

# Staff Report 27

## **LESSEE:**

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Dennis Morton Oikle and Hildegard Heidi Oliver Oikle, dba Heidi's Outrigger Marina and Saloon

## **APPLICANT/SUBLESSOR:**

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Paradise Investment Properties Group, LLC

## **SUBLESSEE:**

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Paradise Business Investments, Inc.

## **SECURED-PARTY LENDER:**

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Allstar Financial Services, Inc.

## **PROPOSED ACTION:**

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Consider Waiver of Rent, Penalty, and Interest; Termination of a General Lease – Commercial Use; Issuance of a General Lease – Commercial Use; Endorsement of a Sublease; and Authorization of an Agreement and Consent to Encumber Lease.

## **AREA, LAND TYPE, AND LOCATION:**

Sovereign land located in Three Mile Slough at Sherman Island, adjacent to 17641 Sherman Island East Levee Road, near Rio Vista, Sacramento County.

## **AUTHORIZED USE:**

**Lease and Sublease:** Continued use, maintenance, and operation of an existing commercial marina, now known as Paradise Outrigger Marina, consisting of six covered boat sheds with approximately 76 berths of various lengths with electrical and water hookups, one uncovered guest dock with finger and approximately 1,000 feet of side-ties, gas dock, with one marine fuel dispenser and hose reel, two restrooms with showers, laundry room, patio, a portion of a restaurant and bar, and

bank protection previously authorized by the Commission; and one-time maintenance dredging of up to a maximum of 12,000 cubic yards not previously authorized by the Commission.

**TERM:**

**Lease:** 20 years, beginning October 22, 2020.

**Sublease:** 5 years, beginning October 22, 2020.

**CONSIDERATION:**

**Marina Facility:** \$7,197 per year, with an annual Consumer Price Index adjustment; and the State reserving the right to fix a different rent periodically during the lease term, as provided for in the lease.

**Bank Protection:** The public use and benefit, with the State reserving the right at any time to set a monetary rent if the Commission finds such action to be in the State's best interests.

**SPECIFIC LEASE PROVISIONS:**

- Liability insurance in an amount no less than \$3,000,000 per occurrence.
- Surety in an amount no less than \$100,000.
- The lease contains provisions requiring implementation of the Commission's "Best Management Practices for Marina Owners/Operators" and encouraging implementation of the Commission's "Best Management Practices for Berth Holders and Boaters," including additional Best Management Practices (BMPs) the Commission subsequently deems appropriate for either of the above categories.
- Upon Lessee's delivery of a good-faith estimate prepared by a reputable contractor for the costs of full removal of the Improvements, to the sole satisfaction of the Executive Officer or her designee, Lessor and Lessee agree that the Surety Bond required in Section 1 may be modified to reflect the estimated removal costs.

**STAFF ANALYSIS AND RECOMMENDATION:**

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**AUTHORITY:**

Public Resources Code sections 6005, 6216, 6301, 6501.1, and 6503; California Code of Regulations, title 2, sections 2000 and 2003.

**PUBLIC TRUST AND STATE'S BEST INTERESTS:**

On October 14, 2014, the Commission authorized a 20-year General Lease – Commercial Use to Dennis Morton Oikle and Hildegard Heidi Oliver Oikle, dba Heidi's Outrigger Marina and Saloon ([Item C02, October 14, 2014](#)). On May 23, 2019, ownership of the upland parcel was deeded to the Applicant. The Applicant is now applying for a new General Lease – Commercial Use, endorsement of a sublease, and an agreement and consent to encumber the lease.

The subject commercial marina directly promotes Public Trust uses. The marina facilities accommodate, promote, and foster the public's need for maritime services and the public's enjoyment of the State's waterways. Recreational boating is a water-dependent use that is generally consistent with the common law Public Trust Doctrine. The adjacent upland is privately owned and developed as a commercial marina.

The Paradise Outrigger Marina (previously known as Heidi's Outrigger Marina and Saloon) is a large commercial marina covering nearly 4 acres. The marina is vulnerable to theft and property destruction and in the past has experienced vandalism requiring response from local law enforcement. Currently, the marina is mostly vacant. The Applicant removed several vessels that were either abandoned or non-paying tenants. There is a definite need for a limited and controlled presence of one functional vessel to be occupied on a 24-hour basis for security purposes. Staff is recommending one functional vessel be used for security purposes. This vessel will be located in a strategically designated slip subject to the approval of Commission staff. The security vessel will be required to leave the marina waters at least once every 90 days for a minimum of 6 hours, and the Applicant is required to maintain an annual log to be made available to Commission staff upon request.

