

**BELLE MAER HARBOR  
&  
BELLE MAER HARBOR CONDOMINIUM ASSOCIATION  
2018 ENVIRONMENTAL RULES**

Belle Maer Harbor (“BMH”) and Belle Maer Harbor Condominium Association (“Condo”) are referred to as a combined entity as “Marina” in these Environmental Rules. The BMH slip renters, BMH rack customers, Condo Owners, Condo renters and the members of their immediate family living at the same home address are referred to as “Members”. **All Members are responsible for any environmental rules violations by Member’s guests, agents, contractors, licensees, invitees, or family. Members will be solely responsible for any costs incurred to clean up any damages caused as a result of environmental rules violations.**

All marinas in the State of Michigan must comply with the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et. seq.; The “Act”). This Act requires a permit for the run-off of storm water into lakes, streams or rivers of the United States. Our permit requires the institution of certain management practices that prevent the discharge of potential and/or real pollutants into Lake St. Clair. There are severe penalties for non-compliance. In order to help us stay in compliance, we require the following:

**Sanding:**

**There will be no sanding work of any sort carried out by Members or their contractors unless the sanding is done inside one of the designated shops at the Marina, or a vacuum sander is used and residue is properly disposed of. Vacuum sanders are available for rent. No sanding is allowed inside of any Marina storage buildings.**

**Painting:**

**Non-spray painting may be performed outside of a designated building so long as the ground beneath the boat is covered with a tarp, and rollers or brushes are used. Brushes, pans and rollers must be removed from the Marina and disposed of properly. Paint residue in cans must be dried before cans are placed in dumpsters. No painting is allowed inside of Marina storage buildings.**

**Spraying:**

**Spray painting, spraying of fiberglass, or spraying of any other chemical is prohibited unless performed in one of the designated Marina buildings. No spraying or fiberglass repairs are allowed inside of Marina storage buildings.**

**Oil Disposal:**

**Proper precautions must be taken when performing mechanical work on any boats on land (such as using a pan to catch any oil drippings when servicing outdrives). Used engine oil and oil filters must be taken to the oil pick-up point in the Marina (located at Building #2 adjacent to the hoist area) or removed from the Marina by the Member. Members may not dispose of oil by dumping it either on the ground, in a dumpster, into a drain or overboard. Members are responsible for their contractors and any failure of their contractors to comply with these Rules.**

**Winterization Chemicals:**

**The use of ethylene glycol-based antifreeze for winterization is strictly prohibited. Members and their contractors must use a non-toxic antifreeze. No winterization will be allowed inside any of the Marina storage buildings. After winterization, all outdrives should be covered with a plastic garbage bag secured by duct tape to prevent the dripping of antifreeze. Members are responsible for any damage to Marina grounds caused by the spill or dripping of antifreeze and/or oil. The cost to repair such damage will be billed or assessed to the Member.**

**Batteries:**

You may not dispose of used batteries into the Marina dumpsters. You must either remove used batteries from the Marina or take them to the Marina oil pick-up point (located at Building #2 adjacent to the hoist area) where they will be properly disposed of by the Marina. **Batteries must be removed or disconnected on all watercraft and golf carts when winter stored at the Marina.**

**Shrink Wrap Environmental Surcharge:**

**Belle Maer Harbor charges a user fee (calculated as a dollar amount per foot on the centerline length of the boat) to every Member who uses plastic shrink wrap on his boat while stored within the Marina. Said fee is payable from contractors upon installation of the shrink wrap or from the Member if the plastic is self-installed. This fee is due each year even if the plastic is re-used. The fee is used to offset the expense and labor involved with the cleanup during fall installation and spring removal as well as the ultimate disposal of the plastic. The users as a group must bear the costs of proper handling and cleanup of this hazardous material, which can, when introduced into the water, harm marine life and cause mechanical damage to boats.**

**Fuel Spills & Bilge Water:**

The United States Coast Guard and the MDNRE must be notified of any spill producing a sheen on the water. **Please call the**

**Marina office (586-465-4534), guard shack (586-465-4536) or the Security dispatcher (586-803-0003) to report any spills.** They will initiate procedures to contain the spill and call all necessary authorities. Every boat must be covered by an insurance policy which includes a fuel and oil spill endorsement in an amount sufficient to cover the cost of cleanup resulting from a leak or spill in an amount satisfactory to the Marina. Proof of such insurance coverage shall be provided upon demand. Boat owner will be financially responsible for the cost to clean up any spill causing an oil or fuel sheen on the water. **Every boat must have a BIO-SOK, or a generic equivalent, installed in its bilge in order to prevent oil or fuel from being pumped overboard.** Detergent cleaners may not be used to clean bilges, as they only mix with oil and sink to the bottom of the canals.

