

PLEASE READ AND KEEP FOR YOUR RECORDS

**2023 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 2032 boating season is from April 15, 2023- November 15, 2023. This agreement is for the 2023 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, 2023.

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, 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 within the \$2,500 grant limit for this effort.
- 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 celeste.anderson@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, 2023.
- 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 who's 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. 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 eligible.***
- II. \$3.50 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. \$20.00 per hour, up to \$500.00 (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 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:

1. Payments to licensed plumbers and/or electricians for pumpout related expenses. Invoices must explain work performed.
2. The purchase of pumpout replacement parts/equipment.
 - a. **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.**
 - b. 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 his or her actual cost for the parts/equipment. The Department will not reimburse a third party "mark-up" on parts/equipment.
3. 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 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 will be used to verify hauling expenses. Septic hauling invoices must indicate hauling was for marine sewage (boat/pumpout holding tank).
4. Pumpout winterization. See below regarding materials used from marina's stock.
5. 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.

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 W-9 form along with your reimbursement invoice. This is where your reimbursement will be sent.

- 6) 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.**
- 7) **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, such as any purchases for parts, equipment and/or labor costs totaling over \$2,000.00, at 410.260.8772.
- 8) **Between November 15, 2023 and January 15, 2024, 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 2023 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).

No reimbursement will be provided to any marina submitting an invoice before November 15, 2023 or after January 15, 2024.

- 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, and the parties hereby expressly agree that the courts of the State of Maryland shall have exclusive jurisdiction to decide any questions arising hereunder.
- 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) 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, 2023– January 15, 2024. 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 March 2021.

Dates	Benchmarks	Comments
Prior to 04/15/23	Submit pumpout O&M grant application.	Applications must be approved prior to a marina's participation in the pumpout O&M program.
04/01/23 – 12/31/23	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.
04/15/23 – 11/15/23	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.
11/15/23 – 1/15/24	Complete and mail 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.

Per CFR §200.331 Requirements

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

Federal Award Date: 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.

U.S. Fish and Wildlife Service
General Award Terms and Conditions
Effective Date: May 14, 2022

Recipients of U.S. Fish and Wildlife Service (Service) grant and cooperative agreement awards (hereafter referred to as “awards”) are subject to the terms and conditions incorporated into their Notice of Award either by direct citation or by reference to Federal regulations; program legislation or regulation; and special award terms and conditions. Award terms and conditions are applicable unless and until the Service removes or revises them in written notice to the recipient. The Service will make such changes by issuing a written notice that describes the change and provides the effective date.

Recipients indicate their acceptance of an award by starting work, drawing down funds, or accepting the award via electronic means. Recipient acceptance of an award carries with it the responsibility to be aware of and comply with all terms and conditions applicable to the award. Recipients are responsible for ensuring that their subrecipients and contractors are aware of and comply with applicable award statutes, regulations, and terms and conditions. Recipient failure to comply with award terms and conditions can result in the Service taking one or more of the remedies and actions described in [2 CFR §§200.339—343](#).

Administrative Requirements, Cost Principles, and Audit Requirements

The requirements in this section do not apply to individuals receiving an award separate from any business or organization they may own or operate. The Service will describe all administrative and cost requirements and restrictions for awards to individuals in their Notice of Award. The requirements in this section apply to for-profit entities only when the Service specifically incorporates them by reference in a Notice of Award.

The requirements in this section apply to foreign public entities and foreign organizations, unless otherwise described in this section. Foreign public entities and organizations must comply with any special considerations and requirements specific to their entity type, unless otherwise noted within this document. Foreign public entities must comply with those specific to states. Foreign higher education institutions must comply with those specific to Institutions of Higher Education.

Administrative Requirements

[2 CFR Part 200, Subparts A—D](#), as supplemented by [2 CFR Part 1402—Financial Assistance Interior Regulation](#) and including the provisions in 2 CFR §1402.112 and §1402.315. Foreign public entities must follow payment procedures in 2 CFR §200.305(b). The requirements in 2 CFR §§200.321—323 do not apply to foreign public entities or foreign organizations.

