# City of Alpena Harbor Advisory Committee

# Regular Monthly Meeting 4:30 p.m., Thursday, September 2, 2021

### This meeting will be in person.

The public is welcome to alternately join the meeting from your computer, tablet or smartphone.

Please join my meeting from your computer, tablet or smartphone. https://global.gotomeeting.com/join/562290765

You can also dial in using your phone.

United States: +1 (571) 317-3122

**Access Code:** 562-290-765

### <u>Agenda</u>

**CALL TO ORDER** 

ROLL CALL

APPROVAL OF AGENDA/ MODIFICATIONS

APPROVAL OF PRIOR MEETING MINUTES - August 3, 2021

HARBORMASTER'S REPORT

#### **BUSINESS:**

- 1. Master Plan Committee/Staff
  - a. Charette Results Eric and Shannon
  - b. Master Plan Review Eric
  - c. User Survey Results Shannon
- 2. Operations Updates- Shannon
  - a. Winter Storage Agreement
  - b. Slip Rental Agreement
  - c. MDNR/CAMIS
  - d. Clean Marina Program
  - e. Nine Miles / Nine Reasons
- 3. Marina Pride
- 4. Critical Issues Shannon
  - a. Reevaluation

PUBLIC COMMENT

### MEMBER COMMENTS

### STAFF COMMENTS

**NEXT MEETING:** 

Date: October 7, 2021 Topics for Discussion: Master Plan

ADJOURNMENT

# City of Alpena Harbor Advisory Committee

### Meeting Minutes 4:30 p.m., Tuesday, August 3, 2021

The meeting was called to order at 4:35 p.m.

Committee members present: Al Moe, Wayne Lewis, Tanner Kostelic, Don LaBarre, Steve

Wilson, Jason Luther, Jeremy Winterstein – arrived at 4:38

Committee members absent: Ed Retherford

Staff present: Shannon Smolinski, Rachel Smolinski, Cassie Stone

Others present: Anne Gentry (DDA) Eric Szymanski (NEMCOG)

APPROVAL OF AGENDA - Motion by Wilson, Second by LaBarre, Motion carried.

APPROVAL OF MINUTES -July 1, 2021 -Motion by Moe, Second by Lewis, Motion carried.

#### HARBORMASTER'S REPORT:

Currently working with DDA and Mary Beth from the Convention & Visitors Bureau on creating a marketing program for the marina which is to develop a map that would be located on the dock house window facing the transient docks that would focus on the downtown area and the distance to surrounding buildings in the area. Additionally, an informational trifold brochure will be developed that will have QR codes to additional sites and amenities that are in the area. Links will also be added on the City website that will display current weather conditions at the marina as well as a link to the NOAA webcams that are available.

#### **BUSINESS:**

1. Corrective Action Plan Status – Has been updated to review what has been completed so far at the marina. Working on replacing dock boards and focusing on all the 60 and 45 foot slips to upgraded 50 amp service.

b. Evaluating Priorities – Focus needs to be on the bathrooms. A fresh coat of paint or perhaps a chemical to clean the tiles. Also going to look into a commercial grade spray

to use for spiders. Currently trying to get a price to paint the exterior of the building. Could

possibly look into using a façade grant for some cleanup. Once we have the new marina name

and new logo, marina staff will dress with nice polo shirts and khaki shorts for next season.

Shannon is going to get with Bruce Goodrich and check into a sealant to use on the concrete.

2. Master Plan – Eric stated that the survey results were going well and last he checked

there was over 100 that responded. Maps for the charette were sent to Shannon today. Postcards

are being sent out soon for the user survey. The charette meeting will also be available to view

virtually. The focus for the charette talk should not be unrealistic ideas from people. Have them

be specific on what they want to see in the different areas of the marina.

3. Operations Updates – There are now two full time people employed at the marina to

help with the grounds and to help the dockhands. There are three dockhands that have agreed

to continue working after September 1st. The City is now set up to sell fuel on September 1st.

Currently trying to get a price to paint the travel lift so money can be put in the CIP, working

on getting the ice contract switched over and also working on Arlee and Reed's contract for

lifting and lowering. Shannon asked members to let her know nine reasons to come to Alpena

so we can focus on what marketing and advertisement will be the most effective to attract people

to the marina.

4. Marina Pride Committee – Moved this agenda item to discuss at the next HAC meeting

towards the top of the agenda.

PUBLIC COMMENT:

None

MEMBER'S COMMENTS:

Moe stated to keep up the good work.

NEXT MEETING:

Set for August 9, 2021 at 6:30 p.m. – Public Input

Meeting at Yacht Club.

