

# Shipyard Cove Marina Rules and Regulations

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## **Purpose & Application**

The Port of Friday Harbor limits the use of moorage to specific purposes and must administer those uses carefully to ensure fairness to all customers. Therefore, the Port reserves the right to allocate the use of any moorage space as it deems necessary to meet that end.

The purpose of the Rules & Regulations Customer Guidelines is to promote the safe and efficient operation of the Shipyard Cove Marina and provide better service for boaters and the public.

The Marina Rules and Regulations may be modified from time to time by resolution of the Commissioners for the Port of Friday Harbor at the regular public meetings.

The Rules & Regulations in these guidelines apply to all users of the Shipyard Cove Marina facilities. Owners of boats and vehicles using facilities or space within the marina are subject to charges as listed in the Port's Schedule of Fees & Charges.

## **Authorization to Administer Regulations, Policies and Procedures**

The Port Commission authorizes marina management to enforce these regulations by written or oral instructions.

Marina Management may request persons violating these regulations to leave the marina and/or may obtain assistance of law enforcement officers to protect property, lives or to preserve the peace.

Marina customers who violate regulations and procedures may be subject to cancellation of moorage contracts, impoundment, and/or removal of vessel.

Charges for removal of a vessel will be assessed against the vessel and/or its owner(s).

Management may interpret the reasonable intent of these regulations to carry out the purpose of the regulations.

## **Definitions**

Annual Schedule of Fees & Charges: refers to fees and charges approved by the Port Commission for moorage or storage and all other charges owing or becoming owing between a vessel owner and the Port, including but not limited to, costs of sale and related legal expenses.

Boat/Vessel: defines a structure designed for navigation on the water, capable of being used as a means of transportation and used for recreational boating, yachting, commercial fishing or other recognized purposes.

Business Moorage: a slip or space which the Port assigns for an approved commercial use.

Complimentary Moorage: a slip or space which the Port assigns for temporary or permanent use by a community organization, public agency, or non-profit group. The Port Commission may waive any and/or all fees in exchange for other value received by the Port.

Customer: is defined as any person, including boat owners/operators, marina tenants and the public entering the marina.

Dinghy: a small boat up to 13' carried or towed behind a larger boat as a tender without a cabin.

ELOA: extreme length overall

Facility: refers to Shipyard Cove Marina.

Live-Aboard: A Liveaboard is defined as any person who sleeps aboard a vessel for more than 15 days in any one calendar month while the vessel is moored at the Marina.

Marina: includes water, land, air space and all buildings within the boundaries of the Shipyard Cove Marina.

Marina Management: refers to the management of Shipyard Cove Marina, its agents and representatives, hereafter referred to as management.

Port: refers to the Port of Friday Harbor.

Skiff: a small boat 14-17' to be carried or towed behind a larger vessel as a tender without a cabin.

Sublease: refers to an agreement held by a person other than the owner of record who has authorization to place his/her vessel in an assigned moorage space.

Waiting List: refers to the list of persons who are not yet tenants of the marina but have requested permanent moorage. The wait list allows customers to choose the Ports main Marina, Shipyard Cove or Jensen Marina.

### **Qualifications and Requirements**

Applicable Status- Customers shall comply with all Port, Municipal, County, State, Federal regulations and laws, as well as any other safety requirements directed by Management.

Insurance Required- Vessel owners must provide a certificate of liability insurance with a minimum limit of \$300,000 encompassing general, legal and pollution liability. The Port must be listed as an additional insured on the policy with the address PO Box 889 Friday Harbor, WA 98250. Current copies of the insurance certificate must be on file at all times and must be in place prior to approval of the moorage agreement. Insurance that has been cancelled or revoked for more than 30 days will incur a noncompliance fee (See Annual Fees and Charges).

Boat Qualifications- The vessel must be kept seaworthy at all times as defined by Port Policy and must meet all federal, state and local laws, including but not limited to laws pertaining to navigation, safety, registration and sanitation equipment. Boats moored in the marina must at all times be ready for immediate cruising in local waters.

Licenses Required- A copy of the vessel registration is required with the Moorage Agreement. Annual state registration decals must be attached to the hull of the vessel. Current copies must be on file in the office at all times.

