Table of Contents

Project Overview...............................................................................................................................4
ADV threats..........................................................................................................................................6
ADV removal process..........................................................................................................................7
Summary of ADV removals.................................................................................................................9
Challenges/Lessons learned...............................................................................................................14
Techniques/developments..................................................................................................................16
Appendix...........................................................................................................................................20
  A. Vessel Removal Form
  B. Contract
  C. Memorandum of Agreement with N.C. Wildlife Resources Commission
  D. Best Management Practices
  E. Map of Vessels
Acknowledgements

This project was complex and involved operations that benefited greatly from the collaboration of federal, state and local agencies. We are grateful to the following:

Federal Agencies
National Oceanographic and Atmospheric Administration
National Fish and Wildlife Foundation
United States Coast Guard

State Agencies
N.C. General Assembly
N.C. Wildlife Resources Commission
N.C. Department of Environmental Quality
N.C. Division of Coastal Management
N.C. Division of Marine Fisheries

Local Governments
Brunswick County
Carteret County
Dare County
Town of Beaufort
City of Jacksonville
Town of Surf City
Town of Wrightsville Beach

Contractors
Mainstream Divers- Commercial Diving Division
Eric Pake Jr. Construction
Dead Cow Lane
Coastal Waste, Inc.
Waste Removal, LLC
Marine Debris Field Crews

The report was written by:
Ted Wilgis, Sarah Bodin; North Carolina Coastal Federation
I. Project Overview

Summary
Abandoned and Derelict Vessels (ADVs) have become a growing marine debris issue in North Carolina due to an increase in extreme weather combined with more vessels being docked and used in exposed locations. These once seaworthy vessels pose unacceptable environmental, health and economic risks. Currently, there is no official state program in North Carolina for removing ADVs. The N.C. Wildlife Resources Commission (WRC), N.C. Department of Environmental Quality - Division of Coastal Management (DCM), National Oceanic and Atmospheric Administration Marine Debris program (NOAA) and the North Carolina Coastal Federation (Federation) have been partnering since 2018 to develop and implement a coastwide process to assess, document, prioritize and remove ADVs. These efforts became the largest coastwide vessel and marine debris removal effort ever undertaken in the State.

The NOAA Marine Debris Program has been working with state and local partners to help consolidate information which is available from the newly launched Abandoned and Derelict Vessel (ADV) InfoHub. https://marinedebris.noaa.gov/resources/abandoned-and-derelict-vessels-info-hub

Background
On September 14, 2018, Hurricane Florence made landfall just south of Wrightsville Beach as a Category 1 hurricane, with sustained winds of 90 mph (150 km/h) and a central pressure of 956 mbar (28.2 inHg). Its sluggish movement resulted in widespread, catastrophic rainfall. Overall, the storm caused $24.23 billion in damage and 54 deaths.

After the storm passed, local, state and federal agencies observed and received reports of a very large number of ADVs present in coastal counties. The Emergency Support Function No. 10, or ESF-10 was activated to assess and address any potential releases of hazardous materials from the ADVs. These materials included, but are not limited to, petroleum fuel and lubrication products, LP Gas, cleaning solutions and solvents, batteries containing various acids and leads, and pyrotechnic flammable flares and signaling devices. ESF-10 Oil and Hazardous Materials Response provides coordinated federal support in response to an actual or potential discharge and uncontrolled release of oil or hazardous materials. A Unified Command, consisting of the U.S Coast Guard (USCG) as the incident commander, along with the WRC and DCM was formed to coordinate the assessment and mitigation of the ADVs.

The members of the Unified Command conducted field surveys in the areas most affected by Hurricane Florence, and they flagged 383 vessels requiring assessment for hazardous materials response. During this ESF-10 mission, the USCG worked for the state and the Federal Emergency Management Agency (FEMA), and the WRC worked to find the owners of the displaced vessels, though not all could be located.
The 383 vessels were divided into the ESF-10 Unified Command’s Task Force North, composed of Beaufort, Craven, Hyde and Pamlico counties, which assessed 197 vessels, and Task Force South, made up of Bladen, Brunswick, Carteret, New Hanover, Onslow and Pender counties, which assessed 165 total targets. No vessels were removed by Task Forth North, Task Force South moved seven vessels from environmentally sensitive areas to less-sensitive areas.

Of the Task Force North’s 197 total targets, ESF-10 action was taken on 79 vessels, and the vessels were returned to the general area where they were found, as long as the location did not present a hazard to navigation. Owners, salvage or insurance managed the mitigation or removal of 71 vessels, which required no further ESF-10 action. Of the 165 vessels marked by Task Force South, oil and hazardous materials were removed from 41 vessels and then returned to the general area. A number of vessels were deemed to have been in place before the storm or to have no oil or hazardous material on board.

ESF-10 does not provide for the wreck removal or disposal of the actual vessels deemed an environmental threat. If a vessel is sunk or too difficult to access to remove oil or hazardous materials, the USCG works with contractors to make it accessible or raise the sunken, damaged or derelict vessel. The wreck is then left for the state or authorized local government to manage the removal and disposal. Unfortunately, there are instances of vessels that were left in place or were sunk again after hazardous materials were removed.

The Unified Command considered implementing ESF-3: Public Works and Critical Transportation. ESF-3 provides coordination, response, and technical assistance to affect the reestablishment of critical waterways including vessel removal. ESF-3 activates and develops work priorities in cooperation with State governments to further and complete the clean-up process. However, based on existing North Carolina law, the Unified Command decided it did not have the authority to remove and dispose of the vessels, which are private property.

Starting in 2019, the WRC, DCM and the Federation joined together to take the list of almost 400 ADVs generated through the ESF-10 process, and update the list with new ADVs, known removals, and assign each ADV to a funding source and a priority ranking. The first official ADV removal occurred two years later in early 2021.

The ADV issue in North Carolina was also highlighted in the NC Marine Debris Action Plan which was adopted in 2020. The effort to address ADVs in the state is outlined in Goal 4 of the Action Plan: Implement strategies that support removal of existing derelict vessels, increased capacity for prevention, and careful environmental response. https://www.nccoast.org/wp-content/uploads/2020/01/N.C.-Marine-Debris-Action-Plan-1.pdf

Location
Abandoned and derelict vessels have been removed from the following counties: Brunswick, Carteret, Currituck, Craven, Dare, New Hanover, Onslow, Pamlico, and Pender.

Collaborators
The NC Wildlife Resources Commission, the NC Department of Environmental Quality - Division of Coastal Management, National Fish and Wildlife Federation, National Oceanic and Atmospheric Administration Marine Debris Program, and the North Carolina Coastal Federation.

**Authority**

Before 2019, North Carolina state government agencies did not have enabling legislation or a formal state-run program to manage and oversee the removal of abandoned and derelict vessels from its public trust lands and waters.

Before 2015, G.S. 153A-132 allowed some local governments to adopt ordinances to manage and remove these vessels, much in the same manner that local governments manage the removal of abandoned and junked cars. The law was amended in 2015 to include all 20 coastal counties. In 2023 the N.C. General Assembly passed a bill (Senate Bill 465, “Cities/Remove & Dispose of Abandoned Vessels”) that adds language to the existing general statute to adopt ordinances to manage removal and disposal of abandoned vessels. The new law authorizes all cities to remove abandoned boats if they approve a local ordinance.

In 2019 in response to the large number of ADVs caused by Hurricane Florence, the N.C. General Assembly provided $1 million to the WRC and authorized it to inspect, investigate and remove ADVs (North Carolina Session Laws 2020-74 and 2019-224). In 2021, WRC received another appropriation from the legislature of $1.5 million to continue the vessel removal project.

Under this authority granted by the legislature, WRC begins the removal process by sending a written notice to the last known owner of the vessel. If an owner can be determined, a warning sticker is placed on the vessel to provide notice that the owner has 30 days to alert WRC of their intent to remove the vessel. If no contact is made, the vessel is deemed abandoned and may be removed. Vessels that have been identified as abandoned or derelict are maintained in a state database.

In addition to this state authority, the following local governments have now passed ordinances and can remove vessels: Brunswick County (2017), Manteo (2019), Town of Beaufort (2018), Jacksonville (2020), Surf City (2021), Wrightsville Beach (2011), Currituck County (2016), Dare County (2015), and Hyde County (Ocracoke 2018).

**Funding sources**

The Federation in partnership with WRC, DCM and with multiple funding sources has removed vessels along the coast since 2021. Funders include the NOAA marine debris program, Natural Resources Conservation Service’s Emergency Watershed Protection program administered by DCM, National Fish and Wildlife Foundation, and the N.C. General Assembly.

II. **ADV threats**

**Environmental**
ADV removal process

DCM, WRC, local governments and the Federation assessed, documented and prioritized abandoned vessels for removal. The WRC and local governments tagged the vessels and mailed
notification letters to the last known owner. Once deemed abandoned, vessels were removed with several funding sources from the Federation, DCM and WRC.

Mainstream Commercial Divers (Mainstream), a subsidiary of Moran Environmental Recovery, was selected by the Federation after a competitive bid selection process to remove ADVs. Since March 2021, Mainstream has removed and disposed of 94 ADVs with federal and state funds (NOAA, NFWF, USDA-NRCS, N.C. General Assembly). Mainstream has an excellent track record and provided outstanding safeguards to protect and restore estuarine habitats and water quality during ADV removal and disposal operations. For small, easily removed ADVs (skiffs, jon boats) without any hazardous materials, the Federation’s hired commercial fishers that were already picking up storm related marine debris (not ADVs) to remove 12 more vessels.

Removal Steps
- ADV identified, reported to appropriate local/state/federal authority.
- Authorities assess vessels for any pollution, hazards; determine if a vessel is abandoned and/or derelict; conduct research and owner notification process which gives them 30 days (once notified) to submit a claim or plan for removal.
- If the owner is found that person can relinquish the vessel to the contractor for removal. If they do not relinquish ownership, they are given a time limit to remove the vessel.
- Federation has a MOA with the Commission and the DCM to conduct ADV removals following an agreed upon protocol of documentation, reporting and adhering to environmental regulatory guidelines.
- If ADV is approved for removal by the Federation or other agency, a Vessel Removal Form (attached) is prepared and sent to the appropriate authority and then to the removal contractor. The removal process can begin once the removal method is approved and the authority has confirmed that the owner notification process is complete.
- The contractor provides a bid price for the removal, which includes all environmental compliance and final disposition (landfill, recycled) of the vessel.
- Once the removal date is set, the contractor arrives on site and sends the Federation a picture of the vessel, name/registration, authority stickers and location to confirm it is the correct vessel. A Federation staff member is often on site as well to document and oversee the removal operations.
- The contractor will ensure all hazards (fuel, oil, fluids, trash, waste) are secure and/or removed from the vessel.
- The contractor will patch any holes and determine the best way to remove/refloat the vessel with the least amount of impact to the surrounding habitat. They may use roller bags, lift bags, or marsh mats to minimize any disturbance to the habitats including the use of debris and oil booms.
- The contractor will follow all Best Management Practices as outlined in the Division of Coastal Management’s Guidance for Removing Vessels from Environmentally Sensitive Coastal Waters and Shorelines.
- The ADV is removed/refloated and towed to a location where it can be lifted, dragged or trailed out of the water and taken to a breakdown yard.
The contractor will again remove any hazards and any recyclable materials (metal, keel, engine) and then crush the vessel with an excavator and place it into a dumpster, where it will be hauled to the landfill.

