

SAMPLE OPEN SPACE – SUBRECIPIENT MAINTENANCE AGREEMENT CERTIFICATION
(Place On Municipal Letterhead)

WHEREAS, the [city/county] (herein after referred to as the Subrecipient) 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 CDBG-DR Buyout Program (Buyout) provides federal funding to reduce or eliminate the long-term risk of natural hazard damage to infrastructure and buildings; and

WHEREAS, the CDBG-DR Buyout Program (Buyout) funds may be used to acquire hazard-prone structures and the property on which they are located, subject to demolition of the structures and placement of a deed restriction limiting future use of the land to permanent open space purposes;

NOW, THEREFORE, the Subrecipient and the Applicant agree to participate in the CDBG-DR Buyout Program (Buyout) funded by the U. S. Department of Housing and Urban Development., 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 Subrecipient has obtained from the owner of the real property a signed statement of voluntary participation. The Subrecipient will not use its eminent domain authority to acquire any property with CDBG-DR Buyout Program funds should negotiations fail and will consider the owner's fair market value of the property;
3. The Subrecipient agrees that land acquired for open space purposes under the CDBG-DR Buyout Program 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 Subrecipient agrees to record Deed Restrictions for each affected property. At close-out, the State will provide the DCED and PEMA with 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 Subrecipient agrees to remove all existing buildings within 90 days of the settlement, and to establish vegetation to minimize erosion and sedimentation;
8. The Subrecipient 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 Subrecipient will transfer a property interest in the acquired land only with the prior approval of DCED and only to another public entity or to a qualified conservation organization;
10. Every three years, Applicant (PEMA) will notify subrecipient when report is due and the Subrecipient must submit this report to the Applicant, 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 PEMA, 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 Deed Restrictions approved by PEMA and DCED.

Signature of Subrecipient

Subrecipient (Type Name and Title)

Date: _____

Signature of Applicant

Applicant (Type Name and Title)

Date: _____