A maximum 12,000 cubic yards of material may be dredged one time, as identified in the proposed lease. The dredging is contingent upon the Applicant complying with applicable permits, recommendations, or limitations issued by federal, state, and local governments, and restricts the Applicant from using the dredged material for commercial purposes. Dredged material will be deposited at U.S. Army Corps of Engineers-approved disposal sites or at approved beneficial upland use sites. The dredging is consistent with the common law Public Trust Doctrine because it is intended to facilitate water-dependent recreation and navigation. The dredging will maintain a navigable depth for recreational boating in Three Mile Slough.

The Lessee paid annual rent through December 4, 2017. Commission staff sent annual rent invoices to the Lessee for the 2017-2018, 2018-2019, and 2019-2020 lease periods. The Lessee did not pay these invoices.

On May 23, 2019, the Applicant acquired ownership of the upland property through foreclosure. Staff believes it is not in the State's best interests to pursue future collection efforts of rent, penalty, and interest from the Lessee for the period from May 23, 2019, through December 4, 2020, since the Lessee was no longer the upland owner for that period of the time. Furthermore, staff believes there is no reasonable chance for recovery of any back rent from the Lessee from December 5, 2017, to May 22, 2019, due to the foreclosure.

Therefore, staff recommends waiving the rent, penalty, and interest due from Lessee during the period of Lessee's ownership and voiding annual rent invoice numbers 43410, 46029, and 48710 issued to Dennis Morton Oikle and Hildegard Heidi Oliver Oikle, dba Heidi's Outrigger Marina and Saloon. Staff recommends that the Commission accept compensation from the Applicant for the unauthorized occupation of State land in the amount of \$10,215 for the period beginning May 23, 2019, through October 21, 2020, the day before the proposed new lease would become effective.

Staff recommends termination of the existing lease because the Lessee is in default of the Lease. The Lessee failed to make any payment of rent since December 4, 2017, allowed for the improvements and upland property to be foreclosed upon, thereby violating the covenant of continuous use, without notifying Commission staff and without executing a lease quitclaim deed. Provisions in the lease define failure to pay rent and the failure to maintain continuous use as immediate defaults of the lease. Staff sent written notification to the Lessee on January 8, 2019, of staff's recommendation to find default and terminate the lease. The Lessee did not respond.

The proposed Sublessee, Paradise Business Investments, Inc., would operate and manage the marina for the Applicant. Management of the marina by the proposed Sublessee will provide day-to-day oversight of the business needs of the marina.

The Applicant obtained financing from Allstar Financial Services, Inc., the Secured-Party Lender, with a loan amount of \$330,000. The Secured-Party Lender is requiring the Applicant to pledge its interest in Lease 3934 as additional security. The loan was used to purchase the upland parcel and marina.

The encumbering of the lease would be implemented through the document, "Agreement and Consent to Encumbrance of Lease," that includes protections for the State land associated with the lease. These protections include the following requirements:

1. No subsequent encumbering of the lease shall be allowed without prior written consent of the Commission.
2. Any transfer of the lease to a third party shall be subject to prior written approval and consent of the Commission.
3. If the Secured Party-Lender forecloses on the lease, it shall be bound by all terms and conditions of the lease.
4. The duration of the encumbering agreement is limited to the term of the lease.

In approving the encumbrance agreement, the Commission, through a delegation to the Executive Officer, retains the right to approve any transfer of the lease from the lending institution to a prospective lessee, should any foreclosure of the loan occur. The proposed Agreement and Consent to Encumber Lease provides that the Commission's Executive Officer make certain approvals as provided in the Agreement, including the approval of purchasers during a foreclosure sale. The proposed lease includes certain provisions and Best Management Practices intended to protect the public use of the proposed lease area, including a limited lease term of 20 years. The facilities have existed for many years at this location; they do not significantly alter the land, they do not permanently alienate the State's fee simple interest in the underlying land, and they do not permanently impair public rights. Upon termination of the lease, the lessee may be required to remove any improvements and restore the lease premises to their original condition.

