

**GRANT AGREEMENT BETWEEN THE SUSQUEHANNA RIVER BASIN  
COMMISSION AND (insert Grantee name) REGARDING CONSUMPTIVE USE  
MITIGATION FUNDING**

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**THIS GRANT AGREEMENT** (agreement number) (Agreement) is made this \_\_\_\_\_ Day of \_\_\_\_\_, 20XX, by and between the Susquehanna River Basin Commission (Commission), 4423 North Front Street, Harrisburg, Pennsylvania, hereinafter referred to as the Commission, and the (grant recipient and address), hereinafter referred to as Grantee. The Commission and Grantee are hereinafter collectively referred to as the Parties. This Agreement begins on July 1, 20XX. Except as provided in Sections II and IV, this Agreement expires on [Date].

The following recitals are a substantive part of this Agreement:

- A. The Commission is the federal interstate agency with the power to develop and effectuate plans, policies and projects relating to the water resources of the basin. (Susquehanna River Basin Compact (Compact) § 3.1)
- B. The Commission may negotiate grants to finance or assist in effectuating any of the purposes of this compact. (Compact § 3.4(7); See Also § 3.4(8))
- C. The Commission has the power to implement projects for the use of water of the basin, for the management and control of water quality in the basin, and that promote sound practices of watershed management in the basin. (Compact §§ 4.1, 5.1(b), and 7.1)
- D. The Commission's regulations regarding review and approval of projects require mitigation for the consumptive use of water. (18 CFR §806.22(b))
- E. In March 2020, the Commission adopted a new Consumptive Use Mitigation Policy (Policy No. 2020-01).
- F. The Commission may enter into contracts and agreements. (Compact § 15.1)
- G. The Commission has allocated funds for this Consumptive Use Mitigation Grant Program.
- H. The purpose of the Commission's Consumptive Use Mitigation Grant Program is to identify, fund, and implement projects to mitigate for regulated consumptive use during critical low flow periods to offset reductions in water availability in order to help protect public health and safety, avoid water use conflicts, prevent water quality impacts, sustain economic production, and support ecological flow needs throughout the Basin.

**I. Eligibility and Purpose**

- A. The Grantee has applied to the Commission for this consumptive use mitigation grant and the application is incorporated herein by reference. The full description of the project is provided as Attachment A, Scope of Work. The Commission has determined that the Grantee is eligible to receive the grant amount listed in Section II.A.
- B. The Grantee may not use funds for goods, services or labor not specified in Attachment B, Budget provided to the Commission. Provided the grant award in Section II.A does not change, this Budget can be amended by the Commission's Director of Administration and Finance as

long as the amendment approval is in writing. Under no circumstances will any funding be provided for ineligible expenses as outlined in the grant program guidelines.

## II. Grant Award

- A. The Commission awards the Grantee a total of \$ [REDACTED].
  - B. Grantee is required to provide matching funds at a minimum of [10% or 25%] of the total grant award, with the minimum satisfied by cash match only. Grantee has agreed to provide the following matching funds for this award:
    1. **Cash match of \$XXX,XXX.XX.** Cash match must be expended within the grant period of performance, which is defined by the grant start date and grant expiration date.
    2. **In-kind match of \$XXX,XXX.XX.** In-kind match, such as donated goods and services, may be counted against the matching fund total, but will not count against the minimum cash match requirement. "In-kind services" are defined in Attachment A, Scope of Work, and must be expended within the grant period of performance as well.
  - C. All money awarded under this Agreement will be payable in the form of advance funding. Advance funding will be distributed according to the terms provided in Section IV, Distribution of Funds and Attachment B, Budget.
- OR -
- C. All money awarded under this Agreement will be payable in the form of reimbursement. Reimbursements will be distributed according to the terms provided in Section IV, Distribution of Funds and Attachment B, Budget.
  - D. It is agreed and understood that the Agreement fund limits are a ceiling and that the Commission will only provide funding under Section IV for the allowable cost of items actually purchased and services actually rendered as authorized by the Commission at or below the fund limitation established herein.
  - E. Grant funds are available for eligible items purchased and services rendered during the grant period of performance. Eligibility for funding under Section IV is conditioned on Grantee and relevant items and services meeting all requirements and criteria provided in this Agreement, including the requirements relating to documentation of expenses paid.
  - F. This Grant is not binding in any way, nor will the Commission be bound, until this document has been fully executed and sent to the Grantee. Any cost incurred by the Grantee prior thereto are incurred at the Grantee's risk.

