

By motion of the Commission of the Port of Port Townsend the following Rules and Regulations are deemed in substitution of all prior applicable resolutions or minutes of the Commission. **Resolution #491-07, Adopted July 11, 2007. and rev. June 11, 2008**

# **PORT OF PORT TOWNSEND**

## **Port Townsend Boat Haven**

### **Rules & Regulations**

#### **1 PURPOSE**

The purpose of the Port regulations is to promote the safe and efficient operations of the Port and to provide fair and equitable service for all users of the Port facilities.

#### **2. STATEMENT OF POLICY:**

The Port of Port Townsend provides marinas, work yards, boat storage facilities, and services to the boating community, citizens of Jefferson County and the general public. Because many of these facilities and/or services are provided by public funds, all services and facilities are open to everyone and the public is expected to respect and protect the public's interest in these facilities. When there are limitations in the availability of public facilities and/or services, the Port will operate on a first come first serve basis. Also the Port is expected to manage the facilities to provide the best service to the greatest public while respecting the personal property rights of all patrons and the public. Patrons and the public are to respect the rights of others and be particular vigilant concerning control of pets, safety of children and prevention of vandalism. These rules and regulations are consistent with the Port's Mission Statement.

#### **3. DEFINITIONS:**

**3.1 Active Commercial Fishing Vessel:** Shall mean a vessel which is engaged in a bona fide commercial fishing operation under one or more valid licenses, evidence of which includes, but is not limited to possessing a current commercial season fishing license, current season fish tickets, landing permits, or other proof to establish fishing activity.

**3.2 Boat Docking Facility:** Shall mean a place where vessels may be secured to a fixed or floating structure or to the shoreline.

- 3.3 Boat Haven:** A protected area from high winds and high seas to accommodate safe moorage of waterborne vessels. Also, providing upland support facilities for repairs, provisions, and accommodations.
- 3.4 Boathouse:** Shall mean a structure constructed for the purpose of providing covered moorage.
- 3.5 Business Moorage Space:** Shall be an area assigned by the Harbormaster for use of either selling vessels or doing repairs on vessels in the water.
- 3.6 Charters:** Shall mean any vessel engaged in transporting people or goods to and from any destination for money.
- 3.7 Commercial:** Shall mean setting up a place of business or other commercial enterprises on a vessel in the water.
- 3.8 Commercial Business:** Shall provide a service or market a product to the general public or Port property for profit.
- 3.9 Executive Director:** Shall mean the individual designated by the Port Commission to oversee the safe and efficient running of the Port and its properties.
- 3.10 Guest:** Shall mean person using a Port facility who does not have a permanent contract with the Port. Guests include but are not limited to: vessel or aircraft seeking an area of refuge, day use or overnight use of a Port facility.
- 3.11 Harbormaster:** Shall mean the individual assigned by the Executive Director to oversee the marina operations of the Port.
- 3.12 Hull Length:** Hull length will be the measured length from bow to stern not to include any overhangs of swim platforms or other accouterments.
- 3.13 Length Overall (LOA):** The length of vessel from the farthest tip of any attachments on the bow including any overhangs off the stern of vessel.
- 3.14 Linear Areas:** Shall mean any side tie area along a dock that is not an actual slip.
- 3.15 Live-aboard:** any vessel used as a dwelling for more than 7 days in any 10 day period is a "Live-aboard"

- 3.16 Marine Business:** Shall mean any person or company with a current business license involved in marine related fields who are working on Port property either advertising or soliciting for customers.
- 3.17 Monthly Guest Moorage:** Moorage space determined by Harbormaster, available month-to-month (not permanent) for at least one (1) full calendar month on a First-Come-First-Served basis.
- 3.18 Moorage:** a multitude of designated areas within a protected area to moor vessels for easy access to and from shore.
- 3.19 Port:** Shall mean Port of Port Townsend which is a municipal corporation directed by the Port Commission.
- 3.20 Port Area:** Shall mean areas within the marinas, airport, and other Port properties including water, land, airspace above, and all buildings and facilities in or on Port properties.
- 3.21 Port Commission:** The three elected officials who make policies and oversee the Port operations.
- 3.22 Reserve Moorage:** Shall mean moorage secured by written contract for a specific slip for no less than a 1 month period.
- 3.23 Slip:** A designated area of certain width and length with docks provided, for easy access to shore, to meet the requirements of a vessel within a protected area, for its safe keeping.
- 3.24 Summer/Winter Months:** Summer months will be defined as May 1 through October 31. Winter months will be defined as November 1 through April 30.
- 3.25 Tenant:** Shall mean any person, firm, partnership, corporation, association, organization, or agent thereof, who contracts for use of Port facilities
- 3.26 User:** Shall mean any person entering the Port Area.
- 3.27 Vessel:** A structure which is designed primarily for navigation, is completely seaworthy and ready for immediate navigation, and meets all applicable laws and regulations pertaining to navigation and safety equipment, including but not limited to registration as a vessel by an appropriate government agency.
- 3.28 Vessel Owner:** Shall mean, owner, agent or skipper. Anyone designated by the owner to act on his/her behalf.

**4. APPLICATION:**

The regulations of the Port apply to all users of the Port facilities, equipment or roadway. Users shall comply with any verbal or written signs and operational procedures of the Port. All Port, Municipal, County, State, and Federal regulations, laws, generally accepted safety standards and requirements apply to the users of the Port. All boats, aircraft, or vehicles using facilities or space within the Port areas will be subject to all of the charges, rules, and conditions as prescribed by Port Tariff. The Executive Director may deny the use of any of the facilities of the Boat Haven when such use would not be in the best interests of the Port.

**5. ASSUMPTION OF RISK:**

Anyone visiting or using the Port or its facilities does so at his/her own risk. The Port does not assume any responsibility for loss or damage to property or personal injury except as such liability may be proven to have resulted from negligence by the Port or its employees.

**6. HOLD HARMLESS:**

The Port shall not be liable or responsible in any manner for a vessel's safe keeping or condition of its tackle, apparel, fixtures, equipment and or furnishings. The Port will not be liable or responsible for any personal injuries suffered by owner or his agents or invitees arising from any cause upon a boat, within the marina premises or any other Port property.

**7. ENFORCEMENT:**

The Port Commission authorizes the Executive Director and his staff to enforce these regulations by written or verbal instructions. The Executive Director may request persons violating these regulations to leave the Port areas and/or obtain the assistance of law enforcement officers to protect property, lives, or preserve the peace. The Executive Director and his staff may interpret the reasonable intent of these regulations to carry out the purposes of the regulations.

If a boat or other property, the owner of which has been notified to remove the boat or property from the Port area, is not removed immediately, it may be impounded by the Port and/or removed by a private contractor, charges for which will be assessed against its owner.

**8. INVALIDITY OF PARTICULAR PROVISIONS:**

If any term or provision of these regulations or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of these regulations or the application to such term or provision to persons or circumstances other than as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect.

**9. NOTIFICATION:**

It is the user's responsibility to obtain a copy of the regulations from the Port. The Port does not accept the responsibility for mailing or delivery of regulations or for ensuring that the users have familiarized themselves with the Port regulations.

**10. POSTING OF REGULATIONS:**

That which is set forth herein is enforceable only if the Port has had its tariff containing these regulations conspicuously posted at its moorage facility at all times.

**11. SEVERABILITY:**

Nothing herein before or after contained may be construed as a limitation of any rights, privileges, or remedies previously existing under any applicable laws effecting the Port.

**OWNER/OPERATOR RULES**

**12. VESSEL OWNERSHIP:**

It is the owner's responsibility to show proof of ownership of vessel with one or more of the following documents: State Registration, Documentation papers, Notarized bill of sale, Executed Use Tax Return.

**13. PARTNERSHIPS:**

The Port will recognize partnerships when the slip lessee owns 50% or more of the vessel. It is the tenant's responsibility to show proof of this by a notarized bill of sale, other bona fide documents or state registration documents.

**14. LEASING A BOAT IN LIEU OF OWN:**

A moorage tenant may substitute a leased boat, if the slip lessee provides the Port with sufficient proof that the boat is properly leased.

**15. SUBLEASING:**

The Port does not allow berth subleasing of any kind. The slip lessee shall not assign, transfer or sublet his/her berth. Use of the designated berth is personal to lessee and the designated vessel. A person purchasing the vessel or other interest therein from owner will not thereby acquire any rights to the assigned berth.

**16. TRANSFER OF OWNERSHIP:**

In the event of the transfer of ownership of a vessel, the berth remains with the original lessee. Transfer of the vessel occurs once the new owner has taken possession. It is the responsibility of the current tenant to inform the Port of any change in ownership of the vessel registered on their moorage agreement.

**17. VESSEL IDENTIFICATION:**

**17.1** All vessels entering the harbors or marinas shall have valid identification permanently affixed to the hull and clearly visible from the outside.

**17.2** Either a valid state registration number or a current documented name of vessel shall be displayed on hull.

**17.3** Failure to meet the above requirements may be cause for refusal of moorage by the Port.

**18. INDEMNIFICATION AND INSURANCE:**

All users of a marina and its facilities, operated by the Port of Port Townsend, including without limitation, berthage permittees and guest moorage users, shall indemnify and hold the Port of Port Townsend, its employees, officials, and agents harmless from all damage to property and injury or death to persons that results, directly or indirectly, from user's use and/or occupancy of the Port property. This indemnification shall not apply to damage caused by the sole negligence of the Port but shall be enforceable to the maximum extent permitted by law. This indemnification provision shall supplement any other agreements that user has with the Port.

**18.1** All persons who berth a vessel in a marina operated by the Port of Port Townsend, even on a temporary basis, shall maintain insurance in force and good standing on the vessel. The insurance shall provide Protection and Indemnity (watercraft liability) coverage with limits of at

least Three Hundred Thousand Dollars (\$300,000.00) per occurrence, with the Port of Port Townsend named as “Additional Insured”. For all vessels engaged in charter, foot ferry, tour, launch, shuttle services, or similar activities where the general public is invited to Port facilities, the required minimum amount of coverage shall be One Million Dollars (\$1,000,000.00) per occurrence, with the Port of Port Townsend named as “Additionally Insured”. As a condition of using Port of Port Townsend facilities, the user shall have documentation available to Port Staff, upon request, which documents that the required insurance is in force. The Port Staff shall have the right, but not the obligation, to request such evidence of insurance. Failure to have such documentation may be grounds for termination of any berthage privileges.

## **19. SEAWORTHINESS & OPERABILITY**

Vessels moored in the marina must be operable and maintained in a seaworthy condition and be of a design suitable for operation on the waters of Puget Sound in a typical range of seas. Vessels which do not meet Coast Guard vessel safety standards or could be hazardous to marina property or to other vessels may not be granted moorage, and may be denied permission to remain in Port Area.

**19.1** “Operable” means capable of safely maneuvering under its own power from the mooring to another port of call and back to its mooring. In cases where a vessel does not appear to have left its mooring for a long period of time and the question of operability arises, Marina Management may require a demonstration of the vessel’s operability. At least thirty-(30)days advance written notice must be given to the vessel’s owner for such a request. Such notice shall be by Certified Mail. In the cases where a vessel is found to be inoperable, the owner shall have ninety-(90) days to effect repairs. If after ninety-(90) days the boat is still inoperable, the mooring will be forfeited to the Port of Port Townsend. An extension of up to an additional ninety-(90) days to complete repairs may be granted if the vessel owner has, in the sole opinion of Marina Management, made substantial progress toward completion of repairs. If the vessel is removed from the water to effect repairs, regular credit system policies will apply. This section is not intended to apply to any brief period of repair common to most vessels. Marina Management may repeat this request to test operability as needed.

**19.2** “Seaworthy” shall mean that the vessel’s hull, keel, decking, cabin and mast are structurally sound. If a dispute over the seaworthiness of a vessel arises, the opinion of a certified independent marine surveyor may be obtained at owner’s expense. If a determination is made that a vessel is not seaworthy, ninety-(90) days shall be granted to repair the vessel. If after ninety-(90) days the vessel is still not determined to be seaworthy, the mooring of said vessel shall be forfeited to the Port of Port Townsend. An extension of up to an additional ninety - (90)days to complete repairs may be granted if the vessel owner has, in the sole opinion of Marina Management, made substantial progress toward completion of repairs. If the vessel is removed from the water to effect repairs, regular credit system policies will apply. In cases where determination of operability, design and/or seaworthiness is in dispute, Marina Management’s decision will be final.