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

Cost Principles

[2 CFR Part 200, Subpart E—Cost Principles](#). These cost principles apply to all domestic and foreign non-Federal entities except non-profit organizations identified as exempt in Appendix VIII to 2 CFR Part 200. The Authorized Representative’s signature on a standard application form submitted to the Service represents their certification that the entity’s financial system meets 2 CFR §200.302 Financial management requirements. The non-Federal entity’s financial system must be sufficient to:

- 1) Permit the preparation of required reports,
- 2) Trace funds to a level of expenditures adequate to establish that the entity has used such funds per Federal statutes, regulations, and terms and conditions of the Federal award,
- 3) Provide for the requirements in 2 CFR §200.302(b), and
- 4) Comply with §§200.334 Retention requirements for records, 200.335 Requests for transfer of records, 200.336 Methods for collection, transmission, and storage of information, and 200.337 Access to records.

[48 CFR Subpart 31.2—Contracts with Commercial Organizations](#). These cost principles apply to non-profit organizations identified in Appendix VIII to 2 CFR Part 200. They also apply to for-profit entities when specified in their Notice of Award.

Indirect Cost Proposals

- Institutions of Higher Education: [Appendix III to 2 CFR Part 200](#)
- Nonprofit organizations: [Appendix IV to 2 CFR Part 200](#)
- States, local government agencies, and Indian tribes: [Appendix VII to 2 CFR Part 200](#)
- For-profit entities: Contact the [DOI National Business Center, Office of Indirect Cost Rate Services](#)

See also the DOI negotiated indirect cost rate deviation policies at [2 CFR §1402.414](#).

Audit Requirements

[2 CFR Part 200, Subpart F—Audit Requirements](#). These audit requirements apply to U.S. states, local governments, Indian tribes, institutions of higher education, and nonprofit organizations. They do not apply to foreign public entities, foreign organizations, or for-profit entities.

Buy America Provision for Infrastructure

Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

As required by Section 70914 of the Infrastructure Investment and Jobs Act ([Pub. L. 117-58](#)), on or after May 14, 2022, none of the funds under a federal award that are part of a Federal financial assistance program for infrastructure may be obligated for a project unless all the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. Recipients must include the requirements in this section all subawards, including all contracts and purchase orders for work or products under this program.

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.

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. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

For more information, visit the [Department of the Interior Buy America web page](#) and the [Office of Management and Budget Made in America web page](#).

Waivers

There may be instances where an award qualifies, in whole or in part, for an existing Department of the Interior (Department) general applicability waiver as described on the [Department's General Applicability Waivers web page](#). If the specific financial assistance agreement, infrastructure project, or non-domestic materials meets the criteria of an existing general applicability waiver within the limitations defined within the waiver, the Recipient does not need to request a separate waiver for non-domestic materials.

When necessary, recipients may apply for, and the Department may grant, a waiver from these requirements, subject to review by the Made in America Office. The Department may waive the application of the domestic content procurement preference in any case in which it is determined that one of the below circumstances applies:

1. *Non-availability Waiver*: the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality,
2. *Unreasonable Cost Waiver*: the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent, or
3. *Public Interest Waiver*: applying the domestic content procurement preference would be inconsistent with the public interest.

If a general applicability waiver does not already apply, and the Recipient believes that one of the above circumstances applies to an award, the Recipient may submit a request to waive the application of the domestic content procurement preference.