## III. Scope of Work

Grantee shall perform all Project work in accordance with the Project Scope of Work set forth in Attachment A attached hereto and made a part hereof. See Attachment A – Project Scope of Work. Provided the grant award in Section II.A does not change, this Scope of Work can be amended by the Commission's Director of Administration and Finance as long as the amendment approval is in writing.

**IV. Distribution of Funds**

Except to the extent that the Commission determines otherwise in writing, the Grantee agrees as follows:

Advance Funding

Except for any funding designated for operation and maintenance under Section V, the Grantee may receive advanced working capital only for use in accordance with Attachment A, Scope of Work, based on the availability of funds, upon approval of the Commission, and as follows:

- A. The initial and any subsequent request for working capital shall not exceed 25% of the amount listed in Section II.A, unless otherwise approved by the Commission. Such approval must be in writing and approved by the Commission’s Director of Administration and Finance.
- B. The request for working capital shall be in the form and manner as provided by the Commission.
- C. Upon receipt of working capital funds from the Commission, the Grantee shall promptly deposit working capital funds into an account in a bank or other financial institution that is federally insured and shall assume sole responsibility for the management of said funds in accordance with the terms of this Agreement including, but not limited to, this **Section IV. Distribution of Funds** and **Section XIII. Audit**.
- D. Working capital funds in excess of actual allowable expenditures shall be returned to the Commission no later than 30 days after the end date of the period of performance of this grant.
- E. Each phase of the project shall be completed and accounted for prior to the Commission’s release of additional grant funds to the Grantee, with advanced funding requests to include a progress report covering grant project activities completed, or in progress to date, in a form and manner provided by the Commission. Accounting for the use of advanced funds shall be submitted before or by the report submission deadlines listed below, and shall be in the form and manner as provided by the Commission. The accounting shall also include a statement certifying that the expenses were incurred and were in accordance with the scope of work approved by the Commission.

| Advance Funds Reporting Period |                              | Report Submission Deadline |
|--------------------------------|------------------------------|----------------------------|
| July 1 <sup>st</sup>           | - September 30 <sup>th</sup> | October 31 <sup>th</sup>   |
| October 1 <sup>st</sup>        | - December 31 <sup>st</sup>  | January 31 <sup>th</sup>   |
| January 1 <sup>st</sup>        | - March 31 <sup>st</sup>     | April 30 <sup>th</sup>     |
| April 1 <sup>st</sup>          | - June 30 <sup>th</sup>      | July 31 <sup>st</sup>      |

- F. Any expenditure charged to this grant by the Grantee shall not be included as a cost to any other federal or state award or grant.

- OR -

### Reimbursement

- A. Subject to the availability of Commission funds and other terms and conditions of this Grant, the Commission will make payments to the Grantee based upon reimbursement requests received from the Grantee and in accordance with the proposed Scope of Work and Budget as set forth in Attachments A and B, respectively. The Commission reserves the right to retain an amount equal to 10% of the maximum dollar amount of the Grant for the final payment, which will be made after all terms and conditions of this Grant have been met and all items in the Scope of Work have been satisfactorily completed.
  - 1. Under no circumstances shall the Commission be liable for any expenditure exceeding the amount stated in this Grant or any attachments thereto.
  - 2. The Commission shall have the right to disapprove any expenditure made by the Grantee which is not in accordance with the terms of this Grant and the Commission may adjust payment to the Grantee accordingly.
- B. An invoice for the reimbursement of costs for eligible items purchased and services rendered, and in accordance with the scope of work, shall be submitted to the Director of Administration and Finance in the form and manner provided by the Commission no more frequently than monthly and no less frequently than quarterly. Costs included in the invoice shall be supported by receipts and/or invoices endorsed "Paid", and detailed records of labor, including hours charged to the Grant. The Commission shall pay valid invoices within thirty (30) days of receipt.

