

GA-25-17



City of Annapolis
Office of the Mayor
160 Duke of Gloucester Street
Annapolis, MD 21401-2517

Mayor@annapolis.gov • 410-263-7997 • Fax 410-216-9284 • TDD use MD Relay or 711 • www.annapolis.gov

Grant Briefing Document

From:

Name Beth Mauk Phone 410-263-7973

Department Harbormaster

This grant is New Annual/Repeating

This is a request to:

Review, approve, and/or sign a grant agreement/award

Other _____

Grant title Pumpout Boat #2

Grantor US EPA (75%)/MD DNR (25%) Amount \$ 76,195

Attestation:

Match is *not* required.

Match is required. Match will be met in the form of e.g. cash match, equipment loan, staff salaries, volunteer time, contribution from non-City agency. Match provided by MD DNR

Director's signature _____ Date _____

Department _____

Routing

	Initials	Date In	Date Out	Comments
<input type="checkbox"/> Originating Dept Director				
<input checked="" type="checkbox"/> Grants Coordinator	<u>NOP</u>	<u>2/1/17</u>	<u>2/1/17</u>	*INITIALS ONLY*
<input checked="" type="checkbox"/> Finance Director	<u>ms</u>	<u>2/1/17</u>		*INITIALS ONLY*
<input checked="" type="checkbox"/> City Attorney				*INITIALS ONLY*
<input checked="" type="checkbox"/> City Manager				*INITIALS ONLY*
<input checked="" type="checkbox"/> Mayor				*INITIALS ONLY*
<input checked="" type="checkbox"/> City Clerk				*INITIALS ONLY*
<input checked="" type="checkbox"/> Finance Committee				*INITIALS ONLY*
<input checked="" type="checkbox"/> Finance Dept				*INITIALS ONLY*
<input checked="" type="checkbox"/> Return to Originating Department				

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This is a request to:

Review, approve, and/or sign a grant agreement/award

Other


Grant title Pumpout Boat #2

Grantor MD Department of Natural Resources (25%)/ US EPA (75%) Amount \$ 76,195.

Attestation:

Match is *not* required.

Match is required. Match will be met in the form of e.g. cash match, equipment loan, staff salaries, volunteer time, contribution from non-City agency. MD DNR will contribute 25% match

Director's signature  Date 01.19.17

Department Recreation and Parks

Routing

	Initials	Date In	Date Out	Comments
<input checked="" type="checkbox"/> Originating Dept Director	<u>AT</u>	<u>01.19.17</u>	<u>01.19.17</u>	<u>N/A</u>
<input checked="" type="checkbox"/> Grants Coordinator	<u>ADP</u>		<u>1/24/17</u>	<u>* APPLICATION #</u>
<input checked="" type="checkbox"/> Finance Director	<u>FCM</u>	<u>1/25/17</u>	<u>1/25/17</u>	
<input type="checkbox"/> City Attorney				
<input checked="" type="checkbox"/> City Manager	<u>TCA</u>	<u>1/27/17</u>	<u>1/27/17</u>	<u>email approval by TCA</u>
<input type="checkbox"/> Mayor				
<input type="checkbox"/> City Clerk				
<input type="checkbox"/> Finance Committee				
<input type="checkbox"/> Finance Dept				
<input type="checkbox"/> Return to Originating Department				

Grant period 10 Year Encumbrance Amount of request or award 76,195
Due dates No Specific Due Dates

Provide a short narrative, including program description, purpose of funds and special features, e.g., environmental impact implications, notarization required.

The Annapolis Harbormaster's Office has been operating a pump out boat for more than 20 years at no cost to the City. This current pump out boat is a 27 foot welded aluminum vessel, powered by a hybrid diesel electric Steyr motor. Unfortunately, the vessel is proving to be unreliable and costly to repair. Her parts must often be shipped in from out of the country (Austria), and we have difficulty obtaining service for this unique boat. Consequently, we are often unable to provide service for weeks at a time. In 2016 alone, we paid almost \$16,000 in repairs. Furthermore, this current pump out boat is more than 10 years old, and she is reaching the end of her life. She is no longer encumbered by a grant and we are free to continue using her, or sell her.

