1410 N Hilton Street Boise, ID 83706 • (208) 373-0502



Brad Little, Governor Jess Byrne, Director

October 4, 2024

Mike Cambell City of Weiser 55 W Idaho St., Weiser, Idaho 83672

By Email: mike.cambell@cityofweiser.com

RE: 6543-00, Amendment 00

Dear Mr. Cambell:

I have enclosed one original of the proposed Subaward (#6543) between the City of Weiser and the Idaho Department of Environmental Quality (DEQ). The purpose of this subaward is to provide funding to abandon and seal the City of Weiser's Well No. 4. Groundwater testing indicated a Methane concentration of 93.59% and a Sodium concentration of 406 mg/L.

If the agreement is acceptable to you, please print sign and date, scan and return to me at Procurement Email. Please note there are several forms to fill out and return.

If you have any questions or concerns regarding the agreement, please contact Project Officer Scott Short at email <u>scott.short@deq.idaho.gov</u> or Contracts Manager Carrie Champlin at <u>carrie.champlin@deq.idaho.gov</u>.

Sincerely,

Carrie Champlin

Carrie Champlin Contracts Manager

cc: #6543 Scott Short, DEQ



Subaward # 6543

This Subaward Agreement is entered into by the State of Idaho, Department of Environmental Quality, hereinafter referred to as the DEPARTMENT, and City of Weiser hereinafter referred to as the SUBRECIPIENT.

Subaward Number:	6543
Subrecipient:	City of Weiser
Subrecipient Contact Name:	Mike Campbell
Subrecipient Mailing Address:	55 W Idaho St., Weiser, Idaho 83672
Subrecipient Phone #:	2084141965
Subrecipient Email:	mike.cambell@cityofweiser.com
Tax Identification:	82-6000273
Suffix:	хх
UEI Number:	J8RXJ7YA7DB8
MBE/WBE Status:	Y/N
Subaward Effective Date:	07/01/2024
Subaward Expiration Date:	10/31/2025
Professional Liability Policy #:	J8RXj7YA7DB8
Policy Expiration Date:	10/24/2024
Workers Compensation Policy #:	22520
Policy Expiration Date:	09/30/2024
Subaward Amount:	\$24,000.00

Subaward Grant Details:

Federal Award Name:	6543_City of Weiser
Federal Award Number:	4D-02J22801-2
CFDA #:	44.468
Federal Awarding Agency:	United States Environmental Protection Agency
Total Amount of Federal Award to DEQ:	\$17,992,000
DEQ's Negotiate Indirect Cost Rate:	33.09

WITNESSETH: THE DEPARTMENT enters into this Subaward Agreement pursuant to authority granted to it in Title 39, Chapter 1, Idaho Code. The SUBRECIPIENT agrees to undertake performance of this agreement under the terms and conditions set forth herein.

The SUBRECIPIENT agrees to provide, and the State agrees to accept the services detailed in this agreement and generally described in the description of services above. The terms of this agreement include the Statement of Work, the Budget, the program agency's award terms and conditions, as well as other documents affixed or referred to in this agreement. The SUBRECIPIENT must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Parts 200 and 1500). It is expected that the approved Statement of Work will be followed in its entirety unless modifications or amendments are agreed to and approved in writing by the DEPARTMENT.

The SUBRECIPIENT acknowledges and agrees that changes in legislation may require modification to this agreement both in program and funding, and that any such changes, which are necessary, shall be incorporated. The SUBRECIPIENT further agrees that the DEPARTMENT has the right to terminate this agreement if the SUBRECIPIENT cannot comply with such changes, or meet the requirements originally outlined in the Statement of Work. The SUBRECIPIENT further acknowledges that all funding is contingent upon the availability of federal funds, the SUBRECIPIENT's ability to certify provision of required matching funds (where applicable) and continued federal authorization of program activities. The SUBRECIPIENT agrees that the DEPARTMENT has the right to terminate or otherwise modify this agreement if federal funding or authority is terminated or modified.

In the event that this agreement is not executed prior to the first day of the effective period, the late execution shall provide retroactive approval for expenditures authorized by the agreement and made prior to the date of execution. This agreement is effective as per the stated agreement effective date. In the event that the last signature on this agreement pre-dates the stated agreement effective date, the last signature date shall be the new effective date.

The SUBRECIPIENT agrees to provide notice of the completion of any required audits and any adverse findings which impact this subaward as required by CFR parts 200.501-200.521, and to provide access to records as required by parts 200.336, 200.337, and 200.201 as applicable. SUBRECIPIENT agrees to indemnify and hold harmless the State of Idaho, its agents and its employees from any and all claims, actions, damages, liabilities and expenses directly or indirectly connected to the SUBRECIPIENT, or its agent's, employees, contractors, or assignee's actions related to the location, design, construction, operation, maintenance, repair, failure or deactivation of the project or any part of the project. If the SUBRECIPIENT is a Public Entity, this *Questions? Contact DEQGrants/Contracts Management Supervisor, Stephanie*

Archibald Ph: (208) 373-0137 indemnification and save harmless obligation shall apply only to the extent permitted by Idaho Code section 59-1015.

This agreement and related attachments constitute the entire agreement between the parties hereto and shall supersede all previous proposals, oral or written; negotiations; representations; commitments; and all other communications between the parties. The agreement may not be released, discharged, changed, extended, modified, or assigned in whole or in part, and no claim for additional services not specifically provided herein will be allowed by the DEPARTMENT, except to the extent provided by an instrument in writing signed by a duly authorized representative of the parties. Any Riders, Appendices, Attachments, and all other information attached to this agreement serve to supplement the terms and conditions of this agreement, and do not change or eliminate any provision of this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement.

AWARDING ENTITY:	IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY		
Signature	Title	Date	
SUBRECIPIENT:	City of Weiser		
Signature	Title	Date	

DEQ PROCUREMENT CONTRACT:

Procurement Name, Title 1410 N Hilton Boise ID 83706 Phone Number: <u>Phone Number</u>

PROGRAM SPECIFIC TERMS & CONDITIONS

Idaho Source Water Protection (SWP) Grant Program

DEQ Subrecipient: City of Weiser

I. INTRODUCTION

This Agreement is between the Idaho Department of Environmental Quality (DEQ) and the City of Weiser (Subrecipient) for performance under the Idaho Source Water Protection Grant Program as set forth in the approved Statement of Work. This project is funded using federal funds from the Environmental Protection Agency (EPA).

