective Action. If, after the retesting permitted above, the Equipment fails to meet a Performance Criterion, Seller shall, within two (2) weeks after the confirmed failure, prepare and submit to the District a corrective action plan describing the proposed remedy and an implementation schedule; the District shall review and either recommend changes to or concur with the plan within seven (7) days. All costs of the corrective action plan and its implementation shall be borne by the Seller. Corrective measures may include inspection, testing, and troubleshooting; adjustment, recommissioning, or control optimization; modification of settings or operating configuration; repair or replacement of defective components; or the provision, at no cost to the District, of supplemental equipment needed to meet the required North Lane capacity and maintain the Performance Criteria. Following completion of the corrective action, the affected tests shall be repeated in accordance with the terms of this Article 3.

3.12 Remedies. If, after corrective action and retesting, at any time prior to Final Acceptance, the Equipment still fails to meet the Performance Criteria, the District shall have the option, in its sole discretion, to: (a) accept supplemental Equipment from the Seller to remedy the performance shortfall; or (b) accept the Equipment at a proportionate reduced price reflecting the shortfall, as agreed by the Parties or, failing agreement, as determined under Section 9.4 (Dispute Resolution). Where the required oxygen capacity (SOTR) is delivered but the SAE criterion is not met, the District's remedy is a proportionate reduction in the affected Equipment price. The District's rights to reject, return, obtain a refund or price reduction, and require supplemental equipment at no cost until the Performance Criteria are met are in addition to, and not in lieu of, the District's other rights and remedies under this Agreement and applicable law. Any aggregate financial cap on the Seller's performance-shortfall liability shall apply only to performance-shortfall remedies, and shall not limit the District's remedies for breach of warranty, indemnification obligations, or personal injury or property damage. The aggregate financial cap for performance-shortfall remedies shall be limited to 50% of the Total North Lane Price as provided in Exhibit D.

3.13 Acceptance as Condition Precedent. Acceptance and Final Acceptance shall be determined solely in accordance with this Article 3 and applicable standards in Exhibit C. The District's issuance of written Acceptance for a milestone is a condition precedent to the District's obligation to make the corresponding milestone payment. No payment, use or operation of the Equipment, or passage of time constitutes Acceptance or Final Acceptance.

ARTICLE 4: CONTRACT PRICE AND PAYMENT

4.1 Contract Price. Subject to the other terms and conditions of this Agreement, the District shall pay the Seller the Contract Price set forth in Exhibit D for the Work in accordance with the terms of this Article 4. The District is exempt from sales and use tax, and the Seller shall not include such taxes in amounts charged to the District upon receipt of the District's exemption certificate.

4.2 Milestone Payments. Subject to all other terms and conditions of this Agreement, including the invoicing, retention, and withholding provisions of this Article 4, payment of the Contract Price shall be made according to the following milestones:

(a) North Lane (Try and Buy). The Seller shall furnish and install the North Lane Equipment at its own cost. Milestone payments for the North Lane Equipment, expressly conditioned upon the District's written Acceptance confirming that the applicable Performance Criteria have been satisfied shall be paid as follows:

(i) Upon the District's Acceptance of the North Lane Equipment Commissioning, the District shall remit a milestone payment to Seller of 50% of the "***North Lane Price***" (as indicated in the "Total North Lane Price" line on Exhibit D)***.***

(ii) Upon successful operation of the North Lane Equipment in compliance with the Performance Criteria for 30 days following initial Acceptance, the District shall remit a second milestone payment to Seller of 50% of the North Lane Price.

(iii) Upon issuance of Final Acceptance, the District shall remit all remaining retention funds related to the North Lane Price and production of the South Lane Equipment shall commence.

(b) South Lane. Milestone payments for the South Lane Equipment shall be paid as follows:

(i) Upon issuance of Final Acceptance of the North Lane Equipment triggering production of the South Lane Equipment, the District shall remit 15% of the "***South Lane Price***" (as indicated in the "Total South Lane Price" line on Exhibit D) to Seller. The Parties acknowledge that, upon Final Acceptance of the North Lane Equipment and commencement of production of the South Lane Equipment, Seller may elect to increase the South Lane Price set forth in Exhibit D by a percentage equal to the increase in the Producer Price Index from the Effective Date through the date of Final Acceptance of the North Lane Equipment.

(ii) Upon District approval of the Seller's South Lane shop drawings, equipment specifications, and other required submittals, the District shall remit 20% of the South Lane Price to Seller.

(iii) Within 10 days of receiving confirmation reasonably satisfactory to the District that all South Lane Equipment materials are in the possession of Seller, the District shall remit 20% of the South Lane Price to Seller.

(iv) Within 10 days of receiving full delivery of all South Lane Equipment at District Facility, the District shall remit 20% of the South Lane Price to Seller.

(v) Upon District's Acceptance of the South Lane Equipment Commissioning, the District shall remit 20% of the South Lane Price to Seller.

(vi) Upon successful operation of the South Lane Equipment in compliance with the Performance Criteria as demonstrated by applicable Test Reports for 60 days following Commissioning, the District shall remit the final 5% of the South Lane Price and all remaining retention funds related to the South Lane Price to the Seller.

4.3 Invoicing; Prompt Payment. Notwithstanding any other provision of this Agreement, the Seller shall, as a condition to payment, submit an invoice to the District for each applicable milestone payment upon achievement of the applicable milestone and issuance of any required Acceptance. Each invoice shall identify the applicable milestone, the amount of the milestone payment, any applicable retention, and the resulting amount due, and shall include reasonable supporting documentation demonstrating satisfaction of the applicable payment requirements. No payment shall be due until the District receives a complete and accurate invoice. Undisputed amounts shall be paid, and statutory interest shall accrue on late undisputed amounts, in accordance with applicable Utah law. The Seller shall timely pay its subcontractors and suppliers as required by applicable Utah law.

4.4 Retention. Notwithstanding any other provision herein, the District may withhold retention not exceeding five percent (5%) of any payment and not exceeding five percent (5%) of the total Contract Price. Retention shall be held and released in accordance with Utah Code Section 13-8-5, including placement in a separate interest-bearing account held in constructive trust and release within forty-five (45) days following the later of the District's receipt of the Seller's billing statement or Final Acceptance.

4.5 Withholding. In addition to retention, the District may withhold payment of any amount reasonably necessary to protect the District from loss on account of Equipment or installation that fails to meet the Performance Criteria, defective or nonconforming Work, or the Seller's breach of this Agreement, until the deficiency is cured and Accepted. No partial or final payment, and no use or operation of the Equipment by the District, constitutes acceptance of the Equipment or a waiver of any Performance Criterion or remedy.

4.6 No Contingency; No Flow-Down. The District's payment obligations are not contingent upon payment to the District by any third party. The Seller's payment obligations to its subcontractors and suppliers shall not be made contingent upon the Seller's receipt of payment to the extent such contingency is prohibited by applicable Utah law.

4.7 Performance and Payment Bonds. Before commencing on-site construction or installation Work, the Seller shall deliver to the District a performance bond and a payment bond, each in an amount equal to one hundred percent (100%) of the Contract Price (or of the applicable lane price as the Work proceeds), executed by a surety company authorized to do business in the State of Utah, or other security satisfactory to the District, as required by Utah Code Sections 14-1-18 and 63G-6a-1103. The payment bond is for the protection of each person supplying labor, service, equipment, or material for the Work. The bond requirement may be waived only to the extent permitted by applicable rule and by the District in writing.

ARTICLE 5: WARRANTY

5.1 Express Warranty. The Seller warrants to the District that the Equipment and installation furnished under this Agreement will: (a) be free from defects in material and workmanship; (b) conform to Exhibit A, the approved submittals, and all applicable plans and specifications; and (c) meet the Performance Criteria when operated within the Normal Operating Envelope. This warranty remains in effect for the greater of twelve (12) months from Final Acceptance or the applicable manufacturer's standard warranty period.

5.2 Manufacturer Warranties. The Seller shall pass through to the District, and shall enforce on the District's behalf at the Seller's cost, all warranties of VorTech and of any other manufacturer of the Equipment and parts. Such manufacturer warranties are in addition to, and do not limit, the Seller's warranties under this Agreement.

5.3 Warranty Remedy. During the warranty period, the Seller shall, at its cost, promptly repair or replace any Equipment or parts that fail to conform to this warranty. The Seller assumes no liability for failure of Equipment due to normal usage and wear, or for damage caused by the District's misuse or failure to maintain the Equipment. The Seller does not disclaim the implied warranties of merchantability or of fitness for the particular purpose of meeting the Performance Criteria.

ARTICLE 6: INDEMNIFICATION & LIMITATIONS

6.1 Mutual Indemnification. To the fullest extent permitted by Utah law, each Party shall indemnify, defend, and hold harmless the other Party and its employees and agents from and against all claims, damages, losses, liabilities, actions, causes of action, demands, fines, penalties, judgments, costs, and expenses, including reasonable attorneys' fees, court costs, and expert fees, to the extent arising out of or resulting from the indemnifying Party's own negligent acts, omissions, or misconduct. The District's indemnification obligations are subject to, and limited by, the Governmental Immunity Act of Utah, and nothing in this Agreement waives any governmental immunity, damages cap, or other protection available to the District under Utah law.

6.2 Intellectual Property. In the event any third party asserts a claim for patent or other intellectual-property infringement, royalties, or licensing fees with respect to the Equipment, materials, or services provided by the Seller, the Seller shall indemnify, defend, and hold the District harmless from all resulting liability, damages, costs, and expenses.

6.3 Consequential Damages. Except as outlined below, neither Party shall be liable to the other for any consequential, indirect, incidental, special, exemplary, or punitive damages arising out of or relating to this Agreement. The foregoing limitation does not limit, waive, or exclude: (a) the District's rights and remedies under Article 3 (including price reduction, retesting, and supplemental equipment); (b) either Party's obligations under Article 5 (Warranty) or Section 6.1 (Indemnification); (c) either Party's right to recover direct damages; (d) liability for personal injury or property damage; or (e) any right or remedy available to the District as a public agency under Utah law, including Utah Code Section 13-8-5. The price-reduction and refund remedies in Article 3 are agreed contractual remedies and are not penalties.

6.4 Title and Risk. Title to and risk of loss for the Equipment pass to the District upon Final Acceptance for the North Lane Equipment, and upon Acceptance of South Lane Equipment under 4.2(b)(v), except that the Seller bears the risk of loss or damage to the Equipment arising from the Seller's acts or omissions at any time.

6.5 Security Interest. Until all amounts properly due to the Seller have been paid in full, the Seller retains a security interest in the Equipment and has the rights of a secured party under the Uniform Commercial Code and applicable Utah law, exercised through appropriate legal process. The Seller shall not repossess or remove any Equipment installed at the District's publicly owned Facility without the District's prior written consent or an order of a court of competent jurisdiction, and shall exercise its remedies in a manner that does not disrupt operation of the Facility.

ARTICLE 7: TERMINATION

7.1 Termination by the District for Cause. The District may terminate this Agreement, in whole or in part, upon written notice if the Seller fails to meet the Performance Criteria as finally determined under Article 3, or materially breaches this Agreement and fails to cure the breach within thirty (30) days after written notice.

7.2 Termination by the Seller. The Seller may terminate this Agreement upon written notice if the District fails to pay an undisputed amount when due and such failure continues for thirty (30) days after written notice of nonpayment.

7.3 Non-Appropriation. The District's payment obligations are subject to the lawful appropriation and availability of funds. If funds are not appropriated or are withdrawn for any period, the District may terminate or suspend the affected portion of this Agreement upon

written notice, without penalty, and shall remain liable only for amounts due for Work and conforming Equipment actually Accepted through the effective date of termination.

7.4 Effect of Termination. Upon termination, the District shall pay for Work performed and conforming Equipment Accepted through the termination date, subject to the District's rights and remedies under this Agreement.

ARTICLE 8: SPECIAL SERVICE DISTRICT COMPLIANCE

8.1 Status and Authority. The District is a body corporate and politic, a quasi-municipal corporation, and a political subdivision of the State of Utah, with the power to enter into contracts and to acquire, construct, and equip facilities for the services it is authorized to provide (Utah Code Sections 17D-1-103 and 17D-1-301). This Agreement is subject to approval by the District's governing body in accordance with the Utah Open and Public Meetings Act (Utah Code Title 52, Chapter 4) and is binding on the District only when so approved and executed by an authorized representative of the District. The Seller acknowledges that the District's administrative or staff representatives have no authority to bind the District except as authorized by its governing body.

8.2 Procurement Compliance. The Parties intend that this Agreement comply with the Utah Procurement Code (Utah Code Title 63G, Chapter 6a), under which the District is a procurement unit acting through its governing body or designee, and, to the extent applicable, with Title 11, Chapter 39 (Building Improvements and Public Works Projects). To the extent the Equipment constitutes a sole-source procurement item, the District reserves the right to document that determination under Utah Code Section 63G-6a-802. The Seller shall reasonably cooperate with the District's procurement compliance.

