

## **APPENDICES**

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**APPENDIX "A":**  
**Resolution 583-12 – Delegation of Authority to Port Management**

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## **APPENDIX “B”: Environmental Best Management Practices (BMPs)**

### **Article I. General Provisions**

#### **A. Introduction**

The entire Port site (i.e., all facilities and properties) is operated under a National Pollutant Discharge Elimination System (NPDES) waste discharge permit administered by the Washington State Department of Ecology. This NPDES permit governs all activities that potentially impact the environment. The Port has adopted the BMPs set forth in this Appendix to reduce the potential for pollution or contamination of stormwater runoff and adjacent marine and surface waters. Accordingly, every person undertaking any activity or use of Port properties or facilities which may cause or contribute to stormwater pollution or contamination, illegal discharges, or non-stormwater discharges shall comply with these BMPs. Consistent with §1.05.180, the Executive Director may periodically update these BMPs to ensure conformance with guidelines established by the Washington State Department of Ecology.

The Port of Port Townsend and Jefferson County have partnered to provide Port patrons with convenient disposal options for used oil, bilge water, hazardous waste and garbage. Garbage service is provided through numerous dumpster locations; there are multiple used oil drop sites; non-contaminated bilge water disposal is available by asking our staff and; hazardous waste disposal is provided by the Jefferson County Department of Public Works which operates a Household Hazardous Waste Facility within the Boat Haven.

#### **B. Working on Vessels in the Water**

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

### **C. Waste Oil**

All waste oil will be disposed of in receptacles provided for this purpose. Gasoline, paint thinners, solvents and other flammables deposited in waste oil facilities will contaminate the receptacle, render the used oil non-recyclable and make disposal costly. These materials must be taken to the Household Hazardous Waste facility.

## **Article II. Marina BMPs**

### **A. Engines & Bilges**

1. Use absorbent bilge pads to soak up oil and fuel, when finished double bag the pads in plastic bags, tie the tops, and dispose in dumpsters.
2. Recycle all waste oil in waste oil tanks at the environmental centers. Small amounts of diesel fuel may also be disposed of in waste oil tanks, but absolutely nothing else.
3. Dispose of contaminated or old gasoline at the Household Hazardous Waste facility in the boatyard. Oil Filters are to be sealed in plastic bags and taken to the Household Hazardous Waste facility.
4. Batteries are to be recycled at the Household Hazardous Waste facility.
5. Anti-freeze and most engine maintenance products must be disposed at the Household Hazardous Waste facility.
6. Bilge water that has solvents, oils or detergents in it is considered contaminated and shall be disposed of at the Household Hazardous Waste facility. Discharge of contaminated bilge water is illegal.
7. Do not dispose of flammable liquids or bilge water in the dumpsters.

### **B. Boat Maintenance & Cleaning in the Marina**

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

### **C. Painting & Varnishing**

1. Limit the amount of open solvents or paints on dock to one gallon.
2. Always mix paints and epoxy over a tarp.
3. Always use a drip pan and drop cloth.
4. Spray painting is not allowed within the marina.
5. Use up remaining bits of paint by spreading on an old board, and allow can to dry before disposing in dumpsters.
6. Do not dispose of paints or solvents in the marina's dumpster.
7. Contact Moorage Office for nearest recycling and disposal locations.
8. Use phosphate-free biodegradable cleaners and teak cleaners.

9. Liberally use tarps to capture all scrapings, debris and drips.
10. Stretch tarps between side of boat and dock when working over the water, and vacuum dust and debris every time the tarp is moved, or at the end of every work shift.
11. If sanding is done on vessel while in the water, airborne dust must be kept to a minimum either by hand sanding or the use of a vacuum sander.

**D. Sewage**

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

**E. Solid Waste Disposal**

1. Dumpsters are for Port patron use only.
2. Dumpsters are for boat generated waste, not trash and debris from home.
3. Do not throw hazardous materials, such as oils, paints, solvents, antifreeze into dumpsters. Take them to the Household Hazardous Waste facility.
4. Dispose all garbage in proper shore receptacles.
5. Let empty paint cans dry thoroughly before disposing in the trash.
6. Recycle materials in the appropriate bins. Jefferson County determines what types of materials are accepted and how they are collected. Placing materials into the wrong bins will cause the material to be landfilled instead of recycled.

