



# **PORT OF PORT ANGELES MARINAS**

John Wayne Marina  
Port Angeles Boat Haven

## **RULES AND REGULATIONS**

**July 1, 2007**

**REVISED 10/30/12**

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**To incorporate Clean Marina BMPs**

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# **1. Introduction**

## **1.1 Purpose**

The purpose of the Port of Port Angeles Marina Rules and Regulations is to promote the safe, efficient, enjoyable and equitable operation of the Port Angeles Boat Haven and John Wayne Marina for boaters and the public.

## **1.2 Statement of Policy / Optimum Usage of Moorage**

Due to the demand for moorage, it is necessary that the Port establish controls to limit use of moorage for specific purposes, and then to administer the controls to insure fairness to all users of the Marinas. Therefore, the Port reserves the right to allocate the use of any moorage space as it deems necessary to meet that end.

## **1.3 Application**

These Rules and Regulations apply to all users of the Port Angeles Boat Haven and John Wayne Marina. All vessels, vehicles, or persons using the Marina facilities are subject to all Port charges and these Rules and Regulations which from time-to-time may be amended.

## **1.4 Use Deemed Acceptance**

- A. Signatures of permittee on the Port of Port Angeles Moorage Agreement shall constitute applicant's agreement to become familiar with these Regulations and agreement to comply with the same, but berthage permittees and occupants of Port property shall be bound by said regulations whether or not they have signed such application or agreement.
- B. Anyone present on or in the Port area and/or using Port facilities or equipment is subject to, and shall comply with, any verbal or written signs of communication, including administrative and operational policies and procedures issued or posted by the Port Commission or Marina Management. Use of Marina facilities is evidence of the users consent to an agreement with these Rules and Regulations.

## **1.5 Clean Marina Certification and Best Management Practices**

The Port Angeles Boat Haven and John Wayne Marina are certified under Clean Marina Washington, which is an incentive-based certification program in which marinas assess their operations and implement improvements to better protect the environment.

Clean Marina Washington provides marina best management practices (BMPs) that are practical and affordable actions that can reduce pollution at the source, but they will only work with everyone's participation. By effectively implementing BMPs, marinas and marina tenants may be able to avoid more expensive and restrictive measures being placed on the boating public by regulatory agencies.

The Clean Marina BMPs need to be implemented by all marina tenants and are incorporated into the Marina Rules and Regulations as Appendix A. The new BMPs are also located on the Port website at:

<https://www.portofpa.com/DocumentCenter/View/1699>

## **1.6 Definitions**

All terms not specifically defined in a Rule shall be defined by their common usage. When a definition is at issue, the Harbormaster's interpretation of the term shall stand.

- A. **Assignment:** Assignment, as used herein, shall mean rental, sub-rental, lease, sublease, or assignment, whichever is appropriate.
- B. **Berth (or Slip):** Refers to the space allotted for a vessel to dock.
- C. **Marina:** Includes water, land and all buildings within and adjacent to the boundaries of the Port Angeles Boat Haven and/or John Wayne Marina.
- D. **Boathouse:** A privately owned vessel or structure, the purpose of which is to provide covered moorage.
- E. **Executive Director, Harbormaster, and Marina Manager:** Personnel responsible for the management of Port Angeles Boat Haven and/or John Wayne Marina, either personally or through their assigned subordinates.
- F. **Marina Facilities:** Refers to any properties or facilities owned or operated by the Port at the Port Angeles Boat Haven and/or John Wayne Marina.
- G. **Moorage Office:** Refers to the office of the Harbormaster located at the Port Angeles Boat Haven and/or John Wayne Marina.
- H. **User:** Refers to any person, including Vessel Owners and Operators, Moorage Tenants, and the public, entering Port Angeles Boat Haven and/or John Wayne Marina.

- I. **Length Overall (LOA):** The total length of a vessel including all attachments such as; bow sprit or pulpits, stern davits, wind steering rudder, railing, swim step, mounted dingy, anchor mount and anchor, outboard motor bracket and outboard motor, etc.
- J. **Lessee:** Contained hereinafter, shall mean the owner of a vessel or the person who has control of the vessel if other than the owner.
- K. **Liveboards:** Refers to those individuals who reside in a vessel for a period of seven (7) days or more in any thirty (30) day period with a live-aboard agreement with the Port.
- L. **Moorage Facility:** Refers to any properties or facilities owned or operated by the Port, which are capable of use for the moorage or storage of vessels.
- M. **Moorage Facility Operator:** Refers to the Port of Port Angeles and/or its agent(s), which owns and/or operates Moorage Facilities.
- N. **Moorage Tenant:** Refers to a vessel owner who is assigned a full-time berth at Port Angeles Boat Haven or John Wayne Marina through a Moorage Agreement with the Port.
- O. **Narrow Channels:** Refers to all water inside the breakwater of the Marina.
- P. **No Discharge Marina:** “No Discharge Marina,” as used herein, shall mean that no debris, paint scrapings, waste liquids, hazardous materials, etc., caused by a vessel owner’s, operator’s, or third party’s maintenance or repairs to a vessel, is permitted into the water. See the Harbormaster Office for a list of the Port’s/Clean Marina Best Management Practices.
- Q. **Operator:** Refers to any person who operates a vessel.
- R. **Owner:** Refers to every person, firm, partnership, corporation, association, organization, or agent thereof with actual or apparent authority who, expressly or implicitly, contracts for the use of a Moorage Facility.
- S. **Pet:** Refers to dogs and cats and any other domestic animal not including service animals.
- T. **Port:** Refers to the Port of Port Angeles.

- U. **Port Charges:** Charges for moorage and storage, and all other charges owing or to become owing between a user and the Port, or under this tariff, including, but not be limited to, costs and expenses, including attorney's fees and court costs, incurred in salvage, termination, removal and/or sale of vessels.
- V. **Regular or Permanent Moorage:** Moorage for any vessel or structure whereby a moorage agreement has been entered into between the Port and the Moorage Tenant.
- W. **Seaworthy:** A vessel is considered seaworthy if it meets U.S.Coast Guard inspection standards and it is fully operable either with sail power or motor power and is fit to sail: suitable or in a fit state to sail safely on the ocean.
- X. **Transient Vessel/Transient Tenant or Guest Vessel:** A vessel using a moorage facility and which belongs to an owner who does not have a moorage agreement with the Port. Transient vessels include, but are not limited to: vessels seeking a harbor of refuge, day use, and overnight use of a moorage facility on a space-as-available basis. Transient moorage is subject to assignment by the Harbormaster.
- Y. **Vessel:** Refers to every variety of watercraft or other artificial conveyance capable of being used as a means of transportation on water. Vessel includes any trailer used for the transportation of the watercraft, as well as any boathouse.

### **1.7 Interpretation**

Marina management may interpret the reasonable intent of these rules to carry out the purposes of the rules.

### **1.8 Authorization to Administer Rules, Regulations & Charges**

These Rules, Regulations and Procedures are written under the authority granted to the Port by Chapter 53.08 of the Revised Code of Washington ("R.C.W."), specifically R.C.W. 53.08.310 and 53.08.320 in their entirety. The Commission of the Port of Port Angeles (the "Commission") has granted the Executive Director, Marina Manager, and the Harbormaster, or his/her designee, authority to administer these Rules and Regulations.

The Executive Director, Marina Manager, and Harbormaster or their assigned subordinates may require persons violating these regulations to leave the Marina, and obtain assistance of law enforcement officers to protect property, lives, or preserve the peace. The Executive Director and the Harbormaster may interpret the reasonable intent of these Rules and Regulations to carry out the purposes of these regulations. The Harbormaster and his agents retain broad

authority to ensure the safe and efficient operation of the Marinas. Under this authority, the Harbormaster may issue oral and written directives, promulgate rules and regulations, and enforce all applicable laws and regulations. The Harbormaster retains all necessary authority to protect property, public peace, and safety within the Marina.

Moorage tenants who violate these Rules and Regulations may be subject to cancellation of moorage, impoundments, and/or removal of the Moorage Tenant's vessel and the imposition of Port charges associated therewith.

Port charges for impoundments and/or removal of a vessel shall be assessed against the vessel, the owner of the vessel, and/or any other responsible person.

All Port, Municipal, County, State, and Federal regulations and laws, and generally accepted safety standards and requirements apply to all Marina users and vessels.

### **1.9 Notification**

The Port has the reserved right to change the regulations from time to time. All users must, of their own accord, bear the responsibility of knowing and understanding the updated current regulations. A copy of the regulations is at all times available in the Harbormaster's Office. Extra copies are available upon request.

