

This project is a sub-award to approved applicants from the Department of Natural Resources from Clean Vessel Act grant award F23AS00407.

**2024 PUMPOUT OPERATIONS & MAINTENANCE (O&M)
TERMS AND CONDITIONS
AGREEMENT FOR SUBRECIPIENT OF GRANT FUNDING FROM THE
MARYLAND DEPARTMENT OF NATURAL RESOURCES**

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

I. Certification

As the owner or authorized representative of a marina, the entity applying for funding from the Department of Natural Resources has by submission of an application thereby certified that at the time of the 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.

II. Time Period of this Agreement

- A. For the purposes of this grant agreement, the 2024 boating season is from April 15, 2024 - November 15, 2024. This agreement is for the 2024 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, 2024.

PLEASE READ AND KEEP FOR YOUR RECORDS

III. Terms and Conditions

The Marina accepts and acknowledges the following:

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, sexual orientation, physical or mental disability, race, color, religion, creed, or national origin, in the use of this pumpout.
4. The Department requests the marina keep logs and will reimburse \$100 for this effort.
5. **The Marina will notify the Department immediately upon notice that 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 jenniferl.jackson@maryland.gov. 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, 2025.
7. The Marina will be eligible for a reimbursement, not to exceed \$5,000, based upon the following calculation: Eligible Pumpout O&M Expenses *minus* Pumpout Income. Only eligible Pumpout O&M expenses exceeding the Pumpout Income will be reimbursable; however, all marinas should submit a reimbursement invoice even if no reimbursement is requested.

ELIGIBLE, REIMBURSABLE 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. Incomplete logs (i.e. missing total gallons pumped or total number of pumpouts) will not be eligible for the \$100.00 reimbursement. Logs must be approved by department staff to be eligible for reimbursement. **Blank or incomplete logs will not be considered.***
- ii. \$3.75 for every pumpout conducted, up to \$2,000.00, 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. Supporting documentation is required.

- iii. \$25.00 per hour, up to \$625.00 (25 hours), for the time paid staff spends repairing or maintaining the pumpout. (Note: Routine inspections or cleaning of the equipment 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 marina owner's time spent repairing the pumpout is also not reimbursable 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. Invoices must explain work performed.
 - The purchase of pumpout replacement parts/equipment.
 - The Marina will consult the Department before purchasing any replacement parts, equipment and/or authorizing any labor costs totaling over \$2,000.00. Marinas will consult with the Department before the purchase of any rebuild kits. Reimbursements for rebuild kits may not be eligible without prior authorization.
 - The Department will reimburse for no more than the cost of parts/equipment as purchased from a factory authorized dealer. If the Marina purchases pumpout parts through any other vendor or tradesperson, that vendor shall include an invoice showing the actual cost for the parts/equipment. The Department will not reimburse a third party "mark-up" on parts/equipment.
 - **NEW 2024 Per the Build America Buy America Act: 1. All iron and steel used in the project are produced in the United States.** This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; **2. All manufactured products used in the project are produced in the United States.** This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is **greater than 55 percent of the total cost** of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; **and 3. All construction materials are manufactured in the United States.** This means that all manufacturing processes for the construction material occurred in the United States.

- **A separate pumpout grant may be needed to cover extensive rebuilds or pumpout replacements.** Marinas must contact the Maryland Department of Natural Resources prior to any extensive repairs, such as any purchases for parts, equipment and/or labor costs totaling over \$2,000.00, by calling 410.260.8772 or emailing jenniferl.jackson@maryland.gov.
 - 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, marina must prorate 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 will be used to verify hauling expenses. Septic hauling invoices must indicate hauling was for marine sewage (boat/pumpout holding tank).
 - Pumpout winterization. See below regarding materials used from Marina's stock.
 - Annual pumpout connection fees. This expense applies only to the portion of a Marina's sewage bill that pertains to the pumpout.
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.

Between November 15, 2024 and January 15, 2025, 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 2024 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 prorated 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).

- 9) 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.
- 10) This agreement shall be governed by the laws of the State of Maryland.
- 11) 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.
- 12) 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.
- 13) 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.
- 14) **NEW 2024: Buy America Provision for Infrastructure:** Required Use of American Iron, Steel, Manufactured Products, and Construction Materials Per [2 CFR Part 184](#), none of the funds provided under this award may be used for a project for infrastructure unless:
1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; **2.** All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; **and 3.** All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States. For construction material standards, see 2 CFR §184.6. This Buy America preference only applies to articles, materials, and supplies consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project.
- 15) 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.

IV. **Payment to Marinas**

- A. 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, 2024– January 15, 2025. Only those marinas whose pumpout expenses exceed their pumpout income will be eligible for reimbursement.
- B. **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.
- C. **Materials used from marina's stock (i.e., antifreeze, parts):** the Department will not pay retail mark up or tax to the marina. The Department will reimburse **at cost**. The Marina will must provide receipts and proof of payment for items used from its stock showing its cost.
- D. **Marina name and address must correspond to the Federal Tax ID number provided:** Please use the complete, official name of record and avoid nick-names or abbreviations. The marina name and address must correspond to the Federal Tax ID number provided. If not, the department will request an updated W-9 form from the marina. If ownership changes, please submit a new W-9 form along with a reimbursement invoice. Payments will be sent to the address on record with the State of Maryland Department of Assessment and Taxation unless noted otherwise on the application.

Approved on February 8, 2024 for form and legal sufficiency by an Assistant Attorney General designated by the Office of Attorney General.

| Dates | Benchmarks | Comments |
|---------------------|---|--|
| Prior to 04/15/24 | Submit pumpout O&M grant application. | Applications must be approved prior to a marina's participation in the pumpout O&M program. |
| 04/01/24 – 12/31/24 | 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. |
| 04/15/24 – 11/15/24 | Keep pumpout usage logs. | 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. |
| 11/15/24 – 1/15/25 | Complete and email pumpout reimbursement request. | 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. Email to pumpouts.dnr@maryland.gov |

Per CFR §200.331 Requirements

CFDA Number: 15.616 Clean Vessel Act Funding via U.S. Fish and Wildlife Service

Federal Award Date: July 1, 2023

This funding is not R & D.

This project is a sub-award to approved applicants from the Department of Natural Resources from Clean Vessel Act grant award F23AS004077.