

Staff Report 33

LESSEE:

Duane M. Hines, Trustee of the June M. Woodger Trust

APPLICANT:

Paradise Wonderland, LLC, a California Limited Liability Company

PROPOSED ACTION:

Consider Waiver of Rent, Penalty and Interest; Void Invoice Number 52089;
Termination and Issuance of a General Lease – Commercial Use

AREA, LAND TYPE, AND LOCATION:

Sovereign land in the Mokelumne River, adjacent to 500 Brannan Island Road, near Isleton, Sacramento County.

AUTHORIZED USE:

Continued use, maintenance, and operation of an existing commercial marina, known as Delta Paradise Island (previously known as Perry's Boat Harbor), consisting of a portion of 123 covered berths of various lengths including electrical meters, a 581-square-foot accommodation dock, 16 pilings, fence, road, outfall, a 989-square-foot recreational dock, seawall, a 100-square-foot portion of a caretakers residence with 1,453 square feet of attached deck, wood wall with six pilings, and bank protection.

TERM:

20 years, beginning June 23, 2022

CONSIDERATION:

\$17,124 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; and \$21,016 to compensate for the unauthorized

occupation of state sovereign land for the existing facilities for the period through June 22, 2022.

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.
- Lessee agrees and acknowledges that the hazards associated with sea level rise may require additional maintenance or protection strategies regarding the improvements on the lease premises. Further, Lessee agrees to conduct a structural assessment of the authorized improvements within 180 days of the 10th lease anniversary date, including an assessment of impacts thus far and those reasonably foreseeable over the remainder of the lease term due to sea level rise. The structural assessment shall be submitted to the Commission for review and comment and may require the development of a remedial action plan if the structural integrity of the authorized improvements poses a risk to the public health and safety.
- 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 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:

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 April 5, 2004, the Commission authorized a General Lease – Commercial Use to Tamara R. Perry, Executor of Estate of Selden Leonard Perry aka Selden L. Perry, for an existing commercial marina known as Perry's Boat Harbor, consisting of a portion of 123 covered berths of various lengths including electrical meters, a 581-square

foot accommodation dock, 16 pilings, fence, road, outfall, a 989-square foot recreational dock, seawall, a 100-square foot portion of a caretakers residence with 1,453-square feet of attached deck, wood wall with six pilings, and bank protection ([Item 26, April 5, 2004](#)). On June 1, 2009, the Commission authorized the assignment and amendment of the lease to Duane M. Hines, Trustee of the June M. Woodger Trust, ([Item 26, June 1, 2009](#)). That lease will expire on March 31, 2029.

On December 1, 2020, ownership interest in the upland property transferred from the Lessee to the Applicant. The Applicant is now applying for a General Lease – Commercial Use, for the continued use, maintenance, and operation of the existing facilities now known as Delta Paradise Island. Staff recommends termination of Lease Number PRC 2052 as of the date of transfer and issuance of a new lease.

The Lessee paid rent through March 31, 2021, but did not notify the Commission of changes in ownership or seek an assignment of the lease. The proposed lease will require the Applicant to indemnify the State for the entire period of occupation noted as December 1, 2020, to June 22, 2022, ensuring the State is protected.

Staff sent Invoice Number 52089 to the Lessee for rent that was due April 1, 2021. Staff recommends voiding Invoice Number 52089, and waiving rent and any penalty and interest because it is not in the State's best interests to pursue collections on this invoice when the Applicant has agreed to be responsible for this rent. Staff recommends that the Commission accept compensation from the Applicant for the unauthorized occupation of State land in the amount of \$21,016 for the period beginning April 1, 2021 through June 22, 2022, the day before the proposed new lease would become effective. This compensation ensures that the state is made whole for the Lessee's occupation.

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 all 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; and a performance surety in the amount of \$100,000. The lease also requires the payment of annual rent to compensate the people of the State for the occupation of the public land involved.

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 boat marina at Delta Paradise Island is in the Mokelumne River, which is 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.

This effect could increase the Mokelumne River’s inundation levels within the lease area, and this risk of flood exposure is likely to increase with time. 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, fire, drought, extreme heat, 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. Conversely, climate-change induced droughts could decrease river levels and flow for extended periods of time.