## **20 MANEUVERING & NAVIGATING IN THE HARBOR**

The Port Townsend Boat Haven is a small boat harbor. The maneuvering of vessels within the harbor poses safety and operational concerns. The vessel owner assumes responsibility for loss or damage to property or personal injury while visiting or using Port facilities.

- 20.1** The movement of boats within the moorage area (between piers) shall be for the purpose of mooring, entering or leaving, a slip only. Among other things, no random sailing or cruising by vessels will be permitted except for hand power vessels under 20'. All boaters will comply with Coast Guard Rules of the Road.
- 20.2** Within harbors, vessel operators will control their speed so as not to leave a wake and will be held responsible for any wake damage.
- 20.3** Advance contact shall be made with the Port before vessels over 75 feet enter the Harbor.
- 20.4** Tidal conditions will limit the times when deep draft vessels can enter or exit the Harbor. The Port will advise vessel owner of the limitation when initial contact is made. It shall be the vessel owner's responsibility to determine the best time (based on tides) to enter or exit the marina. Should the vessel become grounded within the harbor the owners shall take immediate action to resolve the situation. Owner shall immediately notify the Port of such occurrence, and whether there is any potential for spills.
- 20.5** Weather conditions, specifically high winds may impact a vessel while entering or exiting the Harbor. Large vessel traffic throughout the harbor is not recommended at times when the wind speed is greater than 20 MPH. (See also 225.1)
- 20.6** Given the limitations listed above, some vessels may be required to utilize an assist vessel to help while maneuvering within the Harbor. It is the vessel owner's responsibility to contract for and coordinate such assistance.
- 20.6** The Port will provide a guide boat and operator to move ahead of large vessels, when necessary to clear fairways and channels of other vessels underway as the large vessel enters or exits the harbor.

### **21. MOVING OF VESSELS:**

Vessels, when unattended, must be securely moored with adequate lines. Absolutely no lines shall cross walkways.

**21.1** After attempting to contact the vessel owner or operator, the Port reserves the right to move vessels for the protection of life or property.

**21.2** The Port reserves the right to move vessels that are in leased slips in error and/or along linear areas to maximize the most efficient use of space.

**22. USE OF SLIP**

**22.1** The Port may make any assigned berth available for use by others for any period of its non-use by lessee.

**22.2** Any time a leased slip will be vacant 48 hours or more, the moorage tenant is to notify the Harbormaster of such vacancy. If a lessee returns to his slip without notifying the Port and his/her berth is occupied, the lessee will tie up in another area designated by the Port until the assigned slip is available as determined by the Harbormaster.

**22.3** If a tenant has a boat smaller than the designated berth limits, and wishes to keep the larger slip, the Port may move the smaller boat into an appropriate area and use the larger slip for other moorage. The tenant will continue to pay for the larger slip during this period or be reassigned to a smaller berth permanently.

**23. COMMERCIAL USE OF MARINA:**

No commercial business use of facilities on Port properties will be allowed unless a lease/permit has been granted by the Executive Director or Board of Commissioners. The requirements and conditions for such permits shall be prescribed in separate instructions.

**24. RESPONSIBILITY:**

The Port will not be responsible for special requests concerning the well being and maintenance, (bilge pumps, heaters, lights, lines etc.) of any objects stored/moored on Port Properties.

**25. OVERSIZE VESSELS:**

The maximum overage will be 2' over the slip size unless specifically permitted by the Harbormaster.

**26. STORAGE ON PIERS:**

**26.1** No storage is permitted on piers or fingers except for gear lockers in approved areas. Oily rags, open paints, or other inflammable or explosive material must not be stored in locker boxes or other Port facilities.

**26.2** All boat owners, operators, crew or guests using the Port area or its facilities for moorage or otherwise shall keep their boat, gear locker, boathouse, net areas, and the pier or finger vicinity of his boat neat, clean, orderly and shipshape.

**26.3** All dock boxes must be approved by the Harbormaster and maintained by the owner.

**27. DINGHIES:**

**27.1** Storage of rafts, nets, reels and other items of equipment will only be aboard vessel or in areas designated by the Harbormaster.

**27.2** Rowboats, skiffs, dinghies, may be stored in the water, with the primary boat, as long as the primary boat is in the slip or will be absent less than 48 hours. Such storage may not encroach upon space allocated to adjacent slips.

**27.3** Any of the above items or other equipment or gear, left without proper storage arrangements will be in violation of the rules and subject to impoundment by the Port.

**28. FENDERS:**

**28.1** Installation of fixed or permanent fenders may be installed to any float only with prior written permission from the Harbormaster.

**28.2** Vessel owners or operators are responsible for their own fenders to protect their vessel and adjacent vessels.

**29. MODIFICATION OF FLOATS:**

No changes to any structure will be allowed.

**30. LANDING STEPS:**

Landing steps shall not exceed one half the width of the finger pier, and must be capable of being removed at the Harbormaster's request.

**31. INSPECTION OF PREMISES:**

The Port reserves the right to inspect any of the leased/rented premises at anytime. Failure to inspect shall not be deemed to create any responsibility upon the Port.

**32. WAITING LIST POLICIES**

In accordance with the U.S. Army Corp. of Engineers Mandate, Permanent Moorage at the Port Boat Haven is available on a first come, first served basis. As the demand for moorage is greater than the availability, it is normally necessary to go on a waiting list to receive a permanent berth.

Waiting List Policy

Moorage at the Port of Port Townsend Boat Haven shall be open to all on equal terms.

Waiting List & Moorage Assignment Procedures

**32.1** It is the Port of Port Townsend's policy to process the waiting list by date of application, the earliest date receiving first consideration. Moorage is assigned in that order with consideration given to overall length, beam and operating characteristics of the vessel.

A "Request to Move" list shall be maintained to accommodate those existing tenants that are seeking re-assignment (i.e. Upgrade or downgrade size) of moorage space. The "Request to Move" list shall have priority in berth assignments, based on seniority date and request to move date. To receive a slip transfer from the "Request to Move" list tenants existing account(s) with the Port must be paid up to current status.

**32.2** The waiting list applicants must fill out the waiting list form and indicate the OAL of vessel (if they have one) including bowsprits, dinghies and other appurtenances. Applicants designate preferred slip size(s) whether or not they have a boat.

**32.3** A non-refundable wait list/administrative fee will be required in order to be placed on any waiting list (the only exception is undesirable moorage), and must be renewed on an annual basis.

The “Request to Move” list fee is a one-time fee per listing. This fee is for the same amount as the original wait list application fee.

**32.4** Each applicant will be charged an annual non-refundable waiting list renewal fee, in the anniversary month of his or her original application. If this fee is not paid by the last day of their anniversary month, the application will be considered invalid. The applicant will be removed from the waiting list with no further rights to moorage under that application. Applicants can update information annually when paying renewal fee. This is the only opportunity to change slip size preferences without being moved to the bottom of the list.

**32.5** Applicants are responsible for keeping the Port advised of current address, telephone numbers, emergency contacts, and informing the Port in writing of any changes in any information on the application.

**32.6** Assignments of moorage shall be from the waiting list and “Request to Move” lists, by taking the top name from the Wait List and alternating thereafter with the top name on the “Request to Move” list.

If a person on either of the lists declines the offered space, the space is offered to the next person on the same list until accepted by someone on that list. If the list is exhausted without an acceptance, the Port staff may offer space to the top name on the other list.

**32.7** When a waiting list applicant is notified of an available slip, they have 10 days to respond. If they do not respond, the next person on the list will be notified and offered the available slip. The first person contacted will be given three (3) opportunities to accept an offered slip after the third offer they will be moved to the bottom of the list

**32.8** RESERVED

**32.9** RESERVED

Applicants who could utilize a larger slip would be offered, but not required to take it. Applicants who turn down a larger slip would remain on the list based on original date. Applicants are moved to the bottom of the list, or removed, when they decline a slip that meets their size requirements (i.e. the smallest slip that accommodates the boat). Slip holders who initially opt for a larger than required slip would be offered the next available smaller slip ahead of the first person on the waiting list.

**32.10** If more than one moorage of the same length and type is available at the same time, the appropriate number of applicants will be sent letters of availability and assigned on a first come, first served basis.

- 32.11** If the Commercial basin has no waiting list, slips will be assigned off the pleasure list. The pleasure list applicant can then go on the slip switch list if he wishes to move to the pleasure section as long as his original waiting list date precedes anyone on the current pleasure waiting list.
- 32.12** Applicants for moorage in the Commercial Basin must provide proof of Commercial Status, i.e. Commercial Fishing License or Charter License.
- 32.13** New slip assignments for permanent moorage and monthly guests, that arrive other than on the first of the month will be charged on a pro-rated basis in 1-week increments as follows:

1 - 7 days = 1 week  
8 - 14 days = 2 weeks  
15 - 21 days = 3 weeks

At the time of pro-rating customer is required to pay the pro-rated month and the following month's charges in advance.

**33. PERMANENT MOORAGE ASSIGNMENT:**

- 33.1** To accept a moorage assignment, each applicant is required to complete a standard Port moorage agreement within 2 weeks of notification and pay appropriate fees.
- 33.2** All past due accounts must be paid in full to receive a permanent moorage slip.
- 33.3** It is the responsibility of the applicant to show proof of vessel ownership when assigned a permanent slip and anytime the Port requests.
- 33.4** The reserve moorage will be on a month to month basis.
- 33.5** Any rate adjustment approved and set by the Commission will be effective for all lessees on the approved date.
- 33.6** Before the Port finalizes any new slip assignment, the vessel will be measured and inspected by Port staff to assure that the vessel fits the slip size designation. If it is found that the vessel does not fit the slip, the applicant will have to re-apply for the appropriate size slip designation and pay established fees.
- 33.7** Charges shall be based on designated slip size or length overall of the vessel, whichever is greater.

**34. TRANSFERS:**

- 34.1** Tenants wishing slip transfers of a different size must apply for the new waiting list.
- 34.2** Tenants wishing slip transfers of the same size will notify the Port in writing. When the next slip becomes available that meets their requirements, the Port will notify the tenant and they will have 5 days to make the change.
- 34.3** In the event that a tenant shall die, the moorage may be transferred to the individual who has legally inherited the vessel, provided that appropriate proof of inheritance and ownership is supplied.

**35. TERMINATION:**

- 35.1** The tenant or the Port will give the other party in writing at least two weeks notice before termination. Tenants will pay for the month on which termination occurs at the month or daily guest rate whichever is less.
- 35.2** In the event that a Tenant does not pay the fees and other charges which have accrued to the Port, the tenant has violated the provisions of his agreement, and the Port may, without advance notice, take possession of his/her boat, its tackle, apparel, fixtures, equipment, and furnishings, and retain such possession until all charges are fully paid and any and all other violations of the Agreement have been cured. In addition, or as an alternative, the Port may, on five days written notice, deliver to owner's address stated in his agreement; terminate owner's right to further berthage. The Port maintains the right to collect fees and utility charges under this agreement until such time as the vessel is removed from the Marina. In addition to the balance due, Tenant agrees to pay to the Port a reasonable sum for the Port's expenses and attorney fees.

**36. MONTHLY GUEST MOORAGE:**

- 36.1** Each month, the Harbormaster will determine the type and number of available monthly guest moorage spaces. If the number of current monthly guests exceeds the availability, continuing assignments will be based on the longest standing accounts.
- 36.2** Monthly Guest Contracts are for stays of 30 days at a time or longer. These are not permanent contracts and only assure the tenant of Month-to-Month Moorage.
- 36.3** A Monthly Guest Agreement must be filled out, and payment of posted rates is due in advance (R&R 32.13 for prorating and 3.22 Summer/Winter Definitions apply). Once on Auto Billing the account must be paid by the 10th of each month. In the event the Monthly Guest becomes 30 days past due, the moorage shall be terminated, and charges revert to posted nightly Moorage charges and late fees shall be added.
- 36.4** Termination: The Monthly Guests must give two (2) weeks notification in writing,

and follow all other Port Rules and Regulations. Also, see R&R 35.1 & 35.2.

