

PLEASE READ AND KEEP FOR YOUR RECORDS

**2017 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, power wash, 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 2017 boating season is from April 15, 2017- November 15, 2017. This agreement is for the 2017 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, 2017.

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.

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- 3) The applicant will not discriminate against any person on the basis of age, sex, sexual orientation, physical or mental disability, race, color, religion, creed, or national origin, in the use of this pumpout.
- 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, 2018.
- 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**

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(Eligible Expenses, continued).

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.

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 emptying waste from the pumpout station. NOTE: If a septic hauling invoice includes emptying more than one holding tank, you must pro-rate the fee(s) for the boat/pumpout holding tank(s). The department will only reimburse for costs of hauling waste from boats/pumpout station. Pumpout logs may be used to verify hauling expenses.
- Pumpout winterization.
- 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 canceled 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.

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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, 2017 and January 15, 2018, 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:
 - 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 2017 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, 2017 or after January 15, 2018.

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- 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.

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, 2017–January 15, 2018. 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.

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Dates	Benchmarks	Comments
Prior to 4/15/17	Submit pumpout O&M grant application.	Applications must be approved prior to a marina's participation in the pumpout O&M program.
4/1/17- 12/31/17	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.
4/15/17- 11/15/17	Keep pumpout usage logs.	<ul style="list-style-type: none">• Pumpout log sheets are available on our website http://dnr.maryland.gov/Boating/Pages/pumpout/home.aspx• Also keep records of all income generated by the pumpout and submit with reimbursement invoice.
11/15/17- 1/15/18	Complete and mail pumpout reimbursement request.	<ul style="list-style-type: none">• The reimbursement invoice and grant worksheet are available on our website http://dnr.maryland.gov/Boating/Pages/pumpout/home.aspx• Attach pumpout usage logs, proof of payment, pumpout income records, and other supporting documentation.

U.S. Fish and Wildlife Service
Financial Assistance Award Terms and Conditions

Acceptance of a financial assistance award (i.e., grant or cooperative agreement) from the U.S. Fish and Wildlife Service (Service), Department of the Interior (Interior) carries with it the responsibility to be aware of and comply with the terms and conditions of award. Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means. Awards are based on the application submitted to and approved by the Service. Awards from the Service are subject to the terms and conditions incorporated into the award either by direct citation or by reference to the following: Federal regulations; program legislation or regulation; and special award terms and conditions. The terms and conditions of Service awards flow down to subrecipients and contractors, unless a particular award term or condition specifically indicates otherwise. The Federal regulations applicable to Service grant and cooperative agreement award recipients, and their subrecipients and contractors, are:

For-Profit Entities

For for-profit entities, the regulations and requirements listed under the “Administrative Requirements”, “Cost Principles”, and “Indirect Costs Identification and Assignment/Rate Determination Procedures” sections below apply only when they are specifically incorporated by reference in the Service award. The regulations and requirements listed under the “Other Requirements” section below always apply.

Administrative Requirements

[2 CFR Part 200, Subparts A through D](#)

Cost Principles

[48 CFR 1, Subpart 31.2—Contracts with Commercial Organizations](#)

Indirect Costs Identification and Assignment/Rate Determination Procedures

Contact the National Interior Business Center (IBC), Indirect Cost Services by telephone at (916) 566-7111 or by e-mail at: ics@ibc.doi.gov. Visit the IBC’s Indirect Cost Services website at <https://www.doi.gov/ibc/services/finance/indirect-cost-services> for more information.

Other Requirements

[2 CFR Part 25](#), Universal Identifier and Central Contractor Registration

[2 CFR Part 170](#), Reporting Subawards and Executive Compensation

[2 CFR Part 175](#), Award Term for Trafficking in Persons

[2 CFR Part 200, Appendix XII](#)—Award Term and Condition for Recipient Integrity and Performance Matters (Applicable to awards with a total Federal share of more than \$500,000)

[2 CFR Part 1400](#), Government-wide Debarment and Suspension (Non-procurement)

[2 CFR Part 1401](#), Requirements for Drug-Free Workplace (Financial Assistance)

[43 CFR 18](#), New Restrictions on Lobbying: Submission of an application also represents the applicant's certification of the statements in [43 CFR Part 18, Appendix A](#), Certification Regarding Lobbying.

[41 USC §4712](#), Enhancement of Recipient and Subrecipient Employee Whistleblower Protection.

- a) This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies established at 41 USC 4712.
- b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC 4712.
- c) The recipient shall insert this clause, including this paragraph (c), in all subawards and in contracts over the simplified acquisition threshold related to this award.

[41 USC §6306](#), Prohibition on Members of Congress Making Contracts with Federal Government: No member of or delegate to the United States Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; this provision shall not be construed to extend to an award made to a corporation for the public's general benefit.

[Section 743 of Division E, Title VII of Pub. L. 113-235](#), Prohibition on Issuing Financial Assistance Awards to Entities that Require Certain Internal Confidentiality Agreements: Prohibits the use of funds appropriated or otherwise made available under that or any other Act for grants or cooperative agreements to an entity that requires employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information. Recipients must not require their employees or contractors seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information. Recipients must notify their employees

or contractors that existing internal confidentiality agreements covered by this condition are no longer in effect.

[Executive Order 13513](#), Federal Leadership on Reducing Text Messaging while Driving: Recipients are encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives of the type described in section 3(a) of the Order.

Institutions of Higher Education, Hospitals and other Non-Profit Organizations

For domestic Institutions of Higher Education (IHEs), hospitals and non-profit organizations, the below terms and conditions always apply.

