

Grant No:

Date:

Grantee:

Grant Amount:

GRANT AGREEMENT
(Overflow Stormwater Grant Program)

This Grant Agreement (this "Agreement") is entered into by and between the Massachusetts Clean Water Trust (together with its successors and assigns, the "Trust"), an instrumentality of The Commonwealth of Massachusetts (the "Commonwealth") and the grantee listed above, a political subdivision or public instrumentality (together with its successors and assigns, the "Grantee").

WHEREAS, in accordance with the Enabling Act the Massachusetts Department of Environmental Protection (the "Department") has issued a Project Approval Certificate to the Trust approving the Project (as defined in Section 2.2) and the costs thereof to be funded by the Trust and, in connection therewith, the Grantee and the Department are executing and delivering, simultaneously with the execution and delivery of this Agreement, one or more Project Regulatory Agreements pertaining to the eligible activities as approved by the Department for the Project.

WHEREAS, the Trust is willing to extend financial assistance in the form of a grant (the "Grant") to the Grantee on the terms and conditions stated herein;

WHEREAS, the Grantee will agree to adopt and implement the Project to the satisfaction of the Department; and

WHEREAS, the Grantee is willing to accept the Grant and its obligations hereunder on the terms stated herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties agree and bind themselves as follows:

ARTICLE I - REPRESENTATIONS OF THE GRANTEE

Recognizing that the Trust is relying hereon, the Grantee represents, as of the date of this Agreement, as follows:

- (a) *Organization; Power, Etc.* The Grantee is an Eligible Borrower with respect to water pollution abatement project (as defined in the Enabling Act) with full legal right and authority to authorize, execute, and deliver this Agreement, to receive the Grant, to undertake and implement the Project and to carry out and consummate all transactions contemplated by the foregoing;
- (b) *Authority.* The Grantee has duly and validly authorized the execution and delivery of this Agreement, and all approvals, consents, and other governmental or corporate proceedings necessary for the execution and delivery of the foregoing or required to make this Agreement the legally binding obligation of the Grantee that it purports to be, in accordance with its terms, have been obtained or made.

- (c) *No Litigation.* No action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, other than as disclosed to the Trust and the Department, is pending or, to the knowledge of the Authorized Officers of the Grantee (as identified on Schedule A) executing this Agreement, threatened (1) seeking to restrain or enjoin the execution and delivery of this Agreement, or the undertaking of the Project or (2) contesting or affecting the validity of this Agreement; and neither the corporate existence of the Grantee nor the title to office of any Authorized Officer of the Grantee executing this Agreement, is being contested.
- (d) *No Conflicts.* The authorization, execution and delivery of this Agreement, and performance thereof, will not constitute a breach of, or a default under, any law, ordinance, resolution, agreement, indenture or other instrument to which the Grantee is a party or by which it or any of its properties is bound.
- (e) *Binding Agreement.* This Agreement is, or when executed and delivered will be, the legal, valid, and binding obligation of the Grantee, enforceable in accordance with its terms, subject only to limitations on enforceability imposed in equity or by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally.
- (f) *Information Submitted.* All information, reports, and other documents and data submitted to the Trust in connection with this Agreement (including without limitation the Application) were, at the time the same were furnished, and are, as of the date hereof, complete and correct in all material respects.
- (g) *Ratification.* By executing this Agreement, the Grantee affirms and ratifies all statements, representations and written documents that it has submitted to the Trust in connection with this Agreement (including, without limitation, the Application).

ARTICLE II - THE GRANT

2.1 Grant Amount and Expiration Date

- (a) *Grant Amount.* The Trust agrees to make and the Grantee agrees to accept, on the terms and conditions stated in this Agreement, a Grant, in the maximum amount specified on Schedule A hereto.
- (b) *Expiration Date.* The Grant, and the obligation of the Trust to disburse the Grant, or any portion thereof, shall expire on the date (the "Expiration Date") specified on Schedule A hereto. No portion of the Grant will be disbursed by the Trust after the Expiration Date. The Trust, in its sole discretion, may approve extensions of the Expiration Date.

