



OHIO DEPARTMENT OF NATURAL RESOURCES
DIVISION OF WATERCRAFT
AND
UNITED STATES FISH & WILDLIFE SERVICE



Clean Vessel Act (CVA) Grant Application Guidelines

Table of Contents

Overview	2
Grant Procedures	3
Application Guidelines.....	6
Sample Cooperative Agreement	8

Ohio DNR Division of Watercraft Contact:

Ted Welsh
(614) 265-6410
ted.welsh@dnr.state.oh.us

Overview

In December 1998, the Division of Watercraft received authority to administer the Clean Vessel Act grant program in Ohio. The purpose of this grant packet is to describe the procedure for applying to the Division of Watercraft to construct and renovate waste reception facilities for recreational vessels at public and private marinas and at other vessel facilities.

The importance of keeping our waters clean is evident in all aspects of our lives. Your willingness to participate in this program accomplishes many benefits and will help us "KEEP OUR WATERS CLEAN." Therefore, the Ohio Department of Natural Resources Division of Watercraft would like to welcome you to apply for a cooperative grant under the Clean Vessel Act program. Applications must be postmarked by October 1 each year.

Please read this information carefully. If you have any questions, you may contact Ted Welsh at Ohio DNR Division of Watercraft, 2045 Morse Road Building A-2, Columbus, OH 43229-6693; (614) 265-6410; ted.welsh@dnr.state.oh.us.

Thank you for taking the time and initiative to improve waste reception facilities for the boaters in Ohio.

Grant Procedures

Funding Sources

The funding for the Clean Vessel Act (CVA) comes from the Sport Fish Restoration Account of the Aquatic Resources Trust Fund, commonly known as the Wallop-Breaux Fund. Monies in that fund result from a 10% excise tax on fishing equipment and a 3% tax on electric trolling motors and sonar fish finders, a portion of the Federal fuels tax, and import duties on fishing tackle and pleasure boats. The Clean Vessel Act Pumpout Grant program makes matching grants available through a competitive process to all states. Grant funds are offered at a ratio of 3:1 (Federal to State). Monies in the State of Ohio Waterway Safety Fund result from Ohio boat registration fees, seven-eighths (7/8) of 1% of Ohio's gasoline tax, and a grant from the U.S. Coast Guard.

Who Is Eligible to Apply?

CVA grant funds are available to public and private marinas and other vessel facilities. All pumpout or dump station facilities funded through this program must be open to the public.

Priorities

Projects may be given extra consideration if they are located within the following areas.

- Waters with low flushing rates
- Waters with significant recreational value
- Waters within Coastal Zone programs
- "No Discharge Areas"

Eligible Costs

Grant funds will pay for 100% of approved costs for construction and renovation of pumpout and/or dump stations. Examples of typical costs include

- Purchase of pumpout/dump station equipment and any miscellaneous parts/supplies
- Plumbing connections to holding tank or sewer system
- Electrical and water supply
- Purchase and installation of lift stations, if needed
- Purchase of portable pumpouts
- Labor for installation
- New dock for pumpout, if used exclusively for pumpout needs.

Examples of ineligible costs include

- Facilities that are not available to the general public
- Any construction/renovation of the main sewer line, septic systems, or sewage treatment plants
- Construction/Renovation of upland or land based restroom facilities.

Basis of Funding

The Ohio Department of Natural Resources Division of Watercraft will provide 100% of the construction costs on a reimbursement basis. The applicant will pay the contractor and submit copies of paid invoices to be reimbursed. The Division of Watercraft is reimbursed 75% of the costs from the federal government.

The most important guideline to be aware of is that an applicant cannot start their project until official notification is received from ODNR. No reimbursement will be given for any work performed prior to entering into a formal agreement with ODNR. The formal agreement is a document (See sample agreement) signed by both the marina and the Director of the Department of Natural Resources. Any costs incurred prior to the Director signing this agreement are the responsibility of the applicant and will not be reimbursed by ODNR. ODNR will send the applicant a fully executed agreement with a formal letter stating permission to proceed with the project. Although each agreement/contract is negotiated separately, a sample agreement is available for reference.

Project Acknowledgment

A permanent sign acknowledging the Sport Fish Restoration Program is required for all projects. ODNR will provide a sticker for this acknowledgment. In addition, a Pumpout placard and symbol will be required to be displayed to give boaters notice that a waste reception facility is available. ODNR will provide this placard.

Permit Requirements

The applicant is required to secure all local and state permits required for the project. This requirement may include building and zoning permits.

Permits are not required prior to making application for a grant, but will be required before construction begins.

Site Visit

Site visits may be conducted after the application is received or during construction. Visits may be done by ODNR officials, representative from the local and State Health Departments, and/or representatives from the U.S. Fish and Wildlife Service (USFWS).