The contractor then completes the final section of the Vessel Removal Form (VRF), submits it to the Federation along with documentation photos for verification and payment.

The Federation submits the VRF, invoice and photos to the funding agency and the Commission.

IV. Summary of ADV removals

Number of vessels removed

A total of 106 vessels were removed from March 2021 to May 2023.

- 23 vessels removed under funding through the NOAA Marine Debris Program
  - Funding amount: $121,090
  - Timeline: Sept 2020 to Aug 2022
  - Counties for vessel removal: Currituck and Dare counties

- 24 vessels removed under funding through the Natural Resources Conservation Service’s Emergency Watershed Protection Program granted to the Division of Coastal Management and partnered with the Coastal Federation
  - Funding amount: $2,416,884
  - Timeline: June 2020 to May 2021
  - Counties for vessel removal: Pamlico, Craven, Carteret, Onslow, Brunswick, Pender and New Hanover

- 55 vessels removed under funding through the National Fish and Wildlife Foundation and the NOAA Marine Debris Program
  - Funding amount: Total $1,389,234
  - Timeline: November 2020 to April 2023
  - Counties for vessel removal: Pamlico, Carteret, Craven, Onslow, Pender, New Hanover and Brunswick.

- 4 vessels removed under funding through the NC General Assembly
  - Funding amount: $500,000
  - Timeline: Dec 2021 to June 2023
  - Counties: Brunswick, Carteret and Pamlico

Primary type of vessel

Sailboats amounted to 36 percent of vessels removed. The remaining vessels included commercial trawlers, cabin cruisers, house boats, skiffs and recreational vessels. Typical hull type was reinforced fiberglass. Vessel size ranged from 16-80 feet and averaged 28 feet.
Project Locations
Abandoned and derelict vessels have been removed from the following counties; Brunswick, Carteret, Craven, Currituck, Dare, New Hanover, Onslow, Pamlico, and Pender.

<table>
<thead>
<tr>
<th>County</th>
<th>Number of Vessels Removed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brunswick</td>
<td>12</td>
</tr>
<tr>
<td>Carteret</td>
<td>20</td>
</tr>
<tr>
<td>Craven</td>
<td>4</td>
</tr>
<tr>
<td>Currituck</td>
<td>1</td>
</tr>
<tr>
<td>Dare</td>
<td>22</td>
</tr>
<tr>
<td>New Hanover</td>
<td>16</td>
</tr>
<tr>
<td>Onslow</td>
<td>21</td>
</tr>
<tr>
<td>Pamlico</td>
<td>9</td>
</tr>
<tr>
<td>Pender</td>
<td>1</td>
</tr>
</tbody>
</table>

Acres restored
- 106 acres were restored.

Removal costs (average)
- Direct removal costs ranged from $4,000 to $85,000.
- Average cost per vessel was $15,000.
- Initial estimates were based on removal fees at $395 per foot (2018); $395 x 32’ vessel = $12,640. Since 2018 these costs have risen.
- Indirect costs such as those listed below have not been fully quantified:
  - WRC/ Local governments - field officers locating, assessing, stickering ADVs; staff conducting owner notifications and follow up; bidding and contracting removals
  - NCDEQ - overseeing SEPA requirements, assessing and documenting ADVs and removals
  - NGO’s - securing and implementing grants for removals; bidding and contracting removals; contractor oversight and site inspections; outreach and communications
Abandoned and Derelict Vessels

106 vessels were removed from 2021 to 2023
Case study examples

- Derelict commercial shrimp trawlers, Brunswick County
  - Vessel Description: (2) 70’-80’ commercial shrimp trawlers; tied to mainland pier in Holden Beach
  - Start date: November 15, 2022
  - End date: November 22, 2022
  - Removal operations considered: Both trawlers were in very bad shape, deteriorating, and half submerged. They had been derelict for over a decade, but had been significantly damaged during Hurricane Florence.
  - Environmental considerations: The trawlers were sitting on the mud bottom along the AIWW so the location did not pose any special environmental considerations. Due to the size of the vessels, extensive steel rigging, winches, cables, nets and vessel contents, precautions were taken to ensure an adequate safety zone and spill/debris booms were deployed to encompass both vessels.
  - Removal methods: A very large heavy load crane and operator, based on the adjacent property, were used to lift out the trawler debris. Contractors used cutting tools to separate out sections of the vessels, attach heavy duty straps and slings to the sections, and then they were lifted out with the crane. At low tide, the vessels were mostly exposed, so contractors were able to remove pieces and debris by hand and load up a large debris bucket, which was lifted out by the crane. Acetylene torches were used to cut away sections of the steel rigging, booms, cables and winches. All of the debris was staged on another adjacent property where any metal was separated for recycling and placed in a dumpster. The remaining debris was placed in separated dumpsters to go to the landfill.
  - Authority: Brunswick County, local ordinance. Coordinated by the Brunswick County Sheriff’s Office-Marine Patrol Unit. The sheriff’s office worked very closely with the vessel owners to secure their permission for the removal. The trawlers represented a family’s legacy, so there was a lot of emotion involved. The sheriff’s office did an excellent job of working with the owners and their families. The sheriff’s office also secured access to an adjacent property to assist with the removal. They also provided water-based units for the duration of the removal to provide enforcement of the no wake zone and safety for the contractors. The sheriff’s office also secured approvals from the county commissioners to waive landfill disposal fees for the vessel debris, saving about $8000.00 in removal costs.
  - Permits required: None, BMPs, Landowner permission received for land access adjacent to the displaced vessel.
  - Salvage contractor: Mainstream Commercial Divers, Inc
  - Cost of removal: $60,948.50 for each vessel
  - Vessel disposal process/Issues: The two vessels generated 108.91 tons/ 217,820 lbs. of debris, of which 41 tons/ 82,000 lbs. were recycled steel. The sheriff’s office also secured approvals from the county commissioners to waive landfill disposal fees for the vessel debris, saving about $8000.00 in removal costs.
Photos:

- **Sunken commercial fishing vessel, Carteret County**
  - **Vessel description:** 50-foot fishing vessel sunk after Hurricane Florence in Harkers Island RV Resort and Campground/Marina channel
  - **Start date:** August 16, 2023
  - **End date:** Operations completed August 17, 2023 and vessel disposition to landfill
  - **Removal operations considered:** Owner charged with littering. Owner did not have the capability to remove the vessel. The vessel became damaged and derelict after Hurricane Florence.
  - **Environmental considerations:** Prioritization given to vessels that directly threatened public health and safety and impact to habitat. This vessel was
  - **Removal methods:** A Hard boom was placed around the vessel for debris and hazardous material capture. A land based excavator on the adjacent property was used to remove and lift out pieces of the vessel debris. Contractors used cutting tools to separate out sections of the vessels, attach heavy duty straps and slings to the sections, and then they were lifted out with the crane. Vessel debris was placed into a dumpster and then brought to the landfill.
  - **Authority:** North Carolina Wildlife Resources Commission authority
  - **Permits required:** None. Landowner permission received for land access adjacent to the displaced vessel.
  - **Salvage contractor:** Mainstream Commercial Divers, Inc
  - **Cost of removal:** $4,946.61
  - **Vessel disposal process/Issues:** The fishing vessel was removed by land-based excavator and placed into dumpster for transportation to landfill. 32,120 pounds of vessel debris was removed.
V. **Challenges/Lessons learned**

**Authority**
There is currently no state program with permanent authority to declare vessels as abandoned. The current authority is tied to the state appropriation to WRC. Once the funding is depleted, the Commission will lose their authority.

Without a permanent authority, recurring funding and a lead state agency, ADV prevention and assessment relies on a patchwork of local government ordinances, and municipal funding and resources.

This can also result in a delay of weeks to months before a vessel can be removed. During that delay, the vessel can be damaged, become a hazard or sink, which greatly increases potential for more debris, and a more expensive and difficult removal.

Brunswick County is one local government that provides a good example of an ADV prevention, enforcement and removal program. The county put in place an ordinance in 2017 to manage abandoned and derelict vessels: [https://library.municode.com/nc/brunswick_county/codes/code_of_ordinances?nodeId=PTICO OR_CH1-9PUHESA_ARTIXABDEVE](https://library.municode.com/nc/brunswick_county/codes/code_of_ordinances?nodeId=PTICO OR_CH1-9PUHESA_ARTIXABDEVE)

The Brunswick County Sheriff’s Office is responsible for enforcing the ordinance, and the goal of their Marine Patrol Unit (MPU) is to monitor boats during daily patrols that are discovered at anchor to avoid further abandoned boats. The MPU noticed a significant decline in the number of ADVs in the county since the ordinance was put in place, however, the process to get an
ordinance enacted and a fully functioning program in place is challenging. There was a substantial financial commitment by the county to remove a number of boats which demonstrated the effectiveness of the program. Maintenance of the program has proven to be extremely reasonable, communication between vessel owners and maritime law enforcement, including the county sheriff’s office, NC Marine Fisheries and the Coast Guard was increased, and compliance greatly improved.

Removals
- As stated earlier, because it took almost two years from the emergency state legislation until the ADVs were removed, many vessels deteriorated or sunk, which made the removals more difficult and expensive.
- Removal contractors were focused on getting the removal done as quickly as possible due to the timeline of several funding sources, while following all safety and environmental guidelines. This did not leave as much time or flexibility to stage, dismantle the vessels and separate all the recyclable materials. In the future, ensuring that recycling to the extent possible is built into removal contracts will be important.
- It would also be very helpful to have several centralized staging yards where multiple vessels could be stored for breakdown and recycling. This would make the process more efficient and cost effective.
- Federation staff monitored removals to ensure all best management practices were being adhered to by the contractor, and if necessary to conduct site remediation (raking smooth site, filling keel scar, fluffing up vegetarian). Heavy monitoring needs of the Federation staff were vital to resource management and needs to be highlighted in the contract.
- The contractors used all the appropriate and necessary tools and methods for the removals. However, they were accustomed to using plywood or plastic lattice work to place on the marsh or sand for the vessel to slide over. The Federation purchased construction equipment mats or “marsh mats” to use instead. These mats were tougher and reusable, so they could be used for the duration of the project and beyond.