Administrative Requirements

[2 CFR Part 200, Subparts A through D](#)

Cost Principles

Hospitals: [45 CFR Part 75, Subpart E](#)

IHEs (see definition in [20 U.S.C. 1001](#)): [2 CFR Part 200, Subpart E](#)

Non-profit organizations exempted from 2 CFR Part 200, Subpart E (see [Appendix VIII to Part 200](#)): [48 CFR 1, Subpart 31.2—Contracts with Commercial Organizations](#)

All other non-profit organizations: [2 CFR Part 200, Subpart E](#)

Indirect Costs Identification and Assignment/Rate Determination Procedures

Hospitals: [45 CFR Part 75, Appendix IX—Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals](#). The U.S. Department of Health and Human Services (HHS) is the cognizant agency for indirect costs for hospitals. Visit HHS' Cost Allocation Services website at <https://rates.psc.gov/> for more information.

IHEs: [2 CFR Part 200, Appendix III—Indirect \(F&A\) Costs Identification and Assignment, and Rate Determination for IHEs](#). The U.S. Department of Health and Human Services (HHS) is the cognizant agency for indirect costs for foreign IHEs. Visit HHS' Cost Allocation Services website at <https://rates.psc.gov/> for more information.

Non-profit organizations exempted from 2 CFR Part 200, Subpart E: Contact the National Interior Business Center (IBC), Indirect Cost Services by telephone at (916) 566-7111 or by e-mail at: ics@ibc.doi.gov. Visit the IBC's Indirect Cost Services website at <https://www.doi.gov/ibc/services/finance/indirect-cost-services> for more information.

All other non-profit organizations: [2 CFR 200, Appendix IV—Indirect \(F&A\) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations](#).

Audit Requirements

Non-profit organizations: [2 CFR Part 200, Subpart F](#)

Other Requirements

[2 CFR Part 25](#), Universal Identifier and Central Contractor Registration

[2 CFR Part 170](#), Reporting Subawards and Executive Compensation

[2 CFR Part 175](#), Award Term for Trafficking in Persons

[2 CFR Part 200, Appendix XII](#)—Award Term and Condition for Recipient Integrity and Performance Matters (Applicable to awards with a total Federal share of more than \$500,000)

[2 CFR Part 1400](#), Government-wide Debarment and Suspension (Non-procurement)

[2 CFR Part 1401](#), Requirements for Drug-Free Workplace (Financial Assistance)

[43 CFR 18](#), New Restrictions on Lobbying: Submission of an application also represents the applicant's certification of the statements in [43 CFR Part 18, Appendix A](#), Certification Regarding Lobbying.

- a) [41 USC §4712](#), Enhancement of Recipient and Subrecipient Employee Whistleblower Protection: This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies established at 41 USC 4712.
- b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC 4712.
- c) The recipient shall insert this clause, including this paragraph (c), in all subawards and in contracts over the simplified acquisition threshold related to this award.

[41 USC §6306](#), Prohibition on Members of Congress Making Contracts with Federal Government: No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; this provision shall not be construed to extend to an award made to a corporation for the public's general benefit.

[Section 743 of Division E, Title VII of Pub. L. 113-235](#), Prohibition on Issuing Financial Assistance Awards to Entities that Require Certain Internal Confidentiality Agreements: Prohibits the use of funds appropriated or otherwise made available under that or any other Act for grants or cooperative agreements to an entity that requires employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such

employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information. Recipients must not require their employees or contractors seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information. Recipients must notify their employees or contractors that existing internal confidentiality agreements covered by this condition are no longer in effect.

[Executive Order 13513](#), Federal Leadership on Reducing Text Messaging while Driving: Recipients are encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives of the type described in section 3(a) of the Order.

State, Local and Federally-recognized Indian Tribal Governments

For U.S. state, local and federally-recognized Indian tribal governments, the below terms and conditions always apply.

Administrative Requirements

[2 CFR Part 200, Subparts A through D](#)

Cost Principles

[2 CFR Part 200, Subpart E](#)

Central Service Cost Allocation Plans and Indirect Cost Proposals

[2 CFR Part 200, Appendix V—State/Local Government and Indian Tribe-Wide Central Service Cost Allocation Plans](#)

[2 CFR Part 200, Appendix VII—States and Local Government and Indian Tribe Indirect Cost Proposals](#)

Audit Requirements

[2 CFR Part 200, Subpart F](#)

Other Requirements

[2 CFR Part 25](#), Universal Identifier and Central Contractor Registration

[2 CFR Part 170](#), Reporting Subawards and Executive Compensation

[2 CFR Part 175](#), Award Term for Trafficking in Persons (Term is applicable to private entity subrecipients)

[2 CFR Part 200, Appendix XII](#)—Award Term and Condition for Recipient Integrity and Performance Matters (Applicable to awards with a total Federal share of more than \$500,000)

[2 CFR Part 1400](#), Government-wide Debarment and Suspension (Non-procurement)

[2 CFR Part 1401](#), Requirements for Drug-Free Workplace (Financial Assistance)

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- b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC 4712.
- c) The recipient shall insert this clause, including this paragraph (c), in all subawards and in contracts over the simplified acquisition threshold related to this award.

[41 USC §6306](#), Prohibition on Members of Congress Making Contracts with Federal Government: No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; this provision shall not be construed to extend to an award made to a corporation for the public's general benefit.

[Section 743 of Division E, Title VII of Pub. L. 113-235](#), Prohibition on Issuing Financial Assistance Awards to Entities that Require Certain Internal Confidentiality Agreements: Prohibits the use of funds appropriated or otherwise made available under that or any other Act for grants or cooperative agreements to an entity that requires employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information. Recipients must not require their employees or contractors seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information. Recipients must notify their employees or contractors that existing internal confidentiality agreements covered by this condition are no longer in effect.

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