Climate change and sea level rise will further influence riverine areas by changing erosion and sedimentation rates. Flooding, storm flow, and runoff will likely increase scour and decrease bank stability at a faster rate. The vegetation on the banks and tall trees provide bank stability and reduce the amount of erosion and scour

pressure to be experienced during future events because of the vegetation's underground root system.

The floating or adjustable structures like the covered berths with electrical meter, accommodation docks, and recreational docks may be adaptable to variable water levels, allowing them to rise and fall with storms and droughts and increasing their resiliency to some climate change impacts. These structures may require more frequent maintenance to ensure continued function during and after storm seasons and to avoid dislodgement during the 20 years of lease. It is even more important to ensure continued function of the structures with electricity and toilets during and after storm seasons, so they do not become a public safety (electricity in the water) and health hazard (if sewage leaks from any toilets in the lease area), or a navigation danger within the channel.

The fixed structures like the pilings, road, outfall, seawall, caretakers residence with attached deck, wood wall with six pilings, and bank protection may need to be reinforced or replaced to withstand higher levels of flood exposure and more frequent storm events.

Regular maintenance, as referenced in the lease, may reduce the likelihood of severe structural degradation or dislodgement. Pursuant to the proposed lease, the Applicant acknowledges that the lease premises and adjacent upland are in an area that may be subject to the effects of climate change, including sea level rise.

CONCLUSION:

For all the reasons stated above, staff believes that issuance of 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 Public Trust Doctrine; and is in the best interests of the State.

OTHER PERTINENT INFORMATION:

1. Approval or denial of the application is a discretionary action by the Commission. Each time the Commission approves or rejects a use of sovereign land, it exercises legislatively delegated authority and responsibility as a 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 existing facilities and restore the premises to their original condition. Upon expiration or prior to termination of the lease, the lessee also has no right to a new lease or to renewal of any previous lease.

2. This action is consistent with the “Leading Climate Activism” and “Meeting Evolving Public Trust Needs” Strategic Focus Areas of the Commission’s 2021-2025 Strategic Plan.
3. Termination of the lease is not a project as defined by the California Environmental Quality Act (CEQA) because it is an administrative action 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. 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).

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:

- 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:

It is recommended that the Commission:

CEQA FINDING:

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).

PUBLIC TRUST AND STATE’S BEST INTERESTS:

Find that waiver of rent, penalty, and interest; termination of the lease; and issuance of the proposed lease will not substantially interfere with the Public Trust

needs and values at this location, at this time, and for the term of the lease; is consistent with the common law Public Trust Doctrine; and is in the best interests of the State.

AUTHORIZATION:

1. Terminate, effective December 1, 2020, Lease Number PRC 2052, a General Lease – Commercial Use, issued to Duane M. Hines, Trustee of the June M. Woodger Trust.
2. Waive rent, penalty, and interest due by Lessee for the period of April 1, 2021 through June 22, 2022, and void annual rent invoice number 52089 issued to Duane M. Hines, Trustee of the June M. Wooder Trust.
3. Authorize acceptance of compensation from the Applicant in the amount of \$21,016 for unauthorized occupation of State lands for the period beginning April 1, 2021 through June 22, 2022.
4. Authorize issuance of a General Lease – Commercial Use to the Applicant, beginning June 23, 2022, for a term of 20 years, for the continued use, maintenance, and operation of an existing commercial marina known as Delta Paradise Island (previously known as Perry's Boat Harbor), consisting of a portion of 123 covered berths of various lengths including electrical meters, a 581-square foot accommodation dock, 16 pilings, fence, road, outfall, a 989-square foot recreational dock, seawall, a 100-square foot portion of a caretakers residence with 1,453-square foot of attached deck, wood wall with six pilings, and bank protection, 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 \$17,124, 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; 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 designee.