### **Responsibilities of Customer and Proof of Ownership**

Customer must provide current USCG documentation or State Registration as proof of ownership. Use of assigned slip is personal to the customer for which it was assigned. Persons buying the vessel, or any interest thereof will not acquire any rights to the slip.

If moorage conditions are not met, the moorage agreement may be terminated.

Boats that, because of their size or construction are deemed by Port management to be hazardous to Port property or other boats will not be granted moorage.

Moorage may be terminated if a vessel deteriorates to the point that it is deemed a hazard to marina property or other boats.

When requested, a boat owner must grant permission for an onboard inspection of the boat by Port management, U.S. Coast Guard boarding officer, U.S. Coast Guard Auxiliary boat examiner, U.S. Power Squadron boat examiner, or authorized San Juan County Sheriff's deputy or be deemed in noncompliance with the above article.

### **Waiting List**

Due to high demand for moorage, when the requested moorage is not available applicants may be placed on a waiting list based on ELOA, beam, and draft of vessel. The waiting list is processed by date of application and moorage is assigned in that order. All moorage customers must go through this process to be eligible for moorage privileges.

### Procedures

1. Customers desiring moorage must fill out a Waitlist Application.
2. A non-refundable fee must accompany each waitlist application. (See Annual Fees & Charges).
3. The waitlists are organized according to facility, slip length and by application date.
4. Applying for more than one slip in a facility or to more than one facility will each incur a waitlist fee.
5. When moorage is offered and applicant chooses to not accept, applicant will be removed from the waitlist. Applicant has 10 days to respond to offer of assignment. If the applicant does not respond they will be removed from the waitlist. Applicant may choose to go to the bottom of the waitlist with a new date as of date slip was refused.
6. Applicants are responsible for updating their contact information with the Harbormaster in the event of any changes.
7. Applicants may transfer from one waiting list to the other, with the original date, without charge, one time only.
8. Customers with 30'+ vessels assigned from the waitlist to a permanent slip after March 1, are obligated to pay moorage for the slip through December 31 of that same year.
9. Customers may request a transfer to another moorage space or other Marina. They will be placed on the waitlist as a TRANSFER account according to the date of the transfer request. Customers already assigned from the waitlist do not receive preferential treatment over those currently on the list.
10. A Port employee may be approved for liveaboard status as a condition of hire regardless of whether a waiting list for liveaboard status exists.

### **Moorage Assignment**

Use of an assigned slip is personal to the customer for which it was assigned. Customers may have partnerships with up to three people, each individual owning 33% interest in the vessel. Persons buying the customer's vessel, or any interest thereof will not acquire any rights to the slip. Vessels will NOT be used as a time share, VRBO, or Air BNB. Any customers found to be renting out their vessel will be given a one-time warning. If customer violates the rule after one warning the customer's moorage agreement will be terminated. Customer will have 30 days to vacate the Marina, or the vessel will be impounded.

### Procedures

1. A moorage agreement must be signed by both the moorage holder and Port staff. All vessels must be able to pass the U.S. Coast Guard or U.S. Power Squadron vessel safety check. For Federal requirements of recreational vessels refer to [www.uscgboating.org](http://www.uscgboating.org)
2. A one month's moorage deposit plus the first month's moorage must be paid upon signing the moorage agreement. Deposits are updated annually to match rate adjustments.
3. Prior to bringing the vessel in for assignment, owner will provide proof of insurance, and registration.
4. Moorage may be cancelled with 15 days' notice.
5. If the above conditions are not met the moorage agreement will be terminated.

### Dimensional Considerations

1. Moorage is assigned by Marina Management with regard to a vessel's overall length, beam, draft and operational characteristics.
2. Boats already in slips that do not meet dimensional criteria may be moved at the Marina Management's discretion.

3. Two feet is the maximum amount of overhang in the slip.
4. If vessel length exceeds required considerations owner will be placed back on waitlist until such time the appropriate size slip becomes available, paying all applicable waitlist fees.

#### Optimum Utilization

Boats may be moved by Management for the purpose of maximizing utilization of water space, protecting life and property, accommodating marina repairs, improvements, maintenance, construction, and when otherwise necessary, with or without advance consent of the owner.