**36.5** Monthly Guests must be willing to relocate to another slip/space upon request by the Harbormaster, due to the fact permanent tenants return date is not always definite.

**37. NIGHTLY GUEST MOORAGE:**

**37.1** All vessel owners or operators are required to register at the Port Moorage Office immediately upon arriving at Port facilities. Payment of fees will be done in advance of service requested.

**37.2** Vessels arriving after normal business hours will register immediately at the self registration board.

**37.3** Any vessel which is not registered may be subject to impoundment fees and/or towing fees. If there is not available space in the water, the Port reserves the right to haul unregistered vessels and place in dry storage at the owner's expense. All fees must be paid in full to release vessel.

**37.4** To be properly registered, an owner/operator must fill out a guest registration card. Fees must be paid in advance.

**37.5** Guest moorage will be accepted when space is available, on a first come, first served basis.

**37.6** Any vessel arriving between 1500-0800 hours will be required to pay the overnight fees.

**37.7** Any guest entering harbor between 1300-0800 who stays longer than 30 minutes will be charged the nightly rate.

**37.8** Guests will be paying for space in the harbor. The assigned slip number may not always be available for the duration of the guest's stay so it will be their responsibility to move, if requested by the Harbormaster.

**37.9** Check out time is 1200 hours.

**37.10** Moorage fees for guests will be assessed the current guest moorage fee based on overall length of the vessel whether tied alongside the dock, in a slip or in a rafted position.

**37.11** Guest vessel fees must be current or they are considered unregistered.

**37.12** Any guest on monthly rate who is a live-aboard must have a live-aboard permit.

**37.13** In the event that the Port is unable to make contact with an unregistered guest, a mandatory charge to cover labor overhead and insurance will be charged to any vessel which must be moved or locked up by the Port.

**38. VISITING CHARTER VESSELS:**

Any visiting charter vessel loading or unloading passengers will be subject to the payment of passenger boarding fees in addition to established nightly guest mooring fees.

**EXTRA WIDE VESSELS:**

- 39.1** The Harbormaster may assign areas within the harbor for moorage of extra wide vessels. Some of these areas may be designated "reserve slips" and assigned according to regular assignment procedures. Other areas will be available for transients or guests. The Harbormaster has final authority to determine the specific areas and the acceptability of any vessel for such area.
- 39.2** Port moorage staff shall make every attempt to accommodate boats, primarily by arranging boats so that wide boats will be moored with narrower boats.
- 39.3** In the event that this is not possible, and an irreconcilable difference arises, the boat which has occupied the slip the longest would have priority.

**40. UTILITIES:**

**41. ELECTRICITY:**

- 41.1** Lessee shall pay for electrical service and other utilities or services at the established fee schedule. The Port does not guarantee continuity of utility services to a vessel, nor the characteristics or compatibility with the vessels internal systems.
- 41.2** The tenant must sign a hookup form to receive a new utility service. The tenant will be responsible for all service fees charged according to an established fee schedule. The tenant is also responsible for signing a disconnect notice when utility services are no longer required.
- 41.3** Any damage caused by misuse or negligence by the lessee will be repaired by the Port and repair costs charged to the tenant.
- 41.4** All shore power cords connected to any Port electrical outlet must be an exterior grade cord and must have an AMP capacity rating which matches or exceeds the rating of the outlets. Also, these cords must have weather proof boots on the ends.
- 41.5** All shore power cords connected to any Port electrical outlet shall be secured between vessel and outlet in such a manner as to prevent creating a hazard (i.e. tripping), and to prevent cord from hanging in the water.

**42. WATER SERVICE:**

- 42.1 Water service is provided at several locations on all floats.
- 42.2 Winter service: All water lines on all floats will be turned off and drained during freezing temperatures. When the temperature is above freezing, the water service may be reinstated, if possible. The Port does not guarantee uninterrupted water service.

**43. TELEPHONES:**

- 43.1 All Tenants desiring phone service slip side, must complete a phone service request form at the moorage office and obtain approval from the Harbormaster prior to installation.
- 43.2 All phone service installations in the Marina must be accomplished by the Port's approved installer, with the tenant being responsible for installation charges.
- 43.3 All service contracts will be between the tenant and the telephone company. The Port will not accept any responsibility for this service.

**44. SEWAGE:**

Discharge of waste or other contaminated material from vessels in the Marinas is strictly prohibited. Vessels that discharge contaminated waste, particularly raw sewage, will be subject to revocation of their moorage privileges and forfeiture of their assigned slip.

- 44.1 The Port provides pump-out units on the ship dock and at the registration dock.
- 44.2 All vessels being hauled out must pump-out all black and gray water tanks prior to being lifted. Established Port rates shall be applied.
- 44.3 Vessel owners with vessels having holding tank capacities in excess of 500 gallons are required to contract with a licensed bonded private septage hauler to pump tanks, after obtaining permission from the Harbormaster.
- 44.4 Care must be taken to prevent accidental spillage during pump-out operation. The Vessel owner is responsible for all costs associated with clean up should a spill occur.

**45. GARBAGE:**

- 45.1 All refuse must be placed in containers provided for that purpose. Depositing household refuse in Port containers is prohibited and violators will be subject to a clean up fee of at least \$320.00.

- 45.2 No garbage, trash, oil, fuel, debris or other materials, liquid, or solid, shall be deposited in the water, on the piers, or on the land areas of the Port facilities. Where designated, all refuse must be properly separated for recycling. Any person leaving trash or other items on Port properties and not properly in a dumpster will be responsible for the cost of disposal.
- 45.3 All leased properties will provide or contract for their own garbage disposal.
46. **LIVE-ABOARDS RULES AND REGULATIONS:**
- 46.1 Anyone interested in living aboard must apply for a Live-aboard Permit at the Moorage Office.
- 46.2 During the month of January all live-aboards must re-apply for a Permit if they intend to remain in a live-aboard status. Current Live-aboard Permits must be posted in a visible location on the vessel.
- 46.3 Live-aboards must own the live-aboard vessel. Renting vessels to people seeking live-aboard status is not allowed.
- 46.4 All live-aboard vessels must be capable of leaving the Marina under its own power.
- 46.5 All live-aboard vessels must meet U.S.C.G. requirements for Recreational Boats.
- 46.6 The Harbormaster will determine if a vessel is properly equipped (i.e., Marine Sanitation Device, Fire Extinguisher), to be eligible for live-aboard status.
- 46.7 Live-aboards will be charged a monthly Live-aboards fee as adopted by the Port Commission.
- 46.8 There shall be no more than 85 vessels permitted live-aboard status in the Boat Haven Marina.
- 46.9 Should the requests for live-aboard status exceed 85, then the Harbormaster shall maintain a waiting list based on a “first applied-first approved” basis.
- 46.10 Live-aboards will comply with all Port Rules and Regulations.
- 46.11 Live-aboards are not allowed in the moorage areas designated as “Undesirable Moorage.”
- 46.12 All live-aboards must provide proof of sufficient use of pump-out facilities or pump-out service.
47. **LIMITED ACCESS:**

**47.1** The areas designated by the Harbormaster to be called limited access moorage will be charged at 75% of the reserve moorage rate, assigned from the waiting list and charges will be based on space size or vessel whichever is greater. In these areas, the tide restricts movement of the vessels. The Port will not accept any responsibility for vessels trapped by the tide, or any damage that may occur due to other vessels maneuvering through the channel.

**47.2** Power to these areas is not guaranteed and in most cases is not available. No rafting in these areas will be allowed unless permission of the Harbormaster is obtained and the overnight guest fee is paid.

**48. UNDESIRABLE MOORAGE:**

**48.1** The areas designated by the Harbormaster called undesirable moorage will be charged at 50% of the reserve moorage rate.

**48.2** These areas are affected by the tide and during low tides there may be no water. The Port will accept no liability or responsibility for any damage occurring to vessels moored in these areas.

**48.3** These areas will be charged at the boat's overall length.

**49. YACHT CLUB MOORAGE:**

**49.1** The Port will allow assignment of one or more slips to the yacht club at the current reserve moorage rates. They will not be allowed to sublease their slip except for reciprocal purposes.

**49.2** The yacht club space is subject to all the rules and regulations of the Port with exception to all items in section 22.1 & 22.2 during the summer months only.

**50. BUSINESS SPACE:**

**50.1** The areas designated as business space by the Harbormaster shall be charged at 25% more than the current reserve moorage rate.

**50.2** A copy of a current business license shall be provided by the business receiving moorage. Businesses may pass on charges to their clients not to exceed the amount paid to the Port.

**50.3** Businesses will be responsible for any utility charges. Rafting in areas that will not affect the navigation of other vessels may be allowed.

**50.4** Businesses must sign a liability waiver releasing the Port from any liability.

**50.5** Business space will be assigned from a business waiting list.

**50.6** Assignment of business space will be restricted to linear areas.

**50.7** These areas will be charged based on designated space size or the length overall of the Vessel, whichever is greater.

**51. WORK PIER MOORAGE**

Vessels may be moored temporarily at the work pier, either in the lift slot or on the Work float.

**51.1** It is the vessel owner's responsibility to keep a person on watch to adjust mooring lines for tide changes while moored in the lift slot.

**52. CHARTER VESSELS:**

Any vessel chartering out of the Port will be required to provide insurance documents to cover any liability concerned with their customers. They also must provide the Port with a copy of a current business license.

**53. RELOCATION OR RESTRAINT OF VESSELS:**

**53.1** Any vessel that must be moved by the Port or chained to the dock must pay appropriate fees. The Port shall not be responsible for any damage that may occur due to chaining or moving of the vessel.

**53.2** Any person requesting to be moved within the harbor will be charged a relocation fee. Relocations for Port's convenience will not be charged.

**54. IMPOUNDMENT FEE:**

Any objects left on the docks or in the land areas of the Port in violation of the regulations will be removed by the Port and placed in storage. To recover these goods, a \$65.00 service charge in addition to storage charges must be paid in full. After 6 months, the goods will become property of the Port and the use or disposal will be determined by the Port.

**55. REMOVAL OF VESSELS**

If a vessel, the owner of which has been notified to remove the vessel from the marina, is not removed immediately, it may be impounded, and/or removed from the mooring. Any charges for removal and storage will be assessed against the vessel and/or its owner.

**GENERAL:**

**56. AUTHORIZED PERSONS:**

- 56.1** Only those persons who are owners or operators of vessels located on Port property, or the guests of such owners, shall be permitted in the work and storage areas, between the sunset and sunrise.
- 56.2** Only authorized persons are permitted in areas specifically posted for special categories of persons such as work areas.

**57. CHILDREN:**

Children under 12 years of age are not permitted on piers unless accompanied by a parent or other responsible adult. Children under 5 years of age should wear a life jacket on the piers and be under physical control of a responsible adult.

**58. RESERVED**

**59. RESERVED**

**60. BEHAVIOR:**

- 60.1** Loud, boisterous, lewd and lascivious conduct are not permitted on Port property.
- 60.2** Behavior which disturbs or creates a nuisance for others in the marina or on the premises is prohibited.
- 60.3** Drinking alcoholic beverages is prohibited except on licensed premises or on private vessels.

**61. VEHICLE TRAFFIC AND PARKING:**

- 61.1** The Executive Director may establish reasonable traffic and parking regulations as may be required for orderly handling of motor vehicles on the Port's premises, including NO PARKING areas for fire lanes, dumpsters, walkways, lift right-of-way and such other areas as would impede safe and efficient Port operations.
- 61.2** A vehicle parked in violation of signs or regulations may be towed away and impounded, and shall be released only after all charges and costs have been paid.
- 61.3** Overnight camping in vehicles, tents, restroom compounds, etc., is not permitted on any Port property unless specifically approved.
- 61.4** Users of the Port may use only designated areas for parking. All vehicles must be in operating condition and have current registration.

**61.5** All vehicles must display current tabs or are subject to towing at the owner's expense.

**61.6** Short term parking of vehicles in the work yards is permitted, provided the vehicle does not impair the Port's ability to move boats with the Travelift. If a vehicle in the yard is obstructing the Port's operation, the vehicle may be towed at owner's expense.