2.2 Project

- (a) *Grant Purpose.* The Grant has been made solely to finance planning and/or design activities that are in support of construction projects intended for combined sewer overflow correction, sanitary sewer overflow correction, and/or management of stormwater and subsurface drainage water as more fully described on Schedule B (the "Project").

- (b) *Project Schedule.* The Grant will be disbursed by the Trust no more frequently than monthly during the active project phase. The Department and the Grantee have established the payment request schedule set forth in Schedule C. Project completion will be evaluated by the Department.

ARTICLE III - CONDITIONS OF FUNDING

3.1 General Conditions

Prior to the execution and delivery of this Agreement, the Trust shall receive a duly executed Grant Questionnaire. The Grant Questionnaire shall be supplied by the Trust with this Agreement to collect necessary financial information for the purpose of grant disbursement.

3.2 Conditions to Disbursements

The obligations of the Trust to approve or make any disbursement of the Grant is subject to the satisfaction of each of the following conditions on or before the date of such disbursement (all documents, certificates and other evidence of such conditions are to be satisfactory to the Trust in its discretion):

- (a) *Continuing Representations and Warranties.* That the representations and warranties of the Grantee contained in this Agreement be true and correct on and as of the date of such disbursement as though made on and as of such date.
- (b) *Compliance with Agreement.* That Grantee is in material compliance with this Agreement.
- (c) *Additional Documents.* That the Grantee provides the Trust with such additional documents as the Trust may reasonably request.

3.3 Grant Disbursements

Subject to Section 4.2, the Trust shall make disbursements of the Grant no more frequently than monthly.

- (a) Disbursements shall be in an amount that is approved by the Department as eligible costs and is accounted for by consultant/supplier invoices, and cash contribution records.
- (b) Monthly disbursements are contingent on the Grantee submitting monthly progress reports in form and detail acceptable to the Department. Failure to submit such reports may place a hold on future disbursements from the Trust until the Department confirms to the Trust that reporting for the Grantee is up to date.
- (c) The final disbursement shall be in an amount that, together with the amounts previously disbursed, will not exceed the Grant amount. Upon completion of the Project, the Grantee shall file a Project Completion Certificate with the Department as described in the Project Regulatory Agreement. The final disbursement shall not be made until the Department

approves Project completion, as evidenced by the Department's filing of a certification with the Trust that the Project has been completed and complies with program requirements.

ARTICLE IV - AFFIRMATIVE COVENANTS

4.1 Generally

Unless otherwise agreed to in writing by the Trust, while this Agreement is in effect, the Grantee shall duly observe each of the affirmative covenants contained in this Article IV.

4.2 Use of Disbursements.

The Grantee shall expend the Grant funds only for eligible costs of the Project as determined by the Department. The Trust shall have no obligation to disburse or expend any amounts for the Project in excess of the Grant. The Grantee represents that the Project funded by the Grant planning and/or design activities that are in support of construction projects intended for combined sewer overflow correction, sanitary sewer overflow correction, and/or management of stormwater and subsurface drainage water..

4.3 Additional Project Funding

The Grantee shall ensure that adequate funding is in place to complete the Project and will obtain loans or funds or receive binding commitments for supplemental funding in an amount needed to ensure completion of the Project.

4.4 Compliance

The Grantee's implementation of the Project and expenditure of the Grant, including the procurement of related contracts, shall comply with all applicable requirements of federal, state and local laws, ordinances, bylaws, rules and regulations. The Grantee acknowledges that the Overflow and Stormwater Grants Program is funded in significant part with federal grant funding (i.e. the Grant constitutes a subaward, and the Grantee is a subrecipient, of federal grant aid awarded to the Trust by the United States Environmental Protection Agency under Federal Award Identification Number (FAIN) 25000524 dated September 24, 2024) and, accordingly, compliance may include the following:

- (a) *Single Audit.* The Grantee acknowledges that by accepting the Grant it may be a sub-recipient of federal financial assistance under the federal Single Audit Act of 1984, as amended by the Single Audit Act Amendments of 1996 (the "SAA"). The Grantee further acknowledges that the Project financed under this Grant Agreement may be designated by the Trust as a project to which the SAA shall apply. In such event, the Grantee shall conduct a single audit of its use of federal financial assistance for the Project in accordance with the reporting requirements of Office of Management and Budget Circular A-133.

