

OFFICE OF THE CHIEF FINANCIAL OFFICER Office of Development and Grants

Coleman A. Young Municipal Center 2 Woodward Avenue, Suite 1026 Detroit, Michigan 48226 Phone 313•628•1258 Fax 313•224•0542 www.detroitmi.gov

January 21, 2025

The Honorable Detroit City Council **ATTN: City Clerk Office** 200 Coleman A. Young Municipal Center Detroit MI 48226

RE: Request to Accept and Appropriate the FY 2025 Public Water Monitoring Grant

The Michigan Department of Environment, Great Lakes, and Energy has awarded the City of Detroit Health Department with the FY 2025 Public Water Monitoring Grant for a total of \$10,300.00. There is no match requirement. The total project cost is \$10,300.00.

The funding allotted to the department will be utilized to conduct inspections at public swimming pools, campgrounds, and noncommunity water supplies. This is a reimbursement grant.

If approval is granted to accept and appropriate this funding, the appropriation number is 21508.

I respectfully ask your approval to accept and appropriate funding in accordance with the attached resolution.

Sincerely,

DocuSigned by: Jerri Daniels

Terri Daniels Director, Office of Development and Grants

DocuSigned by: Matthew Spayth

Office of Budget

CC: Sajjiah Parker, Assistant Director, Grants



RESOLUTION

Council Member_____

WHEREAS, the Health Department is requesting authorization to accept a grant of reimbursement from the Michigan Department of Environment, Great Lakes, and Energy, in the amount of \$10,300.00, to conduct inspections at public swimming pools, campgrounds, and noncommunity water supplies; and

WHEREAS, this request has been approved by the Office of Budget; now

THEREFORE, BE IT RESOLVED that the Director or Head of the Department is authorized to execute the grant agreement on behalf of the City of Detroit, and

BE IT FURTHER RESOLVED, that the Budget Director is authorized to establish Appropriation number 21508, in the amount of \$10,300.00, for the FY 2025 Public Water Monitoring Grant.



LOCAL HEALTH DEPARTMENT GRANT AGREEMENT

BETWEEN THE

MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY

AND DETROIT HEALTH DEPARTMENT

This Grant Agreement ("Agreement") is made between the Michigan Department of Environment, Great Lakes, and Energy (EGLE), **Drinking Water and Environmental Health Division** ("State"), and **Detroit Health Department** ("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 **Michigan Safe Drinking Water Act**, **1076**, **PA 399**. **As amended**; **Natural Resources and Environmental Protection Act**, **1994**, **PA 451**, **as amended**, **Parts 117 and 201**; **Public Health Act**, **1978**, **PA 368**, **as amended**; **and Federal Water Pollution Control Act**, **33 U.S.C. 1251 et seq.** Legislative appropriation of Funds for grant assistance is set forth in **Public Act No. 121 of 2024**. This Agreement is subject to the terms and conditions specified herein.

PROJECT INFORMATION:

Project Name: 2025 LHD Grant

Amount of grant: \$10,300

Start Date: 10/1/2024

% of grant state <u>100</u> / % of grant federal <u>0</u>

End Date: 9/30/2025

GRANTEE CONTACT INFORMATION:

Name/Title: Leah Smith, Director of Administrative Operations Organization: Detroit Health Department Address: 100 Mack Street, 3rd Floor City, State, ZIP: Detroit, MI 48201 Phone Number: (313) 549-3780 E-Mail Address: leah.smith@detroitmi.gov Federal ID Number (Required for Federal Funding): 38-6004606 Grantee UEI Number (Required for Federal Funding): GS94M2VMNMJ3 SIGMA Vendor Number: CV0047752 SIGMA Vendor Address ID: 177

STATE'S CONTACT INFORMATION:

Name/Title: Austin Munro Division/Bureau/Office: Drinking Water and Environmental Health Division Address: PO Box 30817 City, State, ZIP: Lansing, MI 48909-8311 Phone Number: 517-420-1864 E-Mail Address: MunroA1@michigan.gov

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:

| | Denise Fair Razo, Chief Public Health Officer | | |
|----------------|---|------|--|
| Signature | Name/Title | Date | |
| | | | |
| FOR THE STATE: | | | |
| | | | |
| | Eric Oswald, DWEHD Director | | |
| Signature | Name/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/or progress reports according to a form and format prescribed by the State. These reports shall be due according to the following:

| Reporting Period | Due Date |
|-------------------------|------------|
| October 1 – December 31 | January 31 |
| January 1 – March 31 | April 30 |
| April 1 – June 30 | July 31 |
| July 1 – September 30 | October 7* |

*Due to the State's year-end closing procedures, there will be an accelerated due date for the report covering July 1 – September 30. Advance notification regarding the due date for the quarter ending September 30 will be sent to the Grantee. If the Grantee is unable to submit a report in early October

for the quarter ending September 30, an estimate of expenditures through September 30 must be submitted 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.

(B) The Grantee shall provide a final project report in a format prescribed by the State.

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 grant.

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this grant 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 grant.

(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 grant.

VI. USE OF MATERIAL

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the State funded all or a portion of its development.

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 grant 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.

VII. 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 Grant. 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 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. <u>LIABILITY</u>

(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 <u>www.SAM.gov</u> 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.

Federal Funds Only

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: <u>www.SAM.gov</u>.

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 three 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. <u>COMPENSATION</u>

(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.

(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 (<u>https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService</u>).

XIX. <u>CLOSEOUT</u>

(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 grant.

XXI. <u>TERMINATION</u>

(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 grant 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 grant 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 MCL 129.312.

PROGRAM-SPECIFIC BOILERPLATE

XXIII. 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.

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 EGLE project administrator. Monitoring conducted prior to final EGLE 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.