Therefore, we are requesting a grant to purchase a second pump out boat. The boat we are requesting is well suited to our needs: It is a 24 foot Metalcraft Kingfisher with a 150 horsepower Yamaha motor, already outfitted with pump-out tank, pump etc. Upon approval, Metalcraft will deliver the boat, (from Canada) on a new trailer, freshly acid washed, and ready to work. Any certified Yamaha outboard service technician will be able to service the boat. Repairs should be simple, fast and much more affordable. The Annapolis Harbormaster's office has already borrowed this vessel for about 1 year and found it to work well for our needs.

We plan to operate 2 pump out boats this summer, providing Pump Out Boat 1 remains serviceable. We will review the costs and benefits of keeping or selling Pump Out Boat 1.

Due to the fact that this boat is used, already outfitted with some of Annapolis City's hardware and well-priced, there are no reasonable competing companies for this product. The Harbormaster has already met with Maryland DNR Grant Officials and the parties preliminarily agreed upon this request.

We have already been approved for a \$70,000 Pump Out Operating and Maintenance Grant that will cover this new boat's expenses for 2017.



Grant Title Purchase of Pump-Out Boat #2

Grant Award (\$) 76,195.00

Originating Department(s): Harbormaster

Dept Contact (Name/Phone): 410-263-7973

Expenditure Account	Grant Award	Budgeted Grant Appropriation	Variance	Total per Expend. Type	Comments
Salaries					
Benefits					
Overtime					
Supplies					
Telephone					
Electricity					
Fuel and Oil					
Training & Education					
R & M - Equipment					
Special Programs					
Contract Services					
Capital Outlay	76,195.00		76,195.00	76,195.00	75% Federal: 57,146.25
other (fill-in)					25% DNR Match: 19,048.75
other (fill-in)					
other (fill-in)					
other (fill-in)					
other (fill-in)					
other (fill-in)					
Sub-Total	76,195.00		76,195.00	76,195.00	
LOCAL MATCH					
Total	76,195.00	0.00	76,195.00	76,195.00	
TOTAL EXPENDITURES*				76,195.00	

* May be different from Grant Award \$ if there is a match requirement.

Match is not required.

Department Director Signature/Date

RECREATION
Department

Match is required. Match will be met in the form of (1)

I attest that this asset has been approved/appropriated in (2)

Department Director Signature/Date

Department

COMMENTS:

(1) Examples (include dollar amounts if applicable): Cash match, equipment loan, staff salaries, volunteer time, contribution from non-City
(2) Examples: FY __ operating budget, a memorandum of understanding, City Council resolution/ordinance.



Larry Hogan, Governor
Boyd Rutherford, Lt. Governor
Mark Belton, Secretary
Joanne Throve, Deputy Secretary

February 1, 2017

Ms. Beth R. Mauk
City of Annapolis Harbormaster
1 Dock Street
Annapolis, MD 21401

Dear Ms. Mauk:

Thank you for submitting an application to purchase a pumpout vessel to serve recreational boaters in the waters surrounding Annapolis. I am happy to approve the application (copy enclosed), and please accept this letter as approval of your plans to purchase a used 24 foot Metalcraft Kingfisher with a 90hp Yamaha motor, new trailer, and outfitted with a pump and 300 gallon holding tank. This vessel was formerly a loaner boat to the city. The total projected cost is \$76,195 and the City of Annapolis will be eligible for 100 percent reimbursement.

Enclosed are invoices that you must use for the City's reimbursements. At your discretion, you may submit for partial reimbursements as you make payments or submit for one reimbursement at the end of the project. When you submit for a reimbursement, simply complete the invoice and attach proof of payment (e.g., copy of a canceled check) and the vendor's invoice, and mail it to me with an original/live signature.

We suggest that you make your final payment to the vendor upon delivery of the boat and a satisfactory sea trial. Likewise, your final invoice or 10% of the project cost will be reimbursable only after we conduct a satisfactory final project inspection with you.

Please notify me when the project is complete to schedule a final project inspection. In the meantime, as outlined in the terms and conditions, the city agrees to charge no more than \$5.00 per pumpout; maintain the pumpout in operating condition for a minimum of ten years; make the pumpout available to the general public during reasonable hours; and notify the Maryland Department of Natural Resources when the pumpout is out of service.