**F. Chemical Use, Storage, & Disposal**

1. Purchase only the amount of chemicals/paints you need for the project.
2. Inspect storage of paints and solvents every six (6) months and properly dispose of old or unnecessary products at the Household Hazardous Waste facility.
3. Individual containers of paints and solvents should not exceed three (3) gallons in volume.
4. It is illegal to dispose of hazardous material anywhere but the Household Hazardous Waste Facility.

### **Article III. Boatyard & Shipyard BMPs**

[These provisions are in addition to the applicable BMPs found in the preceding sections.]

#### **A. General Provisions**

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

#### **B. Paint Management**

1. The use of paints and solvents shall be carried out in such a manner so as to prevent these products from entering the soil or water if accidentally spilled.
2. Drip pans, drop cloths, tarpaulins or other protective devices shall be required for all paint mixing and solvent use operations.
3. Paint cans shall be kept in drip pans with drop cloths or tarps underneath the drip pans.



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

**C. Safe Management of Hazardous Materials**

1. Hazardous materials include solid chemicals, chemical solutions, paints, oils, solvents, acids, caustic solutions and waste materials, including used batteries and their contents. These materials shall be stored in a secondary container which will prevent the inadvertent entry of these materials into the water or onto the ground. Storage shall be in a manner which will prevent spillage by overfilling, tipping, or rupture. Additionally, the practices set forth in items #2-5, below, shall be used.
2. When storing hazardous materials in an appropriate secondary container, keep all materials in their original containers, with original container labels remaining in place. Keep the containers in areas where they will not get knocked over. Keep the containers in areas that have good ventilation.
3. Keep all containers out of the reach of children.
4. Incompatible or reactive materials shall be segregated and securely stored in separate areas that prevent mixing of chemicals.
5. When ready for disposal these hazardous materials shall be taken to the Household Hazardous Waste facility. These materials shall not be disposed of in the dumpsters or sewer or water.

**D. Bilge Water & Waste Oil**

The Port of Port Townsend provides for the collection of non-contaminated (oil, solvent and detergent free) bilge water. Bilge water service may be requested

from Port staff. Contaminated bilge water must be disposed of at the Household Hazardous Waste facility.

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

#### **E. Hot Work (Welding)**

The zinc found in the flux of welding rods can enter the Port's stormwater system if used welding rods are allowed onto the ground. This increases the cost and complexity of the Port's stormwater system and puts the Boatyard Permit at risk, therefore:

1. Welding rods shall be kept off the ground at all times and shall be disposed of as garbage in the appropriate garbage bin.

## APPENDIX "C":

### Guest Moorage License & Port Use Agreement

(Note: Form to be used for both monthly and nightly guests, as defined in §§1.02.050 and 1.02.060 of the Port's Rules, Regulations & Procedures)

Arrival Date: \_\_\_/\_\_\_/\_\_\_ Departure Date \_\_\_/\_\_\_/\_\_\_ Vessel Name: \_\_\_\_\_

Slip/Berth #: \_\_\_\_\_ Doc/Registration #: \_\_\_\_\_

Name of Owner/Operator, Master or Managing Agent: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Make/Class of Vessel: \_\_\_\_\_ Engine: Single Dual Inboard Outboard Inboard/Outboard

Sailing Vessel: \_\_\_\_\_ Powerboat: \_\_\_\_\_ Hull: \_\_\_\_\_ Holding Tank:  Yes  No

O/A Length: \_\_\_\_\_ Beam: \_\_\_\_\_ Draft: \_\_\_\_\_ Fuel: \_\_\_\_\_ Fuel Capacity (Gal): \_\_\_\_\_

Home Port: \_\_\_\_\_ Use of Vessel:  Pleasure  Commercial

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Business Telephone: \_\_\_\_\_ Insurance Company: \_\_\_\_\_