II. PROGRAM GUIDANCE & ELIGIBILITY REQUIREMENTS

The Subrecipient shall perform the services set forth in the approved Statement of Work. All activities covered under this agreement shall be consistent and comply with the applicable portions of the Section 1452 of the Safe Drinking Water Act, as amended (42 U.S.C. 300j-12), the federal administrative and programmatic conditions as specified and applicable to subrecipients under EPA Assistance Agreement #FS-98003022, CFDA #66.468, as well as the requirements outlined in the Source Water Protection Grant Application Solicitation or Guide.

Bipartisan Infrastructure Law FUNDING

This is a project that may be subject to Build America, Buy America provisions:

The Source Water Protection Grants originate from the federal funding, if other or additional federal funds are received by your entity the Build America, Buy America (BABA) provisions may be required. One aspect of the BABA funding is that "none of the funds made available for a Federal financial assistance program for infrastructure, including each deficient program, may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States." (Build America, Buy America (BABA) Act, P.L. 117-58, Secs 70911 - 70917).

Please be aware that the requirements, restrictions, rules, and reporting associated with the BABA provisions may be applicable, it is your responsibility to report if funding with a federal origination in addition to the grant are accepted by your organization. Please evaluate your current funding sources and inform us if your entity qualifies for the less than \$250,000 federal funding waiver or other applicable waiver.

WELL ABANDONMENT

The following restriction or clause will be included:

The well must be abandoned in a manner compliant with IDAPA 37.03.09 Well Construction Standards Rules. Abandonment must be performed by a well driller licensed in the State of Idaho per Idaho Code 42-238 unless a waiver has been granted.

III.PROJECT SCOPE OF WORK

The project application as submitted by the Subrecipient and approved by DEQ shall serve as the approved Statement of Work.

IV. PROJECT MANAGEMENT

a. <u>Time of Performance:</u>

Work under this agreement shall start on the 1^{st} day of July 2024 and end no later than the 31^{st} day of October 2025.

b. Implementation Schedule:

Unless amended by mutual written agreement by both parties, the Subrecipient will perform the described tasks in conformance with the schedule included with their application.

c. <u>Performance Monitoring:</u>

DEQ will monitor the performance of the Subrecipient against goals and performance standards required herein. DEQ may terminate the agreement for failure to ensure reasonable completion of the project within the project period and in accordance with the implementation schedule herein.

V. PROJECT BUDGET

The total project cost of performing work under this agreement is \$24,000.00; and the total reimbursable, not to exceed cost is \$24,000.00, as specified in the budget tables below. DEQ may require a more detailed budget breakdown than the one contained herein. The Subrecipient shall provide such supplementary budget information in the form and content prescribed by DEQ. Any amendments to this budget must be approved in writing by DEQ.

Table 1. Budget Categories

	DEQ Funds Budget + Match	Matching	
Budget Line Item	Contribution	Contribution	Total Budget
Personnel	\$0.00	\$0.00	0
Fringe	\$0.00	\$0.00	0
Travel	\$0.00	\$0.00	0
Supplies	\$0.00	\$0.00	0
Equipment	\$0.00	\$0.00	0
Contractual*	\$24,000.00	\$0.00	\$24,000
Other	\$0.00	\$0.00	0
Total Direct	\$0.00	\$0.00	\$0.00
Indirect	\$0.00	\$0.00	0
TOTAL	\$24,000.00	\$0.00	\$24,000.00

VI. BILLING PROCEDURES

a. <u>Amount:</u>

DEQ shall reimburse the Subrecipient in an amount not to exceed \$24,000.00 for costs related to project implementation, as outlined in the approved project scope of work and budget included as part of this agreement.

b. <u>Requests:</u>

DEQ shall reimburse the Subrecipient in an amount not to exceed \$24,000.00 for costs related to this agreement.

Source Documentation and Requests:

The Subrecipient must submit requests for reimbursement to DEQ using the invoice template. Requests for reimbursement must include:

- Signed Invoice Template (see attached)
- Copy of receipt(s)
- Completion Report (see attached)

c. Submission of Requests:

Reimbursement requests must be submitted electronically to Amplifund, ID DEQ's grant management system <u>https://www.gotomygrants.com/</u>.

VII. REPORTING REQUIREMENTS

a. Progress Reports:

i. A final report is required 60 days following project completion. The report must be submitted using the report template included as part of this agreement.

b. <u>Minority-owned Business Enterprise / Women-owned Business Enterprise (MBE/WBE)</u> <u>Reporting:</u>

i. The Subrecipient must submit MBE/WBE reports to DEQ annually by October 20 for the duration of this agreement and according to the attached MBE/WBE reporting requirements. The final MBE/WBE report is due 60 days after project completion. The Subrecipient shall use the report template attached as part of this agreement.

c. <u>Report Submission:</u>

- i. All reports should be submitted electronically to AmpliFund, ID DEQ's grant management system. The reports will be submitted to your award in AmpliFund: <u>https://www.gotomygrants.com/</u>.
- ii. Questions regarding reporting requirements may be directed to the DEQ Grant Officer:

Scott Short DEQ State Office 1410 N. Hilton Boise, ID 83702 Phone: (208) 373-0191 Email: scott.short@deq.idaho.gov

Table 5 Reporting Requirements Summary

Reporting Activity	Reporting Frequency	Reporting Period	Report Due Date(s)
Progress Reports	Final Report	At Project	60 days post project
		Completion	completion
MBE/WBE Reports	Annual / Final	Oct 1 – Sep 30	October 20 or 60 days
		_	after the end of the
			project period

VIII. RECORD RETENTION REQUIREMENTS & ACCESS

The Subrecipient shall retain all financial records, supporting documents, statistical records and all other records pertinent to this agreement and its associated project(s) for a minimum of three (3) years from the date of payment of final invoice or from the date of the publication and approval of the final report, whichever is later.

