

***THE PILGRIM RESOURCE CONSERVATION
AND DEVELOPMENT AREA COUNCIL, INC.***

CONSTITUTION AND BY-LAWS

ARTICLE I

The name of this organization shall be The Pilgrim Resource Conservation and Development Area Council, Incorporated.

ARTICLE II

Section 1. The purpose of The Pilgrim Resource Conservation and Development Area Council, Incorporated, is to provide local decisionmakers with technical information and financial aid for projects which seek to improve use, management, and protection of the area's unique natural resources. Through this work, we expect to: (1) improve management and conservation of area natural resources; (2) help develop or enlarge the natural resource-based economy of the region; and (3) promote greater access to the area's cultural, recreational, economic, and other opportunities in a way that responds to local desires and is consistent with regional needs.

Section 2. The organization may, when deemed necessary by the Board of County Commissioners, Boards of Supervisors of the Conservation Districts, or any other legal body, represent these aforementioned bodies as a contractual agent for the Economic Opportunity Act and any other State or Federal Act or Acts.

Section 3. For such purposes, this organization shall have the power and authority to own or rent and control such buildings, equipment and other facilities, to purchase and hold, sell and exchange real estate and personal property as may be required. The organization shall have the power to borrow money and loan money, receive and distribute public and private grants for the express purpose of carrying out its several duties and obligations. This organization shall also have power to carry out the purpose set forth herein as permitted by the law under which this organization is incorporated.

ARTICLE III

This organization shall not afford pecuniary gain, incidentally or otherwise, to its members.

ARTICLE IV

The period of duration of corporate existence of this organization shall be perpetual.

ARTICLE V

Section 1. The locale of the registered office of this organization in this state is 15 Cranberry Highway, West Wareham, Massachusetts 02576.

Section 2. The fiscal year of this organization shall begin on the first day of January and close on
the following December 31.

Section 3. The Annual Meeting of the Council shall be held within three months of the end (by March 31st) of the Fiscal Year.

ARTICLE VI

The Directors constituting the Board of Director's of the Pilgrim RC&D Area Council, Inc., shall represent each of the active Sponsor Organizations and the Community @ Large. The Council may appoint Associate Directors, approved by two-thirds vote of the Board of Directors, to serve on said Board of Directors.

ARTICLE VII

This organization shall in no way be liable for the acts of individual Directors or for delegates who have acted beyond their authority as delegates. Delegates shall not be liable for this organization, individually or collectively, unless they have acted beyond their authority as delegates.

ARTICLE VIII

This corporation shall have no capital stock.

ARTICLE IX

The RC&D program will be conducted in compliance with the nondiscrimination provisions as contained in Title VI and VII of the Civil Rights Act of 1964 as amended, the Civil Rights Restoration Act of 1987 (Pub. Law 100-259) and other nondiscrimination statutes; namely Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1992 and in accordance with the regulations of the Secretary of Agriculture (7CFR-15, Subparts A & B) which provide that no person in the United States shall, on the ground of race, color, national origin, age, sex, religion, marital status, or handicap/disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program receiving federal financial and/or technical assistance from the Department of Agriculture or any agency thereof.

BY-LAWS

ARTICLE I (Membership)

Section 1. **Sponsor Organizations.** Sponsor Organizations. Eligible sponsors are public agencies and organizations, such as counties, towns, conservation districts, other special Districts, councils of government, regional planning bodies, municipalities, chambers of Commerce, non-profit organizations and for profit organizations, and Native American Tribal bodies. Sponsors may be added or deleted at any time, as determined by a two-Thirds vote of the Council.

Sponsor Organizations will represent the following Interest Areas:

- Natural Resource Conservation & Management
- Community/Regional Planning and Development
- Business Development
- Legislative

Section 2. **Directors from the Community @ Large** Directors shall be appointed from individuals who are interested in furthering the purposes of The Pilgrim Resource Conservation and Development Area Council, Inc. as set forth in Article II of the Constitution and reside in the counties of Barnstable, Bristol, Dukes, Nantucket or Plymouth.