### **V. Operation and Maintenance Funding**

- A. To the extent that any portion of the awarded funds is required for ongoing operation or maintenance requirements that will or are likely to extend beyond the term and scope of the primary project, including, but not limited to, repair, upkeep, monitoring, inspection, and operation, those requirements are identified in Attachment A, Scope of Work, in addition to a schedule and work structure for their application.
- B. Grantees are fully responsible for the proper and efficient monitoring, operation and maintenance of the project.
- C. The total amount of operation and maintenance funding provided is identified in Attachment B, Budget and is not to exceed 20% of the total awarded funds.
- D. All money provided under this Agreement for operation and maintenance requirements will be payable in the form of reimbursement. Reimbursements will be distributed according to the terms provided in item F, below, and Attachment B, Budget.
- E. Under no circumstances will funding be provided for operation or maintenance requirements for more than twenty (20) years. The conclusion of the primary project notwithstanding, any provision of this Agreement related to the performance of this **Section V**, including, but not limited to, **Section XII Audit**, and **Section XIII Access** shall remain in effect until at least the conclusion of the operation and maintenance term specified in Attachments A and B or twenty (20) years from the date of execution of this Agreement has elapsed, whichever increment is less.

#### F. Distribution of Operation and Maintenance Funds

1. Subject to the availability of Commission funds and other terms and conditions of this Grant, the Commission will make payments to the Grantee based upon reimbursement requests received from the Grantee and in accordance with the proposed Scope of Work and Budget as set forth in Attachments A and B. The Commission reserves the right to retain an amount equal to 10% of the maximum dollar amount of the Grant for the final payment, which will be made after all terms and conditions of this Grant have been met and all items in the Scope of Work have been satisfactorily completed.
  - a. Under no circumstances shall the Commission be liable for any expenditure exceeding the amount stated in this Grant or any attachments thereto.
  - b. The Commission shall have the right to disapprove any expenditure made by the Grantee which is not in accordance with the terms of this Grant and the Commission may adjust payment to the Grantee accordingly.
2. An invoice for the reimbursement of costs for eligible items purchased and services rendered, and in accordance with the scope of work, shall be submitted to the Director of Administration and Finance in the form and manner provided by the Commission no more frequently than quarterly and no less frequently than annually. Costs included in the invoice shall be supported by receipts and/or invoices endorsed "Paid", and detailed records of labor, including hours charged to the Grant. The Commission shall pay valid invoices within thirty (30) days of receipt.

G. Operation and maintenance activities shall be considered a separate aspect of the project for the purposes of **Section XIX(f) Final Report** and shall require a separate activity summary in the form and manner provided by the Commission to be included with any invoice for the reimbursement of costs.

#### VI. Davis-Bacon Act and Pennsylvania/New York/ Maryland Prevailing Wage Requirements

The Susquehanna River Basin Commission ("Commission") was established by the United States Congress in 1971 through adoption of the Susquehanna River Basin Compact (commonly cited as Pub. L. 91-575; 84 Stat. 1509 et seq.). The signatory parties of the Commission include The United States of America, the States of Maryland and New York, and the Commonwealth of Pennsylvania. As such, grant funds received from the Commission may carry with it the obligation to pay prevailing wages. The Grant recipient shall consult the statutes and authorities below to determine whether prevailing wages must be paid. Grantees that fail to abide by any applicable prevailing wage law do so at their own risk.

- A. The Federal Davis-Bacon Act, 40 U.S.C. §3141 *et seq.* ("Davis-Bacon") applies to contractors and subcontractors performing work on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Laborers and mechanics employed under covered contracts must be paid no less than the locally prevailing wage and fringe benefits for corresponding work on similar projects in the area as determined by the Secretary of the Department of Labor.