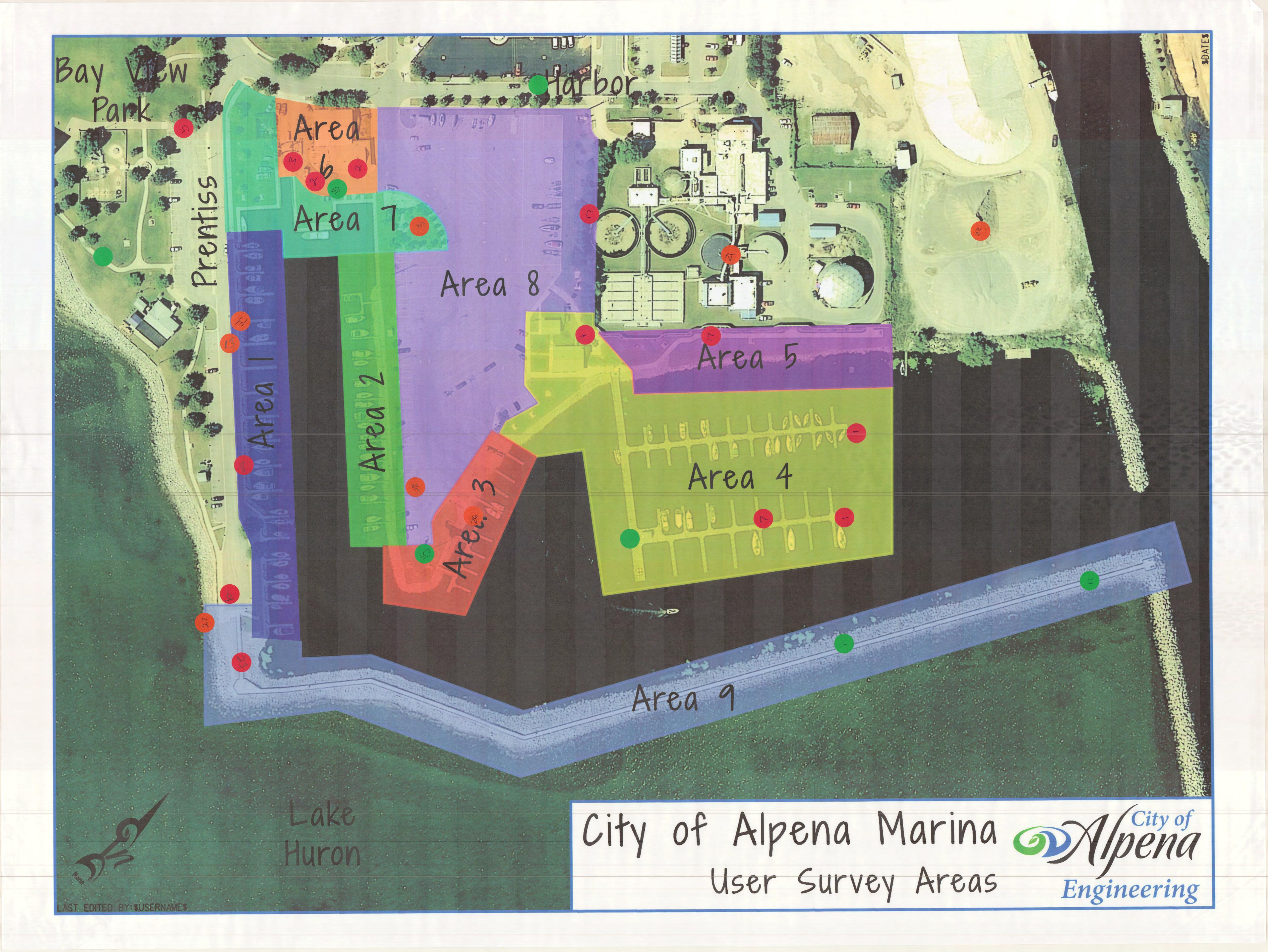
STAFF COMMENTS:

None

ADJOURNMENT:

Motion by Wilson, Second by Lewis

2



- 1. At the end of all docks the metal poles to stabilize the docks are missing
- 2. Marina building is in bad shape and needs to be replaced
- 3. Travel Lift needs to be painted looks bad
- 4. Bathrooms for boaters Access for all boaters with key code and second key code for shower
- 5. Bathrooms for general public
- 6. Fix broken concrete by breakwall entrance and other areas
- 7. Spider control on electrical boxes
- 8. Why is the water non-potable Needs to be fixed. If fixed why are signs up
- 9. Dock boards are gone
- 10. Close to town
- 11. Breakwall is very nice
- 12. Close to Bandshell/Tennis Courts
- 13. Cement walkway painted
- 14. Lighting needs to be replaced and painted
- 15. The flag is awesome
- 16. Geese need to be controlled
- 17. Hide Wastewater Plant or improve landscaping in front of plant
- 18. Need marina stove and full-service?
- 19. No service to help stranded boaters is now life issues
- 20. Who is monitoring radio Harbor host
- 21. More plant Wastewater
- 22. Buy Alpena oil property
- 23. Fix water flow in harbor culvert water quality is bad
- 24. Fix landscaping around marina mainly in parking lot area
- 25. Fix parking lot down by flagpole pilings push up through asphalt
- 26. SVP Launch Paddleboards launch
- 27. Better access to water for divers etc.
- 1. Install culvert at ramp to breakwall to improve water quality of the harbor. Maybe a Bridge.
- 2. Continue to improve green space/landscape (more inviting) more picnic space.
- 3. Investigate Lighthouse Museum (23 N) to possibly use some of the relics for display in marina area. (Marvin Theut owns the museum and middle island 989-595-6722).
- 4. Evaluate boat wash for boat ramp.
- 5. Moving buoys for Yingling fleet. (Frees up transit dock space).
- 6. Improve Wi-Fi
- 7. Continue to improve docks spuds missing.
- 8. Build new public bathrooms. (Keypad system for slip owners and transit boaters, also for showers.
- 9. Boaters lounge improvements; Kitchenette, Flat Screen TV, Furniture, etc.
- 10. Stressed need for working marina.
- 11. Market unique and added value
  - a. Easy access to laundry services
  - b. Groceries

- c. Retail within walking distance
- d. Great restaurants and bars.
- e. Maximize new social distancing to include yacht club and marina area
- f. Access to Bigboy, Home Depot, Walmart and Meijer. Next access is Petosky on Tawas
- 12. Electronic access to community amenities (Kraiske) website overlap, City, County, Region, NOAA etc.
- 13. Both ACC and NOAA and Jeff Gray are willing to assist with any robotic investigation mapping of bottom and docks.
- 14. Improve Security, (Cameras and other methods of controlled access).

- 1. Navigational light for way finding
- 2. Bathroom access (key code)
  - a. Rogers city
  - b. Daytime public access
  - c. Bathroom location
  - d. Two separate bathrooms for public and boaters
- 3. New hand carts
- 4. Picnic tables
  - a. Key locations
- 5. Marina store
- 6. Regular fuel hours
- 7. Boater lounge
  - a. Washing drying
- 8. Working marina for repairs
- 9. Advertising out of state
  - a. CVB financing outside of 6 county area
- 10. Loyalty program
  - a. 3 nights 4th free
- 11. Water refill for bottle
- 12. Website
  - a. Navigation to info at the end of the page
- 13. Docks
  - a. In floater section wobbly
- 14. Stagnant water
  - a. Culvert system!!
    - i. Maintenance
    - ii. Water quality improvement
- 15. Transportation
  - a. Bikes
  - b. Courtesy car
  - c. Labor in exchange harbor host
- 16. Group sails
  - a. Invite groups
- 17. Kiosk replacement
- 18. Water plant side east
  - a. Foliage increase
- 19. Monitor channel 9!!!!
- 20. Way signage
- 21. Parking around bay view
- 22. Floater
  - a. Green moss
- 23. Fishing access



# **Boat Storage Agreement**

September 1st – May 31st

Please return this form with your down payment. Checks made payable to: City of Alpena. This agreement will not be accepted if it is not fully completed and signed.