Removal Site Restoration
- Sailboat keel gouges - Gouges and holes, primarily in salt marshes, were caused as vessels rested on their rudder and keel, and were pushed around by storms, tides and wave action. Every effort to minimize any further damage was taken, using air/lift bags, marsh mats, refloating. Once the vessel was removed, Federation staff and the contractors smoothed over small gouges and holes with hand tools, placed any loosened sediment or marsh clumps back in place or into existing depressions. Also, marsh vegetation that had been flattened by the vessel and/or its removal were raked and “fluffed” to get them standing again. Each removal site was documented and any damage was photographed before and after removal and the use of hand tools to repair (if repair is undertaken) the site. The site is tagged for follow-up inspections and determination if any further action is needed.
Sediment tubes – Sediment tubes have been used in the restoration of sea grass (SAV) bed restoration of prop scarring. It may be worth testing to see if sediment tubes/socks implanted with native vegetation, placed in keel gouges, would aid in site restoration.

Unforeseen Consequences

- As the ADV removals began in earnest up and down the coast, new ADVs suddenly started appearing. Some vessel and/or marina owners who did not want their vessel any longer, apparently abandoned the vessel in the state’s public waters knowing that they would not be penalized and that the vessel would be removed at no cost to them. To address this, some form of standard penalty needs to be developed and implemented as outlined in the recommendations below.
- As local governments enacted and enforced ADV ordinances, some vessel owners would merely move and abandon a vessel in the next adjacent municipal area that did not have or enforce ADV ordinances. For example, after Brunswick County began enforcing its ADV ordinance, more ADVs started appearing just below the county boundary in South Carolina or above the county line in New Hanover County. Having a unified ordinance, regulations, resources and enforcement coast wide would eliminate this problem.

Funding

There currently is no recurring funding source for the removal of ADVs in North Carolina at the state, county or municipality level.

Geographical

ADVs in remote locations and highly sensitive habitats were difficult and expensive to remove. Tidal events also hindered the time frame for removals.

VI. Techniques/developments

The Commission now maintains a public ADV reporting database which was started in 2021 (https://www.ncwildlife.org/Boating/Abandoned-and-Derelict-Vessel-Program). The public can view current ADVs that are under the Commission’s knowledge and report those that are new. The database needs to be accessible to all coastal county governments so that they can track vessels that stay in their waters for the maximum amount of allowed time, then move to the next jurisdiction, and so on.

Recommendations from the 2019 NCWRC Commissioned ADV Study and Final Report

The 2018 General Assembly directed the North Carolina Wildlife Resources Commission to recommend legislation, including appropriate funding levels, needed (i) to facilitate the identification of owners or other responsible persons for abandoned or derelict vessels for the purpose of requiring those persons to take responsibility for their vessels and (ii) in cases where no responsible owner may be found, to provide the State with the authority to expeditiously remove or otherwise dispose of the abandoned and derelict vessels.

The following recommendations were developed in consultation with a technical working group
that included DCM, the Federation, and the National Oceanic and Atmospheric Administration Marine Debris program:

- **ADV Task Force** - Establishment of an ADV task force, coordinated by the WRC. The work of the task force should address, but not be limited to, establishing a statewide ADV program including:
  - Develop inventory strategies and assess delivery capacity needs, including potential elimination of 3-year boat registrations and identification of opportunities for crowd sourced information.
  - Identify management strategies, including relevant agencies and potential requirements for liability insurance coverage.
  - Develop strategies for abatement and removal, including tort liability reduction, means and methods, and set aside funding amounts and rapid deployment protocols necessary to address impacts from catastrophic weather events.
  - Examine existing and potential grant funding sources, including program eligibility requirements.
  - Examine preventative measures to reduce risk and potential impacts during catastrophic weather events, including incentive programs, communications and outreach.
  - Probable recurring costs and potential sources of funding.

- **Legislative Changes** - Clear authorities for ADV identification, notification, tracking, removal, and disposal in emergency and non-emergency situations should be identified in legislation. The following specific information should be included:
  - Designation of a lead state agency for emergency and non-emergency situations.
  - General requirements for coordination with other state agencies, federal, and local governments.
  - Maintaining authority for local governments in non-emergency situations. State agency-led coordination described above could support actions of local governments.
  - Clarify disposition options for abandoned vessels in commercial or privately-owned marinas and accountability to the marinas responsible for the vessels.
  - Vessel owner identification/notification protocols and rights, including who can take possession of vessels, removal practices, staging areas, pre-approved land-based vessel storage locations, vessel holding period, private land access, public notice, timelines, chain of custody, and disposal.
  - Amend General Statutes Chapter 75A to grant WRC authority to inspect, investigate, and remove ADVs.
  - Develop statewide law defining and addressing derelict/abandoned vessels and grant the WRC clear authority to address derelict and abandoned vessels on all navigable waters of this state.
• Revise N.C.G.S. 75A-5 to require that the current owner of a vessel provide the WRC with a bill of sale that includes the name, address, and phone number of the individual that is taking over ownership of the vessel.

• **Funding** - Most successful state ADV programs have dedicated state funding. Developing a recurring state funding strategy for implementation of ADV emergency and non-emergency programs, including providing funds available to state agencies and local governments, funding the removal of hazardous substances and vessels from waters, and establishing and providing pre-approved land-based storage locations would improve the capacity of agencies and local governments to administer an ADV program.

  The following should also be considered:

  o The opportunity for state agencies and local governments to utilize/leverage federal funding sources to supplement state funding sources when needed.
  o A grant program for local governments to implement ordinances adopted under N.C.G.S. 153A-132 and to assist Tier 1 counties.
  o Allow agencies to recover public funds spent on vessel removal from owners when possible.
  o Continue working with State and Federal agencies to improve response roles and responsibilities after emergency or disaster events occur. Actively pursue federal funding opportunities, grants, state appropriations, for ADV mitigation and removal.

• **Outreach & Prevention** - All state agencies currently involved in ADV assistance and response have staff expertise in creating and delivering education and outreach programs. These agencies could develop and jointly implement a prevention program targeted to vessel owners, marine contractors, local governments, law enforcement and the general public which includes explanations of the following:

  o emergency response activities
  o legal responsibilities
  o best management practices for vessel removal from sensitive habitats
  o model ordinances for local governments
  o penalties for abandoning vessels
  o agency points of contact, and other available resources

• **Voluntary Measures** - A vessel turn-in program modeled after successful programs in other states could prevent vessels from being abandoned at all, and thus translate into less resources expended by state and local governments for identification and removal. Additionally, a state-wide program for reporting ADVs by the public would assist the agencies to locate/document and track these vessels. One approach that has shown promise, and has been adopted in 6 states is a Vessel Turn-in Program. This is a program in which owners with older vessels they do not want or can no longer afford, or marinas who have ended up with abandoned vessels, can turn vessels over to the state (or other public body) and have the boat disposed of at no cost. The details of this type of program vary by state but the
objective is the same across the board – prevent vessels that are older or in poor condition from entering the water and becoming abandoned or derelict in the future. These programs help to reduce the cost of removing ADVs and have shown there is great demand for an inexpensive or free boat disposal option, though lack of funding remains a limitation https://new.thecoastalsociety.org/?cat=5 (UNC Report 2019).

Recommendations By the North Carolina Coastal Federation as a Result of this Project
While the 2019 recommendations made by the WRC were solid, this project highlighted the need for a public and private partnership to help deal with this ever evolving and complex issue. Through the course of this project, it became clear that having a non-for-profit private corporation work directly with state agencies was vital to leverage federal dollars and to work expeditiously and efficiently with contractors to remove vessels. The partnership forged by the Federation with WRC, NRCS, and DCM was instrumental in helping to guide the legislative changes and appropriations that were made to give state agencies the authority and resources to deal with the problem of ADVs. The Federation’s capacity to lobby on behalf of these agencies was vital to achieving legislative support for this initiative. Currently, the N.C. General Assembly has indicated an interest in maintaining this public/private partnership – vesting authority to WRC to determine if a vessel is an ADV, while giving the Federation the resources to carry out the actual removal of vessels. The Federation was able to use the state appropriations as match for federal funds, and filled the staffing void state agencies had in terms of managing these contracts and contractors. The Federation will work in 2024 with WRC and DCM to propose a permanent ADV removal process in North Carolina that will perpetuate this public/private partnership, and further lay the groundwork where it won’t take two years after a major hurricane to start the removal of ADVs as it did after Florence. The experiences from this project, and the confidence in each other that now exists by all the project partners, has established a solid foundation for transitioning from ADV removal tied to a natural disaster to one that will be a permanent feature of the way North Carolina takes care of its coastal waters and fisheries habitats.
VII. Appendix
A. Vessel Removal Form
B. Contract
C. Memorandum of Agreement with N.C. Wildlife Resources Commission
D. Best Management Practices
E. Map of Vessels
# Vessel Removal Form

NORTH CAROLINA ABANDONED AND/OR DERELICT VESSEL REMOVAL FORM

The purpose of this form is to document the process by which vessels appearing to be abandoned are legally determined as such for the intended purposes of removal. This form may also be used to document planning, chain of custody, and disposition of vessels (including their contents) that are deemed to be abandoned by NCWRC or a local government that has the legal authority to deem a vessel abandoned and/or derelict. It is recommended that this form be provided to salvors who are hired to conduct removal operations to ensure the positive identification of documentation of vessels to be removed and for salvors to document chain of custody and final disposition of removed vessels. Salvors should return completed forms to the appropriate vessel removal project staff.

For North Carolina Coastal Federation use only #1-4:  
For Contractor use, fill in #5-6:

## 1. Agency/Organization Managing Vessel Removal Project and Funding Source (circle one)

| NCDCM & North Carolina Coastal Federation – EWP |
| North Carolina Coastal Federation – NFWF |

## 2. Vessel Information (document as much information as possible)

| Name: ____________________ Make, Model: _______________________ Length (ft): _______ |
| Type (circle one): Motor / Sail / Fishing / Other: _____________________ |
| Propulsion: Inboard (non-sail) / Inboard-Outboard (non-sail) / Sail only / Sail with auxiliary outboard / Sail with auxiliary inboard / Other: ________ |
| State reg.# (if not available, state reason): ____________________ |
| Fed. Documentation #: ____________________ |
| Hull ID# (stand. location, starboard transom): ____________________ |
| USCG Target ID (if any): ____________________ |
| Location (coordinates): ________________________________________ |
| Location Description: ________________________________________ |
3. Legal Authority

**Option 1: Deeming a vessel abandoned and/or derelict (preferred)**

Was a sticker applied to the vessel by WRC or one of its partners or agents?
Yes, Date: ______________ / No, Reason: __________________________

If owner information is available, was a letter sent to the owner of the boat? (choose one)
Yes, Date: ______________ / NCWRC or Local Government?: ______________

No, Reason (e.g. no evidence of vessel registration; cannot ID owner): __________________________

**Option 2: Vessel owner signs over rights to the vessel for the sole purposes of removal and disposal.**

Written statement of vessel ownership transfer to contractor?_________________________

4. Property Access

Where is the vessel located? (choose one) Public waters / Public land / Private property

If located on private property, has written permission from the property owner been obtained? (circle one) YES / NO (removal cannot occur without written permission)

5. Removal Documentation and Response

Photo(s) of the vessel should be taken before (include a sticker shot if applicable) *, during, and after* removal. Vessel Removal method and photo documentation notes:

________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________

List any known hazardous materials on the vessel that were documented prior to or during the removal process. Explain efforts to decrease the risk of pollution or plans if a pollution event (fuel or gas leak) were to occur during removal.