Thank you for providing reliable pumpout service to boaters and please do not hesitate to contact me at 410.260.8772 or Christie.Martinez@maryland.gov if you have any questions.

Sincerely,


Christie Martinez
Chesapeake and Coastal Services

Enclosures

**DEPARTMENT OF NATURAL RESOURCES
GENERAL CONDITIONS FOR
MEMORANDA OF UNDERSTANDING
REV. 5/12
[For Contracts Exempt from Procurement]**

ARTICLE I - TERMS AND APPLICABILITY

These General Conditions apply to contracts exempt from the requirements of State Finance and Procurement Article, §11-101 et seq. of the Annotated Code of Maryland. The General Conditions do not constitute a complete agreement but are part of a Memorandum of Understanding ("Memorandum" or "MOU") executed by all parties, which identifies the specific work to be performed, compensation, term, and special conditions, if any. The General Conditions and the MOU are intended to be complementary and shall be construed together. In the event of a direct conflict between them, the terms of the Memorandum shall govern and control.

Specific terms used in this document have the following meaning:

- A. "Contract" means the agreement between the Department and the Contractor for performance of services, including the MOU, Scope of Work and these General Conditions.
- B. "Scope of Work" or "Work" refers to the specific contractual obligation of the Contractor as identified in the MOU or other work statement incorporated into the Contract.
- C. "Contractor" means the State agency, political subdivision or government obligated to perform services for the Department under this Contract.
- D. "Department" means the Maryland Department of Natural Resources.

ARTICLE II - THE PARTIES

A. Independent Contractor - The Contractor is not an employee of the Department but is an independent contractor. The Contractor shall be responsible for providing all supplies and materials necessary for performance of all work under the Contract, and for withholding any taxes and social security payments due in relation to the Contract. The Contractor is not an agent of the Department and cannot commit the Department to any expenditure of funds or enter into any contractual obligation on behalf of the Department.

B. Notices - Service of any notice required by the Contract shall be complete upon mailing of such notice, postage prepaid, to the appropriate contract representative at the address indicated in the MOU. If no contract representative is named, then the person executing the MOU for a party shall be the contract representative for purposes of notice.

ARTICLE III - PERFORMANCE

A. Standard of Performance - The Contractor is responsible for the supervision and inspection of, and the technical accuracy and coordination of all data and work pursuant to this Contract, and shall provide services and products meeting professional standards of quality and methodology.

B. Prosecution of the Work - The Contractor agrees to prosecute all work under this Contract continuously and diligently and to meet all milestones contained in the Contract. The Contractor further agrees that no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract.

Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

C. Subletting or Assignment - The benefits and obligations hereunder shall inure to and be binding upon the parties hereto and their respective successors, provided the personnel of any such successor, whether such successor be an individual, a partnership or a corporation, is acceptable to the Department. The Contractor shall not hire consultants, sublet, sell, transfer, assign or otherwise dispose of this Contract or any portion thereof, or of its right, title or interest therein, without prior written consent of the Department.

In the case of any subcontract, the Contractor agrees to bind the subcontractor and every subcontractor agrees to be bound by all terms of this Contract unless particular provisions are expressly waived in writing by the Department.

D. Changes - The Department, by written direction to the Contractor, may at any time make any change in the work within the general scope of the Contract. Within fifteen (15) days of receipt of a Notice of Change, the Contractor shall advise the Department of the effect, if any, such changes would have on budgeting, cost, delivery schedules, milestones or any other Contract provisions. If such effects are acceptable to the Department, the Department shall issue a Notice to Proceed With Changes, upon receipt of which the Contractor shall immediately institute all such requested changes. Such directed additions or changes to the Scope of Work shall become part of the contractual obligation. Each contract modification or change order that affects contract price is subject to the prior written approval of the Department.

E. Suspension of Work - The Department unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for a period of time the Department determines to be appropriate.

F. Disputes - If the Contractor intends to assert a claim against the Department, the Contractor shall do so within 30 days of the date the Contractor knows, or should know, of the basis of the claim. Failure to file a claim within the 30-day period is a complete bar to the claim. The claim shall consist of a written statement to the Department setting forth the nature and monetary extent of the claim, and the facts on which the claim is based. Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract.