If any litigation, claim, or audit is initiated prior to the expiration of the three (3) year period, the Subrecipient shall retain the records until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

Records for any equipment acquired through funding provided to the Subrecipient through this agreement shall be retained for three (3) years after final disposition.

The Subrecipient agrees to provide the DEQ Director, or his/her authorized agents, access to all files, records, accountings and books relating to the management and accountability of this sub-award.

IX. SUBAWARD CLOSEOUT INSTRUCTIONS

This sub-award will be considered closed once the Subrecipient submits all invoices, reports, and any other requested documentation to DEQ, AND these documents have been paid / approved by DEQ. This includes the final invoice and the final report.

X. TITLE OF EQUIPMENT

Title of any equipment purchased under this agreement will conditionally vest with the Subrecipient in accordance with 2 CFR 200.313.

Acknowledgement of Federal Audit Requirements for Federal Subrecipients

Subaward grant funds disbursed per this Agreement are considered federal financial assistance per the Single Audit Act (SAA) of 1984, as amended by the Single Audit Act Amendments of 1996 (SAA), 31

U.S.C. §§7501-7507 (2000) and moved and incorporated in 2014 into the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at 2 CFR Part 200, Subpart F – Audit Requirements. If a Subrecipient expends more than \$750,000 of federal funds (including, but not limited to those received as part of this agreement) in their fiscal year 2016 or later; then, the Subrecipient must have a single or program-specific audit conducted for that year in accordance with Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (§200.500-200.521). In such case, the Subrecipient must:

- Procure or otherwise arrange for the required audit in accordance with 200.509 Auditor selection, and ensure it is properly performed and submitted when due;
- Prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with §200.510 Financial statements;
- Properly submit audit report in a timely fashion (§200.512):
 - The audit must be submitted within **thirty (30) calendar days** after the receipt of the auditor's report <u>OR nine (9) months</u> after the end of the audit period, which is generally the Subrecipient's fiscal year end.
 - The auditee must ensure timely submission of the data collection form and reporting package to the Federal Audit Clearinghouse (FAC) as described in §200.512 paragraphs
 (b) and (c) respectively.
 - Subrecipient must keep one copy of the data collection formand one copy of the reporting package on file for **three (3) years** from the date of submission to the FAC.
- Promptly follow up and take corrective action on audit findings, including preparation of a summary schedule of prior audit findings and a corrective action plan in accordance with §200.511, Audit findings follow-up, paragraph (c), respectively (as appropriate);
- Provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Subpart F.

The Subrecipient recognizes that it is responsible for determining if the **\$750,000** threshold is reached, as appropriate, and if a SAA audit is required. Additionally, the Subrecipient must inform the Department, in writing, of any findings or recommendations pertaining to this agreement contained in any audits conducted by the Subrecipient. In such cases, the Subrecipient must also provide the Department with a copy of the audit.

Signature of Authorized Representative:

_Date:	_
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CONFLICT OF INTEREST CERTIFICATION

Sub-Grant#:	Subrecipient Name: City
6543	of Weiser

A conflict of interest (COI) is defined as an actual or potential situation that undermines, or may undermine, the impartiality of an individual or non-federal entity because their self-interest conflicts or may conflict with their duty and obligations to the public in performing a federally funded financial assistance agreement. COI also includes situations that create, or may create, an unfair competitive advantage, or the appearance of such, for an applicant or contractor in competing for federal financial assistance.

Situations Requiring Disclosure: (1) Any COI described at 2 CFR 200.318(c)(1) including consulting fees or other compensation paid to employees, officers, agents of the subrecipient and/or members of their immediate families paid by procurement contractors or other subrecipients receiving federal funding under a subaward. (2) Any organizational COI described at 2 CFR 200.318(c)(2) between the subrecipient and procurement contractors or other subrecipient as subaward.

Timing & Content of Disclosure: Subrecipients must disclose any COI related to this agreement within 10 calendar days of discovery to DEQ's Project Manager. All disclosures must be in writing preferably through email communication. In addition to describing the COI, subrecipients must also provide any information regarding measures to eliminate, neutralize, mitigate or otherwise resolve the conflict.

Subrecipient Point of Contact (POC): This is the person designated to disclose and resolve any COI that may arise related to this subaward agreement. The Subrecipient POC must be an employee or officer of the Subrecipient or another entity (e.g. consultant or attorney) expressly authorized by the Subrecipient to speak on its behalf.

Please check one of the following:

The subrecipient has implemented a written policy of financial COI that is consistent with federal general procurement standards referenced herein. I certify that all individuals responsible for the application, design, implementation, administration, and/or monitoring of this agreement have made the required disclosures to DEQ in accordance with the subrecipient's policy.

 \Box The subrecipient has <u>not</u> implemented a written policy of financial COI. I certify that all individuals responsible for the application, design, implementation, administration, and/or monitoring of this agreement have made the required disclosures to DEQ in accordance with the situations, timing, and content of disclosure requirements listed above.

I certify that the information listed above is true, complete, and accurate to the best of my knowledge, and that I am an Authorized Organizational Official for the subrecipient.

Signature:		Email:	
Date:	Name:	Title:	
		:/Contracts Management Supervisor, Stephanie Archibald h: (208) 373-0137	

Please Sign and Return this Form with the Signed Agreement

45 CFR Part 604 - New Restrictions on Lobbying

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the applicant shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The applicant shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under loans, and cooperative agreements) and that all subrecipients shall certify and disclosure accordingly.

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

Signature

Title/Institution

DEQ General Terms and Conditions for EPA Subrecipients Effective October 1, 2021

1. Introduction

The subrecipient must comply with the applicable EPA general terms and conditions outlined below. These terms and conditions are in addition to the assurances and certifications made as part of the subaward and any additional terms, conditions or restrictions specific to this agreement. Subrecipients must review their agreement in its entirety. Failure to comply with the terms and conditions may result in enforcement actions as outlined in 2 CFR 200.338 and 200.339.

2. <u>Uniform Administrative Requirements, Cost Principles and Audit Requirements for</u> <u>Federal Awards</u>

This subaward is subject to the requirements of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards; Title 2 CFR, Parts 200 and 1500. This subaward is also subject to applicable requirements contained in EPA programmatic regulations located in 40 CFR Chapter 1 Subchapter B.

