



10405 Merrill Road ♦ P.O. Box 157  
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[www.hamburg.mi.us](http://www.hamburg.mi.us)

06/12/24

To: Hamburg Township Board  
From: Tony Randazzo

Re: EGLE Grant – Hamburg Township PFAS Groundwater Testing

Hamburg Township has been awarded an EGLE grant in the amount of \$115,131 to conduct PFAS groundwater testing. We were invited to apply for this grant last winter as EGLE would like to see more data regarding PFAS in the groundwater that is in proximity to our wastewater treatment plant. The highlights of this plan are: Sampling of thirty four residential drinking water wells and one commercial well that are closest to the treatment plant, the installation of four new monitoring wells on the treatment plant property to collect more data, and collection system sampling from our largest pump stations to determine if there are higher amounts of PFAS in different locations. We have two years to spend the grant money but we plan to complete the entire project in one year.

I recommend that the Township Board approve the contract with EGLE for this grant as it will provide much needed funding for expensive PFAS testing.



GRETCHEN WHITMER  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF  
ENVIRONMENT, GREAT LAKES, AND ENERGY  
LANSING



PHILLIP D. ROOS  
DIRECTOR

June 6, 2024

VIA EMAIL

Tony Randazzo, Director of Technical & Utility Services  
Hamburg Township  
10405 Merrill Road  
Hamburg, Michigan 48139

Dear Tony Randazzo:

I am pleased to inform you that the Department of Environment, Great Lakes, and Energy (EGLE) has completed our review of applications submitted in February 2024 for funding under the Federal Infrastructure Investment and Jobs Act (IIJA) (PL117-58). The goal of the funding is to improve impaired water and protect unimpaired waters across the state by conducting planning that informs and supports implementation of federal Clean Water Act programs. Your application for the Hamburg Township PFAS Groundwater Testing project has been awarded \$115,131.

This award is contingent upon the finalization of a grant agreement between EGLE and your municipality. The grant agreement will contain the terms and conditions for the expenditure of funds. Prior to signing a grant agreement for this project, EGLE must review your municipality's most recent full audit. Please contact Kevin Wojciechowski, Emerging Pollutants Section, Water Resources Division, at [WojciechowskiK@Michigan.gov](mailto:WojciechowskiK@Michigan.gov) or 586-623-2948 to discuss submittal of your audit documentation or if you would like to review the terms and conditions prior to receiving your grant agreement.

Sincerely,

Phil Argiroff, Acting Director  
Water Resources Division  
517-284-5567

cc: Stephanie Kammer, EGLE  
Anne Tavalire, EGLE  
Kevin Wojciechowski, EGLE  
File #2023-3705



604(b) GRANT AGREEMENT  
BETWEEN THE  
MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY  
AND THE  
**Hamburg Township**

This Grant Agreement ("Agreement") is made between the Michigan Department of Environment, Great Lakes, and Energy (EGLE), Water Resources Division ("State"), and the **Hamburg Township** ("Grantee").

The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below. The State is authorized to provide grant assistance pursuant to Section 604(b) of the Clean Water Act. Legislative appropriation of funds for grant assistance is set forth in Public Act 119 of 2023. This Agreement is subject to the terms and conditions specified herein.

**PROJECT INFORMATION:**

Project Name: Hamburg Township PFAS  
Groundwater Testing

Project #: 2023-3705

% of grant state \$0 / % of grant federal 100

Amount of grant: \$115,131.00

PROJECT TOTAL: \$115,131 (grant plus match)

Amount of match: \$0 = 0%

End Date: June 30, 2026

Start Date (executed by EGLE): June 30, 2024

**GRANTEE CONTACT:**

Tony Randazzo, Director of Technical & Utility  
Services

Name and Title

Hamburg Township

Organization

10405 Merrill Road

Address

Hamburg, MI 48139

City, State Zip Code

810-222-1191

Telephone Number

trandazzo@hamburg.mi.us

Email Address

CV0021775

SIGMA VSS Vendor Code

003

Address ID

Federal ID Number

UEI Number

**STATE CONTACT:**

Kevin Wojciechowski, Senior Environmental  
Quality Analyst

Name and Title

Water Resources Division

Division

P.O. Box 30458

Address

Lansing, MI 48909-7958

City, State Zip Code

586-623-2948

Telephone Number

WojciechoskiK@michigan.gov

Email Address

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

**FOR THE GRANTEE:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Tony Randazzo, Director of Technical & Utility Services

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

**FOR THE STATE:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Phil Argiroff, Acting Director, Water Resources Division

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

## **I. PROJECT SCOPE**

This Agreement and its appendices constitute the entire Agreement between the State and the Grantee and may be modified only by written agreement between the State and the Grantee.