Whether or not the Project is so designated, for so long as the Grant Agreement shall be outstanding the Grantee shall maintain all records and accounts pertaining to the Grant and the Project for such period and as otherwise required by the applicable Federal Act and applicable regulations of the Massachusetts Department of Environmental Protection (the "Department") and shall furnish to the Trust and the Department all reports thereon at the times and in the form required by the applicable Federal Act and such regulations or as otherwise reasonably requested by the Trust or the Department. The Grantee shall permit the Trust or any party designated by it upon reasonable prior notice to the Grantee to examine, visit and inspect the Project and to inspect and make copies of any accounts, books and records of the Grantee pertaining to the Project or the Grant.

- (b) *Davis-Bacon*. The Grantee agrees to comply with the prevailing wage rate requirements of the so-called "Davis-Bacon Act" made applicable by Section 513 of the Clean Water Act (33 U.S.C. 1372). The Grantee shall be responsible for monitoring compliance of contractors and subcontractors concerning federal wage rates under the Davis-Bacon Act requirements. In this regard, the Grantee agrees to incorporate wage rate determinations into contract solicitations, include required contract terms into all construction contracts and subcontracts in excess of \$2,000, review subcontracts for compliance, review certified payrolls, conduct employee interviews and complete any other actions required to determine such compliance, all using forms approved by the Department.
- (c) *American Iron and Steel*. The Grantee agrees to comply with the requirements of Section 436 of Pub. L. 113-76 (the "American Iron and Steel Requirement"), except as described below. The Grantee acknowledges and agrees that the American Iron and Steel Requirement includes, among others, the requirement that all of the Iron and Steel Products used in the Project are to be produced in the United States unless (A) the Grantee has requested and obtained a waiver of the American Iron and Steel Requirement from the United States Environmental Protection Agency with respect to the Project or (B) the Department has advised the Borrower in writing that the American Iron and Steel Requirement is not applicable to the Project. For purposes of this section, (i) "Iron and Steel Products" means the following products made primarily of iron or Steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural Steel, reinforced precast concrete, and construction materials and (ii) "Steel" means an alloy that includes at least fifty-percent (50%) iron, between two-hundredths percent (0.02%) and two percent (2%) carbon, and may include other elements.
- (d) *Signage*. The Grantee agrees to comply with the signage guidelines described in the United States Environmental Protection Agency's June 3, 2015 memorandum, *Guidelines for Enhancing Public Awareness of SRF Assistance Agreements** with respect to enhancing public awareness of United States Environmental Protection Agency assistance agreements nationwide.

* See <https://www.epa.gov/cwsrf/enhancing-public-awareness-srf-assistance-agreements>

- (e) *Excluded or Disqualified Contractors and Subcontractors.* The Grantee certifies that it is not ‘excluded’ or ‘disqualified’ (as such terms are defined in 2 CFR Part 180). The Grantee covenants to comply with 2 CFR Part 180, Subpart C and to require its contractors to comply with said Subpart C, including to pass down the requirement of such compliance to its subcontractors and to each lower tier transaction.

- (f) *Disadvantaged Business Enterprises.* The Grantee agrees (A) to make the Six Good Faith Efforts whenever procuring construction, equipment, services and supplies with proceeds of the Grant and to retain records of such compliance. For this purpose, the “Six Good Faith Efforts” means: (1) ensure Disadvantaged Business Enterprises (as defined in 40 CFR 33.103, “DBEs”) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities (e.g., placing DBEs on solicitation lists and soliciting them whenever they are potential sources); (2) make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process (including, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date); (3) consider in the contracting process whether firms competing for large contracts could subcontract with DBEs (e.g., dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process); (4) encourage contracting with a consortium of DBEs when a contract is too large for one DBE firm to handle individually; (5) use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the United States Department of Commerce; and (6) if the prime contractor awards subcontracts, require the prime contractor to take the steps (1) through (5) of this definition.