8.3 Governmental Immunity. The District's immunity from suit is waived only as to its contractual obligations under this Agreement, as provided in Utah Code Section 63G-7-301. The District does not waive, and this Agreement shall not be construed to waive, any governmental immunity, defense, notice-of-claim requirement, or damages limitation available to the District under the Governmental Immunity Act of Utah (Utah Code Title 63G, Chapter 7) with respect to any non-contractual claim. Any indemnification, hold-harmless, or defense obligation of the District is enforceable only to the extent permitted by Utah law applicable to a governmental entity, and no such obligation requires the District to indemnify any party for that party's own negligence or misconduct.

8.4 Public Records. The Seller acknowledges that the District is subject to the Utah Government Records Access and Management Act (GRAMA, Utah Code Title 63G, Chapter 2) and that this Agreement and related records may be subject to public disclosure. The Seller shall mark any materials it claims to be protected and cooperate with the District's GRAMA determinations.

ARTICLE 9: GENERAL PROVISIONS

9.1 Entire Agreement. This Agreement, together with its Exhibits, constitutes the entire agreement between the Parties and supersedes all prior proposals, quotations, and understandings, including the Seller's standard terms and conditions and any manufacturer's terms and conditions except to the extent expressly incorporated herein. This Agreement may be amended only by a written agreement of the Parties.

9.2 Governing Law. This Agreement is governed by and construed in accordance with the laws of the State of Utah, without regard to its conflict-of-laws principles.

9.3 Assignment. Neither Party may assign this Agreement or delegate its obligations without the other Party's prior written consent.

9.4 Dispute Resolution. In the event of any dispute arising out of or relating to this Agreement, the Parties shall first attempt in good faith to resolve the dispute through direct negotiation and, if not resolved, through non-binding mediation administered by a mutually agreed mediator, with the costs of mediation shared equally. If the dispute is not resolved through mediation, either Party may commence an action in a state or federal court of competent jurisdiction located in Wasatch County, Utah, and each Party irrevocably submits to the exclusive jurisdiction and venue of such courts.

9.5 Notices. All notices must be in writing and delivered to the Parties at the addresses set forth beneath their signatures (or as later designated in writing), and are effective upon receipt.

9.6 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns, except that persons entitled to make claims on the payment bond retain their statutory rights.

9.7 Severability. If any provision of this Agreement is held invalid, the remaining provisions remain in full force and effect, and the invalid provision shall be reformed to reflect the Parties' intent to the greatest extent permitted by law.

9.8 Survival. Any provision of this Agreement that, by its nature, is intended to survive completion, expiration, or termination of this Agreement shall survive such completion, expiration, or termination.

9.9 Electronic Signatures and Counterparts. This Agreement may be executed in counterparts, including by electronic signature, each of which is an original and all of which together constitute one instrument.

9.10 Authority. Each person signing this Agreement represents that he or she is duly authorized to execute it on behalf of the Party for which he or she signs.

9.11 Force Majeure. Neither Party is liable for any failure or delay in performing an obligation under this Agreement (other than a payment obligation for Work properly Accepted) to the extent due to causes beyond its reasonable control, including acts of God, accident, war, terrorism, epidemic, pandemic, quarantine, civil commotion, natural catastrophe, governmental acts or omissions, changes in law, fire, explosion, or a generalized lack of availability of raw materials or energy. Force Majeure does not include financial distress, inability to make a profit, changes in market prices, or a Party's financial inability to perform.

[*Signature Page Follows*]

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

HEBER VALLEY SPECIAL SERVICE DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

Address: _____

MISCOWATER

By: _____

Name: _____

Title: _____

Date: _____

Address: _____

EXHIBIT A
SCOPE OF WORK AND SUPPLY

Scope of Supply (North Lane, Try and Buy)

- Two (2) VorTech VPA-S5040 aeration units (full equipment scope per the Seller's individual scope documents).
- Two (2) support bridges with pump access platforms.
- Support bridge and anchorage design and calculations with PE stamp.
- Submittals, control philosophy, and O&M manual.
- Plans and specifications for Seller-provided equipment.

Scope of Work (North Lane, Try and Buy)

- Assembly of the VorTech units outside the basin.
- Installation of support bridges and access stairways; anchoring of support bridges.
- Lifting and setting of the VPA units, crane included.
- Installation of handrail, kick plate, and planking on the access platform and stairway.
- Construction plan, risk-management plan, and project management with a single point of contact.
- Performance and data-analysis meetings (weekly for the first month of operation; every two weeks thereafter, or as needed).

South Lane. Upon Final Acceptance of the North Lane, the same scope of supply and work shall be performed on the South Lane.

District-Furnished Items. Electrical and instrumentation components and design (VFDs, wiring, control updates); plant instrumentation; sampling and data logging; and a North Basin handed off drained and cleaned with existing equipment removed.

Exclusions. Permits, fees, and stamped engineering documents (other than the included support-bridge calculations); concrete restoration; installation of unidentified piping, equipment supports, or electrical; hazardous-material handling or disposal; and bypass pumping.

EXHIBIT B
PROJECT SCHEDULE

Milestone	Timing
Notice to Proceed	Timeline begins
General Arrangement Drawings / Submittals	8 weeks from NTP
Fabrication of equipment complete	18 weeks from submittal approval
Installation of equipment complete	2 weeks from delivery
Start-up and training	Following installation
Commissioning and Performance Testing	60 days after start-up
Close project	Upon completion of the above and Final Acceptance

The schedule is subject to change based upon state-agency review of the documents. Any delay or further equipment requirements resulting from agency review will require the schedule, scope, and pricing to be updated accordingly, in good faith and by change order.

EXHIBIT C
ADDITIONAL PERFORMANCE REQUIREMENTS

Basis and Test Conditions

This document sets out the performance requirements for the two VPA-S5040 units to be supplied by Vortech for the North aeration lane. Vortech supplies the equipment to MISCOwater, selects it against the agreed design inputs and provides commissioning and ICA support; HVSSD and its designers retain responsibility for process design, plant controls and operation.

Design basis: HVSSD oxygen requirements dated 18 June 2026 and Vortech's July 2026 proposal. The governing standard oxygen requirement (SOR) for the North lane is 295.5 lb O2/h (134.0 kg O2/h) at maximum-month conditions; the two-unit arrangement has a combined nominal clean-water SOTR of 352.8 lb O2/h (160 kg O2/h) at 60 Hz. Acceptance is based on the capacity required for the North lane under the agreed conditions.

All airflow, oxygen-transfer and efficiency testing will be carried out with both units at 60 Hz (maximum continuous speed). Performance across the operating speed range will be recorded during commissioning and reported for information, without acceptance criteria.

Testing will use agreed operating conditions, calibrated instruments and representative sampling. HVSSD, MISCOwater and Vortech will have access to all raw data. Instrument faults, abnormal plant conditions and suspect samples will be investigated, with any exclusions and replacement testing recorded jointly. Measurement-uncertainty allowances and remedy caps will be fixed before contract.

Standard Oxygen Transfer Rate (SOTR) and Standard Aeration Efficiency (SAE) – combined test

Units – SOTR: lb O2/h (kg O2/h); SAE: lb O2/hp-hr (kg O2/kWh)

The primary performance metric for any oxygen transfer device is SOTR, which measures the mass of oxygen transferred per unit time at standard conditions. Standard conditions are defined as clean water at 20°C (68°F), 1.00 atm (sea level) and zero dissolved oxygen. The standard oxygen transfer efficiency (SOTE) is the fraction of the oxygen supplied in the air that is transferred to the water under the same standard conditions; for a given airflow, SOTR is fixed by SOTE. The standard aeration efficiency (SAE) is SOTR divided by the power drawn by the aeration device.

The delivery of oxygen to the wastewater will be calculated from the rate of flow of air entering the vortex chamber of each VorTech unit and the oxygen transfer efficiency of the unit, as set out below. Airflow alone does not quantify oxygen transfer; the SOTE of the VPA-S5040 at the installed configuration, as stated in Vortech's proposal and supported by Vortech's clean-water test data, will be provided before site testing. A circular opening in the center of the unit shall be designed to allow accurate measurement and isolation of air flow entering the unit. Air flow shall be measured using a

calibrated vane anemometer (Testo 417 or equivalent; stated velocity accuracy ±1.5% of reading + 0.1 m/s) traversed across the intake opening, with volumetric airflow calculated from the mean velocity and the intake area. Vortech will provide the meter and an appropriate hood will be installed with the meter to capture accurate airflow readings. Calibration report shall be furnished at the start of testing and appended to the commissioning report. Manufacturer shall be responsible for furnishing a calibrated airflow meter and any ancillary equipment necessary to perform the SOTR testing.

Air flow shall be measured while the VorTech units remain at a constant speed (60 Hz)/steady state. Airflow shall be reported as a stabilized three-minute average for each unit, and motor input power shall be logged over the same period (see SAE below) so that SOTR and SAE are established from a single test. The stabilized air flow rate, corrected to standard conditions (20°C, 1.00 atm) using the air temperature and barometric pressure, shall be the value used in the calculation of SOTR.

Calculation of oxygen transfer from airflow. The mass of oxygen supplied to each unit is the standardized airflow multiplied by the density of air and the oxygen mass fraction of air:

$$W_{O_2} = Q_s \cdot \rho_s \cdot 0.2315$$

where Qs is the airflow at standard conditions (scfm or Nm^3/h), ρs is the density of air at standard conditions (0.0749 lb/ft^3; 1.20 kg/m^3) and 0.2315 is the mass fraction of oxygen in air. Numerically, WO_2 ≈ 1.04 lb O2/h per scfm (0.278 kg O2/h per Nm^3/h).

The oxygen transfer rate is the oxygen supplied multiplied by the oxygen transfer efficiency. In clean water at standard conditions this gives SOTR; in process water it gives the field OTR:

$$SOTR = W_{O_2} \cdot SOTE = Q_s \cdot \rho_s \cdot 0.2315 \cdot SOTE$$

$$OTR = W_{O_2} \cdot OTE$$

SOTE for the VPA-S5040 at the installed configuration is a fixed characteristic of the unit provided by Vortech (see above); the site test therefore establishes SOTR by measuring the standardized airflow at 60 Hz. For the two units, SOTR is the sum of the individual unit values.

For information, the field OTR (and field OTE) is related to SOTR (and SOTE) by the standard process-water correction below, which allows the result to be compared with the actual oxygen requirement (AOR). This correction relies on wastewater factors that are not measured on site and is not used for acceptance:

$$OTR = \alpha F(SOTR)\theta^{(T-20)}(\varphi\tau\beta C^*_{\infty 20} - C)/C^*_{\infty 20}$$

Field measurement of other parameters shall also be recorded at the time of flow measurement. These include:

- Wastewater Temperature (degrees C) measured at the time of air flow measurement (Temperature taken from the DO analyzers)

- Site Elevation – 5500 ft AMSL. Barometric pressure (may be calculated) and air temperature shall be measured at the time of test for correction of the airflow to standard conditions.
- α Factor – process-water correction factor. Not measurable on site; an agreed value will be used for the information calculation only (not an acceptance parameter).
- Theta= 1.024
- Beta= 0.98 (assumed value; information calculation only)
- Dissolved oxygen concentration in the tank at the time of test (C), from the DO analyzers, and tank water level.
- Motor input power (kW) of each unit, logged continuously over the test period (see SAE).

SOTR and SAE shall be determined with both units operating at 60 Hz, the maximum continuous speed and the duty point at which the equipment is selected and guaranteed. Airflow and power at additional speeds across the operating range, down to the agreed minimum mixing speed, will be recorded during commissioning and reported for information, without acceptance criteria.

The equipment will be deemed to have achieved/met the design condition if the calculated SOTR is not less than the standard oxygen requirement (SOR) for the North lane, after allowing for the agreed measurement uncertainty. On the airflow basis this corresponds to a standardized airflow for each unit of at least 90% of the agreed 60 Hz reference airflow stated.

If the calculated SOTR does not meet the acceptance criterion, or the result is too close to confirm a pass or fail, the test shall be repeated at Vortech's expense. Invalid tests will not count as equipment failure.

If after three attempts the device fails to meet the specified SOTR it will be considered to have failed. The equipment remains purchased and payable, subject to the remedies below. For a confirmed shortfall attributable to Vortech's supplied equipment or its selection against the agreed design inputs, Vortech shall prepare a corrective action plan to address the failure that includes the proposed remedy and a schedule for implementation. The plan shall be prepared and submitted to the Owner for review within two weeks after failure. Owner shall review the corrective action plan and recommend any changes and/or concur with the plan within 7 days. HVSSD retains responsibility for process design and the adequacy of its oxygen-demand inputs.

