

**STAFF REPORT  
C59**

A 72

12/03/18  
W 27122  
PRC 4737.1  
PRC 3376.1  
D. Simpkin

S 34

**TERMINATION OF TWO GENERAL LEASES – COMMERCIAL USE  
AND ISSUANCE OF A GENERAL LEASE – COMMERCIAL USE**

**APPLICANT/LESSEE:**

PG Marina Investors II

**PROPOSED LEASE:**

*AREA, LAND TYPE, AND LOCATION:*

Sovereign land located in the Main Channel of Huntington Harbour, city of Huntington Beach, Orange County.

*AUTHORIZED USE:*

Operation, use, and maintenance of an existing commercial marina.

*LEASE TERM:*

30 years beginning December 3, 2018.

*CONSIDERATION:*

\$72,986 per year.

*SPECIFIC LEASE PROVISIONS:*

Insurance:

Liability insurance in an amount no less than \$2,000,000 per occurrence.

Surety:

\$100,000 surety bond or other security.

Other:

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/Guest Dock Users/Boaters," including additional Best

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Management Practices the Commission subsequently deems appropriate for either of the above categories.

**STAFF ANALYSIS AND RECOMMENDATION:**

**Authority:**

Public Resources Code sections 6005, 6216, 6301, 6501.1, 6503, and 6503.5; California Code of Regulations, title 2, sections 2000 and 2003.

**Public Trust and State's Best Interest Analysis:**

On February 12, 1997, the Commission authorized the assignment of two General Leases – Commercial Use, Lease Nos. PRC 3376.1 and PRC 4737.1 to the Applicant ([Item C49, February 12, 1997](#)) covering the commercial marina known as Peter's Landing Marina located at the west end of the Main Channel of Huntington Harbour. The leases expire on June 14, 2022 and August 16, 2022, respectively.

The Applicant owns the submerged land adjacent to the lease premises and landward of the State's 400-foot-wide navigable Main Channel, conveyed to the State in Sovereign Land Location 34 and Boundary Line Agreements 51 and 139. The marina facilities are privately owned and maintained.

Lease Nos. PRC 3376.1 and 4737.1 include a portion of the Applicant's commercial marina. In addition to approximately 168 boat slips located on the Applicant's adjacent private property, there are 124 slips within lease areas of the two existing Commission leases. Both leases cover different parts of the same marina but have significantly different lease terms, especially as they apply to rent methodology, rent revisions, and expiration dates. Consolidating the leases into a single lease with unified terms and one expiration date will simplify marina management for the Lessee and lease management by Commission staff.

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 California Legislature has identified private recreational boating facilities as an authorized use of public trust land (Pub. Resources Code, § 6503.5).

The proposed lease includes certain provisions protecting the public use of the proposed lease area, including a limited lease term of 30 years, and a non-exclusive use provision. The marina has existed for many years at

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this location; it does not significantly alter the land, it does not permanently alienate the State's fee simple interest in the underlying land, and it does 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. The proposed lease also requires the lessee to 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.

Based on the foregoing, Commission staff believes that the marina facilities 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 consistent with the common law Public Trust Doctrine.

### **Climate Change:**

Climate change impacts, including sea-level rise, are not limited to the open coast and may involve increased wave activity, storm events, and flooding. The existing structures subject to the proposed lease are located within the Huntington Harbour development, along an inland, navigable, tidally influenced channel, and may be vulnerable to the impacts of sea-level rise. The lease area contains fixed features, including pilings, and movable features, including a floating recreational dock. Huntington Harbour is built near sea-level elevation, and as a result is vulnerable to flooding and storm surge events. Huntington Harbour is adjacent to two wetlands, Bolsa Chica and the Seal Beach National Wildlife Refuge, which could act as natural buffers to storm surges and lessen flood risks.

Compared to year 2000 levels, the region could see up to 1 foot of sea-level rise by the year 2030, 2 feet by 2050, and possibly over 5 feet by 2100 (National Research Council 2012). 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, drought, and storms (especially when coupled with sea-level rise). The combination of these conditions will likely result in increased wave run up, storm surge, and flooding in coastal and near coastal areas. In tidally influenced waterways, more frequent and powerful storms can result in increased flooding conditions and damage from storm-created debris. Climate change and sea-level rise will further influence coastal and riverine areas by changing erosion and sedimentation rates. Beaches, coastal landscapes, and near-coastal riverine areas will be exposed to increased wave force and run up,

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potentially resulting in greater beach or bank erosion than previously experienced.