#### Sublet Assignments

##### **Customers may not sublet slips without the Port's consent.**

1. Customers may sublet moorage slips for up to six months out of any 12-month period. A contract for moorage must be filled out by subletter. Permanent customers with 30' + vessels must occupy their slip for 4 of the remaining 6 months. If vessel does not occupy slip the Port may continue to sublet slip, charging both customer and sublet. Permanent customers must give Port 30 days' notice to return to slip.
2. Moorage customers may allow a guest to use their slip for up to a maximum of 30 days out of one year. Moorage customers must provide the Port Office with the guests' name, vessel name, and phone number.
3. Permanent moorage customers may solicit a sublet customer for their slip. The sublet's vessel must be of comparable length and width. Permanent customers may also inform the Marina office of a slip available for sublet and Marina Management may sublet the slip if there is a request. The Port does not in any way guarantee the slip will be sublet.
4. Sublet customers will pay per the Annual Schedule of Fees and Charges. Permanent customers may not charge sublet customers any fee or charge. The sublet is expected to adhere to all of the same Marina Rules and Regulations as all permanent customers.

#### Sublet Assignments- Sale of Vessel

##### **A person purchasing a vessel in Shipyard Cove Marina does not acquire any rights to the slip.**

1. If the customer selling their vessel is keeping their moorage and putting a new vessel in the slip, they may sublet their slip to the purchaser for up to 6 months.
2. If the customer selling their vessel sublets the slip to the purchaser, the seller's security deposit will be held until the sublet ends.
3. If the customer selling their vessel is closing their account, the purchaser may sublet for a max of 30 days.

#### Moorage Reassignment/Transfer Requests

Permanent customers may request a change of slip by submitting a written request to the Port office. Such requests will be maintained in order of the date of request. Second refusal of slip removes customer's name from transfer list.

Assigned moorage is personal to the tenant of record and may not be assigned or transferred to any person or entity except as follows: Upon death of the tenant of record, moorage rights may be passed to an immediate member of the family; namely the spouse, child, father, mother, or brother or sister. **A person purchasing a boat from a customer of the marina does not acquire the moorage space.** To obtain moorage within the marina, the purchaser must apply for moorage and be placed on the waitlist should one exist at that time.

#### **Business Monthly Moorage**

Business moorage is not currently offered at the Shipyard Cove Marina.

### **Complimentary Moorage**

The Port may issue any number of moorage spaces as complimentary moorage without considering the applicable waiting list. Tenants using these spaces must comply with all applicable Port Rules and Regulations.

Transfer or sublease of a Complimentary Moorage space is not allowed. Only the vessel registered to the tenant is allowed to occupy the space. Complimentary Moorage tenants must provide comprehensive liability insurance naming the Port as additional insured in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in aggregate. Complimentary Moorage is granted at the sole discretion of the Port Commission.

### **Fishing Vessel Moorage**

No priority or discount for moorage is given to commercial fishers/divers at the Shipyard Cove Marina.

The Port does not allow commercial fisher/divers to sell fish at the Shipyard Cove Marina.

### **Winter Monthly Moorage**

Winter moorage is not currently offered at the Shipyard Cove Marina.

Summer monthly breakwater moorage or walkway may be assigned at the Harbormaster's sole discretion on a first come first served basis.

### **Vessel Management**

The Harbormaster assigns all moorage at the Marina. All vessels may be required to pass a vessel safety check, to be performed by their choice of the U.S. Coast Guard Auxiliary or U.S. Power Squadron.

Owners are responsible for providing adequate fenders to protect adjacent vessels as well as for securely mooring their boats with adequate bow, stern, and spring lines. Four or more lines are advised.

Mooring lines shall not cross any walkways, nor tie to anything other than the cleats provided (i.e. lines shall not be tied to pilings, power service posts, electrical conduit and water pipes.)

Shore power cords and water hoses must be secured so that they do not hang in the water, create a hazard for pedestrians, or cannot cause damage to power posts. Extension cords are not allowed to be used as marine shore power cords or wrapped around power pedestals.

Use of tarps to cover any portion of the vessel, items on deck, or the docks is PROHIBITED.

Customer may not alter docks, floats, piling, power posts, water spigots', or any other portion of Port property.

Customer may not bolt, nail, screw, or affix anything to Port property without prior permission of the Harbormaster.

Any alterations made, or anything attached by customer will be removed at the customers expense of labor and any or all damages created by doing so.

Customers may request to move or have cleat(s) added at the slip per the Annual Schedule of Fees & Charges.