All costs associated with the corrective action plan shall be the responsibility of Vortech. Once the corrective action has been executed, testing will be performed for the second time. Where the corrective action adds capacity, the retest will verify the total installed capacity against the SOR. If the system fails to meet performance requirements following the corrective action the shortfall will be settled by an agreed, proportionate reduction in the affected equipment price. Corrective work and agreed price adjustments will be the exclusive remedies for performance shortfalls, subject to a finite aggregate financial cap of 50% of North Lane contract price and no duplicate recovery. The equipment will remain purchased and payable, subject to the agreed price adjustment. Supplemental equipment will be considered only where it is needed to meet the required North-lane capacity, at Vortech's option within the agreed remedy cap.

Standard Aeration Efficiency (SAE) – measured in the same test as SOTR

Units – lbO2/hp-hr (kg O2/kWh; 1 kg O2/kWh = 1.644 lb O2/hp-hr)

SAE shall be determined in the same test as SOTR: the power demand of each VPA pump motor shall be logged continuously over the same steady-state period as the airflow measurement, so that SOTR and SAE are established from a single data set. A calibrated three-phase power-quality analyzer shall be installed downstream of the VFD and any output filter, as close as practical to the pump motor terminals, and shall measure total real power (kW) and energy (kWh). VFD-reported power is not acceptable for the SAE determination. The measurement boundary is motor input power; upstream VFD, filter and cable losses are excluded, as these form part of the plant electrical design outside Vortech's supply. Logged power shall be time-synchronized with the airflow measurements.

The power demand shall be measured and recorded continuously during the testing. The power demand to be used in determining SAE shall be the power used during the steady state period of SOTR air flow testing (average kW over the same three-minute stabilized period, summed for the two units).

SAE is calculated from SOTR and the measured motor input power:

$$SAE = \frac{SOTR}{P} = \frac{Q_s \cdot \rho_s \cdot 0.2315 \cdot SOTE}{P}$$

where P is the summed motor input power of the units under test (kW), averaged over the same stabilized period as the airflow measurement. SAE in lb O2/hp-hr is the value in kg O2/kWh multiplied by 1.644. For information, the field aeration efficiency is OTR/P on the same power basis.

Before site testing, Vortech will submit the certified ISO 9906 Grade 2B factory test results for the pumps, including the agreed duty-point efficiency and power, and the SAE benchmark for the 60 Hz duty will be confirmed on that basis: $B = B_o \times \min(1, \eta_{tested} / \eta_{assumed})$, where B_o is Vortech's published SAE at 60 Hz and the efficiencies are on the motor-input power basis (including motor efficiency).

As with the SOTR, testing SAE shall be determined at the 60 Hz duty point, in the same test. SAE at other speeds recorded during commissioning will be reported for information.

The calculated SAE shall be not less than [90]% of the benchmark SAE at the 60 Hz duty point, allowing for the agreed measurement uncertainty, for the device to pass.

If the calculated SAE does not meet the acceptance criterion, or the result is too close to confirm a pass or fail, the test shall be repeated at Vortech's expense. Invalid tests will not count as equipment failure.

If after three attempts the device fails to meet the specified SAE it will be considered to have failed. The equipment remains purchased and payable. Where the required oxygen capacity (SOTR) is delivered but the SAE criterion is not met, corrective action cannot improve the efficiency of the installed units; the

remedy shall be a capped, proportionate reduction in the affected equipment price, agreed between HVSSD and Vortech, as the exclusive remedy.

Dissolved Oxygen Residual – 30-day demonstration at average load

Units – mg O2/L

Maintenance of a desirable dissolved oxygen concentration is also a key performance measure for the aeration device. Monitoring of the DO residual in the basins equipped with the VorTech units will be used to demonstrate that the integrated VPA, instrumentation and controls maintain DO close to the selected operating setpoint and recover after approved operating changes.

The ability of the aeration system to maintain the DO setpoint within the agreed operating envelope defined below will be measured. The comparison point will be the selected setpoint.

Since DO residual is impacted by several factors unrelated to the performance of the device, a longer term (30-day) test will be used to assess the overall long term performance of the system and to dampen these outside influences.

The assessment will compare the measured DO residual against the setpoint over a 30 day period, with the setpoint fixed at 2.0 mg/L throughout. The 30-day mean DO at each agreed monitoring location over this time will be used to evaluate how well the system maintains DO residual. The 30-day mean shall be within 1.5 – 2.5 mg/L (setpoint ±0.5 mg/L) at each agreed monitoring location in order to be considered satisfactory. An instrument allowance of 0.1 mg/L gives a measured acceptance band of 1.4 – 2.6 mg/L, subject to confirmation of the installed instruments. DO shall be assessed using a 30-second moving average, consistent with typical instrument settings, rather than instantaneous readings. DO readings recorded during VPA backwash cycles (the periodic automatic stop of a unit to backflush its column) shall be excluded from the calculation.

This commitment applies only while daily North-lane flow, BOD mass load and TKN mass load are each within 90–110% (±10%) of the agreed average-load basis (1.0 US MGD per lane, primary-effluent BOD 150 mg/L, TKN 55 mg/L) and MLSS is between 2.9 and 3.5 g/L. Temperature, water level, recycles, controls and short-duration load limits will be agreed in the test schedule. Periods outside these limits, or following a change to the agreed operating setpoints or a process upset, will be excluded from the assessment and the validation test may be restarted once normal operating conditions have been restored; however, the overall validation period shall not exceed 30 calendar days from commencement of the initial test (if a restart is required after 10 days, a maximum of 20 days remains available to complete the validation). At least 90% valid data is required at each agreed probe. DO data recorded outside the operating envelope will be reported for information.

Throughout the testing period, the DO setpoint shall remain fixed at 2.0 mg/L and the North lane shall be operated in the normal manner within the agreed limits.

The VorTech units will be controlled by HVSSD's dissolved oxygen (DO) setpoint controller (existing plant PLC/SCADA), modulating unit speed within the agreed operating range, to maintain the setpoint DO residual. Vortech will provide the recommended control strategy, operating speed range and minimum mixing speed, and will support HVSSD and MISCOwater with controls integration and commissioning. Continuous monitoring of DO residual in the process basins shall be conducted throughout the testing.

The facilities existing DO analyzers (2 per train) will be employed to measure the residual in each tank/train and are the agreed monitoring locations for the North lane. Owner shall be responsible to calibrate and maintain DO analyzers throughout the duration of the testing. Data collection will be automated and will be through the District's SCADA system, logging DO at intervals of one minute or less as a 30-second moving average. The Owner shall provide a weekly report/summary of the collected data and shall provide that to Vortech and MISCOwater. HVSSD, MISCOwater and Vortech will have access to the raw data; instrument faults, abnormal plant conditions and suspect data will be investigated, with any exclusions recorded jointly.

The D.O. setpoint shall not be changed during the 30-day demonstration. Any change to the agreed setpoint, process upset or operation outside the defined limits will pause the assessment for the affected period, and the test may be resumed once normal operating conditions are restored (see limits above). Alternative setpoints may be trialled during commissioning, before the demonstration starts, with Vortech's support.

Homogeneous Mixing

Units- mg MLSS/L

The aeration device shall also provide sufficient mixing throughout the tank to maintain solids in suspension. The test demonstrates that VPA circulation keeps suspended solids reasonably uniform across the agreed treatment volume. The mixing test shall be conducted with both units running at a fixed, agreed speed representative of average loading conditions. A minimum mixing speed will also be agreed and incorporated into the control strategy; where the units operate below that speed for extended periods, the controls will periodically raise the speed for sufficient duration to keep the tank well mixed. Grab samples of MLSS shall be taken at agreed locations and depths throughout the aerated tank, fixed in advance and located away from the influent and RAS entry points. Samples shall be taken to ensure they are representative.

The number of samples collected will be a minimum of five and a maximum of ten. The location of the samples may vary but will logically be taken from the corners of the tank and may be taken at different levels within the tank. Two sampling rounds shall be carried out. All samples in a round shall be taken within 10 minutes and shall be analyzed within 24 hours of being taken. The average MLSS

concentration of all samples in the round will establish the average MLSS concentration in the tank during that period.

Each individual sample shall be compared to the average and must be within 15% (inclusive of sampling and measurement uncertainty) of the average to pass.

HVSSD will perform the analyses at their in-house lab and will follow Standard Methods 2540 D in analyzing the samples, with duplicate samples and quality checks. Sampling may be witnessed by Vortech and MISCOwater, and all parties will have access to the raw results. If laboratory testing proves impractical, a handheld MLSS meter may be used after calibration against reliable gravimetric samples and agreement of its measurement allowance.

All samples must fall within the 15% threshold otherwise the test is considered to be failed.

If a sample fails in either of the two rounds, a third round shall be conducted and assessed as before.

Once all samples fall within the requirements the test is considered passed.

After three rounds with failures the system will be designated as having failed mixing requirements.

The mixing test shall be completed during commissioning, once MLSS has been established in the North lane, and before the 30-day DO demonstration begins. Mixing profiles need not be repeated during the DO demonstration, although additional profiles may be taken by agreement where valid.

The manufacturer shall prepare a corrective action plan to address any identified mixing failure, following the same corrective action and remedy provisions as set out for SOTR above.

EXHIBIT D
PRICING

Item	Description	Price
(2) VPA-S5040	VorTech units for North Lane	$625,000
(2) Support / Access	Support structure and access platforms, North	$192,500
Installation Services	North Lane	$49, 130
(2) VPA-S5040	VorTech units for South Lane	$625,000
(2) Support / Access	Support structure and access platforms, South	$192,500
Installation Services	South Lane	$49,130
Bonds (Performance and Payment)		$52,000
Total North Lane Price		$892,630
Total South Lane Price		$892,630
Total Contract Price		$1,785,260

All freight is included in unit costs. Sales tax not included; the District is tax-exempt. South Lane pricing to be confirmed upon Final Acceptance of the North Lane Equipment subject to the price escalation terms in the Agreement.

EXHIBIT E
AERATION REQUIREMENT CALCULATIONS

	AVG DAY	MAX MONTH	MAX DAY	Units	Notes
Design Flow	2.00	2.00	2.00	MGD	Can maintain consistent flow through process- peaks can be diverted to lagoons
Design DO Residual	2.00	2.00	1.00	mg/L	Maintain 2.0 ppm residual except at max/peak day
Primary Effluent BOD	150	190	230	mg/L	Based on sampling data 2024-2026
Primary Effluent TKN	55	70	80	mg/L	Based on sampling data 2024-2027
Assimilation (100:5:1)					
TKN to Synthesis	7.5	9.5	11.5	mg/L	TKN for growth
Refractory TKN/DON	1.0	1.0	1.0	mg/L	TKN refractory
TKN to be nitrified	46.5	59.5	67.5	mg/L	TKN for oxygen req't
Denite Credit					
IRQ Flow (3Q)	6	6	6	mgd	Estimated flow
Effluent NO3-N	3.5	5.5	7.5	mg/L	Avg Day based on operating data, assumed increases at higher loadings
Mass of NO3-N Denitrified	175.1	275.2	375.3	lb NO3-N/day	lbs of NO3-N returned to anoxic
O2 Credit	2.86	2.86	2.86	lb O2/lb NO3-N	
O2 Credit	500.9	787.1	1073.4	lb O2/day	oxygen credit for denite
Oxygen Requirements					
BOD O2 Reqt	1.2	1.2	1.2	lb O2/lb BOD	R-317
BODmass	2502	3169.2	3836.4	lb BOD/day	mass of BOD
BODaor	3002.4	3803.04	4603.68	lb O2/day	oxygen req't for BOD
TKN O2 Reqt	4.5	4.5	4.5	lb O2/lb TKN	R-317
TKNmass	775.62	992.46	1125.9	lb TKN/day	mass of TKN
TKNaor	3490.29	4466.07	5066.55	lb O2/day	oxygen req't for TKN
AOR (BOD + TKN)	6492.7	8269.1	9670.2	lb O2/day	total oxygen req't TKN +BOD
Denite Credit	500.9	787.1	1073.4	lb O2/day	less oxygen credit
AORfinal	**5991.8**	**7482.0**	**8596.9**	**lb O2/day**	for both lanes
AORfinal	**249.7**	**311.7**	**358.2**	**lb O2/hr**	for both lanes
AORfinal	**124.8**	**155.9**	**179.1**	**lb O2/hr**	for each lane

MASTER AGREEMENT
FOR ONGOING CONSULTING AND ENGINEERING SERVICES
BETWEEN Heber Valley Special Service District
AND BROWN AND CALDWELL

THIS MASTER AGREEMENT is made and entered into on this 8th day of October, 2026, by and between Heber Valley Special Service District, a special service district organized under Title 17D, Chapter 1 of the Utah Code, hereinafter referred to as "Client," and Brown and Caldwell, a California corporation, its affiliates and subsidiaries, hereinafter referred to as "Consultant."

