

GRANT AGREEMENT BETWEEN THE SUSQUEHANNA RIVER BASIN COMMISSION
AND (insert Grantee name) REGARDING GROUNDWATER LEVEL MONITORING
FUNDING

THIS GRANT AGREEMENT (GWL-202201) (Agreement) is made this ____ Day of _____, 2023, 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. Except as provided in Section IV, this Agreement expires on June 30, 2024.

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]dvice, 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 Groundwater Level Monitoring Grant Program.
- E. The purpose of the Groundwater Level Monitoring Grant Program is to provide funds to support the purchase, by eligible project sponsors, of goods and services to install or improve equipment and systems used in the measurement and collection of groundwater level data for better water management of the Basin’s water resources as well as to assist with the renewal or review of projects coming before the Commission.

I. Eligibility and Purpose

- A. The Grantee has applied to the Commission for this groundwater level monitoring 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 Section II(A).
- B. The Grantee may not use funds for specific goods, services or labor not specified in its application provided to the Commission unless the Commission provides its consent in writing. Under no circumstances can reimbursement be provided for ineligible expenses.
- C. The Grantee must commence the installation or improvements identified in its application within a reasonable amount of time. Said installations or improvements must subsequently be completed without unreasonable delay, but in any case, no later than June 30, 2024. The data reporting required by Section IV(A) must be commenced as soon as possible after the installations or improvements are complete, but, in any case, no later than January 30, 2025, per the extended authority granted to the Commission under Section IV(A) and (G). 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. Breach of any of the individual provisions of these paragraphs I(B) and I(C) renders the Grantee subject to any of the penalties identified in Sections IV(B) and IV(C) and constitutes grounds for revocation of the grant award.

II. Grant Award

- A. The Commission awards the Grantee a total of \$ [REDACTED].
- B. All money awarded under this Agreement will be payable in the form of reimbursement. Grantee may not receive reimbursement for more than \$2,500 per source.
- 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 after April 1, 2023. 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.

III. Distribution of Funds

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

An invoice for the reimbursement of costs for eligible items purchased (including software) and services rendered shall be submitted to Marcia Hutchinson at mhutchinson@srbc.net no later than June 30, 2024. Costs included in the invoice shall be supported by receipts and/or invoices endorsed "Paid". The Commission shall pay valid invoices within thirty (30) days of receipt.

IV. Ongoing Obligations and Rights and Remedies Upon Breach

- A. By accepting this grant funding, the Grantee agrees to keep daily records of the Grantee's withdrawals and groundwater elevations for the groundwater sources covered by this Agreement, and shall report the data to the Commission quarterly, in the form and manner prescribed by Commission staff. Record-keeping and data reporting must conform to the requirements imposed by Section I(C).
- B. The Parties agree that the data generated by the reporting obligation imposed by Section IV(A) is unique and irreplaceable and that irreparable damage to the Commission's efforts to manage the water resources of the Basin would occur if this or any other provision of this Agreement were not performed by the Grantee in accordance with the terms hereof and that the Commission shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which it is entitled at law or in equity.

C. In the event that the specific performance contemplated by Section IV(B) is impracticable, 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.

G. The requirements under this Section IV shall survive the termination of the Agreement for 5 years.

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	NAME
Susquehanna River Basin Commission	GRANTEE
4423 North Front Street	ADDRESS
Harrisburg, PA 17111	CITY, STATE, ZIP

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.

VII. 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 FORM:

Witness:

General Counsel

Full Name