Insurance Agent: \_\_\_\_\_ Agent's Telephone #: \_\_\_\_\_

I request moorage privileges at facilities owned and operated by the Port of Port Townsend for the above-described vessel. I agree to **abide by the Port of Port Townsend Port Townsend Rules, Regulations and Procedures, promulgated by the Port's Executive Director**, including any subsequent amendments thereto. Copies of the Port of Port Townsend Rules, Regulations and Procedures, as most recently amended, are available at both the Moorage and Administrative offices of the Port, and also online at: [http://www.portofpt.com/RR1-105A.V3.15.FINALRev%2010.5.12\(2\).pdf](http://www.portofpt.com/RR1-105A.V3.15.FINALRev%2010.5.12(2).pdf)

I agree to pay moorage and other applicable fees and that any unpaid fees shall become a lien against the above-described vessel.

I expressly consent and authorize the Port of Port Townsend to move the above-described vessel, including removing the vessel to dry land storage, in the event the Port determines that fees have not been paid, the Port's Rules and Regulations have been violated, or in the event of an emergency which determination shall be solely in the judgment of the Port. Dry land storage fee and the cost of haul-out will be charged to my account. I expressly agree to pay any cost so incurred by the Port and agree further to hold the Port harmless from all such costs or expenses so incurred. For the purpose of carrying out any procedures as contemplated by this paragraph and/or for the purpose of incurring any expenses as hereinabove contemplated, I hereby hold the Port harmless from any loss, destruction, or damage to the vessel described herein and personal property located thereon. I understand that the emergency authority granted in this paragraph 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 without notice to me.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Slip Fee (per night): \_\_\_\_\_ + Electrical Fee (per night): \_\_\_\_\_ = Subtotal: \_\_\_\_\_ X Number of Days  
= TOTAL AMOUNT ENCLOSED: \_\_\_\_\_ Payment Method:  Cash  Check

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**APPENDIX "D":  
PORT OF PORT TOWNSEND  
MOORAGE TENANCY AGREEMENT (PART 1)**

*The Terms and Conditions Appearing on the Back Hereof Are Part of This Agreement*

Name of Owner(s):										
Billing Address:										
Street/City Address:										
Name & Phone Of Business/Employment:										
Home Phone:					Cell Phone:					
E-mail Address:					Emergency Contact/Phone:					
Vessel Name:					Vessel Make/Model:					
Registration or Documentation Number:							EXP Date:			
LOA			Maximum Beam				Maximum Draft			
Sanitation Type:				Holding Tank:			Porta-Potty:		MSD#:	
Insurance Company/Agent:					Phone Number			EXP Date		
Type (check one)	Commercial	Charter	Pleasure	Other	TYPE (check one)	S/V	P/V	F/V	Other	
Slip Size		Slip Number		Account Number		Liveaboard		Yes	No	
Electrical		Yes	No	Meter #		Start Read		Flat Electric		

Moorage Fee:	Notes/Comments:	
Leasehold Tax:		
Environmental Fee		
Base Electric Fee:		
Liveaboard Fee:		
Leasehold Tax:		
Flat Electric:		
Leasehold Tax:		
Other:		
<b>Total:</b>	<b>Receipt Number:</b>	

Fees are due and payable in advance on the 1<sup>st</sup> of each month and are payable to the Port of Port Townsend. If full payment for monthly charges is not received within 20 days of the billing date, there shall be assessed a late charge as per Port Rate Schedule currently in affect, for each month a delinquency occurs.

Owner acknowledges having read, understands and agrees to the contents of this agreement, including all terms on the back of this page. Owner further acknowledges having read and being familiar with the Port of Port Townsend Moorage Regulations.

Date:

Lessee:	Port of Port Townsend:	
Print Name:	By: Print Name:	
Signature:	Signature:	
Social Security Number:		
Terminated – Lessee Signature	Date:	Port Signature:

**PORT OF PORT TOWNSEND  
MOORAGE TENANCY AGREEMENT (PART 2)**

This agreement is entered into between the Port of Port Townsend herein referred to as "Port" and the undersigned hereinafter referred to as "Owner."

The following terms covenants and conditions are the basis of this agreement.

