

COOPERATIVE AGREEMENT No. [REDACTED]
BETWEEN THE
U.S. FISH AND WILDLIFE SERVICE
AND THE
ASHTABULA TOWNSHIP PARK COMMISSION

I. RECIPIENT:

Ashtabula Township Park Commission (hereinafter, the "Park Commission")
120 Manola Avenue
Ashtabula, Ohio 44004

(440) 964-3819

[REDACTED]

TYPE OF APPLICANT: Township Park Commission established pursuant to
Ohio Revised Code 511.18

II. FINANCIAL DATA:

"BLANKET" COOPERATIVE AGREEMENT [hereinafter, the "Agreement"] No.: [REDACTED]
[This number is to be reported in all correspondence between the parties]

AMOUNT FUNDED: No funds have been allocated under this "blanket" Agreement, but such funds may be committed by one or more Task Orders (hereinafter, "TO") issued by the U.S. Fish and Wildlife Service (hereinafter, the "Service" or "FWS" or "the Government") under this Agreement. Funding for the TO(s) will be derived solely from the proceeds of the Consent Decree of July 7, 1999, captioned United States v. Gencorp., Inc., et al, Case No. 5:89-CV 1866, U.S. District Court, Northern District of Ohio, Eastern Division [hereinafter, the "Consent Decree"].

APPROPRIATION DATA: This information will be provided in detail on each TO that obligates Consent Decree funding under this Agreement.

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) No.: [not applicable; the Consent Decree funds are not federal funds appropriated by the U.S. Congress]

III. BACKGROUND, AUTHORITY AND PURPOSE:

This Agreement between the U.S. Fish and Wildlife Service, Department of the Interior (FWS), and the Ashtabula Township Park Commission (Park Commission), a political subdivision established pursuant to Ohio Revised Code Section 511.18, is hereby entered into under the authority of the Comprehensive Environment Response, Compensation and Liability Act (CERCLA) as amended [42 U.S.C. 9607(f)], and the Federal Water Pollution Control Act (FWPCA), as amended, [33 U.S.C. 1251 et seq.], the Fish & Wildlife Coordination Act of 1934 as amended [16 U.S.C. 661-666], and the Federal Grant & Cooperative Agreement Act of 1977 [31 U.S.C. 6304 & 6305]. These

laws authorize the federal government, states and Indian tribes to recover damages for injuries to natural resources and their supporting ecosystems, belonging to, managed by, appertaining to, or otherwise controlled by them and to enter into cooperative agreements with non-profit conservation organizations, as necessary, to restore those natural resources. Through Executive Orders and the National Contingency Plan (NCP), the President has designated the Secretary of the Interior to act on behalf of the public as trustee for natural resources and their supporting ecosystems, managed or controlled by the Department of the Interior.

The purpose of this Agreement is to facilitate the cooperation between the two parties for the purpose of fulfilling the restoration activities outlined in the Final Natural Resource Restoration Plan & Environmental Assessment for the Fields Brook Superfund Site (Restoration Plan), specifically Alternative B of the Restoration Plan attached and incorporated herein as **Attachment A**. Particularly, the Park Commission will assist the FWS, in cooperation with the Ohio Environmental Protection Agency (Ohio EPA), in protecting, restoring and acquiring habitat as replacement for that injured by hazardous substance releases. Funding for restoration is derived solely from the Consent Decree dated July 7, 1999, captioned United States v. Gencorp., Inc. et al., Case No. 5:89-CV 1866, U.S. District Court, Northern District of Ohio, Eastern Division (hereinafter, the Consent Decree).

This Agreement provides for the limited exchange of personnel, equipment, facilities and funds to obtain this goal.

IV. SCOPE OF WORK:

The FWS and the Park Commission will provide the necessary personnel, materials, services, facilities and funds to perform all things necessary for, or incidental to, the performance of this Agreement.