Section 3. **Selection of Council Board of Directors.**

Sponsor organizations will represent the following Interest Areas:

- Natural Resource Conservation & Management
- Community Regional Planning and Development
- Business Development
- Legislative

- (a) **Active Sponsor Organization Directors-** The RC&D active Sponsor organizations shall select a person to represent them on the Pilgrim RC&D Area Council, Inc. Board of Directors.
- (b) **Directors from the Community @ Large-** The Pilgrim RC&D Area Council, Inc., will appoint Directors from the Community @ Large, confirmed by a two-thirds vote, to serve on said Council Board of Directors.
- (b) **Associate Members** - The Pilgrim RC&D Area Council, Inc. may appoint Associate Directors, confirmed by two-thirds vote, to serve on the Council.
Associate
Directors have the right to contribute to the organization through full participation in meetings, activities and events however, associate Directors do not have the right to hold office or to vote. Federal or state resource agency personnel shall not be eligible to serve on the RC&D Area Council.
- (c) **Director Alternate** - An alternate may be appointed by a Sponsor or Director from the Community @ Large to represent their interest in the event they are unable to attend regular, annual or special meetings. The Alternate can contribute to the organization through full participation in meetings, and has all of the same rights and

responsibilities as regular sponsor Director or Director from the Community @ Large.

Section 4. **Terms of Council Directors.** Each Council Director shall be selected for a period of three (3) years. Terms of Directors will be staggered. All terms will begin on the date of the Annual Meeting (The Annual Meeting of the Council shall be held within three months of the end (by March 31st) of the Fiscal Year. Replacement of sponsor Council Directors, caused by reasons stated in Article II, Section 2, will be for the period remaining in the three (3) year appointment.

ARTICLE II (Meetings)

Section 1. **Council Rules of Order** will be followed in all meetings carried on by the Council.

Section 2. **Annual Meeting.** The Annual Meetings of the Board of Directors shall be held as specified in Article V of the Constitution. Other regular meetings shall be held on the third Tuesday of every month, beginning January.

Section 3. **Special Meetings.** The President shall call a special meeting of the Board of Directors when petitioned by five (5) or more of the Directors or upon a majority vote of the Council Board. The Notice of Meeting shall be issued within ten (10) days from the date of filing of said petition. No business shall be acted upon at a special meeting except that mentioned in the Notice of Meeting.

Section 4. **Notice of Meeting.** Notice shall be given by the Council of all regular, annual, and special Board of Director meetings by mailing a notice thereof to each member at his or her last known address not less than ten (10) days before the date of the proposed meeting. The Secretary shall file an exact copy of such notice showing the date of mailing thereof. A failure of any member to receive such notice shall not invalidate the action which may be taken by the members at such meeting.

Section 5. **Quorum.** At any regular, annual, or special meeting of the Pilgrim RC&D Area Council, Inc. Board of Directors a quorum necessary for the transaction of business shall be a majority of the Directors or their delegates. A simple majority vote shall be sufficient for adoption of any action except amendment of these By-Laws.

Section 6. **Voting.** Voting shall be conducted by voice vote. The President may cast the deciding vote in case of a tie if he has not previously voted. However, when a ballot is required, he/she must cast his/her vote when the rest of the votes are cast. If one Director of the Council Board of Directors requests a ballot vote, the request shall not be denied.

Section 7. **Order of Business.** Insofar as possible, the order of business at the regular, annual, and special meetings of the Directors shall be:

- (a) Registration of Directors
- (b) Reading and disposal of all unapproved minutes

- (c) Treasurer's Report
- (d) Reports
- (e) Unfinished business
- (f) New Business
- (g) Adjournment

ARTICLE III (Council)

Section 1. **Council Board of Directors** The Council shall consist of representatives so appointed to membership as specified in Article I, Section 2, of the By-Laws.

Section 2. **Vacancies**. A vacancy may be defined as death or resignation by a Director. Sponsor Directors and Directors from the Community @ Large who are absent from three (3) consecutive meetings without notice (prior to 24 hours of scheduled meeting) or designation of an alternate can be defined by the Council Board of Directors as a vacancy.

Section 3. **Compensation**.

(a) **Directors** Compensation for expenses, if any, of the Council Directors shall be determined by the Council Board of Directors. Such Directors shall, however, be entitled to reimbursement for special expenses incurred in directing the business of the Council Board when such expense accounts have been submitted and approved by the Council Board.

(b) **Grants Management** A minimum Council charge of 5% shall be requested by the Council for all grants managed and administered by the Council.