(A) The scope of this project is limited to the activities specified in Appendix A and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.

(B) By acceptance of this Agreement, the Grantee commits to complete the project identified in Appendix A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

## **II. AGREEMENT PERIOD**

Upon signature by the State, the Agreement shall be effective from the Start Date until the End Date on page 1. The State shall have no responsibility to provide funding to the Grantee for project work performed except between the Start Date and the End Date specified on page 1. Expenditures made by the Grantee prior to the Start Date or after the End Date of this Agreement are not eligible for payment under this Agreement.

## **III. CHANGES**

Any changes to this Agreement shall be requested by the Grantee or the State in writing and implemented only upon approval in writing by the State. The State reserves the right to deny requests for changes to the Agreement or to the appendices. No changes can be implemented without approval by the State.

## **IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS**

The Grantee shall submit deliverables and follow reporting requirements specified in Appendix A of this Agreement.

(A) The Grantee must complete and submit quarterly financial and progress reports according to a form and format prescribed by the State and must include supporting documentation of eligible project expenses. These reports shall be due according to the following:

<b>Reporting Period</b>	<b>Due Date</b>
January 1 – March 31	April 30
April 1 – June 30	July 31
July 1 – September 30	Before October 10*
October 1 – December 31	January 31

\*Due to the State's year-end closing procedures, there will be an accelerated due date for the report covering July 1 – September 30. The Grantee must submit a report or an

estimate of expenditures before October 10 for the quarter ending September 30 to allow the State to complete its accounting for that fiscal year.

The forms provided by the State shall be submitted to the State's contact at the address on page 1. All required supporting documentation (invoices, proof of payment, etc.) for expenses must be included with the report.

(B) The Grantee shall provide a final project report in a format prescribed by the State. The Grantee shall submit the final status report, including all supporting documentation for expenses, along with the final project report and any other outstanding products within 30 days from the End Date of the Agreement.

(C) The Grantee must provide copies of all products and deliverables in accordance with Appendix A.

(D) All products shall acknowledge that the project was supported in whole or in part by the State, per the guidelines provided by the program.

(E) If twenty-five percent (25%) or more of the grant amount is expended in a single quarter, payment requests may be submitted once monthly during that quarter.

## **V. GRANTEE RESPONSIBILITIES**

(A) The Grantee agrees to abide by all applicable local, state, and federal laws, rules, ordinances, and regulations in the performance of this Agreement.

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this Agreement is not a guarantee of permit approval by the State.

(C) The Grantee shall be solely responsible to pay all applicable taxes and fees, if any, that arise from the Grantee's receipt or execution of this Agreement.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services submitted to the State under this Agreement. The Grantee shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in drawings, designs, specifications, reports, or other services.

(E) The State's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The State's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(F) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the Agreement.

## **V. USE OF MATERIAL**

The State, and federal awarding agency, if applicable, retains a royalty-free, nonexclusive and irrevocable right to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material or research data submitted under this agreement whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the State can use in accordance with this paragraph.

## **VI. ASSIGNABILITY**

**The Grantee shall not** assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

## **VIII. SUBCONTRACTS**

The State reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Agreement. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

## **IX. NON-DISCRIMINATION**

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

## **X. UNFAIR LABOR PRACTICES**

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

## **XI. LIABILITY**

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, or any employee or agent of the Grantee acting within the scope of their employment or agency.

(B) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

## **XII. CONFLICT OF INTEREST**

No government employee, or member of the legislative, judicial, or executive branches, or member of the Grantee's Board of Directors, its employees, partner agencies, or their families shall benefit financially from any part of this Agreement.

## **XIII. ANTI-LOBBYING**

If all or a portion of this Agreement is funded with federal funds, then in accordance with 2 CFR 200, as appropriate, the Grantee shall comply with the Anti-Lobbying Act, which prohibits the use of all project funds regardless of source, to engage in lobbying the state or federal government or in litigation against the State. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers.

If all or a portion of this Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "Lobbying" means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

## **XIV. DEBARMENT AND SUSPENSION**

By signing this Agreement, the Grantee certifies that it has checked the federal debarment/suspension list at [SAM.gov](https://www.sam.gov) to verify that its agents, and its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.
- (2) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of federal or state antitrust



statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).
- (4) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

Each eligible applicant must obtain a Unique Entity Identifier (UEI) and maintain an active registration with the Federal System for Award Management (SAM). The SAM website is: [SAM.gov](https://sam.gov).

