

GRANT AGREEMENT BETWEEN THE SUSQUEHANNA RIVER BASIN COMMISSION
AND [GRANT Awardee] REGARDING STREAM & WATERSHED ENHANCEMENT
GRANT FUNDING

THIS GRANT AGREEMENT SWE-XX (Agreement) is made this ____ Day of _____, 2027, by and between the Susquehanna River Basin Commission (Commission), 4423 North Front Street, Harrisburg, Pennsylvania, hereinafter referred to as the Commission, and [Grant Awardee], hereinafter referred to as Grantee. The Commission and Grantee are hereinafter collectively referred to as the Parties. Except as provided in Section IV, this Agreement expires on December 31, 2027.

The following recitals are a substantive part of this Agreement:

- A. The Susquehanna River Basin Compact (“Compact”) provides that the Commission shall “promote and aid the coordination of the activities and programs of Federal, state, municipal, and private agencies concerned with water resources administration in the basin.” (§ 3.7)
- B. The Compact allows that the Commission may “[a]dvise, consult, contract, financially assist, or otherwise cooperate with any and all such agencies.” (§ 3.7(1))
- C. The Commission may enter into contracts and agreements. (§ 15.1)
- D. The Commission has allocated funds for this Small Watershed Enhancement Grant Program.
- E. The purpose of the Stream & Watershed Enhancement Grant Program is to provide funds for the improvement, restoration or protection of one or more watersheds within the Susquehanna River Basin (Basin), including operational or financial support for watershed volunteer, membership, or outreach events in the Basin.

I. Eligibility and Purpose

- A. The Grantee has applied to the Commission for this Stream & Watershed Enhancement Grant and the application is incorporated herein by reference. The Commission has determined that the Grantee is eligible to receive the grant amount listed in **paragraph II(A)**.
- B. Eligible costs include goods, services and labor necessary to achieve the purpose of the grant, stated above in **recital E**, including, but not limited to, direct project implementation costs in addition to select indirect costs such as contracting services, expansion of partnerships, equipment rentals and purchase, and food purchasing for volunteer outreach events.
- C. Ineligible costs include routine regulatory obligations, land development projects, lobbying, litigation, fees for securing other financing or associated with bad debts, interest on borrowed funds, illegal activities or substances, costs associated with personal expenses of board members and/or officers/staff, application preparation fees, and other costs incurred prior to the award of grant funds.

D. The Grantee must use funds for specific, eligible goods, services or labor identified in the application provided to the Commission and incorporated by reference into this agreement. Any modification to the goods, services or labor identified in the application must be requested from the Commission in writing; approval must be obtained, in writing, from the Director of Administration and Finance before said modifications will be considered finalized and may be implemented. Under no circumstances will reimbursement be provided for ineligible or unapproved expenses.

E. The Grantee must commence the project identified in its application within a reasonable amount of time. Said project must subsequently be completed without unreasonable delay, but in any case, no later than December 31, 2027. Requests for extensions must be submitted to the Commission in writing; any approvals will be granted by the Commission at its discretion and in writing by the Director of Administration and Finance. Breach of any of the individual provisions of these **paragraphs I(D) and I(E)** renders the Grantee subject to any of the penalties identified in **paragraphs IV(C) – (F)** and constitutes grounds for revocation of the grant award.

II. Grant Award

A. The Commission awards the Grantee a total of \$XX.

B. 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 III, Distribution of Funds.

C. It is agreed and understood that the Agreement fund limits are a ceiling and that the Commission will only reimburse the allowable cost of items actually purchased and services actually rendered as authorized by the Commission at or below that fund limitation established herein.

D. Grant funds are available for eligible items purchased and services rendered between September 15, 2026 and December 31, 2027. Eligibility for reimbursement 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 listed in **Section III, Distribution of Funds**.

III. Distribution of Funds

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

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 activities and goods identified in its application.

1. Under no circumstances shall the Commission be liable for any expenditure exceeding the amount stated in this Grant or the application.

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 goods, services and labor identified in the application, shall be submitted to the Director of Administration and Finance in the form and manner provided by the Commission. Costs included in the invoice shall be supported by receipts and/or invoices endorsed "Paid", and detailed records of labor. The Commission shall pay valid invoices within thirty (30) days of receipt.

IV. Access, Ongoing Obligations and Rights and Remedies Upon Breach

A. 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 all areas where the project occurs. Said access shall include the right of authorized employees or agents of the Commission to generate promotional materials related to the project, including, but not limited to, videos, photographs and written descriptions, in accordance with **Section VII. Sharing Information**.

B. The Grantee acknowledges that failure to abide by the terms of this agreement or the Commission's rules and regulations renders the Grantee subject to any of the penalties identified in these **paragraphs IV(C)-(F)** and may bar the Grantee from eligibility for any future grants offered by the Commission.

C. 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.

D. 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.

E. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

F. If there are any court proceedings arising out of or relating to this Agreement or the transactions contemplated hereby, such proceedings shall be brought and tried in, and the Parties hereby consent to the jurisdiction of, the United States District Court for the Middle District of Pennsylvania.

V. 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

Susquehanna River Basin Commission

4423 North Front Street

Harrisburg, PA 17111

Signatory Party Name

Grantee

Grantee Address

VI. Liability

Each party agrees to pay for any loss, liability or expense, which arises out of or relates to its acts or omissions with respect to its obligations hereunder, where a final determination of liability is established by a court of law or where settlement has been agreed to by the parties. This provision shall not be construed to limit either party's rights, claims or defenses which arise as a matter of law or pursuant to any other provision of this Agreement. This provision shall not be construed to limit the sovereign immunity of the Commission.

VII. Sharing Information

Grantee hereby authorizes and gives permission for the Commission to use the information provided in the Grantee's application materials in connection with promotional materials that the Commission may disseminate to the public relating to Grantee's relationship with the Commission and this grant program. Promotional materials may include, but are not limited to, brochures, video tapes, emails, internet websites, advertising in newspapers and/or other periodicals, blogs, pictures and photographs.

VIII. 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

APPROVED AS TO
LEGALITY AND FORM:

Witness:

General Counsel

Full Name