Furthermore, the lease requires that the lessee insure the lease premises and indemnify the State for any liability incurred as a result of the Lessee's activities thereon. The lease also requires the payment of annual rent to compensate the people of the State for the occupation of the public land involved.

#### **ENVIRONMENTAL JUSTICE:**

Staff reviewed environmental justice data that indicated moderate pollution burdens to the surrounding communities. These burdens may result in impacts to health such as asthma, low birth weight, and cardiovascular disease. In addition, the same data showed high burdens to drinking water. Staff believes that the lease for the continued use, operation, and maintenance of the marina will result in

possible future benefits to the nearby communities by promoting public access to and recreation on Three Mile Slough, which may improve the health and well-being of the local community. As part of an environmental justice outreach effort, staff contacted several environmental justice communities in San Joaquin County providing notification of the proposed lease. No comments on the proposed lease were received as a result of the outreach.

**CLIMATE CHANGE:**

Climate change impacts, including sea-level rise, more frequent and intense storm events, and increased flooding and erosion affect both open coastal areas and inland waterways in California. The subject facilities are located in Three Mile Slough in a tidally influenced site vulnerable to flooding at current sea levels and at a higher risk of flood exposure given projected scenarios of sea-level rise.

The California Ocean Protection Council updated the State of California Sea-Level Rise Guidance in 2018 to provide a synthesis of the best available science on sea-level rise projections and rates. Commission staff evaluated the “high emissions,” “medium-high risk aversion” scenario to apply a conservative approach based on both current emission trajectories and the lease location and structures. The San Francisco tide gauge was used for the projected sea-level rise scenario for the region as listed in Table 1.

**Table 1. Projected Sea-Level Rise for San Francisco**

Year	Projection (feet)
2030	0.8
2040	1.3
2050	1.9
2100	6.9

Source: Table 13, State of California Sea-Level Rise Guidance: 2018 Update

Note: Projections are with respect to a 1991 to 2009 baseline.

Rising sea levels can lead to more frequent flood inundation in low-lying areas and larger tidal events, and could increase the river’s inundation levels within the lease area over the term of the lease. In addition, as stated in *Safeguarding California Plan: 2018 Update* (California Natural Resources Agency 2018), climate change is projected to increase the frequency and severity of natural disasters related to flooding and storms (especially when coupled with sea-level rise). In rivers and tidally influenced waterways, more frequent and powerful storms can result in increased flooding conditions and damage from storm-created debris as well as decreased bank stability and structure. For example, the potential for more frequent and stronger storm events may expose the lease area structures to higher

flood risks and cause facilities to be damaged or dislodged, presenting hazards to public safety as well as dangers for navigation within the channel. Conversely, climate-change induced droughts could decrease river levels and flow for extended periods of time, exposing previously submerged structures to the elements and potentially leading to increased wear-and-tear on the marina facilities. Lowered water levels could also reduce navigability of the channel, thereby increasing hazards and impacting the function and utility of the lease area structures. Climate change and sea-level rise will further influence riverine areas by changing erosion and sedimentation rates. Flooding and storm flow, as well as runoff, will likely increase scour and decrease bank stability at a faster rate.

The combination of these projected conditions could increase the likelihood of damage and affect access to structures within the lease premises during the term of the lease, and the fixed structures may need reinforcement. Pursuant to the proposed lease, the applicant acknowledges that the lease premises and adjacent upland (not within the lease area) are located in an area that may be subject to effects of climate change, including sea-level rise.

### **CONCLUSION:**

For all the reasons above, staff believes the issuance of this lease, endorsement of a sublease, and an agreement and consent to encumbering the lease is consistent with the common law Public Trust Doctrine; will not substantially interfere with Public Trust needs at this location, at this time, and for the foreseeable term of the proposed lease; and is in the best interests of the State.