This increase in sea level combined with more frequent and stronger storm events will likely expose the lease area structures to higher flood risks, comprised of greater total water levels for longer periods of time. Flooding conditions could cause structures to be damaged or dislodged, presenting hazards to public safety as well as dangers for navigation within the channel. The floating nature of the movable features will allow them to rise and fall with tides and waves, increasing their resiliency to some sea-level rise impacts. The fixed features may need to be raised or reinforced to withstand future conditions.

More locally based knowledge of sea-level rise impacts and adaptation strategies will be available to Huntington Harbour residents as a result of the ongoing efforts to update the City of Huntington Beach's Local Coastal Program and General Plan, and through the city's Coastal Resiliency Task Force. Regular maintenance, as required by the terms of the lease, will 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 located in an area that may be subject to the effects of climate change, including sea-level rise.

**Conclusion:**

For all the reasons above, at this time, staff believes the issuance of this lease is consistent with the common law Public Trust Doctrine and is in the best interests of the State.

**OTHER PERTINENT INFORMATION:**

1. This action is consistent with Strategy 1.1 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.
2. Termination of leases 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).

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3. 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 the proposed lease will not substantially interfere with the Public Trust needs and values at this location, at this time, and for the foreseeable term of the lease; is consistent with the common law Public Trust Doctrine; and is in the best interests of the State.

**AUTHORIZATION:**

1. Authorize termination of Lease No. PRC 4737.1, a General Lease – Commercial Use, to PG Marina Investors II effective December 2, 2018.
2. Authorize termination of Lease No. PRC 3376.1, a General Lease – Commercial Use, to PG Marina Investors II effective December 2, 2018.

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3. Authorize issuance of a General Lease – Commercial Use to PG Marina Investors II beginning December 3, 2018, for a term of 30 years, for the operation, use, and maintenance of an existing commercial marina consisting of 124 slips, 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 \$72,986, with the ability of the Commission to modify the rent as called for in the lease; liability insurance in an amount no less than \$2,000,000 per occurrence; and surety bond or other security of \$100,000.

**EXHIBIT A**

**W 27122**

**LAND DESCRIPTION**

Four parcels of submerged land in Huntington Harbour Channel in the City of Huntington Beach and City of Seal Beach, County of Orange, State of California, more particularly described as follows:

**PARCEL 1 (EXHIBIT "A-1", BK. 10855, PG. 552, PRC 4737)**

A parcel of land 40 feet in width within a channel 400 feet wide in Fractional Section 19, T. 5 S., R. 11 W., SBB&M in the County of Orange, State of California, as per map recorded in Book 51, Page 13 of Miscellaneous Maps, Records of said County, bounded as follows:

On the southwest by the southwesterly line of a channel 400 feet wide, said southwesterly line being the northwesterly prolongation of the southwesterly line of a channel 400 feet wide deeded to the State of California by Huntington Harbour Corporation and described as Strip A in Corporation Grant Deed recorded December 20, 1962, in Book 6368, Page 411, Records of Orange County;

On the northeast by a line parallel to said southwesterly line and 40 feet distant therefrom;

On the southeast by a line parallel to and distant 25 feet southeasterly from the northeasterly prolongation of the northwesterly line of Lot "A" in Tract No. 10004 as per map recorded on October 20, 1977 in Book 418, Pages 1 through 4 inclusive of said Miscellaneous Maps, Records of Orange County;

On the northwest by the southwesterly prolongation of the northwesterly line of Rancho La Bolsa Chica as shown on map recorded in Book 58, Pages 35 and 36, of Record of Surveys, Records of said County.

EXCEPTING THEREFROM the following two (2) described areas:

**AREA A (EXHIBIT "A-1", BK. 10855, PG. 552)**

A parcel of land in Fractional Section 19, T. 5 S., R. 11 W., SBB&M in the County of Orange, State of California, as per map recorded in Book 51, Page 13 of Miscellaneous Maps, Records of said County, bounded as follows:

On the southwest by the southwesterly line of channel 400 feet wide, said southwesterly line being the northwesterly prolongation of the southwesterly line of a channel 400 feet wide deeded to the State of California by Huntington Harbour Corporation and described as Strip A in Corporation Grant Deed recorded December 20, 1962, in Book 6368, Page 411, Records of Orange County;

On the northeast by a line parallel to said southwesterly line of a channel 400 feet wide and distant 40 feet therefrom;

On the east by the following two (2) courses:

1. North 05° 09' 07" East 122.49 feet and
2. North 17° 19' 08" West 97.42 feet,

said courses being the last two courses in that certain description of submerged land in Exhibit A of "Agreement Stipulating Ordinary Low Water Mark and Interests in Real Property" recorded March 7, 1963, in Book 6457, Page 813, Official Records of Orange County;

On the northwest by the southwesterly prolongation of the northwesterly line of Rancho La Bolsa Chica as shown on map recorded in Book 58, Pages 35 and 36, of Record of Surveys, Records of said County.

