

# Harbor Rules, Regulations, and Rates Handbook

Effective January 1, 2018

Revised December 19, 2017



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## **Section 1: DEFINITIONS**

### **Active Commercial Fishing (ACF) Vessel**

A Vessel which is actively engaged in a bona fide commercial fishing operation, and rigged accordingly, under one or more valid commercial fishing license(s). Proof of active commercial fishing activity may include, but is not limited to, previous or current season fishing license, current season fish tickets, landing permits, or other proof to establish current fishing activity. Previous is defined as in the last two years. The Port shall have the sole discretion on whether a particular Vessel is engaged in bona fide commercial operations.

### **Assignment**

Assignment, as used herein, may mean rental, sub-rental, lease, sublease, assignment, or license, whichever is appropriate.

### **Berth (or Slip)**

Refers to the space allotted for a Vessel to moor.

### **Blue-Line Moorage Model**

Adopted by Resolution, the Blue-Line Moorage Model is the tool used to determine moorage rates for the Port's mooring facilities.

### **Boathouse Agreement**

A separate agreement from the Moorage Agreement that is between the Boathouse Organization and the Port of Bellingham.

### **Boathouse, Individual Boathouse and Multiparty Boathouse**

A Boathouse is a privately owned floating structure consisting of floats, walls, and a roof, which is capable of being moved on water and is connected to a Port float system and covers or encloses a slip or slips. An Individual Boathouse covers or encloses only one slip. A Multiparty Boathouse is a Boathouse that covers or encloses multiple slips.

(It is noted that in the City of Bellingham Ordinance # 2012.09.044, Section 4502, 'Definitions,' the term "Condominium Boathouse" is used instead of "Multiparty Boathouse." The reference "Condominium Boathouse" in City of Bellingham Ordinance #2012.09.044 shall mean a "Multiparty Boathouse" as used herein.)

### **Boathouse Organization**

A legal entity properly registered in the State of Washington that owns a Multiparty Boathouse. Multiparty Boathouse Agreement: An agreement (which is separate from the Moorage Agreement) that is between the Boathouse Organization and the Port of Bellingham.

### **Boathouse Owner(s)**

The Owner of an Individual Boathouse or the collective Owners of a Multiparty Boathouse. The Boathouse Owners of a Multiparty Boathouse must be a Boathouse Organization (as defined herein) duly registered in the State of Washington.



### **Commercial Vessel**

Commercial Vessels are defined as tugs, barges, tour-boats, etc., engaged in business for hire.

### **Delinquent Account**

Accounts which remain unpaid, in whole or in part sixty (60) days or more, from invoice date.

### **Derelict Vessel**

Means the Vessel's owner is known and can be located, and exerts control of a Vessel that has been moored, anchored, or otherwise left in the waters of the state or on public property contrary to RCW 79.02.300 or rules adopted by an authorized entity, has been left for a period of seven consecutive days and is: sunk/in danger of sinking, obstructing a waterway, or endangering life or property.

### **Dinghy**

A secondary vessel designed to be stored aboard a primary vessel and used for the specific purpose of ship-to-shore transit.

### **Float**

A floating structure normally used as a point of transfer for passengers and goods, or both, and for mooring purposes.

### **Handbook**

Refers to the Harbor Rules, Regulations, and Rates (Rules & Regulations) Handbook.

### **Harbor Facilities**

Refers to any properties or facilities owned or operated by the Port at the Blaine and Squalicum Harbors and Bellingham Cruise Terminal.

### **Harbor Office**

Refers to the office of the Moorage Facility where moorage is assigned.

### **Harbor or Marina**

Refers to all water, land, and buildings within the boundaries of Harbor Facilities.

### **Harbor Rules, Regulations, and Rates (Rules & Regulations) Handbook**

The governing document containing the regulations and rates used for managing the Harbor Facilities.

### **Harbor User**

Refers to any person, limited liability company, business, or Corporation including Vessel Owners and Operators, Moorage and/or Upland Storage Customers, Merchant Leaseholders, and the public, entering Harbor Facilities.

### **Harbormaster**

Refers to the Harbormasters of Blaine and Squalicum Harbors or any person with whom the Harbormaster may delegate his/her authority.

**Late Fees**

Invoices issued for rates, charges, and/or fees issued under these Regulations which are due and payable upon receipt. Unpaid invoices will be charged a late fee if not paid in full by the end of the month the invoice is due.

**Length on Deck (LOD)**

Refers to the length of a Vessel's hull from the outboard side of the transom to the outboard side of the bow (the watertight envelope of the Vessel), not including additional overhangs such as pulpits, swim steps, railings, outboard motors, or other protuberances.

**Length Overall (LOA)**

Refers to the length of a Vessel measured from the extreme point of the bow to the extreme point on the stern, including all gear and appurtenances.

**Lessee**

Refers to the Customer who enters into an Upland Storage Agreement with the Port for an assigned storage space. Also referred to an Upland Storage Customer.

**Liveaboard**

Refers to those individuals who have been granted a license to stay overnight aboard their Vessel more than 15 days in any 30 day period in excess of two consecutive months and have a current Liveaboard Agreement on file with the Port's Harbor Office. The right to live aboard a Vessel is a revocable license provided to the customer and does not create a residential landlord-tenant relationship between the Port and the customer.

**LLC**

Means a Limited Liability Company.

**Manager**

Refers to the Harbormasters or Marine Terminals Manager or his/her designee.

**Marine Terminals Manager**

Refers to the manager of Bellingham Cruise Terminal or any person with whom the manager may delegate his/her authority.

**Merchant Leaseholder**

Refers to an upland leasehold tenant of the Port that has multiple Vessels that are for sale or charter.

**Merchant Transient Moorage**

Refers to the temporary sub-assignment of a Merchant Leaseholder slip to a Vessel Owner for purposes other than brokerage or charter.

**Moorage Agreement**

A month-to-month License to the Customer for use of an assigned slip.

**Moorage Customer (Customer)**

Refers to a Vessel Owner who has entered into a Moorage Agreement with the Port.

**Moorage Facility**

Refers to any properties or facilities owned or operated by the Port which are capable for the use of moorage or storage of Vessels and/or marine related items, including support facilities for harbor operations.

**Moorage Facility Operator**

Refers to the Port of Bellingham, which owns and operates Moorage Facilities.

**Narrow Channels**

Refers to all water inside the breakwater of the Harbors. Navigation rules defined per United (U.S.C) States Code Title 33, Chapter 34, Rule 9.

**No Discharge Harbors**

“No Discharge Harbors,” 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 Harbor Office for a list of the Port’s Best Management Practices.

**Operator**

Refers to any person who operates a Vessel.

**Owner**

Refers to every person, firm, partnership, Limited Liability Company, Corporation, association, organization, or agent thereof with actual or apparent authority who, expressly or implicitly, contracts for the use of a Moorage Facility.

**Past Due**

Any invoice issued for any charge that remains unpaid after the last day of the billing month.

**Port**

Refers to the Port of Bellingham.

**Port Charges**

Charges for moorage and storage, and all other charges and fees owing or to become owed between an Owner and the Port, and may include, 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.

**Rules & Regulations (Rules & Regs)**

Refers to the Harbor Rules, Regulations, and Rates Handbook.

**Resident of the United States of America**

A resident of the United States of America is a person who can establish that he/she has maintained his/her primary place of abode for the preceding one year within the United States of America, or who owns real property in the United States of America on which he/she is a bona fide owner in fee simple of not less than an undivided one-half interest, the size of which meets all zoning requirements of the governmental authority with jurisdiction over the parcel. Any resident who while maintaining moorage, may relocate

his/her primary place of abode outside of the United States of America and no longer owns property in the United States of America on which he/she is a bona fide owner in fee simple of not less than an undivided one-half interest, the size of which meets all zoning requirements of the governmental authority with jurisdiction over the parcel, may be deemed to be a nonresident for all purposes of these regulations and rates.

**Responsible Person**

Refers to a Moorage Customer who sells his/her Vessel to a third party but fails to comply with the provisions of Section 5.7.

**Storage Unit**

The storage space within a webhouse or the fenced-in dry storage area assigned under an Upland Storage Agreement.

**Sublease Agreement**

A month-to-month License between the Port and the Moorage Customer granting a sublease of the Moorage Customer’s assigned slip for a period of time.

**Terms of Payment Defined**

Charges for moorage and upland storage apply against Vessels, their owners, agents or operators, and are payable in advance. The Port accepts cash, checks, and credit cards in U.S. funds. Statements as issued by the Port are due and payable upon presentation.

**Transient Vessel or Visitor Vessel**

Any Vessel using a Port moorage facility and which belongs to an owner who does not have a moorage agreement with the Port. Transient Vessels or visitor Vessels include, but are not limited to: Vessels seeking a harbor of refuge, day(s) use or overnight(s) use of a moorage facility on a space as available basis whereby the Vessel is granted authority to moor by completing a visitor moorage envelope, but does not enter into a Permanent Moorage Agreement.

**Upland Storage Agreement**

Refers to a License granted by the Port to a Customer or Harbor User for the use of an assigned weblocker and/or dry storage unit within the Harbor.

**Upland Storage Customer**

Refers to customer of a weblocker or dry storage unit under an Upland Storage Agreement with the Port. Weblocker Customers are classified by the following rate classes:

- Active Commercial Fishing
- Marine Commercial
- Marine Use
- Business License Holder
- Non-Marine Use

**Vessel**

Means every type of watercraft or other mobile artificial contrivance, powered or unpowered, intended to be used for transporting people or goods on water or for floating marine construction or repair and which does not exceed two hundred feet in length. "Vessel" includes any trailer used for the transportation of watercraft, or any attached floats or debris (RCW 79.100.010).

**Vessel Owner**

The registered/legal owner of a Vessel who enters into a Moorage Agreement with the Port.

**Violation Vessels**

Any Vessel entering and remaining at the Moorage Facility without authorization; or remaining after moorage has been terminated and/or in non-compliance with the Rules and Regulations.

*~~end of Section 1~~*

## **Section 2: INTRODUCTION**

### **2.1 PURPOSE**

The purpose of this handbook is to promote the safe and efficient operation of Blaine and Squalicum Harbors and Bellingham Cruise Terminal for boaters and the public.

### **2.2 APPLICATION**

The Rules & Regulations applies to all Harbor Users using the Harbor Facilities and are subject to all Port Charges prescribed by Port of Bellingham Resolution No. 1354(A) which from time-to-time may be amended.

The Port of Bellingham reserves the right to modify the application of these rates and charges as part of a negotiated lease and/or operating agreement.

### **2.3 AUTHORIZATION TO ADMINISTER AND ENFORCE RULES, REGULATIONS AND PROCEDURES**

The Port Commissioners and Port Executive Director require the Managers to administer these Regulations by written or verbal instructions. The Managers are also charged with enforcement applicable to city, county, state and federal statutes which pertain to harbors. The Managers may request any person or persons violating these Regulations to leave the harbor and may obtain assistance from law enforcement officers to protect property and lives or preserve the peace. Harbor Users who violate the Regulations may be subject to cancellation of moorage, penalty charges and impoundments or removal of Vessels. Charges for removal of Vessel or Vessels and/or personal property will be assessed against the Vessel and/or its Owner. The Managers may interpret the intent of Rules & Regulations to carry out the operations of the harbor.

2.3.1 These Regulations 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.

2.3.2 The Commission of the Port of Bellingham (Commission) has granted the Executive Director, or his/her designee, authority to administer the Rules & Regulations.