### **OTHER PERTINENT INFORMATION:**

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1. Approval or denial of the application for a new lease, endorsement of a sublease, and consent to encumber the lease are discretionary actions by the Commission. Each time the Commission approves or rejects a use of sovereign land, it exercises legislatively delegated authority and responsibility as trustee of the State's Public Trust lands as authorized by law. If the Commission denies the application, the Applicant may be required to remove the commercial marina facilities located on sovereign land and restore the premises to their original condition. Upon expiration or prior termination of the lease, the lessee has no right to a new lease or to renewal of any previous lease.
2. This action is consistent with Strategy 1.1 of the Commission's Strategic Plan to deliver the highest levels of public health and safety in the protection, preservation, and responsible economic use of the lands and resources under the Commission's jurisdiction, and Strategy 1.3 to protect, expand, and enhance

appropriate public use and access to and along the State's inland and coastal waterways.

3. Waiver of rent, penalty and interest, termination of the lease, endorsement of a sublease, and agreement and consent to encumber the lease are not projects as defined by the California Environmental Quality Act (CEQA) because they are administrative actions that will not result in direct or indirect physical changes in the environment.

Authority: Public Resources Code section 21065 and California Code of Regulations, title 14, section 15378, subdivision (b)(5).

4. **Existing Commercial Marina:** Staff recommends that the Commission find that issuance of the lease is exempt from the requirements of CEQA as a categorically exempt project. The project is exempt under Class 1, Existing Facilities; California Code of Regulations, title 2, section 2905, subdivision (a)(2).
5. **Maintenance Dredging:** The staff recommends that the Commission find that this activity is exempt from the requirements of CEQA as a categorically exempt project. The project is exempt under Class 4, Minor Alterations to Lands; California Code of Regulations, title 14, section 15304, example (g).

Authority: Public Resources Code section 21084 and California Code of Regulations, title 14, section 15300 and California Code of Regulations, title 2, section 2905.

## EXHIBITS:

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- A. Land Description
- B. Site and Location Map
- C. Best Management Practices for Marina Owners/Operators
- D. Best Management Practices for Berth Holders/Guest Dock Users/Boaters

## RECOMMENDED ACTION:

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It is recommended that the Commission:

### CEQA FINDING:

**Existing Commercial Marina:** Find that issuance of the lease is exempt from the requirements of CEQA pursuant to California Code of Regulations, title 14, section



15061 as a categorically exempt project, Class 1, Existing Facilities; California Code of Regulations, title 2, section 2905, subdivision (a)(2).

**Maintenance Dredging:** Find that the activity is exempt from the requirements of CEQA pursuant to California Code of Regulations, title 14, section 15061 as a categorically exempt project, Class 4, Minor Alterations to Land; California Code of Regulations, title 14, section 15304, example (g).

**PUBLIC TRUST AND STATE’S BEST INTERESTS:**

Find that the proposed lease will not substantially impair the public rights to navigation and fishing or substantially interfere with the Public Trust needs and values at this location, at this time, and for the foreseeable term of the proposed lease; is consistent with the common law Public Trust Doctrine; and is in the best interests of the State.

**AUTHORIZATION:**

1. Waive annual rent, penalty, and interest due from Lessee for the period from December 5, 2017, through October 21, 2020, and void annual rent invoice numbers 43410, 46029, and 48710 issued to Dennis Morton Oikle and Hildegard Heidi Oliver Oikle, dba Heidi’s Outrigger Marina and Saloon.
2. Authorize termination, effective October 21, 2020, of Lease No. PRC 3934, a General Lease – Commercial Use, issued to Dennis Morton Oikle and Hildegard Heidi Oliver Oikle, dba Heidi’s Outrigger Marina and Saloon.
3. Authorize acceptance of compensation in the amount of \$10,215 for unauthorized occupation of State lands for the period beginning May 23, 2019, through October 21, 2020, from the Applicant.
4. Authorize issuance of a General Lease – Commercial Use to the Applicant, beginning October 22, 2020, for a term of 20 years, for the continued use, maintenance, and operation of an existing commercial marina known as Paradise Outrigger Marina, consisting of six covered boat sheds with approximately 76 berths of various lengths with electrical and water hookups, one uncovered guest dock with approximately 1,000 feet of side-ties, gas dock, with one marine fuel dispenser and hose reel, two restrooms with showers, laundry room, patio, a portion of a restaurant and bar, and bank protection previously authorized by the Commission; and one-time maintenance dredging of up to a maximum of 12,000 cubic yards not previously authorized by the Commission, as described in Exhibit A and shown on Exhibit B (for reference purposes only) attached and by this reference made a part hereof; annual rent

in the amount of \$7,197, with an annual Consumer Price Index adjustment and the State reserving the right to fix a different rent periodically during the lease term, as provided for in the lease; consideration for the bank protection: the public use and benefit with the State reserving the right at any time to set a monetary rent if the Commission finds such action to be in the State's best interests; liability insurance in an amount no less than \$3,000,000 per occurrence; and a surety in the amount of \$100,000 or a different amount based on an estimate of the costs of full removal of the improvements as specified in the lease to the sole satisfaction of the Executive Officer or her designee.