________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
6. Vessel and Contents Disposition

What is the final disposition of the vessel? **Must include photo documentation.**

- Brought to landfill:
  Date________________/ Weight________________

- Recycled: Y/N
  If yes, what materials were sent for recycling _____________________________________
  _____________________________________

  Date/Company that recycled the materials
  _____________________________________

- Other (e.g. vessel is stored on contractor property)
  Description____________________________________________________________________

  Location_____________________________

  Date_____________________

  _________* (removal contractor initials). If hazardous or potentially hazardous materials such as fuel, oil, batteries, cleaners, fire extinguishers, electrical appliances, sewage etc. are or were encountered inside of the vessel, the contractor must dispose of or recycle these materials properly and in accordance with all applicable State and local laws.

**Contractor:**

I, _________________________, certify the vessel named above has been removed and disposed as described above as a representative of ___________________________________

Signature: ________________________________ Date: __________________________

**North Carolina Coastal Federation:**

I, _________________________, of the North Carolina Coastal Federation certify that I have observed that the vessel named above has been disposed of as described.

Signature: ________________________________ Date: __________________________
TARGETED VESSEL REMOVAL FOR HABITAT IMPROVEMENT
IN PAMLICO, BEAUFORT, CRAVEN, CARTERET, ONSLOW, PENDER, NEW HANOVER AND
BRUNSWICK COUNTIES, NORTH CAROLINA

Salvage and Removal Contract

NORTH CAROLINA

DERELICT VESSEL SALVAGE AND DISPOSAL AGREEMENT

This Salvage and Disposal Agreement entered into between the “North Carolina Coastal Federation”, a 501(c)(3) Organization situated at 3609 Highway 24, Newport, North Carolina (the “North Carolina Coastal Federation”) and Moran Environmental Recovery, LLC of A Delaware Corporation ("Contractor") for the removal and disposal of the abandoned and derelict vessel(s), listed in Appendix A, under the following terms and conditions:

1. No Cure – No Pay, Fixed Fee. Compensation to be conditioned upon successful salvage of each vessel and its cargo or other property lying at or near, and proper disposal of the same.

2. Contract Amount. In consideration of the faithful and complete performance by the Contractor of this Agreement to the full satisfaction and acceptance of the North Carolina Coastal Federation, the North Carolina Coastal Federation, agrees to pay, or cause to be paid, to Contractor the amount per vessel listed in Appendix A.

3. Scope of work:
A. The Contractor agrees to furnish all labor, equipment, tools and materials necessary to diligently, timely and fully perform and complete in a good and workmanlike manner and in accordance with this Agreement and with North Carolina Coastal Federation's Requirements for Removing Abandoned and Derelict Vessels, a copy of which is attached hereto as Appendix B in the request for bids document and incorporated by reference, the salvage, removal and disposal of the vessel located at the above coordinates.

B. A copy of the authorization to remove and dispose of the listed vessel above will be provided to the contractor prior to commencement of removal operations. The Contractor must submit the onsite vessel coordinates, any available registration information, and a photo of the vessel to the North Carolina Coastal Federation to ensure the approved vessel is the focus of the removal operation prior to its removal.

C. Contractors are required to submit a plan for removal for each derelict vessel. These plans must adhere to the best management practices (labeled as “Requirements for Removing Abandoned and Derelict Vessels”), for the removal of vessels as described in Appendix B.

D. Contractor is solely responsible for all salvage, removal and disposal means, methods, techniques, sequences and procedures, as well as coordination of all portions of the work.

E. Contractor is responsible for all costs incurred during removal operations including any needed remediation and/or restoration work.
F. Contractor must comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction over the work site and vessel.

G. Contractor is responsible for removing the derelict vessel and all associated debris and contaminants from the public trust waters and disposing of them in appropriate facilities according to all applicable local, state and federal regulations.

4. Insurance. The contractor shall obtain and maintain insurance as will protect it and the North Carolina Coastal Federation from: (1) Claims under workers’ compensation laws or the Longshore Harbor Workers Compensation Act; (2) Claims under the General Maritime Law of the United States and/or the Jones Act, 46 U.S.C. §30104; (3) Claims for damages because of bodily injury or death of any person other than his employees; and (4) Claims for injury to or destruction of property. Contractor will provide copies of the Certificates of Insurance and required insurance policies prior to the start of work.

The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice by registered or certified mail shall be given the North Carolina Coastal Federation of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

5. Contract Period, Time is of the essence. Time is of the essence in the performance of the work under this agreement. The contractor shall commence work
by the 15th day of March, 2021 and the work shall be completed by the 31st day of December, 2021, unless extended by North Carolina Coastal Federation for good cause shown. Individual vessels will be removed based on the vessel removal schedule listed in Appendix D and within the Contract Period.


A. Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and materialmen, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission by Contractor. Contractor shall be solely responsible for all salvage, removal and disposal means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work.

B. Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulation, strikes or lockouts, Contractor shall notify the North Carolina Coastal Federation in writing within forty-eight (48) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

C. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including
those for which the North Carolina Coastal Federation may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from the North Carolina Coastal Federation. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against the North Carolina Coastal Federation will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage for Delay" provision.

7. Indemnification

Contractor agrees to save harmless, indemnify, and defend or, at the option of the North Carolina Coastal Federation, pay the cost of defense, the North Carolina Coastal Federation and its representative from any and all claims, losses, penalties, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, property damage, direct or consequential damages, or economic loss, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of the North Carolina Coastal Federation. This provision is intended to apply even if the injury or damage is caused in whole or in part by any act, omission or default of the North Carolina
Coastal Federation or North Carolina Coastal Federation or their consultants, agents, officers and employees. The North Carolina Coastal Federation and Contractor agree the first $100.00 of the Contract Amount paid by the North Carolina Coastal Federation to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of the North Carolina Coastal Federation by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's execution of the Agreement.

The Contractor's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this contract or the Contractor's limit of, or lack of, sufficient insurance protection.

8. Cleanup and Protections

Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. Contractor agrees to maintain all activities and operations on site in accordance with the North Carolina Coastal Federation's Guidance for Removing Abandoned and Derelict Vessels, a copy of which is attached hereto as Appendix B in the request for bids document and incorporated by reference. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, construction equipment and machinery and surplus materials, and shall leave the Project site clean.

9. Assignment
Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the North Carolina Coastal Federation. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the North Carolina Coastal Federation.

10. Termination for Default

Contractor shall be considered in material default of the Agreement and such default shall be considered cause for the North Carolina Coastal Federation to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the North Carolina Coastal Federation or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) materially breaches any
other provision of the Contract Documents.

The North Carolina Coastal Federation may notify Contractor orally or in writing of Contractor's default and may terminate the Contract or allow the Contractor to cure the default under such terms and conditions as may be required by the North Carolina Coastal Federation. If the North Carolina Coastal Federation deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any payments hereunder unless the default is cured, with the consent of the North Carolina Coastal Federation.

11. Completion.

When the salvage, removal and disposal of each vessel is complete, Contractor shall notify the North Carolina Coastal Federation that the entire Work for that vessel is substantially complete by submitting the North Carolina Coastal Federation's Vessel Removal Form, a copy of which is attached hereto as Appendix C. Within a reasonable time thereafter, the North Carolina Coastal Federation and Contractor shall make an inspection of the Work to determine the status of completion. If the North Carolina Coastal Federation does not consider the Work substantially complete, North Carolina Coastal Federation shall notify the Contractor in writing giving the reasons therefore. If the North Carolina Coastal Federation considers the Work substantially complete, North Carolina Coastal Federation shall sign and deliver to Contractor the signed copy of the assigned Vessel Removal Form which shall fix the date of Substantial Completion for the entire Work and include a tentative punch list of items to be completed or
corrected by Contractor before final payment.

12. Payment

Upon receipt of the completed Vessel Removal Form by Contractor that the Work is completed in accordance with the Contract Documents and is ready for final inspection and acceptance and upon receipt of an invoice reflecting the approved vessel removal amount (Appendix A) and a signed W-9, North Carolina Coastal Federation will make such inspection, which shall not be unduly delayed, and, if it finds the Work acceptable and fully performed under the Contract Documents, it will recommend that, on the basis of its observations and inspections, and the Contractor's certification that the Work has been completed in accordance with the terms and conditions of the Contract Documents, that the entire balance for that vessel (Appendix A) is due and payable. Unless and until the North Carolina Coastal Federation is completely satisfied, the final payment shall not become due and payable. The final payment shall not become due and payable until Contractor submits: any items required by the North Carolina Coastal Federation, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by the North Carolina Coastal Federation. Once the North Carolina Coastal Federation has made their inspection, signed off on the Vessel Removal Form and received all required documents from the Contractor, the Contractor shall be paid within Net thirty (30) days, but no later than Net forty-five (45) days from the date of each invoice. The North Carolina Coastal Federation
reserves the right to inspect the Work and make an independent determination as to the Work's acceptability.

13. Safety

A. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

A.1. All employees on the Work and other persons and/or organizations who may be affected thereby;

A.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and

A.3. Other property on Project site or adjacent thereto, including the marine environment, habitats water quality, trees, shrubs, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the Contract Documents.

B. Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them,
and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor’s duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of the same by the North Carolina Coastal Federation has occurred.

14. Project Meetings

Prior to the commencement of Work, the Contractor shall attend a pre-construction conference with the North Carolina Coastal Federation and others as appropriate to discuss the Progress Schedule and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the North Carolina Coastal Federation with respect to the Project, when directed to do so by the North Carolina Coastal Federation.

15. Notices.

All notices required or made pursuant to this Agreement by the Contractor to the North Carolina Coastal Federation shall be in writing and delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, addressed to the following:

   North Carolina Coastal Federation
   ATTN: Todd Miller
   3609 N.C. 24
   Newport, NC 28570


No modification or change to the Agreement shall be valid or binding upon the
parties unless in writing and executed by the party or parties intended to be bound by it.

17. Governing Law.

The Agreement shall be interpreted under and its performance governed by the laws of the State of North Carolina.

18. Entire Agreement.

Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.


Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement on the _______ 12th _______ day of March ________, 2021.