2.3.3 The Rules & Regulations Handbook is reviewed and adopted annually by the Commission. The Commission grants the Executive Director or his/her designee the authority to make amendments, modifications and/or deletions that fall into the following categories:

2.3.3.1 Changes in Vessel identification and registration requirements by Washington State or other regulatory agencies.

2.3.3.2 Changes in technical specifications for such things as shore power cords or spring line strength brought on by industry or governmental regulations.

- 2.3.3.3 Procedural changes that positively affect harbor operations such as where a customer fills out Moorage and Upland Storage Agreements if these changes do not materially affect the substance and/or the intent of these Regulations.
- 2.3.4 The Port may request any Harbor User violating the Rules & Regulations to leave the Harbor.
- 2.3.5 Harbor Users who violate the Rules & Regulations may be subject to cancellation of Moorage and/or Storage Agreements, impoundments, and/or removal of the property under said agreement(s), and the imposition of Port Charges associated therewith.
- 2.3.6 The Port may interpret the intent of the Rules & Regulations to carry out the purposes herein.
- 2.3.7 Port Charges for impoundments and/or removal of a Vessel or other personal property may be assessed against the Vessel, the Owner of the Vessel, and/or any other Responsible Person.
- 2.3.8 All Port, city, county, state, and federal regulations and laws, applicable to Harbor usage, apply to all Harbor Users.

## **2.4 Notification**

It is the Harbor User's responsibility to:

- 2.4.1 Obtain a copy of the Rules & Regulations Handbook available in the Harbor Offices and available online at [www.portofbellingham.com](http://www.portofbellingham.com). The Port does not accept responsibility for mailing or delivery of the Rules & Regulations or for ensuring that Harbor Users/Customers have familiarized themselves with the contents thereof, including any amendments made thereto.
- 2.4.2 Comply with the Rules & Regulations.

## **2.5 Harbor User Suggestions and Grievances**

As a municipal corporation and public service agency, the Port is sensitive to and obligated to take action on valid suggestions and complaints of its Harbor Users. It is the policy of the Port to encourage Harbor Users to contribute to the efficient operation of the Harbors by following the policies and procedures established for this purpose.

- 2.5.1 If the matter cannot be satisfactorily resolved by the Manager within ten (10) days, it will be submitted to the appropriate Manager and/or Director.

## **2.6 Payments due the Port**

Port charges apply against Vessels, their Owner(s)/Operator(s), agents, and/or Responsible Persons. Moorage and/or Upland Storage charges are due and payable to the Port in advance.

- 2.6.1 Moorage rates are assessed on the length of a Vessel or berth, whichever is greater. Vessels moored alongside laterals and/or are rafted, may be assessed by the length of the Vessel.
- 2.6.2 Pursuant to Port Resolution No. 1001, the Port has the right to deny any services to Moorage Customers who have become 90 days delinquent on their account.
- 2.6.3 Moorage Customers with a history of late payments or account write-offs will have to prepay three (3) months in advance before moorage is granted or continued.
- 2.6.4 All Moorage Agreements are month-to-month agreements unless the moorage agreement expressly indicates otherwise. Some Moorage Customers may choose to pay an annual moorage rate for a twelve month period in advance; however, annual prepayment does not modify the term of any Moorage Agreement from a month-to-month term.
- 2.6.5 Checks returned to the Port for non-sufficient funds (“NSF”) may be assessed with an additional fee. Postdated checks are not accepted by the Port.
- 2.6.6 The Port offers electronic funds transfer and automatic credit card payments for billings which can be set up in the Harbor Office.
- 2.6.7 Failure to pay moorage fees, upland storage fees, or any other fee charged by the Port, by the due date may constitute a default under any other lease or agreement Lessee has with the Port.
- 2.6.8 Late fees are charged on all past due accounts.

## **2.7 Non-Payment of Moorage Charges - Resolution 1349 (RCW 53.08.320)**

When a Vessel Owner fails to pay charges owing the Port, the Port may take reasonable measures, including but not limited to the use of chains, ropes, and locks, or removal of a Vessel from the water to secure Vessels within Harbor Facilities so that the Vessels are in the possession and control of the Port and cannot be removed from the Port of Bellingham Harbor Facilities.

- 2.7.1 These procedures may be used if an Owner mooring or storing a Vessel at Harbor Facilities fails, after being notified that charges are owing and of the Owner's right to commence legal proceeding to contest that such charges are owing, to pay the Port charges owed or to commence legal proceedings to contest the charges. Notice shall be by placing in the U.S. Mail a certified letter, return receipt requested, to the owner at his last known address, and by posting a notice on the Vessel. 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. The notice shall set forth the charges owing, shall inform the owner of his right to commence legal proceedings



to contest the charges, and shall state that the Port may terminate the moorage and seize the Vessel if charges are not paid in full within 10 days or legal proceedings are not commenced to contest charges within the time required by RCW 53.08.320(b)(5). 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:

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

The Port shall review its records to ascertain the identity of the owner or anyone with an ownership interest in the Vessel. The Port shall notify the owner and anyone known to the Port to have an ownership interest in the Vessel by certified mail, return receipt requested, in order to give them the information contained in the notification.

- 2.7.2 The owner may regain possession of the Vessel by:
  - 2.7.2.1 Making arrangements satisfactory to the Port for the immediate removal of the Vessel from the moorage facility or for authorized moorage;
  - 2.7.2.2 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.
  - 2.7.2.3 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 so much of the bond or other security as is agreed or as 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.

- 2.7.3 If a Vessel has been secured by the Port under subsection (1) of this section and is not released to the owner under the bonding provisions of this section within ninety days after notifying or attempting to notify the owner under subsection (1), the Vessel shall be conclusively presumed to have been abandoned by the owner and the following sale procedures may be taken.
- 2.7.4 Staff shall prepare and submit to the Commission for consideration, a resolution authorizing the public sale of the Vessel by the Manager or his or her designee to the highest and best bidder for cash as follows:
- 2.7.4.1 Before the Vessel is sold, the owner or anyone known to the Port to have an ownership interest in the Vessel shall be given at least twenty days' notice of the sale in the manner set forth in subsection (1) of RCW 53.08.320 if the name and address of the owner is known. The notice shall contain the time and place of the sale, a reasonable description of the Vessel to be sold, and the amount of Port charges owed with respect to the Vessel. The notice of sale shall be published at least once, more than ten but not more than twenty days before the sale, in a newspaper of general circulation in Whatcom County.
- 2.7.4.2 Such notice shall include the name of the Vessel, if any, the last known owner and address thereof, 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. In the event no one purchases the Vessel at a sale, or a Vessel is not removed from the premises or other arrangements are not made within ten days of sale, title to the Vessel will revert to the Port.
- 2.7.4.3 The proceeds of a sale shall first be applied to the payment of Port charges. The balance, if any shall be paid to the owner. If the owner cannot in the exercise of due diligence be located by the Port within one year of the date of the sale, the excess funds from the sale shall revert to the Department of Revenue pursuant to RCW 63.28. If the sale is for a sum less than applicable Port charges, the Port is entitled to assert a claim for a deficiency.
- 2.7.5 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 10 days of the date the notification was provided pursuant to section (1), or the right to a hearing shall be deemed waived and the owner shall be liable for any charges owing the Port. In the event of litigation, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

2.7.6 The Port shall at all times conspicuously post the Rules & Regulations Handbook authorized under this section.

## **2.8 Non-Payment of Upland Storage Charges - Resolution 1349 (RCW 19.150)**

The following regulations are hereby established for the seizure and sale of personal property under an Upland Storage Agreement:

- 2.8.1 The Port shall continue to impound and collect delinquent moorage accounts relating to Vessels under the authority granted per RCW 53.08.320.
- 2.8.2 In the event Lessee fails to pay the storage rental fees or other charges at the time and in the manner specified in the Rules & Regulations Handbook, or fails to keep or perform any of the covenants or agreements contained in the Upland Storage Agreement, the Port may elect to terminate the Upland Storage Agreement per RCW 19.150. Lessee shall reimburse the Port for any and all expenses incurred by the Port in connection with such removal and storage.
- 2.8.3 When any part of the storage rental fees or any other charge due the Port remains unpaid for six consecutive days, the Port may deny access to the storage space.
- 2.8.4 When any part of the storage rental fees or any other charge due the Port remains unpaid for 14 consecutive days, the Port may terminate the right of the Lessee to the use of the storage space at the storage facility by sending a preliminary lien notice to the Lessee's last known address and the address of any and/or all lien holders.
- 2.8.5 Notices sent pursuant to RCW 19.150.040 or 19.150.060 shall be sent to the Lessee's address and the alternative address, if both addresses are provided by the Lessee. Failure of the Customer to provide an alternative address shall not affect the Port's remedies under this RCW or any other provision of law.
- 2.8.6 If the preliminary lien notice has been sent and the past due charges have not been paid by the date specified in the lien notice, a lien, as proposed in the notice will be attached as of the date stated and the Port may deny and continue to deny the Lessee access to the space if the charges remain

unpaid. The Port may enter the storage space, inventory the items therein, secure access door with Port lock and/or remove any property found therein to a place of safe keeping. The Lessee shall then be served a final notice of lien sale or final notice of disposition according to RCW 19.150.060.

- 2.8.7 The preliminary lien notice shall contain the following information: an itemized statement of the charges owing, notice of the date Lessee's use of the storage unit terminates, notice of denied access and use beyond the termination date if the past due charges are not paid, and the name, address, and phone number of the Port so Lessee can respond to the notice.
- 2.8.8 Prior to any sale pursuant to RCW 19.150.080, any person claiming a right to the personal property may pay the amount necessary to satisfy the lien and one month's rent in advance. In that event, the personal property may not be sold, but must be retained by the Port pending a court order directing the disposition of the personal property. If such an order is not obtained within thirty days of the original payment, the claimant must pay the monthly rental charge for the space where the personal property is stored. If amount owing is not paid, the Port may sell or dispose of the personal property in accordance with RCW 19.150.080. The Port has no liability to a claimant who fails to secure a court order in a timely manner or pay the required rental charge for any sale or other disposition of the personal property.
- 2.8.9 After the expiration of the time given in the final notice of lien sale, Staff shall prepare and submit to the Commission for consideration, a resolution authorizing the public sale of the personal property, other than personal papers and personal photographs, by the Harbormaster (or designee) to the highest and best bidder.

## **2.9 Hold Harmless**

- 2.9.1 All Harbor Users visiting or using the Harbor or Harbor Facilities do so at their own risk. The Port does not assume any responsibility for loss or damage to property or persons within the Harbor.
- 2.9.2 All Harbor Users using Port equipment must first sign a hold harmless agreement obtained in the Harbor Office before they will be permitted to use the equipment.
- 2.9.3 The Port expressly authorizes the use of the docks and floats by members of the public for recreational purposes without payment of a fee or charge of any kind.

*~~end of Section 2~~*

## **Section 3: VESSEL REQUIREMENTS**

### **3.1 Vessel Registration**

Upon request, the Port will provide authorized agents of Department of Revenue, Department of Natural Resources, or Department of Licensing access to the moorage floats for which to conduct Vessel registration compliance checks, and access to inspect records of Vessels found not in compliance. Any Vessel that is required to pay the watercraft excise tax and found not to be properly registered may be assessed a penalty by the Department of Revenue.

- 3.1.1 It is the Moorage Customer's responsibility to know and understand the Vessel registration requirements in RCW 88.02.
- 3.1.2 All Vessels must display a current registration decal, license, or permit according to the WA Department of Licensing regulations to qualify for or retain moorage at the Port's Moorage Facilities.