RECITALS:

WHEREAS, Client desires that from time to time Consultant furnish Client certain consulting services;

WHEREAS, Consultant has available and offers to provide personnel and facilities necessary to perform the services desired under this Agreement;

NOW, THEREFORE, Client and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

Services to be provided shall be as described in written task orders made pursuant to and referencing this Agreement.

II. SCOPE OF CONSULTANT SERVICES

Consultant agrees to perform those basic services described in separate written task or purchase orders signed by Client and Consultant (the "Services"). This Agreement provides the terms, obligations and conditions which shall control all work. The printed terms and conditions, if any, contained on the reverse sides of an accepted task or purchase order shall not apply to services provided under this Agreement. Unless modified in writing by both parties, duties of Consultant shall not be construed to exceed those services specifically described in each task order. In the event work is authorized prior to the issuance of a written task order, any services performed by Consultant will be presumed to have been completed under the terms of this Agreement.

III. RESPONSIBILITIES OF CLIENT

In addition to payment for the Services performed under this Agreement, Client shall:

1. Assist and cooperate with Consultant in any commercially reasonable manner necessary and within its ability to facilitate Consultant's performance under this Agreement.
2. Designate in writing a person to act as Client's representative with respect to this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define Client's policies, make decisions and execute documents on Client's behalf.

3. Furnish Consultant with all technical data in Client's possession including, but not limited to, maps, surveys, drawings, soils or geotechnical reports, and any other information required by, or useful to, Consultant in performance of its Services under this Agreement. Consultant shall be entitled to rely upon the information supplied by Client.
4. Notify Consultant of any known or known potential health or safety hazards existing at or near the project site.
5. Provide access to and/or obtain permission for Consultant to enter upon all property, whether or not owned by Client, as required to perform and complete the Services.
6. If Consultant's scope of work includes services during construction, Client will require the construction contractor to indemnify and hold harmless Consultant, its officers, employees, agents, and consultants against claims, suits, demands, liabilities, losses, damages, and costs, including reasonable attorneys' fees and all other costs of defense, arising out of the performance of the work of the contractor, breach of contract, or willful misconduct of the contractor or its subcontractors, employees, and agents.

   Client will require the contractor to name Consultant, its directors, officers and employees as additional insureds on the contractor's general liability insurance and/or Owner's and Contractor's Protective Policy (OCP), and any builder's risk, or other property insurance purchased by Client or the contractor to protect work in progress or any materials, supplies, or equipment purchased for installation therein.

   Client will furnish contractor's certificates of insurance evidencing that Consultant, its officers, employees, agents, and consultants are named as additional insureds on contractor's general liability and property insurance applicable to the Project. Contractor's policies shall be primary and any such insurance carried by the Consultant shall be excess and noncontributory. The certificates shall provide that Consultant be given 30 days' written notice prior to any cancellation thereof.

IV. AMERICANS WITH DISABILITIES ACT

Any other provision of this Agreement to the contrary notwithstanding, unless otherwise specified in the Scope of Services, Client shall have sole responsibility as between Client and Consultant for compliance with the Americans With Disabilities Act ("ADA") 42 U.S.C. 12101 et. Seq. and the related regulations.

V. AUTHORIZATION AND COMPLETION

In signing this Agreement, Client grants Consultant specific authorization to proceed with work as directed in executed task orders.

VI. COMPENSATION

For the Services described in each task order, Client agrees to pay, and Consultant agrees to accept the total compensation in accordance with compensation terms included in the task order. Where Consultant has provided Client with a breakdown of the total compensation into subtasks, such breakdowns are estimates only. Consultant may re-allocate compensation between tasks, provided total compensation is not exceeded without the approval of Client. Unless otherwise agreed in writing, Consultant's compensation for services performed under this Agreement shall be determined using a multiplier of not to exceed 3.25 applied to direct labor costs. Notwithstanding the foregoing, the fully

burdened billing rates charged under this Agreement shall not exceed Three Hundred Fifty Dollars ($350.00) per hour. The parties acknowledge that labor costs, market conditions, and other business factors may change during the term of this Agreement. Accordingly, Consultant reserves the right to review the billing rate cap on an annual basis. Consultant may propose adjustments to the rate cap and direct labor costs no more than once per calendar year, subject to written notice and mutual agreement of the parties. Any approved adjustment shall be documented in a written amendment or other mutually executed written instrument and shall become effective on the date specified therein. Compensation shall be billed monthly in summary form provided, however, that each invoice shall include sufficient detail to identify the individuals who performed the Services and generally describe the Services performed by each individual relevant to the invoice. Payment to Consultant is due within 30 business days of presentation of invoice to Client.

As long as Consultant has not defaulted under this Agreement, Client shall pay Consultant within 30 days of the date of Consultant's presentation of invoices for services performed and reimbursable expenses incurred under this Agreement. If Client has reason to question or contest any portion of any such invoice, amounts questioned or contested shall be identified and notice given to Consultant within 15 days of the date of presentation of the invoice. Any portion of any invoice not contested shall be deemed to be accepted and approved for payment and shall be paid to Consultant within 30 days of the date of presenting the invoice. The Client agrees to cooperate with Consultant in a mutual effort to resolve promptly any contested portions of the Consultant's invoices.

In the event any uncontested portions of any invoice are not paid within 30 days of the date of Consultant's presenting the invoice, interest on the unpaid balance shall accrue beginning with the 31st day at the maximum interest rate permitted by law, and Consultant shall have the right to suspend work per Article XV, Suspension of Work.

VII. RESPONSIBILITY OF CONSULTANT

A. Standard of Care—Professional Services

Subject to the limitations inherent in the agreed scope of work as to the degree of care, amount of time and expenses to be incurred, and subject to any other limitations contained in this Agreement, Consultant shall perform its Services in a professional manner in accordance with generally accepted standards and practices customarily utilized by competent engineering firms in effect at the time Consultant's Services are rendered.

B. Reliance upon Information Provided by Others

If Consultant's performance of services hereunder requires Consultant to rely on information provided by other parties (excepting Consultant's subcontractors), Consultant shall not independently verify the validity, completeness, or accuracy of such information unless otherwise expressly engaged to do so in writing by Client.

C. Consultant's Opinion of Costs

Client acknowledges that construction cost estimates, financial analyses and feasibility projections are subject to many influences including, but not limited to, price of labor and materials, unknown or latent conditions of existing equipment or structures, and time or quality of performance by third parties. Client acknowledges that such influences may not be precisely forecasted and are beyond the control of Consultant and that actual costs incurred may vary substantially from the estimates prepared by Consultant. Consultant does not warrant or guarantee the accuracy of construction or development cost estimates.

D. Construction Phase Services

1. Consultant's Activities at Construction Site. The presence of Consultant's personnel at a construction site, whether as on-site representative, resident engineer, construction manager, or otherwise, does not make Consultant responsible for those duties that belong to Client and/or construction contractors or others, and does not relieve construction contractors or others of their obligations, duties, and responsibilities, including, but not limited to, construction methods, means, techniques, sequences, and procedures necessary for completing all portions of the construction work in accordance with the contract documents, any health or safety programs and precautions required by such construction work, and any compliance with applicable laws and regulations. Unless otherwise expressly agreed in writing, any inspection or observation of the contractor's work is solely for the purpose of determining that the work is generally proceeding in conformance with the intent of the project specifications and contract documents. Consultant makes no warranty or guarantee with respect to the performance of a contractor. Consultant has no authority to exercise control over any construction contractor in connection with their work or health or safety programs and precautions. Except to protect Consultant's own personnel and except as may be expressly required elsewhere in the scope of services, Consultant has no duty to inspect, observe, correct, or report on health or safety deficiencies of the construction contractor.

2. Shop Drawing and Submittal Review. If required by Consultant's Scope of Services, Consultant shall review shop drawings or other contractor submittals for general conformance with the intent of the contract documents. Consultant shall not be required to verify dimensions, to engineer contractor's shop drawings or submittals, nor to coordinate shop drawings or other submittals with other shop drawings or submittals provided by contractor.

3. Record Drawings. Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the Project was finally constructed. Consultant is not responsible for any errors or omissions in the information from others that are incorporated into the record drawings.

VIII. ASSIGNMENT OF TASKS TO AFFILIATES

If the authorized scope of work includes construction activities or the oversight of construction, Consultant may, at its discretion and upon notice to Client, assign all of its contractual rights and

obligations with respect to such activities or services to Brown and Caldwell Constructors, its wholly owned affiliate.

If the authorized scope of work requires professional services to be performed in a jurisdiction in which Consultant renders professional services solely through a locally registered engineering affiliate for purposes of compliance with professional licensing requirements in that jurisdiction, Consultant may, in its discretion, upon notice to Client, assign its contractual rights and obligations with respect to such services to such locally registered engineering affiliate.

IX. ASBESTOS/HAZARDOUS MATERIALS

Consultant and Consultant's subcontractors shall have no responsibility for the discovery, handling, removal, or disposal of or exposure of persons to asbestos or hazardous or toxic materials that are present in any form at the Project site. Professional services related to or in any way connected with the investigation, detection, abatement, replacement, use, specification, or removal of products, materials, or processes containing asbestos or hazardous or toxic materials are beyond the scope of this Agreement. Client shall be solely responsible for notifying all appropriate governmental agencies, including the potentially effected public, of the existence of any hazardous or toxic materials located on or at the project site at any time.

In the event Consultant encounters asbestos or hazardous materials at the jobsite, Consultant may, at its option and without liability for damages, suspend the performance of services on the Project until such time as Client and Consultant mutually agree on an amendment to this Agreement to address the issue, or Client retains another specialist consultant or contractor to identify, classify, abate and/or remove the asbestos and/or hazardous materials.

X. CONSULTANT'S WORK PRODUCT

A. Scope

Consultant's work product which is prepared solely for the purposes of this Agreement, including, but not limited to, drawings, test results, recommendations and technical specifications, whether in hard copy or electronic form, shall become the property of Client when Consultant has been fully compensated as set forth herein. Consultant may keep copies of all work product for its records.

Consultant and Client recognize that Consultant's work product submitted in performance of this Agreement is intended only for the project described in this Agreement. Client's alteration of Consultant's work product or its use by Client for any other purpose shall be at Client's sole risk, and Client shall hold harmless and indemnify Consultant against all losses, damages, costs and expense, including attorneys' fees, arising out of or related to any such alteration or unauthorized use.

B. Electronic Copies

If requested, solely as an aid and accommodation to Client, Consultant may provide copies of its work product documents in computer-readable media ("electronic copies," "CADD"). These documents will duplicate the documents provided as work product, but will not bear the signature and professional seals of the registered professionals responsible for the work. Client is cautioned that the accuracy of electronic copies and CADD documents may be compromised by electronic media degradation, errors in format translation, file corruption, printing errors and incompatibilities, operator inexperience and file modification. Consultant will maintain the original copy, which shall serve as the official, archived record of the electronic and CADD documents. Client agrees to hold harmless, indemnify and defend Consultant from any claims arising out of or relating to any unauthorized change or alteration of electronic copies and CADD documents.

XI. INDEMNIFICATION

A. Indemnification of Client

Consultant agrees to indemnify and hold Client and its officers, board members, employees, and agents (the "Client Indemnitees") harmless from and against any and all claims, suits, demands, losses, damages, costs and expenses, including reasonable attorneys and experts fees and costs of defense, liability to the extent caused by or arising out of the negligent acts, errors, or omissions, recklessness, intentional misconduct, or breach of this Agreement of Consultant, its agents, subcontractors, employees, or representatives, in the performance of Consultant's duties under this Agreement. This obligation is not limited by the amount or type of Consultant's insurance and survives completion or termination of this Agreement.

B. Consequential Damages

Regardless of any other term of this Agreement, in no event shall either party be responsible or liable to the other for any incidental, consequential, or other indirect damages.

XII. CONSULTANT'S INSURANCE

Consultant shall procure and maintain the following minimum insurance:

1. Commercial general liability insurance, including personal injury liability, blanket contractual liability and broad-form property damage liability coverage. The combined single limit for bodily injury and property damage shall be not less than $5,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented, and hired cars. The combined single limit for bodily injury and property damage shall be not less than $1,000,000.
3. Statutory workers' compensation and employer's liability insurance as required by state law.
4. Professional liability insurance. The policy limit shall be not less than $5,000,000.

Client shall be named as additional insured on policies 1 and 2 above. A certificate of insurance, together with the applicable additional-insured endorsements, will be provided to Client before

Consultant commences work, and the Client shall be given 30 days' written notice in the event the above policies are cancelled or not renewed.