Section 4. **Management**. The Council Directors shall direct the business and affairs of the organization, make all necessary rules and regulations not inconsistent with law, with the Articles of Incorporation, Constitution, and these By-Laws. They shall have the power to employ and dismiss any Council employees as may be needed on a full time or part-time basis and shall determine their duties and fix their wages.

Section 5. **Bonds of Employees**. The Council Directors shall require the Treasurer and any others handling The Pilgrim Resource Conservation and Development Area Council, Inc. funds to be bonded. Such bonds shall be furnished by a bonding company and the cost thereof shall be paid by the Council.

Section 6. **Audits & Examining Books**. The Council Directors shall examine the accounts of the organization at their regular and annual meetings and shall in addition have the books reviewed by a C.P.A. at least once a year. The annual review shall be made between the date of the close of the fiscal year and the date of the Annual Meeting.”

Section 7: **Meetings of the Council Board of Directors**. A meeting of the Council Board of Directors may be held any place within or outside the state as designated by the Board. Regular meetings shall be held on the third Tuesday of every other month (beginning January), or on another day as agreed by vote of the Council. Notice of every meeting shall be given by the Secretary or any other officer of the Council in writing. An act of the majority of the Council Directors present at a meeting at which a quorum is present is an act of the Council Board of Directors.

ARTICLE IV (RC&D Projects)

Section 1. **RC&D Project Requests.** All requests for assistance through the RC&D Council Board of Directors must be submitted in writing, by the principal of the requesting body/organization, for review by the Council at a regular meeting.

Section 2. **RC&D Projects Review.** All requests for RC&D assistance shall be submitted to the Council Board in writing for review, recommendations, approval or disapproval. Approval of a proposal shall be by the Council Directors at a regular meeting. Requests for RC&D assistance that are part of the Council Board's internal business or operations may be proposed, discussed, approved or disapproved at any meeting.

ARTICLES V (Officers)

Section 1. **Election of Officers.** At an Annual Meeting of the Council Board of Directors, the officers shall be elected by ballot, by and from the Directors for a period of one year and shall hold office until their successors have been elected and qualified.

Section 2. **President** The President shall:

- (a) Preside over all meetings of the organization and of the delegates.
- (b) Sign as President, with the secretary, all documents on behalf of the organization.
- (c) Perform such other duties pertaining to his office as may be required by the Council Board of Directors.
- (d) Appoint a nominating committee of three (3) members at least 60 days prior to the RC&D Annual Meeting.

Section 3. **Vice-President** In the absence or disability of the President the Vice-President shall preside and perform the duties of the President.

Section 4. **Secretary.** The Secretary or a substitute appointed by the Council Board, shall:

- (a) Keep a complete record of the meetings of the Council Board of Directors.
- (b) Sign as secretary, with the President, all documents on behalf of the organization.
- (c) Serve all notices required by law.
- (d) Perform such other duties pertaining to his/her office as may be required by the Council Board of Directors
- (e) The Council Board of Directors may delegate the duties of the Secretary to an employee of the organization.
- (f) Submit the nominating committee's slate of officers for posting in area newspapers at least fourteen (14) days prior to the RC&D Annual Meeting.

Section 5. **Treasurer**. The Treasurer shall:

- (a) Submit to the Annual Meeting of the members, a complete and detail report of the current year's financial business.
- (b) Receive and disburse all funds of the organization.
- (c) Keep a complete record of all financial transactions of the organization. (Treasurers Reports, Financial Reviews, Audits, Annual Reports, IRS 990 and 1099 filings and Filing to the State of Massachusetts Budget Office).
- (d) Perform such other duties pertaining to his office as may be required by the Council Board of Directors.
- (e) The Council Board may delegate the duties of the Treasurer to an employee of the organization.

Section 6. **The Office of Secretary and Treasurer** may be held by one person.

Section 7. **RC&D Executive Committee**. The RC&D Executive Committee shall consist of the President, Vice President, Secretary (or Secretary/Treasurer) and Treasurer of the Council Board of Directors. The Committee shall act for and in the name of the Council Board between regular meetings of the Council Board.

Section 8. **Regional RC&D Association Delegate**. A Council Board Delegate to New England Association of RC&D Councils may be appointed by the Pilgrim RC&D Council, Board of Directors, confirmed by a two-thirds vote. Criteria for appointment will include knowledge and experience in Council activities and service as a Council member; understanding of Council objectives, goals and actions; understanding of Association objectives, goals and actions.