PROJECT-SPECIFIC REQUIREMENTS – APPENDIX A

Title to equipment or other nonexpendable personal property supported in whole or in part by the State with categorical funding and having a unit acquisition cost of less than \$5,000 shall vest with the Grantee upon acquisition. The State reserves the right to retain or transfer the title to all items of equipment and nonexpendable personal property having a unit acquisition cost of \$5,000 or more to the extent that it is determined that the State's proportionate interest in such equipment and personal property supports such retention or transfer of title.

The Grantee, if a Local Health Department, shall comply with the local public health accreditation standards and follow the accreditation process and schedule established by the Michigan Department of Health and Human Services (MDHHS) to achieve full accreditation status. A Grantee designated as "not accredited" may have their State allocations reduced for costs incurred in the assurance of service delivery.

MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY DRINKING WATER AND ENVIRONMENTAL HEALTH DIVISION NONCOMMUNITY WATER SUPPLY PROGRAM (TYPE II PUBLIC) OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025

A. Statement of Purpose

This agreement is intended to establish responsibilities for both the Grantee and the State of Michigan (State) in the conduct of complete noncommunity water supply program services required under the Safe Drinking Water Act, 1976 PA 399, as amended, and the Administrative Rules, hereinafter referred to as "Act 399."

B. Program Budget and Agreement Amount

The Grantee will be paid on a quarterly basis for work in the noncommunity drinking water program. The agreement amount maximum is provided in the *Noncommunity Water Supply Program Allocation Schedule*. All requests for payment must be submitted by the Grantee to the State as described in *F. Reimbursement Schedule*.

C. Requirements – Grantee

The Grantee shall perform the following services, including but not limited to:

- 1. Conduct sanitary surveys, issue water well permits, and have inspections for compliance or enforcement purposes performed by qualified individuals classified as sanitarians or equivalent.
- 2. Assign one individual to be responsible for operational training and reporting aspects of this agreement and to coordinate communication with the assigned State staff.
- 3. Maintain a current inventory and track compliance with operation and maintenance requirements at noncommunity public water supplies within its jurisdiction except for F-level surface water or groundwater under the influence of surface water systems and secondary treatment systems noted in Section F.
- 4. Use the SDWIS State data system, SWIFT and other data system(s) provided by the State.
- 5. Provide program oversight for required water quality monitoring and reporting at noncommunity public water supplies in accordance with Act 399. The water supply owner shall be advised of the applicable monitoring requirements at the time of completion of a sanitary survey, final approval of a water well permit, or the effective date of the requirement. Notices of violation of required monitoring, maximum contaminant level (MCL) violations, or the occurrence of unregulated compounds shall be provided to the owner and the State in a timely manner. Notices of violation shall include the contaminant, public health effects information, specific precautionary measures, and public notice requirements, where applicable, as required in Act 399.
- 6. Ensure that repeat samples are collected promptly where initial sample results indicate a potential violation of State drinking water standards; or where the sample analyses are unreliable due to overgrowth, excessive transit time, thermal preservation requirements are not met, or where the presence of organic chemical contamination is indicated.
- 7. Noncommunity water supplies shall undergo a sanitary survey at least once every five years in accordance with the procedures and regulations established by the State. An accurate and complete sanitary survey form, water well record where available, and transmittal letter to the owner outlining compliance status and

monitoring requirements shall be considered a completed sanitary survey as required in Act 399. Sanitary survey and well record data shall be entered into the program database(s) within 45 days of the survey.

- 8. Provide a notification to the owners of a noncommunity public water supply found to be in noncompliance that includes the deficient items, outlines corrective action, establishes a specific time schedule for making corrections, and establishes an appropriate monitoring schedule, interim precautionary measures, or public notice requirements, where applicable.
- Conduct a reinspection within ten (10) days of the expiration date of the compliance schedule to ensure that violations have been corrected and provide documentation of the results of the reinspection to the owner. If compliance has not been achieved, initiate enforcement in accordance with procedures established by the State.
- 10. Consult with the State in situations where the noncommunity public water supply injects a chemical into the water supply, provides treatment for public health purposes, utilizes a surface water source, or is found to be providing water that exceeds an MCL or contains unregulated organic compounds. Assist treatment operators, review operation reports, and conduct and document in SDWIS or other approved data system (see Staff Reference Manual) site visits for treatment surveillance. The frequency at which treatment surveillance must occur is as follows: D-level treatment such as chemical injection or removal of arsenic or nitrate one (1) visit per year, Continuous Permanent Public Notice posting at certain Nitrate MCL systems with SO6 enforcement action code one (1) visit per year; Arsenic bottled water treatment alternative one (1) visit per three (3) years. In rare instances, if current staff resources suitably trained to conduct surveillance visits are unavailable, the Grantee may make a written request by June 30 to reduce temporarily the number of surveillance visits to be conducted (described in more detail in the Staff Reference Manual).
- 11. Take prompt action to protect the public health and pursue compliance with applicable construction, public notice, and water quality standards when an inspection establishes that sewage, surface water, chemicals, or other serious contamination can gain entrance into the noncommunity public water supply; when there is a confirmed MCL violation; or when a Level 2 Assessment is required at a noncommunity water supply.
- 12. Review permit applications and issue permits prior to the construction of any new or altered noncommunity water well(s) as required in Act 399 and in accordance with procedures established by the State. Noncommunity well permits shall be issued on forms provided by the State. This includes grantee performing source (well) permitting for existing systems listed as F-level groundwater under the influence of surface water systems, with the consultation of the State.
- 13. Complete a review of the Capacity Development Application to determine if each new nontransient noncommunity water system (NTNCWS) demonstrates adequate technical, managerial, and financial capacity (TMF) in accordance with procedures established by the State prior to authorizing construction of the water system. Withhold the construction permit if the owner does not demonstrate adequate TMF capacity in accordance with procedures established by the State.
- 14. Perform at least one post-construction inspection of all new noncommunity water wells for which a permit has been issued. Final inspection and authorization for use of the noncommunity public water supply by the public shall be accomplished in accordance with Act 399 and procedures established by the State. This includes grantee performing source (well) post-construction inspections for existing systems listed as F-level groundwater under the influence of surface water systems, with the consultation of the State.