EXHIBIT A

LEASE 2052

LAND DESCRIPTION

Four parcels of State of California sovereign land situate in Sacramento County, State of California, and lying adjacent to that certain parcel of land described in Superior Court of the State of California Case No. 82058, entered December 9, 1957, recorded in Book 141, Page 414, Official Records Sacramento County, and being more particularly described as follows:

PARCEL 1

COMMENCING at the most northerly corner of the said parcel as described in said Book 141, Page 414, said parcel hereinafter referred to as Judgment Boundary Line, which bears South 31°36'31" East 172.17 feet from a point on the centerline of State Highway No. 12 at its intersection with the west end of the Mokelumne River State Highway Bridge, said west end of bridge being at Highway 12 Station 320+24.51; thence from said point of commencement along said Judgment Boundary Line, same being the southerly Right of Way of State Highway No. 12, South 61°07'15" East 382.11 feet; thence leaving said right of way and continuing along said Judgment Boundary Line, South 34°05'00" West 58.93 feet to the POINT OF BEGINNING; thence from said point of beginning along said Judgment Boundary Line the following eight (8) courses:

- 1) South 34°05'00" West 72.64 feet;
- 2) South 50°50'00" West 142.00 feet;
- 3) South 28°50'00" West 183.00 feet;
- 4) South 30°00'00" West 1200.00 feet;
- 5) South 35°20'00" West 411.00 feet;
- 6) South 41°40'00" West 238.00 feet;
- 7) North 55°45'00" West 60.00 feet;
- 8) North 10°00'00" East 48.36 feet;

thence leaving said Judgment Boundary Line the following twenty-two (22) courses:

- 1) South 14°50'57" West 36.89 feet;
- 2) North 73°22'36" West 43.88 feet;
- 3) South 12°45'42" West 26.90 feet;
- 4) South 81°07'11" East 35.42 feet;
- 5) South 09°46'23" West 104.91 feet;
- 6) South 82°04'19" East 17.60 feet;
- 7) South 04°30'01" East 23.54 feet;
- 8) South 58°09'43" East 13.26 feet;
- 9) South 89°53'11" East 19.48 feet;
- 10) North 42°38'39" East 23.93 feet;

- 11) North 22°48'31" East 26.68 feet;
- 12) North 26°36'04" East 72.16 feet;
- 13) North 60°17'00" East 54.86 feet;
- 14) North 42°30'43" East 161.05 feet;
- 15) North 35°52'49" East 301.79 feet;
- 16) North 32°10'43" East 341.40 feet;
- 17) North 30°34'23" West 39.52 feet;
- 18) North 30°23'21" East 65.20 feet;
- 19) North 77°21'57" East 82.52 feet;
- 20) North 40°01'50" East 189.42 feet;
- 21) North 29°10'55" East 1032.41 feet;
- 22) North 39°55'00" West 40.91 feet to the POINT OF BEGINNING.

PARCEL 2

COMMENCING at the most northerly corner of said Judgment Boundary Line, which bears South 31°36'31" East 172.17 feet from a point on the centerline of State Highway No. 12 at its intersection with the west end of the Mokelumne River State Highway Bridge, said west end of bridge being at Highway 12 Station 320+24.51; thence from said point of commencement along said Judgment Boundary Line the following six (6) courses:

- 1) South 41°25'04" West 446.06 feet;
- 2) South 48°35'00" East 95.00 feet;
- 3) South 38°46'00" West 428.00 feet;
- 4) South 26°25'00" West 180.00 feet;
- 5) South 21°57'00" West 438.00 feet;
- 6) South 9.91 feet to the POINT OF BEGINNING;

thence from said point of beginning continuing along said Judgment Boundary Line the following four (4) courses:

- 1) South 100.09 feet;
- 2) South 29°22'00" West 180.00 feet;
- 3) South 23°21'00" West 305.00 feet;
- 4) South 10°00'00" West 171.64 feet;

thence leaving said Judgment Boundary Line the following five (5) courses:

- 1) South 14°50'57" West 36.89 feet;
- 2) North 73°22'36" West 34.20 feet;
- 3) North 14°54'58" East 298.35 feet;
- 4) North 23°24'42" East 488.03 feet;
- 5) South 67°49'52" East 11.31 feet to the POINT OF BEGINNING.