#### **OWNER'S INFORMATION**

Name:		
Address:		
City:	State:	Zip:
Home Phone:	:	
Email:		
	VESSEL INFORMATION	
	Type: Sail Pow	ver er
Vessel Name:	Vessel Mfg:	Year:
Length Overall*:	Registration #:	
Beam Size:	Insurance Company:	200
Method of Storage: Crad	Insurance Company: Ile Stands Trailer	
*Length Overall (L	LOA) must include the swim platform, bo	w pulpit and the anchor
	PAYMENT INFORMATION	
Payment Option: Cash		Credit Card service fee for credit card payments
For your convenience	we accept the three major credit	cards. Please Select Card:
Discover M	asterCard Visa	
Card Holder's Name:		
City:	State:	Zip:
	Expiration:	
Card Holder's Signature:		
TENTATIVE HAULING WEEK*	: INOU	T
	*Dates available first come first se	erve.



This agreement entered into this	day of	, 2021, between the City of
Alpena Marina, herein known as M	ARINA, and	
herein known as OWNFR		

All dates are approximate. OWNER will need to call to coordinate a more precise date. If boats must be moved by reason of OWNER's failure to haul or keep launch dates, OWNER may be charged an additional fee for each boat moved.

MARINA will furnish the services ordered by the OWNER(S) as indicated on Marina's rate schedule attached hereto at the rates and charges as shown for the items ordered, and the OWNER(S) will pay the charges in full when billed by Marina. Payment is due on a net 30-day basis and a .5% per month charge will be imposed on any amount not paid when due. This is an effective interest rate of 6% annum. NO BOAT WILL BE LAUNCHED OR MOVED UNTIL FULL PAYMENT IS RECEIVED.

Boats or other property left in the yard have a lien upon them and may be sold if charges are not paid. Such sale will take place at public auction in accordance with the laws of the State of Michigan.

OWNER will provide proof of insurance to include, where applicable, pollution coverage on their vessels and equipment.

Winter storage season shall be September 1<sup>st</sup> through May 31<sup>st</sup>. Exceptions may be made to these dates by prior written approval of the Harbormaster.

The haul and launch week as established herein will be observed by MARINA as nearly as possible in keeping with its boat handling capacity and as the weather and other uncontrollable conditions permit, including force majeure.

Sufficient lines, fenders, and other necessary tie-up gear will be furnished aboard the boat by the OWNER(s) prior to launching, and the OWNER(S) accept full responsibility for the condition of such gear and for any damage that may result from its failure.

MARINA shall not be required to provide tie-up facility after launching as a condition of the agreement. Regular rates will be charged for any tie-up facility occupied commencing on the date of launching, and MARINA may move the boat from time to time as may be necessary for best utilization of its docks and moorings. Boats may be rafted if necessary.

Prior to lift out, OWNER(S) agree to make available to MARINA information pertinent to any special underwater fittings or hull configurations or fittings or instruments above or below deck of a special nature, and further agrees that should damage be incurred thereto for any reason, MARINA shall not be liable therefore.

OWNER(S) warrant that the hull is in sound condition and capable of being hauled by our marine travelift without damage to it or Marina lift.



If a sailboat is stored mast up, the headsail must be removed prior to haul out.

MARINA reserves the right to refuse any OWNER(S) furnished cradles which the MARINA or its designated agent feel are not safe or adequate. Cradles/stands left on marina property for boats not stored, docked, or moored at City of Alpena Marina will become the property of Marina, or a storage fee will apply unless previous written arrangements have been made.

Trailers owned by OWNER and stored on any City of Alpena owned property are done so at no expense to the customer, including any transporting of trailer made by the MARINA. However, the City of Alpena, nor MARINA will not be held responsible for theft, damage, personal injury or property damage done to trailers in any way, except for its negligence. OWNER(S) agrees to hold harmless the City of Alpena.

Boat covers will not be tied to boat stands at any time. any boat cover found tied to stands will be retied by MARINA and charged to OWNER(s) at regular labor rates. Condition of covers, frames, etc., retied by MARINA will be the responsibility of the OWNER(s).

MARINA shall incur no liability of any kind whatsoever for any damage resulting from fire, it being understood that the OWNER(S) shall carry such fire insurance as they desire for their protection. Nor shall MARINA be liable for any damage resulting from any strike, riots, or act of God, which includes all the elements, including force majeure. All vessels shall be handled at the OWNER(S) risk subject to reasonable care and handling. MARINA shall assume no liability for the condition of the Vessel.

OWNER(S) shall remove from the boat prior to storage all paints, thinners, gasoline cans or other materials which constitute a *DANGER* of fire both for the protection of MARINA and for other boat owners. MARINA does not undertake to examine any stored boats for such dangerous material; however, MARINA reserves the right to remove any such material should it be encountered in any craft during the process of hauling, storage, decommissioning, or repairs. All perishable food items must be removed from boat at time of haul out for storage or service.

The OWNER(S) recognize that outdoor spaces and yards are not fenced, and that MARINA does not provide security guard services. MARINA will provide periodic observation of the boat exterior and cradle or stands. MARINA does not inspect decks, scuppers, cabins, hull interiors or covers for soundness, water leaks or other damages from any cause including weather, theft, and vandalism. Insurance regulations restrict anyone from remaining overnight on boats on shore while in storage.

MARINA shall not be responsible for the loss of any articles or equipment left on the boat. Items not affixed to the boat should be removed by the OWNER(S) for safekeeping. MARINA likewise shall not be responsible for any fuel left in the boat, nor for any damage due to freezing. It is agreed that MARINA has been relieved of the aforesaid liability because of the low rate charged by it, and that higher rates are charged by MARINA if it is to be held liable for such loss or damage.