- B. The Pennsylvania Prevailing Wage Act, §165-1, *et seq.* applies to construction work in excess of \$25,000, done under contract and paid for in whole in part with public funds. Such work includes construction, reconstruction, demolition, alteration and/or repair work other than maintenance work. Any questions as to prevailing wage obligations and whether they apply to your project should be directed to the Pennsylvania Department of Labor & Industry (“L&I”), Bureau of Labor Law Compliance at (717) 705-7536. Grantee may seek a written determination letter from L&I.
- C. The New York State Labor Law, Articles 8 provides that no laborer, worker or mechanic, in the employ of a contractor or subcontractors, shall be paid less than the rate of wages prevailing in the same trade or occupation in the locality within the state where such public work is to be situated, erected or used. Prevailing Wage Schedules are issued for “General Construction Projects” on a county-by-county basis. Wage schedules are to be obtained from the Bureau of Public Work.
- D. The Maryland Prevailing Wage Law, Md. Code Ann, State Fin. & Proc. §17-201 *et seq.* applies to construction of a structure or work, including a bridge, building, ditch, road, alley, waterworks, or sewage disposal plant for public use or benefit or is paid for wholly or partly by public money. Construction includes building, reconstructing, improving, enlarging, painting and decorating, altering, maintaining and repairing. Wage determinations are made by the Commissioner of Labor and Industry.

**VII. Notice**

All notices required to be given, by either Party to the other, shall be deemed fully given when made in writing and received by the Parties at their respective addresses:

|                                    |                  |
|------------------------------------|------------------|
| General Counsel                    | NAME             |
| Susquehanna River Basin Commission | GRANTEE          |
| 4423 North Front Street            | ADDRESS          |
| Harrisburg, PA 17110               | CITY, STATE, ZIP |

**VIII. Indemnification**

With regard to any claim, protest, or litigation arising from or related to the Grantee’s performance in connection with or incidental to this Agreement, Grantee agrees to defend, indemnify, protect, and hold the Commission and its agents, officers, Board members, and employees harmless from and against any and all claims, including, but not limited to prevailing wage claims against the Grantee or its subgrantees, asserted or established liability for damages or injuries to any person or property, including injury to the Grantee’s or its employees, agents, or officers, which arise from or are connected with or are caused or claimed to be caused by the negligent, reckless, or willful acts or omissions of the Grantee and its agents, officers, or employees, in performing the work or services herein, and all expenses of investigating and defending against same, including attorney fees and costs; provided, however, that the Grantee’s duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the Commission, its Board of Commissioners, agents, officers, or employees.

Further, the Grantee shall be aware of and assume full responsibility for compliance with all Federal, State and local laws, ordinances and regulations, including but not limited to those governing, relating or referring to employment of labor, hours of work, workers' compensation, unemployment compensation, safety and health, environmental protection, working conditions, payment of wages or benefits, deductions for taxes, etc. Grantee agrees, to the fullest extent permitted by law, to indemnify, defend and hold the Commission harmless from and against any and all damages and claims arising or resulting from, relating to, or in connection with, the failure to comply with said laws, ordinances and regulations for work performed under this Agreement.

#### **IX. Ongoing Obligations and Rights and Remedies Upon Breach**

- A. The Parties agree that if the Grantee breaches or threatens to commit a breach of any of the provisions of this Agreement, the Commission shall be entitled to a refund of any funds distributed under the terms of this Agreement, which right and remedy shall be independent of any other and individually enforceable, and which right and remedy shall be in addition to, and not in lieu of, any other rights and remedies available to the Commission under law or in equity.
- B. In the event that it becomes necessary for the Commission to file suit to enforce these provisions, the Commission shall be entitled to recover, in addition to all other remedies or damages, reasonable attorney's fees incurred in such suit and fixed by a court of competent jurisdiction.

#### **X. Choice of Law**

This Agreement shall be governed by and construed pursuant to the laws of the Commonwealth of Pennsylvania, without application of its internal conflicts of law provisions and interpreted accordingly. Any dispute arising from the operation of this Agreement shall be litigated in the appropriate United States District Court.