Project Approval

If the application is approved for funding, the following procedure will be used:

1. Actual costs of the project and project components will be negotiated with the USFWS. ODNR will act as the contact for approval of costs.
2. Once the final costs have been approved, a formal agreement/contract will be drafted by ODNR. The cooperating agency will sign the agreement.
3. Upon receipt of the signed agreement, the agreement will be signed by the Chief of the Division of Watercraft, and the Director of the Department of Natural Resources.
4. ODNR will forward an original agreement to the applicant with a letter of authorization to proceed with the project. The applicant can then begin construction, etc. at their convenience.

Post Construction, Operation and Maintenance

Any facility that is developed with assistance from the Clean Vessel Act and the Division of Watercraft shall be operated and maintained so as to appear attractive and inviting to the public. Sanitation and sanitary facilities shall be maintained to comply with applicable state and local public health standards. The facility shall be kept safe for public use. The facility shall be kept open for public use during normal business hours.

User Fees

User fees are allowed to help pay for the maintenance and hauling costs of operating the waste reception facility. A maximum of \$5.00 may be charged, unless there are other factors. In the case where hauling or other costs warrant a higher fee, application may be made for a waiver of the \$5.00 charge which must be approved by the USFWS.

Barrier Free Access

The applicant/recipient shall meet all requirements of the Americans with Disabilities Act, to the extent possible.

Discrimination Prohibited

The applicant/recipient agrees that no person shall, on the basis of race, sex, religion, age, color, any disability as defined in the Americans with Disabilities Act, national origin or ancestry, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity for which the applicant/recipient receives financial assistance from the Division of Watercraft, or US Fish and Wildlife Service.

Liability

The grant recipient agrees to defend and hold the state free from liability in case of claim or suit arising from the construction, operation, or maintenance of this project.

Application Guidelines

Please refer to the following guidelines when completing the grant application form.

The application is available at the "Application Form" link. Contact us if you would like a hard copy of the guidelines and application mailed to you. The application also can be sent via email or mailed on disk.

If you have any questions, you may contact Ted Welsh at the Division of Watercraft, 2045 Morse Road Building A-2, Columbus, Ohio 43229-6693; Phone: (614) 265-6410; Fax: (614) 267-8883; Email: ted.welsh@dnr.state.oh.us.

Part I - GRANTING AGENCY INFORMATION

This gives you information on who and how to contact The Division of Watercraft for information about this grant.

Part II - APPLICANT INFORMATION

Organization Name: This should be the name of the agency or marina that is applying for the grant.

Provide other information as requested.

Contact Person: Make sure the Contact Person listed is the agency's primary person who will coordinate the project with the Division of Watercraft. This person will be called upon to answer questions.

Part III - PROJECT LOCATION

List the facility or marina name, county and the body of water the marina is located on. For body of water, list the specific river, channel, etc. If you are located right on the shore of Lake Erie or the Ohio River, then just list Lake Erie or Ohio River.

Part IV - GRANT AMOUNT/PROJECT COST

The "TOTAL ESTIMATED COST OF THE PROJECT" is critical to avoid cost overruns and having bids come in over estimated costs. Be sure to estimate the project costs based on construction and material costs at least ONE year from the date of application. This amount must match the GRAND TOTAL from the project components in Part V. Round all estimated cost to the nearest dollar. Also, include copies of cost estimates from suppliers and contractors as an attachment.

The approved grant project is subject to 100% reimbursement for applications received after January 1, 2002.

Part V - PROJECT DESCRIPTION

Provide a narrative of all parts of the project. (Ex: Purchase a new pumpout, build new 30' dock to be used only for new pumpout, install plumbing to existing sewer line, provide electrical and water supply, trenching/digging, and labor costs.

PROPOSED PROJECT COMPONENTS

For all applicable Project Components, indicate whether it is replacement or new construction. Provide an

estimated cost for each component of the project. The "Grand Total" must equal the total project cost listed in Section IV. Additional itemized sheets and/or contractor's estimates are recommended.

Part VI - PROJECT INFORMATION

Check the appropriate response.

List the names of the nearest pumpout facilities to your marina and the estimated distance by boat.

Part VII - PROJECT JUSTIFICATION

Provide a narrative of the needs for additional waste reception facilities in your area. Answer the questions listed. Also, provide some information on why you wish to participate in this program.

Part VIII - REQUIRED ATTACHMENTS

Make sure all necessary documents listed are attached with your application. It is important that the maps are as detailed and accurate as possible. Items 2-3 are critical in order to get proper approvals from the State Historical Preservation Office, and provide adequate site information to the USFWS.

APPLICANT SIGNATURE

Print your name, agency, and title. Sign and date the application.

Return TWO original sets of your application to the address listed.

Applications will be valid only if post marked on or before October 1.