A. Description of Work/Objectives:

The FWS and the Park Commission have entered into this Agreement to restore, replace and/or acquire the equivalent of natural resources injured by contaminants including: polychlorinated biphenyls (PCBs), volatile organic compounds (VOCs), polycyclic aromatic hydrocarbons (PAHs), heavy metals, phthalates and low level radionuclides. Each Task Order (TO) issued by FWS to the Park Commission under this Agreement will be described separately. The FWS will ensure that each TO has the support of the Fields Brook Superfund Site Trustee Council (Trustee Council) per the Memorandum of Agreement (MOA) between the Ohio EPA and the U.S. Department of the Interior (DOI) dated December 23, 1998. Each project will be described in detail and the budget will be provided for that TO, which will be signed by authorized representatives of the FWS and the Park Commission.

B. The FWS will:

1. Provide, by means of this Agreement, a mechanism for the FWS to fund the Park Commission to implement specific restoration activities (i.e. land

acquisition, habitat restoration, etc., collectively referred to herein as "Restoration Projects") consistent with criteria set forth in the Restoration Plan, and any addenda presented to the public approved by the Fields Brook Natural Resource Trustee Council.

2. Designate a Program Officer for each TO issued under this Agreement, and notify the Park Commission of any change in assigned Program Officer by promptly providing written notification thereof.

3. Provide intermittent oversight to confirm that the project is completed in a timely manner and according to the terms of the task specification applicable to the subject project. The FWS will maintain written records and will provide timely copies of the same to the Park Commission.

C. The Park Commission shall:

1. Assist the FWS in identifying lands that meet the acquisition and habitat restoration criteria for natural resource restoration plans.

2. Use its best efforts to acquire the real estate identified in each TO issued by the FWS and accepted by the Park Commission, in furtherance of the natural resource restoration goals set forth in the Restoration Plan and subsequent addenda. If the Park Commission is holding title, it shall be subject to any restrictions, limitations, obligations, environmental covenants, and/or other interests specified in the TO for any lands purchased with funds for restoration. Notice of this requirement shall be approved by the FWS and the Park Commission, and shall be recorded by the Park Commission in the County where the real estate is located.

3. Designate a Program Officer and Administrative Officer for each TO issued under this Agreement, and promptly notify the FWS of any changes in said Program Officer by providing written notification.

4. Maintain a project file throughout the course of the project, to include, at a minimum, the following documents: the "blanket" Cooperative Agreement, each TO, Environmental Covenant, Restoration Plan, invoice, quarterly progress report, receipt, and any other document as required in Section V.

5. Inspect completed projects annually for the life of each project to insure adherence to restoration project specifications and covenants, and report any inconsistencies or violations to the FWS Project Officer within 10 working days of discovery of said violation.

6. Provide written quarterly reports to the FWS Project Officer specifying those items delineated in Section V. herein.

7. Recognize the U.S. Fish & Wildlife Service, Ohio EPA, and their advisors, the Ohio Department of Natural Resources (ODNR) and the National Oceanic and Atmospheric Administration (NOAA) in all written and verbal references to the land acquisition, including signs and plaques.

D. The Park Commission and FWS mutually agree:

1. To meet as necessary to coordinate and expedite the land acquisition process, and to coordinate habitat restoration projects as may be deemed necessary, acceptable and appropriate.
2. Nothing in this Agreement shall be construed as obligating the FWS or the Park Commission to expend funds, provide services, or to involve the United States or the Park Commission in any contracts or other obligations for future payment of money in excess of the funds specified in any given TO.
3. To cooperate in the final inspection of the land acquisition site(s) prior to acceptance, unless it is mutually deemed to be unnecessary.
4. Each party shall be responsible for its own acts and omissions and any liability arising there from, to the extent authorized by law, and shall not be responsible for the acts and omissions of the other party. Each party shall be liable for injuries to third parties or property only to the extent that such injuries or damage was occasioned by negligence or fault of that party's employee(s), and then only to the extent provided by law.
5. FWS is responsible for ensuring that the projects chosen for accomplishment under the Agreement and Task Orders are authorized under the terms of the aforementioned Consent Decree, the Restoration Plan, and its agreements with the Ohio EPA.

