

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

---

**THIS GRANT AGREEMENT** (agreement number) (Agreement) is made this Day of Month, 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. Except as provided in Section IV, this Agreement expires on June 30, 2022.

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 Water Level Monitoring Grant Program.
- E. The purpose of the Water 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 water 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 water 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.

**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 \$1,500 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, 2021. 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 no later than June 15, 2022. 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.

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. 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.

## **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**