5. Authorize the Executive Officer or designee to execute the document entitled "Agreement and Consent to Encumbrance of Lease," allowing Applicant's right, title, and interest in Lease 3934 to be pledged as partial security for a loan in the principal amount not to exceed \$330,000 in favor of the Secured-Party Lender in substantially the same form as that on file in the Sacramento office of the Commission, as of October 22, 2020, and to execute, acknowledge, accept, and record all related documents as may be reasonably necessary to complete the transaction.
6. Authorize the Executive Officer or designee to give approval on behalf of the Commission of prospective purchasers during a foreclosure sale and make any other approvals required of the Commission under the Agreement.
7. Authorize, by endorsement, a sublease from Paradise Investment Properties Group, LLC, a California Limited Liability Company, to Paradise Business Investments, Inc., of Lease 3934, which shall be subject to the terms of Lease 3934, for operation and management of the marina for 5 years, beginning October 22, 2020.

**EXHIBIT A**

**LEASE 3934**

**LAND DESCRIPTION**

A parcel of tide and submerged land lying in Three Mile Slough, adjacent to Sherman Island, Sacramento County, State of California, being more particularly described as follows:

COMMENCING at the southwest corner of that certain parcel of land described in that Administrator Deed from R.L. Upham to Louis Patrick, filed on September 7, 1948, in Book 1541, Page 513, Official Records of Sacramento County; thence N 36°16'04" E, 4792.36 feet to the POINT OF BEGINNING; thence along the following twelve (12) courses:

- 1) N 31°49'01" W 126.96 feet;
- 2) S 78°59'20" E 240.06 feet;
- 3) S 29°43'27" E 198.39 feet;
- 4) S 04°12'59" E 217.82 feet;
- 5) S 04°15'22" W 212.35 feet;
- 6) S 85°17'31" E 35.50 feet;
- 7) S 04°42'04" W 436.77 feet;
- 8) N 85°37'05" W 193.91 feet;
- 9) N 04°22'53" E 111.62 feet;
- 10) N 05°56'59" E 557.37 feet;
- 11) N 00°46'59" E 70.00 feet;
- 12) N 31°49'01" W 267.13 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM any portion lying landward of the ordinary high water mark of said slough.