- 15. Provide the well owner with notification of the results of the final inspection report and status of compliance and establish the appropriate future monitoring schedule as required in Act 399.
- 16. Obtain written requests for deviations from suppliers of water where necessary and evaluate and approve or deny deviations prior to the construction in accordance with procedures established by the State and set forth in R 325.1613 of the Groundwater Quality Control Rules, promulgated pursuant to Part 127, Water Supply and Sewer Systems, of the Public Health Code, 1978 PA 368, as amended (Act 368); and R 325.10809 of the Safe Drinking Water Act, 1976 PA 399, as amended (Act 399) Rules.
- 17. Provide technical assistance and program oversight to noncommunity water supply owners and certified drinking water operators.
- 18. Grantees interested in providing continuing education for certified operators shall:
 - a. Obtain initial prior approval from the State.
 - b. Use the State prepared training modules.
 - c. Distribute and collect evaluation forms from the operators at each session.
 - d. Submit the evaluation forms and participant rosters to the State after each training session is completed.
- 18. Maintain appropriate noncommunity program records, including sanitary surveys, water well permits, records of water sampling, and correspondence as required in Act 399. Maintain individual noncommunity public water supply files indexed according to water supply serial number for each inventoried noncommunity water supply.
- 19. Maintain records for reporting water quality monitoring violations, sanitary survey inspections and compliance status, issuance of water well permits, MCL violations, and issuance of public notices. Requests for payment shall be submitted upon completion of violation determinations and required data entry no later than 15 days following the end of the quarter.
- 20. Notify noncommunity public water supply owners regarding monitoring requirements that includes language clearly stating that they may use any certified drinking water laboratory, including the EGLE laboratory, for compliance monitoring.
- 21. Grantees performing Source Water Assessments (SWA) of NTNCWSs shall:
 - a. Participate in a SWA training event hosted by EGLE.
 - b. Utilize the State prepared form and/or assessment tools.
 - c. Perform an onsite visit and complete the assessment worksheet with the NTNCWS. Performing these during the sanitary survey, water quality investigations or monitoring schedule review, or during water well permitting is preferred.
 - d. Submit the completed assessment documents to the State after each assessment is completed, and no later than 15 days.
- 22. Provide regulatory review as required under the Revised Total Coliform Rule (RTCR), such as tracking and reviewing certified Seasonal Start Up Procedures; reviewing Level 1 Assessments; and performing Level 2 Assessments. Maintain associated data within SDWIS on a quarterly basis.

D. Requirements – State

The State shall perform the following services including, but not limited to:

- 1. Provide noncommunity public water supply data and SDWIS data system information upon request of the Grantee.
- 2. Provide slide presentations and master copies of materials to Grantee's that conduct certified operator continuing education. Provide "train the trainer" workshops and ongoing assistance as needed.
- 3. Provide training and guidance to the Grantee in the form of procedural manuals, rules, policies, handouts, training meetings, joint inspections, and consultations.
- 4. Provide necessary forms or a data management program for sanitary survey reports, water well permits, capacity development, water quality monitoring, reporting of violations, and maintaining survey frequencies.
- 5. Provide program consultation and direct staff assistance where necessary in pursuing compliance with applicable construction, monitoring, treatment, public notice, and water quality standards.
- 6. Provide administrative oversight of the Grantee's noncommunity program to determine whether the work performed is satisfactory according to the terms and conditions of the agreement.
- 7. Assess the status of the Grantee's noncommunity water supply program relative to meeting the agreement requirements and overall program goals and provide a report outlining the assessment with an opportunity for Grantee input.
- 8. Provide for the analyses of water samples at the EGLE Laboratory. Payment of laboratory fees for the analyses of water samples required through the provisions of this agreement will be the responsibility of the water supply owner.
- 9. Provide a listing of all laboratories certified to perform drinking water analyses in Michigan.
- 10. Provide materials to designated Grantee's to perform SWAs at NTNCWS. Provide training to Grantee's and ongoing assistance as needed. Complete the SWA by determining system susceptibility and return completed assessment to the NTNCWS and Grantee.
- 11. State contact for Source Water Assessments is Travis Bauer, Geologist. He may be contacted by telephone at 517-242-4560; by e-mail at BauerT1@michigan.gov; or by mail at EGLE-DWEHD, Environmental Health Section, P.O. Box 30817, Lansing, Michigan 48909-8311. Completed SWA documentation shall be e-mailed to EGLE-EH@michigan.gov, or via future application provided by the State.
- 12. State contact for drinking water supply certified operator continuing education is Brianna Moore, Environmental Quality Analyst. She may be contacted by telephone at 517-899-6955; by e-mail at MooreB15@michigan.gov; or by mail at EGLE-DWEHD, Operator Certification Unit, P.O. Box 30817, Lansing, Michigan 48909-8311. Completed evaluation forms shall be e-mailed to EGLE-EH@michigan.gov and participant rosters shall be e-mailed to EGLE-OTCU-Training@michigan.gov.
- State contact for the Noncommunity Water Supply Program is Dan Dettweiler, Noncommunity Water Supplies Unit Supervisor. He may be contacted by telephone at 517-614-8644; by e-mail at DettweilerD@michigan.gov; or by mail at EGLE-DWEHD, Environmental Health Section, P.O. Box 30817, Lansing, Michigan 48909-8311.