3. Reimbursement Limitation

DEQ's financial obligations to the subrecipient are limited by the amount of federal funding awarded to date as reflected on the subaward document. If the subrecipient incurs costs in anticipation of receiving additional funds from DEQ, it does so at its own risk (See 2 CFR 1500.8).

4. Payment Methods

See billing procedures attached as part of this subaward agreement.

5. Payment Drawdown

The subrecipient agrees to draw cash only as needed for its disbursement under this agreement. The timing and amounts of the drawdowns, or receipt of requests, must be as close as administratively feasible to actual disbursements of DEQ funds. Disbursement within 5 business days of drawdown will comply with this requirement and the subrecipient agrees to meet this standard when performing this award.

Subrecipients may not retain more than 5% of the amount requested, or \$1,000 whichever is less, 5 business days after drawdown to materially comply with the standard. Any federal funds that remain undisbursed after 5 business days must be fully disbursed within 15 business days of receipt or returned to DEQ (contact the DEQ grants officer to determine what action shall be required). Failure on the part of the subrecipient to comply with this condition may cause the undistributed portions of the agreement to be revoked or financing method changed.

6. Consultant Cap

EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by subrecipients or by a subrecipient's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule, available at: <u>https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/</u>, to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed (the subrecipient will pay these in accordance with their normal travel reimbursement practices).

Subagreements with firms for services which are awarded using the procurement requirements in Subpart D of 2 CFR 200, are not affected by this limitation unless the term of the contract provide the recipient with responsibility for the selection, direction and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation (See 2 CFR 1500.9).

7. Management Fees

Management fees or similar charges in excess of the direct costs and approved indirect costs are <u>not</u> allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses; unforeseen liabilities; or for other similar costs which are not allowable under this agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

8. Federal Employee Costs

The subrecipient understands that none of the funds for this project (including funds contributed by the subrecipient as cost-sharing) may be used to pay for the travel of Federal employees or for other costs associated with Federal participation in this project unless a Federal agency will be providing services to the subrecipient as authorized by a Federal statute.

9. Foreign Travel & Fly America Act

EPA requires that all foreign travel must be approved by its Office of International and Tribal affairs. The subrecipient agrees to obtain prior DEQ and EPA approval before using funds available under this agreement for international travel unless the trip(s) are already specifically described in the approved budget. Foreign travel includes trips to Mexico and Canada, but does not include trips to Puerto Rico, the U.S. Territories or possessions.

The subrecipient understands that all foreign travel funded under this agreement must comply with the Fly America Act. All travel must be on U.S. air carriers under 49 U.S.C. Section 40118, to the extent that service by such carriers is available.

10. Requirement for System for Award Management (SAM) Unless exempted from this requirement under 2 CFR 25.110, the recipient must maintain the currency of the organization's information in SAM until the submittal of the final financial report required under this award or receipt of the final payment, whichever is later. This requires that the recipient reviews and updates the information at least annually after the initial registration, and more frequently if required by changes in the information or another award term.

11. Requirement for Unique Entity Identifier.

No entity may receive a federal subaward unless the entity has provided DEQ with its valid Unique Entity Identifier.

12. Suspension and Debarment

Subrecipients shall fully comply with Subpart C of 2 CFR Part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business with Other Persons," as implemented and supplemented by 2 CFR Part 1532. Subrecipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Subrecipient acknowledges that failure to disclose the information required under 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

Subrecipients may access suspension and debarment information at: <u>https://sam.gov/SAM/</u>. This system allows subrecipients to perform searches determining whether an entity or individual is excluded from receiving Federal assistance. This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

13. Disclosing Conflict of Interests

See Conflict of Interest documents attached as part of this subaward agreement.

14. Sufficient Progress

DEQ will measure sufficient progress by examining the performance required under the workplan in conjunction with the milestone schedule, the time remaining for performance within the project period and/or the availability of funds necessary to complete the project. DEQ may terminate the assistance agreement for failure to ensure reasonable completion of the project within the approved project period.

15. Copyrighted Material and Data

In accordance with 2 CFR 200.315, EPA has the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this assistance agreement for Federal/State purposes.

Examples of a Federal purpose include but are not limited to: (1) Use by EPA and other Federal employees for official Government purposes; (2) Use by Federal contractors performing specific tasks for the Government; (3) Publication in EPA documents provided the document does not disclose trade secrets (e.g. software codes) and the work is properly attributed to the subrecipient through citation or otherwise;

(4) Reproduction of documents for inclusion in Federal depositories; (5) Use by State, tribal and local governments that carry out delegated Federal environmental programs as "co-regulators" or act as official partners with EPA to carry out a national environmental program within their jurisdiction and;
(6) Limited use by other grant recipients to carry out Federal grants provided the use is consistent with the terms of EPA's authorization to the other recipient to use the copyrighted works or other data.

Under Item 6, the subrecipient acknowledges that EPA may authorize another recipient(s) to use the copyrighted works or other data developed under this award as a result of: the selection of another recipient by EPA to perform a project that will involve the use of the copyrighted works or other data or; termination or expiration of this agreement. In addition, EPA may authorize another recipient to use copyrighted works or other data developed with Agency funds provided under this award to perform another award when such use promotes efficient and effective use of Federal grant funds.

16. Patents and Inventions

Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 USC Sections 200-212.

Pursuant to the Bayh-Dole Act (set forth in 35 USC 200-212), EPA retains the right to a worldwide nonexclusive, nontransferable, irrevocable, paid-up license to practice the invention owned by the assistance agreement holder, as defined in the Act. To streamline the invention reporting process and to facilitate compliance with the Bayh-Dole Act, the subrecipient must utilize the Interagency Edison extramural invention reporting system at http://iEdison.gov. Annual utilization reports must be submitted through the system. The subrecipient is required to notify the Project Officer identified on the award

document when an invention report, patent report, or utilization report is filed at http://iEdison.gov. EPA elects not to require the subrecipient to provide a report prior to the close-out of a funding agreement listing all subject inventions or stating that there were none.

In accordance with Executive Order 12591, as amended, government owned and operated laboratories can enter into cooperative research and development agreements with other federal laboratories, state and local governments, universities, and the private sector, and license, assign, or waive rights to intellectual property "developed by the laboratory either under such cooperative research or development agreements and from within individual laboratories."