Corner bumper wheels are expressly PROHIBITED.

### **Billing Procedures/Payment Due to Port**

Moorage rates apply to vessels, their owner(s)/operator(s), agents and/or responsible persons. Moorages fees are due and payable to the Port in advance.

Moorage slip rates are based on whatever is longer, the vessel or the slip. Side-ties not in slips will be charged by the ELOA of the vessel.

For moorage rates, refer to the Annual Schedule of Fees & Charges.

All moorage agreements are month-to-month agreements.

Electricity at the slip is metered and is billed in addition to moorage.

A Security Deposit is required from all moorage tenants equal to one month of moorage rent. This security deposit will be adjusted annually to equal one month of moorage, according to the Annual Schedule of Fees and Charges.

### **Storage on Docks**

Boat owners, operators, crew, or guests using the Facility are required to keep the outside of their boat, dock boxes and the pier or finger in the vicinity of their boat neat, clean and orderly. (No deflated dinghies or unused equipment may be stored on floats.) Customers must check with the Harbormaster prior to purchasing their own dock box for suitable dimensions. They may be shipped to the facility and will be installed by Port Staff. No home-built dock boxes are allowed.

Dock boxes are permitted where space available and are subject to Harbormaster approval and annual inspection by Port staff.

Storage of oily rags, open paints or other flammable or explosive material in dock boxes or any other marine facility is prohibited.

Satellite communications equipment may be mounted on vessels only and not on Port property, unless permission is granted by the Harbormaster.

### **Maneuvering**

The Port defines all water areas inside the breakwater of Shipyard Cove Marina as narrow channels as defined by the U.S. Inland Rules of the Road. Therefore, a sailboat or any other craft, including a seaplane, does not have the right-of-way over another vessel based solely on its method of propulsion.

The movement of vessels within the moorage area (between floats) must be for the purpose of mooring, entering or leaving a slip only in a safe and orderly manner. Random cruising by vessels is not permitted.

The Harbor speed limit is 4 knots or no-wake speed whichever is less.

Anchoring or deploying ground tackle within the confines of the breakwater or in slips is prohibited. Anchoring within 100 feet of any float or within 300 feet of the breakwater is prohibited. Boats anchored in restricted areas may be moved at the owner's expense.

Running engine while in gear is prohibited when tied to finger piers or the breakwater.

### **Dinghies**

Dinghies may not be kept on the finger or adjacent walkways. If the dinghy is small enough it may be kept in the water ahead of the vessel as long as it does not interfere with neighboring vessels.

Dry storage is also available in the Facility. Contact the Harbormaster for availability.

### **Utilities**

#### **1. Electricity**

All shore power cords in use must be commercially produced marine grade cords with a twist locking shore end plug of either L5-30P (30A 125V) or SS2-50P (50A 125/250V) type. These designations are typically molded into the plug body near the prongs and indicated on retail packaging. Customers with cords that do not meet these standards or that have been modified in any way will be notified by email, then by phone to replace their cord. If no contact is made by the customer, the cord will be unplugged by Port staff.

A customer's vessel shall have no electrical connection on its AC power system between the neutral and ground wire or shall use an isolation transformer installed per the manufacturer's specification and all applicable

electrical code requirements. Vessels determined to have more than 30 milliamps on the ground wire of its AC shore power cord(s) will be disconnected until the vessel wiring problem can be resolved.

## 2. Water

Minimal use of water and biodegradable soap is encouraged; island water is scarce, and all soap is harmful to the marine environment.

Water spigots are available in the marina. Direct water hook-ups are not allowed. During freezing temperatures water pipes on the docks may be drained therefore water is not guaranteed. Should the marina water pipes be drained a sign will be hung on the corkboard at the Marina Office.

A nozzle should be on the end of the hose at all times.

## 3. Sewage

The waters surrounding the marinas are a no-discharge zone per chapter 173-228 of the Washington Administrative Code and the Clean Water Act. All liveaboard vessels shall be equipped with and maintained in operational condition one or more USCG certified and operational Marine sanitation device(s) ("MSD") in accordance with 33 CFR Part 159. Any vessels that are equipped with an MSD of any type which is capable of overboard waste discharge shall have all associated overboard discharge valves secured in the closed position at all times when the vessel is present in the marina and shall be subject to inspection by a Port representative at any time. All MSDs on board shall include a holding tank of a size sufficient to provide for reasonable use for the number of occupants on board, and such holding tank shall be regularly pumped out using the Main Marina pump-out or by scheduling service by Port pump-out boat.