XIII. CONFIDENTIALITY

Consultant agrees it will maintain the confidentiality of material it receives from Client which Client has clearly identified as "Confidential" and will not disclose, distribute, or publish to any third party such confidential information without the prior permission of Client. Notwithstanding the foregoing, Consultant shall have no confidentiality obligation with respect to information that:

1) becomes generally available to the public other than as a result of disclosure by Consultant or its agents or employees;
2) was available to Consultant on a non-confidential basis prior to its disclosure by Client;
3) becomes available to Consultant from a third party who is not, to the knowledge of Consultant, bound to retain such information in confidence.

In the event Consultant is compelled by subpoena, court order, or administrative order to disclose any confidential information, Consultant shall promptly notify Client and shall cooperate with Client prior to disclosure so that Client may take necessary actions to protect such confidential information from disclosure.

XIV. SUBCONTRACTS

Consultant shall be entitled, to the extent determined appropriate by Consultant and with the written permission of the Client (which shall not be unreasonably withheld), to subcontract any portion of the services to be performed under this Agreement provided that any such subcontracting complies with applicable law and applicable procurement requirements.

XV. SUSPENSION OF WORK

Work under this Agreement may be suspended as follows:

1. By Client. By written notice to Consultant, Client may suspend all or a portion of the Work under this Agreement if unforeseen circumstances beyond Client's control make normal progress of the Work impracticable. Consultant shall be compensated for its reasonable expenses resulting from such suspension including mobilization and demobilization. If suspension is greater than 30 days, then Consultant shall have the right to terminate this Agreement in accordance with Article XVI, Termination of Work.

2. By Consultant. By written notice to Client, Consultant may suspend the Work if Consultant reasonably determines that working conditions at the Site (outside Consultant's control) are unsafe, or in violation of applicable laws, or in the event Client has not made timely payment in accordance with Article VI, Compensation, or for other circumstances not caused by Consultant that are unreasonably and materially interfering with the normal progress of the Work. Consultant's suspension of Work hereunder shall be without prejudice to any other remedy of Consultant at law or equity.

XVI. TERMINATION OF WORK

A. This Agreement may be terminated by Client as follows: (1) for its convenience on 30 days' notice to Consultant, or (2) for cause, if Consultant materially breaches this Agreement through no fault of Client and Consultant neither cures such material breach nor makes reasonable progress toward cure within 15 days after Client has given written notice of the alleged breach to Consultant.

B. This Agreement may be terminated by Consultant as follows: (1) for cause, if Client materially breaches this Agreement through no fault of Consultant and Client neither cures such material breach nor makes reasonable progress toward cure within 15 days after Consultant has given written notice of the alleged breach to Client, or (2) upon five days' notice if work under this Agreement has been suspended by either Client or Consultant for more than 30 days in the aggregate.

C. Payment upon Termination

In the event of termination, Consultant shall perform such additional work as is reasonably necessary for the orderly closing of the Work. Consultant shall be compensated for all work performed prior to the effective date of termination, plus work required for the orderly closing of the Work, including: (1) authorized work performed up to the termination date plus termination expenses, including all labor and expenses, at Consultant's standard billing rates, directly attributable to termination; (2) all efforts necessary to document the work completed or in progress; and (3) any termination reports requested by Client.

If Consultant is terminated by Client for convenience pursuant to Section XVI.A(1) or because of the breach of the Client pursuant to Section XVLAB(1),
, Consultant shall also receive a termination fee equal to 15 percent of the total compensation yet to be earned under existing authorizations at the time of termination to account for Consultant's rescheduling adjustments, reassignment of personnel, and related costs incurred due to termination.

XVII. ASSIGNMENT

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. Except as otherwise set forth under Article VIII, Assignment of Tasks to Affiliates, this Agreement may not be assigned by Client or Consultant without prior, written consent of the other.

XVIII. NO BENEFIT FOR THIRD PARTIES

The services to be performed by Consultant are intended solely for the benefit of Client, and no benefit is conferred on, nor contractual relationship established with any person or entity not a party to this Agreement. No such person or entity shall be entitled to rely on Consultant's services, opinions, recommendations, plans, or specifications without the express written consent of Consultant. No right to assert a claim against the Consultant, its officers, employees, agents, or consultants shall accrue to the construction Contractor or to any subcontractor, supplier, manufacturer, lender, insurer, surety, or any other third party as a result of this Agreement or the performance or nonperformance of the Consultant's services hereunder.

XIX. FORCE MAJEURE

Neither party shall be responsible for delays caused by circumstances beyond its reasonable control, including, but not limited to (1) strikes, lockouts, work slowdowns or stoppages, or accidents, (2) acts of God, (3) failure of Client to furnish timely information or to approve or disapprove Consultant's instruments of service promptly, and (4) faulty performance or nonperformance by Client, Client's independent consultants or contractors, or governmental agencies. Neither party shall be liable for damages arising out of any such delay, nor shall either party be deemed to be in breach of this Agreement as a result thereof.

XX. INTEGRATION

This Agreement, the Utah Governing Law Rider attached hereto, and any executed Task Orders made under this Agreement, together, represent the entire understanding of Client and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Agreement may not be modified or altered except in writing signed by both parties. Any purchase order issued by Client, whether or not signed by Consultant, and any terms and conditions contained in such purchase order which are inconsistent with this Agreement shall be of no force and effect.

XXI. SEVERABILITY

If any part of this Agreement is found unenforceable under applicable laws, such part shall be inoperative, null, and void insofar as it conflicts with said laws, but the remainder of this Agreement shall be in full force and effect.

XXII. CHOICE OF LAW/JURISDICTION

This Agreement shall be administered and interpreted under the laws of the state of Utah. Jurisdiction of litigation arising from the Agreement shall be in that state.

XXIII. ATTORNEYS' FEES

In the event either party commences legal proceedings against the other, then the prevailing party shall, in addition to any other recovery, be entitled to recover its reasonable attorneys' fees and all other costs of such proceeding.

XXIV. NOTICES

All notices required under this Agreement shall be delivered by facsimile, personal delivery or mail and shall be addressed to the following persons:

[Name]
Project Manager
Brown and Caldwell
[Address]
Fax: *[number]*

[Janes Goodley
General Manager
Heber Valley Special Service District
1000 E. Main Street, Midway, UT 84049
Fax: *[number]*

Notice shall be effective upon delivery to the above addresses. Either party may notify the other that a new person has been designated by it to receive notices, or that the address or Fax number for the delivery of such notices has been changed, provided that, until such time as the other party receives such notice in the manner provided for herein, any notice addressed to the previously-designated person and/or delivered to the previously-designated address or Fax number shall be effective.

XXV AUTHORIZATION

The persons executing this Agreement on behalf of the parties hereto represent and warrant that the parties have all legal authority and authorization necessary to enter into this Agreement, and that such persons have been duly authorized to execute this Agreement on their behalf.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

[Legal name of Brown and Caldwell]
[For contracts with the State of California, add: Contract ID number 80160.]

Signature _____

Printed Name _____

Title _____

Federal Tax ID number: 94-1446346

HEBER VALLEY SPECIAL SERVICE DISTRICT

Signature _____

Printed Name _____

Title _____

BROWN AND CALDWELL/CLIENT
Task Order Authorization
Task Order (TO) 2026-01 Wastewater Treatment Facility Planning

BC Project Number 156186

Client Name Heber Valley Special Service District
Client Address 1000 E Main Street, Midway, UT 84049

Effective Date
of Authorization October 8, 2026

Upon execution of this Task Order, and effective as of the date shown above, the parties agree that Brown and Caldwell shall perform the following services:

SCOPE OF SERVICES

[Describe here, or attach an Exhibit A entitled "Scope of Services."]

COMPENSATION

[Describe here, or attach an Exhibit B entitled "Compensation."].

GENERAL TERMS AND CONDITIONS

Brown and Caldwell's services shall be governed by the Master Agreement dated _October 8, 2026_____, together with this Task Order and any Exhibits attached hereto.

BROWN AND CALDWELL	Heber Valley Special Service District
Signature _____	Signature _____
Title _____	Title _____
Date _____	Date _____

Exhibit A – Scope of Services

Heber Valley Special Service District (HVSSD)
Task Order (TO) 2026-01 Wastewater Treatment Facility Planning

Background

Heber Valley Special Service District (HVSSD) owns and operates a wastewater treatment facility located in Wasatch County, Utah. HVSSD provides treatment services for the communities of Heber, Midway, Charleston, and areas of Wasatch County. Currently Charleston is on individual septic systems with no connection to the HVSSD treatment facilities.

HVSSD was formed in the late 1970's to address regional water quality issues caused by growth and the proliferation of septic tanks in the greater Heber Valley. The original facility included a 1.3 MGD 3-cell aerated lagoon system that remains in operation today. More recent improvements have occurred over the years to expand and improve the system to its current rated capacity of 4.34 MGD. Notably, a parallel 2.0 MGD mechanical treatment process was commissioned in 2014. Influent flow to the facility currently averages about 2.3 MGD with an approximate 70 percent:30 percent split originating from Heber and Midway, respectively. Effluent disposal from the lagoons is typically via land application on a 500-acre alfalfa farm owned by HVSSD; effluent disposal from the mechanical plant is sent to rapid infiltration basins (RIBs). Primary solids removed from a primary clarifier are pumped to the lagoons where they are held and further aerated. No dedicated solids handling system exists; HVSSD recently hired a contractor to remove sludge from the lagoons via dredging.

HVSSD is facing several challenges related to treatment of wastewater now and in the future, including growth pressures (i.e., increased flow, land encroachment, odor complaints), facility age and potentially more challenging discharge permit limits. HVSSD is concerned that the existing facilities are not well suited to meet future demands since they; 1) have surpassed or are nearing the end of their service life 2) are unable to reliably meet more stringent effluent requirements and 3) lack a coherent plan for expansion.

To address these concerns, HVSSD seeks to contract with Brown and Caldwell (BC) to work collaboratively with HVSSD staff in the development of a comprehensive 20-year Facility Plan. The following tasks describe the Scope of Services for development of the 20-Year Facility Plan.

Planning Period

HVSSD has stated a desire for the facility planning effort to be based on a 20-year planning period. BC recommends the following regarding the planning period:

- **August 2024 – August 2026:** Starting in the summer of 2024, HVSSD began more rigorous influent and effluent monitoring including composite water quality sampling. BC will use two years of water quality data inclusive of August 2024 through July 2026 as the baseline of 'current conditions.' This two-year window with its composite data and recentness associated with the current population is viewed as the best representation of the current conditions to estimate current loading per capita or per connection. HVSSD has years of grab samples that will also be included to see if any long-term trends are observed. It is assumed at least five years of recent flow data can be relied upon for estimating per capita wastewater contributions and peaking factors.
- **Years 2026-2029:** These years would be considered the Facility Plan development period. It's anticipated the Facility Plan will be published and adopted later in 2027 or early in 2028. It is anticipated potential funding for capital improvements would occur in the 2027-2029 timeframe.

The years 2026-2029 can be referenced in facility planning documents as the beginning of the master planning effort.

- **Years 2030-2050.** These years would represent the formal 20-year planning window. This will allow for efficient documentation of population estimates noting many of the state and regional population sources to be referenced will have 2030, 2040, and 2050 population windows. Ending the 20-year planning window in 2050 also generally aligns HVSSD's Facility Plan with the recently updated and adopted Wasatch County General plan (which is through 2060) and the Wasatch Front Regional Council Regional Transportation Plan (RTP) which runs through 2050. The 20-year planning period through 2050 will be used for capital planning and projects under this Facility Plan scope. The population projections will be reported through 2100 (or the window of the population source near 2100), however, those longer-term population values will only be used for concept site planning after a treatment alternative is selected. It is assumed that the planning period is through 2050 unless HVSSD wants to possibly align with the Wasatch County General Plan (through 2060) and HVSSD informs BC of that change within 30 days of the execution of the Task Order.

This approach will allow the Facility Plan to be messaged to stakeholders as 'planning through 2050' with 2050 being a point in the future that can be easily referenced and remembered.

Deliverable Overview

The Scope of Services is aligned to culminate in a Facility Plan report that provides a road map for treatment capital planning and has content to support eventual funding applications. Table 1 shows the anticipated Facility Plan Scope of Services deliverables and key milestones. Table 1 also matches the deliverable or milestone to the detailed scope and task description that is included in this Scope of Services.