V. REPORTS:

1. The Park Commission shall submit written quarterly progress reports delineating the status of the Restoration Project(s). The progress reports shall include:
 - a. activities conducted during the period, referenced by TO number(s);
 - b. problems encountered during the period;
 - c. schedule variances and corrective actions, if necessary;
 - d. projected activities for the next quarter;
 - e. status of projects under construction;
 - f. documents related to or appertaining to expenditure by the Park Commission and cost accounting of funds received from the FWS, including receipts.

Notwithstanding any other reporting obligations required by the Project Officer, the Park Commission shall provide two copies of all news articles published about the project to the FWS Project Officer.

2. The Park Commission shall immediately notify the FWS Program Officer within 10 days of any development that could have a significant impact on the project. Also, immediate notification shall be given in the case of problems, delays, or adverse conditions that

materially impair the Park commission's ability to meet the objectives of the Agreement. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

VI. PERIOD OF PERFORMANCE:

The period of performance of this Cooperative Agreement is from the final date of signature by the Park Commission representative and the FWS Contracting Officer, until terminated by either party as described in Section XII of this Agreement and/or funds available for this Restoration Plan have been depleted. Prior to the end of the five (5) year period following execution of this Agreement, it will be reviewed by both parties and a determination will be made whether the Agreement should be renewed.

VII. FINANCIAL ADMINISTRATION:

1. The funding contributed by the FWS shall be shown on each TO issued under this Agreement. The Park Commission must not accrue expenditures to be charged to the FWS nor will the FWS be obligated to reimburse the Park Commission for expenditures in excess of the obligated amount. Should excess costs be expected, the Park Commission shall contact the FWS Program Officer for supplementation approval, to confirm the availability of funds for the excess costs incurred by the Park Commission, in which case FWS will issue a funded modification to the TO.
2. The Park Commission's cost-sharing contribution will be shown on each TO issued under this Agreement, which will include a budget accompanying the project description.
3. Pre-award costs under this Agreement include direct and indirect expenses incurred by the Park Commission prior to the actual award date of the Agreement. All Pre-award costs are incurred at the Park Commission's risk (i.e., the FWS is under no obligation to reimburse such costs if for any reason the Park Commission does not receive a TO or if the award is less than anticipated and inadequate to cover such costs).
4. Should the Park Commission be unable to complete the provisions of this Agreement or any TO, any advanced Consent Decree funds allocated to cover costs which prove to be cancelable obligations, or unallowable in accordance with OMB Circular A-87 (for state, local and Indian tribal governments), shall be refunded to the FWS.
5. Upon acceptance of the terms and conditions of this Agreement and subsequent modifications or TO's as they occur, the Park Commission may submit requests for payment using either a Standard Form 270 Request for Advance or Reimbursement or the Park Commission's standard invoice to the Service's Program Officer listed in Section IX of this Agreement. All Recipients not currently receiving funds electronically from the Department of the Interior or FWS are responsible for completing an SF 3881 (ACH Vendor/Miscellaneous Payment Enrollment Form) and forwarding it to the FWS Program Officer. The Division of Contracting and Facilities Management (CFM) will provide an SF 3881 (ACH form) upon request. The Park Commission shall submit an original and two copies of invoices to the

FWS Program Officer for approval and transmittal to the paying office. All invoices shall include a reference to Cooperative Agreement number [REDACTED] as well as the specific Task Order Number.

6. Any portion of funds not expended at the completion of the period of performance of this Agreement shall be returned to the FWS, and re-credited to the natural resource damage settlement account established for settlement funds received pursuant to the Consent Decree, along with any interest earned on that amount.
7. The Park Commission must furnish the following minimum information in support of all costs invoiced:
 - a. The period of performance for the costs claimed;
 - b. Current and cumulative expenditures by cost categories in the approved budget, and any other supporting data for unusual expenditures; and,
 - c. Proof of payment, including legible copies of receipts and invoices.
8. **Notice to U.S. Fish and Wildlife Service Contractors/Vendors.** The Debt Collection Improvement Act of 1996 (P.L. 104-134) was signed into law on April 26, 1996. Under this law, Federal agencies issue payments via electronic fund transfers rather than by paper checks. All recipients of Federal payments (except IRS tax refunds and credit card orders) must receive them electronically. This requires all recipients to be enrolled in the Automated Clearing House (ACH) electronic banking database system.