## **2. General User Regulations**

### **2.1 Hold Harmless**

All Marina users visiting or using the Marina or Marina facilities do so at their own risk and agree to indemnify and save the Port harmless from any loss or damage to personal property by fire, theft, or from any cause whatsoever and to indemnify and save the Port harmless from any and all liability for injury to or death of any person or persons or loss or damage to any property caused or occasioned by or arising out of the use of said Port's facilities by the Marina user which is not the result of the Port's sole negligence.

### **2.2 Liability Limitations**

The Port does not accept any liability for damages to property or injury or death of individuals caused by, or resulting from persons, corporations, agents, which occur on Port property.

The Executive Director shall be authorized to publish and enforce appropriate rules to insure security and safety on Port property including requiring



appropriate hold harmless agreements, release agreements and evidence of insurance.

Such rules and their enforcement by the Executive Director or his subordinates shall be solely for regulation.

The Port assumes no responsibility for any loss or damage resulting from the use of Port property located within the Marinas property by said person, corporation, agent, or employee of a vessel owner.

Work performed on vessels moored at the Marinas must be accomplished in such a manner as to avoid interference with other users and must not constitute any hazard to persons or property. Such persons, corporations, agents or employees will comply with all Federal, State, City and Port Rules and Regulations.

### **2.2.1 Insurance**

In accordance with the requirements of RCW 53.08.480, all persons who berth or store a vessel at the Marinas shall provide to Marina staff proof of marine insurance which, at a minimum, demonstrates insurance coverage for general, legal and pollution liability, subject to the following requirements:

A. **Private vessels.** For all private, non-commercial vessels, the required insurance shall have liability limits of at least \$300,000 per occurrence.

B. **Commercial vessels.** Commercial vessels are vessels engaged in charter, tour, launch, shuttle services, or similar activities involving the transportation of passengers for hire, or where the general public is invited to the Marinas. In addition to the requirements for non-commercial vessels, commercial vessels shall provide proof of commercial vessel insurance with protection and indemnity liability coverage for the vessel, crew, and passengers, with limits of at least \$1,000,000 per occurrence.

C. **Additional Insured.** The Port must be listed as an Additional Insured on all insurance policies required by this subsection [if the vessel is berthed for sixty (60) days or more].

### **2.3 Vehicle Traffic & Parking**

The Port has established traffic and parking regulations required for the safety and best utilization of the Marinas.

A. All Marina Users shall observe posted speed limits. Unless otherwise posted on Marina roadways, the speed limit, within the Marinas, is 15 mph.

- B. The Port may establish traffic and parking regulations required for safety and utilization of the Marina facilities.
- C. Parking in any area of the Marinas is limited to twenty-four (24) hours, unless otherwise posted or approved by the Port.
- D. Users of the Marina facilities shall only use designated parking areas.
- E. A vehicle parked in violation of these Rules, Regulations and Procedures shall be ticketed and or towed away at owner's risk and expense.
- F. The vehicle parking areas are to be used only for temporary vehicular parking in connection with the use of the Port's facilities.
- G. Marina users will not store recreational vehicles, travel or boat trailers, or any other personal property in parking areas.
- H. Living in, and/or sleeping in, cars, trailers, RV's or other vehicles in Marina facilities is prohibited.
- I. All vehicles and/or trailers utilizing the seventy-two (72) hour parking areas must have authorization from the Harbormaster and have an annual permit or payment of the daily launch/parking fee for trailers.
- J. Boat trailers will be permitted in launch ramp parking only if attached to the towing vehicle.
- K. The Harbormaster may provide extended parking for tenants who are on extended cruises subject to available parking. Written authorization is required via a permit and must be placed on the dash of the vehicle.
- L. Commercial activities in the Marina require written authorization from the Harbormaster. The Harbormaster may require offsite parking of vehicles involved in the commercial activity due to limited parking space available. (See Section 7 for additional information on Commercial Uses).

## **2.4 Garbage/Waste**

- A. Dumpsters are provided throughout the Marina for the collection of boating generated refuse. All appropriate garbage will be deposited in these containers. No garbage, trash, oil, fuel, debris, or other material, liquid or solid, shall be deposited in the water, on land areas of the Port facilities, or on any floats or piers.

- B. Depositing of non-Marina related refuse, such as hazardous or dangerous waste, in Port containers is PROHIBITED. Violators will be prosecuted and/or subject to civil penalties.
- C. Household hazardous waste, such as oil-based paints, automotive products, household cleaners, flammable liquids, corrosives, solvents, and other hazardous materials, may be disposed at the Moderate Risk Waste Facility (MRWF) at the Regional Transfer Station located at 3501 West 18th Street, Port Angeles. For more information call the Transfer Station Scalehouse at 360-417-2258 or Clallam environmental health at 360-417-2258.
- D. If the Port determines that an individual has caused the Port to spend money to clean up any waste or debris as described above, such costs will be the responsibility of, and charged to, that individual or assessed against his/her vessel subject to being collected as a lien against the vessel and through foreclosure proceedings allowed by law.
- E. Users of the Marina are encouraged to note vehicle license numbers of violators and to **report such incidents** to the Harbormaster's Office.

## **2.5 Storage**

Storage of rowboats, skiffs, dinghies, rafts, nets, reels, and other items of equipment shall be as designated by the Harbormaster. Any of the above items or other equipment or gear located without approval of the Harbormaster shall be subject to removal as a nuisance.

- A. Dinghies, rowboats, skiffs or other such vessels are not allowed on floats. A dinghy is considered any watercraft 12 feet in length or less including any overhangs or protrusions from the vessel. They must be stowed on Tenants vessel or if small enough so as to not interfere with the regular berthage of any vessel (at the discretion of marina management), moored in the water so as to not exceed the No Overhang policy. Berthed dinghies must be maintained. Dinghies that collect water or are otherwise not maintained will be impounded at the owner's expense. Dinghies may not be used as storage units. Storage of personnel gear is defined as any gear except for necessary equipment or accessories for the operation of the dinghy.

Tenders, chase boats, and other vessels larger than 12' that cannot be stored onboard Tenants Vessel will be charged according to the current rates and fees.

## **2.6 Visitors After-Hours**

Only vessel owners and authorized guests are allowed in Marina facilities between 5:00 pm and 8:00 am without prior permission from the Harbormaster. Between 5:00 pm and 8:00 am moorage tenants should make arrangements to meet their guests at the head of the ramp and escort them to their vessel.

## **2.7 Conduct**

- A. Behavior which violates any provision of applicable law, including noise disturbances, is prohibited.
- B. The consumption of alcoholic beverages, except within licensed premises or on private vessels, is prohibited, unless otherwise permitted by the Port. The use of illegal drugs is prohibited in all areas of the Marina.

## **2.8 Restroom & Shower Facilities**

### **A. *(Specific to Port Angeles Boat Haven)***

Restroom facilities are available to all Marina Users during daylight hours. Only Moorage Tenants are permitted to use the restroom and shower facilities designated "Marina Tenants Only." Afterhours access to all restroom facilities is limited to Moorage Tenants. Tenants will be issued a security access card to access restrooms, shower and security gates. Access cards are for the express use of the tenant and immediate family members. Guests of moorage tenants may use the Tenant facilities only if the Tenant is present in the Marina complex.

### **B. *(Specific to John Wayne Marina)***

*Restroom facilities are available to all Marina Users 8:00 am until 10:00 pm. Shower and Laundry facilities are only available to Moorage Tenants.* Tenants will be issued a security access card to access restrooms, shower and security gates. Access cards are for the express use of the tenant and immediate family members and are not to be shared. Guests of moorage tenants may use the Tenant facilities only if the Tenant is present in the Marina complex.

## **2.9 Children**

Children under twelve (12) must be supervised by a parent or other responsible adult while on piers and floats and in the parking lot.

## **2.10 Pets**

Pets are not allowed anywhere within the gated Marina complex without written permission of the Harbormaster. All pets must be on a leash and under the owner's control at all times while in the Marina complex. Pet owners are required to clean up after their pets and dispose of the waste in proper waste containers.

### **2.11 *Swimming, Waterskiing, and Scuba Diving:***

These activities are not permitted in the Marinas except for divers employed in working upon the underwater portion of vessels or employed by the Port.

### **2.12 *Signs, Handbills, Flyers & Pamphlets***

- A. Distribution of commercial advertising or handbills on vehicles or vessels is not permitted within the Marina complex.
- B. Bulletin boards are provided for the posting of signs advertising materials, products, services, events, etc. related to boats and boating. Postings are allowed for up to sixty (60) calendar days and must be marine related.

### **2.13 *Bicycles, Skateboards, Roller Skates***

- A. Riding of bicycles, skateboards, roller skates, or similar vehicles on floats is prohibited.
- B. Riding of bicycles, skateboards, roller skates, or similar vehicles in the Marina and parking areas is prohibited other than for the express purpose of transiting the area.

### **2.14 *Fireworks***

Fireworks of any type are prohibited at all times within the Marina complex.