#### **XI. Termination**

- A. The Commission may terminate the Agreement in whole, or in part, at any time prior to the completion of the period of performance of this grant. Upon receipt of such notice, the Grantee shall, unless the notice directs otherwise, immediately discontinue all work and services.
  - 1. Whenever it is determined in the Commission's discretion that the terms and conditions of this Agreement have not been met. Notification in writing of the termination, with effective date, will be made by the Commission. Payment or recoveries by the Commission shall be in accordance with the legal rights and obligations of the parties; or
  - 2. In the event that anticipated funds are not obtained or continued at a sufficient level; or
  - 3. At the discretion of the Commission upon written notification to the Grantee with effective termination date. Payments or recoveries by the Commission shall be in accordance with the legal rights and obligations of the parties.
- B. At any time, the Commission reserves the right to offset, withhold, deobligate, or recoup grant funds or payments for grant expenditures if the Commission determines that there has been a violation of this Agreement by the Grantee or if the Commission determines that the Grantee expenditures are or were not eligible, proper, or allowable.

## **XII. Audit**

- A. The Grantee shall give the Commission and its audit contractor access to, and the right to examine, all records and documents that are related to the grant. The Grantee shall permit access to facilities, personnel, and other individuals and information that the Commission may determine is necessary. The Grantee shall comply with any compliance review conducted by the Commission.
- B. The Grantee shall establish internal personnel safeguards that will prohibit employees, contractors, agents, members, or representatives from using their positions for a purpose that creates, or gives the appearance of creating, a desire for private gain for themselves or for others, particularly those persons who have a family, business, or other ties to the employee, contractor, agent, member, or representative.

## **XIII. Access**

The Grantee or any other person representing the Grantee shall allow authorized employees or agents of the Commission, without advance notice, at any reasonable time and upon presentation of appropriate credentials, and without delay, to have access to and to inspect all areas where the project identified in Attachment A, Scope of Work is being constructed, operated, or maintained, or otherwise exercise all investigative powers authorized under Commission Regulation 18 CFR §808.12.

## **XIV. Assignment, Transfer, Collateral Use**

This Grant shall be binding upon and inure to the benefit of the Commission, the Grantee, and their respective successors and assigns, except that the Grantee may not assign or transfer its rights hereunder without the prior written consent of the Commission. Approval of an assignment does not establish any legal relationship between the Commission and any other third party, and under no circumstances shall the Commission be held liable for any act or omission committed pursuant to such an assignment.

## **XV. Independent Contractor**

Notwithstanding anything contained herein to the contrary, the rights and duties hereby granted to and assumed by the Grantee are those of an independent contractor only. It is agreed that the Grantee (1) is retained as an independent contractor, and not as an employee or agent of the Commission, and (2) does not have authority to act on behalf of the Commission.

Nothing contained herein shall be so construed as to create an employment, agency, joint venture or partnership relationship between the Commission and the Grantee.

## **XVI. Bidding Requirements**

If the Grantee is a political subdivision or other entity for which open and competitive bidding procedures have been established by law, the Grantee shall comply with those procedures if they are applicable to the project being funded with the grant funds.

If the Grantee does not have established bidding procedures, the Commission requires that contracts for the construction, reconstruction, or improvement of any facility that are anticipated to cost in excess of \$50,000, and contracts for the purchase of services, supplies, equipment, and



materials in excess of \$25,000, must be competitively bid or at least three quotes must be obtained, and the least cost quote from a qualified bidder must be selected.

The Commission may suspend and waive the provisions outlined above, in writing, upon request by the Grantee for good cause shown.

The Commission may require the Grantee to submit proof of compliance with said procedures, and failure to provide such proof to the satisfaction of the Commission may result in termination of the Grant and repayment of all or a portion of the funds available under this Grant. Upon written request and for good cause shown, the Commission may, at the Commission's sole discretion, permit the Grantee to use an alternative procedure for solicitation of bids not inconsistent with law.