Composting toilets shall be operated and maintained according to the manufacturer's instructions, with liquid waste being disposed of via the marina's portable toilet dump facility and solid waste being disposed of via the marina's compactor. Exceptions may be conditionally approved for vessels that are not equipped with a USCG certified MSD to allow use of a portable toilet which shall be regularly emptied at the facilities provided in the Main Marina specifically for this purpose. Alternatively, applicant may attest that all occupants of the vessel shall exclusively use the Port provided facilities.

## 4. Garbage

A compactor is provided for moorage customers only. Disposing of household trash in Marina dumpsters is PROHIBITED.

Discharge or deposit of garbage, trash, oil, fuel, debris, and/or other material, liquid or solid in the water or on land in the Marina Facilities is prohibited. These items should be disposed of in the following areas:

- a. A compactor is provided adjacent to the Marina Office building for use by moorage customers to dispose of refuse generated on board their vessel through normal use of the vessel. Disposal of large items such as mattresses, upholstery and boat parts in the compactor is not permitted.
- b. Vessel generated recycling may be brought to the Main Marina for disposal.
- c. Used oil may be disposed of at the Friday Harbor Marina. Customers must check in at the Port office to sign for the access key. Contaminated bilge water (oily) may be disposed of at the bilge water recycling station also located at the Friday Harbor Marina. Charges apply, see Annual Fees and Charges.
- d. Sewage is to be disposed of at the Friday Harbor Marina pump out station, or by schedule of the pump-out vessel with the marina office.
- e. Old used batteries may be recycled in the Boatyard, check with Boatyard personnel.

**Use of wood burning stoves is prohibited on all vessels, in all facilities.**

**Carts**

The Port provides dock carts at the top of the pier. All customers shall promptly return carts after use in order to be available for others. Carts shall also be cleaned of all debris upon return. Carts shall not be taken off the Marina premises. Personal dock carts may be used but may not be stored on finger float or walkway.

**Boat Launch**

The boat launch is available on a first come first served basis for the launching and retrieval of trailer able boats, the loading and unloading of small barges, and the lifting of recreational vessels for customers of the Shipyard Cove and Jensen Marina . Users must be courteous to others and limit time spent launching, loading, or retrieving to 30 minutes or less. The Shipyard Cove boat launch is closed to the general public. The Port provides free ramp use at the Jackson Beach boat launch with up to 72 hours free truck and trailer parking.

**Parking**

Management may establish reasonable traffic and parking regulations, including posting and issuing permits as required for orderly handling of motor vehicles on Marina premises. Parking areas are for the use of customers and people involved with the use of Shipyard Cove facilities.

Trailer parking is limited and allowed only in the designated trailer parking area on a first come first served basis. Trailers may not park in the marina customer parking areas. Overnight parking of trucks and trailers requires a permit. Parking permits may be purchased from the SYC Marina office or Port's main marina office.

Vehicles in the parking lot may not be used as a place to conduct business.

Vehicles may not be washed or worked on in Port parking lots.

Vehicles not deemed as street legal will be towed at the owner's expense. (This includes vehicles with flat tires, broken windshields, or expired tabs.)

**Upland Storage**

The Port offers storage for vessels of various sizes requiring boat stands/blocks and trailered storage for boat trailers/trailered vessels with self-access. This space is for storage only.

Vessels on blocks, boats on trailers or trailers alone are subject to relocation with 15 days' notice by the Port of Friday Harbor.

A storage agreement must be signed prior to placing items into storage. Agreements are billed on a monthly basis and cancelled with 15 days' notice to the Port. At time of signing storage agreement, the Port will issue a tag to assist in the identification of abandoned vessels, trailers, or equipment. Boats on trailers are charged at the overall length of trailer.

Charges will continue until all stored items are removed and notice has been provided.

Abandoned property is subject to impound and/or disposal at customer cost.

Environmental standards require only specific locations for vessel repairs. To work on the vessel please contact the Boatyard to assist and arrange it to be moved over.