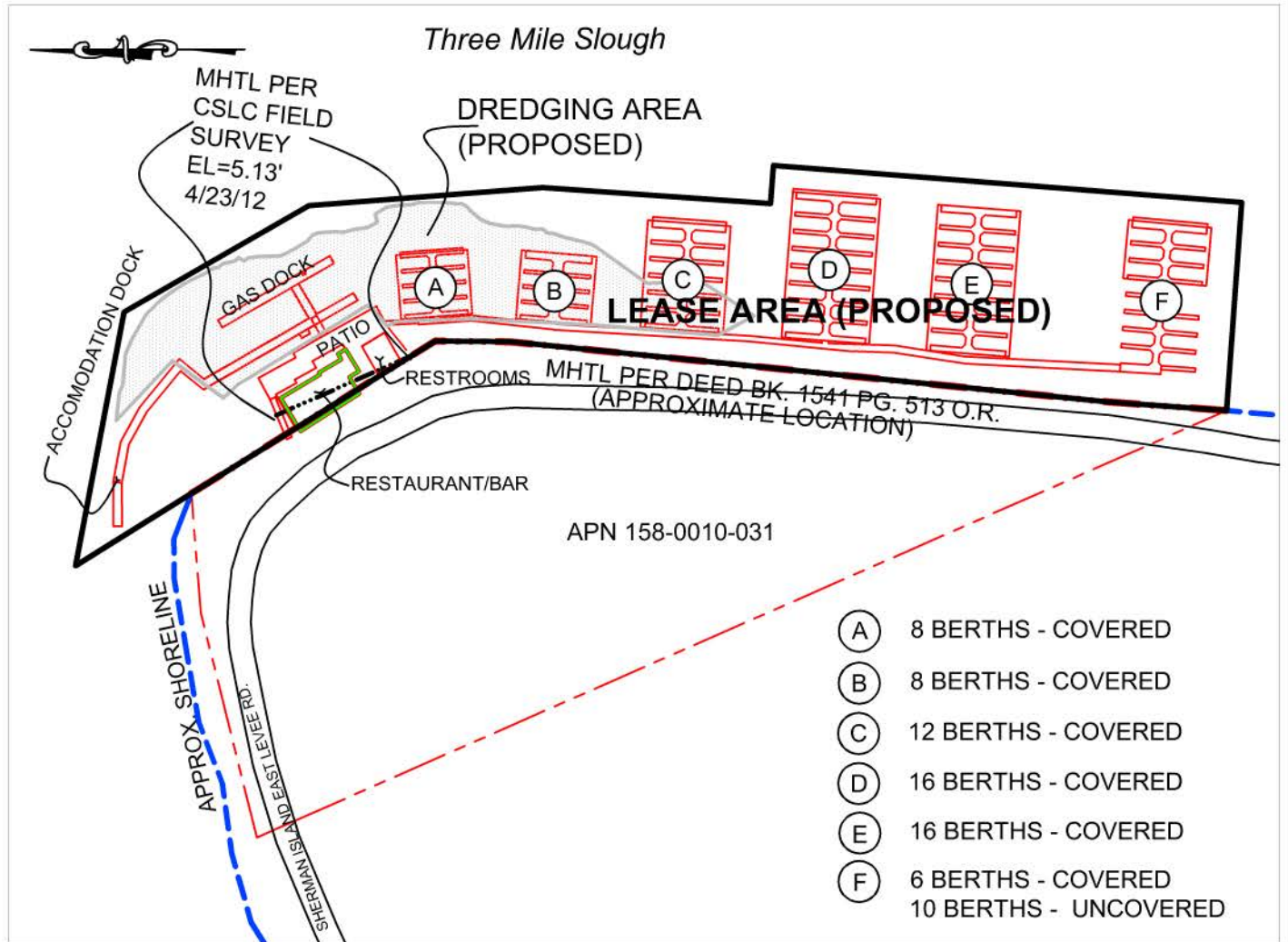
**END OF DESCRIPTION**

PREPARED 9/03/2020 BY THE CALIFORNIA STATE LANDS COMMISSION BOUNDARY UNIT



NO SCALE

# SITE



17641 SHERMAN ISLAND EAST LEVEL RD. RIO VISTA

NO SCALE

# LOCATION



THIS EXHIBIT IS SOLELY FOR PURPOSES OF GENERALLY DEFINING THE LEASE PREMISES, IS BASED ON UNVERIFIED INFORMATION PROVIDED BY THE LESSEE OR OTHER PARTIES AND IS NOT INTENDED TO BE, NOR SHALL IT BE CONSTRUED AS, A WAIVER OR LIMITATION OF ANY STATE INTEREST IN THE SUBJECT OR ANY OTHER PROPERTY.

# EXHIBIT B

LEASE 3934.1  
 PARADISE INVESTMENT  
 PROPERTIES GROUP, LLC  
 APN 158-0010-031  
 GENERAL LEASE -  
 COMMERCIAL USE  
 SACRAMENTO COUNTY



MJF 9/22/20

## **EXHIBIT C**

### **BEST MANAGEMENT PRACTICES FOR MARINA OWNERS / OPERATORS**

#### **Petroleum Management**

Instruct staff not to use detergents or emulsifiers on a fuel or oil spill.

Post emergency telephone numbers to report oil or chemical spills in prominent locations at the marina.

Recommend the installation and use of fuel/air separators on air vents or tank stems of inboard fuel tanks to reduce the amount of fuel spilled into surface waters during fueling.

Provide a collection site for used oily pads and used oil or provide information on how and where to dispose of them.

#### **Hazardous Wastes**

Have a marina policy to manage hazardous wastes and hazardous materials.