## **XVII. Insurance Requirements**

Grantee represents and warrants that it has and will maintain during the term hereof commercially reasonable policies of insurance, including:

- A. Workers Compensation Insurance at statutory limits and;
- B. Comprehensive General Liability Insurance, including bodily injury and property damage insurance, to protect the Commission and the Grantee from claims arising out of the performance of the Grant. The amount coverage shall not be less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. The amount of property damage insurance shall not be less than \$500,000 per occurrence. If the policy is issued for bodily injury and property damage combined, the amount shall not be less than \$1,500,000 per occurrence.
- C. Insurance certificates evidencing such policies in the required amounts and naming the Commission as an additional insured must be provided to the Commission no later than 30 days after the executed grant agreement. Grantees must submit annual insurance renewals no later than 30 days after the renewal is executed for the life of the agreement, and;
- D. The Grantee will name the Commission as an additional insured on such policies.

## **XVIII. Integration and Amendment**

The Grant Agreement, including all referenced documents and attachments, constitutes the entire agreement between the parties. No agent, representative, employee or officer of either the Commission or the Grantee has authority to make, or has made, any statement, agreement or representation, oral or written, in connection with the Grant Agreement, which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions unless otherwise explicitly stated within the agreement. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of the Grant Agreement. Except as provided in Section III, no modifications, alterations, changes, or waiver to the Grant Agreement or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both parties.

## **XIX. Other Requirements**

- A. Small Diverse Business Requirements – It is the policy of the Commission that Small Diverse Businesses (SDBs), including Minority-Owned and Women-Owned Small Business Enterprises, shall have the maximum feasible opportunity to participate in the performance of

Commission grants. The Grantee shall comply with any use of SDBs outlined in its grant application. In addition, the Grantee agrees to use its best efforts to carry out this SDB Policy through award of any additional subcontracts to SDBs certified by the Commonwealth of Pennsylvania to the fullest extent consistent with the efficient performance of the Grant. The term Small Diverse Business is defined as meeting the definition in 4 Pa. Code § 58.302. The Grantee shall comply with 2 CFR Part 200.321 and the requirements of Executive Order No. 12432, Minority Business Enterprise Development, issued July 14, 1983, and all rules and regulations promulgated for its implementation.

B. Conflicts of Interest – A conflict of interest or the appearance of a conflict of interest has the potential to negatively impact the Commission’s reputation for excellence and integrity in carrying out its mission. Therefore, the following provisions shall be applicable to the Grantee with a potential conflict of interest:

1. Disqualification.

- a. In dealing with a conflict of interest, or a potential conflict of interest, Grantee and the Commission have the following options: (i) eliminating the conflict; (ii) terminating the contract, or (iii) disqualifying the Grantee from a particular matter (either voluntarily or upon being directed to do so after disclosure to the Commission of the conflict of interest or potential conflict of interest). Any refusal by the contractor to voluntarily exercise one of these options where the Commission has, as provided below, determined that a conflict of interest exists, may result in an involuntary termination of the contract by the Commission. If the Grantee’s participation in a particular matter would cause a reasonable person to question their impartiality, the Grantee should recuse him or herself, unless (upon disclosure) continued participation is authorized as provided below.
- b. Though they may not be the exclusive source of a conflict of interest, relationships that may give rise to a financial conflict or question of impartiality include the following:
  - i. a person (defined as any legal entity) for whom the Grantee currently serves or seeks to serve as an officer, director, trustee, general or limited partner, agent, attorney, consultant, contractor, or employee, or has an ownership interest greater than 1%;
  - ii. a person for whom the Grantee has served as an officer, director, trustee, general or limited partner, agent, attorney, consultant, contractor, or employee;
  - iii. a person with whom the Grantee is negotiating for or has an arrangement concerning prospective employment;
  - iv. a family member (for purposes of this section, defined to be a spouse, child, sibling, parent or parent-in-law) of the Grantee; or
  - v. a person for whom the Grantee’s family member serves or seeks to serve as an officer, director, trustee, general or limited partner, agent, attorney, consultant, contractor, or employee.