Only the vessel on blocks, the vessel on trailer or trailer alone are the only items to be stored. No other personal items may be left outside. Vehicles are not allowed to park in storage areas.

Proof of insurance is always required to be maintained on file.

There is no electrical service or water available in storage areas at this site.



## **Lockers**

Small storage space is available for rent to Shipyard Cove tenants. No flammable liquids may be stored in the lockers. No equipment may be stored outside lockers or on top of lockers. Lockers are subject to annual inspection by Port Staff.

## **Hold Harmless**

Anyone visiting or using the facilities does so at his/her own risk. The Port does not assume responsibility for personal injury, loss or damage to property, persons, or the environment, caused by the customer.

## **Customer Conduct**

Behavior that disturbs the peace or creates a nuisance for others on Port property or any premises adjacent thereto is not permitted.

Use of alcohol or marijuana, except in licensed premises or aboard private vessels, is a violation of state and or federal law. Engaging in the use or being instrumental in the exchange of illegal drugs or other prohibited substances on Port property is expressly prohibited and will result in the immediate termination of moorage.

The display or use of firearms, air guns, aerial devices and lighting of fireworks or flares on Port premises is strictly prohibited.

A parent or other responsible adult must accompany children 10 years of age and under while on vessels, piers and floats. All children 12 years of age and under are required to wear a personal floatation device (PFD) when unaccompanied. Children's PFDs are available for loan at the Friday Harbor Marina office or at the PFD display on the Friday Harbor Marina main pier at the reuse center.

All pets must be on a leash and under their owner's control while on Port property. Owners are responsible for immediate and proper disposal of animal waste. Mutt Mitt stations are provided throughout the Port's waterfront properties. Failure to comply may result in the termination of moorage and/or marina use privileges.

## **Use of Port Facilities**

Riding Bikes, skateboards, mopeds, or any other riding apparatus are prohibited on all Port floats and skateboards are prohibited on all Port properties. No riding on ramps.

Swimming, water skiing and scuba diving are prohibited in the marina, with the exception of diving on vessels for maintenance or marina repair.

Fishing is only allowed on the breakwaters of the Friday Harbor Marina.

Distribution of handbills, flyers, and pamphlets, of any kind, is prohibited in the Marina.

Showers, restrooms, and laundry facilities are available to Shipyard Cove, Jensen's Marina customers and their guests only. Doors are locked and require a code. Please call the Marina Offices to obtain code.

## **Emergency Assistance/Security**

In assuring that the Marina is safe and secure, the Port needs the assistance of all its customers to keep vessels or vehicles locked, to store or lock things that are loose or on deck, and to please promptly report all thefts and/or vandalism to the Port and local Sheriff.

In the event of a threat to human life, safety and/or property, call 911 Immediately!! For other, less urgent situations contact the Shipyard Cove office. If after hours, you may contact security at 360-317-8672. Or call the SJ County Sheriff's office at 360-378-4151. If by VHF radio, call the Port on 66US.

### **Vessel Owner Performing Maintenance & Repair**

Moorage customers are permitted to perform normal upkeep on their boats while moored in the marina. Examples of normal upkeep include washing, polishing, varnishing, oil changes, routine engine tune-up and paint retouching.

1. All vessel owners agree to assume responsibility for any and all damage caused either, to their own property, to the property of others, or to the property of the Port, caused by any activities performed on their vessels by any third party.
2. Moorage customers shall remove all materials and scrap from floats and surrounding areas daily and shall in no way hinder or endanger the passage or activities of other Port tenants or employees by their activities.
3. Moorage customers shall agree to hold harmless the Port, its commissioners, employees and officers from any liability or loss incurred through their activities while in the Marina.
4. All work on vessels must adhere to the Marina Best Management Practices and all other applicable laws. (See Required Management Practices)

### **Commercial Mechanic Performing Maintenance & Repair**

Any individual who is performing any work or service or selling any product supplies in the marina must first check in with the Harbormaster prior to performing any work or service or selling any product or supplies at the Marina. Individuals that work in the Marina on a regular basis may be added to the Port Vendor List that is provided to customers. To do so, the vendor must fill out Port Vendor Agreement each year and have Town of Friday Harbor Business License.