### **3.2 Vessel Identification**

All Vessels in the Harbor must have one of the following three current, valid identifications permanently affixed to the hull and clearly visible from the outside:

- 3.2.1 The documented name of the Vessel listed with the hailing Port; or
- 3.2.2 A Washington State registration decal and numbers; or
- 3.2.3 An official registration from any other state or foreign country. It is the responsibility of the Vessel Owner to know Washington State Department of Licensing laws on required Vessel identification.

### **3.3 Vessel Maneuvering**

- 3.3.1 The movement of Vessels in moorage areas between piers is permitted only for the purposes of mooring and transit. Random sailing, sail-boarding, row boating, kayaking, or cruising by Vessels is not permitted inside the Narrow Channels.
- 3.3.2 The speed limit for Vessels in the Narrow Channels is four knots or no wake, whichever is less.
- 3.3.3 Vessel Owners and Operators are reminded of their obligation to comply with the Navigation Rules at all times—particularly within the confines of the harbor and approaches, exercising prudence and courtesy at all times.

### **3.4 Vessel Seaworthiness**

Vessels moored in the Harbor must be completely without hazardous conditions, as determined solely by the Port, and ready for cruising in local waters.

- 3.4.1 A Vessel Owner must grant permission, when requested, for an on-board inspection of his/her Vessel by Port, city, county, state, or federal representatives, or the Vessel may be deemed unseaworthy. Failure to allow such inspection may be cause for termination of moorage.
- 3.4.2 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 Harbor immediately. 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 may require the Moorage Customer to provide, at no cost to the Port, additional information (such as a marine survey) to establish seaworthiness.
- 3.4.3 Washington State enacted new laws for Vessels that are greater than 65' in length and more than 40 years old. For Vessels meeting the criteria, state law requires that a Vessel inspection be conducted by a third-party marine surveyor. A copy of the inspection report must be provided to the Port and the Department of Natural Resources. Prior to selling a Vessel meeting this criteria, a copy of the inspection report must be provided to the transferee.
- 3.4.4 It is the Vessel Owner's responsibility to know and understand the requirements RCW 79.100. Failure to comply will result in the transferor having second liability under RCW 79.100.060 if the Vessel is later abandoned by the transferee or becomes derelict prior to a subsequent ownership transfer.
- 3.4.5 Although the Port shall have no obligation to maintain or monitor Moorage Customer's Vessel, if the Port determines the Vessel is in peril, or has placed other Vessels or persons at a Port facility in peril, the Port may elect to render aid and require reimbursement by the Moorage Customer for any costs incurred by the Port as additional fees. In the event that the Moorage Customer's Vessel releases pollutants and/or sinks, Moorage Customer will be responsible for cleanup and/or removal of the Vessel and restoration of the berthage slip in compliance with all applicable laws and regulations immediately upon demand by the Port.
- 3.4.6 Moorage Customer grants the Port free access to the Vessel for the purpose of compliance with this Moorage Agreement. The Port does not assume any responsibility for the Moorage Customer's Vessel when reassignment of berthage space or emergency services are necessarily provided.

### **3.5 Vessel Electrical Connection**

Each new Moorage Customer, when assigned their original moorage, shall be required to pay, in advance, a one-time, non-refundable charge for amortization and maintenance of electrical meter bases where electrical service is available.

- 3.5.1 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.
- 3.5.2 All shore power connections must be with cords designed for marine applications. Shore power cords must have the appropriate type of twist lock plug and receptacles, and be a minimum of 10 gauge wire (for 30 amp service) or 12 gauge wire (for 20 amp service). The use of a house-hold extension cord, or any other cord not complying with the foregoing requirements, for shore power connections is prohibited. No accessories, utilities or other attachments may be affixed to Harbor structures.
- 3.5.3 The Port may disconnect any shore power cord not meeting the foregoing requirements and may discontinue electrical service to such Owner. Any damages resulting from disconnection of an unsatisfactory shore power cord will be at the Owner's sole risk. Owner expressly authorizes the Port to disconnect any unsuitable shore power cord and releases the Port from any claims resulting from such action. Electrical service will be returned only when a proper shore power cord meeting the above requirements has been supplied by the Owner.
- 3.5.4 Shore power cords are to be secured so that they cannot cause damage to meter bases.
- 3.5.5 Electrical meters are read and billed every two months, and upon termination of the Moorage Agreement or berth reassignment.
- 3.5.6 Damage done to meter bases is the financial responsibility of the Vessel Owner.
- 3.5.7 When individually and directly metered, users are encouraged to be billed directly from the power company. In cases of transient use of an individual direct meter, the Port may elect to maintain the account and pass all actual costs to the user for that period of use.
- 3.5.8 Customers are prohibited from plugging splitters or adapters into their shore power cords unless approved by Harbor Staff in writing.
- 3.5.9 Vessels found to be discharging electricity into the water in excess of 100 milliamps will have their shore power service disconnected until the source of the discharge has been eliminated.

### **3.6 Discharge of Sewage from Vessel**

The Port is a No Discharge facility prohibiting discharge of any kind into the harbor waters. The Port maintains sewage pumpout/dump stations for use by all Moorage Customers, as well as Visitor and Transient Vessels.

- 3.6.1 The discharge of sewage from toilets or holding tanks into the Narrow Channels is prohibited.
- 3.6.2 Vessel Owners that discharge sewage into the Narrow Channels, 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.
- 3.6.3 To prevent the discharge of gray water, the Port encourages the use of shore-side facilities.
- 3.6.4 Dye tablets may be required for holding tanks to ensure the highest possible water quality is preserved.

### **3.7 Vessel deemed Hazardous or in Danger of Sinking**

Any Vessel which, in the opinion of the Port, is in danger of sinking, sustaining any other damage, or is a hazard to any other Vessel(s) or the premises, may immediately and without notice be moved and may be placed in storage ashore or under the control of a private marina as bailees of the Port. All expenses and risk of loss or damage resulting there from shall be borne by the Vessel Owner, as shall the cost of any salvage services rendered by the Port.

### **3.8 Moorage of Vessels**

All moorage at the Harbors is assigned through the Harbor Office.

- 3.8.1 Owners/Operators are responsible for adequate fendering to protect adjacent Vessels, and securing their Vessels with suitably sized and appropriately maintained mooring equipment.
- 3.8.2 Mooring lines shall not cross any walkways.
- 3.8.3 Bowsprits hanging over the float are prohibited.

*~~end of Section 3~~*



## **Section 4: Work on Vessels in the Harbors**

### **4.1 No Discharge Harbors**

The Harbors are deemed “No Discharge” harbors.

### **4.2 Vessel Maintenance/Repairs**

The Port maintains a “No Discharge” policy in the Harbors. All work on Vessels in the water must comply with the Port’s Best Management Practices and regulations of the Department of Ecology.

4.2.1 Welding or plate burning is not permitted on floats. All hot work must be done at specific docks, as designated by the Port.

4.2.2 Spray painting and/or sandblasting is prohibited at the Harbors, except in permitted shipyard areas. The burning off of paint, etc., is not permitted.

4.2.3 The underwater cleaning of hulls is prohibited.

4.2.4 No pressure washing of boat hulls in parking lots or boat launches.

4.2.5 See the Harbor Office for a list of the Port’s Best Management Practices.

### **4.3 Maintenance, Repair or New Work on Vessels**

#### **4.3.1 Vessel Owners**

All Vessel Owners with Vessels moored at the Harbors agree to assume responsibility for any and all damage caused either (i) to their own property, (ii) to the property of other individuals, or (iii) to the property of the Port caused by any activities performed on their respective Vessels by any third party.

4.3.1.1. Vessel Owners are responsible for all activities conducted by themselves, their guests, their agents, or their employees at the Harbor Facilities or on Vessels moored at the Moorage Facilities.

4.3.1.2 Vessel Owners shall abide by all Port, city, state, U.S. Coast Guard, and other applicable regulations.

4.3.1.3 Vessel Owners shall remove all materials and scrap from floats, approaches, and surrounding areas daily, and shall in no way hinder or endanger the passage or activities of other Port customers or employees by their activities.

4.3.1.4 Vessel Owners shall agree to hold harmless the Port, its commissioners, employees, and officers from any liability or loss incurred through their activities at the Harbor Facilities.

4.3.1.5 The Vessel Owner must follow the Port’s Best Management Practices which can be obtained from the Harbor Office.

#### 4.3.2 **Business License Holders**

Any individual that does not have an existing leasehold interest and is performing any work or service or selling any product or supplies at the Harbor must first obtain a Business License from the Port prior to performing any work or service or selling any product or supplies at the Harbor.

- 4.3.2.1 There shall be an annual fee charged to all Business License Holders and they must provide \$1 million liability insurance with the Port listed as Additionally Insured.
- 4.3.2.2 All Business License Holders shall be responsible for all activities conducted by themselves, their agents, or their employees at the Harbor or on Vessels moored at the Moorage Facilities. All Business License Holders agree to maintain liability insurance protecting the Port from all perils connected with the Business License Holder's activities in an amount set forth by the Port. A Certificate of Insurance, naming the Port as an additional insured, must be supplied to the Port prior to performing any work, etc.
- 4.3.2.3 Business License Holders shall abide by all Port, city, state, U.S. Coast Guard, and other applicable regulations.
- 4.3.2.4 Business License Holders shall remove all materials and scrap from floats, approaches, and surrounding areas daily, and shall in no way hinder or endanger the passage or activities of Port tenants or employees by their activities.
- 4.3.2.5 Business License Holders shall agree to hold the Port, its commissioners, employees, and officers harmless from any liability or loss incurred through activities at the Harbor.
- 4.3.2.6 Business License Holders shall abide by the Port's Best Management Practices which can be obtained from the Harbor Office.

#### 4.4 **Hazardous Material Spills**

- 4.4.1 All hazardous material spills (such as oil, diesel, gas, hydraulic fluids, paints, solvents, antifreeze, etc.) must be reported immediately by the customer to:
  - 4.4.1.1 The National Response Center
  - 4.4.1.2 The Washington State Department of Emergency Management

4.4.1.3 The Department of Ecology

4.4.1.4 The Coast Guard

4.4.1.5 Harbor Office

Contact information is available in the Harbor Office.

4.4.2 Vessel Owners are responsible for any environmental cleanup, including all expenses incurred. Use of dispersants, such as liquid soaps, is prohibited.

*~~end of Section 4~~*

## **Section 5: MOORAGE**

### **5.1 Moorage Waiting List**

Because the demand for moorage can be greater than availability, waiting lists are maintained for most moorages. To acquire moorage, it may be necessary to go on a waiting list. The waiting list is processed by date of application and moorage is assigned in that order, with consideration given to overall length, beam, and operating characteristics of the Vessel.

#### **5.1.1 Procedures for Moorage Waiting List and Moorage Assignment:**

- 5.1.1.1 Applicants must fill out a waiting list application at the Harbor Office.
- 5.1.1.2 Each application must be accompanied by a non-refundable Waitlist Setup Fee. An annual fee will be charged to remain on the list.
- 5.1.1.3 Applicants are responsible for keeping the Port advised of their current mailing address, email, and telephone number(s) for billing and notifications. Applicants are responsible for appropriately representing their Vessel's length and beam. Moorage offers may be withdrawn from customers who provide inaccurate Vessel information. It is also the responsibility of the applicant to provide the Port with an alternate contact in the event moorage becomes available and the applicant cannot be reached at the address or telephone number on the application.
- 5.1.1.4 When an applicant is offered moorage and refuses or cannot be contacted within 10 days of the date moorage is offered that applicant may be removed from the waiting list and may not have further rights to moorage under that application.