E. Performance/Progress Report Requirements

At the end of each quarter, the Grantee is responsible for quarterly reporting. This includes completion of violation determinations, documentation of enforcement and follow-up actions on violations, sanitary survey

updates, and other required data entry. Deadline is no later than 15 days following the end of the quarter. After data entry is reviewed by the State, a payment request will be processed (see *F. Reimbursement Schedule* below).

F. Reimbursement Schedule

Submit the quarterly Financial Status Report (FSR) form to EGLE-DWEHD-Admin@michigan.gov, in addition to the following:

| Program Activity | Allocation Basis | Payment Request |
|--|--|---|
| Standard (STANDARD AMT) | Inventory based on active transient and nontransient noncommunity water supplies (TNCWS & NTNCWS) in SDWIS | Request for payment for program expenditures incurred during the quarter should be included on the FSR form. Payment subject to EGLE performance review verification. |
| Treatment Operator Assistance (OPER ASST) General Fund | Inventory based on active TNCWS & NTNCWS required to submit monthly operation reports and active supplies recorded in SDWIS as using bottled water for nitrate or arsenic MCLs. | Request for payment for program expenditures incurred during the quarter should be included on the FSR form.Payment subject to EGLE performance review verification. |
| General Fund | Inventory based on active transient and nontransient noncommunity water supplies (TNCWS & NTNCWS) in SDWIS | Request for payment for program expenditures incurred during the quarter should be included on the FSR form. Payment subject to EGLE performance review verification. |

Each quarterly payment will be made by the State upon the Grantee's fulfillment of its responsibilities under this agreement.

F-level surface water or groundwater under the influence of surface water systems and secondary treatment systems are not factored into the Program Activity or Allocation Basis. These TNCWS & NTNCWS are not part of this Grant activity and therefore the Grantee is not responsible:

| Facility Name | County | WSSN |
|-------------------------------------|-----------|-------|
| Spectrum Pennock Hospital | Barry | 70001 |
| William Beaumont | Oakland | 70002 |
| Trinity Health-Ann Arbor Hospital | Washtenaw | 70005 |
| McLaren Flint | Genesee | 70006 |
| Hurley Medical Center | Genesee | 70003 |
| Spectrum United Hospital | Montcalm | 70004 |
| MGM Grand Detroit | Wayne | 70015 |
| Spectrum-Blodgett Hospital | Kent | 70007 |
| Spectrum - Gerber Memorial Hospital | Newaygo | 70008 |

| Spectrum - Zeeland Hospital | Ottawa | 70009 |
|--------------------------------------|------------|-----------|
| Spectrum - Kelsey Hospital | Montcalm | 70010 |
| Spectrum - Ludington Hospital | Mason | 70012 |
| Spectrum - Reed City Hospital | Osceola | 70013 |
| Spectrum - Big Rapid City | Mecosta | 70014 |
| Henry Ford Hospital- Brownstown | Wayne | 70021 |
| Henry Ford Hospital- Jackson | Jackson | 70022 |
| Henry Ford Hospital- Wyandotte | Wayne | 70023 |
| Sparrow Hospital- Eaton (Charlotte) | Eaton | 70024 |
| U of M Northville Health Center | Wayne | 70028 |
| Trinity Health-Brighton | Livingston | 70025 |
| Henry Ford Hospital- West Bloomfield | Oakland | 70027 |
| Trinity-Health Mercy Muskegon | Muskegon | 70029 |
| Papin's Resort | Chippewa | MI2022117 |
| Whalen's Grindstone Shores | Huron | MI2010932 |
| Brownstone Inn | Alger | MI2016902 |
| Pickford EZ Mart | Mackinac | MI2000249 |
| DNR – Fayette State Park | Delta | MI2016421 |
| The Old Club | St. Clair | MI2026074 |
| Fresh Coast Cabins | Keweenaw | MI2004042 |
| Isle Royale – Mott Island | Keweenaw | MI2001742 |
| Isle Royale – Rock Harbor | Keweenaw | MI2001442 |
| Isle Royale – Windigo | Keweenaw | MI2001542 |
| Keweenaw Resort | Keweenaw | MI2001042 |
| Ottawa National Forest | Gogebic | MI2009827 |

G. Accountability

The Grantee shall maintain adequate accounting and employee activity records to reflect that all funds granted under this contract have been expended for the program activities as approved by the State. These records shall be made available upon request for audit by the State. Records must be retained by the Grantee for a period of three (3) years from the date of submission of the final expenditure report or the date of termination. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY DRINKING WATER AND ENVIRONMENTAL HEALTH DIVISION DRINKING WATER LONG-TERM MONITORING PROGRAM OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025

A. Statement of Purpose

This agreement is intended to establish responsibilities for both the Grantee and the State of Michigan (State) in the conduct of completing work for drinking water long-term monitoring. Funding is approved under Part 201, Environmental Remediation, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.

B. Program Budget and Agreement Amount

The Grantee will be reimbursed on a quarterly basis for each drinking water well sampled on the Drinking Water Monitoring List (List) per sample event and associated work. The State will also reimburse the Grantee for all reasonable costs associated with transmitting the water samples/forms to the Department of Environment, Great Lakes, and Energy (EGLE), Drinking Water Laboratory (Laboratory). The agreement amount maximum is provided in the Drinking Water Long-Term Monitoring Allocation Schedule. All requests for payment must be submitted by the Grantee to the State as described in *F. Reimbursement Schedule*.

