

Open Space --Sub-applicant Maintenance Agreement Certification (On Municipal Letterhead)

WHEREAS, the [city/county] (herein after referred to as the Sub-applicant) and the Commonwealth of Pennsylvania, PEMA, (herein after referred to as the Applicant) desire to reduce or eliminate future natural hazard damages in the best interest of the community, the State, and the federal government; and

WHEREAS, the FEMA Hazard Mitigation Grant Program (HMGP) provides cost-shared federal funding to reduce or eliminate the long-term risk of natural hazard damage to infrastructure and buildings through a national competitive process; and

WHEREAS, the FEMA Hazard Mitigation Grant Program (HMGP) funds may be used to acquire hazard-prone structures and the property on which they are located, subject to demolition or relocation of the structures and placement of a deed restriction limiting future use of the land to permanent open space purposes;

NOW, THEREFORE, the Sub-applicant and the Applicant agree to participate in the FEMA Hazard Mitigation Grant Program (HMGP) funded by the U. S. Department of Homeland Security, Federal Emergency Management Agency (FEMA) based upon the Hazard Mitigation Assistance Unified Guidance (2010), and:

1. Agree to acquire real property voluntarily from owners and demolish hazard prone structures restricting the land to open space in perpetuity;
2. The Sub-applicant has obtained from the owner of the real property a signed statement of voluntary participation. The Sub-applicant will not use its eminent domain authority to acquire any property with Hazard Mitigation Grant Program (HMGP) funds should negotiations fail and will consider the owner's fair market value of the property;
3. The Sub-applicant agrees that land acquired for open space purposes under the Hazard Mitigation Grant Program (HMGP) will be restricted in perpetuity to open space uses and will be unavailable for the construction of flood damage reduction levees, transportation facilities, and other incompatible purposes
4. The Sub-applicant agrees to record Deed Restrictions for each affected property utilizing the Model provided on the FEMA website. At close-out, the State will provide the FEMA Regional Director confirmation that such Deed Restrictions were recorded for each property included in the final project.
5. Prior to acquisition, PEMA will consult with the U.S. Army Corps of Engineers who considered the potential future use of these lands for the construction of flood damage levees, and has rejected consideration of such measures in the future in the project area, and instead has chosen to proceed with acquisition of permanent open space;
6. Prior to acquisition, PEMA will coordinate with and will document such coordination with the State Department of Transportation to ensure that no future, planned improvements or enhancements are under consideration that will affect the proposed project area;
7. The Sub-applicant agrees to remove all existing buildings within 90 days of the settlement, and to establish vegetation to minimize erosion and sedimentation;
8. The Sub-applicant agrees to maintain vegetation cover on the property in perpetuity, either in a natural state or as is appropriate for such other public open space uses to which the site is devoted;

9. Post grant award, the Sub-applicant will transfer a property interest in the acquired land only with the prior approval of the FEMA Regional Director and only to another public entity or to a qualified conservation organization;

10. Every three years, Applicant (PEMA) will notify sub-applicant when report is due and the Sub-applicant must submit this report to the Applicant, who will submit to the FEMA Regional Director, a report certifying that it has inspected the subject property within the month preceding the report, and that the property continues to be maintained according to the terms of the grant. If the subject property is not maintained according to the terms of the grant, the Applicant and FEMA, its representatives, and assigns are responsible for taking measures to bring the property back into compliance;

11. After settlement, no disaster assistance for any purpose from any Federal entity may be sought or provided with respect to the property, and FEMA will not distribute flood insurance benefits for that property for claims related to damage occurring after the date of the property settlement; and

12. The deed must reference and incorporate the Model Deed Restrictions on the FEMA website.

Signature of Sub-applicant

Sub-Applicant (Type Name and Title)

Date: _____

Signature of Applicant

Applicant (Type Name and Title)

Date: _____