### **2.15 *Hazardous Material Spills***

All hazardous material spills (such as oil, diesel, gas, hydraulic fluids, paints, solvents, antifreeze, etc.) must be reported immediately to the U.S. Coast Guard Port Spill Coordinator and the Harbormaster per Marina Spill Response Plan in Appendix B. Marina users are responsible for any environmental cleanup assessments and costs caused by their activities.

### **2.16 *Overnight Camping***

Overnight camping is not permitted anywhere in the Marina.

### **2.17 *Violation of Rules***

The violation of any regulation governing Marina facilities and lands may cause the Port to revoke the privilege of use of such facilities and lands. Violators are subject to exclusion from Port property and further subject to prosecution upon failure to stay off Port property.

### **2.18 *Emergency Assistance***

**\*\*\* CALL 911 FOR EMERGENCY SERVICES \*\*\***

### **3. Vessel Operations**

#### **3.1 Vessel Registration**

All users of vessels entering the Marina shall promptly register at the Harbormaster Office and pay moorage charges in accordance with these regulations. Failure to comply will result in charges to include all applicable moorage, fees, and penalty charges.

It is the responsibility of all moorage tenants to keep current contact information on file at the Harbormaster's Office including: Mailing address, telephone number and boat registration details.

#### **3.2 Vessel Identification**

- A. **Vessel Registration:** All vessels within the Marina must be registered with the State of Washington or their country of origin.
  
- B. **Vessel Identification:** All vessels in the Marina must have one of the following three (3) current, valid identifications permanently affixed to the hull and clearly visible from the outside:
  - 1) The Federal documented name and number of the vessel listed with the Port; or
  - 2) A Washington State registration decal and numbers; or
  - 3) An official registration from any other state or foreign country.

#### **3.3 Maneuvering**

- A. The movement of vessels in moorage areas between piers is permitted only for the purposes of mooring and transit.
- B. The speed limit for vessels in the Marina is four (4) knots or no wake, whichever is less.
- C. Vessels, vehicles, property, gear or equipment must be parked, stored, moored or maneuvered in a safe manner.

#### **3.4 Seaworthiness**

Vessels moored in the Marina must be free of hazardous conditions, as determined by the Harbormaster, and ready for cruising in local waters. The Port and/or the Harbormaster do not undertake to enforce workplace safety standards aboard vessels moored at the Marina.

- A. Vessel Owner agrees to grant permission for the on-board inspection of

his/her vessel upon reasonable request by the Port; Harbormaster; U.S. Coast Guard Boarding Officer; U.S. Coast Guard Auxiliary Vessel Examiner; or federal, state, or local law enforcement official. Failure to grant such permission may be cause for determination of unseaworthiness and/or termination of moorage.

- B. Vessels which, because of their size, condition, or construction, are deemed by the Port to be hazardous to Port property or other vessels may be denied moorage or have their moorage immediately terminated. In the event of moorage termination, the Owner must remove the vessel from the Marina within five (5) days after the termination notice is personally provided or mailed to the Owner.

Provided, however, that the Port may take, at the Owner's expense, all actions necessary, including hauling the vessel out of the water, if the Port believes that the vessel is in immediate danger of sinking or damaging other property. The Port is not obligated to inspect, nor does the Port warrant or guarantee, the condition or seaworthiness of any vessel.

### **3.5 *Living Aboard***

Except for those living aboard for less than seven (7) total days in any one month, Port policy requires all Liveaboards to receive written permission of the Port Executive Director or his/her designee. The Executive Director or his/her designee will enforce the rules and regulations for Liveaboards and require written documentation for all Liveboard approval. (See "Liveaboards" Section 5).

### **3.6 *Assignment and Subleasing***

Tenants may sublease up to seven (7) months in a twelve-month period, provided that the sublease has been approved and recorded in the Harbormaster's Office. While subleasing, the tenant will continue to receive and be responsible for the moorage bill and charges accrued in connection with the berthage space.

### **3.7 *Port Use of Vacant Tenant Slips***

The Port of Port Angeles recognizes that the Port Angeles Boat Haven and John Wayne Marina are popular destinations for transient boaters and that it has a strong obligation to be responsive to providing moorage for visiting vessels. For this reason, and in consideration of the safety and security of moorage tenants, any time a leased space will be vacant for an extended period of 48 hours or more; the moorage tenant is required to notify the Marina Office prior to such vacancy with the time and date of departure and the estimated time and date of return. Unoccupied slips will be utilized for transient moorage at the discretion of

the Harbormaster. Revenues for transient moorage in unoccupied tenant slips will be collected by the Harbormaster on behalf of the Port of Port Angeles and the tenant on record will continue to be responsible for regular moorage fees to the Port. The Port recognizes reciprocal agreements exist between Yacht Clubs and will provide appropriate accommodations per these agreements subject to written terms mutually agreed to by the Yacht Club and the Port.

### **3.8 Discharge of Sewage from Vessel**

The Port maintains sewage pump out/dump stations for use by all Moorage Tenants, as well as Guest and Transient Vessel Owners.

- A. The discharge of sewage from toilets or holding tanks into the Marina waters is prohibited. Vessel Owners that discharge sewage into the Marina waters may be subject to termination of their moorage agreement, including the payment of all Port Charges occasioned by the discharge and/or any fine levied against the Port as a result of such discharge.
- B. To prevent the discharge of gray water, the Port encourages the use of shore side facilities.

### **3.9 Used Oil Disposal**

Marina Users changing oil in vessels shall be responsible for the final disposal of the used oil. Used oil recycling stations are available for disposal of uncontaminated used oil only.

### **3.10 Open Fires Prohibited**

Open fires are prohibited in the moorage areas, including cutting torches, welders, wood burning stoves or anything that would constitute a fire hazard.

### **3.11 Moorage of Vessels**

- A. Moorage tenants are responsible for adequate fendering to protect their vessels and adjacent vessels and for securely mooring their vessels with adequate bow, stern and spring lines. Users are also responsible for safe and secure stowage of all vessel running gear, sails and equipment. In the event the Port deems it necessary to re-secure a vessel or its equipment the Port will charge the user for all materials, equipment time and labor used.
- B. Berths may be occupied by one or more vessels; however, each vessel shall be tied alongside the finger float. Vessels shall be securely tied with adequate lines in serviceable condition to prevent breaking loose of the vessel. Double berthing or rafting of vessels will not be permitted unless specifically authorized by the Harbormaster.



- C. Moorage users shall be liable for any damages or injuries resulting from improper mooring of their vessel.
- D. In the event the Port deems it necessary to reposition a vessel or its equipment, the lessee agrees to grant the Port right of access for this purpose. The Port will charge the user for all materials, equipment time and labor used but not less than a minimum administrative charge of \$50.00.
- E. No Overhang: John Wayne Marina and Port Angeles Boat Haven have a “no overhang” policy for all vessels moored at the marina. (Excluding designated slips authorized by the Harbormaster), this means that if any portion of your vessel, its gear (i.e., swim step, bow pulpit, bow sprit, rails, outboard motors, etc.) extends beyond the end of the concrete finger pier, or the walkway, the vessel is considered too long for the slip and may be relocated to the appropriate size slip. Bowsprits hanging over the float are prohibited. Many vessels may be portrayed by the vessel manufacturer as a specific size, but actually may be several feet longer. The LOA will be determined by actual measurement by Harbormaster.

### **3.12 Use of Floats, Piers and Ramps**

- A. Vessel owners, operators, crew or guests using the Marina are required to keep the pier and the finger float in the vicinity of their vessel clear at all times.
- B. Storage of oily rags, open paints or other flammable or explosive material is not permitted in Marina facilities including boathouses.
- C. Storage of anything on piers or floats is prohibited except in Port leased dock boxes (where provided).
- D. Moorage Tenant shall not place equipment, structures, or other items on the float unless otherwise authorized in writing, nor shall Moorage Tenant alter, add to, damage, or otherwise disturb the float structure.
- E. Dock stairs, when authorized by the Harbormaster, must be of lightweight construction and may not be wider than half the width of the finger float. Dock stairs will not be permitted on any head walk or cross float.
- F. Antennas shall not be affixed to any float, piling, pier, or structure within the Marina complex.

- G. Potable water hoses, wash down hoses, or garden hoses must be stored or in Port leased dock boxes. Hoses are not permitted to be stored on any dock or float.
- H. Launch Ramp: The Port of Port Angeles owns and maintains two launches in two areas: Port Angeles West Boat Haven in the Port Angeles harbor and John Wayne Marina on Sequim Bay.

The Port of Port Angeles charges a nominal fee for launching boats at these marinas. Fees are used to maintain these boat ramps and ultimately keep them easily accessible and safe to use. Annual use permits are available for frequent launch users.