**62. SWIMMING/FISHING/DIVING:**

Swimming, fishing, water-skiing, and diving in the Port marinas is prohibited, except when authorized by the Executive Director. Diving for the repair or maintenance of vessels is authorized if properly marked. In-water hull cleaning is prohibited.

**63. PETS:**

Pets must be kept on a leash no longer than 10' and in the control of a competent person. Owners of pets are responsible for proper clean up and disposal of animal wastes. Failure to properly clean up after a pet will result in a cleanup service fee of not less than \$50.00. Any unleashed Pets will be subject to impoundment at the owner's expense. If any pet becomes a nuisance, the Port reserves the right to prohibit it from Port Property and/or request removal to the animal shelter.

**64. BIKES:**

Riding and storage of bicycles, motorcycles, mopeds or similar vehicles on piers or floats is prohibited. Storage of the above will be either on owner's vessel, vehicle, or in designated areas.

**65. FIREWORKS:**

The display or use of fireworks on Port premises is strictly prohibited.

**66. CARTS:**

Carts shall be returned promptly by the user to the top of the ramps. No carts shall be taken off Port property. The user must exercise proper care of carts and particularly not overload any cart. User is responsible for any damage caused by abuse of carts.

**67. FIRE EQUIPMENT:**

Fire extinguishers located throughout the Marinas and Yards are to be used only for the fighting of fires. Fire hoses and heavy equipment will be used only by Port staff and/or the fire department.

**68. BULLETIN BOARDS, SIGNS AND MAIL:**

- 68.1 Notes/bulletins on boards should be of nautical purpose and bear the date of posting. Or it will be removed. All public bulletin boards will be completely cleared on the first of every calendar month.
- 68.2 Notes/bulletins of a permanent type should be of nautical purpose, dated and submitted to Harbormaster's office for posting. All unapproved notes will be removed by the Port
- 68.3 All patrons are responsible for their own mail, UPS, FedEx, etc. delivery. The Port will not handle or sign for any deliveries. When circumstances permit, messages may be delivered during the daily dock-walk.
- 68.4 Other than on Public bulletin boards, posting of signs in the Port areas shall be subject to the approval of the Harbormaster.

**69. RESTROOM COMPLEX:**

- 69.1 No pets are allowed in the restroom or laundry complex.
- 69.2 Women and men shall use separate facilities. Restrooms are not co-ed.

**70. NO SMOKING AREAS:**

The public restrooms/laundry compound and Port offices are no smoking areas.

**71. HAZARDOUS MATERIALS:**

The Jefferson county sheriff department is designated as the hazardous materials incident command agency to operate within the boundaries of the Port district. All hazardous materials will be disposed of properly. (See Appendix B: BMP's)

**SPECIAL RATES AND SERVICES**

**CREDIT SYSTEM:**

- 72.1 Any permanent moorage tenant who gives notice that their berth will be available for at least 7 consecutive days, will be eligible to receive a credit equivalent to one thirtieths (1/30) of their monthly rent for each day the Port uses their berth to accommodate a guest. If moorage tenant returns during the period of scheduled absence, and the slip they are normally assigned to is occupied, they will use a slip as assigned by the harbormaster. Tenants account must be in and remain in the current paid status in order to be eligible to

receive credit under this policy. Credits will not be given to vessels in the Port's work-yard under the Moorage incentive program detailed in Article #73.

- 72.2** Use of the credit system is limited to six months in any one calendar year. Tenant may still retain the slip while the vessel is gone, but is not eligible to receive a credit.

**73 MOORAGE INCENTIVE PROGRAM**

- 73.1** This Program is available to all Permanent Moorage tenants utilizing the 70 and 75 ton travelifts and work yard. This program is not available for customers in Limited Access, Undesirable, Business, Yacht Club, or guest moorage assignments. The Program allows for a **Permanent Moorage Tenant** to have their boat in the yard by continuing paying the full monthly moorage charges without storage fees being applied. They do pay round-trip haul-out, wash-down, flat electric, and environmental fees. This Program is only available during the months of July thru February and no longer than 90 days. Normal Port storage charges will be applied to these accounts if the vessel is in the yard longer than 90 days or the tenant must haul in March, April, May, or June. If normal storage charges are applied during these periods the tenant will be eligible to utilize the credit system outlined in paragraph 72.1

**74. SPECIAL INTEREST GROUPS:**

Subject to the approval of the Executive Director, the Harbormaster will consider each special interest group request individually and will make a decision concerning the request based upon its importance on Port operations.

**75. LONG TERM ABSENCE:**

A Permanent Moorage Tenant who requires an extended absence or is between boats may relinquish their slip and retain their original wait list date or first date of assignment whichever is earlier for up to two (2) years. The tenants slip will be re-assigned and the tenant has up to two years to come back on the waitlist utilizing their original seniority date. All wait list rules in rule 32 then apply. After the two year period the tenant must go back on the waitlist and loses all seniority standing.

**76. EXPEDITIOUS COLLECTION OF PORT CHARGES AUTHORIZED:**

**GENERAL**

- 76.1** The Port's Executive Director, Harbormaster or authorized staff are authorized to take reasonable measures, including the use of chains, ropes and locks, or removal from the water, to secure vessels within the Port facility so that the vessels are in the possession and

control of the Port and cannot be removed from the Port facility. These procedures may be used if an owner mooring or storing a vessel at the moorage facility fails, after being notified that charges are owing, and of the owner's right to commence legal proceedings to contest that such charges are owing, to pay the Port charges owed or to commence legal proceedings. Notification shall be by certified mail at the last known address. In the case of a guest vessel, or where no address was furnished by the owner, the Port need not give such notice prior to securing the vessel.

An authorized Port employee shall attach to the vessel a readily visible notice. The notice shall be of a reasonable size, and shall contain the following information:

- a. The date and time the notice was attached.
- b. A statement that if the account is not paid in full within 90 days from the time the notice was attached, the vessel may be sold at public auction to satisfy the Port charges; and
- c. The address and telephone number where additional information may be obtained concerning the release of the vessel.

**76.2** After a vessel is secured, the Port shall make a reasonable effort to notify the owner by registered mail in order to give the owner the information contained in the notice.

## **77. MOVEMENT OF VESSELS**

The Port's Executive Director and/or his assigned subordinates are authorized to move vessels ashore for storage on Port property, if the vessel is, in the opinion of Port personnel, a nuisance, if the vessel is in danger of sinking or creating other damage, or is owing Port charges. Costs of any such procedure shall be paid by the vessel's owner.

## **78. PAYMENT OF CHARGES & RELEASE OF VESSEL**

If a vessel is secured under or moved ashore, the owner, who is obligated to the Port for Port charges may regain possession of the vessel by: Making payment to the Port of all Port charges, or by posting with the Port a sufficient cash bond or other acceptable security, to be held in trust by the Port pending written agreement of the parties with respect to payment by the vessel's owner of the amount owing, or pending resolution of the matter of the charges in a civil action in a court of competent jurisdiction. After entry of judgement, including any appeals, in a court of competent jurisdiction, or after the parties reach agreement with respect to payment, the trust shall terminate and the Port shall receive so much of the bond or other security as is agreed, or as is necessary to satisfy any judgement, costs, and interest as may be awarded to the Port. The balance shall be refunded immediately to the owner at his last known address.

## **79. ABANDONED VESSELS:**

If a vessel has been secured by the Port and it is not released to the owner under the bonding provisions within 90 days after notifying, or attempting to notify the owner, the vessel shall be conclusively presumed to have been abandoned by the owner.

**80. SALE OF VESSELS:**

**80.1** If a vessel moored or stored at the marina is abandoned, the Port's Executive Director and/or his assigned subordinates may, by resolution of its authority, authorize the public sale of the vessel by authorized personnel to the highest and best bidder for cash as follows:

- a. Before the vessel is sold, the vessel owner, if known and can be located shall be given at least twenty days notice of the date and time of the sale. The notice shall contain the time and the place of the sale, a reasonable description of the vessel to be sold, and the amount of Port charges owed with respect to the vessel. The notice of sale shall be published at least once, more than ten but not more than twenty days before the sale, in a newspaper of general circulation in the County in which the moorage facility is located. Such notice shall include the name of the vessel, if any, the last known owner and address, and a reasonable description of the vessel to be sold. The Port may bid all or part of its Port charges at the sale and may become a purchaser at the sale.
- b. Before the vessel is sold, any person seeking to redeem an impounded vessel under this section may commence a lawsuit in Jefferson County Superior Court to contest the validity of the impoundment or the amount of the Port charges owing. Such lawsuit must be commenced within ten days of the date the notification was provided pursuant to "subsection I" of this section, or the right to hearing shall be deemed waived and the owner shall be liable for any Port charges owing the Port. In the event of litigation, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- c. The proceeds of a sale shall first be applied to the payment of Port charges. The balance, if any, shall be paid to the owner. If the owner cannot, in the exercise of due diligence, be located by the Port within one year of the date of sale, the excess funds from the sale shall revert to the Department of Revenue pursuant to Chapter 63.29 RCW. If the sale is for a sum less than the applicable Port charges, the Port is entitled to assert a claim for a deficiency.
- d. In the event no one purchases the vessel at a sale, or a vessel is not removed from the premises or other arrangements are not made within ten days of the sale, title to the vessel will revert to the Port.

**TRAVEL LIFT AND STORAGE RULES AND REGULATIONS**

## **81 TRAVEL LIFT SERVICES:**

The Port operated Travelift's will be used to haul boats for repairs in the yard or for quick inspections. Also re-blocking within the yard can be done.

### **81.1 Scheduling Haul-out**

The Port offers the haul-out service on a pre-arranged basis. Scheduling is through the Yard office and can typically require lead times of up to two weeks

**81.2** At the time the haul-out reservation is made, owner will need to provide information on the vessel; to include dimensions, approximate weight, and general condition, also preferred service dates, services needed, etc.

### **82. Haul-out Agreements**

Prior to the haul-out, the owner must fill out and sign the haul-out agreement and hold harmless forms. Also, owner and all crew members, which will be performing work on the vessel while it is in the yard, must first receive the Port briefing on Environmental "Best Management Practices" BMP's. (See Appendix: "B"). Prior to haul-out, the boat owner/operator should insure that he is protected by liability and property damage insurance. Insurance should cover weather damage, any act of GOD or tampering with blocking will not be covered by the Port.

### **83. Pre-Haul Inspection**

Prior to haul-out the hoist operators will meet with the owner to inspect the vessel. Owner should also provide any engineered drawings, sketches, photographs, etc. which will help in determining placement of straps and blocking.

**83.1** Vessel's bilge will be inspected prior to lift. If the bilge has oily water, the owner must clean it out prior to lift to avoid accidental discharge.

**83.2** A round trip haul-out will include the following services: A lift out of the water and the return trip into the water or onto a trailer. For an additional fee, the owner or representative will have use of the pressure sprayer after hauling out (see posted rate schedule). All washing will be accomplished at area designated by the Harbormaster. Owner is required to provide scrub brushes, scrapers, tools, etc. for cleaning the bottom of the vessel. No detergents or chemicals that would cause water pollution will be allowed. The Port shall provide the blocking materials and labor for blocking the vessel. Requests for non-standard blocking will be considered. There may be an additional charge for such blocking.

**83.3** Boats that are ready to return to the water shall be given a short interval, after the vessel is lifted from the blocking to touch up holidays left by the cradle. Owner may provide

cardboard, wax paper, or old carpet to place between straps and vessel's hull before the boat is picked up.