PARCEL 3

COMMENCING at the most northerly corner of said Judgment Boundary Line, which bears South 31°36'31" East 172.17 feet from a point on the centerline of State Highway No. 12 at its intersection with the west end of the Mokelumne River State Highway Bridge, said west end of bridge being at Highway 12 Station 320+24.51; thence from said point of commencement along said Judgment Boundary Line the following four (4) courses:

- 1) South 41°25'04" West 446.06 feet;
- 2) South 48°35'00" East 95.00 feet;
- 3) South 38°46'00" West 428.00 feet;
- 4) South 26°25'00" West 26.98 feet to the POINT OF BEGINNING;

thence from said point of beginning continuing along said Judgment Boundary Line the following two (2) courses:

- 1) South 26°25'00" West 153.02 feet;
- 2) South 21°57'00" West 376.67 feet;

thence leaving said Judgment Boundary Line the following five (5) courses:

- 1) North 65°07'59" West 6.27 feet;
- 2) North 22°13'40" East 304.63 feet;
- 3) North 61°58'07" West 17.00 feet;
- 4) North 28°00'56" East 157.04 feet;
- 5) North 36°20'11" East 68.46 feet to the POINT OF BEGINNING.

PARCEL 4

COMMENCING at the most northerly corner of said Judgment Boundary Line, which bears South 31°36'31" East 172.17 feet from a point on the centerline of State Highway No. 12 at its intersection with the west end of the Mokelumne River State Highway Bridge, said west end of bridge being at Highway 12 Station 320+24.51; thence from said point of commencement along said Judgment Boundary Line the following two (2) courses:

- 1) South 41°25'04" West 446.06 feet;
- 2) South 48°35'00" East 39.99 feet to the POINT OF BEGINNING.

thence from said point of beginning continuing along said Judgment Boundary Line South 48°35'00" East 24.62 feet; thence leaving said Judgment Boundary Line the following three (3) courses:

- 1) South 41°25'00" West 23.59 feet;
- 2) North 48°35'00" West 24.62 feet;
- 3) North 41°25'00" East 23.59 feet to the POINT OF BEGINNING.