Waiver Submission Instructions

Recipients must submit all waiver requests to the Service in writing. E-mail all waiver requests to fwhqfasupport@fws.gov. Please use the subject line: "Buy America Waiver Request". Include the following information with each waiver request:

1. Type of waiver requested (non-availability, unreasonable cost, or public interest)
2. Requesting entity name and Unique Entity Identifier (UEI)
3. Awarding bureau: U.S. Fish and Wildlife Service
4. Awarding program Assistance Listing number and title (Notice of Award, Block 2)
5. Project title (Notice of Award, Block 8)
6. Federal Award Identification Number (Notice of Award, Block 4)
7. Federal award amount (Notice of Award, Block 11)
8. Total infrastructure costs, to the extent known (federal and non-federal funds)
9. Infrastructure project description and location, to the extent known
10. List of iron or steel item(s), manufactured goods, and construction material(s) the recipient seeks to waive from Buy America requirements. Include the name, cost, countries of origin, if known, and relevant [Product Service Code](#) or [NAICS code](#) for each.
11. A certification that the Recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.
12. A statement of waiver justification, including a description of the Recipient's efforts (e.g., market research, industry outreach) to avoid the need for a waiver. Such a justification may cite, if applicable, the absence of any Buy America-compliant bids received in response to a solicitation.
13. Anticipated impact if no waiver is issued

Do not include any Privacy Act information, sensitive data, or proprietary information with the waiver request.

Waiver Review Process

The Department will post waiver requests to their [Buy America web page](#) for the required 15-day public comment period. The Made in America Office will also review all waiver requests. The Department will post approved waivers on their [Approved Waivers web page](#). The Service will notify Recipients of their waiver request determination in writing by e-mail.

Definitions

Construction materials includes an article, material, or supply that is or consists primarily of:

- non-ferrous metals,
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables),
- glass (including optic glass),
- lumber, or
- drywall.

Construction materials does **not** include cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

Domestic content procurement preference means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

Infrastructure includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

Project means the construction, alteration, maintenance, or repair of infrastructure in the United States.

Statutory and National Policy Requirements

The following statutory and national policy requirements apply to all recipients, including individuals, for-profits, foreign public entities, and foreign organizations, unless otherwise described in this section.

[Appendix A to 2 CFR Part 25—Universal Identifier and System for Award Management](#). Does not apply to individuals or any entity with a qualifying condition and exempted by the awarding bureau or office prior to award per 2 CFR §25.110(c)(2) and bureau or office policy.

[Appendix A to 2 CFR Part 170—Award term for reporting subaward and executive compensation](#). Does not apply to any individual receiving a Federal award as a natural person. See 2 CFR 170 for other exceptions.

[2 CFR §175.15—Award Term for Trafficking in Persons](#). Applies to private entities as defined in 2 CFR §175.25(d), and to awards to States, local governments, Indian tribes, or foreign public entities, if the recipient could provide funding under the award to a private entity subrecipient.

[2 CFR Part 1400—Nonprocurement Debarment and Suspension](#). Recipients are responsible for ensuring they do not enter any covered transaction with an excluded or disqualified participant or principal. See also [2 CFR Part 180—OMB Guidelines to Agencies on Governmentwide Debarment and Suspension \(Nonprocurement\)](#).

[2 CFR Part 1401—Requirements for Drug-Free Workplace \(Financial Assistance\)](#). Does not apply to foreign public entities or foreign organizations.

[43 CFR Part 18—New Restrictions on Lobbying](#). The Authorized Representative's signature on a standard application form submitted to a DOI bureau or office certifies to the statements in [Appendix A to 43 CFR Part 18—Certification Regarding Lobbying](#). These restrictions do not apply to such Indian tribe, tribal organization, or any other Indian organization expenditures specifically permitted by other Federal law.

[41 U.S.C. §6306—Prohibition on Members of Congress Making contracts with Federal Government](#)

National Policy Encouragements

[E. O. 13043—Increasing Seat Belt Use in the United States](#). Encourages non-Federal entities to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-

owned, rented, or personally owned vehicles. The Service encourages individuals to use seat belts while driving in connection with award activities.

[E. O. 13513—Federal Leadership on Reducing Text Messaging While Driving](#). Encourages non-Federal entities 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. The Service encourages individuals to not text message while driving in connection with award activities.