- 83.4** An inspection haul-out will be a lift out of the water, hang in the slings for a short interval and return to the water. Ship hoist vessels are allowed up to two hours for an inspection.
- 83.5** One way hoist, is a lift of a boat one time either in the yard for re-blocking or onto a trailer. The pressure sprayer is included in this service.
- 83.6** Re-blocking of vessels either to a different location within the yard, or to rearrange the blocking to facilitate work requires advance reservations, and approval of the new blocking set up by the Port's hoist and yard supervisor.
- 83.7** Charges for the lift commence at the time scheduled unless the Port operator is not ready. Time of completion is when Port operator and travel lift or other Port equipment is no longer engaged in handling the vessel.
- 83.8** Use of the travel lift for operations other than those above, or where delay is encountered on above operations, will be charged according to rate schedule.
- 83.9** In high winds or other extreme weather conditions, all operations of the lift will be shut down until such time as the lift operator determines it safe to resume.
- 83.10** All charges must be paid in full at the end of each month or before vessel is returned to water.
- 83.11** Charges for the hoist are based on vessel's hull length.
- 83.12** Appointments may be canceled if the owner or representative is more than 15 minutes late. It is then the owner/rep. responsibility to make a new appointment.
- 83.13** No one shall be on board vessel while the lift moves to blocking location.
- 83.14** Port employees are not authorized to perform any work on boats other than necessary to haul, block, or wash boats.
- 83.15** All equipment, vessel attachments and technical gear, including masts and stays, must be secured by the owner, prior to lift. The hoist operator may authorize equipment or attachments may be loosened or removed.
- 83.16** It is the owner/rep. responsibility to consider the hoist requirements when modifying the vessel by adding bait shed, rolling chocks, stabilizers, transducers etc.
- 83.17** The Port is not responsible for damage due to strap placement. It is the owner/rep. responsibility to inform hoist operators of the location of shafts, props, transducers, knot

meters, or any other fixture which could be damaged by strap placement. The Port is not responsible for damage caused to hard chines, bilge keels, rubbing strakes etc. or underwater damage caused by improper location of slings.

- 83.18** Prior to lift the boat owner/operator is responsible to insure all gear and equipment in/and on the vessel is secured against lurching or swinging of vessel.
- 83.19** Due to the unique and time consuming requirements that Catamarans and Tri-marans pose to being hauled, multi-hulled vessels shall be charged at 150% of round-trip hoist rates based on LOA of vessel.
- 83.20** Boats that require an immediate haul-out after placement in the water must pay re-block fees. Boats that have been released from slings will use inspection procedures.
- 83.21** The Port's 300 ton travelift is equipped with scales and alarms. If we reach the safe operation limit of the hoist prior to the vessel being all the way out of the water, the vessel will be immediately placed back in the water.
- 83.22** If the load limit is reached and vessel must be set back in the water, the owner will have the option of trying to remove enough weight from the vessel to get within limits or go to another facility. Attempted lift fees will be applied.
- 83.23** Vehicle and heavy equipment (i.e. cranes, trucks, forklifts, etc.) access to the marina is provided at the concrete ship haulout pier only. No vehicle or heavy equipment is allowed on the wooden boat haulout pier.
- 84. Work Pier & Work Float**  
During times that the travelift is not utilizing the pier, it will be available for a variety of uses. i.e.: moorage at the work float and in the slot, loading/unloading, crane work, rigging, etc.
- 85. Reservations**  
All uses of the work pier require advance reservations through the Yard office.
- 86. Work Pier Vehicle Access**  
Vehicle access is permitted on the pier only with prior arrangements through the Yard office.
- 86.1** Proof of Liability insurance and Hold Harmless Agreement (See Appendix, Exhibit "B") will be required as well as business license(s), and any equipment certifications required by the state or local ordinances. These documents must be provided to the Port prior to equipment accessing the pier.
- 86.2** Cranes or other equipment must keep their outriggers within the designated areas along the sides of the pier.

- 86.3** Load limits shall be strictly adhered to at all times.
- 87. Work Pier-Projects**  
Small projects can be done on vessels from the work pier deck, by reserving space, for a specific time, through the Yard office.
- 87.1** A project plan must be submitted prior to beginning work on the vessel. This plan will show how safety and environmental issues will be handled.
- 87.2** Nothing shall be erected or placed on the pier in such a manner that it could not be relocated to accommodate an emergency haul-out.
- 87.3** Environmental Policies are the same for projects from the pier as they are for moorage. (See Appendix Exhibit B).
- 88. Washdown**  
In order to meet Federal water quality standards the Port has installed vessel wash-down facilities to capture, contain and treat wash-down water. This facility is used to wash the growth from vessel bottoms after haul-out and prior to blocking in the yard.
- 88.1** The washing of boat bottoms will be done on the Port's wash-down slab ONLY, and no where else on Port property.
- 88.2** The use of detergents, cleaners, or solvents in conjunction with the pressure wash is absolutely prohibited. These products pose treatment and disposal problems.
- 88.3** Vessel owners have the option of washing the vessel themselves or hiring Port staff. If owner wishes to pay Port staff, arrangements must be made at time haul-out is booked.
- 88.4** Pressure washing of the vessel's bottom often generates solid waste which must be properly disposed. Solid waste disposal charges shall be billed separate from wash-down charges.
- 88.5** The vessel owner or anyone assisting or contracted by the owner to wash vessel's bottom must follow established wash-down procedures.
- 88.6** Abuse or damage of the Port wash-down facility by the vessel owner or contractor while utilizing facility will be repaired by Port staff and the vessel owner will be charged on a time and materials basis.

- 88.7 With a round-trip hoist, the vessel owner is entitled to a maximum of 30 minutes (Boatyard) and 2 hours (Shipyards) use of the wash-down facility. If more time is required to complete washdown, established Port rates apply.
- 88.8 Care must be taken while the vessel is on the wash-down slab to prevent anything other than wash-down water from entering the sumps in the center of the slab.
- 88.9 If problems are encountered during wash-down operations, Port staff is to be notified immediately. Customers will not attempt to fix Port equipment.
- 89. **Vessel Blocking**  
As part of a round-trip hoist, the Port will provide blocking materials and Port staff will provide the labor to block up vessels in the yard.
- 89.1 Port staff, working with the owner and using owner's engineered drawing, photo's, etc., will determine the best way to block vessel.
- 89.2 If an owner requests extra blocking beyond what Port staff proposes, the established extra blocking rate will apply.
- 89.3 If an owner requests a different blocking arrangement from what staff proposes, we will consider these requests with Port staff having final say on acceptability. If agreement cannot be reached, the vessel will be put back in the water and regular hoist fees will apply.
- 89.4 Altering of the blocking as set by Port staff for any reason will terminate responsibility by the Port. Port staff will correct the blocking and labor charges will be applied.
- 89.5 Any cutting of the blocking cradles or damage to any blocking materials other than by normal wear and tear will lead to charges to replace damaged blocking.
- 89.6 Tying off of tarps, etc. to any of the blocking materials is prohibited.

**90. WORK YARD AREAS OF THE PORT OF PORT TOWNSEND:**

The entire Port Townsend Boat Haven site is operated under a National Pollutant Discharge Elimination System (NPDES) waste discharge permit administered by Washington State Department of Ecology. This permit governs all activities which potentially impact the environment.

**90.1 Working on Vessels**

Vessels will be placed in the yards in order to accomplish a variety of projects. Owners may do the work themselves or utilize the vessel's crew or contract with local Marine Trades and Marine Trades Service Providers from out of the area.

- 90.2** It is the vessel owner's responsibility to make sure that all individuals working on the vessel are aware of the Port Rules and Regulations and particularly the BMP's. Failure to do so may lead to Termination of Work Privileges and Enforcement action as detailed in Appendix: Exhibit "I"
- 90.3** Prior to beginning work on the vessel, the vessel owner is required to complete a "USE Agreement"(See Appendix: Exhibit "F") with the Port.
- 90.4** A project plan must be submitted to the Port at the time the use agreement is signed. This plan must contain the following information: Details of the work to be accomplished; List of Service Providers and Vendors to be used; Estimate of time to complete project; Detail on how Safety and Environmental concerns will be met.
- 90.5** All Contractors and Service Providers working on Port property must provide the Port with proof of current business licenses, an executed copy of the Hold Harmless Agreement (See Appendix, Exhibit "B"), and meet all other requirements of the Port's Independent Contractor Agreement (See Appendix # "H") It is the vessel owner's responsibility to make sure the Port is provided the information.
- 90.6** The Port will maintain a file and list of Contractors and Service providers that have submitted the information required in Section 243.3
- 90.7** If a vessel owner intends to use or needs to have larger equipment i.e.: cranes, delivery trucks, etc. access to the vessel, arrangements must be made with the hoist and yard supervisor.
- 90.8** The Port does not provide ladders, tools, extension cords, or similar equipment. The owner must provide all gear, equipment and labor. All tools, equipment and supplies must be kept aboard or in an approved storage unit, when not in use.
- 90.9** Anyone interested in living aboard while their vessel is in the yard must apply for a Live-aboard Permit at the Yard office. (see #99.15 - #99.20 for additional requirements).
- 90.10** Storage charges on accounts that are prepaid will commence on the day after the haulout and charges will run through the day before return to the water.
- 90.11** All charges must be paid in full before any discount is provided.
- 90.12** Paint spillage and any overspray must be cleaned up immediately. Spray painting is not permitted if overspray may occur. The owner should always take the appropriate steps such as tarps or barriers to protect nearby boats and vehicles.

- 90.13** Empty cans, scraps of lumber, paper or other debris must be placed in containers provided for that purpose. Area must be left clean and orderly prior to leaving daily. If area is not cleaned, the Port may charge owner for clean up and disposal.
- 90.14** Hazardous or volatile materials or procedures which can endanger other boats and persons are not permitted at any time.
- 90.15** Oil, paint, and other volatile liquids or debris must not be permitted to enter sanitary drains, thrown in the water or dumped on the ground. All hazardous materials must be disposed by approved means.
- 90.16** Everyone engaged in work will be considerate to their neighbors and take care not to interfere with the work of other boat owners in the area.
- 90.17** Altering or cutting the blocking cradle by customer, will result in an appropriate charge, and will terminate any Port responsibility.
- 90.18** For large amounts of refuse, owners should request the dump truck to be parked next to the vessel. The owner will be charged for the dump fee at the Jefferson County dump.
- 90.19** Violators of these regulations will be required to bring their account current and remove their vessel from the Port property within 15 days of written notice from the Harbormaster. They will also be required to pay for any damage or necessary clean up prior to departure.
- 90.20** Charges will be billed the first of the month following haul out, and must be paid within 20 days. Delinquent accounts will be billed a late charge.
- 90.21** The area around your vessel in the yard must be clean before vessel is launched or a clean up fee will be charged.
- 90.22** Work yard charges are based on the overall length of the vessel.
- 90.23** Live-aboard must own the live-aboard vessel. Renting of vessels to people seeking a live-aboard position is not allowed.
- 90.24** All live-aboard vessels must be registered with the Port and have a current Live-aboard Permit on the vessel.
- 90.25** Upland Live-aboard Permits are good for three months at a time, and are only valid while work is being performed on the vessel.
- 90.26** Upland Live-aboard Permits may be renewed once, for a maximum of six months in a 12 month period, provided substantial progress is being made on the vessel repairs. Renewal applications will be considered by the Harbormaster or Executive Director.

- 90.27** Live-aboards will be charged a monthly live-aboard fee. In addition they will pay the established flat rate electrical fee per month.
- 90.28** Port Townsend Boat Haven (Live-aboards) who are eligible for the Port's Credit and incentive programs, and have moved their vessel into the Port's work yards will be charged their normal moorage and Marina live-aboard fees. In addition the established flat rate electrical fee per month.
- 90.29** Live-aboards will comply with all Port Rules and Regulations.

**91. Shipyard Work Areas**

Also see Section #90 Work areas of the Port of Port Townsend.

The Port Townsend Shipyard is defined as those Port owned yard areas west of Boat Street.

- 91.1** The Shipyard is to be used for the placement of vessels while work is being performed. Also these areas may be used for storage of miscellaneous boat or marine gear and equipment associated with a vessel in the yard. Established Port rates apply to anything stored on Port property.
- 91.2** Everything stored in the Port yards must be pre-approved by Port staff and a storage agreement must be completed prior to occupying the space.
- 91.3** Port staff, specifically the Port's hoist and yard supervisor has the authority to designate where vessels will be sited and where miscellaneous gear and equipment can be stored.
- 91.4** A vessel work space is defined as the Length Overall (LOA) of the vessel by 32 feet wide (which is the inside dimension of the travelift).
- 91.5** If a vessel owner needs more space around the vessel for staging, equipment, or gear and supplies storage, arrangements must be made with the hoist and yard supervisor. Fees for this are based on the established Port rate per square foot.
- 91.6** If a vessel owner intends to use or needs to have larger equipment i.e.: cranes, delivery trucks, etc. access to the vessel, arrangements must be made with the hoist and yard supervisor.