**AREA B (EXHIBIT "A-1", BK. 10855, PG. 553)**

A parcel of land in Fractional Section 19, T. 5 S., R. 11 W., SBB&M in the County of Orange, State of California, as per map recorded in Book 51, Page 13 of Miscellaneous Maps, Records of said County, bounded as follows:

On the southwest by the southwesterly line of a channel 400 feet wide, said southwesterly line being the northwesterly prolongation of the southwesterly line of a channel 400 feet wide deeded to the State of California by Huntington Harbour Corporation and described as Strip A in Corporation Grant Deed recorded December 20, 1962, in Book 6368, Page 411, Records of Orange County;



On the northeast by a line parallel to said southwesterly line of a channel 400 feet wide and distant 40 feet therefrom;

On the west by the following two (2) courses:

1. South 03° 34' 35" East 48.09 feet and
2. South 04° 53' 57" West 70.26 feet,

said courses being the third and fourth courses in that certain description of submerged land in Exhibit A of "Agreement Stipulating Ordinary Low Water Mark and Interests in Real Property" recorded March 7, 1963, in Book 6457, Page 813, Official Records of Orange County;

On the east by the southwesterly property line of the lands of Lomita Land and Water Company described in Deed recorded December 7, 1908, in Book 160, Page 282, Records of Orange County, said line also being the northeasterly property line of lands conveyed to Huntington Harbour Corporation by Merrill & Person by Quitclaim Deed recorded on September 28, 1961, in Book 5863, Page 186, records of Orange County.

**PARCEL 2 (EXHIBIT "A-1", BK. 10855, PG. 554, PRC 4737)**

A parcel of land in Fractional Section 19, T. 5 S., R. 11 W., SBB&M in the County of Orange, State of California, as per map recorded in Book 51, Page 13 of Miscellaneous Maps, Records of said County, bounded as follows:

BEGINNING at the point of intersection of the southwesterly prolongation of the northwesterly line of Rancho La Bolsa Chica as shown on map recorded in Book 3, Page 45 of Record of Surveys, Records of said County, with the northeasterly right of way line of Pacific Coast Highway 100 feet wide as per deed recorded in Book 410, Page 165 of Official Records of said County; thence North 49° 34' 33" East (N. 49° 34' 20" E. PM\*) 481.74 feet to the most easterly corner of Tideland Location No. 141 as shown on said Record of Survey Map recorded in Book 3, Page 45, Records of Orange County; said easterly corner being the TRUE POINT OF BEGINNING; thence North 12° 03' 54" West 79.63 feet along the easterly line, and its prolongation, of that parcel of land leased to Decon Corporation by the State of California and designated as State Lease PRC 3376.1; thence North 49° 34' 33" East 185.81 feet; thence

South 40° 25' 27" East 20.00 feet; thence North 49° 34' 33" East 80.00 feet; thence South 61° 00' 00" East 53.49 feet to the southwesterly prolongation of the northwesterly line of Rancho La Bolsa Chica as shown on map recorded in Book 58, Pages 35 and 36 of Record of Surveys, Records of said County; thence South 49° 34' 33" West (S. 49° 34' 20" W. PM\*) along said southwesterly prolongation, 42.73 feet to a point on the northwesterly prolongation of the southwesterly line of a channel 400 feet wide deeded to the State of California by Huntington Harbour Corporation and described as Strip A in Corporation Grant Deed recorded December 20, 1962, in Book 6368, Page 411, Records of Orange County; thence, continuing along said southwesterly prolongation South 49° 34' 33" West (S. 49° 34' 20" W. PM\*) to the TRUE POINT OF BEGINNING.

NOTE: PM\* - Parcel Map, Book 27, Page 17, Orange County Records.