**1. MOORAGE TENANCY.** The Port grants to Owner permission to moor at Port of Port Townsend as hereinafter designated, for the vessel designated below, on a month to month basis for the monthly sum designated, plus any applicable taxes and charges. This agreement shall not become effective until Owner pays the Port the initial monthly sum. Said fee shall be paid monthly to the Port in advance on or before the date designated, and each and every month thereafter until this agreement is terminated, and shall be payable at such place as the Port may hereinafter designate. Any unpaid fees will be subject to a late charge. In the event any fee becomes 60 days delinquent, this agreement shall be terminated and the moorage forfeited. Owner shall pay all charges applicable so long as the vessel is moored or stored at or by the Port. All sums are subject to change as made effective by the Port's posted Tariff. Owner acknowledges the Port's reserved right to change the Tariff from time to time. In the event that Owner has executed or may execute any other agreements with the Port, a default under such other agreement shall also constitute a default under this agreement.

**2. PROOF OF OWNERSHIP.** It shall be the responsibility of the owner to provide proof of ownership of the vessel of record, and shall be based upon one or more of the following:

- a) Documentation papers
- b) Washington State Registration
- c) Notarized Bill of Sale

In the event of the transfer of the vessel to a new owner, the berthage remains with the original owner.

**3. CHANGE OF VESSEL.** If Owner intends to substitute a different vessel for that referred to, the Port gives no assurance that the berthage assignment designated will accommodate such other vessel or that another berthage assignment will be available. Therefore, no vessel shall be substituted for that referred to without the prior approval of the Port. If the vessel represented is moored in another berth, it will be subject to monthly moorage fees, unless specifically authorized by the Port.

**4. PORT REGULATION.** This agreement is subject to Regulations as the same may be amended from time to time and the Regulations are hereby adopted by this reference as part hereof. It is condition of this Agreement that Owner shall abide by all Port rules as provided in said Regulations, and secure the compliance of his or her agents, guests, invitees, and employees therewith. The provisions of the Regulations are in addition to the provisions of this agreement.

**5. WAIVER OF RESPONSIBILITY.** The Port does not accept the vessel designated for moorage/storage, and shall not be held liable in any manner for the safekeeping or condition of the vessel. The Port shall not be responsible or liable for any damage or loss to or of said boat, tackle, gear, equipment, or property either upon said vessel or upon the premises of the Port, from any cause whatever, or for injury to the Owner, his or her agents, guests, or employees occasioned by any cause, upon the Port premises or adjacent thereto.

**6. ELECTRICITY.** Fee for base service is due and payable as is the moorage fee provided for in paragraph #1 above. If Owner is provided electrical service in excess of the base service, he or she shall pay for the excess service as billed for the same. Should electrical service bills remain unpaid for 30 days, the Port shall have the right to disconnect all power until such time as the Owner's account is paid in full. Owner agrees to pay all connecting and disconnecting charges. The Port does not guarantee the continuity or characteristics of electrical service and its compatibility with the vessel's electric circuit protector, if any or any effects or electrolytic action. All extension cords must be three wire grounded type of an adequate size to handle the amperage being used. Cord must be rated for outdoor marina use. Improper cords will be impounded by the Port and will be returned to owner when a proper cord has been fitted.

**7. MAINTENANCE.** Marina premises adjacent to the berthage designated below have been inspected by Owner and are accepted by Owner in their present condition. Owner shall keep the berthage designated below and adjacent finger float 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. Owner shall at all times comply with federal, state, county, and city ordinances and regulations, rules and special instructions issued by the Port of Port Townsend or its agents.

**8. USE.** This agreement includes the right to moor Owner's vessel to the adjacent float. Use of this float is in common with others and Owner shall not place equipment, structures, or other items on the float, nor shall Owner alter, damage or otherwise disturb the float structure. No bumper materials shall be fastened to a float structure without the Harbormaster's prior written approval. Owner shall not maintain anything that may be dangerous to life, or limb, or permit any objectionable noise or odor on his or her boat, marina premises or premises adjacent thereto, or permit anything to be done on said premises which in any way will tend to create a nuisance or to disturb any other vessel owner, guest or Owner, of the Port.

**9. TRESPASSERS.** The Port is not responsible for unauthorized persons using the berthage herein assigned or for the removal of such persons and their vessels therefrom.