### **5.2 Utilization of Moorage**

- 5.2.1 Due to the demand for moorage, it is necessary that the Port limit the use of moorage for specific purposes to ensure fairness to all Moorage Customers. Therefore, the Port reserves the right to allocate the use of any moorage space as it deems necessary.
- 5.2.2 Moorage Customers with health problems, physical limitations, or conditions which may warrant moorage near the entrance ramps should contact the Port with any special moorage requests.

- 5.2.3 Any Vessel deemed to large or too small for its slip may be relocated to a slip of appropriate size.

### **5.3 Moorage Assignment**

#### 5.3.1 Procedures for Moorage Assignment:

- 5.3.1.1 When moorage is assigned the applicant shall be required to complete a Moorage Agreement, submit required moorage documentation, and pay the non-refundable first month's moorage, electrical hookup fee, and meter base fee prior to the Vessel entering the harbor.
- 5.3.1.2 The Port of Bellingham sets moorage rates, fees, and other charges according to RCW 53.08. Moorage charges, along with any other charges or fees are due upon receipt. Charges that are not paid by the end of the calendar month will be assessed a late fee.
- 5.3.1.3 Moorage Agreements are a month-to-month license to the Customer for use of an assigned slip and can be cancelled with 15 days' notice. Moorage Customers have the option to pay an annual moorage rate for a 12 month period in advance; however, annual prepayment does not modify the term of any Moorage Agreement from a month-to-month term.
- 5.3.1.4 If the stated Vessel length on the Moorage Agreement differs from the Vessel's Length Overall (LOA) measured by Port Staff, the Port reserves the right to terminate the Moorage Agreement if the Vessel cannot be relocated to an appropriately sized slip.
- 5.3.1.5 The transfer of moorage from Active Commercial Fishing moorage to Recreation Moorage will be done based on the berth change request list and the date the person was placed on that list.
- 5.3.1.6 If a Moorage Customer is assigned moorage at one Harbor and wishes to moor at another Harbor, that Moorage Customer may be assigned moorage at the desired Harbor in accordance with the berth change request list and the date placed on the list. Moorage off the berth change request list will be offered to customers in good standing.

- 5.3.1.7 Moorage for corporations is identical to individual requests for moorage at the Harbors. Corporations must provide proof of incorporation and authority for recognized officers to sign on behalf of the corporation.
- 5.3.1.8 Applicants offered moorage may be permitted to sublease their slip for up to twelve 12 continuous months with the prior written approval of the Port through a sublease agreement.
- 5.3.1.9 Offers for permanent moorage will only be made to customers in good standing.
- 5.3.1.10 Moorage Customer shall notify the Port of any change in contact information such as address, phone number, email, etc.

## **5.4 Moorage Agreement Permitted Use**

The Moorage Agreement is for the moorage of Recreational, Active Commercial Fishing, and Merchant Leaseholder Vessels. There are other uses that may be allowed under the Regulations.

### **5.4.1 Uses Requiring a Separate License:**

- Liveaboard Agreement
- Business License
- Sublease Agreement
- Multiparty Boathouse
- Merchant Leaseholder

### **5.4.2 Prohibited Uses:**

- Bed & Breakfast
- Air BnB (hosting overnight travelers)
- Vacation Rental By Owner (VRBO)
- Rental Housing

5.4.3 **Other Uses may be conditionally approved in writing by the Harbormaster.**

## **5.5 Required Documentation for Moorage**

### **5.5.1 Proof of Ownership**

Moorage Customers must provide proof of ownership to the Port when completing the Moorage Agreement.

The Moorage Agreement must be in the name of the registered/legal owner of the Vessel. Moorage Customer agrees to supply the Port with a current copy of the Vessel registration annually. If Vessel is currently not registered, Moorage Customer agrees to register the Vessel immediately according to the Washington State Department of Licensing Regulations as per the Revised Code of Washington (RCW) 88.02.

5.5.2 Acceptable Documents:

- 5.5.2.1 Current Washington State registration or documentation listing registered owner(s);
- 5.5.2.2 Registration certification from the Vessel Registration Program, pursuant to Section 9 of the Revenue & Taxation Act of 1983 (Senate Bill 3258);
- 5.5.2.3 Official current registration from any foreign country; or
- 5.5.2.4 Purchase and Sale Agreement, if transferring title.
- 5.5.2.5 If the Moorage Customer is a LLC or Corporation: (i) documentation of the current ownership interests in the LLC or Corporation, (ii) proof of individual's authority to bind the LLC or Corporation to the Moorage Agreement, and (iii) such other documentation as may be required by the Port. One or more of the documents listed above, as determined by the Port, are required as proof of ownership. Purchase and Sale Agreements will only be accepted on a temporary basis while permanent proof of ownership is being processed by the appropriate agency.

5.5.3 The Port may require that a Moorage Customer provide additional documentation. This documentation, as well as the Moorage Customer's file, may be submitted to the Port's legal counsel for review.

5.5.4 The Port reserves the right to verify that the Vessel in an assigned berth is, in fact, owned by the person who signed the Moorage Agreement.

## 5.6 Vessel Insurance

As a condition of moorage, the Moorage Customer is required to provide a continuous marine policy with a term no less than 12 months with coverage of \$300,000 general, legal, and pollution liability and continuously maintain this policy while the vessel is moored on Port property.

The Port endeavors to be listed as Additionally Insured and a current copy of the policy needs to be submitted at the time moorage is granted and then annually upon renewal. Canadian Moorage Customers need to provide proof of notification if policy cancels.

Vessels that are greater than 65 feet and more than 40 years old must in addition to the requirements above, must also provide coverage for the removal of the Vessel should it become derelict and coverage should the Vessel cause a pollution event.

Moorage in the name of an LLC must list the LLC as the primary policy holder.

## **5.7 Vessel Title Transfer - Moorage Slips**

When a Vessel Owner assigns or transfers ownership of a Vessel, he/she may not assign or transfer the moorage slip which he/she leases from the Port unless prior written authorization is received from the Port and a new moorage agreement is entered into by the Port and the purchaser.

- 5.7.1 The seller of a Vessel shall provide written notice to the Port of the sale of the Vessel within ten (10) days after the date of sale. Such notice shall include the current name, address, and telephone number of both the seller and purchaser, the berth number, and the date of sale. Notice shall be given either via certified mail or personal delivery to the Port.
- 5.7.2 Since the Vessel is under the physical control of the seller, the seller is responsible for ensuring that either (i) the purchaser removes the Vessel from the Harbor or, (ii) the purchaser enters into a Moorage Agreement with the Port for that berth if available.
- 5.7.3 If the Port enters into a Moorage Agreement with the purchaser, the Port shall terminate the seller's Moorage Agreement. In no event, however, shall a Moorage Agreement be terminated or entered into with purchaser unless a seller's account is paid current.
- 5.7.4 Until such time as the seller's Moorage Agreement is terminated by the Port, the seller remains responsible for all charges under the moorage agreement and these regulations, including, but not limited to, any charges incurred by the Port to impound or haul out the Vessel.
- 5.7.5 In the case of a partnership, the Port recognizes only the responsible partner in regards to moorage status in the Harbor. If a partner, other than the responsible partner, is documented with the Harbor Office as having been a partner in a Vessel for at least thirty months, the transfer of ownership of the Vessel is permitted, and the Vessel can retain its current berth. A partner who purchases another Vessel does not have moorage seniority over



persons listed on the moorage waiting list, pursuant to the waiting list policy described herein.

- 5.7.6 In order to document the partnership, the partner must be listed on the Moorage Agreement.
- 5.7.7 The Vessel Owner shall also provide a copy of the Vessel's registration or documentation showing both parties listed as legal owners of the Vessel.
- 5.7.8 In the event that proof of partnership is satisfied and moorage is transferred to the minority partner, the majority moorage Customer gives up all rights to moorage, the berth change request list and the retainer list.

## **5.8 Vessels Owned by Partnerships and Legal Entities**

The Port of Bellingham takes pride in its management and stewardship of the moorage opportunities provided at Harbor Facilities and balances the many needs of the boating community and our local marine businesses. It is becoming more common for a Limited Liability Company (LLC) or a Corporation to conduct business at the harbor with regards to moorage and upland storage. This form of ownership structure can make it difficult to determine the agent with authority to execute contracts, partnership interests, and transfers of ownership. In order to operate the harbors at their highest potential and in a fair and transparent manner we are asking that LLCs or Corporations wishing to obtain moorage or upland storage provide additional information when executing moorage and upland storage agreements with the Port. In addition, the Port will be asking for annual proof of LLC membership or Corporation ownership to ensure that Vessel moorage and upland storage is assigned and transferred in the spirit of transparency in accordance with the Port of Bellingham's Rules, Regulations and Procedures.

### **5.8.1 Beneficial Ownership**

Means 50% or more of the ownership interest in an LLC or Corporation. In the event that an LLC is owned by more than two Owners and none of those Owners have at least 50% ownership in the LLC, the Owner with the largest percentage of ownership interest is the beneficial owner of the LLC regardless of whether such ownership is economic, controlling or managerial in nature.

### **5.8.2 Partnerships**

In the case of a partnership, the Port recognizes only the primary partner in regards to moorage status in the Harbor. The Port defines the primary partner as the legal owner of the Vessel and Port assigned Moorage Customer of record. If a partner, other than the primary partner, is documented with the Harbor Office as having been a

partner in a Vessel for at least thirty months, the transfer of ownership of the Vessel is permitted, and the Vessel can retain its current berth. A partner who purchases another Vessel does not have moorage seniority over persons listed on the moorage waiting list, pursuant to the waiting list policy described herein.

5.8.2.1 In order to document the partnership, the partner must be listed on the Moorage Agreement.

5.8.2.2 The Vessel Owner shall also provide a copy of the Vessel's registration or documentation showing both parties listed as legal owners of the Vessel.

5.8.2.3 In the event that proof of partnership is satisfied and moorage is transferred to the secondary Vessel partner, the primary moorage Customer gives up all rights to moorage, the berth change request list and the retainer list.

### 5.8.3 LLCs and Corporation

Moorage for LLCs and Corporations is identical to individual requests for moorage at the Harbors. Corporations must provide proof of incorporation and authority for recognized officers to sign on behalf of the Corporation. The Port requires LLCs and Corporations annually to provide proof of membership or ownership in the LLC or Corporation and any transfer of beneficial ownership (membership) in the LLC or Corporation shall be disclosed to the harbor office prior to said transfer being made.

Any transfer of beneficial ownership in an LLC is considered assignment of the Moorage Agreement and must be reported to the harbor office in writing prior to the transfer being made. LLCs and Corporation are required to provide annual proof of membership.

5.8.3.1 The Port will annually audit LLCs and Corporation by requesting confirmation of ownership/membership structure and information on any change in beneficial ownership. In the event the Port discovers a transfer of beneficial ownership in an LLC or Corporation which was not previously reported to the Port, the Port may, in its sole discretion, terminate the Moorage Agreement.

5.8.3.2 The Port will not grant moorage or upland storage to entities, such as LLCs or Corporation, which are formed to evade waiting lists. Moorage and upland storage

agreements managed by LLCs developed prior to February 1<sup>st</sup>, 2016 will be reviewed on a case by case basis and are subject to any and all Port Regulations.