- (g) *Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment.* The Grantee acknowledges that by accepting the Grant it may be a sub-recipient of federal financial assistance for purposes of the prohibition on certain telecommunications and video surveillance services or equipment set forth in Section 889 of Pub. L. 115-232 and 2 CFR 200.216 (the “Prohibition”). The . Grantee further acknowledges that the Project financed under this Grant Agreement may be designated by the Trust as a project to which the Prohibition shall apply. In such event, the Grantee agrees that proceeds of the Grant under this Grantee Agreement shall not be used to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, system or service that uses “covered telecommunications equipment or services” (as defined in the aforementioned Section 889) as a substantial or essential component of any system, or as critical technology as part of any system. As defined in said Section 889, “covered telecommunications equipment or services” means any of the following: (A) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (B) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or

any subsidiary or affiliate of such entities); (C) telecommunications or video surveillance services provided by such entities or using such equipment; or (D) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or other-wise connected to, the government of the People’s Republic of China. The Grantee further agrees that to the extent the Prohibition applies to the Project, it will include a condition in each construction contract for the Project that the contractor will (i) comply with the Prohibition and (b) pass down the requirement to comply with the Prohibition in any subcontract or other lower tier contract with respect to such Project. Certain equipment, systems or services subject to the Prohibition are recorded in the United States’ System for Award Management, however, the Grantee acknowledges that there is no exhaustive list of components and services that fall under the Prohibition.

- (h) *Reporting Requirements.* The Grantee agrees to provide the Trust access to its books and records in order to permit the Trust to verify compliance with all applicable requirements of federal, state and local laws, ordinances, bylaws, rules and regulations.

- (i) *Cybersecurity.* The Grantee acknowledges that the EPA must ensure that any connections between the Grantee’s network or information system and EPA networks used by the Grantee to transfer data with respect to the Grant, are secure. For this purpose, a “connection” is defined as a dedicated persistent interface between the EPA information technology (“IT”) system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition. If the Grantee’s connections, as so defined, do not go through the Environmental Information Exchange Network or EPA’s Central Data Exchange, the Grantee agrees to contact the EPA project officer and work with the designated EPA regional/headquarters information security officer to ensure that the connections meet EPA security requirements, including entering into interconnection service agreements, as appropriate. This covenant does not apply to manual entry of data by the Grantee into systems operated and used by EPA’s regulatory programs for the submission of reporting and/or compliance data.

- (j) *Flow Down Requirements.* The Grantee agrees to the following requirements with respect to the Grant and the Project, and to pass down such requirements to its contractors, their sub-contractors and to each lower tier transaction:
 - (i) Compliance with the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d *et seq.* and all other federal statutes and regulations prohibiting discrimination in federal financial assistance programs, as applicable.

- (ii) Reporting subawards and executive compensation under the Federal Funding Accountability and Transparency Act, as applicable to the Grant.
- (iii) Compliance with the limitations applicable to the federal funding of individual consultant fees. The salary rate (excluding overhead) paid from the Grant to individual consultants retained by Grantee or by a Grantee's contractors or sub-contractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule, available at: <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/>, to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay such in accordance with its normal travel reimbursement practices). Agreements with firms for services which are awarded using the procurement requirements in Subpart D of 2 CFR Part 200 are not affected by this limitation unless the terms of the contract provide the recipient with responsibility for the selection, direction and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. See 2 CFR 1500.10.
- (iv) Compliance with the Environmental Protection Agency's prohibition on paying management fees or similar charges in excess of the direct costs and approved indirect costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs. Management fees or similar charges may not be used to improve or expand the scope of the Project, except to the extent authorized as a direct cost of carrying out the scope of work.
- (v) Compliance with the general procurement standards set forth in 2 CFR Part 200 including those requiring competition when the Grantee acquires goods and services from contractors (including consultants) and subaward procurement requirements in 2 CFR 200.317 through 2 CFR 200.327.
- (vi) Compliance with all applicable federal cross-cutting authorities (see Schedule D hereto for a non-exhaustive list of such authorities).