The OWNER(S) may employ outside help to do work on the boat while in storage. When work is being done by the OWNER(S) or by the volunteer or employed outside help, such work must be conducted in such a manner that will not hinder the work of others or create a hazard or cause damage that may result from their failure or the failure of their volunteer or employed workers (other than employees of MARINA) to observe the conditions of this agreement. All outside vendors must provide proof of insurance, satisfying City of Alpena Marina management. When arriving at the City of Alpena Marina to service any vessel, all vendors must notify the marina upon arrival at the marina's office. All vendors must perform services during normal business hours unless arrangements have been made with the Harbormaster in advance.

No person shall discharge oil, antifreeze, solvents, or oily bilges into the water. Overboard discharge of heads, holding tanks or oily bilge water within the marina is strictly illegal. Maintaining and repairing your boat invariably involves the use of chemicals and generation of waste that must be stored, managed, and disposed of in strict compliance with federal, state, and local environmental regulations. The OWNER agrees to be environmentally responsible for all products used by themselves, their repair facilities, and their crewmembers. Toxic materials such as paints, thinners, antifreeze, fiberglass resins and solvents, used and oily rags, old fuel, used oil, and many other products must not be dumped on the ground or disposed of in the yard trash cans or dumpsters. The OWNER agrees to comply with the boat yard Environmental Policies as posted at the yard. The OWNER agrees to be responsible for and hold the yard harmless against any liability for any violation of the environmental policies caused by the OWNER, crew members or other authorized agents and associates. When possible, the owner shall utilize recycling programs available for these materials.

OWNER(s) are responsible for cleanup of all scraping, sanding, and grinding of bottoms, topsides, brightwork, etc., in a manner that all removed material is to be collected and disposed of in appropriate trash containers. Methods shall be taken including, but not limited to drop cloths, tenting, and dustless sanding systems confine all materials for removal and disposal for major sanding and stripping operations. When light or minor sanding operations are undertaken, the work shall be done in a manner including but not limited to trapping, sandbagging run off locations and preventative sweeping and proper disposal which prevents all sanded materials from running into the storm collection system including direct release into the harbor basin. Any and all methods used by OWNER(s) may be subject to inspection and approval by MARINA. All onsite painting shall be by roller or brush only. There will be no spray painting onsite. No spraying of fiberglass will be allowed onsite.

We require all OWNER(s) and Marina customers to comply with applicable State and federal laws. No vessel will be allowed at the facility if it is not equipped with functioning, approved sanitation equipment. We reserve the right to inspect vessels at our facility for compliance.

OWNER(s) are responsible for cleanup around their areas and will be charged if this is not done to MARINA'S satisfaction. No boat will be launched until work areas are cleaned up satisfactory to MARINA's representatives.



If the OWNER fails to properly execute any of the requirements of this agreement, the MARINA shall notify the OWNER, in writing, of the failure to perform and shall give the OWNER 5 calendar days to correct the situation. If the OWNER has not resolved the issues after the allowed time, the OWNER shall have the right to correct the issues and bill the OWNER the cost of doing the corrective measures.

MARINA will not accept or allow to remain at the MARINA, any boat that is, in the MARINA'S opinion, in an unsafe or unusable condition.

The boat storage service as provided for herein includes haul-out in the fall, the space required for storage, and launching in the spring. All boats left at MARINA docks for hauling will be hauled as scheduled, weather permitting. In the event that the OWNER(s) elect to keep the boat in storage into the next storage season, no credit will be allowed for the omission of the spring launch. (nor the omission of the fall haul-out pursuant to the storage agreement covering the next storage season). MARINA does not offer summer storage, therefore, prior to May 30th, OWNER(S) must remove boats from MARINA property. Any boat not removed by May 30th will be assessed a \$50.00 per day fee until removed unless prior approvals has been obtained by the Harbormaster.

OWNER(S) expressly undertakes and agrees to the foregoing terms and conditions and agrees to hold MARINA harmless with respect to damage or loss to or of the Vessel and/or its outfit, except as such damage and/or loss may be conclusively attributed to MARINA'S negligence, and this undertaking is provided to induce MARINA to enter this agreement.

I (We), the undersigned, have read and agree to abide by all the terms and conditions set forth on this Agreement.

	date
City of Alpena Marina	
	date
Owner(s)	
	date
Owner(s)	



# Seasonal Slip Agreement

Please return this form with your down payment. Checks made payable to: City of Alpena. This agreement will not be accepted if it is not fully completed and signed.

#### **OWNER'S INFORMATION**

Name:		
Address:		
City:		7in <sup>.</sup>
Home Phone:		•
Email:		
Email:		
VES	SEL INFORMATION	
Туре:	Sail Pov	wer
Vessel Name:Ve	essel Mfa:	Year:
Length Overall*: Re		
Beam Size: Ins		
Method of Storage: Cradle St	ands Trailer	
_		
*Length Overall (LOA) must inc	lude the swim platform, be	ow pulpit and the anchor
PAYN	IENT INFORMATION	ĺ
Payment Option: Cash	Check (add a 3%	Credit Card service fee for credit card payments,
For your convenience we accept the three i	major credit cards. Pl	ease select card:
Discover MasterCard	Visa	
O and Haldarda Naman		
Card Holder's Name:		
Billing Address:		
City:		
Credit Card #:	Expiration:	CVV:
Card Holder's Signature:		
F : 1: OF #		
Existing Slip #		



This agreement entered into thisday o	f, 2021, between the City of
Alpena Marina, herein known as MARINA, and	
herein known as OWNER.	

#### **Marina Regulations**

For the safety of boaters, no anchoring or mooring is allowed in or around the marina area.

One dinghy or other auxiliary craft shall be a size suitable to be carried on board the boat leasing the slip. No more than one auxiliary craft per boat is permitted to water store in the slip so long as storage of such watercraft does not extend beyond the limits of the assigned slip or in any other way interfere with the flow of traffic in the marina. Auxiliary craft shall be removed from the slip when the boat is out of the marina for more than one day. No slips shall be leased, or dockage permitted, solely to any auxiliary craft or personal watercraft. The "NO WAKE" speed shall be observed at all times.

For the safety of all guests and boaters, bicycles, in-line skates, and skateboards are not permitted on the main docks or finger docks.

All boats should be inside the outer piling out of the fairway and will be assigned accordingly.