Moorage tenants using the launch ramps are subject to the current fees for launching of all vessels using Port launch ramps. There will be no charge for hand launched dinghy's, skiffs, kayaks, and inflatables using the East boat launch ramp at PABH or Beach access trail located in the south parking lot at JWM.

### **3.13 *Electrical Power***

#### **A. Description**

- 1) Designated berths are provided with 110-volt or 220-volt electrical service.
  - 2) At Port Angeles Boat Haven 3 Phase, 277/480-volt electrical service is available at "F" Float.
  - 3) Replacement of burnt out receptacles, due to excessive load use or improper plugs, may result in upgrading of service at the moorage tenants expense as well as the charges for replacing the receptacles.
  - 4) Vessels moved at Port convenience will, if available, be furnished equivalent power outlets at Port's expense.
  - 5) The Port does not guarantee continuity of electric service to any vessel, the characteristics of any service that is provided, or the characteristics of the vessel service circuit breaker or assume responsibility for any inconvenience, loss or damage caused by any interruptions to electric service.
- B. All service connections between the Port outlets and the vessel, and all utilization equipment upon the vessel shall conform to the applicable city code.

- C. Shore power cords must be secured so that they will not hang into the water or constitute a hazard to pedestrian traffic on the floats.
- D. All shore power connections must be marine grade with cords designed for marine applications.
- E. Shore power cords are to be secured so that they cannot cause damage to receptacles or meter bases.

### **3.14 Potable Water**

Potable water service on the floats is not designed for permanent or fixed connection to boats or boathouses. Potable water should be used as needed for wash-down or to fill tanks, then shut off at the standpipe on the dock and disconnected. Under no circumstances should the potable water service be connected to a boat or boathouse and left on at the dock service valve. Vacuum breakers are installed on each standpipe in accordance with City standards and shall not be tampered with by Marina users or tenants.

### **3.15 Vessel Maintenance**

The Port maintains a “No Discharge” policy in the Marinas. All work on vessels in the water must comply with the Port’s Best Management Practices listed in Appendix A of this document and Regulations of the State of Washington Department of Ecology. See the Moorage Office for a list of the Port’s Best Management Practices.

- A. Welding or plate burning is not permitted in moorage areas. All hot work must be done at specific docks, as designated by the Port. Hot work permits must be obtained, with payment of associated fees, from the local Fire Marshal for this activity.
- B. Replacing and/or repairing large sections of the hull, major engine replacement, bottom work, as well as painting and sanding or varnishing that requires going to bare wood, fiberglass or metal, must be done in a boatyard.
- C. Possible repairs allowed in moorage areas include:
  - 1) Light touch-up sanding and painting. Paint and varnish should be kept in secondary containment.
  - 2) Cleaning and waxing, as long as the finish does not flake off into the water.
  - 3) Engine work that is constrained to the vessel. Any transported fluids must be in closed/sealed containers.

- 4) Installing railing, hardware, and electronics. Keep a vacuum on hand to catch dust and other particle caused by drilling and scraping.
- D. Maintenance, refit, and repair activities that, due to their scope and/or nature, create a prolonged or excessive disturbance to other users of the facilities are not permitted.
- E. Repair work that includes more than 25% of the vessel's surface area above the waterline within the calendar year must have a permit, or be done at a boatyard.
- F. Only non-toxic cleaners and soaps are to be used when washing the exterior of a boat. If cleaners are used, no visible suds or discoloration of the water are permitted. Spot clean or use small amounts of phosphate-free and biodegradable soaps only when necessary. Otherwise, use alternatives such as baking soda or vinegar as all-purpose cleaners. Remember there is no legal discharge of any cleaner to our waters.
- G. Deep cleaning must be done at a boatyard, or for trailerable boats, at a DIY carwash. Hulls that are coated with ablative or soft antifouling paints may not be cleaned in-water.
- H. Any discharge of bilgewater, detergents, bilge cleaners, soaps, and other pollutants into the water is illegal.

### **3.16 Fire Fighting Equipment**

Fire hoses and other fire fighting equipment are to be used only for the fighting of fires.

### **3.17 Fueling**

The fueling of vessels is permitted only at established marine fueling facilities. Fuel shall not be pumped over the piers or docks, except at designated marine fueling facilities. Vessel-to-vessel fuel transfers are strictly prohibited in the Marina. Transfer of fuel from one container to another container in or on a vessel is considered fueling.

### **3.18 Dock Carts**

- A. (Specific to Port Angeles Boat Haven)  
The Port provides gear carts at the head of each pier. Carts shall be promptly returned to their proper storage area immediately after use.
- B. (Specific to John Wayne Marina)

The Port provides gear carts located in the nearest dumpster enclosure to the head pier. Carts shall be promptly returned to their proper storage area immediately after use.

- C. The Port makes no guarantee or representation as to the availability or condition of dock carts.

### **3.19 Theft / Damage / Injury**

- A. The Port (i) does not accept vessels for storage; (ii) shall not be held liable in any manner for the safekeeping or condition of such vessels; and (iii) is not responsible therefore as a warehouseman.
- B. The Port is not responsible or liable for any damages to a vessel, or for the loss of said vessel, or property on such vessel, including tackle, gear, equipment, or other property either upon said vessel or upon the Marina Facilities adjacent thereto, which is not the result of the Port's sole negligence.
- C. Should damage and/or personal injury result from a violation of these Rules, Regulations and Procedures, the person responsible shall be liable to the Port for the damage and costs of collection, including attorneys' fees. Should any damage, other than normal wear and tear, be done to any float or structure, for any reason, by a vessel or vessel owner or operator, the person responsible shall be liable to the Port for the damage and costs of collection, including attorneys' fees.

### **3.20 Noise**

- A. Quiet hours are from 10:00 pm to 7:00 am. Noise levels must be kept to a minimum to avoid disturbing other tenants during quiet hours.
- B. Wind generators may not be used during quiet hours and may be prohibited if they create a nuisance to other tenants from noise.
- C. Use of diesel or gas generators in the Marina is discouraged. When it is necessary to operate a diesel or gas generator, it must not create a nuisance to other tenants from noise or exhaust.

## **4. Moorage Application & Assignment**

### **4.1 Moorage Assignment**

All moorage at the Marinas is assigned through the Harbormaster's Office.

#### **4.2 Moorage Agreement**

All moorage users shall either enter into a moorage agreement or be subject to daily transient charges and administrative fees as appropriate. Moorage Agreements shall be for a minimum of one month and at minimum, lessee must provide written notice of cancellation ten (10) days prior to effective date.

#### **4.3 Qualification for Moorage Tenant Status**

The rental of a boat berth will be approved only if the moorage tenants will moor their boat in the assigned berth. The Port reserves the right not to renew moorage assignments if, (i) the moorage facility has not been appropriately utilized in the Port's judgment, or (ii) the moorage tenant has violated any of the covenants of the moorage agreement or these Rules and Regulations.

#### **4.4 Transient Vessel Registration**

- A. Transient moorage for recreational and commercial vessels will be accepted when space is available.
- B. Berth assignment will be made by the Port on its sole judgment and may be changed according to the rates and fees.
- C. All transient vessels must be registered by the owner or operator thereof at the Harbormasters Office immediately upon arrival.
- D. Charges for moorage are due and payable upon registration.
- E. Vessels using transient berths for more than two hours are required to pay a day use fee equivalent to the base transient moorage rate.
- F. Vessels arriving after office hours shall register before 10:00 am the following day.
- G. Transient moorage checkout is 1:00 pm daily. Vessels remaining after checkout time may be charged an additional day's moorage.
- H. Failure to register the vessel in accordance with this Section will result in a penalty charge, which is in addition to moorage charges. In the event a vessel departs without registration and/or payment, the owner and/or operator shall be subject to the extra cost of billing and collecting Port charges.

#### **4.5 Application for Berth Waiting List**

- A. A deposit for placement on the waiting list is required and will be applied to the first month's moorage if the berth is accepted. If the berth is

rejected, the deposit is forfeited. The deposit will be according to the current rates and fees.

- B. An annual, non-refundable waiting list registration fee will be charged and must be renewed on an annual basis (calendar year). The registration fee will be according to the current rates and fees.
- C. When a berth is offered and refused, or an applicant cannot be contacted or fails to respond within ten (10) days, or an applicant fails to renew the annual waiting list registration, the listing shall be canceled, and the applicant will have no further right to a berth under the listing.
- D. Applicants are responsible for notifying the Port in writing of any changes in information on the application and providing an alternate contact person for use by the Port if the applicant temporarily cannot be reached at the address and phone number listed on the application.
  - 1) The Port Harbormaster shall notify applicant by telephone. If applicant cannot be reached by telephone;
  - 2) Notice will be sent to applicant by mail and/or email allowing ten (10) days for applicant to respond.
- E. Moorage Tenant must occupy slip with his/her vessel or sublet vessel within ninety (90) days of acceptance of slip assignment. The Port may, in its judgment, assign moorage to a vessel other than pursuant to its order on the waiting list and shall incur no liability for such assignment to any party.
- F. Moorage assignment shall be made by the Port after considering the following:
  - 1) Position on berth waiting list.
  - 2) Compatibility with neighboring vessels.
  - 3) Draft allows for safe moorage.
  - 4) Requirement for specific services provided.