ARTICLE V - TERMINATION AND REMEDIES

5.1 Termination of the Grant by the Trust

- (a) *Termination of the Grant by the Trust.* The Trust, in its sole discretion, may terminate this Agreement and cease making disbursements of the Grant:

- (i) If, with respect to any disbursement request, the Department has determined that the Grantee has (i) not incurred eligible costs, (ii) the Project is not in compliance with applicable rules and regulations, or (iii) the Grantee will not be able to complete the Project by the Expiration Date;
 - (ii) if the Grantee has materially breached any term of this Agreement or that the Grantee has failed to strictly comply with any applicable state or federal regulation applicable to the Project and/or the Grant;
 - (iii) if any representation or warranty made by the Grantee in the Application, any request for disbursement, this Agreement, any certification, or other supporting documentation thereunder shall prove to have been incorrect in any material respect at the time made;
 - (iv) if the Grantee shall cease operations, on a voluntary or involuntary basis, of the drinking water system for which the Project is being completed;
 - (v) in the event of loss of availability of sufficient funds for the purposes of this Agreement or in the event of an unforeseen public emergency or other change of law mandating immediate Trust action inconsistent with performing its obligations under this Agreement.
- (b) *Notice of Termination.* The Trust shall provide the Grantee with written notice of termination of the Grant as provided in subsection (a), setting forth the reason(s) for termination. The termination of the Grant and this Agreement shall be effective as of the date such notice of termination is sent by the Trust.

5.2 Termination of the Grant by the Grantee

The Grantee may terminate the Grant by written notification to the Trust, setting forth the reasons for such termination and the effective date.

5.3 Termination on Final Disbursement

This Agreement shall terminate upon receipt by the Grantee of the final disbursement as described under Section 3.3(c).

5.4 Effect of Termination; Reimbursement of Disbursements

Upon termination of the Grant and this Agreement, the Trust shall have no further obligation to make disbursements. Upon termination of the Grant and this Agreement pursuant to Sections 5.1(a)(i)-(iv) or Section 5.2, the Grantee shall reimburse the Trust for all disbursements of the Grant on a schedule to be negotiated in good faith between the Trust and the Grantee, but in no event more than three (3) years from the date of such termination.

ARTICLE VI - MISCELLANEOUS

6.1 Notices

All notices, requests and other communications provided for herein including, without limitation, any modifications of, or waivers, requests or consents under, this Agreement shall be given or made in writing and delivered to the intended recipient at the "Address for Notices" specified in Schedule A; or, as to any party, at such other address as shall be designated by such party in a notice to each other party. Receipt of all such communications shall be deemed to have occurred when personally delivered or, in the case of a mailed notice, upon receipt, in each case given or addressed as provided for herein.

6.2 No Waiver

No failure or forbearance on the part of the Trust to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise by the Trust of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. Conditions, covenants, duties and obligations contained in this Agreement may be waived only by written agreement between the parties.

6.3 Governing Law

This Agreement shall be construed under, and governed by, the laws of the Commonwealth. The Grantee agrees to bring any Federal or State legal proceedings arising under this Agreement in which the Trust is a party in a court of competent jurisdiction within the Commonwealth. This section shall not be construed to limit any other legal rights of the parties.

6.4 Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Grantee and the Trust and their respective successors and assigns, except that the Grantee may not assign or transfer its rights or obligations hereunder without the prior written consent of the Trust.

6.5 Complete Agreement; Waivers and Amendments

All conditions, covenants, duties and obligations contained in the Agreement may be amended only through a written amendment signed by the Grantee and the Trust unless otherwise specified in this Agreement. The parties understand and agree that this Agreement supersedes all other verbal and written agreements and negotiations by the parties regarding the matters contained herein.

6.6 Headings

The headings and sub-headings contained in the titling of this Agreement are intended to be used for convenience only and do not constitute part of this Agreement.

6.7 Severability

If any term, provision or condition, or any part thereof, of this Agreement shall for any reason be found or held invalid or unenforceable by any governmental agency or court of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of such term, provision or condition nor any other term, provision or condition, and this Agreement shall survive and be construed as if such invalid or unenforceable term, provision or condition had not been contained therein.