C. Requirements – Grantee

The Grantee shall perform the following services including, but not limited to:

- 1. Provide qualified staff for completion of all the required activities.
- Collect samples from the drinking water wells identified by the State on the Drinking Water Monitoring List (List). The samples must be collected within the sample collection period prescribed by the State while maintaining a minimum period of time between collections. The minimum time periods between collections are as follows:

| MONITORING PERIOD | MINIMUM TIME BETWEEN COLLECTIONS |
|-----------------------|----------------------------------|
| Quarterly (3 months) | 1 month |
| Triannual (4 months) | 2 months |
| Semiannual (6 months) | 3 months |
| Annual (1 year) | 6 months |
| Biennial (2 years) | 12 months |

- 3. To ensure that data is available to determine funding needs for the next fiscal year, the following minimum sample collections are to be collected prior to September 1, 2025:
 - All samples listed as an annual collection event.
 - At least one round of samples listed as semiannual.
 - At least one round of samples listed as triannual.
 - At least two rounds of samples listed as quarterly.

If Grantee's schedule does not allow for this minimum sample collection timetable, please contact the EGLE, Source Water Unit, Contamination Investigation Program (SWU CIP) designated representative.

- 4. Complete the Laboratory's Request for Water Analysis forms or the analysis forms for other laboratories designated by the State.
- Transport water samples and completed forms for submission to the Laboratory or other laboratory designated by the State. All eligible laboratory costs accrued under the Drinking Water Long-Term Monitoring Program will be the responsibility of the State. Use appropriate preservation and handling techniques for transport of sample(s).
- 6. All postage charges incurred for transport of water samples to the laboratory will be reimbursed by the State with appropriate receipt documentation for the shipping.
- 7. All work must follow the sampling plan detailed on the List. Grantee shall follow sampling protocol provided by the Laboratory, or other United States Environmental Protection Agency certified drinking water laboratories as designated by the State. The Laboratory's protocol for collection, transport, and submission of drinking water samples can be reviewed on the internet at Michigan.gov/EGLELab or contact the SWU CIP designated representative for assistance in understanding the Laboratory's protocol.
- 8. Generate and send health advisory letters after each sampling event to the water well owner and to the water well users if the property is being rented (if known). The letters will meet form and content criteria acceptable to the State. Advisory letters are to be sent within six (6) weeks of receipt of all sample results for a specific site monitoring event. A copy of each advisory letter must be sent to the SWU CIP designated representative. The name of the SWU CIP designated representative appears on the List (see "EGLE CIP Contact"). A copy of each advisory letter and sample result must also be sent to the respective EGLE, Remediation and Redevelopment Division, district office unless otherwise indicated by that district office or to other EGLE program staff as directed by SWU CIP staff.

D. Requirements – State

The State shall perform the following services including, but not limited to:

- Provide the Grantee the List(s). This includes the location of drinking water wells to be monitored and the sample collection frequency for each address. These are organized by drinking water monitoring sites (Site) by Site name.
- 2. Assist Grantee in drafting health advisory letters.
- 3. Instruct Grantee staff on sample collection protocol, when requested.
- 4. Update Grantee with changes for any Site in the Drinking Water Long-Term Monitoring Program. Documented notification of changes, such as additions and deletions of Sites or sample locations within a Site, and changes to sample collection frequency will be made by mail, fax, or electronic mail.
- 5. Provide payment in accordance with the terms and conditions of this agreement based upon appropriate reports, records, and documentation maintained by the Grantee. Review of the documentation and approval of payment will be made by the SWU CIP designated representative on a quarterly basis. The program contact person is Ms. Dana DeBruyn. She may be contacted by telephone at 517-930-6463; by e-mail at debruynd@michigan.gov; or by mail at EGLE-DWEHD, Contamination Investigation Program, P.O. Box 30817, Lansing, Michigan 48909-8311.

Provide any report forms and reporting formats required by the State at the effective date of this agreement, and with any new report forms and reporting formats proposed for issuance thereafter, at least 90 days prior to required usage, to afford the Grantee an opportunity for review and comment.

E. Performance/Progress Report Requirements

The Grantee shall adhere to the terms and conditions of this agreement as demonstrated by appropriate reports, records, and documentation maintained by the Grantee. Reports shall include a list of water wells sampled by Site name and date along with total payment requested, including postage, and copies of the advisory letters if not previously provided.

F. Reimbursement Schedule

The State will reimburse the Grantee \$90 for each sampling event and associated work performed in accordance with the List and designated frequency during the year ending September 30, 2025

Reimbursement shall be requested on a quarterly basis by submittal of required reports to the SWU CIP designated representative and submittal of the quarterly Financial Status Report (FSR) to the email address EGLE-DWEHD-Admin@michigan.gov. The final payment for the fiscal year will be made by the State upon the grantee's fulfillment of its responsibilities under this agreement.

G. Accountability

The Grantee shall maintain adequate accounting and employee activity records to reflect that all funds granted under this contract have been expended for the program activities as approved by the State. These records shall be made available upon request for audit by the State. Records must be retained by the Grantee for a period of three (3) years from the date of submission of the final expenditure report or the date of termination. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY DRINKING WATER AND ENVIRONMENTAL HEALTH DIVISION CAMPGROUND PROGRAM OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025

A. Statement of Purpose

This agreement is intended to establish responsibilities for both the Grantee and the State in the conduct of campground program in accordance with Part 125 of the Public Health Code, 1978 PA 368, as amended (Part 125).

This agreement is also intended to establish responsibilities for both the Grantee and the State in the conduct of issuing temporary campground licenses in accordance with Part 125.

B. Program Budget and Agreement Amount

The Grantee will be provided a Campground Fund allocation to help with the cost of the annual inspection of licensed campgrounds. The Grantee will also be provided an additional General Fund allocation to help administer a campground inspection program of active, but not yet licensed campgrounds. These allocated amounts are based on the active campground inventory at the time of contract.

