

CHIRP Grant Assurance Form (requires digital signature)

Please certify that you have read each certification item:

_____ All information and statements contained in this Application, and all documents and exhibits submitted with this Application, are to the best of Applicant's knowledge, true, accurate, complete and not misleading, as of the date of this Application. Any further information or documentation submitted by Applicant in connection with this Application shall also be subject to this certification, which shall be deemed to be remade as of the date submitted.

_____ Applicant has and will continue to fully comply with, all federal, state and local laws and regulations (including COVID-19 restrictions [i.e. social distancing, wearing and requiring wearing of masks, large gathering capacity limits, etc.]) applicable to this grant and applicable to Applicant's business, assets and/or operations, and the Applicant is not currently under investigation with respect to any violation of, or other failure to comply with, any such applicable law or regulation. No funds will be used for any purpose or in any manner that violates federal, state, or local laws or regulations. All funds will be utilized for purposes consistent with the Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act").

_____ The Application is based on the Applicant's reasonable estimate of financial need for, and all funds will be utilized by the Applicant solely for COVID-19 related expenses and lost revenue necessary to maintain or continue the Applicant's operations in the County of Schuylkill, Pennsylvania, and all funds received from this program by Applicant shall be used for such purposes.

_____ Applicant will submit additional information and documentation in support of this application and/or the grant requested or awarded with respect to this Application, in each case, upon request, and will permit the County of Schuylkill or its representatives, designees or affiliates and Pennsylvania Department of Community and Economic Development (DCED) to inspect and/or audit the books, records, premises and operations of the Applicant to assure compliance with the requirements of this program. Applicant hereby acknowledges and agrees that all information may be shared by and with the County of Schuylkill, Pennsylvania ("County"), NEPA Alliance, their respective partners, designees, affiliates, employees, agents, volunteers and committees to the extent such disclosure is made in connection with the application and this grant program.

_____ Applicant was in operation on February 15, 2020 and paid income taxes to the Federal and State government as reported on individual or business tax returns.

_____ COVID-19 has had an adverse economic impact on the Applicant which makes the grant request necessary to support the ongoing operations of the Applicant.

_____ The grant will be used to pay for COVID-19 related economic impacts.

_____ During the period beginning on January 1, 2021, and ending on June 30, 2021, the Applicant has not and will not receive another grant under this program.

_____ **AVAILABLE FUNDS ARE LIMITED AND SIGNIFICANT INTEREST IS ANTICIPATED.** Applicant recognizes that there is no assurance that Applicant will be awarded any grant of any size regardless of how well the Applicant may meet the criteria used for awarding these grants and regardless of what the Applicant may have been told or read with respect to this grant program. As a condition and in exchange for the consideration of receiving and reviewing this application, the Applicant hereby releases and will hold harmless the County, NEPA Alliance, their respective partners, designees and affiliates in facilitating and administering this grant program and their respective Board of Commissioners, Boards of Directors, officers, employees, representatives, volunteers and committees of and from any and all claims and/or causes of action of any kind or type arising from or out of (a) their receipt and review of this application and any information or documentation of or concerning the Applicant, (b) any decisions or recommendations with respect to this application, (c) the administration of this program and/or the award or denial of funds and/or the sufficiency thereof, and (d) any other matter or thing related to this program.

_____ As a condition of Applicant's submission of the Application and receipt of any Benefits made available under the Program, the Applicant hereby releases the County, NEPA Alliance, their respective partners, designees and affiliates in facilitating and administering this benefit program and their respective Board of Commissioners, Boards of Directors, officers, employees, representatives, volunteers and committees of and from any claims and/or causes of action of any kind or type arising from or out of (a) their receipt and review of the Application, (b) the administration of the Program and/or distribution or delivery of the Benefits available under the Program, (c) the benefits received by the Applicant, and (d) any other matter or thing related to the Program.

_____ All decisions and recommendations with respect to this application and this grant are final when made and are non-appealable. The Applicant acknowledges that grant award determination will be made based on both objective and subjective analysis of information available. The Applicant also acknowledges that the identity of funding applicants and recipients, and award amounts may become public information.

_____ Applicant certifies that expenses for which you are seeking grant funds were not used as a cost base against which your business/organization received reimbursement or loan forgiveness from The CARES Act or Consolidated Appropriations Act, 2021 that is not required to be repaid to the Federal Government (PPP, EIDL, Shuttered Venues, CRBG) and/or the act of May 29, 2020 known as the COVID-19 Emergency Supplement to the General Appropriation Act of 2019 (CWCA). In the event DCED determines that the applicant previously received prior assistance from the above mention programs for costs that they already reimbursed themselves and they also used the County's assistance to pay for those same costs, it will be determine that a duplication of benefits have occurred. When such duplications of benefits have been determined, the applicants agree to pay the full amount of such duplication back to the County.

_____ Applicant certifies the business is not behind on any federal, state, or local taxes of any kind, or, if so, is engaged in a workout/payment plan.

_____ Applicant certifies businesses operations will continue for a period of not less than 12-months from the date of the application if a grant is offered.

_____ Applicant certifies the business has not been cited by any government authority for violating any COVID-19 safety measures (i.e. social distancing, requiring masks, etc.) in the conduct of business since March 1, 2020.

_____ With the possible exception of "personal financial information" as defined under the Pennsylvania Right to Know Law "RTKL"), please be aware that your application and supporting documentation may be subject to requests made pursuant to the Pennsylvania Right to Know Law.

The individual signing below is legally authorized by the Applicant to submit this application, to sign this certification and to legally bind the Applicant.

CLAWBACK PROVISION: I understand violation of any of these conditions may require repayment of all or a portion of the grant award, as determined by the County of Schuylkill or assignees.

I hereby agree to all the above requirements and agree that this Application is final and cannot be edited.

Applicant Digital Signature: _____ Date: _____