ARTICLE VI (Advisors)

Section 1. The Council Board of Directors may seek needed advice with the development and implementation of the Resource Conservation and Development Strategic Plan.

Section 2. The Council Board of Directors may establish work teams of the nature and size as they deem necessary to provide for citizen involvement in the decision-making process. The non-Director members of said committees shall have no vote in the affairs of the organization. A Council Board Director shall Chair Work Teams.

ARTICLE VII (Non-Profit Status)

No part of the net earnings of the organization shall inure to the benefit of or be distributable to its Directors, officers, or other private persons, except that the organization shall be authorized and empowered to pay reasonable compensation for services rendered. Notwithstanding any provisions of Articles of Incorporation, Constitution, or these By-Laws, this organization shall not carry on any activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1954 (or the corresponding provisions of any future United States Internal Revenue Law) or (b) by a corporation, contributions to which are deductible

under Section 170 (d) (2) of the Internal Revenue Code of 1954 (or corresponding provisions of any future United States Internal Revenue Law). Upon dissolution of this corporation, the Council shall, after paying or making provisions for the payment of all the liabilities of the organization, dispose of all of the assets of the organization in the following manner:

(a) All tangible personal property and all real property shall be distributed to the governing body of one of the counties named in Article II, Section 2, of these By-Laws in which such property is situated.

(b) All intangible personal property, cash or bank accounts, and all other property shall be distributed to the governing bodies of the counties named in Article II, Section 2, of these By-Laws in such proportion as the Council shall determine.

(c) Any such assets not so disposed of shall be disposed of by any court of competent jurisdiction for such purposes and to such governmental units or organizations, as the said court shall determine.

ARTICLE VIII (Amendments)

These By-Laws, except Article VII, may be amended in whole or part at any annual or special meeting of the Board of Directors if the intention to amend has been announced in the notice of meeting; provided there is a quorum and that two-thirds of the Directors voting at such meeting shall vote for such amendments.

These By-Laws were adopted by the Directors of The Pilgrim Resource Conservation and Development Area Council, Inc.

March 20, 2007

Approval Date of Amendment

William Napolitano, President

Date

SPECIAL PROVISIONS

The signatories agree to comply with the following special provisions which are hereby attached to this measure plan.

- I. **Agreement Required to Obligate Funds** - "This is not a fund-obligating document. Financial and other assistance to be furnished by NRCS in carrying out the work in this plan is contingent on the appropriation of funds for this purpose." A separate agreement will be entered into between NRCS and the sponsor(s) before either party initiates work involving funds of the other party. Such an agreement will set forth in detail the financial and working arrangements and other conditions that are applicable to the specific improvements to be installed.

- II. **Compliance with Civil Rights Act** - "The RC&D program will be conducted in compliance with the nondiscrimination provisions as contained in Title VI and VII of the Civil Rights Act of 1964 as amended, the Civil Rights Restoration Act of 1987 (Pub. Law 100-259) and other nondiscrimination statutes; namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and in accordance with the regulations of the Secretary of Agriculture (7CFR-15, Subparts A & B) which provide that no person in the United States shall, on the ground of race, color, national origin, age, sex, religion, marital status, or handicap/disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial and/or technical assistance from the Department of Agriculture or any agency thereof."

- III. **Certification Regarding Drug-Free Workplace Requirements (7CFR 3017, Subpart F)** - By signing this agreement, the sponsors are providing certification set out below. If it is later determined that the sponsors knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the NRCS, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFS 1308.11 through 1308.15);

Conviction means a finding of (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacturing, distribution, dispensing, use, or possession of any controlled substance;

Employee means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All direct charge employees; (ii) All indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This

definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantees' payroll; or employees of subrecipients or subcontractors in covered workplaces).

Certification:

A. The sponsors certify that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about --

- (1) The danger of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance program; and;
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --

- (1) Abide by the terms of the statement; and
- (2) Notifying the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

(e) Notifying NRCS in writing, within ten calendar days after receiving notice under paragraph 9(d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted --

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e), and (f).

(h) Agencies shall keep the original of all disclosure reports in the official files of the agency.