2. Disclosure.

Any Grantee that is involved in any matter of Commission business involving a conflict of interest or potential conflict of interest pursuant to the financial interest or impartiality guidance set forth above is directed to make a written disclosure of same to the Commission's Director of Administration and Finance.

The Director of Administration and Finance, in consultation with the Executive Director and legal counsel, shall make a determination of recusal, continued participation, or such other action as may be appropriate, consistent with this agreement.

Notwithstanding the options set forth above in paragraph 1., the Commission reserves the right to impose any appropriate remedy up to and including termination of contract, if it determines that the level of conflict of interest, or appearance of conflict of interest, is of such magnitude to render ineffective the Grantee's services to the Commission, or otherwise impugn the integrity of the Commission. The Commission shall not be liable for any damages relating to termination of contract under such circumstances other than payment for services up to the time of termination.

- C. In accordance with all applicable state and federal laws, regulations or executive orders, the Grantee shall not discriminate against any employee, applicant for employment, independent contractor, or any other person because of race, color, religious creed, ancestry, national origin, age, gender, sexual orientation or handicap. The Grantee's obligations pursuant to this provision are ongoing from and after the effective date of the contract through the termination date. Accordingly, the Grantee shall have an obligation to inform the Commission if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in a violation of this provision.
- D. Restrictions on Lobbying – Grantees are strictly prohibited from using funds under this grant agreement for lobbying activities.
- E. Public Access to Records – The Commission's Public Access to Records regulation, 18 CFR § 801.14, applies to this Agreement. The Commission, as an independent compact agency, is not subject to any of its member jurisdictions' laws regarding public access to records. Nevertheless, the Commission wishes to assure, to the maximum extent practicable, the availability of Commission records consistent with the Susquehanna River Basin Compact.
- F. Project Records – The Grantee must maintain full and accurate records with respect to the project and must ensure adequate control over related parties in the project. The Commission requires the applicant provide access to such records, as well as the ability to inspect all work, invoices, materials, and other relevant records at reasonable times and places. Upon request of the Commission, the Grantee must furnish all data, reports, contracts, documents, and other information relevant to the project. Records must be maintained for a period of seven years from the completion date of the project.
- G. Final Report – Grantees must provide a final report at the completion of the grant project in the form and manner provided by the Commission. The final report is not contingent on the completion of any planned operation and maintenance activity contemplated under **Section V** but will require a description of such planned activity, including a copy of the relevant section of Attachment B, Budget.

- H. Maintenance of Easements – Grantees must provide for or ensure any necessary easements, rights-of-way, and landowner commitments to allow project access.
- I. Public Dissemination of Information – Grantee hereby authorizes and gives permission for the Commission to use the information provided in the Grantee’s application materials and associated with any subsequent project activity, including but not limited to, the work outlined in Attachment A, Scope of Work, and excluding any confidential information, in connection with promotional materials to the media or the public relating to Grantee’s relationship with the Commission and the Consumptive Use Mitigation Grant Program. Promotional materials may include, but are not limited to, press releases, website posts, blogs, videos, social media, emails, articles in newspapers or other periodicals, podcasts, pictures, photographs and digital media.
- J. Necessary Permits – Grantee is responsible for obtaining and maintaining all necessary permits and/or approvals required for the project outlined in Attachment A from other federal, state or local government agencies having jurisdiction over the project. The Grantee shall furnish any such permits and approvals to the Commission upon request.

**XX. Signatures**

The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date written above.

SUSQUEHANNA RIVER BASIN COMMISSION

GRANTEE

\_\_\_\_\_  
**ANDREW DEHOFF**

**Executive Director**

\_\_\_\_\_  
**FULL NAME**

**Title**

BUDGET AND FINANCE APPROVAL:

Witness:

\_\_\_\_\_  
**MARCIA HUTCHINSON**

\_\_\_\_\_  
**FULL NAME**

APPROVED AS TO LEGALITY AND FORM:

\_\_\_\_\_  
JASON OYLER, ESQ.