## **XV. AUDIT AND ACCESS TO RECORDS**

The State reserves the right to conduct a programmatic and financial audit of the project, and the State may withhold payment until the audit is satisfactorily completed. The Grantee will be required to maintain all pertinent records and evidence pertaining to this Agreement, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records must be maintained for a minimum of five (5) years after the final payment has been issued to the Grantee by the State.

## **XVI. INSURANCE**

(A) The Grantee must maintain insurance or self-insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement.

(B) The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Agreement.

## **XVII. OTHER SOURCES OF FUNDING**

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement must not be financed by any source other than the State under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to immediately refund to the State, the total amount representing such duplication of funding.

## **XVIII. COMPENSATION**

(A) A breakdown of costs allowed under this Agreement is identified in Appendix A. The State will pay the Grantee a total amount not to exceed the amount on page 1 of this Agreement, in accordance with Appendix A, and only for expenses incurred and paid. All other costs necessary to complete the project are the sole responsibility of the Grantee.

(B) Expenses incurred by the Grantee prior to the Start Date or after the End Date of this Agreement are not allowed under the Agreement, unless otherwise specified in Appendix A.

(C) The State will approve payment requests after approval of reports and related documentation as required under this Agreement.

(D) The State reserves the right to request additional information necessary to substantiate payment requests.

(E) Payments under this Agreement may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT at the [SIGMA Vendor Self Service web site](#).

(F) An amount equal to ten percent of the grant award or \$11,113.10 will be withheld by the State until the project is completed in accordance with Section XIX, Closeout, and Appendix A.

(G) The Grantee is committed to the match percentage on page 1 of the Agreement, in accordance with Appendix A. The Grantee shall expend all local match committed to the project by the End Date on page 1 of the Agreement.

## **XIX. CLOSEOUT**

(A) A determination of project completion, which may include a site inspection and an audit, shall be made by the State after the Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Appendix A.

(B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.

(C) The Grantee shall immediately refund to the State any payments in excess of the costs allowed by this Agreement.

## **XX. CANCELLATION**

This Agreement may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by the State and Grantee. The State may honor requests for just and equitable compensation to the Grantee for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the State and the State will no longer be liable to pay the Grantee for any further charges to the Agreement.

## **XXI. TERMINATION**

(A) This Agreement may be terminated by the State as follows.

(1) Upon 30 days written notice to the Grantee:

- a. If the Grantee fails to comply with the terms and conditions of the Agreement, or with the requirements of the authorizing legislation cited on page 1, or the rules promulgated thereunder, or other applicable law or rules.
- b. If the Grantee knowingly and willingly presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.
- c. If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.
- d. If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.
- e. During the 30-day written notice period, the State shall withhold payment for any findings under subparagraphs a through d, above and the Grantee will immediately cease charging to the agreement and stop earning match for the project (if applicable).

(2) Immediately and without further liability to the State if the Grantee, or any agent of the Grantee, or any agent of any subcontract is:

- a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;
- b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;
- c. Convicted under State or federal antitrust statutes; or
- d. Convicted of any other criminal offense that, in the sole discretion of the State, reflects on the Grantee's business integrity.
- e. Added to the federal or state Suspension and Debarment list.

(B) If a agreement is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

## **XXII. IRAN SANCTIONS ACT**

By signing this Agreement, the Grantee is certifying that it is not an Iran linked business, and that its contractors are not Iran linked businesses, as defined in the Iran Economic Sanctions Act,  
2012 PA 517, MCL 129.312.

## **PROGRAM-SPECIFIC CONDITIONS**

### **XXII. DISCLOSURE OF INFORMATION**

All reports and other printed or electronic material prepared by or for the Grantee under the Agreement will not be distributed without the prior written consent of the State except for items disclosed in response to a Freedom of Information Act request, Court Order or subpoena.

### **XXIII. ADVANCES**

Upon written request by the Grantee, the State will make an advance payment for incurred costs greater than ten percent (10%) of the total grant amount. An advance payment does not require a financial status report form but does require a letter requesting the specific dollar amount of the payment as stated in the Agreement.

### **XXIV. QUALITY ASSURANCE/QUALITY CONTROL**

A project-specific Quality Assurance Project Plan (QAPP) must be submitted to the State in accordance with guidance provided by the State Contact indicated on page 1 of this Agreement. Monitoring conducted prior to final State approval of the QAPP will not be reimbursed.]