- 5.8.3.3 The Port of Bellingham reserves the right to investigate moorage and upland storage assignments which, in its judgment, are not compliant. The Port may cancel moorage or upland storage assignments if, in its judgment, determines that the moorage customer is attempting to evade a waiting list.
- 5.8.3.4 Applicants offered moorage may be permitted to sublease their slip for up to twelve continuous months with the prior written approval of the Port through a sublease agreement. Any transfer of beneficial ownership in an LLC or Corporation will be treated as a sublease so long as said transfer is reported to the Port prior to the transfer being made. The sublease will terminate after twelve months and the sub-lessee will be required to apply for full time moorage.
- 5.8.3.5 Individual boat owners may wish to change their Vessel's ownership to an LLC or Corporation. This change must receive prior approval in writing from the Harbormaster before the moorage agreement is assigned to the new business entity. The original slip holder must maintain the largest percentage of the ownership as beneficial owner.

## **5.9 Moorage Rates-Recreation**

- 5.9.1 Billing is based on Vessel length overall or berth length whichever is greatest (with the exception of half-rate moorage), with a minimum billing rate of 24 feet.
- 5.9.2 Half-rate pleasure moorage may be available in two areas of the harbor where the ingress and egress is dependent on tide conditions.
- 5.9.3 Permanently assigned moorage is billed either yearly or by the calendar month. If moorage is paid yearly and payment is not received by the due date the account will be rebilled by the calendar month per the prevailing monthly moorage rate. For permanent moorage that begins, or is cancelled, in a partial month a prorated monthly charge will be applied based on the monthly rate divided by 30 days.
- 5.9.4 Annual moorage can only be set up and/or renewed on April 1 of each year. New moorage customers opting to pay annually outside the enrollment

period will be prorated until the following April. Payments not received by the due date result in loss of annual moorage rate and will not be able to establish annual moorage until April 1 of the following year. Annual moorage rate discount is established annually.

## **5.10 Moorage Rates-Active Commercial Fishing**

- 5.10.1 Active Commercial Fishing Vessels have the option to pay a monthly, weekly, yearly, or 9 Month rate.
- 5.10.2 Annuals and 9-Month accounts can be set up any time during the year.
- 5.10.3 Leasehold tax is in addition to named rates.
- 5.10.4 Billing is based on Vessel's Length Overall.
- 5.10.5 Applies to Active Commercial Fishing Vessels (ACF) **only**.
- 5.10.6 Open Recreation Moorage rates apply to commercial Vessels not meeting ACF criteria and will be charged by boat length overall or berth length, whichever is greater.
- 5.10.7 Permanently assigned moorage is billed either yearly or by the calendar month. If moorage is paid yearly and payment is not received by the due date the account will be rebilled by the calendar month at the prevailing moorage rate.
- 5.10.8 Permanent moorage that begins, or is cancelled, in a partial month a prorated monthly charge will be applied.
- 5.10.9 Prorated daily charges are based on monthly rate divided by 30 days.

## **5.11 Moorage Rates-Bellingham Cruise Terminal**

### 5.11.1 Linear Moorage

The seasonal moorage rate for the linear mooring system will be equal to that of the prevailing rate for Vessels  $\leq 26'$ . Yearly rates are not available for this moorage.

## **5.12 Subleasing**

### 5.12.1 Sublease Agreement

Refers to a month-to-month license between the Port and the Moorage Customer granting a sublease of the Moorage Customer's assigned slip for period of time.

In order to sublease an assigned berth, the Moorage Customer must fill out a Sublease Agreement. A Moorage Customer's berth may be sublet, provided that the Port approves the sublease in advance. Sublease Agreements are available at the Harbor Office.

Both the full-time Moorage Customer and the sublessee are required to sign the Sublease Agreement.

5.12.2 Criteria for subleases:

- 5.12.2.1 It is the responsibility of the Moorage Customer desiring to sublease his/her berth to find a sublessee who will enter into the sublease agreement.
- 5.12.2.2 The Moorage Customer must locate a sublessee who owns a Vessel of comparable size and handling characteristics.
- 5.12.2.3 If a sublessee is not available, the Moorage Customer must keep up the monthly moorage payments to the Port until such time as either a sublessee is found or the Moorage Customer relinquishes the berth.
- 5.12.2.4 Moorage Customers are required to be a good customer of good standing for 6 months prior to subleasing slip.
- 5.12.2.5 Subleasing of a berth may not exceed a maximum of 12 continuous months.
- 5.12.2.6 A sublease fee is due and payable by the Moorage Customer at the same time each new Sublease Agreement is signed and approved by the Port.
- 5.12.2.7 During the sublease term, the Port shall bill the sublessee for monthly moorage at the prevailing rate and shall bill the Moorage Customer a monthly sublease fee.
- 5.12.2.8 Moorage Customers who pay for their moorage annually shall be given a refund of the unused portion of their yearly payment when their berth is subleased, based upon current monthly moorage rates.
- 5.12.2.9 Sublessees are subject to the same practices and procedures as Moorage Customers. A second party sublease is not allowed and will not be recognized which may be cause for termination of the Sublease Agreement.
- 5.12.2.10 It is strictly prohibited for a Moorage Customer to charge any fee to a sublessee during the period of the sublease. The charging of any such fee, whether in money or otherwise, may result in the automatic termination of the Moorage Agreement and the Sublease Agreement.

5.12.2.11 Before any sublease is approved, the Moorage Customer must have his/her account paid in full and in good standing with the Port; and, the sublessee must not have any account delinquencies under any current or former agreement with the Port.

## **5.13 Boathouse Moorage**

### **5.13.1 Boathouses (Individual and Multiparty)**

- 5.13.1.1 Boathouses (Individual and Multiparty) are billed the prevailing moorage rate for boathouses as stated in Appendix A.
- 5.13.1.2 Moorage Agreements are required for every Vessel mooring inside a Boathouse.
- 5.13.1.3 Boathouses must be kept in a reasonable state of repair (as solely determined by the Port); consistent with all applicable federal, state, city and the Rules & Regulations Handbook.
- 5.13.1.4 Boathouses will comply with all applicable building and fire codes and the Rules & Regulations Handbook.
- 5.13.1.5 At Squalicum Harbor, it is the responsibility of the Boathouse Owners to comply with Bellingham Municipal Code 4501.
- 5.13.1.6 At Blaine Harbor, it is the responsibility of the Boathouse Owners to comply with City of Blaine's Ordinance No. 15-2863.
- 5.13.1.7 The Port will furnish electricity and potable water to the outside of each Boathouse, at which point the Individual Boathouse Owner or the Boathouse Organization will be responsible for obtaining proper permits to connect to it and maintaining all systems from the point of connection inward to the Boathouse. The temporary interruption of these services shall not be the basis of any claim against the Port.
- 5.13.1.8 The Port may disconnect electrical service to any Boathouse where the Port, in its sole discretion, determines that continued connection may be unsafe or where the electrical system in the Boathouse may not be in compliance with applicable code. Any damage resulting

from the disconnection will be at the sole risk and expense of the Boathouse Owner(s). The Port has no duty to inspect any electrical service of any boathouse or make any determination as to the safety or compliance of the electrical system. The Port may, in its sole discretion and without liability, require that the Boathouse Owner(s) obtain an electrical inspection prior to reconnecting service.

- 5.13.1.9 All Vessels must fit within its respective Boathouse. Vessels will be allowed to overhang out to the piling if permission is granted in writing by the Harbormaster.
- 5.13.1.10 Modifications to a Boathouse must be approved in advance, and in writing by the Port. Each Boathouse Owner(s) or Boathouse Organization must follow all applicable permitting requirements, get plans approved by the Port and provide copies of applicable permits to the Harbormaster prior to commencing work.
- 5.13.1.11 Liveboards are prohibited from living on a Vessel inside a Boathouse.
- 5.13.1.12 To prevent hazards created from snow and/or ice, removal of snow build-up from rooftops of boathouses will be the responsibility of the Boathouse Owner(s).
- 5.13.1.13 Boathouse Owners and Boathouse Organizations, upon request, will provide access to their boathouses for the purpose of emergency access as well as fire, safety, and environmental inspections. The Port may require that a key for each Boathouse be provided to the Port. However, the Port has no duty to inspect the Boathouses or to respond to any emergency.
- 5.13.1.14 Should a Boathouse, through any method or means, cause destruction or damage to any other boathouse, Vessel, and person or other properties in the marina, the Boathouse Owner(s) shall bear sole responsibility and liability for resulting damages.
- 5.13.1.15 In the event of damage to or destruction of any Boathouse by fire or other casualty which renders the Boathouse unusable or unsafe (as determined by the Port), the Boathouse Owner(s) shall, at the direction of the Port,

either:

- (i) promptly remove the Boathouse and all personal property, or
- (ii) be responsible for all costs incurred by the Port to remove the Boathouse and all personal property.

In the event of such an occurrence, the Port will endeavor to, but not obligated to, provide regular non-covered alternate moorage for the Customer's boat for a period of time reasonably determined by the Port.

5.13.1.16 Failure of a Boathouse Owner(s) to abide by the terms and conditions of the Rules & Regulations Handbook, or failure to pay moorage fees, storage rental fees or any other fee charged by the Port by the due date shall constitute a default under the terms of this Assignment. A default under this Assignment shall constitute a default under any other lease or agreement Moorage Customer has with the Port.

5.13.1.17 Insurance for Individual Boathouses shall be maintained at a minimum of \$1 million for liability for property damage and death and/or bodily injury.

5.13.1.18 Multiparty Boathouses shall maintain a minimum of \$3 million for liability for property damage and death and/or bodily injury.

5.13.1.19 Prior to transferring any interest in a Boathouse or a Multiparty Boathouse, the new Boathouse Owner must fully execute a moorage agreement with the Harbor Office. Moorage charges will remain with the Moorage Customer until such time the Port receives proof of ownership transfer with a signed Bill of Sale or other legal document of title transfer, proof of insurance, and a current copy of Vessel registration/documentation.

For Multiparty Boathouses the Moorage Agreement will not be changed until the Port receives proof of the transfer of interest in the Boathouse Organization.

5.13.1.20 Boathouse Owners may sub-assign their Boathouses or space inside a Multiparty Boathouse as follows:

- i. The sub-assignee must fill out a moorage agreement with the Port and provide current Vessel registration and a certificate



- of Vessel insurance which meets the Port's insurance requirement.
- ii. The Boathouse Owner(s) will ensure the Vessel carries insurance pursuant to the Rules & Regulations.
  - iii. All applicable moorage fees shall remain the responsibility of the Boathouse Owner.
  - iv. The Boathouse Owner ensures the sub-assignment abides by the Rules & Regulations Handbook.

#### 5.13.2 Multiparty Boathouse

- 5.13.2.1 Multiparty Boathouse Owners must form and maintain a Boathouse Organization acceptable to the Port (i.e. partnership, association, LLC, etc.), and submit evidence, in the form of a certificate of registration and evidence of annual renewal from the Washington Secretary of State.
- 5.13.2.2 Each Boathouse Organization must formally appoint one person to act as the contact person for the Port to address Port related issues pertaining to the Multiparty Boathouse.
- 5.13.2.3 Each Boathouse Organization must provide an address where notice from the Port can be mailed and agree that posting of notice on the entrance point of the Multiparty Boathouse together with mailing to the specified address and to each Moorage Customer in the Multiparty Boathouse constitutes notice to the Boathouse Organization and the Multiparty Boathouse owners.
- 5.13.2.4 Each Boathouse Organization is required to execute a Boathouse Agreement with the Port.
- 5.13.2.5 Boathouse Non-compliance fee Moorage Customers in Multiparty Boathouses that are not in compliance as stated in the Rules & Regulations, will be assessed a monthly non-compliance fee as part of their monthly moorage fee. All associated costs will be the owner(s) responsibility.
- 5.13.2.6 Multiparty Boathouse Moorage Customers that are assessed the non-compliance fee will also be subject to additional enforcement actions at the discretion of the Port, up to and including eviction from the harbor.