Table 1. Wastewater Treatment Facility Planning – Deliverables and Key Milestones

Deliverable	Scope Phase and Task (see scope description below)	
Project Management (Phase 100)	**Phase**	**Task**
Project Kickoff/Management	100	101
Decision Log and Change Log Management	100	102
Monthly PM Status Meetings	100	103
Facility Planning (Phase 200)[1]	**Phase**	**Task**
TM01 Stakeholder Engagement Plan	200	201
TM02 Discharge Permitting Plan	200	202
TM03 Purpose and Need	200	203
TM04 Population, Flow and Load Projections	200	204
TM05 Condition Assessment Existing Facilities	200	205
TM06 Treatment Alternatives	200	206
TM07 Recommended Treatment Alternative	200	207
TM08 Funding and Implementation	200	208
Facility Plan Report (Phase 300)	**Phase**	**Task**
Executive Summary	300	301

[1] *Facility Plan Technical Memorandums (TMs) and Executive Summary will be developed as Draft for HVSSD review and then Final. All will be submitted as electronic PDFs with bookmarks.*

Phase 100 – Project Management

Task 101 – Project Kickoff/Management

BC will kick of the project by developing a written Project Management Plan (PMP) and a Quality Management Plan (QMP). The PMP plan is a brief document that includes directions for file management between BC and HVSSD, communication protocols, approaches to documenting meeting minutes, and management of project decisions and project changes. The PMP will include as attachments the initial and periodically updated project schedule, this scope of service and the project budget. The QMP summarizes the quality reviews anticipated for each deliverable. The QMP will be in table format and will reference each deliverable and the BC senior staff member responsible for quality review of that element. The QMP will be an attachment to the PMP.

This Scope of Services includes a site visit by staff to assess the condition of the existing facilities. To support the field work, as part of project kickoff, BC will develop a written FWSP specific to the conditions at HVSSD. BC staff will review and acknowledge the FWSP prior to field work at HVSSD.

BC will prepare and submit monthly invoices for work performed. Scope assumes 12 months of invoicing. Invoices will be made at the Phase level. In accordance with the Master Services Agreement, BC may move budget between tasks within the same phase as needed. Invoice submittals will also include the schedule, decision log, and change log.

Task 102 – Decision Log and Change Log Management

BC will maintain a Decision Log and Change Log. The Decision Log will be used to document key decisions coming from meetings or technical reviews. The Change Log will be used to document any notable changes to this Scope of Services. It is anticipated the two logs will be provided in a shared location for HVSSD reference and will be attached to each monthly invoice.

Task 103 – Monthly Project Manager Status Meetings

The BC Project Manager (PM) will attend monthly status meetings with the HVSSD General Manager (GM). The Scope of Services assumes 12 total months of meetings assumed at two hours per meeting. The meetings are assumed to be in person at HVSSD. An initial project kick off meeting is included in this scope item. Meeting notes for this Task and other meetings during the duration will be summarized via OneNote and/or recorded and summarized via Microsoft Copilot.

Phase 200 – Facility Planning and Analysis

Task 201 – Stakeholder Engagement Plan

BC will develop a written Stakeholder Engagement Plan (SEP) to be utilized by HVSSD as guidance for engaging stakeholders. The SEP will assess the level of engagement recommended for the facility planning effort based on planning objectives, HVSSD existing knowledge of needs/interests of stakeholders, HVSSD engagement-related goals and desired outcomes through education, outreach and engagement defined by HVSSD. The SEP will include:

- Up to two virtual meeting/interviews between BC senior planners/BC communication staff and HVSSD staff/board members as independent interviews to ask HVSSD their understanding of critical stakeholders who may have interest or influence on the master planning effort. These meetings will seek to identify needs in support of the facility planning and any potential risks that could be anticipated and potentially managed by HVSSD if the stakeholder engagement effort is not aligned with HVSSD goals and objectives.

- An initial list of prioritized stakeholders, relational goals around those stakeholders, and the recommended action for HVSSD to implement and level of effort to be considered in engaging those identified.
- Preliminary guidance on the messaging to consider during the project particularly with any stakeholder engagement or communications to stakeholders and the public.
- The SEP will be no more than 15 pages; implementation and update of the SEP would be led by HVSSD, unless authorized for BC-led implementation.

BC anticipates the following stakeholders/partners are candidates to be identified and discussed in the SEP: Utah Division of Water Quality, Central Utah Water Conservancy District, Provo River Water Users, Wasatch County Planning and Engineering, Heber City Planning and Engineering, Midway City/Midway Service District Planning and Engineering, Jordanelle Special Service District (JSSD), Park City/Wasatch Homebuilders Association, Wasatch County Commission, Heber City Council, Midway City Council, recreation users of the middle Provo River, elected state and federal representatives, connected users/citizens.

Deliverables:

- Draft and Final TM01 Stakeholder Engagement Plan

Assumptions:

It is anticipated the SEP will identify stakeholder engagement needs. The magnitude of that engagement is still to be determined and may evolve and change over the course of the facility planning period; permitting and funding sources eventually selected may also dictate additional stakeholder engagement requirements. Actual stakeholder meetings, flyers, signage, public open houses, workshops, communication, social media, etc. for stakeholder engagement is not in this Scope of Services at this time but will be by BC (or HVSSD or others) as part of separate Task Order.

Task 202 – Permitting Support

Having multiple discharge options or a set of very predictable discharge options will allow HVSSD to more efficiently plan for future capital investment. The purpose of this task is to align the permitting efforts to date and the potential permitting into a Discharge Permitting Plan. The Discharge Permitting Plan will be a brief written document showing a proposed permitting schedule and benefits and risks of each permitting path. This task also includes support for meetings with DWQ, review of the information they have previously provided HVSSD and document the permitting steps and schedule. This task will map out the efficiencies among the permits and align the anticipated limits with the treatment alternatives.

Under this Task BC will:

- Provide the PM and BC permitting staff for two meetings with HVSSD and Loughlin Water Associates to align the groundwater permitting objectives with the other permits, the alternatives analysis, and master planning objectives.
- Review the preliminary surface water discharge limits previously provided to HVSSD by DWQ to guide the treatment alternatives. BC permitting staff will comment to HVSSD if the proposed limits are aligned with the DWQ regulatory framework.
- Provide the PM in person and the BC permitting staff (virtually) to meet twice with DWQ staff to review the status of the reclassification of the Provo River and to review the proposed permitting approach and the preliminary limits suggested by DWQ for the HVSSD facility planning effort. The BC PM will be available for regulatory meetings attended by HVSSD where HVSSD GM requests BC PM attendance.

- BC will develop the alternatives analysis and related alternatives Technical Memorandum for the alternatives under the assumption that they will need to support a Level II antidegradation review.
- BC will include land application of effluent as part of the alternatives analysis.
- BC will include Type 1 reuse as a discharge strategy in the alternatives analysis and antidegradation review. BC will facilitate up to two meetings between HVSSD and Central Utah Water Conservancy District (CUWCD). BC is aware that CUWCD is developing strategies for water reuse in Utah County and CUWCD has indicated a need to engage HVSSD and other similar wastewater entities in reuse planning. The meeting with CUWCD will include the following agenda items:
    - HVSSD facility background and challenges
    - CUWCD potential support for reuse/water rights submittal to State Engineer including replacement water for the Great Salt Lake (GSL)
    - CUWCD potential support for funding advanced/detailed planning related to water reuse/advanced treatment in Heber Valley.
    - CUWCD potential support for funding capital projects related to advanced water treatment and purification.
- Actual Reuse Project Plans to DWQ or Water Rights/Use of Sewage Effluent Plans to the State Engineer will be under separate scope pending the outcome of the meeting with CUWCD.

Deliverables:

- Draft and Final TM02 Discharge Permitting Plan

Assumptions:

Once the draft Discharge Permitting Plan is complete and BC/HVSSD have met with DWQ and CUWCD, BC/HVSSD will decide which permits are viewed as most favorable to pursue through full permit submittal. Full submittal will include forms, data, figures and likely extensive coordination with DWQ and iterative review of any draft and final permits. BC will then develop a separate scope and budget specific to that permit desired by HVSSD.

Task 203 – Purpose and Need

BC will establish the Purpose and Need for the potential improvements. This task will include include:

- One meeting with HVSSD board to ask questions for general level of service (LOS) goals and desired outcomes of the Facility Plan. PM and Project Engineer will be in person for this meeting. Other BC staff will be virtual.

Deliverables:

- Draft and Final TM03 Purpose and Need

Task 204 – Population, Flow and Load Estimates

BC will review existing flows and water quality (i.e., loads) as recorded in 2024-2026 (since HVSSD has been collecting regular composite sample data). BC will match those flows and loads to the population and connection estimates from the same period to establish per capita and per equivalent residential unit (ERU) flows and loads. BC will review established and accepted population projections from outlets such as the Mountainland Association of Governments or the Kem Gardner Institute at the University of Utah to estimate future populations. BC will then apply the per capita flows and loads from the 2024-2026 period and extrapolate the future flows and loads through 2050. BC will document the results in TM04.

Deliverables:

- Draft and Final TM04 Population, Flow and Load Estimates

Assumptions:

- The scope includes no collection system modeling. BC will incorporate current and potential service areas as provided by HVSSD. Scope does not include meetings with planning and zoning departments or developers to review varied zoning options. Scope assumes HVSSD can provide maps or existing zoning or assumed connection counts for a given service area and BC will apply the per connection assumptions developed in Task 204 to develop flows and loads.
- BC will initially use the population sources noted above; if HVSSD or other entities prefer a different source BC will use those sources as directed.

Task 205 – Existing Conditions

BC will develop a field data capture plan (e.g., tables in Fulcrum) to capture the field data and make notes of existing equipment condition. The scope assumes one day in the field with senior engineers assessing: process-mechanical, electrical, structural, and site civil facilities. The field team will generate a field data report including notes and photographs. The key findings and risk-based recommendations considering potential for failure and impact of failure will be summarized. Task 305 will also include the following:

- Brief review and summary of the treatment performance of the existing facilities and the ability for those systems to meet future flows and loads or permit limits.
- Review of the Rocky Mtn Power Agreement with HVSSD and its ability to be expanded for future loading. This will include contacting HVSSD staff and/RMP staff regarding the status of the RMP substation on the norther edge of HVSSD property.

Deliverables:

- Draft and Final TM05 Existing Conditions

Assumptions:

- Scope and budget assumes one day of field work.
- The review of treatment performance will be limited to comparing existing facilities to typical treatment requirements as documented in R317 or other similar publication; input from staff on facility performance will be included. Scope does not include hydraulic modeling or process modeling of existing facilities.
- Nameplate data or submittal data held by HVSSD can be relied upon.
- No vibration testing is included; noticeable vibration or noise will be documented.

Task 206 – Alternatives Analysis

BC will coordinate with HVSSD or others engaged by HVSSD to establish tables of effluent design criteria and anticipated permit limits. The tables will represent a broad summary of the effluent water quality objectives for a range of discharge alternatives. The alternatives will be reviewed with DWQ as part of Task 202 to conform with the UPDES/antidegradation requirements for surface water discharge. The DWQ antidegradation guidance requires assessments of lesser degrading alternatives including treatment at other facilities or discharge to other receiving waters. Table 2 represents the initial set of alternatives to be investigated as part of the Level II Antidegradation review and anticipated to support four different discharge permits. Table 3 provides alternatives for solids management.

Table 2. Preliminary Liquid Train Alternatives to Investigate With HVSSD

Alt. No.	Liquid Train Description	Effluent Permit Driver	Permit Framework Supported			
			Land App	RIBs	UPDES	Type 1 Reuse
1	Lagoon treatment	Maintain current land application and RIBs	✓	Pending		
2	Pump to another facility for treatment	No local discharge/no local degradation (for antideg. Review)			By others	
3	BNR + MF/UF	Deer Creek TMDL allocation for TP	✓	Pending	Pending	✓
4	BNR + MF/UF + RO	Background water quality	✓	✓	✓	✓

Legend:

BNR: Biological Nutrient Removal. MF/UF: Microfiltration/Ultrafiltration. TP: Total Phosphorus. BNR combined with MF/UF is assumed for this planning analysis to be membrane bioreactor (MBR) technology. RO: Reverse osmosis.

✓: This type of treatment train is anticipated to support this discharge permit.

Pending: Eventual permit limits my render this liquid train insufficient.

Table 3. Preliminary Solid Train Alternatives to Investigate with HVSSD

Alternative No.	Solid Train Description
1	Lagoon holding
2	AWHT + thickening + hauling + digestion by others (unclassified leaving HVSSD)
3	AWHT + dewatering + hauling + landfill in Utah County (unclassified leaving HVSSD)
4	AWHT + dewatering + hauling + disposal at regional facility performing additional management (unclassified leaving HVSSD)
5	AWHT + dewatering + thermal drying + disposal as Class A on District farm
6	AWHT + ATAD + dewatering + disposal as Class A on District farm

Legend:

AWHT: aerobic WAS holding tank.

ATAD: Auto-thermal aerobic digestion.