### **XXVI. PREVAILING WAGE**

This project is subject to the Davis-Bacon Act, 40 U S C 276a, *et seq*, which requires that prevailing wages and fringe benefits be paid to contractors and subcontractors performing on federally funded projects over \$2,000 for the construction, alteration, repair (including painting and decorating) of public buildings or works.

### **XXVII. PREVENTING THE SPREAD OF INVASIVE SPECIES**

The Grantee, their contractors, and volunteers will take steps to minimize the risk of spreading terrestrial and aquatic invasive species during this project and will take measures to prevent spread, where feasible. Selection of project-appropriate measures should be dependent on the type of work being conducted and the specific situation. Examples of such measures may include:

- Avoiding infested areas when possible.
- Conducting field work in upstream areas before downstream areas to decrease the likelihood of carrying species further up into the watershed or visiting highest quality/least invaded sites before invaded sites during a trip.
- Performing basic decontamination steps such as:
  - Visually inspecting and removing any plants or mud from footwear (boots, hip boots, and waders).

- Visually inspecting, removing, and properly disposing of any plants and mud from field equipment (nets, shovels, rakes, etc.) and vehicles (cars, boats, ATVs, etc.).
- Draining all water from boats (motor, live well, bilge, and transom well) and equipment prior to leaving the site and before entering a new waterbody.
- Thoroughly drying boats and equipment (5-7 days, if possible) between sites.
- Disinfecting boats and equipment between sites (e.g., diluted bleach solution or heated pressure washer). Disinfection should be conducted away from surface waters, where the disinfecting solution will not enter any storm sewers and/or surface waters.
  - Typical diluted bleach solution treatment is one-half cup (4 fluid ounces) bleach to 5 gallons of water applied by spraying or sponge, so surface is thoroughly exposed to bleach solution for 10 minutes.
  - Typical heated pressure wash is 140° water temperature sprayed for 5-10 seconds.
- Thoroughly washing vehicles and boats between sites (e.g., drive-through car wash).
- Using only native plants and seed for restorations and best management practices.

If invasive aquatic or terrestrial plants are collected from a site, the Grantee will take steps to minimize the spread of these species. Dispose of invasive plant material by bagging and transporting to a landfill, composting, or burning, as appropriate and in compliance with local and state laws.

The State is asking all grantees to be on the lookout for invasive species that have limited distribution or are not yet known to be established in Michigan. A “Watch List” of Michigan’s high priority aquatic invasive species, along with how to report sightings, can be found at [Michigan.gov/AquaticInvasives](https://Michigan.gov/AquaticInvasives).

## FEDERALLY FUNDED PROGRAM-SPECIFIC CONDITIONS

A maximum of **\$115,131** or **100%** of total disbursements is funded with federal funding. The Catalog of Federal Domestic Assistance (CFDA) title is Water Quality Management Planning and the CFDA number is 66.454. The federal grant number is C600E72723. This Agreement is either partially funded with federal funds from the United States Environmental Protection Agency (USEPA) or used to match a federally funded grant. The Grantee agrees to fulfill conditions that the federal government has imposed on the State as a condition of federal funding as indicated herein and in all appendices. By accepting this Agreement, the Grantee shall comply with all applicable federal statutes and regulations in effect with respect to the period during which it receives grant funding. These regulations include, but are not limited to, the following:

(A) Single Audit. Grantees spending \$750,000 or more in federal funds in their fiscal year shall have a single audit performed in compliance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Section 200.501. This audit must be performed and submitted to the Federal Audit Clearinghouse at [Harvester.Census.gov/FACWeb](https://www.harvester.census.gov/FACWeb) within nine (9) months from the end of the Grantee's fiscal year or 30 days after receiving the report from the auditors. It is the responsibility of the Grantee to report the expenditures related to this Agreement on the Grantee's annual Schedule of Expenditures of Federal Awards. Please fill out attached Certification of Federal Audit Requirements form and return with this signed Agreement.

(B) The Grantee will comply with the Hatch Political Activity Act of 1939, as amended, 5 U.S.C., Sections 7321-7326; and the Intergovernmental Personnel Act of 1970, as amended, 42 U.S.C., Section 4728, Transfer of Functions, which states that employees working in programs financed with federal grants may not be a candidate for elective public office in a partisan election, use official authority or influence to affect the result of an election, or influence a state or local officer to provide financial support for a political purpose.

