

Certification by Applicant

Initial

The Applicant hereby certifies that:

1. 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.

2. 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").

3. 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, system buildout, working capital, operational costs or COVID-19 health or safety related expenses necessary to maintain or continue the Applicant's operations in Mifflin County, Pennsylvania, including payroll, rent, debt service, supplies, personal protective equipment and other operating expenses, and retrofitting capital costs, and all funds received from this program by Applicant shall be used for such purposes.

4. 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 Mifflin or its agents/assigns, 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 Mifflin County, its agents/assigns and 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.

5. 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 Mifflin County, its agents/assigns and 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.

6. As a condition of Applicant's submission of the Application and receipt of any benefits made available under the Program, the Applicant hereby releases Mifflin County, its agents/assigns and 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.

7. 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 and that award determinations need not follow strictly or consistently any scoring method(s) utilized. The Applicant also acknowledges that the identity of funding applicants and recipients, and award amounts may become public information.

_____ 8. Applicant certifies that expenses for which you are seeking grant funds were not used as a cost base against which your business/organization received funding from US SBA PPP or EIDL loan programs, or the CDFI grant program. (Refer to the federal Stafford Act-Section 313 for additional guidance.)

_____ 9. 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.

_____ 10. Applicant certifies businesses operations will continue for a period of not less than 12-months from the date of the award, if a grant is offered.

_____ 11. 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.

_____ 12. All grant expenses will contribute to the increase of capacity to a significant extent until the need for distance learning and telework has passed due to the COVID-19 pandemic and any improvements can be directly attributed to supplying a need principally due to the current public health emergency.

_____ 13. 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 Mifflin County or agents/assigns.

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

Applicant Signature: _____

Date: _____, 2020

Revised 8/19/2020.