17. Acknowledgement Requirements for Non-ORD Assistance Agreements

The subrecipient agrees that any reports, documents, publications or other materials developed for public distribution supported by this assistance agreement shall contain the following statement: "This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement (number) to (recipient/subrecipient). The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the EPA endorse trade names or recommend the use of commercial products mentioned in this document."

18. Electronic and Information Technology Accessibility

Subrecipients are subject to the program accessibility provisions of Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7, which includes an obligation to provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology ("EIT"). In compliance with Section 504, EIT systems or products funded by this award must be designed to meet the diverse needs of users (e.g., U.S. public, recipient personnel) without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology. At this time, the EPA will consider a subrecipient's websites, interactive tools, and other EIT as being in compliance with Section 504 if such technologies meet standards established under Section 508 of the Rehabilitation Act, codified at 36 CFR Part 1194.

While Section 508 does not apply directly to grant recipients, subrecipients are encouraged to follow either the 508 guidelines or other comparable guidelines that concern accessibility to EIT for individuals with disabilities. Subrecipients may wish to consult the latest Section 508 guidelines issued by the U.S. Access Board or W3C's Web Content Accessibility Guidelines (WCAG) 2.0 (see https://www.access-board.gov/about/policy/accessibility.https://www.access-board.gov/about/policy/accessibility.html).

19. Human Subjects

Human subjects research is any activity that meets the regulatory definitions of both research AND human subject. *Research* is a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge. *Human subject* means a living individual about whom an investigator (whether professional or student) conducting research obtains (1) data through intervention or interaction with the individual, or (2) identifiable private information. [40 CFR 26.102 (d)(f)]

No research involving human subjects will be conducted under this agreement without prior written approval of the EPA to proceed with that research. If engaged in human subjects research as part of this agreement, the subrecipient agrees to comply with all applicable provisions of EPA Regulation 40 CFR 26 (Protection of Human Subjects). This includes, at Subpart A, the Basic Federal Policy for the Protection of Human Research Subjects, also known as the Common Rule. It also includes, at Subparts B, C, and D, prohibitions and additional protections for children, nursing women, pregnant women, and

fetuses in research conducted or supported by EPA.

The subrecipient further agrees to comply with EPA's procedures for oversight of compliance with 40 CFR 26, as given in EPA Order 1000.17 Change A1 (Policy and Procedures on Protection of Human Research Subjects in EPA Conducted or Supported Research). As per this order, no human subject may be involved in any research conducted under this assistance agreement, including recruitment, until the research has been approved or determined to be exempt by the EPA Human Subjects Research Review Official (HSRRO) after review of the approval or exemption determination of the Institutional Review Board(s) (IRB(s)) with jurisdiction over the research under 40 CFR 26.

For HSRRO approval, the subrecipient must forward to the Project Officer: (1) copies of all documents upon which the IRB(s) with jurisdiction based their approval(s) or exemption determination(s), (2) copies

of the IRB approval or exemption determination letter(s), (3) copy of the IRB-approved consent forms and subject recruitment materials, if applicable, and (4) copies of all supplementary IRB correspondence.

Following the initial approvals indicated above, the subrecipient must, as part of the annual report(s), provide evidence of continuing review and approval of the research by the IRB(s) with jurisdiction, as required by 40 CFR 26.109(e). Materials submitted to the IRB(s) for their continuing review and approval are to be provided to the Project Officer upon IRB approval. During the course of the research, investigators must promptly report any unanticipated problems involving risk to subjects or others according to requirements set forth by the IRB. In addition, any event that is significant enough to result in the removal of the subject from the study should also be reported to the Project Officer, even if the event is not reportable to the IRB of record.

20. Animal Subjects

The subrecipient agrees to comply with the Animal Welfare Act of 1966 (P.L. 89-544), as amended, 7 USC 2131-2156. The subrecipient also agrees to abide by the "U.S. Government Principles for the Utilization and Care of Vertebrate Animals used in Testing, Research, and Training." (Federal Register 50(97):20864-20865. May 20, 1985.)

21. Light Refreshments and/or Meals

Unless the event(s) and all of its components are described in the approved workplan, the subrecipient agrees to obtain prior approval from DEQ for the use of subaward funds for light refreshments and/or meals served at meetings, conferences, training workshops and outreach activities (events). The subrecipient must send requests for approval to the DEQ Project Officer and include:

- (1) An estimated budget and description for the light refreshments, meals, and/or beverages to be served at the event(s);
- (2) A description of the purpose, agenda, location, length and timing for the event; and
- (3) An estimated number of participants in the event and a description of their roles.

Costs for light refreshments and meals for subrecipient staff meetings and similar day-to-day activities are not allowable under this agreement.

Subrecipients may address questions about whether costs for light refreshments, and meals for events may be allowable to the subrecipient's DEQ Project Officer; however, EPA's Award Official or Grant Management Officer will make final determinations on allowability. EPA policy prohibits the use of EPA funds for receptions, banquets and similar activities that take place after normal business hours

unless the subrecipient has provided a justification that has been expressly approved by DEQ's Grants Management Officer.

EPA funding for meals, light refreshments, and space rental may not be used for any portion of an event where alcohol is served, purchased, or otherwise available as part of the event or meeting, even if EPA funds are not used to purchase the alcohol.

Note: U.S. General Services Administration regulations define light refreshments for morning, afternoon or evening breaks to include, but not be limited to, coffee, tea, milk, juice, soft drinks, donuts, bagels, fruit, pretzels, cookies, chips, or muffins. (41 CFR 301-74.11)

22. <u>Tangible Property & Equipment Disposition (if applicable)</u>

22.1 Reporting:

Pursuant to 2 CFR 200.312 and 200.314, property reports, if applicable, are required for Federallyowned property in the custody of a non-Federal entity upon completion of the Federal award or when the property is no longer needed. Additionally, upon termination or completion of the project, residual unused supplies with a total aggregate fair market value exceeding \$5,000 not needed for any other Federally- sponsored programs or projects must be reported. For Superfund awards under Subpart O, refer to 40 CFR 35.6340 and 35.6660 for property reporting requirements. Subrecipients should utilize the Tangible Personal Property Report form series (SF-428) to report tangible personal property. Please contact the DEQ Grants Officer if you require assistance in complying with this condition.