(C) Payment to Consultants. USEPA participation in the salary rate (excluding overhead) paid to individual consultants by recipients or by a recipient's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule, 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. As of January 1, 2023, the limit is \$703.40 per day and \$87.93 per hour. This rate does not include transportation and subsistence costs for travel performed; the recipient will pay these in accordance with their normal travel reimbursement practices.

Subrecipients with firms for services that are awarded using the procurement requirements in

2 CFR, Part 200, Subpart D, are not affected by this limitation unless the terms of the Agreement

provided the recipient with responsibility for the selection, direction, and control of the individuals who will be providing services under this Agreement at an hourly or daily rate of compensation (see 2 CFR, Part 1500, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Section 1500.9).

(D) Minority Business Enterprises (MBE)/Women's Business Enterprises (WBE) Requirements and Disadvantaged Business Enterprise Rule (DBE).

- (1) Pursuant to 40 CFR, Part 33, Participation by Disadvantaged Business Enterprises in United States Environmental Protection Agency Programs, Subpart E, MBE/WBE reporting is required in annual reports. Reporting is required for assistance agreements where there are funds budgeted for procuring construction, equipment, services, and supplies, including funds budgeted for direct procurement by the recipient or procurement under subawards or loans in the "Other" category.

The subrecipient agrees to complete and submit an "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" report (USEPA

Form 5700-52A) on an annual basis. All procurement actions are reportable.

When completing the annual report, subrecipients are instructed to check the box titled "annual" in Section 1B of the form. For the final report, subrecipients are instructed to check the box indicated for the "last report" of the project in Section 1B of the form. Annual reports are due by October 20 of each year. Final reports are due by October 20 or 60 days after the end of the project period, whichever comes first.

The reporting requirement is based on total procurements. Subrecipients with expended and/or budgeted funds for procurement are required to report annually whether or not the planned procurements take place during the reporting period. If no budgeted procurements take place during the reporting period, the recipient should check the box in Section 5B when completing the form. MBE/WBE reports should be sent to:

[EGLE-WRD-Sigma@Michigan.gov](mailto:EGLE-WRD-Sigma@Michigan.gov)

or

EGLE WRD Administration  
P.O. Box 30458  
Lansing, MI 48909-7958

The current USEPA Form 5700-52A can be found at the USEPA's Office of Small Business Program Web page at [EPA.gov/Resources-Small-Businesses](http://EPA.gov/Resources-Small-Businesses).

This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40 CFR, Part 33, Section 33.502; however, the other requirements outlined in 40 CFR, Part 33, remain in effect, including the Good Faith Effort requirements as described in 40 CFR, Part 33, Subpart C, and detailed below.

- (2) Pursuant to 40 CFR, Part 33, Subpart C, the recipient agrees to make the following six (6) good faith efforts whenever procuring construction, equipment, services, and supplies under a USEPA financial assistance agreement, and to require that subrecipients, loan recipients, and prime contractors also comply. Records documenting compliance with the good faith efforts shall be retained:
  - (a) Ensure DBEs are made fully aware of contracting opportunities practicable through outreach and recruitment activities. For tribal, state, and local

government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

- (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For tribal, state, and local government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- (d) Encourage contracting with a consortium of DBEs when a contract is too large for one firm to handle individually.
- (e) Use the services and assistance of the SBA and the Minority Business Development Agency of the United States Department of Commerce.
- (f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

(E) Civil Rights. The Grantee agrees to comply fully with applicable civil rights statutes.

(F) Subawards. The Grantee agrees to all of the following:

- (1) Establish all subaward agreements in writing.
- (2) Ensure that any subawards comply with the standards in 2 CFR, Part 200, Subpart D, and are not used to acquire commercial goods or services for the recipient.
- (3) Ensure that any subawards are awarded to eligible subrecipients and that proposed subaward costs are necessary, reasonable, and allocable.
- (4) Ensure that any subawards to 501(c)(4) organizations do not involve lobbying activities.
- (5) Monitor the performance of their recipients and ensure that they comply with all applicable regulations, statutes, and terms and conditions that flow down in the subaward.
- (6) Obtain the State's consent before making a subaward to a foreign or international organization, or a subaward to be performed in a foreign country.
- (7) Obtain approval from the State for any new subaward work that is not outlined in the approved work plan.
- (8) Be responsible for selecting its subrecipients and, if applicable, for conducting subaward competitions.