Sample Cooperative Agreement

CLEAN VESSEL ACT COOPERATIVE AGREEMENT
OHIO DEPARTMENT OF NATURAL RESOURCES
DIVISION OF WATERCRAFT
AND

MARINA NAME

This Agreement made and entered into this _____ day of _____, 20____, by and between the State of Ohio, acting by and through the Chief of the Division of Watercraft, with the consent and approval of the Director of the Department of Natural Resources, pursuant to Section 1547.72 of the Ohio Revised Code, hereinafter referred to as the "State"; and _____ (Marina), the address of which is _____ (Address, City, State Zip) to _____ (Description) (as described in Attachment A), hereinafter referred to as the "Project."

WITNESSETH THAT:

WHEREAS, the Project will promote use of the natural resources of the State of Ohio by members of the general public; and

WHEREAS, Federal Clean Vessel Act Funds in the amount of \$_____ (_____dollars) for paying three-fourths of the State's share of the costs for the Project have been received from the U.S. Fish & Wildlife Service. Obligations of the State are subject to the provisions of Section 126.07 of the Ohio Revised Code.

NOW THEREFORE, it is mutually agreed by the State and _____ (Marina) that the following are the provisions and stipulations which govern the Project:

1. _____ (Marina), his/her agents, representative subcontractors or independent contractors shall perform this project in accordance with the project description in Attachment A which is hereby incorporated by reference as if fully set forth herein. No deletions or additions to the approved cost estimates and project description shall be allowed without approval of the State.
2. _____ (Marina) shall secure completion of the Project in accordance with locally approved plans and specifications, and shall ensure compliance with all applicable federal, state, and local laws and regulations.
3. _____ (Marina) is responsible for obtaining all federal, state and local permits and licenses that may be required for this Project.
4. The agreement period for construction and reimbursement of the project is the remainder of the current fiscal biennium. Work shall commence immediately upon entering into a contract and shall terminate at midnight on June 30, 20____, unless the agreement is terminated sooner or renewed as herein provided. In order for the State to provide a timely reimbursement, _____ (Marina) agrees to complete the project on or before

_____(Date).

At the option of the State, this agreement may be renewed by letter under the same terms and conditions for the biennium beginning July 1, 20__ and ending no later than _____(Date). Any purchase orders issued against the contract, or any renewal thereto, shall not be valid unless the Director of OBM shall first certify, under Section 126.07 of the Revised Code, that there is a balance in the user agency's appropriation not already obligated to pay existing obligations.

5. The total estimated cost of the project is Total Cost of \$ _____(Project Amount) (_____dollars), which includes engineering, permits, construction and purchasing costs. The State agrees to pay a maximum of One Hundred percent of the actual project costs or \$ _____(Project Amount) (_____dollars), whichever is the lesser, and _____(Marina) agrees to pay the remainder. In no event shall the State's share of the Project cost exceed \$ _____(Project Amount). The State may not be invoiced for any work performed prior to the execution of this Agreement or for any work performed after the project completion date established in item four (4). All invoices for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. No travel expenses are authorized under the terms of this Agreement. _____(Marina) shall submit a final reimbursement to the State no later than _____(Date) to assure the availability of funds for final payment.
6. The State will encumber funds to cover the State's share of the Project cost for work to be performed under this Agreement.
7. _____(Marina) shall submit documentation of paid invoices for reimbursement by the state. Beginning with the second invoice, each invoice submitted by _____(Marina) shall be accompanied by an accounting of all Project costs, to date. The accounting shall show the amount authorized by the State, and the amount paid, to date, by the State. _____(Marina) shall retain all pertinent records relating to the Project for a period not less than three (3) years and the State shall have access to said records at all times.
8. Upon completion of the Project, _____(Marina) shall notify the State and the Ohio Department of Health so that a final review of the Project can be performed. Inspection of the project site may also include employees of the U.S. Fish & Wildlife Service. If deficiencies in the work are noted during this review, the State or Ohio Department of Health shall provide to _____(Marina) a list of remedial work items to be performed prior to acceptance of the Project. _____(Marina) shall notify the State once all remedial work is completed; however, the State shall retain the right to re-examine the Project to assure compliance with all listed remedial work items. _____(Marina) hereby grants to the State and its authorized representatives a right to enter upon the project area with all materials and equipment necessary and convenient for inspection and monitoring purposes.
9. The State will withhold 10% of each reimbursement request as final payment until full accounting is received which will include the final site inspection by the State and the Ohio Department of Health and completion of any punch list items.