B. The sponsors may provide a list of the site(s) for the performance of work done in connection with a specific project or other agreement.

IV. **Certification Regarding Lobbying (7 CFR 3018) (Applicable if this agreement exceeds \$100,00)** - The sponsors certifies, to the best of its knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the sponsors, to any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress in connection with the awarding of any Federal contract , the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan , or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The sponsors shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of factor upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

V. **Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transaction, (7 CFR 3017)**

(1) The sponsor(s) certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or Agency;

(b) Have not been convicted, within a three-year period preceding this proposal, 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; 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;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or ; local) terminated for cause or default.

(2) Where the primary sponsor(s) is unable to certify to any of the statements in this certification, such a prospective participant shall attach an explanation to this agreement.

VI. **Clean Air and Water Certification** (Applicable if this agreement exceeds \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c)(1) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA, or is not otherwise exempt.)

The cooperator signatory to this agreement certifies as follows:

(a) Any facility to be utilized in the performance of this proposed agreement is _____, is not _____, listed on the Environmental Protection Agency List of Violating Facilities.

(b) To promptly notify the State or Regional Conservationist prior to the signing of this agreement by NRCS, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that any facility which he/she proposed to use for the performance of the agreement is under consideration to be listed on the Environmental Protection Agency List of Violating Facilities.

(c) To include substantially this certification, including this subparagraph (c), in every nonexempt subagreement.

Clean Air and Water Clause

(Applicable only if the agreement exceeds \$100,000, or a facility to be used has been the subject of a conviction under the Clear Air Act (42 U.S.C. 1857c-8(c)(1) or the Federal Water Pollution Control Act (33 U.S.C. 1319 (c)) and is listed by EPA or the agreement is not otherwise exempt.)

A. The cooperator agrees as follows:

(1) To comply with the requirements of section 114 of the Clean Air Act as amended (42 U.S.C. 1857, et seq., as amended by Public Law 91-604) and section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in

section 114 and section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the signing of this agreement by NRCS.

(2) That no portion of the work required by this agreement will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this agreement was signed by NRCS unless and until the EPA eliminates the name of such facility for facilities from such listing.

(3) To use their best efforts to comply with clean air standards and clean water standards at the facilities in which the agreement is being performed.

(4) To insert the substance of the provisions of this clause in any nonexempt subagreement, including this subparagraph A. (4).

B. The terms used in this clause have the following meanings:

(1) The term "Air Act" means the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Public Law 91-604).

(2) The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-55).

(3) The term "clean air standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1857 c-5(d)), and approved implementation procedure or plan under section 111(c) or section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or an approved implementation procedure under section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).

(4) The term "clean water standards" means any enforceable limitation, control, condition, prohibition, standards, or other requirement which is promulgated pursuant to the Water Act or contained a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by section 402 of the Water Act (33 U.S.C. 1342), or by a local government to ensure compliance with pretreatment regulations as required by section 307 of the Water Act (3 U.S.C. 1317).

(5) The term "compliance" means compliance with the clean air or water standards. Compliance shall also mean compliance with the schedule, or plan, ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or any air or water pollution control issued pursuant thereto.

(6) The term "facility" means any building, plant, installation, structure, mine, vessel or other floating craft, location or site of operations, owned leased, or supervised by a sponsor, to be utilized in the performance of an agreement or subagreement. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determined that independent facilities are collated in one geographical area.

VII. Assurance and Compliance

As a condition of the grant or cooperative agreement, the recipient assures and certifies that it is in compliance with and will comply in the course of the agreement with all applicable laws, regulations, Executive Orders and other generally applicable requirements, including those set out in 7 CFR 3015, 3016, 3017, 3018, 3019 , and 3051 which hereby are incorporated in this agreement by reference, and such other statutory provisions as are specifically set forth herein.

VIII. Examination of Records

As a condition of the grant or cooperative agreement, give the NRCS or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this agreement. Retain all records related to this agreement for a period of three years after completion of the terms of this agreement in accordance with the applicable OMB Circular.

IX. No Member of Congress to Benefit - “No member of or delegate to Congress or resident commissioner, shall be admitted to any share or part of this agreement, or to any benefit arising from it. However, this clause does not apply to this agreement to the extent that this agreement is made with a corporation for the corporation’s general benefit.”