GRANT APPLICATION

(Nitrogen Reducing Septic System Replacement or Upgrade - Installation)

This application is being submitted to the County of Dukes County, Massachusetts (the “County”) by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Homeowner”), the owner and year-round resident of the residential property located in at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Massachusetts (the “Property”), for a grant (the “Grant”) to pay, on a reimbursement basis, the costs of the acquisition, construction and installation of an eligible nitrogen reducing septic system replacement or upgrade at the Property.

The Grant, if awarded, will be provided with federal financial assistance received by the County from the State & Local Fiscal Recovery Fund (CFDA No. 21.027), authorized by the American Rescue Plan Act of 2021 (“ARPA”), in the total amount of Three Million Three Hundred Sixty-Six Thousand Five Hundred Thirty-Eight Dollars ($3,366,538.00) identified as federal award identification number SLFRP5544 (the “ARPA Grant”) with a federal award date of October 20, 2021, provided by the United States Treasury (“Treasury”).

If awarded a grant pursuant to this application, the Homeowner will be required to enter into a Grant Agreement (the “Grant Agreement”) to which this Application will be attached and become a part. The Homeowner, as beneficiary of the ARPA Grant, agrees to comply with the terms and conditions of the ARPA Grant, including, but not limited to, the covenants, conditions and obligations contained in the Grant Agreement and all of the following terms and conditions:

1. Use of Funds.  Homeowner understands and agrees that the Grant, if awarded, may only be used to pay, on a reimbursement basis, the reasonable costs the acquisition, construction and installation of a new nitrogen reducing replacement of or upgrades to septic system at the Property, meeting all of the following criteria
	* 1. *Approved Design; Nitrogen Release*.  The design for the nitrogen reducing septic system replacement or upgrade to be acquired, constructed and installed must have been completed and approved by the Board of Health, evidenced by a letter to be delivered by the Board of Health to the Homeowner, with a copy to the County. The replaced or upgraded septic system must be designed to achieve a removal standard of releasing not more than 10 mg/l of nitrogen into the ground after treatment.
		2. *New System or Upgrade.*  The new nitrogen reducing replacement system or upgrade must be to an existing septic system, which existing septic system must be currently in use. The acquisition, construction and/or installation of the replacement of or upgrade to the existing septic system must not have commenced prior to signing the Grant Agreement. For avoidance of doubt, (i) it is not a requirement for Grant eligibility that the existing septic system be in poor or failing condition and (ii) grants may be awarded either for full nitrogen reducing replacement septic systems or for specific nitrogen reducing upgrades to septic systems.
		3. *Equivalent Size*.  The replaced or upgraded septic system must permit flow not in excess of the flow permitted by the existing septic system (i.e. the replaced or upgraded septic system will not, under existing zoning, allow for an increase in the number of permitted bedrooms, the installation of a commercial kitchen, or for any other use of the Property in excess of the use allowed with the existing system).
		4. *Board of Health Permit*.  Once complete, the replaced or upgraded septic system must be permitted by the Board of Health, evidenced by a copy of the final permit to be delivered by the Board of Health to the Homeowner, with a copy to the County.
2. Income Limit.  The aggregate income of the Homeowner’s household may not exceed 240% of the Area Median Income (AMI) for the County, adjusted for household size. See Exhibit A. If the Homeowner is selected for a grant award, it will be required to submit a copy of its most recently filed IRS Form 1040 (or other applicable federal income tax return) to evidence compliance with this condition.
3. Timeline for Obligation and Expenditure.   The Grant, if awarded, will not reimburse any costs other than those incurred (i.e. obligated) during the period from the date of the Grant Agreement to June 30, 2024 (subject to extension by the County in its sole discretion, but not later than December 31, 2024 as required by the terms of the ARPA Grant). No portion of the Grant, if awarded, will be disbursed after December 31, 2026, as required by the terms of the ARPA Grant
4. Reporting. The Homeowner agrees to comply with all reporting obligations established by Treasury and/or the County as they relate to the Grant, including without limitation the reporting described in Schedule A to the Grant Agreement.
5. Maintenance of and Access to Records.
	1. Homeowner shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury’s regulations implementing that section, guidance issued by Treasury regarding the foregoing, any guidance provided by the County.
	2. The County, the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of the Homeowner, in order to conduct audits or other investigations.
	3. Records shall be maintained by Homeowner for a period of seven (7) years after all Grant funds have been expended or returned to the County, whichever is later.
6. Conflicts of Interest. The Homeowner and its contractor must disclose in writing to County any potential conflict of interest affecting the Grant or the Project in accordance with 2 C.F.R. § 200.112. The Homeowner and its contractor must also comply with G.L. c. 268A, to the extent applicable.
7. Compliance with Applicable Law and Regulations.
	1. Homeowner agrees to comply with, and to fully cooperate with the County with respect to the County’s compliance with, the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, guidance issued by Treasury regarding the foregoing and any guidance provided by the County. The Homeowner agrees to comply with, and to fully cooperate with the County with respect to the County’s compliance with, all applicable local, state and federal statutes, laws, rules, regulations, and executive orders, and to provide for such compliance and cooperation by other parties in any agreements it enters into with such other parties relating to the ARPA Grant funding the Grant.
	2. Federal and state laws and regulations applicable to the ARPA Grant include, without limitation, the following:
		1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200 (the “Uniform Guidance”), other than such provisions as Treasury may determine are inapplicable and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to the Grant. *Note that the Uniform Guidance includes, among other provisions, provisions relating to debarment (2 C.F.R. 200.214), procurement and bidding standards (2 C.F.R. 200.318 through 2 C.F.R. 200.327) and applicable contract provisions (2 C.F.R. Part 200, Appendix II).*
		2. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the funding made available by the ARPA Grant is subject to 2 C.F.R. Part 180 and Treasury’s implementing regulation at 31 C.F.R. Part 19.
		3. Recipient Integrity and Performance Matters, pursuant to which the term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
		4. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
		5. New Restrictions on Lobbying, 31 C.F.R. Part 21.
		6. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
		7. Generally applicable federal environmental laws and regulations.
	3. Statutes and regulations prohibiting discrimination applicable to the ARPA Grant include, without limitation, the following:
		1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.
		2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.
		3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
		4. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.
		5. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
8. Hatch Act. The Homeowner agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance (e.g., the Grant).
9. False Statements. The Homeowner understands that making false statements or claims in connection with the Grant is a violation of state and federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
10. Publications. Any publications produced with funds from the ARPA Grant must display the following language: *“This project [is being] [was] supported, in whole or in part, by federal award number SLFRP 5544* *awarded to County of Dukes County, Massachusetts by the U.S. Department of the Treasury.”*
11. Debts Owed the Federal Government.
	1. Any funds paid to the Homeowner (1) in excess of the amount to which the Homeowner is finally determined to be authorized to retain under the terms of the Grant; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by the Homeowner shall constitute a debt to the federal government.
	2. Any debts determined to be owed the federal government must be paid promptly by the Homeowner. A debt is delinquent if it has not been paid by the date specified in the initial written demand for payment, unless other satisfactory arrangements have been made or if the Homeowner knowingly or improperly retains funds that are a debt as defined in paragraph (a) above. Treasury will take any actions available to it to collect such a debt.
12. Disclaimer.
	1. The County expressly disclaims (and the Homeowner understands that the United States also disclaims) any and all responsibility or liability to the Homeowner or third persons for the actions of the Homeowner or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of the Grant or any other losses resulting in any way from the performance of this award or any contract, or subcontract under the Grant.
	2. The acceptance of the Grant by the Homeowner does not in any way establish an agency relationship between the County (or the United States) and the Homeowner.
13. Protections for Whistleblowers.
	1. In accordance with 41 U.S.C. §4712, the Homeowner may not discharge, demote, or otherwise discriminate against an employee (if any) in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
	2. The list of persons and entities referenced in the paragraph (a) above includes the following:
		1. A member of Congress or a representative of a committee of Congress;
		2. An Inspector General;
		3. The Government Accountability Office;
		4. A Treasury employee responsible for contract or grant oversight or management;
		5. An authorized official of the Department of Justice or other law enforcement agency;
		6. A court or grand jury; or
		7. A management official or other employee of the Homeowner, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
	3. The Homeowner shall inform its employees (if any) in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
	4. The Homeowner is reminded that the Commonwealth’s Whistle Blower Law is also applicable.
14. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), the Homeowner should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
15. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the Homeowner should encourage its contractors to adopt and enforce policies that ban text messaging while driving, and to establish workplace safety policies to decrease accidents caused by distracted drivers.