1. All Commercial Mechanics shall be responsible for all activities conducted by themselves, their agents, or their employees at the Marina, or on vessels moored in the Marina.
2. All Commercial Mechanics agree to provide proof of liability insurance in the amount of \$1,000,000 protecting the Port from all perils connected with the Non-Based Operator's activities. A certificate of insurance, naming the Port as additionally insured, must be supplied to the Port prior to performing any work, etc.
3. Commercial Mechanics shall agree to hold the Port, its commissioners, employees, and officers, harmless from any liability or loss incurred through activities in the Marina.
4. Commercial Mechanics shall remove all materials and scrap from floats and surrounding areas daily and shall in no way hinder or endanger the passage of activities of Port tenants or employees by their activities. Non-Based Operators shall abide by the Port's Best Management Practices and all other City, State, Federal, USCG and all other applicable laws.
5. Commercial Mechanics must provide their own carts for commercial use. The Port provided dock carts are for guests and tenants only.

### **Fueling**

The fueling of vessels is permitted only at established marine fueling facilities. Overnight moorage on the fuel pier is prohibited per State Law. Fueling a vessel from portable containers is extremely hazardous and is FORBIDDEN within the Marina, per Uniform Fire Codes. Fire hoses and other fire-fighting equipment are to be used only for the fighting of fires.

### **Moorage Termination**

Moorage customers terminating their moorage contracts must give the Port at least fifteen (15) days' notice to vacate. Moorage fees will continue to accrue during the fifteen-day notice period.

The Port reserves the right to terminate or refuse moorage and/or service to any individual or vessel. The Port may order any individual or vessel to leave the Marina.

Marina Rules and Regulations violation notices will be issued in writing by Port staff and a copy will be kept in the Moorage Licensee's file. In the event three or more violations are issued, Port staff will review and report to the Commission.

### **Notification**

The Port is not responsible for the mailing or delivery of the Marina Rules & Regulations to its customers. Copies are available in the Port office and website or can be sent via postal mail or electronic mailing at the customer's request.

### **Customer Suggestions & Grievances**

As a public service agency, the Port is sensitive to and obligated to act on valid suggestions and concerns of its customers. It is the policy of the Port to encourage customers to contribute to the efficient operation of the Marina by following the procedures established for this purpose, as follows:

1. Customers should submit suggestions and complaints in writing to the Harbormaster.
2. Differences of opinion regarding the interpretation of these Rules, Regulations and Procedures should be submitted to the Harbormaster in writing.
3. If the matter cannot be satisfactorily resolved by the Harbormaster within ten days, it will be submitted to the Executive Director.
4. Port Commission Meetings are held twice per month on the 2<sup>nd</sup> and 4<sup>th</sup> Friday of the month and are open to the public. Each meeting allows for public comment at the beginning for items that are not posted on the day's agenda.
5. Notice of Port Commission Meetings are posted to the Ports website twenty-four hours in advance of meeting with agenda topics.

### **Guest Moorage**

Transient guest moorage is **not** available at the Shipyard Cove Marina.

## **Required Management Practices**

### **Statement of Environmental Stewardship**

The Port of Friday Harbor, as a public corporation, is committed to the highest standards of environmental protection. We will strive to operate in a manner that is compatible with the long-term sustainability of the ecosystems that we affect. We believe that sound environmental performance is a key component of sound business performance. Environmental stewardship is a responsibility of the Port of Friday Harbor Commissioners staff and employees.

In an effort to encourage all customers of the Port of Friday Harbor to be aware of and follow laws, and our voluntary community environmental standards, the Port Commission wishes to supply the following information to further this aim. Maps of these areas may be obtained at the Port office.

1. Voluntary “No Take” Zones are part of the Bottom Fish Recovery Program and are supported by the San Juan Community Marine Resource Committee. The Port Commission encourages all customers who work on the water to be aware of the MRC’s goals in maintaining our community’s ecosystem.
2. The Soundwatch Program supplies a Best Management Practices list regarding viewing marine wildlife. Soundwatch is a stewardship program of the Whale Museum. Volunteers of this organization have listed laws and voluntary programs to help protect wildlife from impacts caused by boats and people. The Port Commission proposes that all Port customers follow these programs.

The Friday Harbor Port Commission believes that by working closely with these two volunteer organizations the people of the Port District can not only help preserve our community ecosystem but repair some of the damage caused by user impact.