**10. ASSIGNMENT AND TRANSFER.** Owner shall not assign, transfer or sublet this agreement and/or berthage. Use of the designated berthage is personal to Owner and a person purchasing the vessel or any partnership or other interest therein from the Owner will not thereby acquire rights under this agreement. Failure of Owner to keep title to the vessel documented or registered under applicable Federal, State or foreign law and regulations exclusively in the name of Owner shall constitute a violation of this agreement subject to the termination provisions of paragraph 13 below. The Port may make the berthage designated below available for use by others for any period of time of its non-use by Owner. So far as practicable, Owner should notify the Port in advance if his or her berthage will not be used for any period of time.

**11. REASSIGNMENT.** Moorage may be reassigned, at the option of the Port, to other berths or spaces with the Port to accommodate repairs, improvements, maintenance, constructions, emergencies, or when otherwise desirable in the Port's option. In the event of reassignment, Owner shall receive a new berth or space as nearly comparable in location to the former berth as is available.

**12. EMERGENCY AUTHORITY.** In the event the Owner's vessel, or a vessel in an adjacent berthage is, in the sole judgement of the Port, subject to loss, destruction, or damage from any cause, the Port deems to endeavor to prevent any such loss, destruction or damage, including removing the vessel to dry land storage. Dry land storage fee and the cost of haul-out will be charged to Owner's account. Any cost so incurred by the



Port shall be for the order of the Owner and the Owner 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 paragraph and/or for the purpose of incurring any expenses as therein above contemplated, the Owner does hereby hold the Port harmless from any loss, destruction, or damage to the vessel described herein and personal property located thereon. The authority granted in this paragraph shall be exercised only at times when, in the sole judgement of the Port, an emergency is deemed to exist, and such authority may be carried without notice to the Owner.

**13. TERMINATION.**

A. Notice of Termination. The parties acknowledge that this moorage agreement creates a month-to-month tenancy only, and that no assurances have been given for a longer term. Either party may terminate the tenancy, with or without cause, upon giving fifteen (15) days written notice to the other.

B. Termination by Port. Notwithstanding the mutual 15-day notice of termination provision in sub-paragraph A above, if the Owner shall fail to keep and perform any of the terms, covenants, or conditions herein contained or made reference to, and shall fail to remedy any such default within 10 days after written notice by the Port to the Owner, or make any false disclosure herein, the Port may at its option declare this agreement cancelled and forfeited, and the Owner's right to possession ended, without further notice to Owner and may re-enter said berthage and adjacent float without process of law, using force as may be necessary to remove all chattels therefrom and the Port shall not be liable for any damage by reason of such re-entry for forfeiture. All notices to Owner shall be considered delivered to Owner upon such notices being deposited in the United States mail, postage paid, addressed to the Owner at his or her address set forth in this agreement.

C. Costs and Attorney Fees. In the event it becomes necessary for the Port to employ an attorney to enforce or interpret any of the terms of this agreement or to collect any sums owing hereunder or to enforce compliance by the Owner with any of the Port's Regulations or other laws governing this moorage agreement and Owner's use of the moorage, Owner agrees to pay all reasonable attorneys' fees and other expenses incurred by the Port. Termination of this Agreement by the Port shall not prejudice the right of the Port to collect all sums owing to the Port which were incurred prior to the effective date of termination or occupancy, whichever is later.

**14. FIRST MONTH PRORATED.** The Port will prorate the first month only. See Port Rules and Regulations for definition.

**15. AUTHORITY GRANTED.** Owner hereby grants the Port and it's agents and employees free access at all times to the vessel for purposes of inspection for compliance with this agreement, movement of the vessel pursuant to paragraph 12, fighting of fire or other casualty or, in the discretion of the Port, preventing any casualty or potential hazard. However, as provided in paragraph #5, the Port does not assume any responsibility for the vessel on the basis of the foregoing rights.