## **5.14 Transitional Moorage**

Subject to availability, Recreation Vessels on the waiting list have the option to accept "Transitional Moorage" as permanent moorage. Transitional Moorage utilizes vacant Active Commercial Fishing Slips by back-filling with Recreation Vessels until such time an ACF Vessel returns and the slip is needed to accommodate the ACF Vessel. The Recreation Vessel will be relocated to the visitor dock, or other area of the harbor as determined by the Harbormaster(s) until such time an ACF slip is available. Transitional Moorage Vessels are guaranteed moorage.

5.14.1 Transitional Moorage is billed at the Vessel length overall.

5.14.2 Transitional Moorage is billed at the Open Slip rate on the Vessel length overall. Recreational users that have elected Transitional Moorage will be removed from the Recreational Vessel Wait List and added to the Berth Change Request List.

5.14.3 When a permanent berth is offered to a customer on Transitional Moorage, Transitional Moorage customer is required to accept new berth assignment and cannot remain in Transitional Moorage berth.

## **5.15 Retainer List**

Moorage Customers, who are planning to depart on a long voyage or who have sold their Vessel and are one year from purchasing another Vessel, may qualify for the moorage retainer list, which allows such Owners to obtain moorage for their Vessel within a reasonable time of their return to the Harbor. The following are the qualifications for entry onto the moorage retainer list:

5.15.1 Moorage Customers must be absent from the Marina for a period of more than 12 months, but not longer than three years.

5.15.2 The Moorage Customer's account must be in good standing with the account balance paid in full. Advance payment of the moorage retainer list fee must accompany the moorage retainer list application form. Applications forms are available at the Harbor Office.

5.15.3 Prior to the end of the first three year period, the Moorage Customer may request an additional three year period on the moorage retainer list and pay the Retainer fee. It is the Moorage Customer's responsibility to renew his/her request for additional time. The Port does not notify Moorage Customers of an upcoming moorage retainer list termination date.

5.15.4 No assurances are made by the Port that a berth will be available immediately upon the Moorage Customer's return or that a previously assigned berth will be available.

5.15.5 When the Moorage Customer requests to return to moorage, their name

will be added to the Berth Change Request list on the date the request is made. The annual Berth Change Request fee will be charged annually on the first of the month of when the request was made.

5.15.6 The customer will be notified by harbor staff when moorage becomes available.

### **5.16 Transfer of Moorage**

In keeping with the policy established by the Port, assigned moorage is personal property of the Moorage Customer of record and may not be transferred to any other person, except as follows: Upon the death of the Moorage Customer, moorage rights may be passed onto an immediate family member. Immediate family members consist of a spouse, child, father, mother, brother or sister. A person purchasing a Vessel from a Moorage Customer does not thereby acquire moorage space. The purchaser must apply for moorage and be placed on the waiting list, unless otherwise authorized by the Port.

### **5.17 Living Aboard**

It is the policy of the Port to grant a designated number of licenses for Liveaboard moorage. In developing liveaboard policies, it is the Port's intention to be a good steward of the harbor and operate the harbors to their highest and best use. With this in mind, it is the intent of the Port to develop sound regulations which minimize potential impacts to the lifestyles of our customers while ensuring the needs of the boaters, upland tenants and other Port users are accommodated.

Factors considered by the Port in determining the number of Liveaboard licenses permitted at the Harbors include the capacity of facilities such as sanitary waste and vehicle parking at the Harbor. Additionally, factors for considering a specific Vessel for Liveaboard use include, but are not limited to, whether the Vessel has the correct MSD, size and type of the Vessel, condition of the Vessel, number of people intending on living aboard the Vessel, whether the Moorage Customer is a permanent customer in good standing with the Port, and the location of available moorage slips relative to the location of other nearby Liveaboards.

At Squalicum Harbor there are currently 100 designated Liveaboard licenses and 50 Liveaboard licenses at Blaine Harbor. This number may be amended from time-to-time by the Port, within the Port's sole discretion. The Harbor Office maintains a waiting list for Moorage Customers wishing to live aboard their Vessel.

Regulations for Living Aboard:

5.17.1 Any individual wishing to live aboard their Vessel must first complete a Liveaboard Application at the Harbor Office. Once a license is granted, the customer must complete a Liveaboard Agreement which will be renewed annually by visiting the harbor office and signing a new Liveaboard

Agreement. The Port will use its best efforts to remind Liveboards approximately one month prior to their expiration date, but it is the sole responsibility of the Moorage Customer to renew his or her Liveboard Agreement to maintain their license to Liveboard.

A Moorage Customer living aboard their Vessel who fails to renew their Liveboard Agreement by the end of the one year term may have their license to live aboard revoked. Failure to observe the Rules & Regulations Handbook will result in the termination of the Liveboard License and/or the right to moorage at the Harbors. The license to live aboard is not transferable to any other individual or Vessel.

- 5.17.2 Written authorization from the Port is required when an individual is living on a Vessel for a period of 15 days or more in any 30 day period in excess of two consecutive months. The Harbormaster may, at their discretion, allow a Moorage Customer to temporarily exceed the 15 day limit without the need to apply for a Liveboard license. This permission will be provided in writing.
- 5.17.3 The Port will conduct an inspection of the Vessel's marine sanitation device (MSD) before a license is granted. All Liveboard Vessels must have an approved Type III MSD or working Porta-Potty and ensure that any valves are secured in the closed position to prevent illicit discharge. Dye tablets may be required for holding tanks to ensure the highest possible water quality is preserved. A Liveboard found discharging waste or other hazardous materials into the harbor will have their license to live aboard immediately terminated.
- 5.17.4 Vessels must be a minimum of 26 feet (length on deck) to qualify for Liveboard use. The Harbormaster may grant a Liveboard license on smaller Vessels on a case by case basis.
- 5.17.5 Liveboards are allowed to keep one vehicle in the parking lot per adult living aboard the Vessel provided they are regularly used (up to two cars maximum per Liveboard Vessel). Idle storage of vehicles in harbor parking areas is prohibited. For the purposes of these regulations, the term "regularly used" refers to a vehicle that leaves Port property weekly. Determination of regular use is up to the Harbormaster's discretion.
- 5.17.6 Only the registered owner and their immediate family may live aboard a Vessel. Liveboard Vessels may have up to two adults living aboard the Vessel. For the purposes of this regulation, "immediate family" may include children, a spouse, domestic partner, or significant other.
- 5.17.7 Unauthorized individuals found living aboard their Vessel without permission, as determined by the Harbormaster, are in violation of these

Regulations. They will be notified of the violation in writing and, if the condition is not corrected, will have their moorage cancelled. The local police department will also be notified for additional enforcement if needed.

- 5.17.8 A Vessel that is being used only to live aboard and not for the purpose of cruising is not eligible for Liveaboard status. Houseboats, floathouses and barges will not be permitted as Liveaboard Vessels.
- 5.17.9 The Harbor Office is unable to accept mail for any customers. It is recommended that Liveaboards establish a post office box or make other arrangements for mail delivery.
- 5.17.10 During the winter months, water on the docks may be shut off without notice to prevent the lines from freezing. For their own safety it is suggested that Liveaboards keep emergency rations, including water and food, as well as blankets and other survival gear on board the Vessel at all times. Electrical service may be interrupted without notice. The Port is not responsible for damages including spoiled food, sensitive electrical equipment, etc.
- 5.17.11 Liveaboards are expressly prohibited from living inside Individual and Multiparty Boathouses.
- 5.17.12 Liveaboards must comply with all federal, state, and Port, rules and regulations. A violation of these Regulations will result in termination of a Liveaboard license, Moorage Agreement, or both.

## **5.18 Merchant Leaseholders**

Merchant Leaseholders are upland Port tenants that have multiple Vessels that are for sale or charter. It is the policy of the Port to assign leasehold tenants, doing business as Merchant Leaseholders, moorage for the operation of their brokerage or charter business. The Assignment and management of berthage for Merchant Leaseholders shall be in accordance with the policies described within Rules & Regulations Handbook.

- 5.18.1 Merchant Leaseholders must have written moorage agreements for each assigned berth. Moorage for a berth, in this category, may be renewed subject to proof that the business is active and all permits, leases, and licenses are current. A default under this agreement constitutes a default under any other agreement or lease with the Port of Bellingham.
- 5.18.2 It is the responsibility of the Merchant Leaseholder to provide the Harbor Office with Vessel insurance meeting Port of Bellingham minimum requirements for all Vessels moored within their assigned berths.
- 5.18.3 The Merchant Leaseholder will be responsible for having all Vessel Owners complete and submit to the Harbor office a Moorage Agreement Addendum

prior to sub-assigning moorage for the Vessel.

- 5.18.4 The Merchant Leaseholder may, at their discretion, move Vessels within their fleet to any berth they have been assigned provided it does not exceed the maximum length allowed for a particular slip size. The Merchant Leaseholder will provide a list of Vessel locations and Vessel owner emergency contact information on a monthly basis unless no Vessels changed berth locations between monthly updates.
- 5.18.5 Merchant Leaseholders are responsible for the actions of their employees and the customers they bring to the assigned berths.
- 5.18.6 Merchant Leaseholders are strictly prohibited from charging moorage fees that are in excess of the rate set by the Port. It is not the Port's intent to prevent Merchant Leaseholders from recouping overhead costs through non-moorage rate related management fees. The Port reserves the right to audit the Merchant Leaseholder's billings to its customers.
- 5.18.7 The Port may designate specific berths for Merchant Leaseholder use within each marina and publish such designation in the Marina Use Plan (MUP). A copy of the Marina Use Plan may be obtained at the Harbor Office.
- 5.18.8 Merchant Leaseholders may secure future access to additional and/or specific berthage within the designated Merchant leaseholder area through the Merchant Leaseholder waiting list. Merchant Leaseholders on the waitlist will not be assigned consecutive berths unless there are no other requests for berthage on the waitlist.
- 5.18.9 Merchant Leaseholder berthage is for the moorage of Vessels actively engaged in the charter or brokerage business. Living aboard a Vessel is prohibited unless approved by the Harbormaster in writing.
- 5.18.10 Merchant Transient Moorage refers to the temporary sub-assignment of a Merchant Leaseholder slip to a Vessel Owner for purposes other than brokerage or charter.  
Merchant Leaseholders may allow Vessels not being used for the purpose of sale or charter, known as Merchant Transient Vessels, to be berthed within their assigned slips on a temporary basis. Merchant Leaseholders will be required to provide a Moorage Agreement Addendum to the Harbormaster prior to the Vessel entering the harbor. Harbor staff will work with the Merchant Leaseholders to develop Standard Operating Procedures to manage Merchant Transient Moorage.
- 5.18.11 Merchant leaseholders who no longer have need for a slip may cancel it following the Port's cancellation procedure as set-forth in these Regulations. If there are no eligible Merchant Leaseholders on the waiting list the slip will

be re- assigned at the harbormaster's discretion.

5.18.12 In the event that a Merchant Leaseholder sells all or substantially all of its interest or assets in the Merchant Leaseholder business to another individual or entity, the consent to the transfer of rights to the slips within the Merchant Leaseholder's control shall not be unreasonably withheld by the Port from the new business owner for the continued operation of the business on Port property.