CONTRACTOR:

Moran Environmental Recovery, LLC
(Company Name, printed)  
Joseph Volino Dive Operations Manager
(Representative, printed)
BY: Joseph Volino (Seal)

NORTH CAROLINA COASTAL FEDERATION:

BY: [Signature]

[Signature]
## Appendix A

<table>
<thead>
<tr>
<th>Target Number</th>
<th>County</th>
<th>Latitude</th>
<th>Longitude</th>
<th>Vessel Type</th>
<th>Vessel Name</th>
<th>Vessel Registration</th>
<th>Vessel Length (Feet)</th>
<th>Vessel Condition</th>
<th>Removal Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>EWP1</td>
<td>Brunswick</td>
<td>33.979618</td>
<td>-78.252632</td>
<td>Motor Yacht</td>
<td>Not Determined</td>
<td>SC 8485CC</td>
<td>34</td>
<td>Partially on marsh</td>
<td>$13,197.78</td>
</tr>
<tr>
<td>EWP2*</td>
<td>Brunswick</td>
<td>33.8883342</td>
<td>-78.5607188</td>
<td>Sailing</td>
<td>Carry On</td>
<td>PA 9991 DK</td>
<td>29</td>
<td>Partially submerged</td>
<td>$8,525.83</td>
</tr>
<tr>
<td>EWP3*</td>
<td>Carteret</td>
<td>34.7081006</td>
<td>-76.5463365</td>
<td>Skiff</td>
<td>Not Determined</td>
<td>Not Determined</td>
<td>20</td>
<td>Partially submerged</td>
<td>$5,742.11</td>
</tr>
<tr>
<td>EWP4*</td>
<td>Carteret</td>
<td>34.948047</td>
<td>-76.5904584</td>
<td>Sailboat</td>
<td>Not Determined</td>
<td>Not Determined</td>
<td>28</td>
<td>Partially submerged</td>
<td>$7,208.14</td>
</tr>
<tr>
<td>EWP5*</td>
<td>Carteret</td>
<td>34.9343979</td>
<td>-76.5303338</td>
<td>Houseboat</td>
<td>Lucky Miss</td>
<td>OH4701RB</td>
<td>37</td>
<td>Partially submerged</td>
<td>$13,318.48</td>
</tr>
<tr>
<td>EWP6*</td>
<td>Carteret</td>
<td>34.7089547</td>
<td>-76.5468596</td>
<td>Recreational</td>
<td>Not Determined</td>
<td>Not Determined</td>
<td>18</td>
<td>Beached</td>
<td>$6,762.56</td>
</tr>
<tr>
<td>EWP7*</td>
<td>Carteret</td>
<td>34.7017004</td>
<td>-76.5377032</td>
<td>Not Determined</td>
<td>Not Determined</td>
<td>Not Determined</td>
<td>16</td>
<td>Beached</td>
<td>$6,762.56</td>
</tr>
<tr>
<td>EWP8*</td>
<td>Carteret</td>
<td>34.7398817</td>
<td>-76.5768103</td>
<td>Recreational</td>
<td>Not Determined</td>
<td>Not Determined</td>
<td>30</td>
<td>Partially submerged</td>
<td>$6,641.62</td>
</tr>
<tr>
<td>EWP9</td>
<td>Carteret</td>
<td>34.741395</td>
<td>-76.5754</td>
<td>Chris Craft</td>
<td>Not Determined</td>
<td>NC8641 Y-07</td>
<td>28</td>
<td>Beached</td>
<td>$6,641.62</td>
</tr>
<tr>
<td>EWP10*</td>
<td>Craven</td>
<td>35.0916174</td>
<td>-77.0518404</td>
<td>Sailing</td>
<td>Not Determined</td>
<td>NC6427AD</td>
<td>27</td>
<td>On land</td>
<td>$6,196.03</td>
</tr>
<tr>
<td>EWP11*</td>
<td>Craven</td>
<td>35.0584337</td>
<td>-76.9615735</td>
<td>Sailboat</td>
<td>The Caroline</td>
<td>Not Determined</td>
<td>30</td>
<td>In marsh</td>
<td>$6,196.03</td>
</tr>
<tr>
<td>EWP12*</td>
<td>Craven</td>
<td>35.141307</td>
<td>-77.0392596</td>
<td>Sailboat</td>
<td>Not Determined</td>
<td>Not Determined</td>
<td>20</td>
<td>Partially submerged</td>
<td>$6,196.03</td>
</tr>
<tr>
<td>EWP13*</td>
<td>New Hanover</td>
<td>34.0952787</td>
<td>-77.8750776</td>
<td>Sailboat</td>
<td>Grace</td>
<td>Not Determined</td>
<td>23</td>
<td>In marsh</td>
<td>$6,196.03</td>
</tr>
<tr>
<td>EWP14*</td>
<td>New Hanover</td>
<td>34.1808988</td>
<td>-77.8306841</td>
<td>Sailboat</td>
<td>Not Determined</td>
<td>NC 9738 AG</td>
<td>24</td>
<td>In marsh</td>
<td>$11,122.76</td>
</tr>
<tr>
<td>EWP15</td>
<td>Onslow</td>
<td>34.4697888</td>
<td>-77.5079889</td>
<td>Sailboat</td>
<td>Aimless Destiny</td>
<td>MD 8046 AN</td>
<td>25</td>
<td>Partially submerged</td>
<td>$4,116.18</td>
</tr>
<tr>
<td>EWP16*</td>
<td>Pamlico</td>
<td>35.0922317</td>
<td>-76.62019</td>
<td>Sailboat</td>
<td>Not Determined</td>
<td>Not Determined</td>
<td>30</td>
<td>Completely submerged</td>
<td>$11,940.44</td>
</tr>
<tr>
<td>EWP17*</td>
<td>Pamlico</td>
<td>35.0203332</td>
<td>-76.729739</td>
<td>Cabin cruiser</td>
<td>Great Escape</td>
<td>NC 5752CW</td>
<td>37</td>
<td>In marsh</td>
<td>$12,998.66</td>
</tr>
<tr>
<td>EWP</td>
<td>County</td>
<td>Latitude</td>
<td>Longitude</td>
<td>Type</td>
<td>Location</td>
<td>Age</td>
<td>Status</td>
<td>Value</td>
<td></td>
</tr>
<tr>
<td>-----</td>
<td>---------</td>
<td>----------</td>
<td>-----------</td>
<td>-----------</td>
<td>----------------</td>
<td>------</td>
<td>-------------------------</td>
<td>-------------</td>
<td></td>
</tr>
<tr>
<td>EWP18*</td>
<td>Pamlico</td>
<td>35.0984</td>
<td>-76.5694</td>
<td>Sailboat</td>
<td>Not Determined</td>
<td>NC9480AM</td>
<td>30</td>
<td>Partially submerged</td>
<td>$16,612.39</td>
</tr>
<tr>
<td>EWP19*</td>
<td>Pender</td>
<td>34.3200073</td>
<td>-77.7134434</td>
<td>Sailboat</td>
<td>Not Determined</td>
<td>Not Determined</td>
<td>25</td>
<td>In marsh</td>
<td>$9,158.88</td>
</tr>
<tr>
<td>NFWF1</td>
<td>Brunswick</td>
<td>34.0716424</td>
<td>-77.9419624</td>
<td>Sailboat</td>
<td>Not Determined</td>
<td>NC6512AJ</td>
<td>25</td>
<td>In marsh</td>
<td>$12,150.07</td>
</tr>
<tr>
<td>NFWF2*</td>
<td>Carteret</td>
<td>34.6990975</td>
<td>-76.5668919</td>
<td>Fishing vessel</td>
<td>Not Determined</td>
<td>NC 5938 EE</td>
<td>40</td>
<td>Partially submerged</td>
<td>$4,946.61</td>
</tr>
<tr>
<td>NFWF3</td>
<td>Carteret</td>
<td>34.75705</td>
<td>-76.51571</td>
<td>Sailboat</td>
<td>Sanjuro</td>
<td>Not Determined</td>
<td>25</td>
<td>Aground</td>
<td>$12,160.07</td>
</tr>
<tr>
<td>NFWF4</td>
<td>Carteret</td>
<td>34.813692</td>
<td>-76.687218</td>
<td>Commercial Trawler</td>
<td>Miss Melissa</td>
<td>Not Determined</td>
<td>40</td>
<td>Partially submerged</td>
<td>$35,988.30</td>
</tr>
<tr>
<td>NFWF5*</td>
<td>Carteret</td>
<td>34.719481</td>
<td>-76.540523</td>
<td>Not Determined</td>
<td>Not Determined</td>
<td>NC 7172 AY</td>
<td>25</td>
<td>In marsh</td>
<td>$8,735.45</td>
</tr>
<tr>
<td>NFWF6</td>
<td>Carteret</td>
<td>34.682289</td>
<td>-76.481265</td>
<td>Recreational</td>
<td>Not Determined</td>
<td>Not Determined</td>
<td>30</td>
<td>In marsh</td>
<td>$13,087.59</td>
</tr>
<tr>
<td>NFWF7</td>
<td>Carteret</td>
<td>34.673931</td>
<td>-76.488316</td>
<td>Recreational</td>
<td>Not Determined</td>
<td>Not Determined</td>
<td>14</td>
<td>In marsh</td>
<td>$11,644.13</td>
</tr>
<tr>
<td>NFWF8</td>
<td>Carteret</td>
<td>34.699025</td>
<td>-76.468444</td>
<td>Recreational</td>
<td>Not Determined</td>
<td>Not Determined</td>
<td>20</td>
<td>In marsh</td>
<td>$4,636.21</td>
</tr>
<tr>
<td>NFWF9*</td>
<td>Carteret</td>
<td>34.8967303</td>
<td>-76.6259694</td>
<td>Sailboat</td>
<td>Not Determined</td>
<td>Not Determined</td>
<td>25</td>
<td>In marsh</td>
<td>$8,972.18</td>
</tr>
<tr>
<td>NFWF10</td>
<td>Carteret</td>
<td>34.886769</td>
<td>-76.334839</td>
<td>Chris Craft</td>
<td>Not Determined</td>
<td>Not Determined</td>
<td>35</td>
<td>Partially submerged</td>
<td>$8,415.64</td>
</tr>
<tr>
<td>NFWF14</td>
<td>Carteret</td>
<td>35.04499</td>
<td>-76.08424</td>
<td>Houseboat</td>
<td>Not Determined</td>
<td>Not Determined</td>
<td>40</td>
<td>In marsh</td>
<td>$13,407.40</td>
</tr>
<tr>
<td>NFWF15</td>
<td>Carteret</td>
<td>34.729848</td>
<td>-76.671441</td>
<td>Sailboat</td>
<td>Not Determined</td>
<td>NC9599(B)</td>
<td>20</td>
<td>Partially submerged</td>
<td>$12,535.31</td>
</tr>
<tr>
<td>NFWF16*</td>
<td>Craven</td>
<td>35.1496098</td>
<td>-77.0829864</td>
<td>Sailboat</td>
<td>Ghost</td>
<td>NC4845DX</td>
<td>30</td>
<td>In marsh</td>
<td>$4,250.97</td>
</tr>
<tr>
<td>NFWF17*</td>
<td>Onslow</td>
<td>34.683132</td>
<td>-77.431948</td>
<td>Cabin Cruiser</td>
<td>Not Determined</td>
<td>NC 2134AN</td>
<td>32</td>
<td>On land</td>
<td>$12,535.31</td>
</tr>
<tr>
<td>NFWF18*</td>
<td>Onslow</td>
<td>34.6724087</td>
<td>-77.1072004</td>
<td>Cabin Cruiser</td>
<td>Not Determined</td>
<td>Not Determined</td>
<td>25</td>
<td>Partially submerged</td>
<td>$11,804.04</td>
</tr>
<tr>
<td>NFWF19*</td>
<td>Pamlico</td>
<td>35.2329436</td>
<td>-76.5775312</td>
<td>Sailboat</td>
<td>Not Determined</td>
<td>Not Determined</td>
<td>35</td>
<td>In marsh</td>
<td>$11,804.04</td>
</tr>
<tr>
<td>NFWF20*</td>
<td>Pamlico</td>
<td>35.0844655</td>
<td>-76.6336016</td>
<td>Sailboat</td>
<td>Sojourner</td>
<td>NC 1734WT</td>
<td>28</td>
<td>On land</td>
<td>$7,417.77</td>
</tr>
<tr>
<td>NFWF21*</td>
<td>Pamlico</td>
<td>35.0262401</td>
<td>-76.7005765</td>
<td>Sailboat</td>
<td>Not Determined</td>
<td>Not Determined</td>
<td>26</td>
<td>Partially submerged</td>
<td>$9,753.74</td>
</tr>
</tbody>
</table>