All requests for payment must be submitted by the Grantee to the State as described in item *F*. *Reimbursement Schedule*.

The Grantee will reimburse the State on an annual basis for the state license fees collected for temporary campground licenses issued during the year by the Grantee's staff or designated representative. The agreement amount is provided in item *F. Reimbursement Schedule*. The State requests for reimbursement are as described in item *F. Reimbursement Schedule*.

C. Requirements – Grantee

The Grantee will conduct an inspection of all licensed campgrounds under its jurisdiction and complete a stateprovided *Campground Inspection Report* (Form EQP1715 and Supplement Form EQP1715-1), or the electronic inspection form once available through MiEHDWIS. The Grantee will also inspect active campgrounds that should be licensed, investigate complaints, and provide compliance assistance to campground owners. Local efforts to educate unlicensed campground owners on the regulations and approval processes should be attempted prior to, or in coordination with, referrals to State program and enforcement staff.

All licensed campgrounds should be inspected when they are open from April through September. Completed inspection reports are to be submitted to the State within two (2) weeks following the inspection.

The Grantee will collect state license fees for temporary campgrounds within its jurisdiction in accordance with the current fee schedule as printed on the application (Form EQP1717). The Grantee will issue or deny the temporary campground license and forward a copy of the approved or denied license to the State. Licenses are to be forwarded to the State within two (2) weeks after the licensing period.

The Grantee will provide a list of temporary campgrounds, that includes campground name and fee category, to the State for review by October 16, 2025.

D. Requirements – State

An active report of licensed campgrounds is updated daily on the Campground Program webpage at Michigan.gov/EGLECampgrounds for Grantee access to the current list of licensed campgrounds. Additionally, the MiEHDWIS Dashboard for LHD Users will display all Active Campground Establishments and Open Inspection Activity information to identify outstanding inspections for each jurisdiction.

The State will provide technical assistance as requested and periodic oversight to the Grantee relative to campground compliance issues. The State's Campground Program shall function as a technical resource to health department staff and campground owners. As needed, the State will provide to the Grantee status reports indicating annual inspection reports received, temporary licenses received, the program fee schedule, and other program guidance.

The contact person is Caterina Stevenson, who may be reached at 517-898-6388; or EGLE-DWEHD-CampgroundProgram@michigan.gov; or at EGLE, Drinking Water and Environmental Health Division, Environmental Health Section, Campground Program, P.O. Box 30817, Lansing, Michigan 48909-8311.

E. Performance/Progress Report Requirements

Submit annual inspection reports through Michigan Environmental Health and Drinking Water Information Systems (MiEHDWIS). Please send e-mail to EGLE-DWEHD-ITApplicationSupport@michigan.gov or contact the Environmental Assistance Center at 800-662-9278 between 8:00 a.m. and 4:30 p.m., Monday - Friday to get started. To utilize MiEHDWIS, a MILogin Third Party account must be created by local health department staff.

Submit issued Temporary Campground Licenses to EGLE-DWEHD-CampgroundProgram@michigan.gov.

F. Reimbursement Schedule

During the grant period of October 1, 2024 to September 30, 2025, the Grantee can request reimbursement of expenses incurred to complete the annual inspection of licensed campgrounds conducted by the Grantee's staff or designated representative, to administer a campground program, and to address inspections of unlicensed campgrounds or other compliance assistance activities up to the combined Campground Fund and General Fund award amount. Please refer to Program Funding – Appendix B at the end of this agreement for award amounts.

Payment shall be requested on a quarterly basis by submittal of the quarterly Financial Status Report (FSR) to the email address EGLE-DWEHD-Admin@michigan.gov. Please include a list of the campgrounds inspected during the quarter.

The State will send an invoice to collect outstanding state temporary campground license fees, less the \$25 portion of the fee, intended for the Grantee for the temporary campground licenses issued by the Grantee's staff or designated representative during the year ending September 30, 2025.

G. Accountability

The Grantee shall maintain adequate accounting and employee activity records to reflect that all funds granted under this contract have been expended for the program activities as approved by the State. These records shall be made available upon request for audit by the State. Records must be retained by the Grantee for a period of three (3) years from the date of submission of the final expenditure report or the date of termination. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY DRINKING WATER AND ENVIRONMENTAL HEALTH DIVISION PUBLIC SWIMMING POOL PROGRAM OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025

A. Statement of Purpose

This agreement is intended to establish responsibilities for both the Grantee and the State of Michigan (State) in the conduct of completing work within the Grantee's jurisdiction in the Public Swimming Pool Program in accordance with Section 12532 of the Public Health Code, 1978 PA 368, as amended.

B. Program Budget and Agreement Amount

The Grantee will be provided a Swimming Pool Fund allocation to help with the cost of the annual inspection of licensed swimming pools. The Grantee will also be provided an additional General Fund allocation to help administer a swimming pool inspection program of actively open, but not yet licensed swimming pools. These allocated amounts are based on the active swimming pool inventory at the time of contract.

All requests for payment must be submitted by the Grantee to the State as described in item *F*. *Reimbursement Schedule*.

C. Requirements – Grantee

The Grantee will conduct an inspection of all public swimming pools under its jurisdiction, investigate complaints, issue closing orders, conduct meetings and/or conferences relative to compliance issues, and complete a *Public Swimming Pool Inspection Report* (Form EQP1735), as provided by the State, other report form approved by the State, or the electronic inspection form once available through MiEHDWIS. Local efforts to educate unlicensed swimming pool owners on the regulations and approval processes should be attempted prior to, or in coordination with, referrals to State program and enforcement staff. This can include, but is not limited to, issuing a formal order or schedule of compliance for obtaining licensure and following up with subsequent closing orders for noncompliance with the order or compliance schedule for the operation of unlicensed swimming pools.