## **APPENDIX “A”**

### **FUELING:**

The Port operates the fueling services. All Fuel Truck deliveries to vessels at the PTBH must be arranged through the Port.

1. The fuel area will be used only to transfer fuel. No mooring.
2. No smoking in fueling area. Engines will be turned off before fueling vessel.
3. No barbecues, or open flames will be allowed. No unattended vessels will remain moored in fueling area.
4. No fueling across rafted vessels.
5. No fuel truck deliveries from ramps, loading zones, work docks, or any Port facilities except fueling dock will be allowed without permission from the Harbormaster.
6. Boat owners are allowed to carry small quantities of fuel to their boats but should exercise due caution while fueling at their slip as they will be responsible for clean up of any fuel spills and fines associated with this.

## **APPENDIX “B”**

### **Environmental**

The entire Port site is operated under a National Pollutant Discharge Elimination System (NPDES) waste discharge permit administered by Washington State Department of Ecology. This permit governs all activities which potentially impact the environment.

#### **WORKING ON VESSELS IN THE WATER:**

1. All construction and repairs involving extensive power sanding and spray painting must be done in the approved areas only and not on the water. Only repairs that will not cause debris to fall in the water will be allowed. (See “Best Management Practices.” (See Appendix “B”).
2. Construction and repairs on vessels in the water may only be done if BMP’s are strictly adhered to.
3. Between the hours of 7:00 p.m. and 7:00 a.m. work involving loud noises or bright lights is not allowed.
4. No in water hull cleaning below the water line shall be performed in the Marina.
5. All welding or “Hot” work on vessels in the water must have prior approval from the Harbormaster. The Harbormaster may require that the Port Electrician inspect the equipment and power leads while in use to insure proper grounding.

#### **WASTE OIL:**

All waste oil will be disposed of in receptacles provided for this purpose. Gasoline, paint thinners, solvents and other flammables shall not be deposited in waste oil facilities.

## **Marina BMP'S**

### **Engines & Bilge**

- Use absorbent bilge pads to soak up oil and fuel, when finished double bag the pads in plastic bags, tie the tops, and dispose in dumpsters.
- Recycle all waste oil in waste oil tanks at the environmental centers. Small amounts of diesel fuel may also be disposed of in waste oil tanks, but absolutely nothing else.
- Dispose of contaminated or old gasoline at the Household Hazardous Waste facility in the boatyard. Oil Filters are to be sealed in plastic bags and taken to the Household Hazardous Waste facility.
- Batteries are to be recycled at the Household Hazardous Waste facility.
- Anti-freeze and most engine maintenance products must be disposed at the Household Hazardous Waste facility.
- Discharge of contaminated bilge water is illegal.
- Do not dispose of fuels, or waste oil in the dumpsters.

### **Boat Maintenance and Cleaning in the Marina**

- Absolutely no scrubbing of boat bottoms while boat is in the water. This can be done only at the upland wash-down facility.

### **Painting and Varnishing**

- Limit the amount of open solvents or paints on dock to one gallon.
- Always mix paints and epoxy over a tarp.
- Always use a drip pan and drop cloth.
- Spray painting is not allowed within the marina.
- Use up remaining bits of paint by spreading on an old board, and allow can to dry before disposing in dumpsters.
- Do not dispose of paints or solvents in the marina's dumpster.
- Contact Moorage Office for nearest recycling and disposal locations.
- Use phosphate-free biodegradable cleaners and teak cleaners.
- Liberally use tarps to capture all scrapings, debris and drips.
- Stretch tarps between side of boat and dock when working over the water, and vacuum dust and debris every time the tarp is moved, or at the end of every work shift.

- If sanding is done on vessel while in the water, airborne dust must be kept to a minimum either by hand sanding or the use of a vacuum sander.

### **Sewage**

- Discharge of sewage in the marina is prohibited.
- Store sewage in holding tanks and dispose of properly at pump-out stations.
- Ensure MSD Type 1 systems work properly and discharge only when underway. Do not discharge a Type 1 while moored in the marina.
- Use shore-side restrooms as often as possible.
- Port a potty's are to be dumped at the dump sink on North side of restroom building, not in toilets.

### **Solid Waste Disposal**

- Dumpsters are for Port patron use only.
- Dumpsters are for boat generated waste, not trash and debris from home.
- Do Not throw hazardous materials, such as oils, paints, solvents, antifreeze into dumpsters. Take them to the Household Hazardous Waste facility.
- Dispose all garbage in proper shore receptacles.
- Let empty paint cans dry thoroughly before disposing in the trash.
- Recycle brown and clear glass, newspapers, cardboard and aluminum.

### **Chemical Use, Storage, and Disposal**

- Purchase only the amount of chemicals/paints you need for the project.
- Inspect storage of paints and solvents every six months and properly disposed of old or unnecessary products at the Household Hazardous Waste facility.
- Do not store more than three gallons total of paints and solvents.
- It is illegal to dispose of hazardous material anywhere but the Household Hazardous Waste Facility.

## **APPENDIX “B1”**

### **Yard BMP’S**

#### **BMP’S in the Boatyard**

- You are responsible for the work area around your boat or leased work areas, and for the actions of anyone assisting you be it family, crew, or contractors. Please keep your work area clean, safe and orderly.
- You must tarp under the vessel to catch all debris and dust from such activities as sanding, grinding, scraping, painting, wood planing, or any other activity which may contaminate the soil.
- Tarps must be swept and the sweeping deposited into the dumpster or deposit the whole tarp after careful folding to contain all dust and debris. To avoid wind blown debris and dust you may need to sweep more often. It is recommended that you sweep and dispose of debris at the end of each day.
- All used sandpaper, cans, brushes, etc. must be cleaned up and deposited in the dumpster. Again, we recommend you do this at the end of each day.
- All spray painting, sandblasting, and sanding shall be controlled with structures or drapes to the maximum extent to minimize the spreading of wind blown materials. The local air quality authority may have additional requirements beyond these minimal requirements. If you are planning to sandblast you must first complete a sandblast agreement. (See Appendix, Exhibit H) The agreements are available at the moorage office.
- At times windy conditions will force some activities to be delayed until containment can be effective.
- Airborne pollution is not permitted from any maintenance activity.

## **Paint Management**

The use of paints and solvents shall be carried out in such a manner so as to prevent these products from entering the soil or water if accidentally spilled.

- Drip pans, drop cloths, tarpaulins or other protective devices shall be required for all paint mixing and solvent use operations.
- Paint cans shall be kept in drip pans with drop cloths or tarps underneath the drip pan.
- Paint and solvent spills shall be treated as oil spills and shall be prevented from reaching the ground, which eventually reaches the storm drains and subsequent discharge into the water.
- Antifouling paints containing tributyltin (TBT) are prohibited from use on any vessel less than 25 meters in length (82 feet). There are two exceptions: vessels with aluminum hulls, and outboard motor or lower drive units.
- Only persons licensed by the Washington Department of Agriculture may purchase, handle, or apply TBT paints. The Port requires proof of these licenses.
- Purchase the right quantity to begin with and you will have less excess waste to dispose of at the Household Hazardous Waste facility.
- Empty cans should be allowed to dry, and then crushed and thrown into dumpster. Latex and water base paints wash up waters are O.K. for the sanitary sewer system.

## **Toxic Materials Storage**

Solid chemicals, chemical solutions, paints, oils, solvents, acids, caustic solutions and waste materials, including used batteries and their contents shall be stored in a manner which will prevent inadvertent entry of these materials into the water or onto the ground. Storage shall be in a manner which will prevent spillage by overfilling, tipping, or rupture. In addition the following practices shall be used.

- Keep all hazardous materials in the original container. Make sure the containers label remains in place. Keep the containers in areas where they will not get knocked over. Keep the containers in areas that have good ventilation.
- Keep all containers out of the reach of children.
- Incompatible or reactive materials shall be segregated and securely stored in separate areas that prevent mixing of chemicals.
- Waste liquids and excess chemical products shall be stored under cover such as tarps or roofed structures. When ready for disposal these hazardous materials shall be taken to the Household Hazardous Waste facility. These materials shall not be disposed of in the dumpsters or sewer or water.

### **Bilge Water and Waste Oil**

- Bilge water discharges shall not cause any visible oil sheen in the receiving waters or on the ground. Oily engine room bilge waters shall be disposed in accordance with Washington State laws.
- Bilge water shall not be discharged to the water or ground if solvents, detergents, or other emulsifying agents or dispersants have been added. It must be treated as a hazardous material.
- When it is necessary to move a vessel before pumping out the bilge, absorbent pads shall be deployed in the bilge spaces as a precaution to prevent pollution due to accident, slippage, shifting of the vessel in sling or lift, or other causes.
- No discharge of oil to the water or ground is permitted. The Port has provided waste oil tanks in three of the Environmental Centers along the waterfront. Please use them to dispose of your waste oil only.
- In the event of an accidental discharge of oil into waters or onto land, Port staff should be notified immediately.
- Cleanup efforts shall commence immediately and be completed as soon as possible, taking precedence over normal work, and shall include proper disposal of any spilled material and used cleanup materials.
- Drip pans or other protective device shall be required for all petroleum product transfer operations to catch incidental spillage and drips from hoses, drums, or portable containers.
- Leaking connections, valves, pipes, hoses and equipment shall be repaired or replaced immediately. Hydraulic hoses and connections to deck gear seem especially vulnerable to accidental discharges.

## APPENDIX “C”

### **Reservations**

Reservations are required for the designated shipyard support moorage areas. As these areas are typically in high demand, we recommend reservations be made at least 72 hours in advance.

1. Reservations cannot be taken without a Visa, Mastercard number.
2. Advanced deposits less an administrative fee will be refunded for cancellations of less than 24 hours in the event that the space is re-rented.
3. No-shows for the first reservation night will be considered a no-show for the entire reservation and will be charged for all nights covered by the reservation which are not sold by the Port.
4. There will be no refunds for early departures.
5. A reservation is good only for the time the space is reserved, after which time the vessel/equipment must move.. Whenever possible, Port staff will exercise flexibility in extending original reservations.
6. Boats which moor in reserved spaces without permission of the Harbormaster may be subject to removal from the space. Owner will be charged for all costs incurred by the Port associated with the move.
7. Unauthorized vessels/equipment may be impounded and removed from the Marina at owner’s expense.
8. On days when designated reservation spaces have not been reserved, marina management may assign other transient guest boats to use the empty space, one night at a time.

## APPENDIX “D”

### **Temporary Structures**

Occasionally owners wish to enclose portions of the vessel or the entire vessel in order to meet environmental concerns or to provide protection from the elements.

1. Vessel owners are permitted to use reinforced tarps, no less than 10 Mils thick, secured tightly to the vessel. Un-reinforced material is not allowed.
2. If a vessel owner wishes to construct a more substantial structure or enclosure around the vessel, permission must be obtained from the Port, as well as a City of Port Townsend-Temporary Structure Permit (See Appendix: Exhibit "G") available at City Hall. A copy of this permit must be submitted to the Port for inclusion in customer's file.
3. Temporary structures must fit within the rented space or additional charges will apply.
4. The vessel owner is responsible for securing temporary structures down in such a manner as to prevent damage or loss from high winds. These structures must not be fastened to vessel blocking.
5. The vessel owner is responsible for any damage caused by temporary structure.
6. Port staff may enter temporary structures at any time to inspect for BMP, etc. compliance.