(G) Conflict of Interest Notification. Grantees will contact the State Contact within five (5) days of becoming aware of a conflict of interest. A conflict of interest is an actual or



potential situation that undermines, or may undermine, the impartiality of an individual or entity because their self-interest conflicts, or may conflict, with their duty and obligations in performing a grant. The term also includes situations that create, or may create, an unfair competitive advantage, or the appearance of such, for an applicant in competing for a grant.

(H) Copyrighted Materials. In accordance with 2 CFR, Part 200, Section 200.315, the USEPA has the right to reproduce, publish, use, and authorize others to reproduce, publish, and use copyrighted works or other data developed under this Agreement for federal purposes. Examples of federal purpose include, but are not limited to:

- (1) Use by the USEPA and other federal employees for official Government purposes.
- (2) Use by federal contractors performing specific tasks for the government.
- (3) Publication in USEPA documents provided the documents do not disclose trade secrets (e.g., software codes) and the work is properly attributed to the recipient through citation or otherwise.
- (4) Reproduction of documents for inclusion in federal depositories.
- (5) Use by tribal, state, and local governments that carry out delegated federal environmental programs as “coregulators” or act as official partners with the USEPA to carry out a national environmental program within their jurisdiction.
- (6) Limited use by other grantees to carry out federal grants provided the use is consistent with the terms of the USEPA’s authorization to the grantee to use the copyrighted works or other data.

Under (6), above, the Grantee acknowledges that the USEPA may authorize other grantees to use the copyrighted works or other data developed under this Agreement as a result of the selection of another grantee by the USEPA 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, the USEPA may authorize another grantee to use copyrighted works or other data developed with funds provided under this Agreement to perform another agreement when such use promotes efficient and effective use of federal grant funds.

(I) Electronic and Information Technology Accessibility. Grantees developing electronic and information technology products that includes, but is not limited to, information kiosks and Worldwide Web sites must meet accommodation standards in Section 508 of the Rehabilitation Act of 1973, as amended (36 CFR, Part 1194, Electronic and Information Technology Accessibility Standards) unless such causes undue hardship to the entity involved.

(J) Light Refreshments and/or Meals. The Grantee agrees to obtain prior approval from the State Contact for the use of grant funds for light refreshments and/or meals served at meetings, conferences, training workshops, and outreach activities/events. The Grantee must send requests for approval to the State Contact and include:

- (1) An estimated budget and description for the light refreshments and/or meals to be served at the event.

(2) A description of the purpose, agenda, location, length, and timing for the event.

(3) An estimated number of participants in the event and a description of their roles.

USEPA funding for light refreshments, meals, 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 the USEPA funds are not used to purchase the alcohol.

Note: United States 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, Section 301-74.7).

(K) Drug-Free Workplace. The recipient organization of this Agreement must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in 2 CFR, Part 1536, Requirements for Drug-Free Workplace (Financial Assistance), Subpart B. Additionally, in accordance with these regulations, the recipient organization must identify all known workplaces under its federal awards and keep this information on file during the performance of the award.

(L) Hotel-Motel Fire Safety. Pursuant to 15 U.S.C., Section 2225, Fire Prevention and Control Guidelines for Places of Public Accommodation, if applicable, the recipient 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 of 1990, as amended.

Recipients may search the [Hotel-Motel National Master List](#) at to see if a property is in compliance.

(M) Recycled Paper. When directed to provide paper documents, the recipient agrees to use recycled paper and double-sided printing for all reports that are prepared as a part of this Agreement and delivered to the USEPA. This requirement does not apply to reports prepared on forms supplied by the USEPA or to standard forms that are printed on recycled paper and available through the General Services Administration.

(N) Recycled Products. Consistent with the goals of Section 6002, Federal Procurement, of the Resource Conservation and Recovery Act (RCRA), 42 U.S.C., Section 6962, Federal Procurement, state and local institutions of higher education, hospitals, and nonprofit organization recipients agree to give preference in procurement programs to the purchase of specific products containing recycled materials, as identified in 40 CFR, Part 247, Comprehensive Procurement Guideline for Products Containing Recovered Materials.

Consistent with Section 6002 of the RCRA and 2 CFR, Part 200, Section 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, Part 247, Section 247.2(d), the recipient may decide not to procure such items if they are not reasonably available in a reasonable period, fail to meet reasonable performance standards, or are only available at an unreasonable price.

(O) Trafficking. Grantees, contractors, and subcontractors may not engage in severe forms of trafficking in persons, procure a commercial sex act, or use forced labor in the performance of this Agreement or subcontracts.