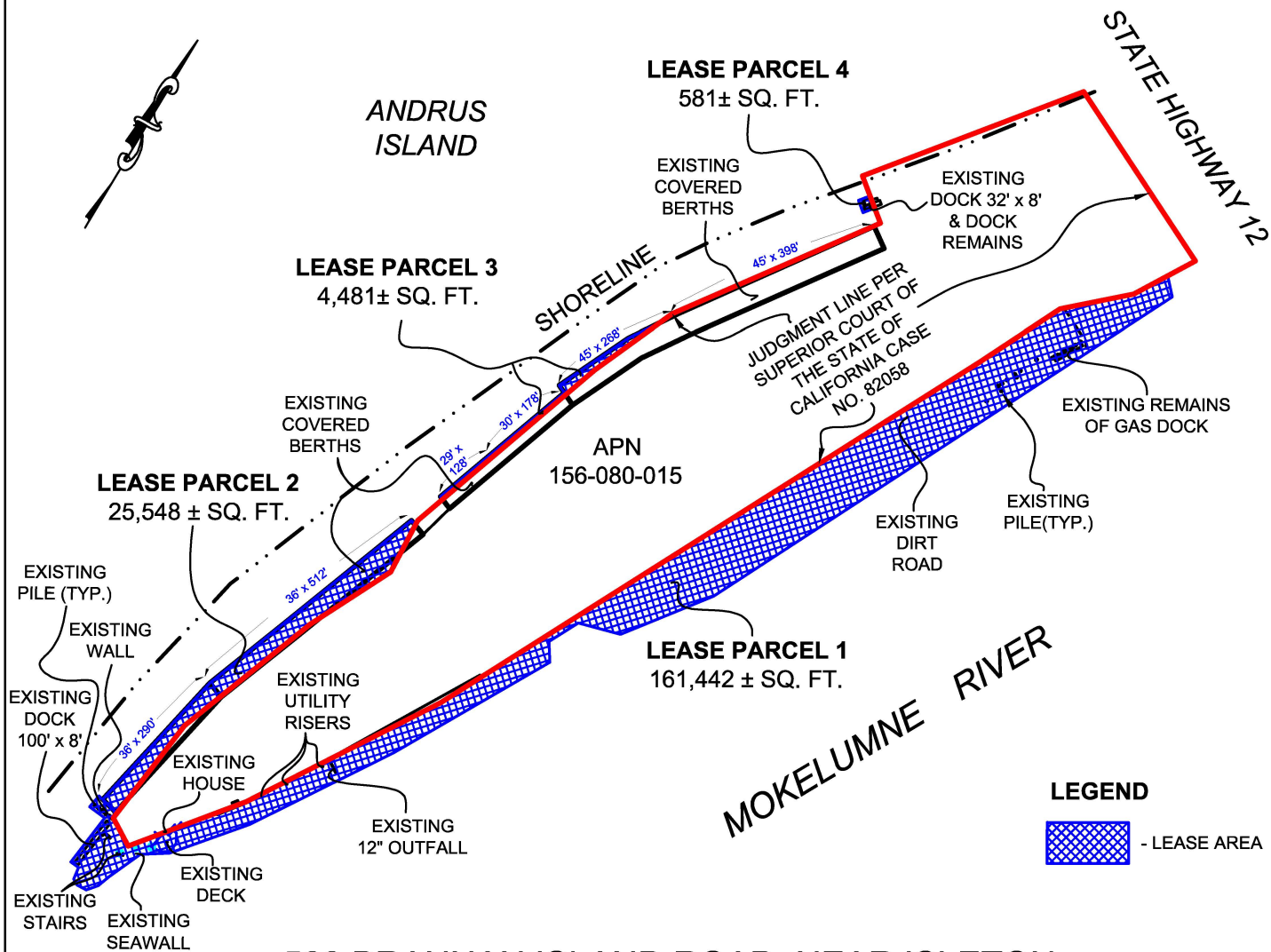
END OF DESCRIPTION

Revised 12/06/2021 by the California State Lands Commission Boundary Unit.



NO SCALE

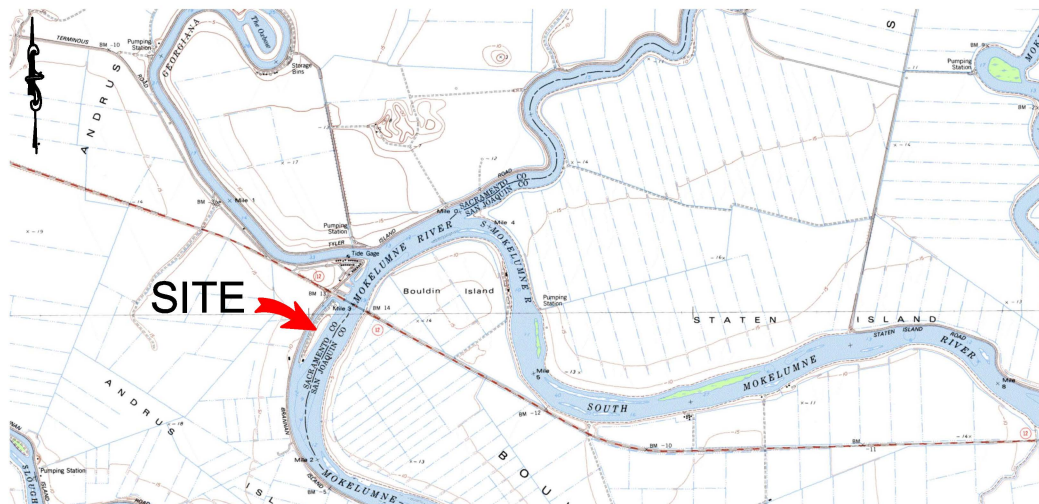
SITE



500 BRANNAN ISLAND ROAD, NEAR ISLETON

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 2052
PARADISE WONDERLAND, LLC
APN 156-0080-015
GENERAL LEASE -
COMMERCIAL USE
SACRAMENTO COUNTY



TS 12/06/2021

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

- 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.
- 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.

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.