#### **4.6 Contractual Relationship**

The Port shall not be deemed to have accepted the vessel or personal property of the Moorage Tenant as a warehouseman or for storage. Nothing in these tariffs or in the written agreement between a Moorage Tenant and the Port shall be construed as creating a bailment relationship between the parties. The Port shall not be held liable for any damage to or loss of any personal property or the Moorage Tenant's vessel or for any injury to the Moorage Tenant or invitees for

any cause whatever, upon the Port premises or adjacent thereto, except for the negligence of the Port.

#### **4.7 Moorage Tenant Responsibility**

Moorage Tenant shall keep the rented berth and adjacent float area neat and clean at all times and shall not dump or discharge waste, petroleum products, garbage or other pollutants into the waters of the Marina. Moorage Tenant shall at all times comply with Federal, State, and County laws, ordinances and regulations.

#### **4.8 Use of Moorage**

- A. Use of a float is in common with others and Moorage Tenant shall not place equipment, structures, or other items on the float, unless otherwise authorized in writing, nor shall Moorage Tenant alter, add to, damage, or otherwise disturb the float structure. No bumper materials shall be fastened to a float structure without the Port's prior approval.
- B. Living aboard boats for periods in excess of seven (7) total days in one thirty (30) day period is prohibited except pursuant to a special permit from the Port. Prior to being granted such permit, prospective Liveaboard must agree to comply with separate regulations as deemed appropriate. (See procedure for "Liveaboards" Section 5).
- C. No commercial or industrial use of the moorage floats at the Marina will be allowed without the written permission of the Harbormaster.

#### **4.9 Assignment or Transfer**

Moorage space, once assigned, may not be assigned or sublet by the Moorage Tenant without written approval of the Port. The Port agrees that its consent to a moorage assignment will not be unreasonably withheld if the assignee is a bona fide purchaser of the Moorage Tenant's vessel identified in the berthage agreement and that assignee will agree that no other vessel may be moored in the berth for a period of one year and Moorage Tenant and proposed assignee are not in default in the payment of any rent under this lease or any other lease, or not otherwise in default.

#### **4.10 Subleasing**

Tenants may sublease up to seven (7) months in a twelve (12) month period, provided that the sublease has been approved and recorded in the Marina office. While subleasing, the tenant will continue to receive and be responsible for the moorage bill and charges accrued in connection with the berthage space.



#### **4.11 Emergency Port Service**

In the event a vessel moored in the berth is, in the sole judgment of the Port, subject to loss, destruction, or damage from any cause, or if the vessel is in a condition which is causing or threatens to cause damage to Port facilities, or other vessels, or is discharging or threatening to discharge pollutants into marine waters, the Port may, but is not required to, carry out procedures which the Port deems reasonable to prevent any such loss, destruction, damage, or pollution. These procedures may include boarding the vessel and inspecting the same and/or moving the vessel ashore for storage within properties under the Port's control or for storage with private persons under the Port's control as bailees of the Port without prior notice to the Moorage Tenant.

Any costs so incurred by the Port shall be for the order of the Moorage Tenant and the Moorage Tenant shall hold the Port harmless from all such costs or expenses so incurred. For the purpose of carrying out any procedures as contemplated by this item and/or for the purposes of incurring any expenses as hereinabove contemplated, the Moorage Tenant does hereby constitute the Port as his/her attorney-in-fact and does hereby hold the Port harmless from any loss, destruction, or damage to the vessel and the personal property located thereon. The authority granted in this shall be exercised only at times when, in the sole judgment of the Port, an emergency is deemed to exist, and such authority may be carried out without notice to the Moorage Tenant.

When a vessel moored to Port facilities is in imminent danger of sinking due to water in the vessel, the Port, at its sole discretion, may provide an emergency pump-out service to protect its facilities from contemplated damages caused by a vessel sinking. This pump-out service shall be for the Moorage Tenant's account and said Moorage Tenant shall hold the Port harmless from all such costs or expenses so incurred.

The Moorage Tenant shall be given written notice by the Port of any emergency service expenses which shall be due within thirty (30) days of said notice.

#### **4.12 Nuisance**

If, in the opinion of the Port's Executive Director and/or his/her assigned subordinates, a moored vessel is a nuisance, the vessel may be moved ashore for storage within properties under the Port's control or for storage with private persons under the Port's control as bailees of the Port. Costs of such procedure shall be paid by the Moorage Tenant. This procedure may be used if a Moorage Tenant mooring or storing a vessel at the Marina fails, after being given a fifteen (15) day advance written notice that the vessel is creating a nuisance and that failure to comply will result in the vessel being moved ashore at Moorage Tenant's expense, to abate that nuisance. Notification shall be by registered or

certified mail to the Moorage Tenant at his last known address. In the case of a transient vessel, or where no address was furnished by the Moorage Tenant, the Port need not give such notice prior to moving the vessel ashore. Removal of a vessel under these conditions does not establish a bailment.

The Moorage Tenant shall be given written notice by the Port of any moving or storing expenses associated with moving the vessel ashore and storing the vessel ashore which shall be due within thirty (30) days of said notice.

## **5. Liveboards**

### **5.1 General**

- A. The Port of Port Angeles authorizes a limited number of boaters the privilege of living aboard their boats in the Marinas.
- B. Persons living aboard their boat in the Marinas must satisfy a security purpose, which is beneficial to the Port of Port Angeles.
- C. Liveboards must be willing to report hazards, suspicious incidents and danger as a part of the responsibility of being a Liveboard.
- D. Boats used for the sole purpose of living aboard will not be permitted in the Marinas. Permission to live aboard a vessel shall not be construed to create a landlord/tenant relationship under Chapter 59.18 RCW.
- E. Floating homes will not be permitted in the Marinas.

### **5.2 Procedure**

- A. Except for those living aboard for less than seven (7) days in any thirty (30) day period, Port policy requires all Liveboards to receive written permission of the Port Executive Director or his/her designee. The Executive Director or his/her designee will enforce the rules and regulations for Liveboards and require written documentation for all Liveboard approval.
- B. Prospective Liveboard tenants must complete a Liveboard Permit Application and provide three character references who can attest to the applicant's suitability as a steward of the Marina facilities. A moorage history abstract will also be required providing contact information for all permanent moorages leased over the last three years. The Harbormaster will determine an applicant's eligibility for Liveboard status based on the following criteria.

- 1) Applicant's ability to fulfill a security purpose to the Marina.
  - 2) No history of rules violations in previous moorages.
  - 3) Previous accounts in good standing.
  - 4) Background investigation.
- C. A waiting list for Liveaboard status will be maintained in the Harbormaster's Office following the criteria outlined in Section 4.5 (Application for Berth Waiting List) of these rules.
- D. Liveaboard tenants shall be identified as Permanent Liveaboards and Temporary Liveaboards.
- E. Permanent Liveaboards shall be defined as any tenant who maintains a boat as his/her primary residence.
- F. Temporary Liveaboards shall be defined as any Marina tenant who lives aboard his/her boat for less than four (4) months in any calendar year.
- G. Temporary Liveaboards shall be authorized on a case-by-case basis by the Executive Director or his/her designee. At a pre-arranged scheduled time, all Liveaboard tenants must present their boat to the Harbormaster at the designated float on an annual basis for inspection and renewal of the Liveaboard authorization.

### **5.3 Liveaboard Requirements**

- A. Moorage rates for vessels being used as residences are charged pursuant to the Port's Tariff including a Liveaboard Permit Fee.
- B. The Port may conduct a seaworthiness inspection before authorization to Liveaboard is given. Included in the seaworthiness inspection may be an inspection of the vessel's marine sanitation device ("MSD"). All Live-Aboard Vessels must have an approved Type III MSD.
- C. No discharge of treated or untreated sewage is allowed within the marina. If onboard holding tank used, Liveaboards must pump their holding tank monthly and document the pump out on the pump out log located at the Harbormasters Office
- D. Families with small children are discouraged from living aboard their vessels because of the lack of recreational opportunities, facilities, and the inherent safety hazards. Children under the age of twelve (12) must be accompanied by a responsible adult while on piers and floats. The Port

takes no responsibility for providing for the safety of children while on Port property and facilities. A child's physical safety is the sole responsibility of the parent or guardian.