**Certifications**

The Homeowner submitting this Application certifies, represents and warrants as follows:

1. I have read and understand this Application and the Grant Agreement that will be required if this Application is accepted (including, without limitation, the provisions of the Grant Agreement related to reporting and indemnification).
2. No funds received from the Grant, if awarded, will be used to pay or reimburse any costs that have been (or will be) paid or reimbursed through another COVID-19 relief program (whether federal, state, county, local or non-governmental).
3. Notices to the Homeowner shall be in writing and addressed to

and notices to the County shall in writing and delivered to, Martina Thornton, County Manager, County of Dukes County, P.O. Box 190, Edgartown, Massachusetts 02539 or to such other address as either party shall provide to the other in writing. The Homeowner is responsible for notifying the County of any changes to the contact information.
4. To the best of my knowledge, no person or entity involved in submitting this Application or that is expected to be involved in the Grant or the project funded thereby (for example, the contractor) (i) has been debarred, suspended or otherwise excluded from participation in federal or state assistance programs or activities or (ii) has violated or is currently the subject of any actual or threatened investigation or audit involving allegations of fraud, bribery, dishonesty, or any other action that bears upon the trustworthiness or responsibility of such person.
5. All information provided to the County in connection with this Application, including without limitation the items described below, is true, accurate and complete in all material respects as of and on the date hereof:
6. Project address, with number of bedrooms (and if different, the maximum number of bedrooms permitted by current zoning with the existing septic system)
7. Proposed Project timeline
8. Proposed Project budget, with (if multiple sources) anticipated sources of funding
9. Certification as to household size and household income (tax-return)

If the application is approved, the required Grant Agreement will specify additional requirements. The undersigned Homeowner confirms that it agrees to the foregoing terms, conditions and certifications.

Signed under the pains and penalties of perjury this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_ 20\_\_.

**HOMEOWNER / APPLICANT**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (signature)

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
 (print)

(i)   Project address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Number of bedrooms: \_\_\_\_\_\_\_

Maximum number of bedrooms permitted by current zoning with the existing septic system (if different from actual number of bedrooms listed above): \_\_\_\_\_\_\_

(ii) Date of expected project completion: \_\_\_/\_\_\_/\_\_\_\_

(iii) Total Project Cost: $\_\_\_\_\_\_\_\_\_\_

If the Grant Amount won’t pay all of the Total Project Cost, list each other source of funding with amounts:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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(iv) Household size (number of persons in the household): \_\_\_\_\_\_\_\_\_\_\_. For this purpose, include year-round occupants, occupants who are temporarily away (such as students at school, military personnel on temporary assignment, etc.) and exclude live-in aides, attendants or nurses.

1. Homeowner’s contact information:

Phone number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Exhibit A*

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Area Median Income Limits as set by the U.S. Department of Housing and Urban Development (HUD)** |  |  |  |  |  |  |  |
| **Fiscal Year 2023[[1]](#footnote-1)** |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
| **Dukes County - Aquinnah, Chilmark, Edgartown, Gosnold, Oak Bluffs, Tisbury, West Tisbury** |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
| **Household size** | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 80% Income Limit | $70,150 | $80,150 | $90,150 | $100,150 | $108,200 | $116,200 | $124,200 | $132,200 |
| 100% Income Limit | $87,688 | $100,188 | $112,688 | $125,188 | $135,250 | $145,250 | $155,250 | $165,250 |
| 240% Income Limit | $210,450 | $240,450 | $270,450 | $300,450 | $324,600 | $348,600 | $372,600 | $396,600 |

Income Limits

1. **Note**: Area Median Income Limits shown are for federal fiscal year 2023. For applications after federal fiscal year 2023 (i.e. on and after October 1, 2023) confirm the applicable Area Median Income Limits. [↑](#footnote-ref-1)