VIII. GOVERNMENT FURNISHED PROPERTY

The FWS has not authorized the Park Commission to incur expenses for capital equipment, legal fees and/or property to be chargeable to the FWS.

IX. PROGRAM OFFICERS

- A. The FWS Program Officer is responsible for administering the performance of work under this Agreement. However, no oral understanding, agreement, modification, change order, or other matter deviating from the terms of this Agreement, or any Task Order(s) issued pursuant to the Agreement, shall be effective or binding upon the Government unless formalized in writing and executed by the FWS Contracting Officer and the Park Commission.

On all matters that pertain to the Agreement's contractual terms, the Park Commission shall communicate with the Contracting Officer. Whenever, in the opinion of the Park Commission, the Program Officer requests effort outside the scope of the Agreement, the Park Commission shall so advise the Program Officer. If there exists a disagreement as to the proper work coverage, the Park Commission shall notify the Contracting Officer in writing immediately. Proceeding with work outside the terms and conditions of the Agreement could result in nonpayment of invoices.

- B. The Program Officer for the U.S. Fish and Wildlife Service (for the basic Agreement;

Task Order(s) may have other project officers assigned) is as follows:

David DeVault
Fish & Wildlife Biologist
Ecological Services
U.S. Fish and Wildlife Services
1 Federal Drive
Fort Snelling, MN 55111
Telephone: 612-713-5340
Fax: 612-713-5292
dave_devault@fws.gov

C. The Program Officer for the Recipient is:

Chairman of the Ashtabula Township Park Commission
Mike Wayman
120 Manola Avenue
Ashtabula, OH 44004
440-964-3819
440-964-7652 – Fax
lakeshore@alltel.net

X. ADMINISTRATIVE OFFICERS

A. The Administrative/Contracting Officer for the U.S. Fish and Wildlife Service is:

Ken Kaseforth
U.S. Fish and Wildlife Service, Region 3
1 Federal Drive
Fort Snelling, MN 55111
Telephone: 612-713-5219
Fax: 612-713-5151
kenneth_kaseforth@fws.gov

B. The Administrative Officer for the Recipient is:

Administrative Assistant
Brenda Stephens
c/o Ashtabula Township Park Commission
120 Manola Avenue
Ashtabula, OH 44004
440-964-3819
440-964-7652 – Fax
lakeshore@alltel.net

XI. MODIFICATIONS AND RENEWALS

The FWS and the Park Commission may amend this Agreement through mutual written agreement. Either party may propose modifications or renewals at any time during performance of this Agreement. Such modifications or renewals shall become effective upon the written approval of authorized representatives of both parties.

XII. TERMINATION

This Agreement may be terminated, by mutual agreement, after ninety (90) days written notification. All or part of this notice requirement may be waived with the mutual written consent of authorized representatives of both parties. In either case, the parties shall make good faith efforts to agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated and the remaining obligations of the parties.

The FWS may unilaterally terminate this Agreement, in whole or in part, if the Park Commission fails to comply with the terms and conditions of this Agreement.

XIII. GENERAL PROVISIONS

- A. The U.S. Fish and Wildlife Service General Provisions for Financial Assistance shall be applicable to this Agreement. (**Attachment B**)
- B. The Park Commission shall comply with the Code of Federal Regulation Title 43, Part 11, Administrative and Audit Requirements and Cost Principles for Assistance Agreements. (**Attachment B**)
- C. Each party agrees that it will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other party and the results thereof to the extent authorized by applicable law (as specified below). The FWS, and the Park Commission respectively, will assume all risks and liability to itself, its agents or employees, for any injury to person or property resulting from any operations of its agents or employees under this Agreement, and for any loss, cost, damage, or expense resulting at any time from any and all causes due to any acts, or negligence, or the failure to exercise proper precautions of or by itself or its own agents to this Agreement.

The liability of the Federal Government will be governed by the Federal Tort Claims Act (28 U.S.C. 2671 *et seq.*) The liability of the Ohio Department of Natural Resources, Ohio EPA, and the Park Commission, will be governed by applicable Federal and State Statutes and common law.