- E. Vessels must, at all times, meet all federal, state, and local laws, rules and regulations, which include those pertaining to navigational and safety equipment.
- F. Any individual who lives aboard must first fill out a Liveaboard Agreement at the Marina Office. The Liveaboard Agreement must be renewed annually. It is the sole responsibility of the individual who lives aboard to renew his or her Liveaboard Agreement.
- G. Complaints concerning liveaboard behavior may result in the termination of the Liveaboard Agreement and/or the right to moorage at the Marinas.
- H. Liveaboards must provide proof of ownership to the Port that they own the vessel in which they are residing.
- I. Liveaboards must establish a post office box or make other arrangements for mail delivery. The Marina Office will not accept liveaboard mail.
- J. Vessels shall not connect directly to the dock water supply; an air gap shall be maintained at all times. During the winter months, water valves to the docks may be shut off to prevent the lines from freezing.

#### **5.4 Revocation of Liveaboard Privilege**

Liveaboards will comply with all Marina Rules and Regulations, including payment of Liveaboard Fees. Violation of rules and regulations may result in permission to liveaboard being withdrawn. Failure to vacate the vessel as a Liveaboard within twenty (20) calendar days of receiving written notice of withdrawal of permission to liveaboard may result in termination of the marine berthage agreement for the vessel.

#### **5.5 Liveaboard Parking**

Liveaboard tenants are allowed one vehicle in the permit parking areas. Additional vehicles must be parked in the public parking areas, and the number of vehicles allowed will not exceed one vehicle per licensed driver living aboard.

### **6. Boathouses** *(This section applies only to Port Angeles Boat Haven)*

Boathouses are prohibited at John Wayne Marina.

### **6.1 Moorage Agreement**

The Port considers a boathouse a vessel and therefore requires that boathouse owners shall enter into the Port's regular moorage agreement. Moorage rates for boathouses will be based on the length of the boathouse plus one-half (½) the width times the corresponding rate per foot.

### **6.2 Use**

A boathouse shall be constructed, configured and used for storing and maintaining vessels. Boathouses must have an opening to the waterway to allow quick and easy egress for the vessel inside. Boathouses may not be used as a dwelling or for any purpose other than storing and maintaining vessels.

### **6.3 Liability**

Should a boathouse, through any method or means, cause destruction or damage to any other boathouse, vessel, person(s) or other properties in the Marina the owner of said boathouse shall bear sole responsibility and liability for resulting damages.

### **6.4 Damage or Destruction**

- A. In the event of damage to, or destruction of, any boathouse by fire or other casualty which renders the boathouse uninhabitable, the owner shall promptly, at his/her expense have the boathouse and all personal property removed within seven (7) days after the event or as approved in writing by the Port.
- B. In the event of such an occurrence, the Port will endeavor to provide regular moorage for the tenant's boat.

### **6.5 Boathouse Policies**

#### **A. Policy Statement**

In an effort to standardize the appearance and construction of private boathouses, for the purpose of Marina safety and aesthetics, the Port of Port Angeles has established guidelines for the remodeling or reconstruction of these facilities. All boathouse owners must comply with these guidelines. Any boathouse owner in violation of safety and appearance regulations will be contacted by Marina Management and appropriate corrections will be made in accordance with established guidelines.

#### **B. Responsibilities of Boathouse Owner**

- 1) The exterior appearance of the boathouse must be kept neat and owner will paint boathouse when the appearance dictates such

action. All boathouses are to be painted Champion Metal grey or have silver/gray aluminum or galvanized steel siding. Existing boathouses that are beige or blue will be grandfathered until they need repainting. When repainted, they shall be Champion Metal grey. All boathouse roof material will be white or match the boathouse siding. Skylights or sidelights will be clear or translucent white. A clear and unobstructed window on the dockside shall be installed on all boathouses, and the recommended window size is 24" wide x 36" high. The window may be in the personnel door or on the face of the boathouse.

- 2) Adequate flotation must be installed and maintained to ensure the stability of owner's boathouse and the safety of neighboring boathouses.
- 3) The boathouse owner is responsible for supplying and maintaining the weatherhead and wire for connection to the main power source. All wiring shall be installed in accordance with the applicable City code and, inspected and approved by the City's Electrical Inspector before connection to the main power source.
- 4) Installation and upkeep of the water hose or other connection to the main water line will be the responsibility of the boathouse owner. No permanent connection to the Port water mains will be allowed. Connections to the water service shall be disconnected when water tanks have been filled.
- 5) The boathouse owner is responsible for providing and maintaining chain and connectors on the boathouse for attachment to the dock and must be approved by Harbormaster. The boathouse must have adequate structural capabilities to accept berthage attachments.
- 6) Repair and replacement of piling and piling rub blocks, attached at the rear of the boathouse, are the responsibility of the boathouse owner.
- 7) Removal of snow build-up from rooftops of private boathouses will be the responsibility of the boathouse owner.
- 8) No part of the boat will extend beyond the boathouse enclosure.
- 9) Boathouse owners, upon request, will provide the Harbormaster and the Port Angeles Fire Department access to their boathouses for the purpose of fire and safety inspection, compliance with environmental regulations and moorage compliance.
- 10) Boathouse owners shall comply with these standards not later than three (3) years from date of adoption by the Port of Port Angeles

Commission. Failure to meet these standards may result in cancellation of moorage agreement.

C. Responsibilities of Port

- 1) The Port will be responsible for supplying and maintaining the main power source.
- 2) The Port will be responsible for maintaining water lines on the docks.
- 3) The Port will be responsible for providing connectors on the float for attaching the boathouse to the dock. The Port will execute emergency repairs to boathouse attachments/chains, or will make such repairs on request, at the expense of the boathouse owner.

D. Compliance with Regulations

A boathouse owner shall maintain his/her boathouse in a safe and attractive condition, consistent with the Port's regulations, policies and procedures. When complaints or discrepancies arise, the Harbormaster should be informed. He may either resolve the issue directly, or may refer the matter to the Marina Manager or Executive Director for final resolution.

E. Residency Restriction

Boats used for the sole purpose of living aboard will not be permitted in the Boat Haven. Permission to live aboard a vessel for security purposes shall not be construed to create a landlord/tenant relationship under Chapter 59.18 RCW.

F. Rebuilding, Remodeling or Replacement

The rebuilding, exterior remodeling or replacement of private boathouses must be approved in advance, in writing, by the Port Executive Director. A copy of shop drawings must accompany all requests to rebuild or remodel privately owned boathouses. The City of Port Angeles Building Department requires building permits for new construction or remodels. Copies of required permits shall be provided to the Port before construction or repairs are undertaken.

**6.6 Boathouse Specifications**

A. Authorization to Build

Detailed engineering plans, stamped by a Civil Engineer licensed in the State of Washington, must be submitted to the Port. Plans must be

approved in writing by Port Executive Director. Failure to acquire prior authorization from the Port's staff may result in work stoppage and possible eviction. Authorization to build given by the Port shall not guarantee any minimum tenancy and shall not create any warranty implied or otherwise. All tenancies for boathouses and berthage are terminable per the moorage agreement.

## B. Building Codes

All construction involving private boathouses shall conform to applicable codes of the City of Port Angeles and the Shoreline Management Act.

## C. Building Guidelines

- 1) Electrical. The boathouse owner will supply the weatherhead and wire for connection to the main power source. All interior wiring will comply with the electric code adopted by the City of Port Angeles. The Port will supply and maintain the main power source. Service will be limited to what is available on the dock and in most cases cannot be upgraded.
- 2) Waterline Connection. The Port will be responsible for waterlines on the docks.
- 3) Structure. Boathouse owners are responsible for the structural, flotation and general engineering requirements for the boathouse.
- 4) Roofing and Siding. Materials shall be galvanized steel, aluminum, or industrial corrugated sheet metal, with a minimum thickness that complies with the building code adopted by the City of Port Angeles. All siding shall be installed vertically or in accordance with the manufacturer's recommendations. Roof trusses shall comply with the building code adopted by the City of Port Angeles with roof pitch (gable) no less than a 4/12 grade.
- 5) Decking. Deck and flotation supports shall be treated with an approved wood preservative. Interior decking shall be minimum 3/8" plywood.
- 6) Flotation. For new construction, flotation shall be (as a minimum) encapsulated expanded polystyrene with minimum density of one pound per cubic foot and a minimum buoyancy of fifty-five pounds per cubic foot. Flotation must be permanently affixed to the underside of the boathouse. For repairs or retrofit, alternative flotation will be evaluated on a case-by-case basis.
- 7) Entrance Door. The entrance door shall consist of a roll-up, folding or interior track door and will be fully closeable to within one (1) foot



of the water's surface. No outward opening barn door type will be approved. Doors shall be the same color as the building exterior or an approved equal. Fabric doors shall be American Clayworks PAK Knit Shade Fabric, Knit White, or an approved equivalent. Vinyl fabric or tarps are not an approved alternative.

