

PLEASE READ AND KEEP FOR YOUR RECORDS

**2016 PUMPOUT OPERATIONS & MAINTENANCE (O&M)
TERMS AND CONDITIONS**

1. Certification

As the owner or authorized representative of the marina, the applicant hereby certifies that at the time of this application:

- A. the marina has an operational marine sewage pumpout facility that is in compliance with all State and local permit and health requirements as well as all State laws and local codes,
- B. the pumpout is used for the collection of *boat sewage* only (no marina restroom sewage, bilge, or oily waste is collected), and
- C. the pumpout is located such that it is reasonably available to transient vessels that have a holding tank. If the pumpout is a fixed unit, it has not been moved to a different location without DNR approval.

2. Time Period of this Agreement

- A. For the purposes of this agreement, the 2016 boating season is from April 15, 2016 - November 15, 2016. This agreement is for the 2016 boating season only. NOTE: The marina may, without penalty, delay the opening of the pumpout until after April 15th or may winterize the system prior to November 15th if unusually cold or severe weather places the unit at risk of damage.
- B. This agreement becomes effective as of the date it is approved by the grant officer; however, if the application is approved prior to the beginning of the boating season, the agreement will go into effect on April 15, 2016.

3. Terms and Conditions

A. IN SUBMITTING THIS APPLICATION FOR PUMPOUT O&M FUNDING TO THE DEPARTMENT OF NATURAL RESOURCES (HEREAFTER KNOWN AS "THE DEPARTMENT"), THE APPLICANT (HEREAFTER KNOWN AS "THE MARINA") UNDERSTANDS AND AGREES THAT DURING THE EFFECTIVE PERIOD OF THIS AGREEMENT:

- 1) REIMBURSEMENTS TO MARINAS ARE SUBJECT TO THE AVAILABILITY OF FUNDING IN BOTH FEDERAL AND STATE BUDGETS.
- 2) The pumpout will remain in compliance with the certifications noted in Section 1 (above) as well as the time periods noted in Section 2.
- 3) The applicant will not discriminate against any person on the basis of age, sex, handicap, race, color, creed, or national origin, in the use of this pumpout.

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- 4) The marina will keep pumpout usage logs throughout the boating season (provided by the Department) and will submit them to the Department along with the request for reimbursement even if no reimbursement is being requested.
- 5) **The marina will notify the Department immediately whenever the pumpout is out of service for any reason (except for severe weather or end of season closing)** either by calling 410.260.8772 or emailing pumpout@dnr.state.md.us The marina will fix any operational problems in a timely manner and will notify the Department when the pumpout is back in service.
- 6) The pumpout will be made available to **the general public during the marina's regular business hours** while charging no more than \$5.00 per pumpout for the first 50 gallons plus an additional 10 cents per gallon for every gallon above 50 gallons. The fee limit applies to *both* portable and fixed pumpout units. If a fee is charged, a written record of this income must be kept and submitted to the Department by January 15, 2017.
- 7) The marina will be eligible for a reimbursement, based upon the following calculation: Eligible Pumpout O&M Expenses *minus* Pumpout Income. Only those marinas whose eligible Pumpout O&M expenses exceed the Pumpout Income will be eligible for a reimbursement; however, all marinas should submit a reimbursement invoice even if no reimbursement is requested.

A. ELIGIBLE EXPENSES ARE LIMITED TO THE FOLLOWING:

- I \$100.00 for keeping track of and submitting the pumpout usage logs.
Please add the total of each column and provide the total number of pumpouts and gallons on the first page of your submitted logs and on the reimbursement invoice.
- II \$2.50 for every pumpout conducted provided the pumpouts are done by paid staff. Marinas that have self-serve/token operated systems and marinas that utilize volunteer/unpaid staff are not eligible to claim this expense. *Marinas must include the full name of each staff member paid for this service.*
- III **\$15.00 per hour**, up to \$500.00 (33.33 hours), for the time paid staff spends repairing or maintaining the pumpout. (Note: Routine inspections are not eligible.) **The marina must submit the full name of the employee(s), the dates and times the employee(s) worked on the pumpout, the scope of work performed, and the total hours.** Marinas that utilize volunteer/unpaid staff are not eligible to claim this expense. The Internal Revenue Service does not allow reimbursement for the marina owner's time spent repairing the pumpout as this is not an "out of pocket" expense.

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(Eligible Expenses, continued)

- IV Additional expenses—**Supported by Proof of Payment.** Such as:
- payments to licensed plumbers and/or electricians for pumpout related expenses;
 - the purchase of pumpout replacement parts/equipment;
 - payments to licensed sewage haulers for the emptying of marina boat waste holding tanks. Please specify **boat/vessel** holding tank on invoices/receipts to clarify expenses related solely to the pumpout;
 - pumpout winterization; and
 - annual pumpout sewage connection fees. This expense applies only to the portion of a marina's sewage bill that pertains to the pumpout.