**PARCEL 3 (EXHIBIT "A-2", BK. 10855, PG. 555, PRC 4737)**

A parcel of land situated in Huntington Harbour Channel, County of Orange, State of California, lying immediately adjacent to the land described as Parcels 1 and 2 in Exhibit 1 of the document recorded in Book 10855, Page 538, Orange County Records, said parcel being described as follows:

BEGINNING at the most northerly corner of Parcel 2 as described in said document recorded in Book 10855, Page 538; thence along the northwesterly line of Parcel 2, South 49° 34' 33" West, 80.00 feet; thence North 40° 25' 27" West, 20.00 feet; thence South 49° 34' 33" West, 185.81 feet; thence leaving said northwesterly line, North 41° 53' 34" East, 268.59 feet; thence along a line parallel with and 60 feet northeasterly of the southwesterly line of said parcel in the document recorded in Book 10855, Page 538, South 61° 00' 00" East, 1360.92 feet; thence South 29° 00' 00" West, 20.00 feet to the northeasterly line of Parcel 1 as described in said document recorded in Book 10855, Page 538; thence along the northeasterly line of Parcel 1, North 61° 00' 00" West, 1308.71 feet to the POINT OF BEGINNING.

**PARCEL 4 (BK. 14262, PG. 1826, PRC 3376)**

A parcel of submerged land in the State-owned channel of Huntington Harbour, Fractional Section 19, T. 5 S., R. 11 W., and Fractional Section 24, T. 5 S., R. 12 W., SBB&M in the City of Seal Beach, County of Orange, State of California, described as follows:

BEGINNING at the most easterly corner of Tideland Location No. 141, as shown upon that certain map filed in Book 3, Page 45, Record of Surveys, Orange County Recorders Office, thence the following six (6) courses:

1. North 73° 45' 00" West 545.24 feet (along the northeasterly line of said Tideland Location No. 141);
2. North 16° 15' 00" East 70.00 feet;
3. North 83° 17' 53" East 487.23 feet;
4. South 73° 45' 00" East 150.00 feet;
5. South 41° 53' 59" West 210.65 feet;
6. South 12° 03' 54" East 79.63 feet to the POINT OF BEGINNING;

**END OF DESCRIPTION**

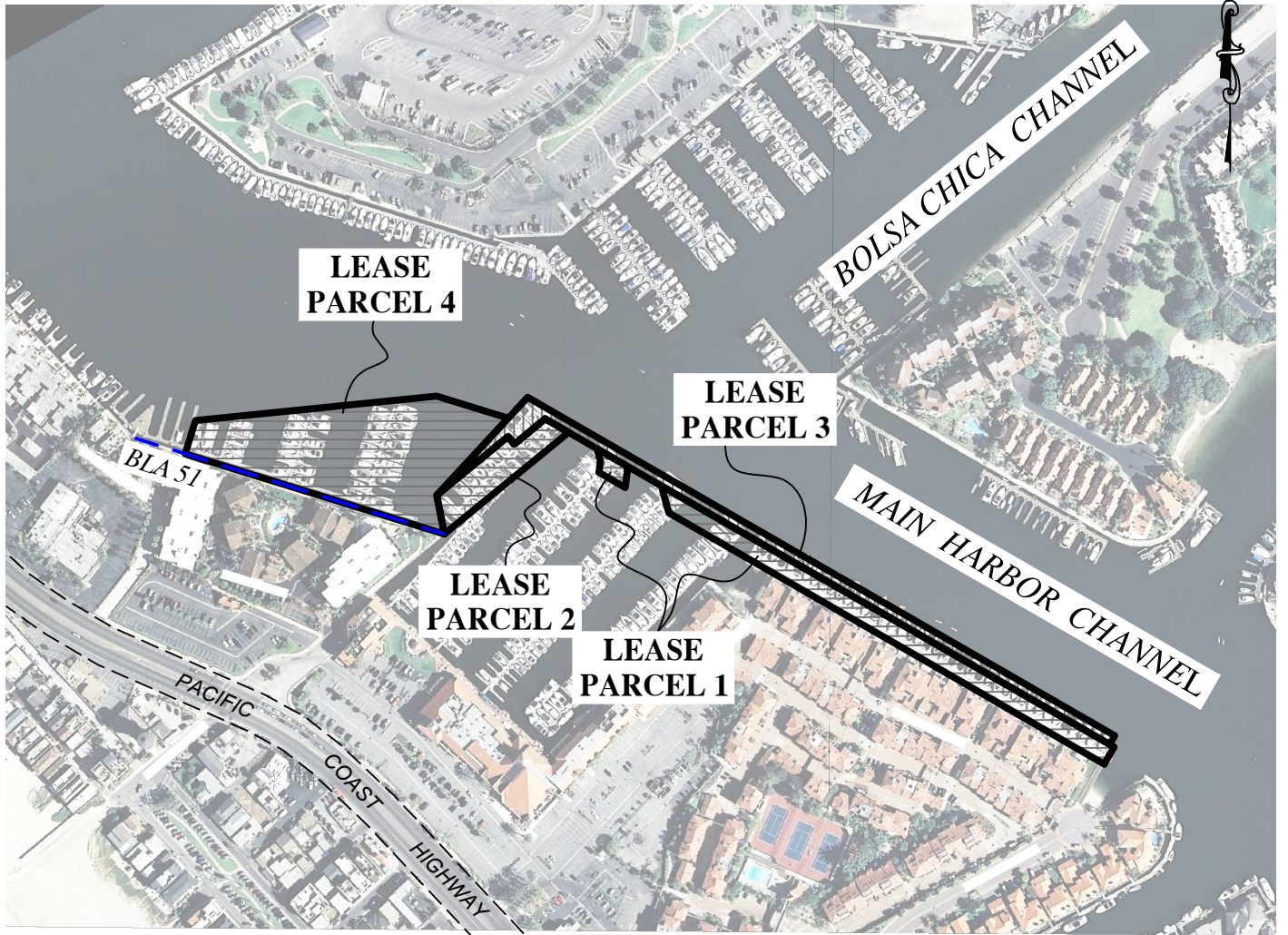
PARCELS 1, 2 and 3 based on that original description prepared by California State Lands Commission Boundary Unit on December 19, 1977 as found in PRC 4737 file, Calendar Item 18. PARCEL 4 based on that original description prepared by California State Lands Commission Boundary Unit on June 29, 1979 as found in PRC 3376 file, Calendar Item 4.