### **Environmental Policies**

1. All self-employed boat workers and independent contractors must register with the harbormaster and receive approval before beginning any work on marina property.
2. Owners may undertake boat projects as needed to maintain the vessel’s safety, appearance and utility. Substantial exterior work encompassing more than 25% of the hull’s deck and superstructure area is not allowed. Welding, burning and sandblasting are not permitted in the marina. Operation of power tools is prohibited between 6pm and 8am.
3. Port management expects all vessel owners to adhere to the following Best Management Practices.

### **Engines and Bilges**

1. The discharge of contaminated bilge water is illegal. The Port provides a contaminated bilge water recycle station in the Main Marina.
2. Use absorbent bilge pads to soak up oil and fuel. Oil pads are available at the Main Marina Office.
3. Used oil and diesel fuel should be disposed of in the Boatyard or Main Marina. Customers must check in at either the Boatyard or Main Marina Offices. Do not dispose of any fuels or oils in the marina compactor.
4. Gasoline/antifreeze may be disposed of by contacting San Juan County Hazardous Waste at 360-370-0503.
5. Oil pads/filters must drain 24 hrs. and be double bagged before disposing of in Marina compactor.
6. Store oil absorbent materials on-board vessel in case of spills.

### **Oil Spill Prevention and Response**

1. Stop the leak, if possible, using oil absorbent pads.
2. **Do not use soaps or detergents** anywhere the spill occurs.

3. Notify the Port Office and/or IOSA (Island Oil Spill Association 360-378-5322)
4. The U.S. Coast Guard requires report of a spill immediately. Call the National Response Center at 1-800-424-8802 and the Department of Ecology at 1-800-OILS-911.

### **Surface Preparation**

1. All sanding, cutting, scraping or grinding of any material shall be performed in a manner to collect and contain all dust, particles, and waste from the air and work area for proper disposal.
2. Use small amounts of biodegradable soaps, cleansers and cleaners. Substitute vinegar for soap for the best solution to environmental cleaning. **Avoid detergents.**
3. Use tarps liberally to capture all scrapings, debris, and drips.
4. Stretch tarps between side of boat and dock when working over the water.
5. Vacuum dust and debris hourly or every time the tarp is moved.
6. Reverse the boat in the slip to work on the far side.

### **Painting and Varnishing**

1. Spray painting is not allowed within the marina.
2. Paints and solvents should be disposed of by contacting the SJC Hazardous Waste Disposal at 360-370-0503.
3. Paints and solvents while open on docks or piers are limited to one gallon.
4. Always use a drip pan and drop cloth. Always mix paint and epoxy over a tarp.
5. Dispose of remaining bits of paint by brushing on an old board.
6. Empty paint cans must be dried completely before disposing of in dumpsters.
7. Use spigots, pumps, and funnels when transferring paint, varnish, and other chemicals.

### **Sewage**

1. Pump-out facilities are located at the Friday Harbor Marina.
2. Customers may schedule the pump-out boat to come to service their vessel. Fees may apply per the Port's Fees & Charges schedule and applicable Port policies.
3. Boat Owners may be required to seal or render inoperable all on-board toilet facilities if a permit for liveaboard is granted.
4. Boat Owners may be required to seal or render inoperable all on-board toilet facilities if a permit for liveaboard is granted.
5. Biodegradable soap is required in small amounts for dishes, on-board laundry, and cleaning.

### **Solid Waste Disposal**

1. Dispose of all garbage in proper shore-side receptacles.
2. Recycle containers are provided for cardboard, glass, and aluminum at the Friday Harbor Marina next to the compactor.

### **Chemical Storage**

1. Hazardous/flammable or chemical materials will not be stored in dock boxes or on docks. If at all possible, store these items at home.
2. Review storage of paint/solvents every six months and properly dispose of old products.

3. Store paint or chemicals in a secondary containment device to catch leaks or spills.
4. For disposal information call San Juan County Hazardous Waste at 360-370-0503.

#### **Boat Cleaning**

1. Phosphate free, biodegradable detergents and cleaning compounds used for washing boats shall be used **sparingly**, with **no suds visible on the water**. Using cleaners, such as baking soda, lemon juice, vinegar and elbow grease, are encouraged.
2. Wash decks and hulls frequently with fresh water; all water hoses must have a nozzle which stops water flow when not in use.