**16. ADDITIONAL REMEDIES PRESERVED.** The parties acknowledge and agree that the rights and remedies granted to the Port under this Agreement are in addition to all rights and remedies authorized by law, including, without limitation, the statutory moorage regulations and lien foreclosure provisions set forth in RCW 53.08.320, the Wharfinger Lien provisions of RCW Chapter 60.36 and/or any other statutes which now or hereafter govern the operation of moorage facilities. Owner expressly acknowledges that those statutes

grant the Port certain lien rights against Owner's vessel to secure all moorage and other charges assessed by the Port.

**17. TIME OF THE ESSENCE.** Time is of the essence of this agreement.

**18. PARAGRAPH HEADINGS.** The captions and paragraph headings in this agreement are for the convenience of the parties only and do not limit, restrict or otherwise amend the text language of a sentence or paragraph.

**19. INVALIDITY OF PARTICULAR PROVISIONS.** If any terms or provision of this agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this agreement or the application of such term or provision to persons or circumstances other than as to which is held invalid or unenforceable shall not be effected thereby and shall continue in full force and effect.

**20. TOTAL AGREEMENT.** This agreement expresses the complete understanding of the parties hereto. No modification or amendment of this agreement shall be valid unless evidenced in writing signed by both parties.

**21. DISCLOSURE.** The Owner warrants that the following information relative to the vessel to be moored at said berthage and those associated with its ownership and operation is correct.

**22. ACCEPTANCE OF AGREEMENT.** Signature of Owner on Application for berthage shall constitute applicant's admission of his familiarity with these Regulations and agreement to comply with same.

\_\_\_\_\_  
Tenant Initial

\_\_\_\_\_  
Tenant Initial

**APPENDIX “E”:  
Hoist/Yard Tenancy Agreement**

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## **APPENDIX “F”: Noise Best Management Practices (BMPs)**

The City of Port Townsend has adopted a noise regulation based on public disturbance, and decibel readings based on state law (see Chapter 9.09 of the Port Townsend Municipal Code (PTMC)). This regulation recognizes that the Port operates a state permitted Shipyard and that noise generating activities do occur in Marine Industrial areas.

Although noise generating activities are an attendant consequence of marine industrial activity, the Port wishes to be a “good neighbor”, and has therefore adopted the Noise BMPs set forth below.

### **A. Definition of “Noise”**

For the purposes of these Rules, Regulations and Procedures, “noise” shall mean sounds of a loud or harsh kind, such as those sounds which may be caused by generators, vactor trucks, needle guns, corking, sandblasting and demolition, or cutting of metal.

### **B. Hours of Operation**

Activities generating excessive noise are limit to the hours of:

7:00am – 7:00pm	Monday – Saturday
No Excess Noise Allowed	Sundays and Holidays*

If the need exists to conduct noise-generating activities outside of these hours, the Owner/Contractor should apply for a variance from the City of Port Townsend BCD Director at 360-379-5081. When calling for a variance, be prepared to answer questions which may include, but will not necessarily be limited to the following:

- Why can the work not be completed within the permitted hours listed above?
- How much time is required to complete the noisy part of your project?
- What activity is being performed that will cause the noise?
- What steps are already being taken to reduce the noise from this operation?

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

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

- |    |                            |                         |
|----|----------------------------|-------------------------|
| 1. | New Year’s Day             | First day in January    |
| 2. | Martin Luther King Jr. Day | Third Monday of January |

3.	President's Day	Third Monday of February
4.	Memorial Day	Last Monday in May
5.	Fourth of July	Fourth Day of July
6.	Labor Day	First Monday in September
7.	Veteran's Day	Eleventh Day of November
8.	Thanksgiving Day	Fourth Thursday in November
9.	Day after Thanksgiving Day	Friday following Thanksgiving Day
10.	Christmas Day	Twenty-fifth of December