ARTICLE IV - PROPERTY

The Contractor shall notify the Department in advance of public disclosure of any information related to this Contract, unless such disclosure is compelled by legislative or judicial process. The Contractor shall in all cases submit to the Department three (3) copies of any scientific or technical paper, abstract, report or other vehicle pertaining in whole or in part to this Contract which the Contractor desires to publish, submit for publication, distribute or otherwise publicly disseminate. Such submission shall be made by the Contractor to the Department at least thirty (30) days prior to its planned initial public dissemination, disclosure, or submission for publication. The Contractor shall include in any such documents or vehicles of public disclosure a statement which acknowledges the Department, the specific programs therein, and the financial support provided by this Contract. Furthermore, upon receipt of a written request from the Department, the Contractor shall also provide a disclaimer stating that the contents of the aforesaid document or vehicle of public disclosure do not in any way reflect the views, opinions, or policies of the Department.

B. Patents and Copyrights - The Contractor may retain the entire right, title, and interest throughout the world to each subject invention associated with or reduced to practice in the course of performance under this Contract. With respect to any subject invention in which the Contractor retains title, the Department, and in those cases where federal money is involved, the federal government, shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced the subject invention throughout the world.

The Contractor shall have the duty to disclose to the Department any invention associated with or reduced to practice in the course of performance under this Contract. Furthermore, the Contractor agrees that, if at any time during the course of performance of this Contract, it should become aware of a potential conflict between the rights of the Department under this Contract, and those of any other party or entity, as to ownership of any patent or copyright interests developing in relation to said performance, then the Department shall be immediately notified of such conflict. In such a case, it is agreed and understood that the terms of this Contract may be adjusted to provide for an equitable relationship between monies expended hereunder in pursuit of such patent or copyright interests and benefits to be obtained therefrom by the Department.

The Contractor assumes the risk that any materials, equipment, process, or other items required under the Contract or furnished by the Contractor are subject to any patent, copyright, trademark, trade secret or other property right of another. The Contractor shall pay for all royalties and license fees and shall obtain all necessary licenses or permits to permit use of any such item by the Department. The Contractor shall defend all suits or claims of infringement of any patent, copyright, trademark, trade secret or other property right of another and shall save the Department harmless from loss or expense on account thereof.

C. Equipment - Unless otherwise provided in the MOU, all non-expendable equipment, including major equipment as defined in this Article, procured with funds from this Contract, shall be Department property and shall be used primarily for work under this Contract. Prior written approval of the Department shall be required for use of the equipment, on a non-interference basis, for other work of the Contractor. The Contractor shall use all effort to care for and maintain the equipment. Upon termination of this Contract, the Department shall determine what disposition shall be made of the equipment and shall so notify the Contractor within thirty (30) days. The Contractor shall report its acquisition of non-expendable equipment covered by this Contract to the Department annually. Non-expendable equipment is that which: 1) has a probable useful life in excess of one year beyond the date of acquisition, and 2) costs at least \$500, either as an individual piece or as a group of pieces intended to be used together.

All items of Major Equipment to be procured with funds from this Contract shall be itemized in the budget of this Contract to the extent possible. "Major Equipment" shall be defined as any item of equipment costing Two Thousand Dollars (\$2,000.00) or more. Unless itemized in the budget approved by the Department, purchase of each item of Major Equipment shall require prior written approval of the Department.

ARTICLE V - INDEMNIFICATION

A. Department Saved Harmless - To the extent permitted by the laws of the State of Maryland and available insurance, the Contractor shall indemnify the Department against liability for any suits, actions, or claims of any character arising from or relating to the performance of the Contractor or its subcontractors under this MOU. The Contractor's indemnification of the Department under this provision is subject to the availability of funds appropriated by Calvert County, Maryland for such purposes and is subject to the notice requirements, types of liabilities, and damages limitations stated in the Local Government Tort Claims Act, Md. Code Ann. Cts. & Jud. Proc. Sec. 5-301, et seq. (the "LGTCA"), as amended from time to time.

B. Insurance - If specified in the MOU, the Contractor shall provide insurance protecting the Department from bodily injury and property damage. Certificates of such insurance acknowledging the foregoing "Department Saved Harmless" clause shall be filed with the Department.