6.8 Schedules, Exhibits and Attachments; Counterparts

Each Schedule and Exhibit and each other attachment hereto and referred to herein is an integral part of this Agreement. Moreover, this Agreement may be executed in several counterparts, each of which shall be deemed to be an original.

6.9 No Third Party Beneficiary

This Agreement is exclusively between the Trust on the one hand and the Grantee on the other, and does not nor is intended to create any privity of contract with any other party not a party hereto, nor to imply a contract in law or fact. Any funds disbursed by the Trust are intended to finance the Project. Any approvals given by the Trust or the Department to the Grantee are solely for the benefit of the Trust. The Trust is not obligated to disburse grant funds on any contract, or otherwise, between the Grantee and any other party, nor intends to assume, at any time, direct obligations for payment for work, goods, or other performance under such contracts. The obligation to pay any amounts due under such contracts is solely the responsibility of the Grantee. Nothing herein, express or implied, is intended to, or shall confer upon, any other person any right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement between the Trust and the Grantee.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Grant Agreement to be duly executed as of the day and year first above written.

MASSACHUSETTS CLEAN WATER TRUST

By: _____
Authorized Officer

GRANTEE

By: _____

Authorized Officers

Schedule A

1. Grant No.:
2. Grantee:
3. Grant Amount:
4. Grant Agreement Date:
5. Unique Entity ID Number:
6. Period of Performance: The period of performance for the Overflow and Stormwater Grants Program begins on the date of execution by all parties of the Grant Agreement and ends on
7. Authorized Officers:
 - a. of the Trust: The Chair and the Vice Chair (and each designee thereof pursuant to M.L. c. 30, 6A), the Executive Director, Deputy Director, and the Treasurer of the Trust
 - b. of the Department: The Commissioner, the Deputy Commissioner, and the Director of Water Investment of the Department
 - c. of the Grantee:
8. Addresses for Notices:
 - a. To the Trust: Massachusetts Clean Water Trust
One Center Plaza
Boston, Massachusetts 02108
 - b. To the Department: Department of Environmental Protection
100 Cambridge Street
Suite 900
Boston, Massachusetts 02108
Attention: Commissioner
 - c. To the Grantee:

Schedule B

Description of Project

Schedule D

CROSS-CUTTING FEDERAL AUTHORITIES

The following list of cross-cutting federal authorities is provided for reference only; additional applicable federal cross-cutting authorities may exist. While the Super-Cross Cutters apply in all circumstances, certain of the Other Cross-Cutting Authorities listed may not apply in all circumstances.

Super Cross-Cutters

- Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d *et seq.*
- Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794
- The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102
- Section 13 of the Federal Water Pollution Control Act Amendments of 1972, Pub. L. 95-500

Other Cross-Cutting Authorities

- Archeological and Historic Preservation Act, 54 U.S.C. 312502
- Clean Air Act, 42 U.S.C. 7506(c)
- Coastal Barriers Resources Act, 16 U.S.C. 3501 *et seq.*
- Coastal Zone Management Act of 1972, 16 U.S.C. 1451 *et seq.*
- Endangered Species Act of 1973, 16 U.S.C. 1531 *et seq.*
- Farmland Protection Policy Act, 7 U.S.C. 4201 *et seq.*
- Fish and Wildlife Coordination Act, 16 U.S.C. 661 *et seq.*
- Magnuson-Stevens Fishery Conservation and Management Act, 16 U.S.C. 1801 *et seq.*
- Marine Mammal Protection Act of 1972, Pub. L. 92-522.
- Migratory Bird Treaty Act, 16 U.S.C. 703 *et seq.*
- National Historic Preservation Act, 54 U.S.C. 300101 *et seq.*
- Executive Order 11990 (1977) – Protection of Wetlands
- Safe Drinking Water Act, 42 U.S.C. 300f *et seq.*
- Wild and Scenic Rivers Act, 16 U.S.C. 1271 *et seq.*
- Executive Order 11593 (1971) – Protection and Enhancement of the Cultural Environment
- Native American Graves Protection and Repatriation Act, 25 U.S.C. 32