**C. Specific Noise BMPs**

1. Owner/contractor is encouraged to select "noise friendly" equipment based on current technology and availability.
2. Installing sound dampening enclosures around certain portable equipment may be required if noise friendly equipment cannot be found.
3. While the project site is being set up, Port staff shall work with the owner/contractor to locate noise producing equipment to the water side of the vessel, thus using the vessel as an added noise buffer.
4. Exhaust hoods and muffler outlets should be pointed away from the hill and directed toward the water.
5. Where practical a noise barrier type of wall may need to be constructed if other noise dampening efforts are unsuccessful.
6. Limiting the number of sandblast guns being operated at the same time will significantly limit the noise impacts; limitations must be considered by the Port if complaints are received.
7. The use of needle guns as a means of removing paint and scale is discouraged. These seem to be the noisiest of all options.
8. No "steel Shot" or other sandblast media which produce levels of noise similar to steel shot, shall be used.
9. Vacuum trucks have been a problem in the past; owner/contractor must obtain approval from the Port's Hoist and Yard Supervisor prior to the use of any such equipment. If vacuum truck is used, care must be taken in positioning of the rig, direction of exhaust, and operating RPMs.
10. Endless pounding, cutting, chipping, etc. can become an annoyance. Where possible these activities should be broken up so the noise generating aspect is not continuous.
11. Our neighbors complain most over early morning and evening noise. Efforts to limit excessive noise generating operations during these hours will be greatly appreciated.

12. The above list is not intended to represent the only measures necessary that need or can be taken; rather they represent some steps that we know will help. Feel free to implement any ideas you may have for reducing the noise impacts from your repair project.

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**APPENDIX “G”:  
Sandblasting Agreement & Conditions of Approval**

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

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



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

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

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

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

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

Port Authorization to proceed by: \_\_\_\_\_

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

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**APPENDIX "H":  
Derelict Vessel Agreement & Deposit Form**

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

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

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

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

**Plus:**

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

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

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

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

**Deposit must be in the form of a bank cashier's check or cash.**

1. The owner will still be required to pay standard moorage/storage fees while the vessel is in the Port facility. No portion of the derelict deposit shall be applied for payment of storage fees, haul-out fees, or any other fees normally due the Port as a result of storing/mooring vessels within the Port facility.
2. If, and when the owner removes the vessel from Port property the deposit shall be returned to the owner in the form of a check within three weeks of removal of the vessel from Port property.
3. Should the owner not remove the vessel, abandon the vessel, or fail to pay storage/moorage and should the Port be required to dispose of the derelict vessel,

the deposit shall be forfeited to the Port of Port Townsend to be used in demolition, transportation, and disposal of said vessel.

4. The deposit required herein shall be considered a "Port Charge" as defined by RCW 53.08.310 (1). Any failure to pay the deposit as required herein upon demand of the Port of Port Townsend shall constitute a failure to pay Port Charges and subject the vessel to sale at public auction as authorized by RCW 53.08.

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

\_\_\_\_\_ 20 \_\_\_\_\_, by \_\_\_\_\_.  
(Owner's Signature)

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## **APPENDIX "I"**

### **Trailer Boating Best Practices**

#### **A. Purpose and Intent**

The purpose and intent of this Appendix "E" is to establish trailer boating best practices to promote the safe and efficient use of the Port's boat launch facilities. These provisions are intended to establish recommendations for Port facility users, but are not to be considered regulatory in character.

#### **B. Best Practices**

1. Before leaving home:
  - a. Check vehicle and boat trailer tires for recommended pressures;
  - b. Check trailer hubs and bearings to ensure proper lubrication;
  - c. Check to ensure that straps and safety chains are secure;
  - d. Ensure that a hitch lock is used;
  - e. Check to ensure that trailer lights and turn signals function properly; and
  - f. Ensure that side and rearview mirrors are properly adjusted.
2. At the boat ramp or launch facility:
  - a. Find a quiet spot away from the ramp to make ready for launch;
  - b. Unplug trailer lights;
  - c. Remove straps, except for bow strap at winch;
  - d. Ensure that the boat's transom plug is properly inserted and tight.
3. When putting into the water:
  - a. Ensure that the ramp is clear of other trailers;
  - b. Back the tow vehicle up to the launch ramp in a slow, deliberate manner;
  - c. Make small movements of the tow vehicle's steering wheel;
  - d. Back into the water on the ramp until the boat can be easily pushed off;
  - e. Set the tow vehicle's parking brake and chock the rear tires of the vehicle;
  - f. Tie up to the far end of the dock (i.e., at facilities where one is provided);
  - g. Proceed at idle speed until well away from the area of the launch ramp.