**EWP TOTAL**: $165,534.13
| NFWF22* | Pamlico | 35.0301853 | -76.7025666 | Sailboat | O'day Jà Yu | NC 5983 BC | 24 | Partially submerged | $8,310.29 |
| NFWF23* | Pamlico | 35.0186378 | -76.703537 | Sailboat | O'day Jà Yu | NC 3781 CF | 30 | In marsh | $11,046.70 |
| NFWF24* | Pamlico | 35.0828168 | -76.6591719 | Sailboat | Skipper | NC8572AK | 21 | Partially submerged | $10,886.79 |
| NFWF25 | Pamlico | 35.0191747 | -76.728478 | Sailboat | Not Determined | NC 4768WT | 19 | Partially submerged | $7,577.68 |
| NFWF26 | New Hanover | 34.12648 | -71.86453 | Sailboat | Not Determined | NC 2892 CM | 27 | In marsh | $4,796.11 |

*Note: some vessel lengths are estimates based on satellite imagery.

| NFWF TOTAL | $244,852.40 |
| Total Vessel Cost | $410,386.53 |
Appendix B

REQUIREMENTS FOR REMOVING ABANDONED AND DERELICT VESSELS

These requirements are subject to change according to the best available information and current research.

1. Prevention of any environmental damage shall be the primary concern in removal and deconstruction operations.

2. Contractors will receive a “Vessel Removal Form” (Appendix C) for each vessel, to document activities and Removal Guidelines compliance during the vessel removal and disposition.
   a. The form will be used by the contractor, in coordination with the federation, to ensure the positive identification of documentation of vessels to be removed.
   b. Photo documentation by the contractor is required of the vessel before, during and after (including any site restoration) the removal and disposition of each vessel. Photos will be attached to the form.
   c. Vessel removal contractors must document and photo the condition of the habitat around and under the vessel and along its removal path before and during removals. This information is required to be submitted with the form.
   d. The contractor will complete the form and submit it to the federation. The federation will ensure that all the guidelines for removal and conditions of the project award have been met, and will sign the form, affirming the vessel removal and disposition.

3. Prior to deconstruction, vessels will be evaluated for petroleum products, marine paints, asbestos, polychlorinated biphenyls (PCBs) and other hazardous waste.

4. All known pollutants will be removed prior to deconstruction activities. Pollutants include, but are not limited to petroleum products, batteries, paint cans, varnish cans, solvents, mercury switches, asbestos, electronic wastes, compressed gas cylinders, fire extinguishers, emergency flares, household hazardous wastes, gray water, black water, bilge and ballast waters and tires. ESF-10 action vessels will have already had hazardous materials removed. These are documented and materials removed listed. This data will accompany the attached vessel list.

5. If practicable, engines, auxiliary motors, generators, or any other mechanical device with fluid will be removed prior to deconstruction.

6. As waste is generated, it will be classified, managed and disposed of in accordance with applicable laws and regulations. If needed, hazardous waste materials should be tested and appropriate waste profiles generated.

7. Vessel removal activities shall be conducted at sufficient tide and water depths to minimize risks to sensitive habitats, including marshes, seagrasses, and oyster beds. Floating the vessel, protecting the marsh surface with mats or roller bags, and pulling the vessel off the wetland during the highest of high tides are encouraged and may not require a permit from NCDCM.
8. If the vessel is located above the mean high tide line, the adjacent property owner will be contacted for permission to work on private property.

9. Removal activities will be conducted to avoid disturbance of the bottom surface and surrounding area of the removal site and to avoid dredging or filling outside the footprint of the removal area. Work must not substantially impact the bed, channel or bank of the waterway. Dragging of vessels should be avoided both in and out of the water, but if conditions require some dragging, appropriate countermeasures should be in place or immediately available.

10. Incidental dredging, excavation and/or filling associated with vessel removal may require a permit from NCDCM and possibly other state and federal authorities prior to vessel removal.

11. Restoration of any disturbed coastal wetlands to previous contours and elevations, including smoothing out ruts, berms and compacted areas, may be required if incidental scarring/excavation occurs while the vessel is removed.

12. Use wide-tired vehicles when working in marshes; otherwise use logging or timber mats.

13. If a vessel will be towed, the selected extraction path should ensure that no additional groundings or damage to sensitive habitats will take place because of the recovery.

14. All work shall avoid impacts to wildlife, particularly species listed as threatened or protected. Appropriate regulatory agencies shall be consulted prior to removal activities to ensure that work will not occur in an environmentally sensitive area or during a prohibited time period and that there will be no significant impacts to species or the environment.

15. The preferred method to remove vessels will be by crane, air bags, or other mechanical lifts. After removal, it shall be placed on a barge or other vessel or on land where appropriate containment countermeasures can be implemented during deconstruction. When transported or offloaded on or over the water, appropriate measures should be in place to prevent release of pollutants or debris.

16. If the condition of the vessel will not allow for intact removal, it may be processed or deconstructed in the water after the contractor consults with the appropriate regulatory agency to determine how to avoid or minimize the possible environmental impacts. The decision to process in place should be based on the integrity of the vessel, prior failed attempts to remove it intact, and consideration of such things as location, urgency, or need to remove it as a navigational hazard.

17. A debris boom and an absorbent oil boom with blankets will be deployed at the commencement of work around the vessel if fuel, oil or other free-floating pollutants are observed or suspected.

18. Contractors undertaking removal of derelict vessels will establish a contingency plan to contain unintended or unknown release of pollutants and have a spill kit capable of handling observed or suspected fluids. They should also be able to access additional response equipment and be able to immediately contact spill response agencies or organizations.

19. Should a spill or release occur in the water, the party responsible for the spill will immediately notify the National Response Center.
20. Removal operations shall take place during daylight hours.

21. All equipment and materials must be removed at the conclusion of operations.
Appendix C

Vessel Removal Form

NORTH CAROLINA ABANDONED AND/OR DERELICT VESSEL REMOVAL FORM
The purpose of this form is to document the process by which vessels appearing to be abandoned are legally determined as such for the intended purposes of removal. This form may also be used to document planning, chain of custody, and disposition of vessels (including their contents) that are deemed to be abandoned by NCWRC or a local government that has the legal authority to deem a vessel abandoned and/or derelict. It is recommended that this form be provided to salvors who are hired to conduct removal operations to ensure the positive identification of documentation of vessels to be removed and for salvors to document chain of custody and final disposition of removed vessels. Salvors should return completed forms to the appropriate vessel removal project staff.

For North Carolina Coastal Federation use only #1-4:
For Contractor use, fill in #5-6:

1. Agency/Organization Managing Vessel Removal Project and Funding Source (circle one)

NCDCM & North Carolina Coastal Federation – EWP
North Carolina Coastal Federation – NFWF

2. Vessel Information (document as much information as possible)

Name: ______________________ Make, Model: ______________________ Length (ft): ______

Type (circle one): Motor / Sail / Fishing / Other: ______________________

Propulsion: Inboard (non-sail) / Inboard-Outboard (non-sail) / Sail only / Sail with auxiliary outboard / Sail with auxiliary inboard / Other: _______________

State reg.# (if not available, state reason): ______________________
Fed. Documentation #: ______________________

Hull ID# (stand. location, starboard transom): ______________________
USCG Target ID (if any): ______________________

Location (coordinates): ______________________

Location Description: ______________________
Notes: __________________________________________

3. Legal Authority

Option 1: Deeming a vessel abandoned and/or derelict (preferred)
Was a sticker applied to the vessel by WRC or one of its partners or agents?
Yes, Date: _____________ / No, Reason: ___________________________

If owner information is available, was a letter sent to the owner of the boat? (choose one)
Yes, Date: _____________ / NCWRC or Local Government?: _____________

No, Reason [e.g. no evidence of vessel registration; cannot ID owner]: ___________________________

Option 2: Vessel owner signs over rights to the vessel for the sole purposes of removal and disposal.

Written statement of vessel ownership transfer to contractor? __________________________

4. Property Access

Where is the vessel located? (choose one) Public waters / Public land / Private property

If located on private property, has written permission from the property owner been obtained? (circle one) YES / NO (removal cannot occur without written permission)

5. Removal Documentation and Response

Photo(s) of the vessel should be taken before (include a sticker shot if applicable) *, during, and after* removal. Vessel Removal method and photo documentation notes:

___________________________________________________________________________

___________________________________________________________________________

List any known hazardous materials on the vessel that were documented prior to or during the removal process. Explain efforts to decrease the risk of pollution or plans if a pollution event (fuel or gas leak) were to occur during removal.

___________________________________________________________________________

___________________________________________________________________________

___________________________________________________________________________
6. Vessel and Contents Disposition

What is the final disposition of the vessel? **Must include photo documentation.**

- [ ] Brought to landfill:
  Date ___________________________ / Weight ___________________________

- [ ] Recycled: Y/N
  If yes, what materials were sent for recycling ____________________________________________

____________________________________________________________________________________

Date/Company that recycled the materials

____________________________________________________________________________________

- [ ] Other (e.g. vessel is stored on contractor property)

  Description ________________________________________________________________

  Location _________________________________________________________________

  Date ___________________________

* (removal contractor initials). If hazardous or potentially hazardous materials such as fuel, oil, batteries, cleaners, fire extinguishers, electrical appliances, sewage etc. are or were encountered inside of the vessel, the contractor must dispose of or recycle these materials properly and in accordance with all applicable State and local laws.

Contractor:

I, _____________________________, certify the vessel named above has been removed and disposed as described above as a representative of ____________________________________________

Signature: ___________________________ Date: ___________________________

North Carolina Coastal Federation:

I, _____________________________, of the North Carolina Coastal Federation certify that I have observed that the vessel named above has been disposed of as described.