### **5.19 Vessel Owners Who Charter Their Own Vessels**

Owners who charter their own Vessels, but are not Merchant Leaseholders with the Port, must notify the Harbor Office, provide proof of insurance listing the Port as an "additional insured," and maintain a valid business license with the Port.

### **5.20 Moorage for Active Commercial Fishing Vessels**

Moorage shall be assigned based upon the Vessel Owner's seniority on the moorage waiting list and the availability of moorage slips. If no other Vessel Owners are on the moorage waiting list, moorage slips shall be, based on availability, issued on a first come, first served basis.

5.20.1 Moorage fees for Active Commercial Fishing Vessels shall be charged in accordance with rates determined by Appendix A of the handbook.

5.20.2 All moorage is due and payable to the Port in advance.

5.20.3 All Vessels must register at the Harbor Office upon arrival. Failure to register, as required, may result in a penalty.

5.20.4 Penalty charges may be assessed in addition to applicable berthage charges.

5.20.5 Vessels seeking moorage on the designated active commercial floats must be engaged solely for the purpose of commercial fishing and provide the Port with the following documents:

5.20.5.1 Commercial fishing license for the Vessel within the past two years; and

5.20.5.2 Fish tickets and proof of deliveries within the past two years; or

5.20.5.3 Other proof of commercial fishing activity within the past two years.

The Port shall have the sole discretion on whether a particular Vessel is actively engaged in bona fide commercial operations.

5.20.6 Gillnet swapping floats must be free floating in the berth, but secured by a chain in three locations to lateral and finger floats. Net floats are to be removed from the berth during non-fishing periods. The design of the net

floats must be approved by the Port prior to installation.

5.20.7 Gillnet swapping floats that are deemed unsafe by the Port may be removed at the Owner's expense. If net floats are not removed, monthly moorage fees will continue.

5.20.8 Crew members may live aboard during the active fishing season for Puget Sound.

## **5.21 Moorage Termination**

5.21.1 Moorage Customers terminating their moorage must give the Port fifteen days' advance written notice. Moorage charges shall continue for fifteen days' after the notice is received by the Port.

5.21.2 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 Harbor immediately. Moorage Customers who violate these regulations may be subject to cancellation of Moorage and/or Upland Storage Agreements, including penalty charges, impoundment, and/or removal of their Vessel and the fees incurred therein.

## **5.22 Berth Change Request**

Moorage Customers may request a new berth assignment within the Harbor, pursuant to policies established by the Port and an annual renewal fee. The Port may, at its option, prioritize new berth requests based upon Vessel size and characteristics, the Moorage Customer's desires, and the date of application for a new berth assignment.

## **5.23 Visitor/Transient Vessel Moorage – Individuals**

All Visitor Vessels remaining for a period of one hour or more must register at one of the visitor sign-in stations. All Visitor Vessels must register upon arrival at the Harbor Office or Visitor Sign-In Station or a fee may be charged and/or the Vessel impounded.

5.23.1 Visitor Vessels may stay for a period of three days only at the visitor float. For periods longer than three days, other moorage may be assigned by the Port if available.

5.23.2 Any Vessel visiting Harbor Facilities for the purpose of having scheduled work done by a leasehold tenant or subtenant of the Port is entitled to the **Merchant Voucher Program**. This program allows up to three days of moorage per month without charge if arranged with harbor staff prior to having work done. After three days, visitor moorage rates will apply. The



Owner or Operator of the Visitor Vessel is responsible for moorage arrangements.

## **5.24 Loan-a-Slip Program**

The Loan-a-Slip program is in effect all year. The maximum length of time for Loan-a-Slips is two weeks per month. The process is as follows:

- 5.24.1 The Port gives Moorage Customers the option of loaning their slip to the Port while they are gone for up to two weeks per month. The Harbor Office must be advised, in advance, of the departure and arrival dates.
- 5.24.2 One-half of the visitor moorage charges collected by the Port for the use of the Moorage Customer's slip shall be credited to the Moorage Customer's moorage account with the Port.
- 5.24.3 If the Harbor Office is unable to fill the slip, no credit shall be issued to the Moorage Customer's moorage account.
- 5.24.4 Moorage Customers may also have the option to loan third parties the use of their slip under the same conditions as set forth herein for guest moorage. The Harbor Office must be notified in advance or no credit shall be issued to the Moorage Customer's moorage account.
- 5.24.5 Moorage Customers must give 24 hours' notice if they are planning to return earlier than previously scheduled.
- 5.24.6 Moorage Customers may loan their slip to a guest at no charge for a maximum of three days per month upon prior approval of the Port. The Harbor Office staff must be notified of all moorage guests or visitor moorage rates may apply. The Visitor Vessel must fit the berth.

## **5.25 Visitor Vessel Moorage - Special Events**

It is the policy of the Port to accommodate organized or special groups of Vessels, such as regattas, subject to space availability.

Special Event Requirements:

- 5.25.1 Event Representatives requiring special moorage berths must make their request in writing to the Port thirty (30) days prior to the event. Requests must identify the following:
  - i. The actual date of the event;
  - ii. The number and approximate size of the Vessels requiring moorage; and,
  - iii. The dates before and after each event that moorage is required.
- 5.25.2 Participants must complete a "guest moorage envelope," in detail, and write the name of the event across the top of the envelope. Visitor

moorage envelopes may be obtained at the Harbor Office.

- 5.25.3 The night of the event is complimentary for event participants. For participants who arrive before or stay after the event, moorage shall be assigned by the Port at the prevailing visitor moorage rate. If participants fail to pay their moorage, the event representatives shall be held liable for the moorage charges.
- 5.25.4 Fleet captains and/or event representatives are required to maintain close communication with the Harbor Office for all events.
- 5.25.5 Fleet captains and/or event representatives are responsible for their group's compliance with the Rules & Regulations Handbook.

### **5.26 Abandoned Vessel (RCW 53.08.320 (5), 79.100.040, 79.100.120))**

Vessels are considered Abandoned when left on Port property for a period of more than 30 consecutive days or for more than a total of 90 days in any 365 day period without a proper Moorage Agreement with the Port and the Vessel's owner is either not known and/or cannot be located, or known but unwilling to take control of the Vessel. (RCW 79.100.010).

If the property remains unclaimed, the Port will tag the property with notice of intent to obtain custody and sell at a public auction per RCW 79.100.040.

The Port is authorized by RCW 79.100.030 to store, strip, use, auction, sell, salvage, scrap, or dispose of an abandoned Vessel found within the Moorage Facility. A transient Vessel who does not register with the Harbor Office or at a Visitor Sign-in station upon arrival may be deemed Abandoned.

At the time of being deemed Abandoned, the Port may impound and/or relocate the Vessel at the Vessel owner's risk and expense, and attach a notice stating moorage charges due with risk of Vessel being sold at public auction.

### **5.27 Vessel Dimension**

Moorage is assigned by the Port, according to length overall, beam, and operational characteristics of the Vessel.

Charges for moorage are based on the length overall, including the bowsprits, boarding platforms, and any other overhangs either permanently or temporarily protruding from the Vessel.

Vessel Owners who erroneously report their Vessel size may be relocated, at the Owner's expense, to a berth of appropriate size. If a berth is not available, moorage may be terminated.

The Port may measure Vessels and adjust moorage charges accordingly.

## **5.28 Electric Metering**

The Harbors own and maintain suitable electric service meters at most slips, which are adjusted to register within one percent of the exact use.

If any metering should become defective, upon correcting said defect, the customer's account may be credited the incorrect charge for the preceding two month period only to within one percent of the correct value.

Upon request and payment of a meter testing charge in advance, the Harbor will test and render a certificate of test for any Vessel electric service meter. If the meter tested is found with error in excess of one percent of the true value of energy (at 120 volts, 15 amperes, 90 percent power factor), the meter testing fee will be refunded.

*~~end of section 5~~*

## Section 6: Upland Storage

Storage outside of designated areas is prohibited unless prior written approval is given by the Harbormaster(s). Items stored outside of the designated storage areas will be removed at the owner's risk and expense. Abandoned items will be tagged and if left unclaimed will be removed and disposed of in accordance with law. However, the Port shall not be liable for any loss occasioned by such disposal.

The Harbormasters have the sole discretion in administering the assignment of upland storage to maximize positive economic impact for the community.

To better support water-dependent industry within Whatcom County, the Port of Bellingham has developed four categories for land-based storage within the harbors and has designated specific areas for their use. These categories are: Weblocker Storage (secured indoor storage), Fenced-Storage Area (secured outdoor storage), Permitted Open Trailer Storage (unsecured outdoor storage), and Boat Display Area (unsecured outdoor Vessel storage). The regulations pertaining to these storage sites are as follows:

### 6.1 Weblockers

Weblockers are intended for use by Commercial Fishing Moorage Customers. However, if there are no Commercial Fishing Moorage Customers on the weblocker waiting list, other uses will be considered according to the definitions published in the Rules & Regulations Handbook.

#### 6.1.1 Weblocker Waiting List

A waiting list for those Commercial Moorage Customers desiring weblockers is maintained at the Port. It is generally the Port's policy to process the weblocker waiting list by date of application. However, the Harbormaster has been given discretion in assigning weblockers to maximize the positive economic impact of harbor operations. For instance, a weblocker assignment may bypass someone on the waitlist if that Customer already has a locker.

Weblocker charges for all Weblocker Customers are billed as published in the Rules & Regulations Handbook.

#### 6.1.2 Weblocker Assignment

Assigning weblockers is the responsibility of the Port and under the sole discretion of the Harbormaster(s).

The Port will determine the classification of the Weblocker Customer based on the following classifications as defined in the Rules & Regulations Handbook.

- Active Commercial Fishing
- Marine Commercial
- Marine Use

- Business License Holder
- Non-Marine Use

Weblocker Customers must sign an Upland Storage Agreement at the Port, which defines the qualifications, requirements, and charges.

Weblockers may not be sublet or assigned to a third party.

At the Port's sole discretion, the Upland Storage Agreement for weblockers may be transferred to a Weblocker Customer's family member, namely a spouse, child, father, mother, brother, or sister.

Subject to the aforementioned discretion of the Harbormaster, as ground floor lockers become available they will be made available for qualifying ACF customers who either do not already have a weblocker lease with the Port or are a new customer.

### 6.1.3 Weblocker Enforcement

If a weblocker is observed to have stored materials that do not comply with the permitted use classification, the Harbormaster may either terminate the Weblocker Agreement, or change the billing rate to the highest appropriate rate in effect at that time.

Weblockers approved to be billed the following classifications are required to store items permitted within the following parameters:

#### 6.1.3.1 Active Commercial Fishing

Any fisherman engaged in a bona fide commercial fishing operation under one or more valid license(s) which may include but not limited to, previous or current season fishing license, previous or current season fish tickets, or landing permits in the name of the Vessel Owner. Previous is defined as in the last two years. The Active Commercial Fisherman will have a Vessel rigged for licensed fishery (or fisheries). The Port shall have the sole discretion on whether a particular Vessel is actively engaged in bona fide commercial operations.

Stored items are: commercial fishing related tools, equipment, supplies, etc. and everything else related directly to Active Commercial Fishing.

Unacceptable items include but are not limited to: automobiles, any other motor type transportation vehicle, and anything not directly related to commercial fishing.

#### 6.1.3.2 Marine Commercial

Any upland lease tenant with the Port of Bellingham that is a marine support business.