Camping is not permitted on premises.

Everyone shall be asked to keep the pier area clean and free of litter. Nothing shall be stored on the docks or piers without first obtaining permission from the Dock master.

Charcoal burners are not allowed on any dock. Open flames are prohibited except while cooking on a standard galley stove aboard a vessel. If you wish to cook with a charcoal fire, we have charcoal grills/picnic tables for your convenience, located on the shore near the ends of the docks.

Please operate your boat in a safe manner. No "cruising" is allowed in the marina (including auxiliary craft). Boats are expected to leave the marina immediately after checking out. Sail craft are required to enter or leave the marina under auxiliary power only (inboard or outboard motor), no "UNDER SAIL" in the marina.

Fishing is allowed within the harbor; however, no fishing is allowed on the docks. Fish cleaning allowed only in the Fish Cleaning Station.

Loud music, noises, or other disturbances are strictly forbidden. Persons creating a disturbance or nuisance will be asked to leave immediately.

On-board toilet facilities shall not be used while the boat is in the marina. Pump-out facilities are available at the fuel dock and toilet/shower facilities are located at the Dock master's office. Keys are available at the fuel dock.



Due to limited parking, please respect the posted regulations governing parking in the marina area. A dockhand can assist you in securing long-term parking if required.

All boats must be equipped with a minimum 1/2-inch diameter twisted or braided nylon line (or approved equal). Boats that do not have this type of mooring line cannot stay overnight, until proper lines are obtained.

No swimming/diving is allowed in the marina. Should an emergency arise requiring diving in the marina, check with the harbormaster first. It's the boater's responsibility to ensure that all proper safety precautions have been taken to protect both the diver and boater.

OWNER will provide proof of insurance to include, where applicable, pollution coverage on their vessels and equipment.

Sufficient lines, fenders, and other necessary tie-up gear will be furnished aboard the boat by the OWNER(s) prior to launching, and the OWNER(S) accept full responsibility for the condition of such gear and for any damage that may result from its failure. All boats must be equipped with a minimum 1/2-inch diameter twisted or braided nylon line (or approved equal). Boats that do not have this type of mooring line cannot stay overnight, until proper lines are obtained.

MARINA shall not be required to provide tie-up facility after launching as a condition of the agreement. Regular rates will be charged for any tie-up facility occupied commencing on the date of launching, and MARINA may move the boat from time to time as may be necessary for best utilization of its docks and moorings. Boats may be rafted if necessary.

Seasonal slip owners shall not store trailers onsite. Trailers owned by OWNER and stored on any City of Alpena owned property are done so at no expense to the customer, including any transporting of trailer made by the MARINA. However, the City of Alpena, nor MARINA will not be held responsible for theft, damage, personal injury or property damage done to trailers in any way, except for its negligence. OWNER(S) agrees to hold harmless the City of Alpena.

MARINA shall incur no liability of any kind whatsoever for any damage resulting from fire, it being understood that the OWNER(S) shall carry such fire insurance as they desire for their protection. Nor shall MARINA be liable for any damage resulting from any strike, riots, or act of God, which includes all the elements, including force majeure. All vessels shall be handled at the OWNER(S) risk subject to reasonable care and handling. MARINA shall assume no liability for the condition of the Vessel.

OWNER(S) shall remove from the boat prior to storage all paints, thinners, gasoline cans or other materials which constitute a **DANGER** of fire both for the protection of MARINA and for other boat owners. MARINA does not undertake to examine any stored boats for such dangerous material; however, MARINA reserves the right to remove any such material should it be encountered in any



craft during the process of hauling, storage, decommissioning, or repairs. All perishable food items must be removed from boat at time of haul out for storage or service.

The OWNER(S) recognize that outdoor spaces is not fenced, and that MARINA does not provide security guard services. MARINA will provide periodic observation of the boat exterior and cradle or stands. MARINA does not inspect decks, scuppers, cabins, hull interiors or covers for soundness, water leaks or other damages from any cause including weather, theft, and vandalism. Insurance regulations restrict anyone from remaining overnight on boats on shore while in storage.

MARINA shall not be responsible for the loss of any articles or equipment left on the boat. Items not affixed to the boat should be removed by the OWNER(S) for safekeeping. MARINA likewise shall not be responsible for any fuel left in the boat, nor for any damage due to freezing. It is agreed that MARINA has been relieved of the aforesaid liability because of the low rate charged by it, and that higher rates are charged by MARINA if it is to be held liable for such loss or damage.

The OWNER(S) may employ outside help to do work on the boat. Ordinary light maintenance performed on your vessel is permitted. When work is being done by the OWNER(S) or by the volunteer or employed outside help, such work must be conducted in such a manner that will not hinder the work of others or create a hazard or cause damage that may result from their failure or the failure of their volunteer or employed workers (other than employees of MARINA) to observe the conditions of this agreement. All outside vendors must provide proof of insurance, satisfying City of Alpena Marina management. When arriving at the City of Alpena Marina to service any vessel, all vendors must notify the marina upon arrival at the marina's office. All vendors must perform services during normal business hours unless arrangements have been made with the Harbormaster in advance.

No person shall discharge oil, antifreeze, solvents, or oily bilges into the water. Overboard discharge of heads, holding tanks or oily bilge water within the marina is strictly illegal. Maintaining and repairing your boat invariably involves the use of chemicals and generation of waste that must be stored, managed, and disposed of in strict compliance with federal, state, and local environmental regulations. The OWNER agrees to be environmentally responsible for all products used by themselves, their repair facilities, and their crewmembers. Toxic materials such as paints, thinners, antifreeze, fiberglass resins and solvents, used and oily rags, old fuel, used oil, and many other products must not be dumped on the ground or disposed of in the yard trash cans or dumpsters. **The OWNER agrees to comply with the boat yard Environmental Policies as posted at the yard.** The OWNER agrees to be responsible for and hold the yard harmless against any liability for any violation of the environmental policies caused by the OWNER, crew members or other authorized agents and associates. When possible, the owner shall utilize recycling programs available for these materials.