Post a prohibition on the disposal of used oil, antifreeze, paint, solvents, varnishes, and batteries into the dumpster or general collection waste receptacles.

If you provide for hazardous waste collection, manage the wastes in a proper fashion through the use of structurally sound, non-leaking containers, in accordance with all local, state, and federal laws.

In the event of a spill or leak, clean up and dispose of materials promptly and properly and report the spill to all appropriate entities.

If operating a collection facility is not feasible, provide information to your tenants on how and where to dispose their wastes.

Encourage the use of alternative products to hazardous household chemicals. There are many non-toxic or less-toxic products that can be used as alternatives.

## **Emergencies**

Have an updated map of important shut off valves and make sure all employees know the locations.

Keep your list of Emergency Phone Numbers and contact persons updated.

Be sure that all employees are trained in emergency procedures and that they know their responsibilities for each situation as designed in an Emergency Response Plan.

## **Underwater Boat Hull Cleaning**

Require the use of legal hull paints to reduce the possibility of contamination when performing hull cleaning.

## **Boat Sewage Discharge**

If your marina operates a pumpout facility, install adequate signs to identify the station, its location, and hours of operation.

Provide the service at convenient times and at a reasonable cost.

Make the pumpout station user friendly.

Develop and adhere to a regular inspection and maintenance schedule for the pumpout station.

Provide educational information about the pumpout station to boaters.

Inform berth holders of existing local, state, and federal regulations pertaining to the use of Marine Sanitation Devices and the illegal discharge of boat sewage.

Post a list of local pumpout locations in a conspicuous location such as the entrances to the docks.

## **Solid Waste**

Keep litter picked up.

Place trash receptacles and dumpsters in convenient locations for boaters and guests.

Use covered dumpsters and trashcans so they do not fill up with rainwater and do not blow away in heavy winds.

Keep trash enclosures clean and free of debris.

Keep cleanup equipment and materials available.

Inspect trash storage areas regularly.

Dispose of all solid wastes in accordance with local, state, and federal laws and regulations.

### **Liquid Waste**

Train marina employees in oil spill response procedures.

Keep adequate spill response equipment and materials in strategic locations.

### **Storm Water Runoff**

Maintain a Storm Water Pollution Prevention Plan.

Report spills that have entered or have a potential to enter a water body to appropriate agencies.

Provide signage adjacent to any storm drain inlet to discourage illegal dumping of pollutants.

Provide signs adjacent to parking lots that prohibit littering, dumping, and vehicle servicing or washing.

Develop and implement a regular sweeping / cleaning program for hard surface areas.

Reduce or eliminate landscaping and irrigation runoff into the waterway.

## **EXHIBIT D**

### **BEST MANAGEMENT PRACTICES FOR BERTH HOLDERS / GUEST DOCK USERS / BOATERS**

#### **Bilge Water Management**

Keep bilge area as dry as possible.

Regularly check fittings, fluid lines, engine seals, and gaskets.

Fix all oil and fuel leaks in a timely manner.

Do not drain oil into the bilge.

Fit a drain pan, if feasible, underneath the engine to collect drips and leaks.

Consider the use of oil-absorbent pads, even in small boats.

If a bilge contains oil, absorb as much free oil as possible with a pad. Then pump the bilge dry and wipe down the bilge and equipment. If a bilge is severely contaminated, use a pumpout service. Never pull the drain plug on a boat with a bilge full of oil, especially if it is on a launch ramp.

Dispose of oil-soaked absorbents at a proper facility. Check with the marina operator for guidance.

Do not use detergents or bilge cleaners unless the bilge can be pumped into an appropriate facility.

#### **Petroleum Containment**

Fill portable fuel containers on land or on the fuel dock to reduce the chance of fuel spills into the water.

Avoid overfilling fuel tanks and attend the fuel nozzle at all times.

Perform all major engine maintenance away from surface water. Any maintenance work on an engine must be done in compliance with rules and regulations governing the marina.

Use petroleum absorption pads while fueling to catch splash back and any drops when the nozzle is transferred back from the boat to the fuel dock.

Keep engines properly maintained for efficient fuel consumption, clean exhaust, and fuel economy. Follow all manufacturers' specifications.



Immediately report oil and fuel spills to the marina office and the U.S. Coast Guard National Response Center (Phone # 1 (800) 424-8802) and other appropriate agencies.