22.2 Disposition:

22.2.1. <u>Most Subrecipients</u> – Consistent with 2 CFR 200.313, unless instructed otherwise on the official award document or this subaward term, the subrecipient may keep the equipment and continue to use it on the project originally funded through this assistance agreement or on other federally funded projects whether or not the project or program continues to be supported by Federal funds.

22.2.2. <u>State Agencies</u> – Per 2 CFR 200.313(b), state agencies may manage and dispose of equipment acquired under this assistance agreement in accordance with state laws and procedures.

22.2.3. <u>Superfund Subrecipients</u> – Equipment purchased under Superfund projects is subject to specific disposal options in accordance with 40 CFR Part 35.6345.

23. Dual Use Research of Concern (if applicable)

The subrecipient agrees to conduct all life science research* in compliance with *EPA*'s Order on the Policy and Procedures for Managing Dual Use Research of Concern (EPA DURC Order) and United States Government Policy for Institutional Oversight of Life Sciences Dual Use Research of Concern (*iDURC Policy*). If the subrecipient is an institution within the United States that receives funding through this agreement, or from any other source, the subrecipient agrees to comply with the iDURC Policy if they conduct or sponsor research involving any of the agents or toxins identified in Section 6.2.1 of the iDURC Policy. If the institution is outside the United States and receives funding through this agreement to conduct or sponsor research involving any of those same agents or toxins, the subrecipient agrees to comply with the iDURC Policy. The subrecipient agrees to provide any additional information that may be requested by DEQ or EPA regarding DURC and iDURC. The subrecipient agrees to

immediately notify the DEQ Project Officer should the project use or introduce use of any of the agents or toxins identified in the iDURC Policy. The subrecipient's Institution/Organization must also comply with USG iDURC policy and EPA DURC Order and will inform the appropriate government agency if funded

by such agency of research with the agents or toxins identified in Section 6.2.1 of the iDURC Policy. If privately funded the recipient agrees to notify the National Institutes of Health at DURC@od.nih.gov.

* "Life Sciences Research," for purposes of the EPA DURC Order, and based on the definition of research in 40 CFR §26.102(d), is a systematic investigation designed to develop or contribute to generalizable knowledge involving living organisms (e.g., microbes, human beings, animals, and plants) and their products. EPA does not consider the following activities to be research: routine product testing, quality control, mapping, collection of general-purpose statistics, routine monitoring and evaluation of an operational program, observational studies, and the training of scientific and technical personnel. [Note: This is consistent with Office of Management and Budget Circular A-11.]

24. Research Misconduct

In accordance with 2 CFR 200.328, the subrecipient agrees to notify the DEQ project officer in writing, immediately, about research misconduct involving research activities that are supported in whole or in part with funds under this agreement. EPA defines research misconduct as fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results, or ordering, advising, or suggesting that subordinates engage in research misconduct.

25. Scientific Integrity Terms & Conditions

The subrecipient agrees to comply with EPA's Scientific Integrity Policy when conducting, supervising, and communicating science and when using or applying the results of science. For purposes of this award condition scientific activities include, but are not limited to, computer modeling, economic analysis, field sampling, laboratory experimentation, demonstrating new technology, statistical analysis, and writing a review article on a scientific issue. The subrecipient agrees to:

25.1 Scientific Products:

25.1.1. – Produce scientific products of the highest quality, rigor, and objectivity, by adhering to applicable EPA information quality guidelines, quality policy, and peer review policy. 25.1.2. – Prohibit all recipients, employees, contractors, and program participants, including scientists, managers, and other recipient leadership from suppressing, altering, or otherwise impeding the timely release of scientific findings or conclusions 25.1.3. – Adhere to EPA's Peer Review Handbook, 4th Edition, for the peer review of scientific and technical work products generated through EPA agreements.

25.2 Scientific Findings:

25.2.1. – Require that reviews regarding the content of a scientific product that are conducted by the project manager and other recipient managers and the broader management chain be based only on scientific quality considerations, e.g. the methods used are clear and appropriate, the presentation of the results and conclusions is impartial.

26. Civil Rights Obligations

Statutory Requirements -

In carrying out this agreement, the subrecipient must comply with:

- Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP), by entities receiving Federal financial assistance.
- Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities by entities receiving Federal financial assistance; and
- The Age Discrimination Act of 1975, which prohibits age discrimination by entities receiving Federal financial assistance.

If the subrecipient is conducting an education program under this agreement, it must also comply with:

• Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex in education programs and activities operated by entities receiving Federal financial assistance.

If this agreement is funded with financial assistance under the Clean Water Act (CWA), the subrecipient must also comply with:

• Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex in CWA-funded programs or activities.

Regulatory Requirements -

The subrecipient agrees to comply with all applicable EPA civil rights regulations, including:

- For Title IX obligations, 40 C.F.R. Part 5; and
- For Title VI, Section 504, Age Discrimination Act, and Section 13 obligations, 40 CFR Part 7
- For statutory and national policy requirements, including those prohibiting discrimination and those described in Executive Order 13798 promoting free speech and religious freedom, 2 CFR 200.300
- As noted on the EPA Form 4700-4 signed by the recipient's authorized representative, these regulations establish specific requirements including maintaining compliance information, establishing grievance procedures, designating a Civil Rights Coordinator and providing notices of non-discrimination

27. Drug Free Workplace

The subrecipient organization of this assistance agreement must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 2 CFR Part 1536 Subpart B. Additionally, in accordance with these regulations, the subrecipient organization must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award. Subrecipients who are individuals must comply with the drug-free provisions set forth in Title 2 CFR Part 1536 Subpart C. The consequences for violating this condition are detailed under Title 2 CFR Part 1536 Subpart E. Subrecipients can access the Code of Federal Regulations (CFR) Title 2 Part 1536 at http://www.ecfr.gov/.

28. Hotel-Motel Fire Safety

Pursuant to 15 USC 2225a, the subrecipient agrees to ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). Subrecipients may search the Hotel-Motel National Master List at <u>https://apps.usfa.fema.gov/hotel/</u> to see if a property is in compliance, or to find other information about the Act.