- 8) Piling Rub Blocks. Rub blocks at the rear stabilizer piling shall be installed on all boathouses with existing adjacent pilings.
- 9) Piling/Collars. In the event the Port determines that the new or remodeled boathouse requires the addition, extraction or relocation of a stabilizer piling, or the installation of a collar or other attachment device to connect the boathouse to the piling, such alteration(s) will be the responsibility of the boathouse owner, at their risk and expense. The Port will be responsible for these improvements if the Port relocates boathouses for the Port's convenience.

## **7. Commercial Use**

Commercial use of Marina facilities, including moorage areas, launch ramps, parking areas, and all vessels or vehicles therein must be authorized by the Harbormaster. Requests to conduct commercial activities in the Marina shall be presented to the Harbormaster in writing. Each application for commercial use shall include a copy of a valid business license, proof of insurance of not less than one million dollars (\$1,000,000.00) general liability and description of their business activities. If the commercial use is approved the applicant will be required to sign a hold harmless agreement and provide a certificate of insurance with the Port of Port Angeles named as additionally insured. Commercial use proposals will be reviewed on a case-by-case basis and must not interfere with common use of moorage facilities. The Port may, in its sole discretion, waive or amend these requirements as they pertain to transient commercial uses. Any authorization herein provided shall be in writing and are subject to appropriate fees per the current rate and fee structure. Commercial users may be required to obtain a license or permit from the City of Port Angeles when appropriate.

- A. Compatible commercial activities may include:
  - 1) Charter boat operations (fishing, sightseeing, dive charters, dinner cruise)
  - 2) Launch services
  - 3) Harbor tugs
  - 4) Oil spill response
  - 5) Loading and offloading freight, cargo, and miscellaneous supplies

- 6) Seafood sales to the public.
  - 7) Boat brokerages
  - 8) Marine repairs
- B. Non-compatible commercial activities include but are not limited to:
- 1) Bed and Breakfast Charters
  - 2) Charters that do not leave the Marina
- C. The Port may approve other incidental commercial activity, upon request, which in the Port's judgment does not interfere with common use of the moorage floats by other tenants. All commercial activity is a privilege separate and apart from moorage in the Marina and commercial privileges may be permanently revoked.

## **8. Fishing Vessels**

- 1) Fishing vessels which are paid permanent or transient tenants of the Marina and whose accounts are in good standing, may, load and unload equipment, cargo or catch at the following locations only:
  - a) The Breakwater Float at the water entrance to John Wayne Marina.
  - b) The designated area of the launch ramp at John Wayne Marina.
  - c) The work float at Port Angeles Boat Haven.
- 2) No fishing vessel will lay at a designated loading/unloading area for more than one (1) hour in any twenty-four (24) hours while loading or unloading unless approval has been given in advance by the Harbormaster.
- 3) Fishermen shall be required to leave the loading/unloading areas and approaches in a clean, undamaged condition.
- 4) Use of the work float at Port Angeles Boat Haven should be scheduled in advance with the Marina Office. Scheduled activities will take priority over unscheduled use of the dock. Daily transient electrical rate will be charged for use of electricity at work dock.
- 5) Marina dock carts are NOT to be used for transporting seafood products, including but not limited to, loading or unloading of bait, catch, or cargo.

The Port or its agents shall be the sole judge of the necessity for, or the reasonableness of, clean-up activities after. Fishery loading and unloading is a privilege separate and apart from moorage tenancy and privileges may be permanently revoked upon any failure to comply with these rules.

Seafood buyers conducting business on Marina premises must enter into a Commercial Seafood Buyer Agreement with the Port and pay an annual (calendar year) Seafood Buyer Permit fee per the current Port Rates and Fees.

## **9. Collection of Port Charges**

Moorage charges must be paid in advance on monthly receipt of invoice. Moorage charges will be based on overall length per lineal foot per month, length of slip or vessel whichever is greater.

Barges, boathouses, and multi-hull charges will be based on overall length plus one-half (1/2) the width per lineal foot. Short term transient charges will be a flat fee per day and must be paid in advance.

Invoices covering all charges are due and payable in full upon presentation unless otherwise specified. Any invoice issued for any charge remaining unpaid for a period of fifteen (15) days after presentation is subject to an interest charge of one percent (1%) per month on the unpaid balance from date of original invoice. Payments will be accepted at the Harbormaster's Office; or Port Administration Office, 338 West First Street, Port Angeles; or by mail:

Port Angeles Boat Haven:

Port Angeles Boat Haven  
832 Boat Haven Drive  
Port Angeles, WA 98363

John Wayne Marina:

Port of Port Angeles  
P.O. Box 1350  
Port Angeles, WA 98362

An account that is sixty-one (61) days past due will have an additional Late Fee charge added. The Late Fee will be fifty dollars (\$50.00) per month for each and every month an invoice is overdue by more than sixty-one (61) days. This Late Fee will be in addition to the interest imposed in paragraph three of this section of the Rules and Regulations.

In addition, any check returned to the Port because of Insufficient Funds will be charged an additional fifty dollars (\$50.00) to the outstanding balance of the tenant.

#### A. Procedures

- 1) The Port's Executive Director and/or his/her assigned subordinates are authorized to take reasonable measures, including the use of chains, ropes, and locks, or removal from the water, to secure vessels within the moorage facility so that the vessels are in the possession and control of the Port and cannot be removed from the moorage facility. These procedures may be used if an owner mooring or storing a vessel at the moorage facility, after being given a fifteen (15) day advance written notice that charges are owing, that the owner has a right to commence legal proceedings to contest that such charges are owing and that failure to comply will result in the vessel being seized by the Port, fails to pay the Port charges owed or to commence legal proceedings. Notification shall be by registered or certified mail to the owner at his last known address as evidenced by the moorage agreement. In the case of a transient vessel, or where no address was furnished by the owner, the Port need not give such notice prior to securing the vessel. At the time of 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 ninety (90) days from the time the notice is 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.

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

- 2) The Port's Executive Director and/or his/her designee are authorized at their discretion to move vessels ashore for storage within properties under the Port's control or for storage with private persons under the Port's control as bailees of the moorage facility if the vessel is, in the opinion of the Port, 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.

- 3) If a vessel is secured under subsection A.1 of this section, or is moved ashore under subsection A.2 hereof, the owner who is obligated to the Port for Port charges may regain possession of the vessel by:
  - (a) Making arrangements satisfactory with the Port for the immediate removal of the vessel from the moorage facility or for authorized moorage
  - (b) 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 owner of the amount owing, or pending resolution of the matter of the Port charges in a civil action in a court of competent jurisdiction. After entry of judgment, 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 as much of the bond or other security as is agreed, or is necessary to satisfy any judgment, costs and interest as may be awarded to the Port. The balance shall be refunded immediately to the owner at his last known address.
- 4) If a vessel has been secured by the Port under subsection A.1 of this section and is not released to the owner under the bonding provisions of subsection A.4. of this section within ninety (90) days after notifying or attempting to notify the owner under subsection A.1 of this section, the vessel shall be conclusively presumed to have been abandoned by the owner.
- 5) If a vessel moored or stored at a moorage facility is abandoned, the Port may, by resolution of its Commission, 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 owner of the vessel shall be given at least twenty (20) days' notice of the sale in the manner set forth in subsection A.1 of this section if the name and address of the owner is known. This notice shall contain the time and place of 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 (10) but not more than twenty (20) 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 the superior court for the county in which the vessel was impounded to contest the validity of the impoundment or the amount of the Port charges owing. Such lawsuit must be commenced within ten (10) days of the date the notification was provided pursuant to subsection A.1 of this Section, or the right to a 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 (1) year of the date of sale, the excess funds from the sale shall revert to the derelict vessel removal account established in RCW 79.100.100. If the sale is for a sum less than the applicable Port charges, the Port is entitled to assert a claim for 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 (10) days of sale, title to the vessel will revert to the Port.
- 6) That which is set forth in this Section is enforceable only if the Port has had these regulations conspicuously posted at the moorage facility where it wishes to enforce said regulations at all times.
- 7) Nothing hereinbefore contained in this Section may be construed as a limitation of any rights, privileges, or remedies previously or hereinafter existing under any applicable laws affecting the Port.

#### B. Reinstatement of Overdue Account

A tenant who has been sent to collections or has been seriously delinquent (secured pursuant to A.1 of this Section) may be reinstated as a moorage tenant if they meet certain conditions and requirements:

- 1) Probationary period: The account must be prepaid three (3) months in advance for twelve (12) months following the date of reinstatement.
- 2) Any missed payments during probationary period will be cause for termination of moorage agreement.
- 3) Refundable clean-up deposits may, at the sole discretion of the Port, be applied to reduce the balance of delinquent accounts, (those more than sixty (60) days past due).