To assist with timely issuance of operation licenses for the following calendar year, pool inspections should be completed prior to the end of September and inspections during the months of October, November and December should be avoided as much as possible.

Completed inspection reports are to be submitted to the State within two (2) weeks following the inspection.

D. Requirements – State

An interactive report of active and licensed swimming pools is updated daily on the Public Swimming Pool Program webpage at Michigan.gov/EGLEPublicSwimmingPools for Grantee access to the current list of swimming pools. Additionally, Active Pool Establishments and Open Inspection Activity information will be provided on LHD User's MiEHDWIS Dashboard to identify outstanding inspections for each jurisdiction.

The State will provide technical assistance and periodic oversight to the Grantee relative to public swimming pool compliance issues when requested. The program contact person is Ms. Starla Walter. She may be contacted by telephone at 517-282-7362; by e-mail at WalterS4@michigan.gov; or by mail at EGLE-DWEHD, Environmental Health Section – Public Swimming Pool Program, P.O. Box 30817, Lansing, Michigan 48909-8311.

E. Performance/Progress Report Requirements

Submit inspection reports and other entity documents through Michigan Environmental Health and Drinking Water Information Systems (MiEHDWIS), a web application. To get started, please send e-mail to EGLE-DWEHD-ITApplicationSupport@michigan.gov or contact the Environmental Assistance Center at 800-662-9278 between 8:00 a.m. and 4:30 p.m., Monday - Friday. To utilize MiEHDWIS, a MILogin Third Party account must be created by local health department staff.

F. Reimbursement Schedule

During the grant period of October 1, 2024 to September 30, 2025, the Grantee can request reimbursement of expenses incurred to complete the annual inspection of licensed swimming pools conducted by the Grantee's staff or designated representative, to help administer a swimming pool program, and to address inspections of unlicensed swimming pools or other compliance assistance activities up to the combined Swimming Pool Fund and General Fund award amount. Please refer to Program Funding – Appendix B at the end of this agreement for award amounts.

If your local jurisdiction is certified by the Department of Environment, Great Lakes, and Energy to conduct initial inspections, the State will reimburse the Grantee on a quarterly basis for initial license swimming pool inspections completed by the Grantee's staff or designated representative during the period of October 1, 2024 to September 30, 2025. The reimbursement for an initial license inspection for a public swimming pool is \$100.

Reimbursement shall be requested on a quarterly basis by submittal of the quarterly Financial Status Report (FSR) to the email address EGLE-DWEHD-Admin@michigan.gov. Please include a list of the public swimming pools inspected during the quarter.

G. Accountability

The Grantee shall maintain adequate accounting and employee activity records to reflect that all funds granted under this contract have been expended for the program activities as approved by the State. These records shall be made available upon request for audit by the State. Records must be retained by the Grantee for a period of three (3) years from the date of submission of the final expenditure report or the date of termination. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY DRINKING WATER AND ENVIRONMENTAL HEALTH DIVISION SEPTAGE PROGRAM OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025

A. Statement of Purpose

This agreement is intended to establish a payment schedule to the Grantee for an initial septage land site inspection, annual land site inspection, septage vehicle inspection, and authorized receiving facility inspection in accordance with Section 324.11716 of Part 117, Septage Waste Servicers, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.

B. Program Budget and Agreement Amount

The Department of Environment, Great Lakes, and Energy (EGLE) will reimburse the Grantee on a quarterly basis according to the following criteria:

| Initial inspection of a septage land site (per site) | \$500.00 |
|--|----------|
| Annual EGLE authorized "active" land site inspection (per site) includes EGLE authorized septage storage facility inspection | \$430.00 |
| Annual or initial inspection of septage vehicles (per vehicle) | \$50.00 |
| EGLE authorized receiving facility inspection | \$100.00 |

The payment for a new land application site and new vehicle shall satisfy the annual inspection requirement. The payment for land sites will be made for one inspection of each site. Please note that each site may contain more than one unit otherwise known as a "field." The site inspection and reimbursement payment include inspection of the EGLE authorized septage storage facility (if applicable).

The payment for septage vehicle inspections will be based on the number of vehicles inspected – one payment only per vehicle.

C. Requirements – Grantee

- 1. The Grantee shall investigate complaints and conduct meetings and/or conferences relative to compliance issues.
- 2. The Grantee shall conduct inspections of all EGLE licensed septage land sites and septage vehicles on an annual basis in accordance with Part 117 and as established in an EGLE Septage Program document entitled "Compliance Inspection Policy." The Grantee shall use their MiEHDWIS Dashboard to identify Open Inspection Activities or EGLE's online Septage Haulers Directory prior to inspection and use current inspection forms provided by EGLE posted on the Septage Program website or electronic inspection report forms available directly through MiEHDWIS. Completed inspection reports are to be submitted to the State within two (2) weeks following the inspection.
- 3. EGLE shall notify the Grantee to conduct inspections of new land application sites and new vehicles. The Grantee shall conduct inspections of new land application sites and new vehicles and submit the material to EGLE's Septage Program within two (2) weeks from the date of receipt of EGLE notification. The inspections are conducted to verify that the new sites, the new septage vehicles, and the servicing methods are in compliance with Part 117. The Grantee shall use current inspection forms provided by EGLE posted on the Septage Program website or electronic inspection report forms available directly through MiEHDWIS.