*******IMPORTANT*******

Acceptable proof of payment includes: copies of *anceled* checks (electronic or hard copies); a statement from a vendor showing payment has been applied and a *zero balance*; a receipt signed and dated *by an authorized vendor representative* (not marina staff) indicating full payment was received; credit card statements; and store receipts showing payment method.

Materials used from marina's stock (i.e., antifreeze, parts): the Department will not pay retail mark up or tax to the marina. We will reimburse **at cost**. You will need to provide receipts and proof of payment for items used from your stock showing your cost.

Marina name and address must correspond to the Federal Tax ID number provided: Please use your complete, official name of record and avoid nick-names or abbreviations. If ownership changes, please submit a new W9 form along with your reimbursement invoice.

- 8) Marinas that charge a fee to boaters for pumpout service **must keep a record of pumpout income and must submit this record to the Department, along with the request for reimbursement even if income is higher than expenses.**
- 9) A separate pumpout grant may be needed to cover extensive rebuilds or pumpout replacements. Marinas should contact the Maryland Department of Natural Resources prior to any extensive repairs at 410.260.8772.
- 10) **Between November 15, 2016 and January 15, 2017, the marina will complete and submit to the Department a Pumpout O&M reimbursement invoice** (provided by the Department). Attached to the reimbursement invoice will be the pumpout logs, the record of income generated (if a fee is charged for pumpout service), as well as **supporting documentation** for eligible expenses (noted in 7.a. above). Additionally:

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- a) The Department will review the required documentation and may, at its discretion, deny, or reduce payment to the marina if there is insufficient information, erroneous data, if the expenses detailed are not reimbursable, or if paid invoices and copies of canceled checks are not included.
 - b) If, during the 2016 boating season, the Department receives **three or more complaints from boaters regarding the availability of the marina's pumpout** and the marina has not, in each instance, notified the Department first that a problem exists, the Pumpout O&M agreement will be null and void and the marina will receive no Pumpout O&M funding of any kind. In addition, a pro-rated repayment of equipment costs may be required.
 - c) No Pumpout O&M funding of any kind will be provided to any marina whose pumpout remains out of service for any reason for **longer than 14 days** (even when the Department is notified of the problem by the marina).
 - d) No reimbursement will be provided to any marina submitting an invoice before November 15, 2016 or after January 15, 2017.
- 11) In performance of its activities pursuant to this agreement, the marina shall conform to all applicable federal, state, and local laws and regulations. Additionally, the marina shall obtain and maintain, at its expense, all licenses, permits, insurance and government approvals, if any, required for the performance of its obligations under this agreement.
 - 12) This agreement shall be governed by the laws of the State of Maryland, and the parties hereby expressly agree that the courts of the State of Maryland shall have exclusive jurisdiction to decide any questions arising hereunder.
 - 13) Neither this agreement nor the funds that may become due hereunder may be assigned by the marina except with the prior written approval of the Department.
 - 14) In the event of a failure on the part of the marina to comply with any of the terms and conditions, the Department may, at its discretion, deny or reduce payment to the marina and/or declare this agreement to be null and void and of no further effect.
 - 15) The applicant understands that he/she will own and be responsible for the pumpout. By providing financial, or other, assistance to the applicant, both the State and federal government assume no liability for the pumpout installation or use.
 - 16) This agreement embodies the whole agreement of the parties. There are no promises, conditions, or obligations referring to the subject matter, other than those contained herein or incorporated herein by reference.

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4. Payment to Marinas

The Department's Pumpout O&M Reimbursement Invoice and Grant Worksheet must be completed and submitted (along with pumpout usage logs, pumpout income, and supporting documentation for eligible expenses) from November 15, 2016 – January 15, 2017. Only those marinas whose pumpout expenses exceed their pumpout income will be eligible for reimbursement.

The marina name and address must correspond to the Federal Tax ID number provided. If not, the Department will request an updated W9 form from the marina.

Approved for legal sufficiency by the Office of Attorney General February 2013.

2016 PUMPOUT O&M PROGRAM TIMELINE

<u>Dates</u>	<u>Benchmarks</u>	<u>Comments</u>
Prior to 4/15/16	Submit Pumpout O&M application.	Applications must be approved prior to a marina's participation in the Pumpout O&M program.
4/1/16-12/31/16	Conduct maintenance as needed.	This allows you to do necessary Pumpout O&M work any time during the year. Save proof of payment and/or supporting documentation.
4/15/16-11/15/16	Keep pumpout usage logs.	Pumpout logs are available on our website http://dnr2.maryland.gov/boating/Documents/Pumpout_Logs.pdf . Also keep records of all income generated by the pumpout and submit with reimbursement invoice.
11/15/16-1/15/17	Complete and mail Pumpout O&M Grant Worksheet and Reimbursement Invoice.	The reimbursement invoice and grant worksheet are available on our website. Attach pumpout usage logs, proof of payment, pumpout income records, and other supporting documentation. http://dnr2.maryland.gov/Boating/Pages/pumpout/home.aspx