The alternatives shown in Tables 2 and 3 will be screened to fewer options upon review by HVSSD or others engaged by HVSSD. Further refinement of remaining alternatives will be part of Task 207.

Deliverables:

- Draft and Final TM06 Alternatives Analysis

Assumptions:

- The alternatives in this phase will be limited to process flow concepts and descriptions of the alternative.
- Costing will be Class 5 seeking differences among alternatives; full treatment costs for other elements such as geotechnical considerations will not be included during the initial alternatives screening.
- O&M estimates will be limited to power, labor, chemicals, and biosolids disposal costs including tipping costs and hauling.

Task 207 – Recommended Alternative

Task 207 includes further refinement of alternatives still deemed viable after review with HVSSD or others engaged by HVSSD. The recommended alternative will be selected considering:

- Permitting progress
- LOS objectives established as part of Task 203
- Life cycle costs and the requirements in the antidegradation review (e.g., SEEI review)
- Discussions with HVSSD or others engaged by HVSSD

Deliverables:

- Draft and Final TM07 Recommended Alternative

Assumptions:

- The alternatives in this phase will include process flow diagrams and the selected alternative will include site planning concepts.
- Costing will be Class 4 with line-item estimates for improvements to existing facilities if they are part of the recommended alternative.
- Line items for demolition of existing facilities will be estimated.
- Line items for other estimated costs specific to the recommended outcome including geotechnical improvements will be included. The geoteochnical estimates will be rough order of magnitude until HVSSD performs geotechnical work. Geotechnical field investigation is not included in this scope.
- O&M estimates will be limited to power, labor, chemicals, and biosolids disposal
- Costs for other indirect costs such as engineering and construction management will be included as a line-item multipliers.
- Costs will include a contingency reviewed with HVSSD for reasonableness.

Task 208 – Capital and Implementation Plan

Task 208 includes showing the recommended treatment approach in the context of a Capital Improvement Plan (CIP). The CIP will be a list of projects and their estimated costs, the CIP may include some interim improvements for the existing facilities and phased improvements in accordance with the recommendations from the TAC meetings, board updates, and regulatory outcomes. Task 208 includes developing the following written documentation:

- Site plans and schematics that show the recommended alternative and phasing concepts.
- Strategic Funding Plan (SFP). BC will research and compile a list of potential State, Federal and traditional financing mechanisms providing opportunities to support implementation of the project. The findings will be summarized in a funding matrix which will be incorporated into a Strategic Funding Plan (SFP). The SFP will summarize the findings of the funding evaluation for HVSSD to consider to provide initial capital to implement the CIP. The SFP will summarize viable funding opportunities, pre-requisite requirements and timing to pursue identified funding sources and propose a level of effort needed to apply for noted funding source. The SFP will also delineate funding considerations including delivery methods, federal and state compliance requirements (e.g., BABA, AIS, DBE, Davis-Bacon/prevailing wages and others) as well as administrative requirements. The SFP will reference the DWQ affordability guidelines associated with Clean Water State Revolving Fund (CWSRF) funding to show a range of financed capital (i.e., bonds/borrowing) relative to the affordability guidelines in the CWSRF.
- BC's SOQ included a strategic subconsultant, WestWater Research who specializes in water valuation assessments. Under Task 208 WestWater Research will provide a strategic assessment of the market value of water in the Heber Valley and potentially along the Wasatch Front. Type I reclaimed water, irrigation water, and raw water in Deer Creek will be assessed.

As HVSSD potentially improves the effluent quality from future improved treatment, new markets for providing the treated water may emerge. This valuation will provide a reference for HVSSD in the context of the value of the treated water as a recoverable revenue resource.
- An initial schedule of phases spanning the 20-year planning period through 2050.
- Coordination with HVSSD's financial planner during the 12-month planning period regarding potential funding strategies, user rate assessments and impact fee assessments. Coordinating beyond the 12-month planning period will be under a separate scope.

Deliverables:
- Draft and Final TM08 Capital and implementation Plan

Assumptions:
- The SFP will show reasonable funding options for consideration by HVSSD. Actual applications for funding would under a separate scope of services.
- The PM and funding lead can be available for periodic coordination during the 12 month planning period to coordinate capital cost estimates and funding approaches with HVSSD's fiduciary financial planner. Rate studies, impact fee facility plans, and impact fee analysis are by others.

Phase 300 – Facility Plan Report

It is assumed that the Phase 200 TMs will become sections to the Final Facility Plan Report. Phase 300 will include compiling the Final TMs into a producible report and writing an Executive Summary to serve as the first section and bridge for all the TMs.

Task 301 – Executive Summary

BC will prepare an Executive Summary for the Facility Plan Report and incorporate TMs in Phase 200 into a produced report. The entire report will be produced as a book-marked PDF file.

Overall Assumptions

1. Scope assumes the total duration from contract execution to scope completion is 12 months. The monthly PM meetings and invoicing scope and budget is based on 12 months of schedule.
2. At the time of this scope there is not a selected treatment alternative or a funding source. Both the selected alternative and the funding source will influence the type of National Environmental Policy Act (NEPA) review that may (or may not) be required. BC's alternatives analysis and Facility Plan will provide a foundation for a future NEPA document but the actual analysis of the specific environmental impacts (e.g., Wild and Scenic Rivers, Threatened and Endangered Species, wetlands impacts, etc.) will be reviewed, documented, and coordinated with the lead agency by others or supported by BC under an amendment or separate scope.
3. All submittals will be electronic PDF files with bookmarks.
4. This Task Order 2026-01 is executed under the Master Services Agreement between HVSSD and BC approved by the HVSSD administrative board on October 8, 2026.
5. Scope does not include surveying and geotechnical investigation.
6. Draft submittals are assumed to be with HVSSD for review for not more than 30 days prior to BC generating the final submittal.
7. The list of alternatives in task 200.206 represent BC's opinion of reasonable starting points considering the preliminary permit limits and treatment typical of the size and scope of HVSSD. The scope assumes not more than six liquid stream and six solid stream alternatives during task 200.206 and not more than three of each for further investigation

during task 200.207. The first list of alternatives under 200.206 will be confirmed between HVSSD and BC during the project kickoff and after initial review with DWQ, CUWCD, and board input on LOS goals.

8. HVSSD has indicated a desire to engage a Technical Advisory Committee (TAC) to screen and review treatment and disposal alternatives. BC has used TAC's on previous projects and understands this approach. TACs are often made up of:
    a. Professionals, often at other similar treatment organisations or districts, who have been through similar planning challenges.
    b. Professors at universities with actual applied experience.
    c. Citizens who have the ability to provide time and who might have experience in engineering, construction, or financial matters.

    TAC members may also include senior level engineering consultants or industry professionals who can provide opinions if those opinions can be shared without bias or conflict due to the eventual outcome. On previous TAC's, BC has provided technical content, agendas, and serves as a facilitator to the TAC including capture of meeting notes; in this role BC is not typically a "TAC member" but a facilitator. Preparing for, facilitating, and capturing results from a TAC workshop/meeting can be a significant effort; TAC meetings or workshops often last multiple hours. If HVSSD desires to employ a TAC, at least two TAC meetings are recommended, one for the initial problem statement/defining reasonable alternatives (i.e., support for Task 200.206 above) and then again with refined alternatives to consider the recommended alternative (i.e., Task 200.207 above). BC is willing to support and facilitate TAC meetings and can provide scope and budget upon request. TAC meetings are not currently in this Scope of Services. The TAC is essentially a stakeholder and folding this effort into future stakeholder scope and budget would be aligned with the SEP.

Exhibit B – Compensation

Services under this Task Order shall be performed on a time-and-materials, not-to-exceed basis for the total amount shown in Exhibit B based on the scope of services described. The applicable work break down structure is identified in Exhibit B. Brown and Caldwell shall maintain a change log documenting scope revisions and shall notify Client of any potential impacts to the agreed scope, schedule, or budget. Work outside the approved scope or in excess of the not-to-exceed amount shall require a written amendment executed by both parties.

Exhibit B - Compensation

Task Order (TO) 2026-01 Wastewater Treatment Facility Planning

		Trevor Lindley	Mikayla Pfeiffer	Josh Donegan	Ryan Dooley	Emily O'Morrow	Holly Tichenor	Andrew Neuhart	Benjamin Skousen	Jessica Cooper	Adam Klein	Corey Price	Jacob Cox	Mike Kobe	Seema Chavan			Other Travel Expenses		WESTWATER RESEARCH LLC					
Phase	Phase Description	Project Manager	Project Analyst	Senior Project Engineer	Senior CIP Engineer	Senior Planner	Stakeholder Engagement Lead	Permitting Specialist	Flows and Loads	Project Engineer	Senior Process Engineer	Senior Structural Engineer	Senior Electrical Engineer	Senior Civil Engineer	Funding Specialist	Total Labor Hours	Total Labor Effort		Total ODCs	Hours	Cost	Total Sub Cost	Total Expense Cost	Total Expense Effort	Total Effort
		$350	$135	$212	$276	$209	$350	$271	$197	$155	$297	$280	$311	$289	$350										
100	**Project Management**	64	30	12	8	0	0	0	0	0	0	0	0	0	0	**114**	**31,223**	0	**0**	0	**0**	**0**	**0**	**0**	**31,223**
101	Project Kickoff/Management	16	30	12	8	0	0	0	0	0	0	0	0	0	0	**66**	14,391	0	**0**	**0**	**0**	**0**	**0**	**0**	**14,391**
102	Decision Log and Change Log Management	24	0	0	0	0	0	0	0	0	0	0	0	0	0	**24**	8,416	0	**0**	**0**	**0**	**0**	**0**	**0**	**8,416**
103	Monthly PM Status Meetings	24	0	0	0	0	0	0	0	0	0	0	0	0	0	**24**	8,416	0	**0**	**0**	**0**	**0**	**0**	**0**	**8,416**
200	**Facility Planning and Analysis**	72	0	156	30	60	16	16	24	176	100	24	24	60	20	**778**	**189,650**	2,500	**2,500**	10,200	**10,200**	**12,700**	**13,210**	**202,860**
201	Stakeholder Engagement Plan	0	0	0	0	30	16	0	0	0	0	0	0	0	0	**46**	11,892	0	**0**	**0**	**0**	**0**	**0**	**11,892**
202	Permitting Support	16	0	20	0	0	0	16	0	16	0	0	0	0	0	**68**	16,684	0	**0**	**0**	**0**	**0**	**0**	**16,684**
203	Purpose and Need	4	0	8	0	30	0	0	0	0	0	0	0	0	0	**42**	9,380	0	**0**	**0**	**0**	**0**	**0**	**9,380**
204	Population, Flow and Load Projections	8	0	16	0	0	0	0	24	0	0	0	0	0	0	**48**	10,946	0	**0**	**0**	**0**	**0**	**0**	**10,946**
205	Condition Assessment Existing Facilities	8	0	16	0	0	0	0	0	40	20	24	24	20	0	**152**	38,380	2,500	**2,500**	**0**	**0**	**2,500**	**2,500**	**40,880**
206	Treatment Alternatives	12	0	40	0	0	0	0	0	40	40	0	0	20	0	**152**	36,616	0	**0**	**0**	**0**	**0**	**0**	**36,616**
207	Recommended Treatment Alternative	12	0	40	0	0	0	0	0	40	40	0	0	20	0	**152**	36,616	0	**0**	**0**	**0**	**0**	**0**	**36,616**
208	Funding and Implementation	12	0	16	30	0	0	0	0	40	0	0	0	0	20	**118**	29,136	0	**0**	**10,200**	**10,200**	**10,200**	**10,710**	**39,846**
300	**Facility Plan Report**	4	0	8	0	30	0	0	0	0	0	0	0	0	0	**42**	**9,380**	0	**0**	0	**0**	**0**	**0**	**9,380**
301	Executive Summary	4	0	8	0	30	0	0	0	0	0	0	0	0	0	**42**	9,380	0	**0**	**0**	**0**	**0**	**0**	**9,380**
	GRAND TOTAL	**140**	**30**	**176**	**38**	**90**	**16**	**16**	**24**	**176**	**100**	**24**	**24**	**60**	**20**	**934**	**230,253**	**2,500**	**2,500**	**10,200**	**10,200**	**12,700**	**13,210**	**243,463**

Hours and Dollars are rounded to nearest whole number.

UTAH PUBLIC-ENTITY RIDER TO MASTER AGREEMENT FOR PROFESSIONAL SERVICES

This Rider is attached to and made part of the Master Agreement for Ongoing Consulting and Engineering Services, and each Task Order issued under it (collectively, the "Agreement"), between Heber Valley Special Service District, a Utah special service district (the "District"), and Brown and Caldwell (the "Consultant"). Capitalized terms not defined here have the meanings given in the Agreement. This Rider addresses the District's status as a Utah public entity and governs professional/design-professional services.