29. Lobbying and Litigation

See lobbying certification attached as part of this agreement (if applicable).

30. <u>Recycled Paper</u>

When directed to provide paper documents, the subrecipient agrees to use recycled paper and double sided printing for all reports which are prepared as a part of this agreement and delivered to DEQ or EPA. This requirement does not apply to reports prepared on forms supplied by DEQ or EPA.

31. Resource Conservation and Recovery Act

Consistent with goals of section 6002 of RCRA (42 U.S.C. 6962), State and local institutions of higher education, hospitals and non-profit organization subrecipients agree to give preference in procurement programs to the purchase of specific products containing recycled materials, as identified in 40 CFR Part 247.

Consistent with section 6002 of RCRA (42 U.S.C. 6962) and 2 CFR 200.322, State agencies or agencies of a political subdivision of a State and its contractors are required to purchase certain items made from recycled materials, as identified in 40 CFR Part 247, when the purchase price exceeds \$10,000 during the course of a fiscal year or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. Pursuant to 40 CFR 247.2 (d), the subrecipient may decide not to procure such items if they are not reasonably available in a reasonable period of time; fail to meet reasonable performance standards; or are only available at an unreasonable price.

32. Trafficking in Persons

The subrecipient under this subaward and subrecipients' employees may not:

- Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- Procure a commercial sex act during the period of time that the award is in effect; or
- Use forced labor in the performance of this subaward.

DEQ, as the pass-through entity of federal funds, may unilaterally terminate this award, without penalty if the subrecipient that is a private entity:

- Is determined to have violated an applicable prohibition of this subaward term; or
- Has an employee who is determined by the agency official authorized to terminate this award to have violated an applicable prohibition of this subaward term through conduct that is either:
 - Associated with performance under this subaward; or
 - Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies in Government Debarment and Suspension (Nonprocurement)," as implemented by EPA at 2 CFR 1532.



City of Weiser

Prepared by Keller Associates for Idaho Department of Environmental Quality Source Water Protection Subaward Grants SFY2025

Submitted by Grae Harper

Submitted on 06/28/2024 9:28 AM Pacific Standard Time

Opportunity Details

Opportunity Information

Title

Source Water Protection Subaward Grants SFY2025

Description

Source Water Protection Subaward Competitive Grants SFY2025

Awarding Agency Name Department of Environmental Quality

Agency Contact Name

Source Water Protection Coordinator

Agency Contact Phone (208) 373-0249

Agency Contact Email idahosourcewater@deq.idaho.gov

Fund Activity Categories

Environment

Category Explanation

DEQ's source water protection grants fund projects to protect public drinking water sources. Eligible activities include those that reduce the risk of contamination of a drinking water source. Projects must contribute to improved protection of one or more public water supply sources.

Eligible applicants include public water systems, state and local government agencies, tribes, special districts (such as soil conservation districts), associations, nonprofit organizations, and educational institutions in Idaho. Federal agencies and owners of privately owned, for-profit public water systems where drinking water is not the main function of their business are not eligible for funding.

Departments

Source Water Protection

Opportunity Manager Curtis Cooper

Public Link

https://www.gotomygrants.com/Public/Opportunities/Details/57127c1e-25ea-4484-a616-5d95b13f4993

Is Published

Yes

Funding Information

Funding Sources Federal Or Federal Pass Through

Funding Source Description

Bipartisan Infrastructure Law Funds SFY2025

Funding Restrictions

Restrictions depend upon the type of proposal and must meet both State and Federal requirements.



Award Information

Award Range \$24,000.00 Ceiling

Award Type Competitive

Indirect Costs Allowed Yes

Indirect Cost Description

Entities with a federally approved indirect rate must submit a copy of their federally approved rate prior to final award. Entities without a federally approved indirect rate will need to meet federal guidelines of a 10% de minimus indirect rate. Indirect

rates budgeted that do not meet these guidelines will be adjusted prior to final award.

Restrictions on Indirect Costs

Yes

Citation Governing Indirect Cost Restriction 10% de minimus or otherwise negotiated

Matching Requirement

Yes

Cash Match Requirement 0.00%

In-Kind Match Requirement 0.00%

Submission Information

Submission Window 05/20/2024 12:00 AM - 07/01/2024 12:00 AM

Submission Timeline Type

One Time

Submission Timeline Additional Information Multiple applications can be submitted, but the maximum funded amount per organization is \$24,000.

Allow Multiple Applications Yes

Application Review Start Date / Pre-Qualification Deadline

Other Submission Requirements Bids/estimates (as required) and supporting documentation

Question Submission Information

Question Submission Open Date

Question Submission Close Date

Question Submission Email Address

idahosourcewater@deq.idaho.gov

Question Submission Additional Information

Please Contact the Source Water Protection Coordinator, SourceWaterldaho@deq.idaho.gov or (208) 373-0249, Or visit the website for additional information: https://www.deq.idaho.gov/SWProtection

Attachments

Technical Assistance Session

Technical Assistance Session

No

Eligibility Information

Eligibility Type Public

Eligible Applicants

- Native American tribal governments (Federally recognized)
- Nonprofits with 501(c)(3) status (excludes institutions of higher education)
- Private institutions of higher education
- For profit organizations (excludes small businesses)

Additional Eligibility Information

Eligible applicants include public water systems, state and local government agencies, tribes, special districts (such as soil conservation districts), associations, nonprofit organizations, and educational institutions in Idaho. Federal agencies and owners of privately owned, for-profit public water systems where drinking water is not the main function of their business are not eligible for funding.

Additional Information

Additional Information URL

https://www.deq.idaho.gov/water-quality/grants-and-loans/source-water-protection-grants/

Additional Information URL Description

Award Administration Information

State Award Notices

Grant is reimbursement for funds paid for project work.