## **100. REGULATION REGARDING DERELICT VESSEL'S**

- 100.1** Definition: "derelict vessel" is defined as any vessel whose fair market value is less than the cost of disposal of said vessel (commonly known as Tipping Fee) at the County Land Fill combined with the cost of demolition and transportation from the Port Facility to the Jefferson County Land Fill.
- 100.2** Inspection of Suspect Vessels: The Harbormaster, or other qualified Port employees as designated by the Port's Executive Director, shall inspect any vessel which could be considered a derelict vessel (suspect vessel) as defined herein. Inspections shall occur prior to transporting in or hauling out a vessel for storage in the Port Yards or before receiving a permanent or guest slip assignment. It shall be the duty of the Hoist Operator, or Moorage Clerk to notify the Harbormaster when vessel which might be considered a derelict vessel has requested haul-out or moorage at the Port facility.
- 100.3** Determination of a Vessel as Derelict: When the Harbormaster is notified by a Port Employee that a vessel is suspected to be a derelict vessel, the owner shall be notified that the Harbormaster is required to inspect the inside and/or outside of said vessel. If the owner refuses to allow such inspection, the Harbormaster may refuse to allow the boat to be hauled out and placed in dry storage at the Port facility, and/or refuse moorage. The owner shall immediately remove the vessel from the premises of the Port facility. In conducting the inspection in order to make the determination of whether the vessel is derelict, the Harbormaster shall consider the following nonexclusive criteria in making his evaluation: (a) General seaworthiness: (b) Recent history of use of the vessel: (c) Whether the vessel is equipped with a working generator, holding tank, engine, and electrical system: (d) The extent of the repairs necessary to make the vessel seaworthy and to bring the vessel in compliance with current Coast Guard Regulations governing such vessel, (e) Other factors bearing on the value of the vessel in comparison with the cost of demolition, transportation and disposal.

- 100.4** Deposit Required for Derelict Vessels: If after completing the above described inspection, at the sole discretion of the Harbormaster, a vessel is determined to be a derelict vessel, the owner of such vessels shall deposit with the Port of Port Townsend a deposit in the amount of the number of tons of the boat, multiplied by the current “Tipping Fee” per ton as charged by the Jefferson County Land Fill for disposal. Plus the sum of Five Hundred Dollars (\$500.00) for a derelict vessel weighing up to 100 tons. Vessels weighing between 100 and 200 tons shall pay One Thousand dollars (\$1,000.00), and vessels over 200 hundred tons shall pay One Thousand Five Hundred dollars (\$1,500.00) which shall be considered the estimated expense of demolition and transportation to the Jefferson County Land Fill for disposal. The deposit made by owner shall be placed into an account within the Port of Port Townsend, and shall be held until the vessel is removed by the owner from the Port of Port Townsend. Should the owner not remove the vessel, abandon the vessel, or fail to pay storage or moorage charges and should the Port be required to dispose of the derelict vessel the deposit shall be forfeited to the Port of Port Townsend to be used in demolition, transportation and disposal of said vessel. If, and when the owner removes the vessel from Port property the deposit shall be returned to the owner within three weeks of removal of the vessel from Port property. Deposit must be made with cash or cashiers check.
- 100.5** Normal Fees Due: Nothing in this section shall effect the liability of the owner to pay standard storage fees while the vessel is stored/moored in the Port facility and no portion of the deposit on a derelict vessel shall be applied for payment of storage fees, haul-out fees, or any other fees normally due the Port as a result of storing/mooring vessels within the Port facility.
- 100.6** Owners Right to Contest Harbormaster’s Determination: The owner of any vessel which has been determined to be a derelict vessel pursuant to this regulation, at his or her sole expense, after paying the deposit required herein, may contest the decision of the Harbormaster by obtaining a survey of the vessel in question, to be conducted by a licensed accredited marine surveyor, for the purpose of establishing the fair market value of the vessel. In the event a licensed accredited marine surveyor after surveying the vessel in question determines that the fair market of the vessel exceeds the tipping fee and demolition and transportation cost as set forth above, and a written certified copy of said survey is provided to the Harbormaster of the Port of Port Townsend, the deposit held by the Port of Port Townsend shall be returned to the owner.
- 100.7** Copy of Regulations to be provided: A copy of this Regulation shall be provided to the owner of any suspect derelict vessel and the procedures set forth herein shall be explained briefly to that owner when a suspect derelict vessel requests moorage and/or haul-out as the Port facility.
- 100.8** Emergency Situations: Nothing herein shall prevent the Harbormaster from authorizing removal of a suspect derelict vessel when such vessel may be in danger of sinking. It is intended that the determination of whether such vessel is in fact a derelict

as defined herein shall be made prior to granting moorage and/or haul-out to any such vessel. However, if an emergency arises and in the Harbormasters discretion it is appropriate to haul-out a vessel prior to making a determination as to whether the vessel is a derelict vessel, the inspection and determination contemplated herein shall take place once the vessel is removed from the water.

**100.9:** The deposit required herein shall be considered a “Port Charge” as defined by RCW 53.08.310 (1) and any failure to pay the deposit as required herein upon demand of the Port of Port Townsend shall constitute a failure to pay Port charges and subject the vessel to sale at public auction as authorized by RCW 53.08.

**100.10:** The Derelict vessel deposit is based on an estimate of vessel tonnage and demolition and transportation costs. If the Port must demolish and dispose of said vessel; vessel owner will be responsible for all costs incurred by the Port in excess of the monies on deposit.

**Port of Port Townsend  
Derelict Vessel Agreement & Deposit Form**

The derelict vessel deposit is based on an estimate of vessel tonnage, demolition, and transportation costs. If the Port must demolish and dispose of said vessel; vessel owner will be responsible for all costs incurred by the Port in excess of the monies on deposit.

Est. tonnage \_\_\_\_\_  
Actual tonnage \_\_\_\_\_ X Jeff. Co. Tipping Fee (\$113.96/ton) = \$ \_\_\_\_\_

**Plus:**

**The expense for demolition & transportation to the Jeff. Co. Landfill.  
(Circle one).**

Vessel up to 100 tons	\$ 500.00 or,
101-200 tons	\$ 1000.00 or,
Over 200 tons	\$ 1500.00

**Plus:**

Roundtrip Hoist \$ \_\_\_\_\_

First Months Storage \$ \_\_\_\_\_

Leasehold Tax \$ \_\_\_\_\_

**Amount received** \$ \_\_\_\_\_

**Deposit must be in the form of a bank  
cashiers check or cash.**

1. The owner will still be required to pay standard moorage/storage fees while the vessel is in the Port facility. No portion of the derelict deposit shall be applied for payment of storage fees, haul-out fees, or any other fees normally due the Port as a result of storing/mooring vessels within the Port facility.
2. If, and when the owner removes the vessel from Port property the deposit shall be returned to the owner in the form of a check within three weeks of removal of the vessel from Port property.
3. Should the owner not remove the vessel, abandon the vessel, or fail to pay storage/moorage and should the Port be required to dispose of the derelict vessel, the deposit shall be forfeited to the Port of Port Townsend to be used in demolition, transportation, and disposal of said vessel.
4. The deposit required herein shall be considered a "Port Charge" as defined by RCW 53.08.310 (1). Any failure to pay the deposit as required herein upon demand of the Port of Port Townsend shall constitute a failure to pay Port Charges and subject the vessel to sale at public auction as authorized by RCW 53.08.

This agreement is made and entered into this \_\_\_\_\_ day of

\_\_\_\_\_ 20 \_\_\_\_\_, by

\_\_\_\_\_  
(Owner's Signature)

**APPENDIX "F"**

**101. SANDBLASTING:**

- 101.1** The area designated by the Harbormaster for sandblasting will be the only area sandblasting will be allowed.
- 101.2** Sandblasting must be accomplished in small areas that can be adequately covered to prevent debris spread.
- 101.3** Types and size of sand used will comply with all Department of Ecology rules and regulations.
- 101.4** Sandblasting is prohibited if winds would cause any debris to fall outside the immediate authorized work area.
- 101.5** All debris will be picked up at the end of every day.
- 101.6** All particles and debris will be confined and controlled within the working area. Any violation may result in Port closing area down.
- 101.7** No vessel can stay in sandblast area unless written permission from the Harbormaster.
- 101.8** Owners/operators will also follow guidelines and regulations set by the Olympic Air Pollution Authority and the EPA.

### **SANDBLASTING AGREEMENT**

I \_\_\_\_\_, the undersigned, owner and operator of

\_\_\_\_\_ Business and/or vessel and I agree to the following conditions related to Sandblasting activities on Port of Port Townsend property:

- I will comply with the Port's Noise BMP's at all times while performing sandblasting activities.
  - I will place a cash deposit with the Port of Port Townsend in the amount of \$1,000.00.
  - I will use canvas or other appropriately durable, waterproof material to ensure that all sandblasting materials are prevented from falling on unprotected ground. Visqueen and standard poly tarps are not permitted.
  - I will use canvas or other appropriately durable material to surround the sandblast area to prevent all air born materials from leaving the worksite.
  - I will ensure that all workers will be properly equipped for the proper operation of sandblasting equipment and will wear all of the appropriate safety clothing and air-breathing protective devices.
  - I will ensure that the site is completely clean upon completion of sandblasting activities and I will notify the Port Yard office when I have completed sandblasting operations.
  - I will agree to pay for all clean up of the work site that does not meet acceptable standards defined by the Port Marine Facilities Director.
  - I will dispose of sandblasting materials in accordance with State and Federal regulations and will provide written documentation to the Marine Facilities Director of proper disposal.
  - I authorize any cost incurred by the Port for clean-up and/or disposal of debris from my sandblasting operations to be deducted from my deposit, and in the event the deposit is insufficient to cover clean-up and disposal costs, I will pay all additional charges.
- 
- I will notify the Yard Office and schedule an inspection **before** I conduct any sandblasting activities.
  - I will terminate all sandblasting activities in the event of equipment failure or other occasions that would cause

any material to leave the containment area and I will **STOP** from initiating sandblasting activities until containment facilities are operating properly.

- I will comply with all State and Federal regulations applicable to sandblasting operations to include air and water quality standards and waste disposal requirements.

Sandblasting dates - Beginning \_\_\_\_\_ Ending \_\_\_\_\_  
Deposit \$ \_\_\_\_\_

Location of sandblasting operation \_\_\_\_\_

Signature of Sandblaster \_\_\_\_\_

\_\_\_\_\_  
Signature of Vessel Owner/Operator/Agent

Port Authorization to proceed by:

This approval must be posted in a prominent place at the sandblasting area.

## **Sandblasting Regulations**

Effective immediately, there will be no sandblasting of any type authorized on Port of Port Townsend premises without **prior written approval** by the Marine Facilities Director or the Executive Director. Written approval must be in accordance with the attached agreement. The respective vessel owner/operator/agent and all workers associated with the sandblaster will be responsible for ensuring that all sandblast materials are contained within the area of the vessel or equipment to be sandblasted. Also that the entire area is cleaned frequently during the blast operation and meticulously cleaned prior to removing the containment.

Any violation of these regulations, to include violations of the written approval, and/or violation of the Noise BMP's may result in termination of Port privileges including cancellation of moorage and/or storage agreements. Sandblast operators will also be responsible for the proper disposal of the sandblasting debris in accordance with State of Washington Dangerous Waste Regulations (WAC 173-303) and provide appropriate written evidence of the proper disposal. Areas that are not properly cleaned will be cleaned by Port staff and the vessel owner will be charged for cleanup services at the standard Port labor rate plus disposal costs.

Operators of sandblasting equipment are particularly alerted that they must contain all airborne sandblasting material as well as the materials, which may end up on the ground. The operator must submit an acceptable containment and monitoring plan before permission to sandblast will be granted. The Port will inspect the blasting operation for proper containment methods prior to the start of sandblast operations. Also, the Port reserves the right to inspect the sandblasting operation frequently to be sure that proper containment measures are in place and effective.

Questions regarding these regulations should be addressed to the Hoist & Yard Supervisor or Marine Facilities Director.

#### **APPENDIX "G"**

#### **Noise Best Management Practices (BMP's)**

The City of Port Townsend has adopted a noise regulation based on public disturbance, and decibel readings based on state law. This regulation recognizes that the Port operates a state permitted Shipyard and that noise generating activities do occur in Marine Industrial areas.

With that said the Port wishes to be a "**good neighbor**", and has therefore adopted the following:

**Hours of Operation**

Activities generating excessive noise are limit to the hours of:

**7:00am - 7:00pm                      Monday - Saturday**  
**No Excess Allowed                      Sundays and Holidays\***

If the need exists to conduct noise-generating activities outside of these hours, the Owner/Contractor should apply for a variance from the City of Port Townsend BCD Director at 360-379-5081. When calling for a variance, be prepared to answer questions such as. Why can't this work be completed within the permitted hours listed above? How much time is required to complete the noisy part of your project? What activity is being performed that will cause the noise? What steps are already being taken to reduce the noise from this operation?