### **Hazardous Materials**

Improper handling of hazardous materials can cause harm to human health and the environment and can result in serious penalties and expensive cleanup costs if contaminations occur.

Hazardous wastes generated by recreational boaters are considered household hazardous waste. Dispose of household hazardous waste in properly marked containers if provided by the marina or at the nearest appropriate site.

### **Vessel Sewage**

Boaters should never pump out any holding tank in waters inside the three nautical mile limit. Always remember that it is illegal to discharge raw sewage from a vessel into U.S. waters.

Pumpout facilities should be used to dispose of stored waste whenever possible. They are fast, clean, and inexpensive.

Marine sanitation devices (MSDs) must be maintained to operate properly. Keep your disinfectant tank full, use biodegradable treatment chemicals, and follow the manufacturer's suggested maintenance program.

Do not dispose of fats, solvents, oils, emulsifiers, disinfectants, paints, poisons, phosphates, diapers, and other similar products in MSDs.

Whenever possible, use land-based rest rooms rather than onboard ones.

### **Vessel Cleaning and Maintenance**

Ask your marina manager what types of maintenance projects are allowed in the slip.

Minimize the use of soaps and detergents by washing your vessel more frequently with plain water.

Do not use cleaners that contain ingredients such as ammonia, sodium, chlorinated solvents, or lye.

Use hose nozzles that shut off when released to conserve water and reduce the runoff from boat washing.

Ventilate your space to prevent the accumulation of flammable or noxious fumes.

Use eye protection and a respirator when there is the possibility that dust and debris could damage eyes or lungs.

Remove oil, debris, and clutter from your immediate work area and dispose of properly.

Avoid spills in the water of all solvents, paints, and varnishes.

Carefully read labels to ensure the products are used in a manner that is safe and won't harm the environment.

Use teak cleaners sparingly and avoid spilling them or fiberglass polishers in the water.

## **Sanding and Painting**

When working in marinas, use designated sanding and painting areas. Check with the marina manager for the location and proper use of these areas.

Work indoors or under cover whenever wind can potentially blow dust and paint into the open air.

Where feasible, use environmentally friendly tools, such as vacuum sanders and grinders, to collect and trap dust. Some marinas have this equipment for rent; check with the manager.

Clean up all debris, trash, sanding dust, and paint chips immediately following any maintenance or repair activity.

Use a drop cloth beneath the hull to catch sanding dust and paint drops when working over unpaved surfaces.

When sanding or grinding hulls over a paved surface, vacuuming or sweeping loose paint particles is the preferred cleanup method. Do not hose the debris away.

Buy paints, varnishes, solvents, and thinners in sizes appropriate for the proposed work to avoid having to dispose of stale products.

When possible, use water-based paints and solvents.

Switch to longer lasting, harder, or non-toxic antifouling paint at your next haul out.

Paints, solvents, and reducers should be mixed far from the water's edge and transferred to work areas in tightly covered containers of 1 gallon or less.

Keep in mind that solvents and thinners may be used more than once by allowing the solids to settle out and draining the clean product off the top.

When in doubt about proper disposal practices, check with your marina and/or appropriate government agency.

Boaters should report any illegal discharge of boat sewage to the marina office or appropriate agency.

Boaters should use environmentally sensitive cleaning supplies that may end up in your gray water.

### **Boat Hull Cleaning and Maintenance**

Ensure hull paint is properly applied and maintained to protect the hull from fouling organisms and thus improve your boat's performance.

Wait 90 days after applying new bottom paint before underwater cleaning.

Schedule regular hull cleaning and maintenance to reduce the build up of hard marine growth and eliminate the need for hard scrubbing.

Regularly scheduled gentle cleaning will also increase the effectiveness of the antifouling hull paint and extend its useful life.

Repair paint bonding problems at haul out to avoid further chipping and flaking of paint in the water.

Use, or ask your diver to use, non-abrasive scrubbing agents, soft sponges or pieces of carpet to reduce the sloughing of paint and debris.

Boaters are encouraged to use boat hull cleaning companies and individuals that practice environmentally friendly methods.

### **Solid Waste**

Do not dump plastic or any other trash into the water.

Use the dumpsters, trash receptacles, and other approved containers to dispose of garbage and other waste.