- 4. The Grantee shall conduct annual inspections of all EGLE authorized septage receiving facilities in their jurisdiction using current inspection forms provided by EGLE or electronic inspection report forms available directly through MiEHDWIS. Completed inspection reports are to be submitted to the State within two (2) weeks following the inspection.
- 5. The Grantee shall conduct inspections of all EGLE authorized septage storage facilities on an annual basis. The Grantee shall use current inspection forms provided by EGLE posted on the Septage Program website or electronic inspection report forms available directly through MiEHDWIS. Completed inspection reports are to be submitted to the State within two (2) weeks following the inspection.
- 6. The Grantee should complete **all** inspections by **August 31, 2025.** Septage inspections during the month of September ought to be avoided as much as possible. However, if necessary, the Grantee may continue to complete inspections until **September 30, 2025.**

Inspection requirement details are outlined in the document entitled, "Compliance Inspection Policy." This policy, inspection checklists, reports and forms are posted on the program website and can be downloaded by clicking on *Local Health Department Information*.

D. Requirements – State of Michigan

EGLE shall provide a current list of permitted land application sites by jurisdiction. This information is available by clicking on *Septage Haulers Directory* located under *Directories* on the program website and searching by county. Additionally, Active Establishment and Open Inspection Activity information will be provided on LHD User's MiEHDWIS Dashboard to identify outstanding inspections for each jurisdiction.

- 1. EGLE shall provide up to date license application materials on the program website available under *License applications, Vehicles, and Land application sites.*
- 2. EGLE shall perform a one-time, detailed review of all <u>new</u> septage waste firm business, vehicle, land site and cropping plan applications to ensure administrative completeness before forwarding them to the Grantee for inspection.
- 3. EGLE shall provide current inspection forms on the program website and electronic inspection report forms available directly through MiEHDWIS. These forms can be downloaded from the program website by clicking on *Local Health Department Information*. The inspection forms include:
 - a. Existing Land Site Inspection Form (EQP5900).
 - b. New Land Site Inspection Form (EQP5970).
 - c. Cropping Plan Form (EQP5928).
 - d. Vehicle Inspection PDF Fillable Form Annual (EQP5901).
 - e. Vehicle Inspection PDF Fillable Form New (EQP5978).
 - f. Septage Waste Receiving Facility Inspection Form (EQP5911).
 - g. Septage Waste Storage Facility Checklist (EQP5966).
- 4. EGLE will provide for the request and receipt of annual cropping plans for all existing land application sites which shall be transmitted to the Grantee. EGLE will make available detailed land application record review and inspection resources necessary to assist the Grantee in their consideration of cropping plans for existing sites within their respective jurisdictions.

- EGLE will provide resources, technical assistance, regional training, and program support as requested by the Grantee. These resources include the <u>Guidance Manual for the Land Application of Septage Waste</u> which can be downloaded from the program website. It can be accessed by clicking on *Land Application Sites*.
- 6. EGLE shall provide program updates and information via the program website's *Program FAQs* (Frequently Asked Questions) and informational mailings. The Grantee will be copied on memos and letters issued to licensed septage businesses.

E. Performance/Progress Report Requirements

Submit inspections and other septage facility documents through Michigan Environmental Health and Drinking Water Information Systems (MiEHDWIS). Please send e-mail to EGLE-DWEHD-ITApplicationSupport@michigan.gov or contact the Environmental Assistance Center at 800-662-9278 between 8:00 a.m. and 4:30 p.m., Monday - Friday to get started. To utilize MiEHDWIS, a MILogin Third Party account must be created by local health department staff.

F. Reimbursement Schedule

Reimbursement shall be requested on a quarterly basis by submittal of the quarterly Financial Status Report (FSR) to the email address EGLE-DWEHD-Admin@michigan.gov. Please attach a list of the Septage Program inspections that were completed during the quarter.

G. Accountability

The Grantee shall maintain adequate accounting and employee activity records to reflect that all funds granted under this contract have been expended for the program activities as approved by the State. These records shall be made available upon request for audit by the State. Records must be retained by the Grantee for a period of three (3) years from the date of submission of the final expenditure report or the date of termination. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

PROGRAM FUNDING - APPENDIX B

Noncommunity Water Supply Program (Type II Public)

- 1. Standard Allocation State Funding Amount: \$0
- 2. General Fund State Funding Amount: \$0*

Drinking Water Long-Term Monitoring

- 1. RRD State Funding Amount: \$0
- 2. General Fund State Funding Amount: \$0

Campground Program

- 1. Campground Fund State Funding Amount: \$25
- 2. General Fund State Funding Amount: \$75*

Public Swimming Pool Program

- 1. Public Swimming Pool Fund State Funding Amount: \$2,850
- 2. General Fund State Funding Amount: \$6,850*
- 3. Public Swimming Pool Fund Initial Inspections Funding Amount: \$500

Septage Program

Septage Fund - State Funding Amount: \$0

*GF 20% BUDGET CHANGE ALLOWANCE

Up to 20% of the general fund allocation from each of the Noncommunity, Campground, or Swimming Pool programs can be moved across those programs by sending a request via email to EGLE-DWEHD-Admin@michigan.gov. We have excluded Long-Term Monitoring and Septage at this time due to the pay-per-sample/inspection reimbursement method. Upon approval of the request, a modified FSR will be sent with the newly approved budget. If you need this information in an alternate format, contact <u>EGLE-Accessibility@Michigan.gov</u> or call 800-662-9278.

EGLE does not discriminate on the basis of race, sex, religion, age, national origin, color, marital status, disability, political beliefs, height, weight, genetic information, or sexual orientation in the administration of any of its programs or activities, and prohibits intimidation and retaliation, as required by applicable laws and regulations. Questions or concerns should be directed to the Nondiscrimination Compliance Coordinator at <u>EGLE-NondiscriminationCC@Michigan.gov</u> or 517-249-0906.

This form and its contents are subject to the Freedom of Information Act and may be released to the public.