ARTICLE VI - WARRANTIES AND DISCLOSURES

A. Nondiscrimination in Employment - The Contractor agrees: (1) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; (2) to include a provision similar to that contained in subsection (1), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (3) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

B. Compliance with Laws - The Contractor hereby represents and warrants that:

1. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract;
and
2. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

ARTICLE VII - ACCOUNTING

A. Retention of Records - Audit - The Contractor shall retain and maintain all records and documents relating to this Contract for three years after final payment by the Department hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the Department, including the procurement officer or designee, at all reasonable times. The Department shall have the right, during usual business hours, to examine and audit pertinent records of the Contractor to verify invoices submitted pursuant to this Contract.

B. Payment of State Obligations - Payments to the Contractor shall be made in accordance with the terms of the MOU. Charges for late payment are prohibited.

ARTICLE VIII - DURATION

A. Effective Date - It is understood and agreed by the parties hereto that this Contract and any modification thereof shall not become effective or enforceable until executed by the Department.

B. Termination for Convenience - The performance of work under this contract may be terminated by the Department in accordance with this clause in whole, or from time to time in part, whenever the Department shall determine that such termination is in the best interest of the Department. The Department will pay all reasonable costs associated with this contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with

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termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

C. Termination for Default - If the Contractor fails to fulfill its obligation under this contract properly and on time, or otherwise violates any provision of the Contract, the Department may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the Department's option, become the Department's property. The Department shall pay the contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the Department can affirmatively collect damages.

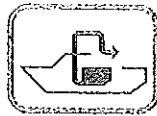
D. Multi-Year Restriction - If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available. The Contractor may not recover anticipatory profits or costs incurred after termination.

ARTICLE IX - LEGAL

A. Severability - If any of these provisions shall contravene, or be invalid under, the laws of the particular state, county or jurisdiction where used, such contravention or invalidity shall not invalidate the whole agreement, but the Contract shall be construed as if not containing the particular provision or provisions held to be invalid in the particular state, county, or jurisdiction, and the rights and obligations of the parties shall be construed and enforced accordingly.

B. Law Applicable - Unless otherwise authorized by the Board of Public Works, this Contract 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 question arising hereunder.

APPROVED as to form and legal sufficiency
Office of the Attorney General
Department of Natural Resources
May 2012



PUMPOUT BOAT GRANT APPLICATION

Maryland Department of Natural Resources

Boating Services Unit

580 Taylor Avenue, E-4

Annapolis, MD 21401

410-260-8772 * pumpout@dnr.state.md.us * dnr.maryland.gov/boating

IMPORTANT INFORMATION FOR ALL APPLICANTS

- Grants for the purchase of pumpout boats, and the operations and maintenance of pumpout boats, are 75 percent funded with Clean Vessel Act (CVA) funding received from the U.S. Fish and Wildlife Service (FWS). **GRANT FUNDED PUMPOUT BOATS MAY NOT MAKE A PROFIT AND ARE LIMITED TO CHARGING THE APPROVED FEDERAL RATE** (currently \$5 per pumpout for the first 50 gallons and .10¢/gallon after 50 gallons). **GRANT FUNDED PUMPOUT BOATS MUST BE USED EXCLUSIVELY FOR PUMPING OUT THE RECREATIONAL BOATING PUBLIC.**
- Approval for funding purchase and/or operation of pumpout boats is based upon the benefit to general boating public and availability of state and federal funding. **APPLICATION IS NO GUARANTEE OF FUNDING APPROVAL.**

PUMPOUT BOAT PURCHASE REQUESTS:

- Grant applications for the purchase of a pumpout boat are subject to review by DNR staff for inclusion in the next request for federal funding from FWS. **Funding may not be available for one year or more** from the date of application and all funds are reimbursable. That is, after receiving approval from DNR to proceed, the operator must outlay the money and submit an invoice to DNR to be reimbursed.
- As a general guideline, applications to purchase a pumpout boat should be submitted to DNR by October 31 for inclusion in the next CVA funding request made by DNR. Applicants are encouraged to call DNR staff prior to applying for the most current information (410-260-8772).
- **The grant limit for purchasing pumpout boats is \$60,000.** If approved for the purchase of a pumpout boat, applicant must provide 25 percent matching funds.
- Applicants are responsible for the operation and maintenance of grant funded equipment (i.e., boats) for useful life of the boat. **Applicants should be prepared to maintain and operate the grant funded pumpout boat for the useful life of the vessel.**