OWNER(s) are responsible for cleanup of all scraping, sanding, and grinding of bottoms, topsides, brightwork, etc., in a manner that all removed material is to be collected and disposed of in appropriate trash containers. Methods shall be taken including, but not limited to drop cloths, tenting, and dustless sanding systems confine all materials for removal and disposal for major sanding and



stripping operations. When light or minor sanding operations are undertaken, the work shall be done in a manner including but not limited to trapping, sandbagging run off locations and preventative sweeping and proper disposal which prevents all sanded materials from running into the storm collection system including direct release into the harbor basin. Any and all methods used by OWNER(s) may be subject to inspection and approval by MARINA. All onsite painting shall be by roller or brush only. There will be no spray painting onsite. No spraying of fiberglass will be allowed onsite.

We require all OWNER(s) and Marina customers to comply with applicable State and federal laws. No vessel will be allowed at the facility if it is not equipped with functioning, approved sanitation equipment. We reserve the right to inspect vessels at our facility for compliance.

OWNER(s) are responsible for cleanup around their areas and will be charged if this is not done to MARINA'S satisfaction. No boat will be launched until work areas are cleaned up satisfactory to MARINA's representatives.

If the OWNER fails to properly execute any of the requirements of this agreement, the MARINA shall notify the OWNER, in writing, of the failure to perform and shall give the OWNER 5 calendar days to correct the situation. If the OWNER has not resolved the issues after the allowed time, the OWNER shall have the right to correct the issues and bill the OWNER the cost of doing the corrective measures.

MARINA will not accept or allow to remain at the MARINA, any boat that is, in the MARINA'S opinion, in an unsafe or unusable condition.

OWNER(S) expressly undertakes and agrees to the foregoing terms and conditions and agrees to hold MARINA harmless with respect to damage or loss to or of the Vessel and/or its outfit, except as such damage and/or loss may be conclusively attributed to MARINA'S negligence, and this undertaking is provided to induce MARINA to enter this agreement.

I (We), the undersigned, have read and agree to abide by all the terms and conditions set forth on this Agreement.

	date	
City of Alpena Marina		
	date	
Owner(s)		
	date	
Owner(s)		



# **CERTIFICATION CHECKLIST**

### **TO BE COMPLETED CLEAN MARINA SPECIALIST**

Marina Name:	CHECK ITEMS BELOW THAT APPLY					
Owner:	BOAT STORAGE:	ON-SITE MARINA SERVICES:				
	Seasonal in-water slips, number:	☐ New boat sales				
Manager:	Transient in-water slips, number:					
Address:	Rack in-and-out service, number:					
City: MI, Zip:	☐ Outside winter storage	☐ Diesel fuel pumps				
	☐ Inside cold winter storage	☐ Gasoline fuel pumps ☐ Pump-out facilities				
Phone: ( )	$\square$ Inside heated winter storage	☐ Sundries store				
Fax: ( )	MARINA AMENITIES:  On-site management Security at marina entrance Swimming pool Children's playground equipment Clubhouse or pavilion Restaurant Banquet facilities Tennis court Basketball court Fish cleaning station Cable TV	<ul> <li>Mechanical/engine shop</li> <li>Canvas shop</li> <li>Fiberglass repair shop</li> <li>Boat bottom washing</li> <li>Hoist service</li> <li>Launch ramp for trailerable boats</li> </ul> OUTSIDE CONTRACTORS <ul> <li>ALLOWED ON-SITE TO PERFORM</li> <li>Oil changes</li> <li>Winterization</li> <li>Other mechanical or engine work</li> <li>Bottom sanding and painting</li> </ul>				
Email:	☐ WiFi	☐ Fiberglass repairs				
		☐ Canvas work				
	INFRASTRUCTURE:	0-11-0				
DESCRIBE FACILITY	☐ Paved roads	OTHER:				
OPERATION (CHECK ONLY ONE):	☐ Storm drains ☐ Green belts between roads,					
Operated by state or municipal government	lake and canals					
Privately owned/operated	☐ Bottom wash filtration					
TYPE OF FACILITY (CHECK ONLY ONE):  Harbor of Refuge (limited services)  Full service marina (dockage, pump-out, boat maintenance, etc.)  Other (describe):	<ul> <li>□ Bottom wash water recycled</li> <li>□ Bottom wash discharged to sewer</li> <li>□ Floating docks</li> <li>□ Fixed docks</li> <li>□ Bulkheads</li> <li>□ Petroleum storage, aboveground, gallons:</li> <li>□ Petroleum storage, underground,</li> </ul>					
	rallons:					

#### **HOW TO COMPLETE THIS CHECKLIST**

This checklist must be completed, signed and submitted to certification specialist prior to requesting a marina site visit. Completing this checklist is a key part of the certification process outlined below. This form is intended to be used by marina operators to conduct self assessments. The Clean Marina certification specialist and the Clean Marina Operations Committee will also use this checklist to evaluate your marina according to the standards of the Michigan Clean Marina Program.

There are two main sections to this checklist: the mandatory practices section (M1 - M16) and the recommended practices section (R1 - R10). To the extent possible, compliance with all mandatory practices is required.

Note: it is not necessary to implement all of the recommended practices to be certified as a Michigan Clean Marina.

Please answer each question by checking either "Yes," "No," or "N/A" (not applicable). The "N/A" option allows for items that may not apply to the operation. Selecting "N/A" will not be counted against the marina in the scoring process.

To learn more about the program and Best Management Practices, visit: michigancleanmarina.org

#### **10-STEPS TO CERTIFICATION AND RE-CERTIFICATION**

#### STEP 1

Marina contacts a Michigan Clean Marina representative.

Marina enrolls in program through Clean Marina website, signs pledge statement, pays training fee, and begins self-paced training through the Clean Marina Classroom program.

**Online Training:** Designed for marina owners and operators, the Clean Marina Classroom focuses on best management practices for petroleum control, sewage handling, stormwater management and other issues that impact water quality. The Classroom includes 10 units.

#### STEP 3

Marina completes Clean Marina Classroom training and receives classroom certificate from Michigan Sea Grant.

#### STEP 4

Marina performs self-evaluation using Clean Marina certification checklist form and sends a copy to the Clean Marina certification specialist.