###

## **Appendix A: Marina Best Management Practices**

BMP's are intended to be practical and affordable actions that can reduce pollution at the source, but they will only work with everyone's participation. By effectively implementing source control measures now, marinas and marina tenants may be able to avoid more expensive and restrictive measures being placed on the boating public by regulatory agencies in the future. By implementing the following BMP's, we can show our commitment to preserving the surrounding environment in accordance with the guidelines issued by the Washington State Department of Ecology and the requirements of the Federal Clean Water Act.

### **Commercial Activity**

- Boat hulls with soft or ablative anti-fouling paint shall not be scrubbed or cleaned in the Marina by divers or with underwater scrubbing devices. Approved haul-out facilities must be used for these coatings. Mechanical devices or scrapers, or any process that removes paint underwater may not be used.
- Divers are not allowed to leave any sort of material in the water including film, debris or zinc.
- Contractors must dispose of their own waste off site. The marina is not permitted to handle hazardous wastes generated by commercial operators or maintenance contractors.

### **Engines and Bilges**

- Household hazardous waste, such as oil-based paints, automotive products, household cleaners, flammable liquids, corrosives, solvents, and other hazardous materials, may be disposed at the Moderate Risk Waste Facility (MRWF) at the Regional Transfer Station located at 3501 West 18th Street, Port Angeles. For more information call the Transfer Station Scalehouse at 360-417-2258 or Clallam environmental health at 360-417-2258.
- Absolutely no oil, fuel, or anti-freeze is to be discharged into the marina. Use absorbent pads to soak up oil and fuel in bilges.
- Do not pump contaminated bilge water into the marina. Install a



manual bilge pump shutoff switch to avoid discharging contaminated bilge water.

- Never drain oil, antifreeze or other liquids into the bilge. Use pumps to drain engine oil directly. Recycle all waste oil and antifreeze on shore.
- Do not dispose of fuel, oil or filters in the dumpsters. Recycle oil, antifreeze and oil filters at appropriate shore-side facilities. Do not mix any other fluid with waste oil when pouring into recycling tanks. Waste oil contaminated with other materials cannot be readily recycled and disposal costs increase dramatically.
- Do not use detergents or soaps on fuel, oil or otherwise contaminated bilge water. While enzyme-based bilge cleaners are generally safe to use, it may take some time before the oil sheen is gone. It is best to remove contaminated
- water and dispose of it appropriately at on-shore facilities. The discharge of emulsified oil is a violation of state law. Use absorbent pads.
- In Washington State, boats that are over 26' in length are required to display an "oil Discharge is Prohibited" placard near the bilge pump switch (placards are available at most marine supply stores). Fines for discharging oil from a bilge can amount to as much as \$20,000 per day per violation.

### **Boat Fueling**

- Report oil and fuel spills immediately to Port Spill Coordinator at (360) - 460-2696 or (360)-223-0844 and then Washington State's hotline at 1(800) OILS-911 and the National Response Center 1-800-424-8802. If you cause a spill, stop it at the source and start to clean it up immediately. Do not pour liquid detergent onto the spill; this is illegal, makes recovery impossible and makes the spill worse under the surface.
- Do not "top-off" or overfill tanks. Know your fuel tank capacity and don't wait for fuel to spill out of the overflow vent to indicate full. Place a bucket or an absorbent pad at the fuel vent in case of accidental overflow. Special No-Spill containers are available at marine supply stores for this purpose. Remember warm weather and direct sunlight can

cause expansion and a fuel vent spill even after fueling is completed. In-line fuel/air separators and indicator whistles can be installed to reduce fuel vent spills.

- Do not hose down accidental fuel spills. Do not use detergents or soaps to clean up fuel and oil spills. Use absorbent pads when feasible.

### **Sewage and Gray Water**

- Do not discharge sewage directly overboard. Discharge within three (3) miles of land is illegal and subject to fines up to \$2,000.
- If onboard holding tank used, **Liveaboards** must pump their holding tank monthly and document the pump out on the pump out log located at the Harbormasters Office.
- Y-valves must be safety wired to ensure sewage flows into holding tank only.
- Store sewage in holding tanks and dispose of properly at a pump-out station or use a pump-out service.
- Even treated sewage is a threat to the shallow water environments. Do not discharge treated sewage (including Coast Guard approved MSD's) while in the marina.
- Minimize detergent usage and oily food waste in on-board sinks and showers. Scrape off table scraps and dispose of in the trash. Use shore side facilities whenever possible.

### **Vessel Cleaning**

- Scrub and rinse your boat often. A quick rinse after each outing reduces the need to scrub the top-side with harsh cleaners.
- If cleaners are used, no visible suds or discoloration of the water are permitted. Spot clean or use small amounts of phosphate-free and biodegradable soaps only when necessary. Otherwise, use alternatives such as baking soda or vinegar as all-purpose cleaners. Remember there is no legal discharge of any cleaner to our waters.

### **Surface Preparation and Refinishing**

- Painting and refinishing of boats (when in the water) is limited to minor touch ups. All work must be contained. Major work involving more than 25% of the boats above water surface areas must occur on land at a permitted boatyard. Schedule cosmetic work during annual haul-outs.
- Tarps must be used to capture all dust, drips, and debris. Any discharge to marina waters is a violation of state and federal law. Airborne particles may damage adjacent boats. The open water area between the hull and the dock must be tarped during rail or minor hull work.
- Do not work from a float or small boat.
- Limit use of paint, thinners and varnish on board or on the dock to containers of one (1) gallon in size or smaller.
- All paint mixing must be done on the shore, not the dock or the deck of the vessel. Open cans should be placed inside some type of secondary containment that will catch spills. A five gallon bucket or plastic tote works well for this purpose.
- Spray painting is not allowed while boats are in the water.

### **Hazardous Wastes**

- Household hazardous waste, such as oil-based paints, automotive products, household cleaners, flammable liquids, corrosives, solvents, and other hazardous materials, may be disposed at the Moderate Risk Waste Facility (MRWF) at the Regional Transfer Station located at 3501 West 18th Street, Port Angeles. For more information call the Transfer Station Scalehouse at 360-417-2258 or Clallam environmental health at 360-417-2258.
- Do not dispose of any liquid paint, solvents or other hazardous wastes in the marina trash receptacles or any solid waste container. Completely dry all paint cans before placing in the trash.
- All hazardous waste must be disposed of properly. Do not dispose of the following in the marina trash receptacles:

- Fuel, used oil, used oil filters, antifreeze or transmission fluid
- Paints, solvents or varnish
- Batteries
- Wet shop rags
- Buy only the amount of materials you need. Use up remaining paint if possible. Take excess paints and chemicals home or dispose of them at the local hazardous waste facility. Do not discard these materials in the sewer or storm drains.
- Store usable chemicals, coatings and fuels securely on-board to prevent accidental overboard discharge. Do not store any hazardous or flammable materials on the dock, in lockers or elsewhere in the marina.

#### **Solid Waste Disposal**

- Securely store all garbage for shore-side disposal. “If it goes aboard, it comes ashore.”
- Dispose of all garbage in the marina trash receptacles.
- Collect all pet waste in plastic bags and dispose of in the marina trash receptacles.
- Let empty paint cans dry out completely before disposing of them in the marina trash receptacles.
- Recycle aluminum, cardboard, plastic drink bottles and newspapers
- Whenever possible select non-disposable containers for food and other items to minimize waste and chance of losing overboard.

### **Stormwater and runoff**

- No pressure washing of any kind is permitted in upland areas except on approved pressure wash pads.
- No boat or vehicle washing is allowed in marina parking areas.
- No dumping of any material into stormdrains.

# Appendix B: Marina Spill Notification Plan

**Spill Observer**



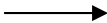
**IMMEDIATELY NOTIFY  
PORT SPILL COORDINATOR  
360-460-2696 OR 360-223-0844**



**OIL SPILL CONTAINMENT CREW  
AND  
HARBORMASTER**  
  
PABH: 457-4505  
JWM: 417-3440



**BACKUP SPILL COORDINATOR  
460-1364  
DIRECTOR OF ENGINEERING  
460-3586**



**Washington  
Department of  
Emergency  
Management  
(800)-258-5990**  
  
**National  
Response Center  
(800)-424-8802**  
  
**USCG  
(360) 417-5840**  
  
**ECOLOGY  
(360) 407-6300**



**SUBSTANTIAL  
SPILL**



**PORT ANGELES POLICE/FIRE DET: 911  
CLALLAM COUNTY EMERGENCY MGMT: 417-2483  
WASHINGTON EMERGENCY MANAGEMENT: 1-800-258-5990  
NATIONAL RESPOSNE CENTER: 1-800-424-8802  
US COAST GUARD 457-4404  
USCG MARINE SAFETY OFFICE: (206) 217-6232  
NATIONAL RESPONSE CORPORATION: (206) 546-7150 or  
1-800-333-SPILL**