Signature: ___________________________ Date: ___________________________
### Appendix D

<table>
<thead>
<tr>
<th>Target Number</th>
<th>County</th>
<th>Latitude</th>
<th>Longitude</th>
<th>Vessel Type</th>
<th>Vessel Name</th>
<th>Vessel Registration</th>
<th>Remove by Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>EWP1</td>
<td>Brunswick</td>
<td>33.975618</td>
<td>-78.252632</td>
<td>Motor Yacht</td>
<td>Not Determined</td>
<td>SC 8483CC</td>
<td>April 23, 2021</td>
</tr>
<tr>
<td>EWP2*</td>
<td>Brunswick</td>
<td>33.883342</td>
<td>-78.560118</td>
<td>Sailing</td>
<td>Carry On</td>
<td>PA 9991 DK</td>
<td>April 23, 2021</td>
</tr>
<tr>
<td>EWP3*</td>
<td>Carteret</td>
<td>34.708106</td>
<td>-76.546365</td>
<td>Skiff</td>
<td>Not Determined</td>
<td>Not Determined</td>
<td>April 23, 2021</td>
</tr>
<tr>
<td>EWP4*</td>
<td>Carteret</td>
<td>34.948047</td>
<td>-76.590484</td>
<td>Sailboat</td>
<td>Not Determined</td>
<td>Not Determined</td>
<td>April 23, 2021</td>
</tr>
<tr>
<td>EWP5*</td>
<td>Carteret</td>
<td>34.934979</td>
<td>-76.530338</td>
<td>Houseboat</td>
<td>Lucky Miss</td>
<td>OH4701RB</td>
<td>April 23, 2021</td>
</tr>
<tr>
<td>EWP6*</td>
<td>Carteret</td>
<td>34.708947</td>
<td>-76.546859</td>
<td>Recreational</td>
<td>Not Determined</td>
<td>Not Determined</td>
<td>April 23, 2021</td>
</tr>
<tr>
<td>EWP7*</td>
<td>Carteret</td>
<td>34.701704</td>
<td>-76.537732</td>
<td>Not Determined</td>
<td>Not Determined</td>
<td>Not Determined</td>
<td>April 23, 2021</td>
</tr>
<tr>
<td>EWP8*</td>
<td>Carteret</td>
<td>34.739817</td>
<td>-76.576810</td>
<td>Recreational</td>
<td>Not Determined</td>
<td>Not Determined</td>
<td>April 23, 2021</td>
</tr>
<tr>
<td>EWP9</td>
<td>Carteret</td>
<td>34.741395</td>
<td>-76.5754</td>
<td>Chris Craft</td>
<td>Not Determined</td>
<td>NC8641 Y-07</td>
<td>April 23, 2021</td>
</tr>
<tr>
<td>EWP10*</td>
<td>Craven</td>
<td>35.091617</td>
<td>-77.051804</td>
<td>Sailing</td>
<td>Not Determined</td>
<td>NC6427AD</td>
<td>April 23, 2021</td>
</tr>
<tr>
<td>EWP11*</td>
<td>Craven</td>
<td>35.058433</td>
<td>-76.961573</td>
<td>Sailboat</td>
<td>The Caroline</td>
<td>Not Determined</td>
<td>April 23, 2021</td>
</tr>
<tr>
<td>EWP12*</td>
<td>Craven</td>
<td>35.141130</td>
<td>-77.039256</td>
<td>Sailboat</td>
<td>Not Determined</td>
<td>Not Determined</td>
<td>April 23, 2021</td>
</tr>
<tr>
<td>EWP13*</td>
<td>New Hanover</td>
<td>34.095278</td>
<td>-77.875077</td>
<td>Sailboat</td>
<td>Grace</td>
<td>Not Determined</td>
<td>April 23, 2021</td>
</tr>
<tr>
<td>EWP14*</td>
<td>New Hanover</td>
<td>34.180898</td>
<td>-77.830684</td>
<td>Sailboat</td>
<td>Not Determined</td>
<td>NC 9758 AG</td>
<td>April 23, 2021</td>
</tr>
<tr>
<td>EWP15</td>
<td>Onslow</td>
<td>34.469788</td>
<td>-77.507989</td>
<td>Sailboat</td>
<td>Aimless Destiny</td>
<td>MD 8046 AN</td>
<td>April 23, 2021</td>
</tr>
<tr>
<td>EWP16*</td>
<td>Pamlico</td>
<td>35.092231</td>
<td>-76.62019</td>
<td>Sailboat</td>
<td>Not Determined</td>
<td>Not Determined</td>
<td>April 23, 2021</td>
</tr>
<tr>
<td>EWP17*</td>
<td>Pamlico</td>
<td>35.020332</td>
<td>-76.729739</td>
<td>Cabin cruiser</td>
<td>Great Escape</td>
<td>NC 5752CW</td>
<td>April 23, 2021</td>
</tr>
<tr>
<td>EWP18*</td>
<td>Pamlico</td>
<td>35.0984</td>
<td>-76.5694</td>
<td>Sailboat</td>
<td>Not Determined</td>
<td>NC9480AM</td>
<td>April 23, 2021</td>
</tr>
<tr>
<td>EWP19*</td>
<td>Pender</td>
<td>34.322007</td>
<td>-77.713434</td>
<td>Sailboat</td>
<td>Not Determined</td>
<td>Not Determined</td>
<td>April 23, 2021</td>
</tr>
<tr>
<td>NFWF1</td>
<td>Brunswick</td>
<td>34.071643</td>
<td>-77.941962</td>
<td>Sailboat</td>
<td>Not Determined</td>
<td>NC6512AJ</td>
<td>November 19, 2021</td>
</tr>
<tr>
<td>NFWF2*</td>
<td>Carteret</td>
<td>34.699075</td>
<td>-76.556891</td>
<td>Fishing vessel</td>
<td>Not Determined</td>
<td>NC 5938 EE</td>
<td>November 19, 2021</td>
</tr>
<tr>
<td>NFWF3</td>
<td>Carteret</td>
<td>34.75705</td>
<td>-76.51571</td>
<td>Sailboat</td>
<td>Sanjuro</td>
<td>Not Determined</td>
<td>November 19, 2021</td>
</tr>
<tr>
<td>NFWF4</td>
<td>Carteret</td>
<td>34.813692</td>
<td>-76.687218</td>
<td>Commercial Trawler</td>
<td>Miss Melissa</td>
<td>Not Determined</td>
<td>November 19, 2021</td>
</tr>
<tr>
<td>NFWF5*</td>
<td>Carteret</td>
<td>34.719481</td>
<td>-76.540523</td>
<td>Not Determined</td>
<td>Not Determined</td>
<td>NC 7172 AY</td>
<td>November 19, 2021</td>
</tr>
<tr>
<td>NFWF6</td>
<td>Carteret</td>
<td>34.682289</td>
<td>-76.481265</td>
<td>Recreational</td>
<td>Not Determined</td>
<td>Not Determined</td>
<td>November 19, 2021</td>
</tr>
<tr>
<td>NFWF7</td>
<td>Carteret</td>
<td>34.673931</td>
<td>-76.488316</td>
<td>Recreational</td>
<td>Not Determined</td>
<td>Not Determined</td>
<td>November 19, 2021</td>
</tr>
<tr>
<td>NFWF8</td>
<td>Carteret</td>
<td>34.699025</td>
<td>-76.468444</td>
<td>Recreational</td>
<td>Not Determined</td>
<td>Not Determined</td>
<td>November 19, 2021</td>
</tr>
<tr>
<td>NFWF9*</td>
<td>Carteret</td>
<td>34.8967303</td>
<td>-76.6299694</td>
<td>Sailboat</td>
<td>Not Determined</td>
<td>Not Determined</td>
<td>November 19, 2021</td>
</tr>
<tr>
<td>NFWF10</td>
<td>Carteret</td>
<td>34.866769</td>
<td>-76.334839</td>
<td>Chris Craft</td>
<td>Not Determined</td>
<td>Not Determined</td>
<td>November 19, 2021</td>
</tr>
<tr>
<td>NFWF14</td>
<td>Carteret</td>
<td>35.04499</td>
<td>-76.08424</td>
<td>Houseboat</td>
<td>Not Determined</td>
<td>Not Determined</td>
<td>November 19, 2021</td>
</tr>
<tr>
<td>NFWF15</td>
<td>Carteret</td>
<td>35.729848</td>
<td>-76.671441</td>
<td>Sailboat</td>
<td>Not Determined</td>
<td>NC95998(8)B</td>
<td>November 19, 2021</td>
</tr>
<tr>
<td>NFWF16*</td>
<td>Craven</td>
<td>35.1496098</td>
<td>-77.0829864</td>
<td>Sailboat</td>
<td>Ghost</td>
<td>NC4845DX</td>
<td>November 19, 2021</td>
</tr>
<tr>
<td>NFWF17*</td>
<td>Onslow</td>
<td>34.6838132</td>
<td>-77.431948</td>
<td>Cabin Cruiser</td>
<td>Not Determined</td>
<td>NC3134AN</td>
<td>November 19, 2021</td>
</tr>
<tr>
<td>NFWF18*</td>
<td>Onslow</td>
<td>34.6724087</td>
<td>-77.1072094</td>
<td>Cabin Cruiser</td>
<td>Not Determined</td>
<td>Not Determined</td>
<td>November 19, 2021</td>
</tr>
<tr>
<td>NFWF19*</td>
<td>Pamlico</td>
<td>35.2329436</td>
<td>-76.5775312</td>
<td>Sailboat</td>
<td>Not Determined</td>
<td>Not Determined</td>
<td>November 19, 2021</td>
</tr>
<tr>
<td>NFWF20*</td>
<td>Pamlico</td>
<td>35.084465</td>
<td>-76.6336016</td>
<td>Sailboat</td>
<td>Sojourner</td>
<td>NC 1734WT</td>
<td>November 19, 2021</td>
</tr>
<tr>
<td>NFWF21*</td>
<td>Pamlico</td>
<td>35.0262401</td>
<td>-76.7005765</td>
<td>Sailboat</td>
<td>Not Determined</td>
<td>Not Determined</td>
<td>November 19, 2021</td>
</tr>
<tr>
<td>NFWF22*</td>
<td>Pamlico</td>
<td>35.0301853</td>
<td>-76.7025666</td>
<td>Sailboat</td>
<td>River</td>
<td>NC 5983 BC</td>
<td>November 19, 2021</td>
</tr>
<tr>
<td>NFWF23*</td>
<td>Pamlico</td>
<td>35.0186378</td>
<td>-76.703537</td>
<td>Sailboat</td>
<td>O’day Jå Vu</td>
<td>NC 3781 CF</td>
<td>November 19, 2021</td>
</tr>
<tr>
<td>NFWF24*</td>
<td>Pamlico</td>
<td>35.0828168</td>
<td>-76.6591719</td>
<td>Sailboat</td>
<td>Skipper</td>
<td>NC8572AK</td>
<td>November 19, 2021</td>
</tr>
<tr>
<td>NFWF25</td>
<td>Pamlico</td>
<td>35.0191747</td>
<td>-76.728478</td>
<td>Sailboat</td>
<td>Not Determined</td>
<td>NC 4768WT</td>
<td>November 19, 2021</td>
</tr>
<tr>
<td>NFWF26</td>
<td>New Hanover</td>
<td>34.12648</td>
<td>-77.86453</td>
<td>Sailboat</td>
<td>Not Determined</td>
<td>NC 2892 CM</td>
<td>November 19, 2021</td>
</tr>
</tbody>
</table>
COOPERATIVE AGREEMENT
BETWEEN
THE NORTH CAROLINA WILDLIFE RESOURCES COMMISSION,
THE NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY,
AND
NORTH CAROLINA COASTAL FEDERATION
REGARDING REMOVAL OF ABANDONED AND DERELICT VESSELS