#### STEP 5

Marina contacts MBIA to schedule a site visit and pays fee for Clean Marina certification specialist to perform an evaluation of the facility.

#### STEP 6

Certification specialist completes a final checklist and may include recommendations.

#### STEP 7

Marina incorporates recommendations from certification specialist noted on final checklist. Certification specialist sends final checklist and any additional documentation to MBIA.

#### STEP 8

Clean Marina Operations Committee recommends certification after reviewing final checklist and certification specialist's recommendations.

#### STEP 9

Marina receives official notice of certification and benefits as a certified Michigan Clean Marina.

#### **STEP 10**

Recertification at the third-year anniversary, and then every five years. A Clean Marina representative sends a reminder notice of recertification date to marina.

#### CONTACT

Michigan Boating Industries Association (MBIA) Clean Marina Program (734) 261-0123

### **MANDATORY PRACTICES**

YES	NO	N/A			YES	NO	N/A		
			M1.	Marina development and expansion projects along the Great Lakes, including dredging, will require a joint permit from the U.S. Army Corps (USACE) and the Michigan Department of Environmental Quality (MDEQ). These agencies will ensure that marina construction and dredging will be done in an environmentally sensitive				М7.	Have you provided the required number of fire extinguishers for all marina buildings and prepared for annual inspections as required by the National Fire Protection Association's standards for marinas and by the local fire authorities?  Do you know a file of Sefety Data Sheets (SDS) for
				manner.  A. Have you received the proper permits for all past marina construction and dredging?				M8.	Do you keep a file of Safety Data Sheets (SDS) for all products used at your facility, as required by the Occupational Safety and Health Act (OSHA) of 1970 (29 USC Sec. 657) stored in a publicly accessable location?
				B. Do you pledge that proper permits will be obtained for all future marina construction and dredging?				M9.	Because of the harm associated with petroleum, the discharge of oil is prohibited. The Federal Water Pollution Control Act prohibits the discharge of oil or oily waste
			M2.	Proper fuel storage is critical, particularly for marinas with aboveground fuel systems that are on or near bodies of water.					into or upon the navigable waters of the United States. The United States Coast Guard must be notified any time a spill produces a sheen on the water. Have you
				A. Does your fuel system have a double walled configuration or a secondary containments system (or both) to prevent accidental fuel releases?					posted the National Response Center phone number (800) 424-8802 in appropriate areas of your marina to allow for the proper notification of a spill?
				B. Do you have appropriate barriers (guard posts) to protect storage tanks and dispensing systems from damage?				M10.	All spills must also be reported immediately to MDEQ. Have you incorporated this step in your protocol?
				C. Are your tanks properly labeled?				M11.	Michigan is a "No Discharge" state (effective on all freshwater bodies). It is illegal to discharge raw and/or
			M3.	A marina located on Great Lakes public trust bottomlands will require authorization from MDEQ in the form of a lease under Part 325, Great Lakes Submerged Lands of the Natural Resources and Environmental Protection Act (NREPA). The lease requires an annual fee be paid to MDEQ and will contain conditions for the use and occupancy of bottomlands. If applicable, does your marina					treated sewage from a watercraft. Michigan law, NREPA Act 451, Part 95, requires that all docking facilities provide pumpout stations or have a signed agreement with another facility to accommodate pumpouts for vessels. Does your marina have a signed agreement or provide a pumpout that will empty boat holding tanks and porta-potties and dispose of waste in an acceptable manner?
			M4.	have a valid lease with the MDEQ?  The use of ethylene glycol antifreeze for winterization is prohibited. Do your best management practices require				M12.	Does your marina provide clean, functional restrooms, that are open 24-hours a day to encourage people not to use their boat's bathrooms while in port?
				the use of propylene glycol, a non-toxic antifreeze?				M13.	It is illegal to dispose of fish waste in the water. Does you
			M5.	At your marina fuel dock, have you removed all fuel nozzle holding clips and installed automatic back					marina provide a fish cleaning station or contractually bind your customers to the proper disposal of fish waste?
				pressure shutoff nozzles on fuel pump discharge hoses in accordance with Michigan law?				M14.	your marina provide dog walks or contractually bind your
			M6.	The U.S. Environmental Protection Agency's (EPA) Oil Pollution Prevention Regulation requires that marinas prepare and implement a plan to prevent any discharge of oil into navigable waters or adjoining shorelines if the facility has an aggregate above ground oil storage capacity greater than 1,320 gallons. If your marina falls under these guidelines, have you prepared a Spill Prevention, Control, and Countermeasure (SPCC) Plan?					customers to the proper disposal of pet waste?