Additional information available at: https://www.deq.idaho.gov/SWProtection

Administrative and National Policy Requirements

Reporting

Completion Report required

State Awarding Agency Contacts

Other Information

Project Information

Application Information

Application Name City of Weiser

Award Requested \$7,000.00

Cash Match Requirement \$0.00

Cash Match Contributions \$0.00

In-Kind Match Requirement \$0.00

In-Kind Match Contributions \$0.00

Total Award Budget \$7,000.00

Primary Contact Information

Name

Grae Harper

Email Address gharper@kellerassociates.com

Address

100 E Bower St, STE 110 Meridian, Idaho 83642

Phone Number

Project Description

DEQ Application for Source Water Protection

Source Water Protection

Source Water Protection Grant

For more information please refer to: https://www.deq.idaho.gov/water-quality/grants-and-loans/source-water-protection-grants/

Project Name

Well #4 Abandonment

Date

6/24/2024

Subrecipient Name City of Weiser

Subrecipient Phone 208-414-1965

Subrecipient Email mike.campbell@cityofweiser.com

Subrecipient Address 55 W. Idaho St

City

Weiser

State

ldaho

Postal Code

83672

UEI Number J8RXJ7YA7DB8

Tax ID Number 16215 EIN 82-6000273

Professional Liability Number 43A02193100123

Expiration Date 10/24/2024

Work Comp Policy Number #22520

Expiration Date 9/30/2024

Project Admin



Mike Campbell

Name with Signing Authority: Mike Campbell

Project Field Officer Bill Taylor

Field Officer Phone 208-414-1965

Project Location

Please provide a general overview of the project site. Include such things as distance to 303d-listed water body, vegetation, landmarks, and unique features (1,500 Character Limit)

The proposed project site is situated in Weiser, Idaho, on W. Galloway Avenue. This location is near three water bodies listed under Section 303(d) of the Clean Water Act: Monroe Creek (1.25 miles away), Jenkins Creek (1.25 miles away), and the Weiser River (less than 1 mile away). Furthermore, the Snake River (surface water intake) is less than one mile from the project site. The surrounding vegetation in Weiser, ID, includes Introduced and Semi-Natural Vegetation, Developed and Urban areas, Herbaceous Agricultural Vegetation, and Cool Semi-Desert Scrub and Grassland.

Project Description

What is the goal of the project? (1,500 Character limit)

The objective of this project is to abandon and seal the City of Weiser's Well No. 4. Groundwater testing indicated a Methane concentration of 93.59% and a Sodium concentration of 406 mg/L. The primary goal of this project is to properly seal the well and eliminate any future risk of a contaminant pathway from the City of Weiser's water system.

Source Water Protection PWS and Non-PWS application form

Application is designed to only reveal necessary fields based upon previous responses. For example: once selecting the YES for the "Public Water System" the non-PWS fields will remain hidden. Therefore, the interactive form may not directly represent any downloads.

Public Water System (typically a Community)

- \bigcirc No

If PWS

PWS Name City of Weiser

PWS # 3440011

Privately owned, for profit?

- ⊖ Yes
- No

Identify how the project is protective of the drinking water source.

While Well No. 4 is not currently linked to the groundwater well system, testing has shown heightened levels of sodium and natural gases present in the well. By effectively sealing the well, this project will eliminate any future risk of these contaminants affecting the existing water source.

What specific outcomes are expected from this project?

The City of Weiser aims to appropriately seal Well No. 4 to prevent any potential contamination of the water source in the future. Given its location in an electrical yard within a residential area, the closure of Well No. 4 will greatly improve safety and security for the community.

Describe the PWS's ability to complete this project (skills, personnel, resources, timeframe, etc.).

The City of Weiser has a professional staff responsible for owning and operating the water system that includes Well No. 4. The city aims to properly abandon Well No. 4 to prevent any future conflicts. With the grant funding, the city can hire a professional well driller and process the necessary IDEQ documentation. Once the funding is secured, the project is expected to take a few months to complete, depending on the availability of well drillers in the area.

Source Water Protection Plan

Does the PWS have a source water protection (SWP) plan that is current and has been certified within the past 5 years?

Yes

⊖ No

If the PWS does have a currently certified SWP plan, does this project fulfill a component of it?



No

If no, will the PWS update the SWP plan before completing this project to include the efforts undertaken with this grant?

- \bigcirc Yes
- No

Is the PWS a member of Idaho's Water and Wastewater Agency Response Network (IDWARN)? (Points are awarded to applicants who are members of IDWARN).

- Yes
- $\bigcirc \operatorname{No}$

Contaminant Sources

Does the project address existing contamination sources and/or security concerns?

- Yes
- \bigcirc No

Which potential contaminants and sources of these contaminants exist within 500 feet of the well(s) or spring; or within 1 mile of a surface water intake? Or, if security concerns are present, are they directly related to the wellhead or surface water intake? Please describe.

Well No. 4, which contains high levels of sodium and natural gases, has not been properly abandoned despite not being connected to the system. Given its proximity to existing water sources (Weiser River and Snake River), the city aims to properly abandon the well to eliminate any future risk of contamination or unintended connection to the water system.

If yes, what are the existing sources/security concerns and how does the project address these sources/concerns? (If a Source Water Assessment has been completed for the system, the potential contaminant inventory may include this information.)

The primary concern of not properly abandoning the well is the potential risk of future contamination from the well, specifically regarding elevated levels of sodium and natural gases, to the surface water intakes. Ensuring the proper closure of the well will effectively eliminate all future risks of sodium and natural gas contamination.



Budget

Proposed Budget Summary

Expense Budget

	Grant Funded	Non-Grant Funded	Total Budgeted
Contractual			
Professional Well Driller TBD	\$7,000.00	\$0.00	\$7,000.00
Subtotal	\$7,000.00	\$0.00	\$7,000.00
Total Proposed Cost	\$7,000.00	\$0.00	\$7,000.00
Revenue Budget			
	Grant Funded	Non-Grant Funded	Total Budgeted
Grant Funding			
Award Requested	\$7,000.00		\$7,000.00
Subtotal	\$7,000.00		\$7,000.00
Non-Grant Funding			
Cash Match		\$0.00	\$0.00
In-Kind Match		\$0.00	\$0.00
Subtotal		\$0.00	\$0.00
Total Proposed Revenue	\$7,000.00	\$0.00	\$7,000.00

Proposed Budget Detail

See attached spreadsheet.

Proposed Budget Narrative

Contractual

Cost for subcontracts

Professional Well Driller TBD

The City of Weiser intends to hire a professional Well Driller contractor to ensure the proper sealing of Well No. 4.