#### **Power Washing**

**There will be no power washing of boats inside the Marina except when performed by BMH personnel at the hoist area.** The reason is twofold. The first reason is environmental regulations. The EPA and Michigan DNR require that water from boat bottom washing not be allowed to discharge into lake waters. The concerns are with bottom paint metals and invasive species. The Marina has made a substantial capital investment at the hoist to collect and filter the power washing water in accordance with federal and state regulations. The second reason is common boater courtesy. It simply is not possible to power wash at your well without getting overspray onto your neighbor's boat and/or personal property.

#### **Marine Heads**

**Michigan is a "No Discharge" State.** It is illegal to discharge raw and/or treated sewage from a watercraft within the waters of the State. **Do not empty a porta potty in any of the bath houses or any other drain on Marina property.** Porta potties and boat holding tanks must be emptied at the gas dock pump-out or other designated facility only.

#### **Pet and Fish Waste**

**It is illegal to dispose of pet and fish waste in the waters of the State.** Pet stations with plastic bag dispensers have been installed around the Marina for your convenience. Please bag the waste and dispose in the dumpster. Fish waste should be frozen and held for disposal prior to our dumpster pick up days of Tuesday and Friday mornings to minimize the associated odor.

#### **No Dockside Fueling**

Harrison Township operates under NFPA 12000 Edition. Code Section 6.3.2 states that "All boat-fueling operations shall be accomplished carefully in accordance with NFPA 303 Fire Protection Standard for Pleasure and Commercial Craft, at the fueling station or other specifically designated remote location". **There shall be no refueling from portable containers or from refueling vehicles within the Marina.** All fueling must be performed at the gas dock where there are proper facilities to prevent and clean up potential fuel spills.

#### **Recycling:**

The Marina does not have the space to add additional dumpster locations for recyclable rubbish. Members are asked to take their recycling home if possible. It is also suggested that Members check with their boating neighbors regarding their returnable bottles and cans. Members' children may be involved in organizations that use returnable bottle/can drives as fundraisers. Our more entrepreneurial young Members may look at this as a good opportunity to earn money and be willing to weekly pick up your returnable bottles and cans.

**Member shall defend, indemnify, save, and hold the Marina harmless from and against any and all fines, penalties, costs expenses (including reasonable attorney fees and costs) claims, demands, causes of action and actions, suits, rights and damages, whatsoever, whether in law or in equity, made by any party whatsoever relating to or arising out of the failure of Member or Member's guests, agents, contractors, licensees, invitees, or family to comply with these Environmental Rules including, but not limited to: (a) any hazardous or toxic waste, pollutants, and/or chemicals generated, stored, leaked, spilled or otherwise disbursed in, on, under, above or about the Marina; (b) injuries sustained or other tort actions brought for claims arising out of the failure to remove such toxic wastes, pollutants, and/or chemicals from the Marina; and (c) any and all costs of removal and clean-up of toxic waste, pollutants and/or chemicals disbursed.**

**Member is required to execute the Rules Acknowledgment Form acknowledging that the Environmental Rules as printed on the front and back of this document have been read and understood. Member further acknowledges that he/she has been offered a copy of these rules and has been informed that a copy of the Environmental Rules can also be viewed and printed from [www.bellemaer.com](http://www.bellemaer.com). Member agrees to abide by these Environmental Rules, as well as the General Rules, Security Rules and Swimming Pool / Indoor Court Rules as a condition of keeping a boat at the Marina. All Rules and Regulations are subject to change at any time. Facsimile and electronic signatures are acceptable and enforceable.**