PARCEL 1 and PARCEL 4 Revised 08/02/18 by the California State Lands Commission Boundary Unit.



NO SCALE

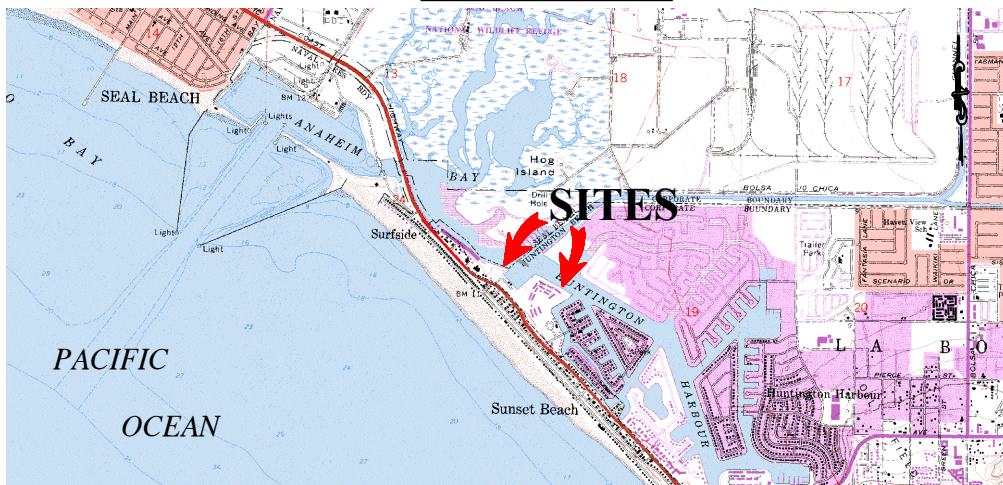
# SITE



HUNTINGTON HARBOUR CHANNEL, CITY OF HUNTINGTON BEACH

NO SCALE

# LOCATION



MAP SOURCE: USGS QUAD

# Exhibit B

W 27122  
 PG MARINA INVESTORS II  
 APNs 178-023-04, -05, -10  
 AND 178-451-07, -10, -13  
 GENERAL LEASE -  
 COMMERCIAL USE  
 ORANGE COUNTY



TS 08/02/18

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 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 pump out 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 pump out station user friendly.

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

Provide educational information about the pump out 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 pump out 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 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 pump out 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 the 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.