PUMPOUT BOAT OPERATIONS AND MAINTENANCE (O&M) REQUESTS:

- Additional paperwork will be prepared for annual O&M agreements if approved.
- **Unless otherwise noted, the annual grant limit for O&M funding for a pumpout boat is \$15,000.**
- Boat operators must submit a new application for each year. **Funding one year is not a guarantee of funding for subsequent years.** All grants are based upon availability of state and federal funding and benefit to the boating public.

APPLICANT CONTACT INFORMATION

Organization Name: Annapolis Harbormaster

Person Responsible for Grant: Beth Mauk

Address: 1 Dock Street Annapolis, MD 21401

Telephone: 410-263-7973 Cell: 443-481-8311

Email: brmauk@annapolis.gov Website: _____

Date this organization was formed: _____

Succinct Description of the Organization's Mission: The Harbormaster's Office is responsible for ensuring the safe, clean and enjoyable use of Annapolis City Waters.

Nonprofit Status: N/A

Tax ID: 52-600764

If this is a non-governmental organization, **attach your most recent financial report and a copy of a recent Certificate of Status** from the MD State Department of Assessments and Taxation (<http://www.dat.state.md.us/sdatweb/COSinfo.html>)

Non-governmental Organizations:

How does operating a pumpout boat fit with your organization's goals and expertise?

How long has your organization been in existence?

If requesting funding to purchase a pumpout boat, how can DNR and FWS be confident that your organization will be solvent for the useful life of the boat (typically 10 years)?

II. PROJECT DETAILS

A. I am applying for:

Purchase of a pumpout boat only.

Operations and ^(M) maintenance funding of an existing pumpout boat for the boating season of 2014. (Approximately April 15 – November 15.)

Purchase of a pumpout boat *and* operations and maintenance funding of this boat for the boating season of 20 . (Approximately April 15 – November 15.)

What hours, days of week, and months of year will the proposed pumpout boat run?

7 days per week: March 15th until Nov 15th, 0900-1930

Saturdays from 0900 until 1500 --November 16th until March 14th

Proposed Start Date: March 1, 2017

Grant funding to purchase a boat may not be available for a year or more pending the next federal grant cycle.

B: BOAT DETAILS

Provide the make, model and estimated cost of the pumpout boat you wish to purchase (3 bids required). Include a price and specification sheet from the manufacturer if requesting grant funds to purchase a boat. **DNR will only fund vessels manufactured explicitly to be used as pumpout boats. GRANT FUNDED PUMPOUT BOATS MUST BE USED SOLELY FOR PUMPING OUT THE GENERAL RECREATIONAL BOATING PUBLIC. NO OTHER USES ARE PERMITTED.** Also refer to Terms and Conditions.

This vessel is a used pump out boat that was loaned to Annapolis City. Therefore, some of the components were already installed by us, and so this boat is uniquely affordable and equipped. Consequently, MetalCraft is the sole source.

What is the *holding tank capacity* of the proposed pumpout boat?

300 gallons

Where will the pumpout vessel be emptied? Describe arrangements for both seasonal and winter time disposal. Subject to verification by DNR staff.

Annapolis City Marina, Annapolis Landing Marina: Summer

Prince George Street: Winter

Who will operate the boat? (Add separate sheet if needed):

Name	Hourly Pay Rate	Date of Birth	MD Safe Boating Certificate?	Years of Experience Operating Boats
Andrew Patterson	14.50	02/1988	Yes	20
Tyler Northfield	15.00	06/1993	Yes	15
Patrick Riordan	11.00	10/11/1985	Yes	17

III. PROPOSED PROJECT LOCATION

What area(s) will the pumpout boat serve? Please be specific. Include a chart of the area if possible.

Describe the boats and boating activity typically found in this area.

Where will the pumpout boat be regularly docked during boating season?

Where will the pumpout boat be stored off season?

IV. BUDGET

A. BOAT PURCHASE

Grant limit: \$60,000

Grant funding requested to purchase boat (if applicable): \$ 76,195.