### **MANDATORY PRACTICES CONTINUED**

YES	NO	N/A			YES	NO	N/A		
			M15	. To protect the waters of the state by minimizing erosion and controlling sediment, NREPA Act 451, Part 91 requires					D. Installation of low-flow faucets, toilets and/or shower heads?
				a permit for any earth change that disturbs 1 or more acres, or is within 500 feet of a lake or stream.					E. Installation of automatic faucets and/or toilet fixtures, including waterless urinals?
				A. Have you received the proper erosion permits for all past marina construction, as regulated by the state?				R7.	Stormwater runoff is precipitation that has not been absorbed by the ground. Do your best management practices include:
				B. Do you pledge that proper erosion permits will be obtained for all future marina construction?					<ul> <li>A. Cultivated vegetated areas particularly as buffers between parking lots, roads, upland property and</li> </ul>
			M16	. If required, do you have a Stormwater Pollution Prevention Plan (SWPPP)? See Clean Marina Classroom for details.					the water's edge?  B. Only paving necessary areas?
REC	OMN	MENI	ED	BEST MANAGEMENT PRACTICES					
YES	NO	N/A				Ш	Ш		C. Labeling storm drains, stating "no dumping" and indicating that the drain empties to the lake?
			R1.	Do you have a current written emergency response plan that is readily accessible to trained staff?				R8.	Your best management practices also apply to any of the
			R2.	Do you use best management practices, such as fixed or floating piers to enhance water circulation, avoid using exotic timbers or wood treated with creosote, and limit the number of covered slips to reduce shaded areas of water?					services which you may sublease at your marina. You may not answer "N/A" to any of the questions that apply to service tenants. You must, at a minimum, tie your best management practices into those lease agreements. Do your best management practices for boat repair and maintenance include:
			R3.	Dry-stack storage provides various environmental benefits compared to adding additional wet slips.					A. No sanding or blasting work of any sort carried
				A. Do you operate a dry-stack facility outside of season? If no dry-stack facility, mark "N/A" on B-D.					out by individual boat owners or their contractors, unless it is done inside a designated shop or a vacuum sander is used and the residue properly disposed?
				B. Do you control stormwater runoff from dry-stack areas?					B. Renting or loaning vacuum sanders for use by tenants and contractors?
				C. Do you keep your dry-stack forklifts well-tuned to prevent grease or oil from dripping onto staging areas or into the water?					C. Restricting the power washing of boats to a designated area within the marina?
				D. Do you have provisions in place to handle accidental spills and absorbent booms to collect any grease or					D. Have you installed infrastructure improvements to your power washing area which include:
				oil in the dry-stack launching and retrieval area?					Filtration of particles?
				Are these in place in the off season?					Recycling the wash water?
			R4.	If your marina owns any upland property, have you used this property to stage service operations, parking and boat storage away from the water where feasible?					E. Have you restricted spray painting, spraying of fiberglass or other chemicals, unless it is done inside a designated shop?
			R5.	If the marina owns sensitive adjacent land, have you placed or explored the protection of this land in a conservation trust?					F. Have you restricted painting outside of designated shops to the use of rollers and brushes, with proper use of tarps and tenting to protect the surrounding area?
			R6.	Do you practice water conservation through the use of:					G. Have you implemented procedures for
				A. Measured watering and water-wise landscaping (e.g., watering deeply and infrequently, selecting					proper and environmentally sensitive engine maintenance?
				native plants, only watering "thirsty" plants)?					H. Do you regularly inspect and repair fuel transfer equipment?
_				B. Promoting hand weeding and efficient landscaping, including mulch to reduce use of toxic chemicals?					I. Do you train staff to promote environmental precautions while fueling? Do you have documen-
				C. Proper installation and maintenance of freehwater outlets?					tation of content you provide during staff training?

## RECOMMENDED BEST MANAGEMENT PRACTICES (BMP)

YES	NO	N/A		YES	NO	N/A	
			R8. Continued				R10. Once you have adopted Clean Marina best management
			J. Have you implemented procedures for the proper and environmentally sensitive operation of the fuel				practices, have you communicated BMPs to your employees, tenants and contractors by:
			dock facility?  K. Do you offer spill-proof oil changes or have a recycling center to contain used oil for boaters who perform their own oil changes?				A. Properly training your employees so they comply with BMPs, including stormwater pollution, equipment and chemical use, emergency response procedures and fuel spills or inappropriate
			L. Do you perform regular maintenance on your yard equipment (forklifts, tugs, trailers, hoists, etc.) and machinery, taking precautions to minimize any				discharges?  B. Maintaining training records with topics and trainer identified?
			grease or oil spills and leaks?  M. Do you provide for oil filter disposal, preferably				C. Developing a procedure to approach boaters or contractors who are not following BMPs?
			with a oil filter crusher, to reduce the size of the disposal waste?				D. Including language regarding BMPs in your contracts?
			N. Do you store oil spill response equipment in readily accessible locations such as the fuel dock and any launch areas?				E. Posting signs regarding your BMPs throughout the marina?
			O. Is the operation of the fuel pumps and sewage pumpout restricted to trained personnel only?				F. Providing ongoing education for your boaters and contractors through direct mail, email or other sources?
			P. Is your pumpout connected to the municipal sewer?				G. Hosting walking tours of the facility or using public relations and customer recognition to
			Q. If you are not connected to a public sewer, is your septic or private sewage treatment system regularly maintained?				demonstrate and promote BMPs?  H. Using signage and/or other notices to inform boaters about their role in controlling the spread
			R. Do you provide convenient, adequate and screened dumpsters that are away from the water to prevent trash from ending up in the water?				of aquatic invasive species?
			S. Do you require your employees to monitor the marina grounds, waters and shoreline for trash and litter?				PLETED BY MARINA OWNER OR OPERATOR he answers to this form are accurate and answered to
			R9. In addition to the SDS files required by OSHA and covered under question M8 of this Checklist, do your hazardous materials best management practices require the following:	th	e best	of my	y abilities.  Operator or Manager Signature
			A. Proper storage, use and disposal of hazardous materials? Recycling if possible?	Da	to		
			B. Minimizing your use and storage of hazardous materials?	Da			
			C. Proper disposal of plastics such as shrink-wrap?				
			D. Proper disposal of batteries? Do you offer a recyle option?				
			E. Working with your local trash hauler to participate in any recycling programs?				
			F. Tracking incidents of pollution?				
			G. Keeping all hazardous materials on an impervious (non-porus) surface, away from floor drains, on containment device?				
			H. Following recommended waste disposal methods?				

# FOR CERTIFICATION SPECIALIST USE ONLY **COMMENTS AND RECOMMENDATIONS SCORING RESULTS TO BE COMPLETED DURING SITE VISIT** Use this section to explain any answers or request any additional information from the Clean Marina Operations Committee. Please refer to the appropriate question number. Attach additional pages as needed. MANDATORY **SCORING SECTION SCORING: RESULTS:** TOTAL QUESTIONS 20 N/A QUESTIONS **NET QUESTIONS** TOTAL YES ANSWERS SCORING PERCENTAGE % (100% required) **RECOMMENDED SECTION SCORING:** TOTAL QUESTIONS 52 N/A QUESTIONS **NET QUESTIONS** TOTAL YES ANSWERS SCORING PERCENTAGE (75% required) % **CERTIFICATION SPECIALIST CONCLUSION:** PASSED ADDITIONAL REQUIREMENTS **NEEDED** SEE ATTACHED REPORT Clean Marina Certification Specialist Signature Date

The Michigan Clean Marina Program is a cooperative effort of the Michigan Boating Industries Association, the Michigan Department of Environmental Quality and Michigan Sea Grant (Michigan State University and the University of Michigan). The Clean Marina Program is supported by the Michigan Clean Marina Foundation, a 501(c)(3) organization.