THIS Agreement, made and entered into this 18th day of February, 2021, by and between the North Carolina Wildlife Resources Commission, hereinafter called the Commission, the North Carolina Department of Environmental Quality, hereinafter called DEQ, and the North Carolina Coastal Federation, hereinafter called NCCF;

WITNESSETH:

Whereas, the Commission has the authority granted in S.L 2020-74 and 2019-224 to remove abandoned and derelict vessels;

Whereas, in 2020, DEQ was awarded approximately $1,873,764 in federal funds from the United States Department of Agriculture through a Natural Resources Conservation Service grant (NRCS grant) in order to remove Hurricane Florence debris, including abandoned and derelict vessels, in the geographic areas designated for debris removal shown on the maps attached to the NRCS grant documents, which are incorporated here by reference, including within public trust waters and on state-owned properties;

Whereas, DEQ has contracted with NCCF to use the NRCS grant and matching state funds to remove said debris, through coordination with either the Commission or local governments, which have been granted authority from the NC General Assembly to remove abandoned and derelict vessels;

Whereas, it is desirable for the Commission, DEQ and NCCF to coordinate and work together for the removal of abandoned and derelict vessels according to the terms described herein;

Now, therefore, in consideration of the mutual advantages likely to result from this Agreement and the respective obligations assumed herein,

A. DEQ agrees to:
1. Coordinate with the Commission and NCCF to prioritize the order of removal of abandoned and derelict vessels which DEQ has determined are eligible for removal with NRCS grant funds, and will be funded using NRCS grant funds.

2. Send written notification to the Commission of the vessel removals that DEQ will fund using NRCS funds, and request that the Commission proceed with notification of the vessel owners per B.2.

3. Engage NCCF to remove the vessel using NRCS grant funds after the Commission has provided written notification to DEQ of appropriate notice to the registered owner of the vessel.

4. Participate in coordination efforts with the Commission and NCCF in accordance with DEQ-NCCF contract #8191, which is attached and incorporated by reference, regarding the removal of abandoned and derelict vessels that are identified pursuant to this Agreement as being removed using NRCS grant funds.

5. Administer NRCS grant and DEQ-NCCF contract #8191 in accordance with both the terms of those documents and this Agreement, including record-keeping related to the Commission’s notification and NCCF removal activities.

B. The Commission agrees to:

1. Coordinate with DEQ and NCCF to prioritize the order of removal of abandoned and derelict vessels which DEQ has approved for removal with NRCS grant funds.

2. After receiving written notice from DEQ of a vessel to be removed with NRCS grant funds, the Commission shall notify the owner of the abandoned and derelict vessel by placing a notification decal on the vessel and sending a notification letter to the registered vessel owner’s last known address as required by S.L. 2019-224 and S.L. 2020-74.

3. Keep accurate records of vessels identified under this Agreement and provide them to DEQ and NCCF regarding the date the notice was posted on the vessel and receipt of notification delivery to the registered owner. Any personal identifying information, as defined by the North Carolina Public Records Act, including specifically N.C.G.S. §§ 132-1.10 and 143-254.5, provided to DEQ or NCCF for the purpose of abandoned or derelict vessel removal shall be kept confidential.

4. Provide prompt notice to DEQ and NCCF in writing when the notification process outlined in S.L. 2020-74 and 2019-224 has been completed.

5. Exercise its removal authority granted by S.L. 2019-224 and S.L. 2020-74 by providing confirmation of notification to the vessel’s registered owner to NCCF when NCCF and/or its subcontractors arrive on-scene prior to vessel removal.
C. NCCF agrees to:

1. Coordinate with DEQ for the compensation for any vessel determined to be removed with NRCS grant funds.

2. Coordinate with the Commission regarding the notification of the registered owners of vessels determined to be removed with NRCS grant funds.

3. Attempt to remove abandoned or derelict vessels identified and confirmed by DEQ to be removed using NRCS grant funds after receiving documentation from the Commission that notice requirements to the registered owner of the vessel have been completed.

4. Participate in coordination efforts with the Commission and DEQ when carrying out all aspects of abandoned and derelict vessel removal described in this Agreement for which notification from the Commission has been confirmed to NCCF and DEQ, including retaining documentation of the Commission’s approval, vessel identity and location, method of removal, and receipts of removal, disposal or recycling when removals are complete.

5. Provide the Commission and DEQ with documentation for each vessel that has been removed pursuant to this Agreement and as required for the NRCS grant and DEQ-NCCF contract #8191.

6. Provide the Commission with all documentation required by the Commission at the completion of each removal project or upon request by the Commission.

D. It is mutually agreed that:

1. Nothing in this Agreement shall obligate any party to any conditions not specifically stated herein.

2. Nothing in this Agreement shall be interpreted as delegation of the Commission’s authority as provided in S.L 2020-74 and 2019-224 to either DEQ or NCCF.

3. This Agreement shall become effective as soon as it is signed and dated by all parties and shall continue in effect for 90 days after the expiration date of the DEQ NRCS grant.

4. The place of this Agreement, its situs and forum, shall be North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation, and enforcement shall be determined.

5. This Agreement is made under and shall be governed, construed and enforced in accordance with the laws of the State of North Carolina, without regard to its conflict of laws rules.
6. Any party may terminate its involvement in this Agreement by written notice to the other parties at least 90 days in advance of the date on which termination is to become effective.

7. During and after the term hereof, the State Auditor and any party using internal auditors shall have access to persons and records related to this Agreement to verify accounts and data affecting fees or performance under the Agreement, as provided in G.S. 143-49(9).

8. This Agreement and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements.

9. This Agreement may be revised as necessary by mutual consent of all parties by the issuance of a written amendment, signed and dated by all parties.

10. The failure to enforce or the waiver by any party of any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

11. No party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusal to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

12. That notwithstanding any other term or provision in this Agreement, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity that otherwise would be available to the Commission or DEQ under applicable law.

13. Any Commission information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the DEQ or NCCF under this Agreement shall be kept confidential and used only for the purpose(s) required to perform this Agreement, which may include reporting required to USDA for the NRCS grant or as required by the State Auditor or internal auditors, and not divulged or made available to any individual or organization without the prior written approval of the Commission. If the Commission approves dissemination of information, DEQ and NCCF agree to redact any personal identifying information pursuant to the North Carolina Public Records Act, including N.C.G.S. §§ 132-1.10 and 143-254.5, prior to release of the information.
In witness whereof, the parties hereto have executed this Agreement the day and year of the last signatory.

Approved and agreed to:

N.C. Wildlife Resources Commission

Cameron Ingram  2/16/2021
Cameron Ingram  Date
Executive Director

N.C. Department of Environmental Quality

Michael S. Regan  2/23/21
Michael S. Regan  Date
Secretary

Date

North Carolina Coastal Federation, Inc.

Todd Miller  2/17/21
Todd Miller  Date
Executive Director
GUIDANCE FOR REMOVING VESSELS FROM ENVIRONMENTALLY SENSITIVE COASTAL WATERS AND SHORELINES

Vessel removal activities may require a permit from the NC Division of Coastal Management (DCM).

Due to your vessel’s location within an environmentally sensitive area, you should notify DCM of plans for vessel removal by calling Roy Brownlow, Morehead City District Manager, at (252) 808-2808 prior to conducting removal activities. Please be prepared to provide the following information: vessel registration number, current owner name, vessel location (county and waterbody), method of proposed removal, proposed date of removal, and who will be performing the work (marine contractor/salvor, self).

Vessel owners are encouraged to hire a licensed marine contractor or salvor to recover their vessel to provide the safest method possible for your vessel and to protect coastal resources.

All removal operations should observe the following guidelines:

- If the vessel is located above the mean high tide line, the adjacent property owner should be contacted for permission to work on private property.
- Vessel removal and marine debris removal activities should be conducted at sufficient tide and water depths to minimize risks to sensitive habitats, including marshes, seagrasses, and oyster beds. Floating the vessel, protecting the marsh surface with mats or roller bags, and pulling the vessel off the wetland during the highest of high tides are encouraged and may not require a permit from DCM.
- Incidental dredging, excavation and/or filling associated with vessel removal may require a permit from DCM and possibly other state and federal authorities prior to vessel removal.
- Restoration of any disturbed coastal wetlands to previous contours and elevations, including smoothing out ruts, berms and compacted areas, may be required if incidental scarring/excavation occurs while the vessel is removed.
- Perform site visits and work from waterways, paved surfaces, or existing roadways whenever possible to minimize impacts to sensitive marsh habitats. Also select machinery, equipment, and removal methods that are least likely to disturb soils/sediments/substrates and keep loading of equipment and machinery to a minimum to reduce ground pressure and footprint.
- Use wide-tired vehicles when working in marshes; otherwise use logging or timber mats.
- If a vessel will be towed, the selected extraction path should ensure that no additional groundings or damage to sensitive habitats will take place because of the recovery.
- Removal operations should avoid marked sea turtle or bird nests and stay low on the beach to minimize contact with unmarked nests. In the event that nesting turtles, birds, or hatchlings are sighted, cease removal operations in the area.
- Removal operations should take place during daylight hours.
- All equipment and materials must be removed at the conclusion of operations.
Appendix E: Map of Vessels

Abandoned and Derelict Vessels

106 vessels were removed from 2021 to 2023

Legend
- National Oceanic and Atmospheric Administration
- National Fish and Wildlife Foundation
- Natural Resources Conservation Services
- State Appropriation
Marine Debris Removal for Habitat Improvement in the Central and Southeast Coasts of North Carolina

Agreement #: 0319.20.067481
Award Date: March 16, 2020
CFDA: 11.999
Federal ID #: 58-1494098
Grant Period: November 1, 2020 – October 31, 2022  April 30, 2023

https://MarineDebris.noaa.gov
ADV Owner 30 Day Notification Stickers

Brunswick County Sheriff’s Office

NC Wildlife Resources Commission
ADV NFWF 30 Removal

Lift bags in use

Pulled of marsh, with lift bags and marsh mats in place

Afloat, bags and mats

Keel & rudder scour hole

Keel & rudder scour hole 24hrs and 72 hours post removal
ADV NFWF 56 Removal

Refloated, patched, pumped out, ready for tow to pull out yard

ADVs staged at pull out yard, dismantling

Salvaged keels for recycling