While the agreement with the City allows for limited hours of noise generating activities, the Port requires that owner/contractors minimize noisy work in the evenings and not generate any noise on Sundays and Holidays. This is when our residential neighbors are most affected by activities in the yard.

\* Holidays as defined in the noise regulation consist of the following:

- |                               |                                   |
|-------------------------------|-----------------------------------|
| 1. New Year's Day             | First day in January              |
| 2. Martin Luther King Jr. Day | Third Monday of January           |
| 3. President's Day            | Third Monday of February          |
| 4. Memorial Day               | Last Monday in May                |
| 5. Fourth of July             | Fourth Day of July                |
| 6. Labor Day                  | First Monday in September         |
| 7. Veteran's Day              | Eleventh Day of November          |
| 8. Thanksgiving Day           | Fourth Thursday in November       |
| 9. Day after Thanksgiving Day | Friday following Thanksgiving Day |
| 10. Christmas Day             | Twenty-fifth of December          |

**Definition:**

Noise - Sound, especially of a loud or harsh kind. Such as can be caused by generators, vector trucks, needle guns, corking;

sandblasting and demolition, or cutting of metal. These are just a few examples of potential excessive noise generating activities.

#### **Specific Noise BMP's**

- Owner/contractor is encouraged to select "noise friendly" equipment based on current technology and availability.
- Installing sound dampening enclosures around certain portable equipment may be required if noise friendly equipment can not be found.
- While the project site is being set up, Port staff shall work with the owner/contractor to locate noise producing equipment to the water side of the vessel, thus using the vessel as an added noise buffer.
- Exhaust hoods and muffler outlets should be pointed away from the hill and directed toward the water.
- Where practical a noise barrier type of wall may need to be constructed if other noise dampening efforts are unsuccessful.
- Limiting the number of sandblast guns being operated at the same time will significantly limit the noise impact, this must be considered if we receive complaints.
- The use of needle guns as a means of removing paint and scale is discouraged. These seem to be the noisiest of all options.
- No "steel Shot" or other sandblast media which produce levels of noise similar to steel shot, shall be used.
- Vacuum trucks have been a problem in the past; owner/contractor must obtain approval from the Port's Hoist and Yard Supervisor prior to the use of any such equipment. If vacuum truck is used, care must be taken in positioning of the rig, direction of exhaust, and operating Rpm's.
- Endless pounding, cutting, chipping, etc. can become an annoyance. Where possible break up these activities so the noise generating aspect is not so continuous.
- Our neighbors complain most over early morning and evening noise. Efforts to limit excessive noise generating operations during these hours will be greatly appreciated.
- The above list is not intended to represent the only measures necessary that need or can be taken; rather they represent some steps that we know will help. Feel free to implement any ideas you may have for reducing the noise impacts from your repair project.

#### **APPENDIX "H"**

#### **AGREEMENT**

**Between the Port of Port Townsend and Independent Contractors  
Granting Permission to Conduct Business on Port Property**

In consideration of the agreement and compliance of the Independent Contractor named below regarding the Port of Port Townsend Rules and Regulations, which are attached and included herein as a part of this agreement, the Port of Port Townsend grants permission to conduct business on its' property subject to the following agreements:

**Independent Contractor Status:** Person signing below represents that he/she is, or is authorized to represent, an Independent Contractor conducting business on the Port's property and is not an owner or employee of a tenant business;

**Independent Contractor Authority:** Person signing this agreement represents that he/she is authorized to enter into this agreement on behalf of the Independent Contractor and that this agreement is binding and enforceable against such individual and the Independent Contractor business;

**Term:** This agreement shall commence on the date the Independent Contractor signs this agreement and shall continue in force until terminated by any of the following: when the Port Rules and Regulations are revised; when permission to conduct business is withdrawn by the Port for cause due to violation of the Rules and Regulations; or, on the date that written notice provided by the Independent Contractor is received at Port offices;

**Violation of Rules and Regulations: Stepped Enforcement, Termination for Cause, Right of Appeal:** In the event the Independent Contractor violates Port Rules and Regulations, the Port will follow the enforcement, termination and right of appeal process included in the Rules and Regulations;

**Release from Liability:** Independent Contractor hereby releases the Port, its officers, employees, and agents from any claims, causes of action and damages of any kind arising from any loss or casualty to property or injury to persons, provided however, this release shall not apply to the Port's negligence or willful misconduct of Port officers, employees, or agents;

**Indemnification:** Independent Contractor hereby agrees to indemnify and hold the Port, its officers, employees, and agents harmless from and indemnify them against any claims, causes of action, damages and losses of any kind arising from the acts or omissions of persons and conditions incident to the vessel being worked on or its equipment, supplies, or accessories.

I have read, understand and agree to abide by the attached Port Rules and Regulations:

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Representing (Independent Contractor Name):

\_\_\_\_\_

Street Address: \_\_\_\_\_

City / State / Zip: \_\_\_\_\_

Phone number: \_\_\_\_\_

UBI # \_\_\_\_\_

**APPENDIX "I"**

**ENFORCEMENT**

**1.0 Enforcement:** Failure to comply with these Rules and Regulations, the Port's Best Management Practices, Environmental Regulations, and all other applicable terms and conditions will lead to stepped enforcement as detailed below.

**1.1 First Violation** - For the first violation of these rules, individuals shall receive a verbal notice from Port staff. Port staff will note the nature of the violation on the Yard BMP Inspection Form and place a copy of the notation in the boat owners file. Also, staff will provide the individual and boat owner with a copy of the notation. While informing the person of the violation, Port staff will go over the appropriate steps and BMP's that need to be applied.

**1.2 Second Violation** - The second violation of these rules shall result in the boat owner receiving a written "Stop Work" notice. The notice shall spell out the specific infraction and remedies that will need to be enacted before work can begin again. This notice will also state that any further violations may lead to termination of individual's/vessel owner's privilege to work on Port property.

**1.3 Third Violation** - A third violation shall result in an immediate "Stop Work" order being issued. Port staff shall notify the Port's Executive Director of the situation. The Executive Director shall review the facts surrounding the violation, and consider prior history of violations, in determining whether work privilege shall be terminated.

**1.4 Major Infractions** - Major infractions or violations of these and other Port policies referenced in this document, may lead to immediate termination of privilege to work on Port property. A "Major infraction" would be one which is so blatantly obvious and egregious as to clearly pose safety and/or environmental hazards.

**1.5 Appeal Process** - All individual's /vessel owners covered by this policy shall have the right to appeal "termination of work privilege" decisions. In the event that a privilege to work on Port property is terminated by Port staff following the stepped enforcement procedures stated above, individuals/vessel owners can appeal the decision to the Port's Board of Commissioners. Stop work orders remain in effect during the appeal process.

## **TERMINATION OF WORK PRIVILEGE**

**2.0 Work Privilege Termination:** An individual's privilege to work on Port premises may be terminated for any of the following:

**2.1 Default:** Failure to promptly pay to the Port, when due, all rents, charges, fees, and other payments which are payable to the Port by the contractor.

**2.2 Violation of Rules:** A violation of any provision of this document, the Port facility Rules and Regulations, Best Management Practices or any other terms, conditions, rules or regulations to which the contractor is subject.

**2.3 Violation of Laws:** Any violation of the laws/regulations of the United States, the State of Washington, Jefferson County or the City of Port Townsend.

**2.4 False Information:** Furnishing of any false information or misrepresentation of any material fact to the Port on the Registration Form, or in statements to or before the Port, or any failure to make full disclosure on the Registration Form, or in statements to or before the Port.

## **DEFAULT**

**3.0 Default - Termination:** In the event of termination of privileges, the individual shall cease all operations on Port property. Should the individual fail to do this, the Port shall have the right, without further notice to the individual, to immediately request that all of the individual's equipment, supplies and personal property be removed from the Port's facilities by force or otherwise, and with or without further legal process to expel, oust and remove any and all parties and any and all goods and chattels not belonging to the Port that may be found within or upon the same, at the expense of the individual and without being liable to prosecution or to any claim for damages therefore. Upon such termination by the Port, all rights, powers, and privileges of the individual shall cease and the individual shall immediately vacate any space occupied by it, shall cease all work being performed in the Port facility and shall make no claim of any kind whatsoever against the Port, its agents, or representatives by reason of such termination or any act incident thereto. The Port shall have any and all other remedies at law and in equity, including the equitable remedy of injunction.

**3.1 Default – Cost Recovery.** In the event that any party commences legal action to enforce or interpret any provision of these terms and conditions, the prevailing party in such legal action shall be entitled to an award of attorney's fees and all litigation expenses, in amounts determined by the court.

## **APPENDIX "J"**

### **Commercial use of Launch Ramps**

1. Commercial Activities covered by this policy include, but are not limited to, the transferring of products or gear and equipment from commercial vessels of all types (i.e. fishing, crabbing, diving, charter, buyers, etc.) involved in both tribal and non-tribal activities of any kind. This policy applies to all non-permanent Port tenants needing to use the ramp facilities in any way to support their commercial activities.
2. Anyone wishing to use Port owned Launch Ramp Facilities for conducting and/or supporting commercial activities, must first obtain permission from the Port.
3. To obtain permission, applicant must provide information such as type and size of vessel involved, duration of operations at specific ramp sites, detail how the ramp facility will be used, list vehicles being off-loaded to, and list any special needs for the Port to consider. Also, applicant must remit appropriate fees, which are assessed on a per boat, per ramp basis.
4. A clean-up/damage deposit fee must be paid prior to long term use of ramp facilities. This fee is refundable if inspection of facilities for damage and cleanliness is found to be satisfactory.

This Policy applies to all Port owned launch ramp facilities except Gardiner where commercial activities are expressly forbidden.

## **APPENDIX "K"**

### **COMMERCIAL FISHING VESSEL - RAFTED MOORAGE AREA**

The Port of Port Townsend has established an area within the Commercial Mooring Basin of the Port Townsend Boat Haven to be utilized as monthly guest moorage for active commercial fishing vessels. This area shall be designated as the Rafted Moorage Area for active Commercial Fishing Vessels. The following Policy shall apply to this area.

1. For purposes of this policy monthly is defined as any continuous 30 day period.
2. This area is available on a first come, first served basis. Vessel must be on site and ready to move into the area at time of registration, no advance reservations allowed. This also allows the Port to view the vessel for derelict vessel determination, prior to space assignment.
3. Vessel owners or operators are required to register with the Port and complete a Commercial Fishing Vessel Rafted Moorage Agreement prior to mooring in this area. Payment for the first 30-day period is due at the time of registration.
4. Vessel owners or operators must provide proof of active fishing status in order to be eligible to moor in this area at the reduced rate. The following documentation must be provided to the Port at the time application is submitted: 1) Copy of a current Commercial fishing license/permit from any state, 2) Proof of fish sales ticket within the last 6 months.
5. The established rate for this area shall be available on a year round basis.
6. There shall be no pro-ration of this fee.
7. All other applicable established Port fees must be paid while in this area (i.e. environmental fees, electrical fees, etc.).
8. As this is a rafted tight pack mooring area all tenants signed up to use this area must be willing to cooperate and participate in the movement of boats in and out of this area. This means the vessel owner/operator must be available or an appointed representative for the Port to contact when a vessel needs to be moved. If no representative responds within 24 hours, and the Port must provide labor to move the vessel, the Ports established labor rate shall be charged.
9. Any unregistered vessel found in this area may be subject to impoundment fees, and/or towing fees. If there is not available space in the water, the Port reserve the right to haul unregistered vessels and place in dry storage at the owners expense. All fees must be paid in full to release vessel.
10. At times of under utilization of this area by monthly commercial fishing vessels the Port's Harbormaster may assign nightly guests to this area.

11. This Policy shall be in effect for one year from April 1,2001 until March 31,2002, while the Port Commission evaluates the program.
12. Tenants of this area must abide by all other applicable Port Rules and Regulation.