XIV. CERTIFICATIONS

The Certifications applicable to the Federal Domestic Grants and Cooperative Agreements, as executed by an authorized representative of the Park Commission, is a part of the Agreement and incorporated as **Attachment C**.

XV. SPECIAL PROVISIONS

- A. Title 44, U.S. Code, Section 501, requires Recipients to accomplish all printing and publishing through the Government printing Office (GPO) if Federal funds are used. Therefore, the Park Commission shall submit one complete copy of items to be printed for public distribution, in print-ready format. The Park Commission shall also submit the distribution list (complete with names and addresses), and any special instructions for printing. Acceptable formats include: Word Perfect or Word for text; Pagemaker, freehand or hardcopy for images, Photoshop, actual prints or slides for photographs.
- B. Publication of any reports or parts thereof by the Park Commission's personnel shall be subject to FWS and OHIO EPA's review and comment. Authorship shall not incur any privileges of copyright nor restriction on distribution. Appropriate credits to the United States Department of the Interior, Fish and Wildlife Service shall be included in any formally published article providing the FWS does not otherwise feel it appropriate to issue a disclaimer.
- C. The Government reserves the right to reproduce and distribute, for its own purposes, any products(s) resulting from this cooperative Agreement. These products may include, but not be limited to, leaflets, booklets, video recordings, slide presentations, or posters. The Park Commission agrees, for a period not to exceed six months after the completion date of this Agreement, to provide to the Government at its request and at no cost, camera-ready copy of any printed material produced under this Agreement.
- D. All documents approved for printing shall bear the appropriate FWS logo, supplied by the Project Officer, on the first page inside the cover with the following statement:
- "Partial funding for this program is supported by a grant/cooperative agreement from the U.S. Department of the Interior, Fish and Wildlife Service and the Ohio Environmental Protection Agency acting as Natural Resource Trustees at the Fields Brook Superfund Site."

In witness whereof, each party has caused this Agreement to be executed by its authorized official on the date and year set forth below their signatures.

U.S. FISH AND WILDLIFE SERVICE

**THE ASHTABULA TOWNSHIP
PARK COMMISSION**

By:  11/29/05
Signature Date

By:  12-5-05
Signature Date

GENERAL PROVISIONS for FINANCIAL ASSISTANCE

The following Regulations and OMB (Office of Management and Budget) Circulars are hereby incorporated by reference in this agreement

A. THE FOLLOWING REGULATIONS APPLY TO RECIPIENTS as indicated:

1. 43 CFR Part 12:
 - a. Subpart A - Administrative and Audit Requirements and Cost Principles for Assistance Programs. (All Recipients)
 - b. Subpart B - Audit Requirements for State and Local Governments.
 - c. Subpart C - Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
 - d. Subpart D - Government wide Debarment and Suspension (Nonprocurement) and Government wide Requirements for Drug-Free Workplace (Grants). (All recipients)
 - e. Subpart E - Buy American Requirements for Assistance Programs. (All recipients)
 - f. Subpart F - Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.

B. PROFIT ORGANIZATIONS and INDIVIDUALS

1. 48 CFR Part 31.2 (Federal Acquisition Regulations) - Cost Principles for Contracts with Commercial Organizations.

The above is implemented by the following as indicated:

A. NON-PROFIT ORGANIZATIONS including INSTITUTIONS OF HIGHER EDUCATION & HOSPITALS

1. OMB Circular A-110 - Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.
2. OMB Circular A-21 - Cost Principles for Educational Institutions.
3. OMB Circular A-122 - Cost Principles for Non-Profit Organizations.
4. OMB Circular A-133 - Audits of Institutions of Higher Education and Other Non-Profit Organizations.

STATE/LOCAL GOVERNMENT and INDIAN TRIBES

1. OMB Circular A-102 - Uniform Administrative Requirements for Grants and Agreements with State and Local Governments.
2. OMB Circular A-87 - Cost Principles for State and Local Governments.
3. OMB Circular A-128 - Audits of State and Local Governments.

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.


PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Commission Chairman
APPLICANT ORGANIZATION Ashtabula Township Park Commission	DATE SUBMITTED 12-5-05