REQUIRED CERTIFICATIONS

GENERAL CONDITIONS

The undersigned submits this application under the Federal Emergency Management Agency's Hazard Mitigation Grant Program (HMGP) and certifies it will fulfill all program requirements.

The undersigned acknowledges that actions initiated and/or completed without fulfilling the specific documentation and procedural requirements of the National Environmental Policy Act (NEPA) may not be considered for FEMA funding. Only in rare situations, where actions were initiated in an emergency situation to prevent or reduce an immediate threat to life, health, property or severe economic losses can exceptions be considered, if otherwise eligible. However, no project application can be considered for FEMA funding that was initiated prior to the receipt of this application from the NYS Division of Homeland Security and Emergency Services (DHSES).

The undersigned acknowledges that to retain eligibility for funding, the subrecipient may not initiate work on this project prior to FEMA approval. Furthermore, that as a condition of any project approval; the subrecipient acknowledges that they are responsible for obtaining all required permits prior to project initiation. Copies of all permits are to be forwarded to DHSES. Any modifications to the approved scope of work must be submitted to FEMA (through DHSES) for approval. All site inspections and maintenance should be documented and maintained by the subrecipient, since this would be essential in determining the eligibility of federal funding for future damages arising at the sites.

The undersigned acknowledges that other types of federal assistance that have been received for this project has been identified within this application. In addition, all requests or anticipated requests for funding made to other federal agencies or sources are also identified within this application.

Printed Name: _____ Signature: _____

Title: _____ Date: _____

ACQUISITION CERTIFICATION

Participation is voluntary and prospective homeowners may withdraw their participation at any time. Attached are copies of Voluntary Participation Waiver(s) signed by property owner(s). The waiver included; statements from each owner stating that they voluntarily agree to participate in the program under this condition and for FEMA to provide Duplication of Benefits information to DHSES.

To the best of my knowledge and belief, all data/information that is submitted within this application is true and correct.

Printed Name: _____ Signature: _____

Title: _____ Date: _____

MAINTENANCE AGREEMENT

The *City/Town/Village/County* of _____, State of New York, hereby agrees that if it receives any Federal aid as a result of the attached project application, it will accept responsibility, at its own expense if necessary, for the routine maintenance of any real property, structures, or facilities acquired or constructed as a result of such Federal aid. Routine maintenance shall include, but not be limited to, such responsibilities as keeping vacant land clear of debris, garbage, and vermin; keeping stream channels, culverts, and storm drains clear of obstructions and debris; and keeping detention ponds free of debris, trees, and woody growth.

The purpose of this agreement is to make clear the subrecipients maintenance responsibilities following project award and to show the subrecipient's acceptance of these responsibilities. It does not replace, supersede, or add to any other maintenance responsibilities imposed by any Federal law or regulation and which are in force on the date of project award.

Tri-annual inspections of each property must be documented and submitted to the State by the subrecipient.

Printed Name: _____ Signature: _____

Title: _____ Date: _____

FUNDING CERTFICATION

I hereby certify that the minimum 25% Non-federal share of this project as per the certification/ agreement between the Subrecipient and Homeowner(s) provided with Property Specific information (please check one):

- ☐ Will be the responsibility of the Homeowner(s).
- ☐ Will be the responsibility the Subrecipient and is anticipated to be available within ____ months of project approval.
- ☐ Will be the responsibility of both the Subrecipient and Homeowner(s).

Printed Name: _____ Signature: _____

Title: _____ Date: _____

STATE-LOCAL DISASTER ASSISTANCE AGREEMENT – 404 HAZARD MITIGATION GRANT PROGRAMS

This agreement between the State of New York and _____

(Entities Name)

shall be effective on the date signed by the subrecipient. It shall apply to all assistance funds provided by or through the State to the subrecipient as a result of the declaration of a major disaster by the President of the United States FEMA DR-4615-NY. The subrecipients designated representative certifies that He/She has legal authority to apply for assistance on behalf of the subrecipient, and that the subrecipient will:

1. Provide all necessary financial and managerial resources to meet the terms and conditions of receiving federal and/or state disaster assistance.

2. Use disaster assistance funds solely for the purpose for which these funds are provided and as approved by the Governor's Authorized Representative (GAR).

3. Agree to assume costs of the non-federal (at least 25% of the projects total cost).

4. Designate a subrecipients local Agency to act on the jurisdiction's behalf and will establish and maintain a proper accounting system to record expenditures of disaster assistance funds in accordance with generally accepted accounting standards or as directed by the GAR.

5. Return to the State, within 15 days of a result for payment by the GAR, any advance funds received which are not supported by audit or other federal or state review of the subrecipient's compliance with program requirements.

6. Give federal and state agencies, designated by the GAR, access to and the right to examine all records and documents related to the use of disaster assistance funds.

7. Comply with all applicable codes and standards as pertain to this project and agree to provide all appropriate project maintenance.

8. Comply with all applicable provisions of federal and state law and regulations with regard to the procurement of goods and services.

9. Begin project work within 90 days of the approval of the grant and follows a pre-approved timetable for project completion.

10. Comply with all federal and state statutes and regulations relating to non-discrimination.

11. Comply with provisions of the Hatch Act limiting political activities of public employees.

12. Comply with the National Flood Insurance Program (NFIP) purchase requirements.

13. Not enter into cost-plus-percentage-of-cost contracts for the completion of HMGP project work.

14. Not enter into contracts for which payment is contingent upon receipt of federal or state funding.

15. Not enter into contracts with any party debarred or suspended from participating in federal assistance programs.

Signed for the Subrecipient

Printed Name: _____ Signature: _____

Title: _____ Date: _____

Signed for the State

Printed Name: _____ Signature: _____

Title: _____ Date: _____