Must include price and specification sheet from manufacturer. Any rebates or discounts must be disclosed.

Expected delivery date of pumpout boat (if applicable): March 31, 2017

What is the source of your 25 percent matching funds? Explain.

75 % Federal Funding Request (Maximum \$60,000)	25% Matching Funds (State WIF)	Total
<u>\$ 57,146.25</u>	<u>\$ 19,048.75</u>	<u>\$ 76,195.</u>

B. OPERATIONS AND MAINTENANCE

Grant limit: \$15,000 annually unless otherwise noted.

You are not required to provide 25 percent non-federal match but doing so will strengthen your application. Match may be cash, or "in-kind" donated services such as slip fees or labor to operate the boat.

Boat operators must submit a new grant application for each year. Funding one year is not a guarantee of funding for subsequent years.

O&M Cost Estimates—Briefly explain each category's estimates below table.

Category	75% Federal Funding Grant Request	25% Non Federal Match if applicant is providing. Identify the source of match.	Total
Salary ¹ (detail hourly rate below)			
Boat Operations & Maintenance (including fuel ² , maintenance ³ , repairs ⁴)			
Slip fee/dockage ⁵			
Insurance ⁶			
Other ⁷ (specify)			
Total			

Already Submitted Separately

¹Salary: ²Fuel: ³Maintenance: ⁴Repairs: ⁵Slip fee: ⁶Insurance: ⁷Other:

V. TERMS AND CONDITIONS: IN SUBMITTING THIS GRANT APPLICATION TO THE DEPARTMENT OF NATURAL RESOURCES, THE APPLICANT HEREBY ACCEPTS THE TERMS AND CONDITIONS SET FORTH AS FOLLOWS:

A. GRANT FUNDED PUMPOUT BOATS MAY NOT BE USED TO MAKE A PROFIT. ANY GRANT FUNDING WILL ONLY BE AVAILABLE TO HELP THE BOAT OPERATOR "BREAK EVEN." YOU WILL BE REQUIRED TO DOCUMENT PUMPOUT INCOME AND PROVIDE PROOF OF PAYMENT PRIOR TO ANY REIMBURSEMENT. (Initial) *RPN*

B. Grant funded pumpout boats must be used SOLELY for emptying sewage holding tanks of the general recreational, boating public. No other uses are permitted.

(Initial) *RPN*

C. 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 any property or facility acquired or developed pursuant to this proposal. In addition to pumping out boat holding tanks, all facilities will have

the capability to properly dispose of portable toilet waste and the pumping/dumping facility must be made available to the general public during reasonable business hours. (Initial) BDM

D. If requesting funding to purchase a pumpout boat, the applicant agrees to maintain the pumpout boat in operating condition, inclusive of necessary maintenance, for the useful life of the boat (at least ten years). (Initial) BDM

E. Applicant agrees to charge no more than \$5.00 per pumpout for the first 50 gallons and an additional ten cents per gallon for every gallon above 50 gallons. The applicant also agrees to notify the Department upon any change in the price charged for a pumpout or in its operating hours. Additionally, if the pumpout is out of service for any reason, other than severe weather, between April 15th and November 15th, the applicant will notify the Department immediately. (Initial) BDM

F. The applicant understands that his/her organization will own and be responsible for the pumpout vessel. By providing financial, or other, assistance to the applicant, both the State and federal government assume no liability for the pumpout vessel's operation. (Initial) BDM

G. The applicant understands and agrees that this is a reimbursement program and that, upon being given approval by the Department to proceed, the applicant must pay for the purchase and delivery of the pumpout boat and/or services to operate and maintain the boat, and no reimbursement will be made for invoices that are not on a proper form and are not accompanied by suitable proof of payments (including canceled checks).