(P) Permits. The Grantee must obtain all necessary permits prior to implementation of any activity funded under this Agreement that may fall under applicable federal, state, or local laws. The Grantee must keep documentation regarding necessary permits in their project files.

(Q) Geospatial Data Standards. All geospatial data created must be consistent with Federal Geographic Data Committee endorsed standards. Information on these standards may be found at [FGDC.gov](http://FGDC.gov).

(R) Acknowledgement on Products, Signage, and Announcements via the Public or Media Events. Acknowledgement must be included on all products and follow the [Nonpoint Source \(NPS\) Program Acknowledgement Guidance](#) (Guidance). Signage is required on all construction sites easily viewable by the general public. Construction site and informational signage installed as an outreach component must follow the Guidance. Announcements through the Web or print materials for workshops, conferences, demonstration days, or other events as part of a project must follow the Guidance. In addition, the State Contact must be notified at least 15 working days prior to any public or media events publicizing significant events related to the project to provide the opportunity for attendance and participation by state and federal representatives. See also non-English language in the Guidance.

(S) Executive Pay. Grantees whose gross income in the previous tax year was \$300,000 or more will verify in writing to the State Contact that they are exempt from reporting total compensation of executives required under the Federal Funding Accountability and Transparency Act of 2006, as amended (Transparency Act), as defined in 2 CFR, Part 170, Reporting Subaward and Executive Compensation Information, Section 170.320. This verification is due by the end of the month following the month the State made the grant award. In so doing, the Grantee is stating that:

- (1) They did not in the preceding tax year receive 80 percent (80%) or more of their annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act; and \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act.
- (2) The public has access to information about the compensation of executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; or Section 6104 of the Internal Revenue Code of 1986, as amended.

(T) Management Fees. Consistent with the USEPA's prohibition on management fees, the Grantee will not include management fees in project budgets. Such fees or similar charges refer 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 not allowable under this Agreement.

(U) Patents and Inventions. Rights to inventions made under this Agreement are subject to federal patent and licensing regulations, which are codified at 37 CFR, Part 401, Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements; and 35 U.S.C., Sections 200-212.

Pursuant to the Bayh-Dole Act of 1980 (Bayh-Dole Act), 35 U.S.C., Sections 200-212, the USEPA and the State retain the right to worldwide, nonexclusive, nontransferable, irrevocable, paid-up license to practice the invention owned by this Agreement holder, as defined in the Bayh-Dole Act. To streamline the invention reporting process and to facilitate compliance with the Bayh-Dole Act, the recipient must utilize the Interagency Edison extramural invention reporting system at [iEdison.gov](https://www.edison.gov).

Annual utilization reports must be submitted through the system. The Grantee is required to notify the State Contact when an invention report, patent report, or utilization report is filed at [iEdison.gov](https://www.edison.gov).

(V) Human Subjects. No research involving human subjects will be conducted under this Agreement without prior written approval of the USEPA to proceed with that research. If engaged in human subjects' research as part of this Agreement, the Grantee agrees to comply with all applicable provisions of 40 CFR, Part 26, Protection of Human Subjects. This includes, at Subpart A, Basic EPA Policy for Protection of Subjects in Human Research Conducted or Supported. 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 the USEPA.

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

(W) Recipients are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation;

and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

**Appendix A**  
**Hamburg Township**  
**Emerging Containment Assessment**  
**Project-Specific Requirements**

**Project Understanding and Objectives**

Hamburg Township operates and maintains its own wastewater treatment plant and collection system. The wastewater treatment plant processes an average of 322,000 gallons per day of sewage and is a groundwater discharge plant. The incoming sewage is predominantly from residential users, with less than 10% coming from commercial or industrial customers.

Hamburg Township seeks grant funding to conduct sampling and testing of residential and commercial drinking water wells for Per- and polyfluoroalkyl substances (PFAS). The area to be sampled are wells that are in close proximity to our wastewater treatment plant in an area where the Michigan Department of Environment, Great Lakes, and Energy (EGLE) has requested testing in the past to determine if there are any PFAS compounds present in the drinking water. Environmental justice and climate indicator data is not available at this time.

PFAS has been found in the effluent from our wastewater treatment plant as well as our monitoring wells. We have tested less than ten drinking water wells to date that are near our wastewater treatment plant as requested by EGLE. Fortunately, none of those drinking water wells has had PFAS exceedances of current standards. However, additional testing of the adjacent area will give us more data and allow us to better characterize the existing conditions. The grant will cover the cost of additional sampling and testing in order to provide better data to help understand if there is any PFAS in the groundwater nearby. We will also use the grant to test wastewater samples for PFAS from different parts of our collection system to find out if the PFAS we are receiving is uniform across our system or if there are hot spots or potential point sources. This will be accomplished by taking samples from ten pumping stations in our collection system.