10. _____(Marina) agrees to place on or near the project a decal showing funding from the Sport Fish Restoration Program, and a decal showing funding from the Ohio Department of Natural Resources, Division of Watercraft, Waterway Safety Fund, as provided by the State.
11. _____(Marina) will not charge fees for use of pumpout or dump stations in excess of \$5.00, or the maximum allowable amount under the Clean Vessel Act guidelines, without specific written permission. A written request to waive the \$5.00 fee must be submitted to the State detailing additional cost or circumstances that justify an increase in fee charged. Any fees charged shall be offered equally and not discriminate against any user group on the basis of residence, preferential fees, reservations, membership system, or allocation of spaces. All fees so charged will be used to defray operation and maintenance costs of the Project.
 - a. _____(Marina) shall establish an account for the deposit of such use fees and the disbursement of funds therefrom. The State reserves the right to audit this account.
 - b. As an option to charging a direct fee for use of the facilities, _____(Marina) may incorporate pumpout charges into seasonal or transient dock rental costs. This option is encouraged in order to maximize the use of facilities.
12. _____(Marina) certifies that neither it nor its employees are public employees of the State under federal and state law for tax, retirement deduction, and Workers' Compensation purposes and that _____(Marina) carries Workers' Compensation coverage.
13. _____(Marina) agrees to comply with all applicable state and federal laws regarding drug-free workplace.
14. _____(Marina) hereby agrees to hold harmless and indemnify the State for any and all claims and liability for personal injury, including death, or property damage made by third parties against _____(Marina) or the State arising from or connected with work performed under this agreement by the _____(Marina) provided that any liability, claim or obligation, in law or in equity, directly between the Division, the State, and _____(Marina), shall be determined in accordance with applicable Ohio law.
15. It is understood and agreed that on and after the date of this agreement, _____(Marina) will not bring, commence, prosecute, maintain, or cause to be brought, commenced, prosecuted or maintained, any suit or action in any court in the United States or in any state thereof or elsewhere against the Division or State for any damage or injuries to _____(Marina) property or personal injury, including death, arising out of or connected in anyway with the design, construction, or maintenance on the above described property. Provided, however, that _____(Marina) assumes no liability for any action or suit brought by any party against the Division or State or Landowner for any damages allegedly caused by or resulting from the work performed by the Division of the State.

16. _____(Marina) agrees to be responsible for the fulfillment of all work elements included in any subcontract _____(Marina) engages and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by _____(Marina) that the State shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that _____(Marina) shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
17. The project shall be open for use to the public at all times during normal operating hours. Upon completion of the Project, _____(Marina) agrees to operate and maintain the facilities for a period of not less than ten (10) years, or such other period mutually agreed to in writing by both parties, and will make ample provisions each year for maintenance. The State assumes no responsibility to operate or maintain the Project.
18. This agreement may be terminated by either party by giving thirty (30) days written notice to the other party. In case of termination by _____(Marina), only amounts accrued to the date of cancellation shall be due and payable with the cancellation notice. In case of termination by the State, _____(Marina) shall be responsible for refunding Clean Vessel Act funds within ninety (90) days of termination. The State shall have the right to terminate this Agreement and demand refund of Clean Vessel Act Funds for non-compliance with the terms and conditions of this Agreement or reasons identified by law.
19. _____(Marina) and his or her spouse affirms that they have not made, as an individual, within the past two calendar years, one or more contributions totaling in excess of \$1000.00 to the Governor or his election committees, consistent with the restrictions of Section 3517.13 of the Revised Code.
20. _____(Marina) agrees and shall require all of his/her agents, representatives, subcontractors, or independent contractors to agree that they shall fully comply with the Provisions of the Copeland "Anti-Kickback Act" (18 USC 874) as supplemented in the Department of Labor Relations (29 CFR Part 3).

_____(Marina) agrees:

That in the hiring of employees for the performance of work under the contract or any subcontract that any contractor or subcontractor shall not, by reason of race, creed, color, religion, sex, age, handicap, national origin, or ancestry discriminate against any citizen of this state in the employment of any person qualified and available to perform the work to which the contract relates;

That no contractor, subcontractor, or any person acting on behalf of any contractor or subcontractor shall in any manner discriminate against, intimidate, or retaliate against employee hired for the performance of work under the contract on account of race, creed, color, religion, sex, age, handicap, national origin, or ancestry.

_____(Marina) agrees to comply with all provisions of the Americans with Disabilities Act and agrees to assume full responsibility for non-compliance therewith.

IN WITNESS WHEREOF, the State of Ohio, Department of Natural Resources and _____(Marina), have caused this Agreement to be executed by their respective officers duly authorized as of the first above written date.

FOR _____ (MARINA):

(TYPED NAME AND TITLE)

SIGNATURE/Date

FEDERAL TAX IDENTIFICATION NUMBER

FOR THE STATE OF OHIO:

CHIEF, DIVISION OF WATERCRAFT/Date
AS DESIGNEE FOR
JAMES ZEHRINGER, DIRECTOR
OHIO DEPARTMENT OF NATURAL RESOURCES

ATTACHMENT A:

A description of the scope of the project.