(Initial) BDM

H. The applicant will not purchase a pumpout boat or initiate pumpout services for which he or she is seeking reimbursement, until given specific approval by the Department to do so. Purchasing and/or providing pumpout boat service without specific approval of the Department invalidates the grant agreement. Grant approval will be predicated on the following:

- the needs of the Department and the availability of federal and state funding,
- confirmation of an approved location and back up location to empty the pumpout boat holding tank,
- the submission to the Department of a specific proposal for the applicant to purchase and/or operate a pumpout boat. The proposal must include: 1) the type of ^(sole source) equipment to be used (with 3 competitive bids if applying for purchase of a pumpout boat); 2) the area to be served; and days and months of planned service. DNR will not reimburse vessel owners for their time spent on the pumpout project. (Initial) BDM ^{n/a} BDM

I. The pumpout boat shall be used for the collection of boat sewage only. No bilge or oily waste shall be collected in the pumpout. (Initial) BDM

J. Sewage disposal agreements with local wastewater treatment plants, local sanitary commissions, and/or public works departments, where applicable, shall be submitted to and

approved by the local Health or Environmental Department prior to operations. Agreement(s) with local marina operator(s) to accept pumpout boat waste should be attached.

(Initial) RBW

K. The pumpout boat owner or agent is responsible for the obtaining of and compliance with all permit and health department requirements, federal, state and local codes and the inspection of the project to insure compliance of materials, products, and workmanship with the approved plans and specifications. Periodic inspections and a final inspection may be made by the Department to insure funds are properly spent. These inspections will not include design/engineering adequacy nor State and local code compliance as these items are the responsibility of the installer. (Initial) RBW

L. Any payment to contractors in excess of the agreed upon price must be approved by the Department prior to payment to be eligible for reimbursement. (Initial) RBW

M. The Department will provide the vessel operator with a sign which shall be posted in a conspicuous place on the pumpout vessel. (Initial) RBW

N. The applicant agrees that if a grant funded pumpout boat is sold, a written agreement will be obtained from the new owner (and subsequent owners) that ensures continued compliance with this agreement. The applicant also agrees that if the pumpout boat is sold or transferred, the vessel will remain at this location. (Initial) RBW

O. If the pumpout boat owner or agent ceases to maintain this vessel as an operational pumpout boat, or does not comply with the above conditions, all monies paid by the Department of Natural Resources will be reimbursed to the Department of Natural Resources by the marina owner or agent. (Initial) RBW

P. The Contractor is solely responsible for all aspects of the operation and maintenance of both the vessel and related pumpout equipment. The Contractor further understands and agrees that neither the State nor federal government assumes any liability for any aspect of the operation and maintenance of both the vessel and pumpout equipment including, but not limited to; any death, illness, injury, or damage to property that is in any way attributed to the pumpout vessel or the pumpout equipment. The Contractor further agrees to ensure that the vessel is properly registered, equipped, and insured, and that staff are properly trained in both the operation of the vessel and the use of pumpout equipment. For example, the Contractor will ensure that all vessel operators born on or after July 1, 1972 possess a Certificate of Boating Safety Education (NASBLA approved) as required by Maryland law. (Initial) RBW

Q. All projects must be in compliance with the Maryland Economic Growth, Resource Protection, and Planning Act of 1992 prior to the reimbursement of any State funds.

CERTIFICATION

As the owner or agent designated to represent this organization, I request that a grant be made available from the Clean Vessel Act and/or the Waterway Improvement Fund within the current grant limits; and that the pumpout boat owner or agent will, if necessary; (a) provide without costs to the State of Maryland, all necessary lands, easements, and rights-of-way required for construction and subsequent maintenance of the project, including an approved method for final disposition of sewage if holding tanks are used; (b) hold and save the State of Maryland free from damages that may result from the purchase, construction, or operation of the project; and (c) will assure that the services will be designed and constructed for handicapped persons pursuant to Section 51, Article 78A, of the Annotated Code of Maryland.

It is understood and agreed by the applicant that if the pumpout boat is not operating within one year of the date of application, the application will be null and void. The applicant must then reapply, with no guarantee of acceptance into the program.

I certify that I have prepared this application and the above information is complete and true to the best of my knowledge.

(Signature) Beth R. Mauk (Name) Beth R. Mauk

(Date) 1/17/2017 (Title) Harbormaster

DEPARTMENT OF NATURAL RESOURCES - BOATING SERVICES

Approved: [Signature] Date: 1/20/17

BOATING SERVICES UNIT/Clean Waterways, Facilities & Regulations Division
Grant Officer Assigned: Christie Martinez
Telephone Number: (410) 260-8772

DNR BA 0024 DNR - (08 - 14)