1. Order of Precedence; Statutory Construction. If any provision of the Agreement conflicts with Utah law governing public entities or public procurement, Utah law controls and this Rider prevails over the conflicting provision to the extent necessary to comply. No provision of the Agreement may be construed as a waiver of any statutory right, defense, immunity, or protection of the District. Terms required by law are deemed incorporated; terms prohibited by law are deemed deleted or conformed.

2. Governing Law; Venue. The Agreement is governed by the laws of the State of Utah, without regard to conflict-of-laws principles. Venue for any dispute lies exclusively in the state district court for Wasatch County, Utah, except where Utah law specifies a different forum. Any provision selecting the law or forum of another state is void.

3. Governmental Immunity; Damage Limitations. Nothing in the Agreement waives, limits, or modifies the District's rights, defenses, immunities, or damage caps under the Governmental Immunity Act of Utah (Utah Code Title 63G, Chapter 7), including the statutory limits on judgments and the prohibitions on punitive or exemplary damages and on execution, attachment, or garnishment against the District. The District does not indemnify, defend, or hold harmless any party except to the extent expressly permitted by Utah law.

4. Indemnification. Any provision of the Agreement requiring the District to indemnify, hold harmless, defend, or reimburse the costs or attorney fees of the Consultant or any other person is void and of no effect, except to the extent of liability caused by the District's own negligence and permitted by law. Consistent with Utah Code § 13-8-7, the Consultant's obligation to indemnify, defend, or hold the District harmless extends only to liability to the extent caused by the Consultant's (or its subconsultant's) breach of contract, negligence, recklessness, or intentional misconduct. Any requirement that the District cause a third party to indemnify or add the Consultant as an additional insured for the Consultant's own fault is likewise void to that extent (Utah Code § 13-8-1).

5. Standard of Care. The Consultant shall perform its services consistent with the professional skill and care ordinarily provided by design professionals of the same or similar license providing the same or similar services in the same or similar locality, time, and circumstances. No provision of the Agreement may establish a different standard of care, and any provision that waives or conflicts with this Section is void (Utah Code § 13-8-7(3)).

6. Appropriation; Non-Appropriation. The District's payment obligations are subject to annual budget appropriation. The District may not appropriate funds in excess of its estimated expendable revenue for the budget year (Utah Code § 17B-1-613). For any obligation extending beyond the current fiscal period, payment in a future period is contingent on the District's appropriation of funds for that purpose, and non-appropriation is not a default or breach. No Task Order or change increasing the price is effective unless funds have been budgeted and appropriated for it.

7. Compensation; Prompt Payment; Interest. The District will pay undisputed, properly submitted invoices within the time required by the Agreement or, if none is stated, within the period applicable to public entities under Utah law. Interest on late, undisputed amounts accrues only at the rate expressly stated in the Agreement and, absent an express rate, at the legal rate under Utah Code § 15-1-1 (10% per annum) not at an open-ended "maximum rate permitted by law." The District may withhold disputed amounts without interest pending resolution. Any annual revision to the rate schedule is effective only upon the District's affirmative written approval.

8. Records; GRAMA; Audit; Retention. Records prepared, owned, received, or retained by the District, or by the Consultant on the District's behalf, may be government records under the Government Records Access and Management Act (GRAMA, Utah Code Title 63G, Chapter 2). The Consultant acknowledges that a "Confidential" designation does not exempt a record from disclosure unless the record is properly classified and the Consultant follows the statutory business-confidentiality claim procedure (Utah Code §§ 63G-2-305, 63G-2-309). The Consultant shall cooperate with the District's timely GRAMA responses, including segregation and redaction. Where the District shares a classified record with the Consultant, the Consultant shall use it only to perform the Agreement, not disclose it to others, and provide any written assurance the District requires (Utah Code § 63G-2-206). The District and its auditors may audit records relating to the Agreement at reasonable times. The Consultant shall retain all Agreement-related records for six (6) years after final payment, or longer if required by law or until any audit or claim is resolved.

9. Confidentiality (Two-Way; GRAMA-Subject). The confidentiality obligations of the Agreement apply to each party and are subject in all respects to GRAMA and to the District's disclosure, retention, and classification duties as a public entity. The District's compliance with GRAMA or other law is not a breach of any confidentiality obligation.

10. Work Product. Upon the District's payment of undisputed amounts for the services producing a deliverable, the District holds a perpetual, nonexclusive right to use that deliverable for the project for which it was prepared, including operation, maintenance, repair, and renovation, notwithstanding any fee dispute. The Consultant's standard risk allocation for the District's alteration or reuse on an unrelated project remains as stated in the Agreement, except that the District provides no indemnity prohibited by Section 4.

11. Status Verification (E-Verify). The Consultant represents that it is registered and participates in a status-verification system (E-Verify) to verify the work eligibility of its new

employees performing services in Utah, as required by Utah Code § 63G-12-302, and shall require the same of any subconsultant performing services in Utah.

12. Anti-Boycott Certification. To the extent the Agreement is subject to Utah Code § 63G-27-201 (contracts of $100,000 or more with companies having 10 or more full-time employees), the Consultant certifies that it is not engaged in a boycott of the State of Israel or an economic boycott, agrees not to engage in a boycott of the State of Israel for the term, and will notify the District in writing if it begins an economic boycott. This is a material representation.

13. Ethics; Gratuities; Kickbacks; Conflicts. The Consultant shall not give, offer, or promise any gratuity or kickback to the District or its procurement or contract-administration personnel (or their family members), consistent with Utah Code § 63G-6a-2404, and shall promptly disclose any actual or potential conflict of interest. The Consultant represents that neither it nor its principals are debarred, suspended, or otherwise excluded from contracting with governmental entities, and shall notify the District within five (5) business days of any change.

14. Prohibited or Controlled Terms. To the extent prohibited or restricted by Utah law, the following provisions of the Agreement are void, unenforceable, or modified to conform: (a) non-Utah governing law or venue; (b) mandatory binding arbitration against the District that waives any non-waivable right under the Utah Uniform Arbitration Act (Utah Code § 78B-11-105); (c) any District indemnity, defense, or hold-harmless obligation beyond that permitted by law; (d) open-ended interest or late charges; (e) automatic rate escalators effective without the District's written approval; and (f) any waiver of the District's governmental-immunity protections.

15. No Waiver; Survival. The District's exercise of any right under the Agreement or this Rider is not a waiver of governmental immunity or any other statutory protection. Sections addressing immunity, indemnity, records/GRAMA, audit, and retention survive expiration or termination.

16. Acknowledgment. By executing this Rider, the Consultant acknowledges that the District is a public entity subject to Utah procurement, records, fiscal, and immunity statutes; that this Rider is part of the Agreement and controls over conflicting terms; and that failure to comply may result in withholding, set-off, termination, and other remedies at law or equity.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties execute this Rider, effective as of the Agreement's effective date.

HEBER VALLEY SPECIAL SERVICE DISTRICT

_____

By:
Title:
Date:

BROWN AND CALDWELL

_____

By:
Title:
Date:

2026 Capital Project

Tree/Branch Cleanup- Fallen Trees at entry and along north fenceline

Vendor	Description	Daily Rate	Comments
Action Landscaping	Tree Cleanup/Removal - Remove and Chip	$3,495.00	Daily Rate for Crew and Equipment
Visentin Tree	Tree Cleanup/Removal - Remove and Chip	$4,000.00	Daily Rate for Crew and Equipment
Canyon Cutters	Tree Cleanup/Removal - Remove and Chip	$4,000.00	Daily Rate for Crew and Equipment

Recommendation: Award to Action Landscaping.

Heber Valley Special Service District

Board Meeting

October 8, 2026

MANAGER'S REPORT

1. **<u>THE FARM</u>**
    a. Hay is finished for the season
    b. Continue to irrigate to dispose of remaining water in storage
    c. Sheep grazing planned this fall on portions of farm
    d. House/Farm Clean Up
        i. Suburban Propane Acct/Service
        ii. Adding gates at farm house entry

2. **<u>LAGOONS</u>**
    a. **Dredging And Aeration Project**
        i. Aeration Lines – Self Cleaning Program
            1. Decent results with reestablishing aeration
        ii. Before and After Images
        iii. Have been adjusting air flow attempting to direct more air to Cell 1
        iv. Started third aeration blower
            1. Visibly more air/turbulence in Cell 1
            2. Additional blower has been failing on overtemp in warmer afternoons. Adapting operation to avoid failures.
            3. Did have power issue at screens after starting third blower, loss of phase/leg.
            4. Plan to monitor performance/conditions with three blowers in operation to evaluate improvement

    b. **Odor Control Update**
        i. Minimal odors from lagoons the past month
        ii. Aeration has been steadily improving/increasing- helps mitigate odors

    c. **Winter Storage Levels**
        i. Cell 4 is nearly empty
        ii. Cell 5 drawing down remaining volume- expect to end irrigation for the season next week.

    d. **Cell 4 Seepage**
        i. Unsure if origins are from Cell 3 or groundwater
        ii. Initial dye study was unsuccessful
        iii. Ordered new/different dye to retest
        iv. Engaging with Geotech companies for work

v. Anticipate repair as a 2027 self-funded capital project – dependent on scope/cost

e. **Sludge Sampling**
   i. Collected sludge samples and profiled sludge depth in Cell 1 on 9/30
   ii. Sludge depth typically about 2.5'-3' deep throughout lagoon
   iii. Slight improvement in Dissolved Oxygen residual – but remains less than ideal

3. MECHANICAL PLANT

a. **South & North Trains**
   i. Both trains in operation past month
   ii. Average Daily Flow: ~1.1 MGD
   iii. Operation has been inconsistent wrt nitrification/nitrogen removal
   iv. All effluent is being disposed in RIB's

b. **Maintenance Work**
   i. Clarifiers (3) – changed oil in drive units
   ii. Primary Sludge Pumps (2)- replaced lobes in each pump
   iii. Blowers- filter replacement
   iv. Replace pump head on Midway Composite sampler
   v. Annual inspection- plant cranes

4. PROJECTS/MISCELLANEOUS

a. **CIB Projects**
   i. No updates
   ii. Need to prepare annual project monitoring report

b. **Odor Monitoring and Control**
   i. Lift Station Monitoring
      1. No notable changes – continue to dose Calcium Nitrate solution
   ii. Lagoons
      1. Refer to Item 2b

c. **Capital Projects**
   i. File Server replaced
   ii. VorTech Aeration – see other meeting agenda item
   iii. Proposed Solids Dewatering Project (2027-2028)
      1. Purpose- eliminate the practice of pumping to and holding sludge in lagoon Cell 1 and mitigate the risk of odors from this lagoon.
      2. Concept- Dewater sludge and dispose of off-site, i.e. landfill
      3. Major Components
         a. Aerated Sludge Holding Tank
         b. Dewatering Units- Screw or Belt Presses/Centrifuges or similar
         c. Odor Control
         d. Loadout- Rolloff/Truck
      4. Project Budget: $5M- $10M

5. **REGULATORY/PERMITTNG**
    a. DWQ Updates
        i. No updates from DWQ
        ii. Awaiting consensus on monitoring well sampling
    b. Loughlin Associates- GW Sampling/Permitting Proposal
        i. Had to clean up bid documents
        ii. Pre-Bid Meeting yesterday, 10/7
        iii. Bids Due – 10/14

6. **ADMINISTRATIVE**
    a. Chris Morgan- End of Probation Period
        i. Chris marked her six months with District on 9/30
        ii. End of probation period, had performance review
        iii. Provided her 5% salary increase

    b. Dam Inspection- UT Div Water Rights
        i. Conducted 5-year inspection of dams/embankments around winter storage lagoons on 10/1
        ii. Focus on woody shrubs and beaver dam
        iii. Inspection went well – awaiting report

    c. ULGT Workers Comp Audit
        i. Audit of Workers Compensation by Lowry (for ULGT)
        ii. Provided requested information

    d. Homestead Resort Impact Fees
        i. Homestead believes they've been overcharged for impact fees
        ii. Charged for >70 ERU's but claim it should have been closer to about 20 ERU's.
        iii. Projected a refund of ~$225k
        iv. Looking into the issues.

7. ERU CAPACITY UPDATE

Plant Total Capacity 3.85 MGD

Heber City Allocation (70%)	2.695	MGD
Heber Total ERU's Allocated @ 200 gpd/ERU	13,475	ERU's
Heber Current Total ERU's	8,938	ERU's
Heber Available ERU's	4,537	ERU's

Midway Allocation (30%)	1.155	MGD
Midway Total ERU's Allocated @ 200 gpd/ERU	5,775	ERU's
Midway Current Total ERU's	3,719	ERU's
Midway Available ERU's	2,056	ERU's