The final data results will be analyzed and shared with EGLE with recommendations for further action in the future if warranted.

**Scope of Work**

We will utilize a third-party contractor (Merit Laboratories) to obtain grab samples from thirty-four residential drinking water wells and one commercial drinking water well that are located within 1,500 ft. of the rapid infiltration beds at our wastewater treatment plant. A map is included on the final page of this grant application that illustrates the testing locations. The samples will then be analyzed at Merit laboratories using Environmental Protection Agency Method (EPA) method 533 for PFAS compounds.

In addition to this, Hamburg Township Department of Public Works personnel will obtain grab samples from eleven Hamburg Township pump stations and send the samples to Merit to be analyzed for forty PFAS compounds using Method 1633. We will also have Merit run a Total Oxidizer Precursor (TOP) analysis on the pump station samples to better understand how many total PFAS precursors there are in the sample as well as diPaPs analysis if needed. This should provide better data by helping with source identification and fate of transport. Additional sanitary sampling after pump stations have been sampled and results are received will be initiated to further delineate where any specific commercial sources may be located in the system.

Hamburg Township DPW staff will also collect grab samples from our effluent at the wastewater plant and the entire monitoring well network. We will take a series of effluent samples at different times of the day and also different days of the week to look for any change in PFAS levels due to fluctuating usage patterns. All of these samples will be analyzed for forty PFAS compounds using Method 1633 and also TOP.

Hamburg Township will hire a contractor to install four more monitoring wells (three deep, one shallow) on the WWTP property near the Huron River to better understand how the groundwater interfaces with the river.

Public outreach will continue by posting PFAS educational information on our website. Our Township Board has also taken a proactive approach to this issue by passing a PFAS support resolution and a PFAS moratorium resolution on any new PFAS generating businesses.

Finally, a site-specific Quality Assurance Projection Plan (QAPP) will be developed based on EGLE guidelines and submitted for approval prior to proceeding with the scope of work.

### **Timetable/Schedule**

- July/August 2024: Submit QAPP
- August-November 2024: Initial sampling and monitoring well installation
- October 10<sup>th</sup>, 2024: Quarterly Status Update Report
- January 31<sup>st</sup> 2025: Quarterly Status Update Report
- February-April 2025: Final sample collection
- April 30<sup>th</sup> 2025: Quarterly Status Update Report
- Analysis of Data and Final Report: May 2025
- July 31<sup>st</sup> 2025: Quarterly Status Update Report
- Education and Public Outreach: Ongoing

**Project Cost**

The attached Project Worksheet summarizes the proposed scope of work and assigns expenses to each task.

Total Grant Request: \$115,131

**Project Personnel**

The Hamburg Township DPW Director will be responsible for the day-to-day coordination of the project. Merit Laboratories will be utilized for the scheduling and collection of the thirty-four residential water wells and also the commercial water well. Hamburg Township DPW personnel will be utilized to collect samples from the collection system pump stations, monitoring wells, and the influent and effluent samples to be taken at the wastewater treatment plant. Merit Laboratories will then be responsible for analyzing all of the samples for PFAS compounds at their laboratory.



**PROJECTED BUDGET  
HAMBURG TOWNSHIP PFAS GROUNDWATER TESTING**

Entity	Merit Laboratories Field S Contractor	Merit Laboratories Lab Testing	Hamburg Township DPW	Total Cost
<b>QAPP Preparation and Grant Administration</b>				
Hamburg Township			\$560	\$560
<b>Monitoring Well Installation</b>				
Contractor	\$25,000			\$25,000
<b>Drinking Water Sampling</b>				
34 Residential, 1 Commercial sample	\$9,868	\$11,025		\$20,893
<b>Sanitary Collection System Sampling</b>				
11 pump stations (includes diPaPs)		\$24,200	\$220	\$24,420
Additional sanitary testing (manholes, retest pump stations, hotspots)		\$16,000	\$441	\$16,441
<b>WWTP Effluent Sampling</b>				
10 samples, 2 per month every other month one weekday and one weekend sample		\$8,000		\$8,000
<b>Monitoring Well Sampling</b>				
20 monitoring wells ( retest four new wells after six months) 24 total tests		\$19,200	\$617	\$19,817
<b>Grand Total</b>				<b>\$115,131</b>