Stored items must relate directly to the owner's Vessel and its associated support. Examples of acceptable items include:

- Boat cushions, sails, canvas, covers, dodgers, etc.
- Appropriate stores, linens, and supplies
- Inflatables, tenders, dinghies
- Small outboards
- Appropriately stored boat cleaning supplies
- Marketing and promotional items
- Spare sailing gear and equipment
- Anchor gear, ground tackle and spare lines
- Light tools for small maintenance and upkeep

Unacceptable items include but are not limited to: automobiles, inboard engines, lawn and garden equipment, household items, any item not directly related to business activity.

#### 6.1.3.3 Marine Use

Any full-time Moorage Customer (not including subleases) with the Port of Bellingham who is not engaged in Active Commercial Fishing.

Store items must relate directly to the owner's Vessel and its associated support. Examples of acceptable items include:

- Tender (dinghy) and gear
- Cushions
- Sails, canvas, fabric covers
- Spare sailing gear equipment
- Foul weather gear
- Ground tack and lines
- Light tools and stores for small maintenance and upkeep

#### 6.1.3.4 Business License Holder

Any current Business License Holder in good standing with the Port, which is a marine support business storing marine business related items.

Stored items must relate to the customer's business conducted on Port property including:

- Items directly related to the customer's business stored in an appropriate manner in conjunction with all Port, city, state, and federal regulations.
- Small tools for light maintenance and upkeep are permitted.

Unacceptable items include but are not limited to: automobiles, engines, items that pose environmental or fire safety risk household items.

#### 6.1.3.5 Non-Marine Use

All other users that cannot be classified as Commercial Fishing, Marine Commercial, or Marine Use.

Stored items do not relate to their moored Vessel or harbor business. Use of the weblocker as a workshop or place of conducting business is not permitted. Storage permitted includes household items such as:

- Furniture
- Clothing
- Toys
- Patio Furniture

Unacceptable items include but are not limited to automobiles, vehicles and equipment, trailered boats, powered tools, and processing equipment.

#### 6.1.4 Death of Weblocker Customer

Upon the death of a Weblocker Customer, the weblocker rights may be transferred to a Weblocker Customer's family member, namely a spouse, child, father, mother, brother or sister.

Documents, such as a birth certificate, confirming the relationship of the family member to the deceased Weblocker Customer must be presented to the Port before the weblocker will be reassigned.

#### 6.1.5 Weblocker Customer Responsibilities:

6.1.5.1 Weblockers are to be used for the storage of the Weblocker Customer's marine related property except for approval of Non-Marine Use.

6.1.5.2 Weblockers must be kept clean and orderly inside and in the surrounding areas adjacent to the weblocker.

- 6.1.5.3 All doorways are to be kept clear at all times. Blocking of doorways with skiffs, nets, etc., is prohibited.
- 6.1.5.4 Weblocker Customers may use the covered porch area of the weblocker they occupy for the storage of allowed items at no charge as long as the weblocker doorway is kept clear.
- 6.1.5.5 No vehicles or combustibles are permitted to be stored in the weblockers or in the covered porch area.
- 6.1.5.6 Weblocker Customers release the Port, its commissioners, employees, and officers from any and all liability for theft or damage to the contents of the Weblocker Customer's weblocker.
- 6.1.5.7 Weblockers are not to be resided in.
- 6.1.5.8 Failure to comply with these regulations may result in termination of the Upland Storage Agreement and/or the assessment of Port Charges to cure the noncompliance including, but not limited to, charges for impound fees, Port staff time, equipment rental, disposal charges, third party charges, and any other fee/charge associated with the termination of this agreement.
- 6.1.5.9 If a Weblocker Customer fails to cure any noncompliance, the Weblocker Customer expressly grants the Port and its agents the authority to enter into the weblocker to cure such noncompliance, and Weblocker Customer agrees to waive and release any claim against the Port for any lost, damaged or missing items resulting from such entry.
- 6.1.5.10 Upon termination of an Upland Storage Agreement, the Weblocker Customer is responsible for removal of all contents.
- 6.1.5.11 Storage outside the designated storage area(s) is prohibited. Any item(s) left unattended in an unauthorized storage area will be removed at the Customer's risk and expense and without liability to the Port.
- 6.1.5.12 Customer understands that the Upland Storage Agreement is a month-to-month license to occupy the unit and may be terminated by the Port at any time with 15 days' notice.



## **6.2 Fenced-Storage Area**

- 6.2.1 Fenced storage is available at the Harbor Facilities for Active Commercial Fishing Moorage Customers, only, for seine skiffs, fishing gear and equipment, crab pots, etc. The storage is in a locked and fenced yard and is charged by the square footage of the area occupied.
- 6.2.2 Upland Storage Agreements must be completed at the Harbor Office before items can be placed in the storage yards.
- 6.2.3 Upland Storage Agreements are for a one-time use of the necessary space and do not continue after the stored items are removed and space is cancelled.
- 6.2.4 Additional storage requested by an ACF Moorage Customer may be treated as a separate transaction and would require the execution of an additional Upland Storage Agreement.
- 6.2.5 The substitution of similar items in an ACF customer's storage unit does not incur additional storage charges if no additional storage area is needed.
- 6.2.6 All removals must be scheduled through the Harbor Office. Upland Storage Customers are responsible for locking gates after exiting.
- 6.2.7 Guidelines for Storage:
  - 6.2.7.1 Pallet boards or other form of blocking must be used under stored items to prevent rainwater runoff or damage to the pavement.
  - 6.2.7.2 Upland Storage Customers must make sure their area is kept clean, orderly, and free from all flammable substances.
- 6.2.8 Abandoned property stored in the storage yard may be impounded and subject to disposal.
- 6.2.9 Upland Storage Customers release the Port, its commissioners, employees, and officers from any and all liability for theft or damage to the contents of the Customer's storage unit.
- 6.2.10 Charges shall continue until all of the commercial fisher Upland Storage Customer's property is removed from the assigned space.
- 6.2.11 All gear must be drained of oils and fuel. Hydraulic lines must be adequately capped to prevent spills.

## **6.3 Permitted Open Trailer Storage**

The Port of Bellingham has allocated two areas within Squalicum Harbor for the storage of equipment and other gear required by Active Commercial Fishing and Merchant Leaseholder tenants. The criteria for utilizing these areas, known as

Permitted Open Trailer Storage areas A and B (hereafter known as POTS A and B), are as follows:

- 6.3.1 The Port of Bellingham will utilize a storage tag system for POTS A and B. These tags will be issued annually to assist in the identification of abandoned gear as well as to ensure that these spaces are being utilized to their highest and best capacity. Customers wishing to store equipment in either POTS A or B must contact the harbor office and obtain a storage permit tag prior to placing items on Port property.
- 6.3.2 All permit tags must be securely affixed to the storage trailer in a location that makes them visible from the front of the trailer.
- 6.3.3 Only approved Active Commercial Fishing and Merchant Leaseholder equipment may be stored in POTS areas. Empty Vessel trailers or trailers with a seine skiff on them will be approved on a case-by-case basis.
- 6.3.4 If deemed necessary, harbor staff may allocate specific spaces within POTS A and B to ensure that these areas are used efficiently and fairly.
- 6.3.5 Trailers must fit within designated parking spaces in POTS A and B, be in sound condition as determined by the Harbormaster, and capable of being towed at all times. Should harbor staff be required to move a trailer, trailer owner accepts full responsibility for any damage that may result from relocation.
- 6.3.6 Wheels must be chocked to prevent accidental movement.
- 6.3.7 All gear must be drained of oils and fuel. Hydraulic lines must be adequately capped to prevent spills.
- 6.3.8 Outside storage areas are for the storage of trailers and gear only. Welding, grinding, sandblasting, painting and similar activities are not permitted in the parking lots.
- 6.3.9 Trailers and equipment left unattended in the harbors without a storage permit will be impounded and disposed of in accordance Section 6.5.
- 6.3.10 Privately-owned Net Wagons must have the identification of its Owner painted on the wagon and must be parked in designated areas. All net wagons must be in full operation status at all times.

#### **6.4 Boat Display Space**

An area designated for marine tenants to store boats for sale for a monthly fee.

- 6.4.1 Upland Storage Agreement must be completed at the Harbor Office prior to placing boats in display area.
- 6.4.2 Additional space requested may be treated as a separate transaction and

would require the execution of an additional Upland Storage Agreement.

- 6.4.3 Space must not be used for storing items other than boats unless approved by the Harbormaster(s).
- 6.4.4 Area must be clean and free of debris.
- 6.4.5 Boat must be properly stored and secured.
- 6.4.6 Abandoned boats will be impounded under RCW 53.08.320 or 79.100.

## **6.5 Abandoned Property (not including Vessels)**

Property such as, equipment, gear, or any other personal property (not including Vessels) is considered Abandoned Property if left on Port property without proper storage arrangements and the owner is either unknown or known, but unresponsive.

Port Staff shall tag the property with notice to remove and/or relocate the property if necessary (at the owner's risk and expense) and attempt to notify the apparent owner of the property, if known. If after 60 days the property is not claimed by the owner, the Port may elect to retain the property and sell it at a public auction after providing at least 10 days' public notice (RCW 63.21.060).

Money collected from the sale of the property shall first be applied to the costs and expenses of the sale and then to the payment of lawful charges and expenses for the keep of the said property and the balance, if any, shall be paid to the owner and if not known, the Department of Revenue.

The Port may elect to dispose of the property if the Harbormaster deems it to have no substantial value or the probable cost of the sale exceeds the value of the property.

*~~end of Section 6~~*

## **Section 7: Facilities**

### **7.1 Restrooms / Showers / Laundry Facilities**

Restroom facilities are provided at or near the gangways to the Moorage Facilities. Restroom facilities are available to all Harbor Users during daylight hours. Only Moorage Customers are permitted to use the shower and laundry facilities at the Harbors.

Moorage Customers must contact the Harbor Office for assistance to gain entry to the shower and laundry facilities. After-hours access to restroom facilities is limited to Moorage Customers of the Harbors.

### **7.2 Garbage / Recycling Facilities**

The Port provides garbage and recycling facilities for waste generated directly from the Vessels of Moorage Customers.

7.2.1 There are recycling bins at the head of each gangway approach to the floats. See the Harbor Office for further assistance with recycling programs.

7.2.2 The depositing of garbage, trash, oil, fuel, or other waste in the water or anywhere outside of the provided containers in the Harbor, including the area on the ground next to the containers, is strictly prohibited.

7.2.3 The depositing of non-Harbor refuse in Port containers is prohibited. Violators may be prosecuted and subject to fines for each offense, pursuant to Blaine Municipal Code 9.24.110, Bellingham Municipal Code 10.60.310 or any other applicable regulation.

### **7.3 Net Repair Areas**

7.3.1 Net repair areas are located at various locations throughout the Harbors. Contact the Port for space assignment.

7.3.2 The net repair areas are provided by the Port at no cost and are available to Active Commercial Fishing Moorage Customers only.

7.3.3 Impound charges may be assessed in the following events:

7.3.3.1 Nets that are left in the net repair areas for more than 10 days may be impounded and a fee may be charged to the Moorage Customer's account.

7.3.3.2 Nets that are left on floats for more than 24 hours may be impounded and a fee may be charged to the Moorage Customer's account.

7.3.4 Parking lots are not to be used as net repair areas. Nets found in parking lots may be impounded and the owner of the net(s) may be charged a fee.

- 7.3.5 Users must clean-up all line, string, scrap netting, or other leftover waste upon completion of the net repair.
- 7.3.6 Net Repair area(s) may not be used for storage of any gear, equipment, trailers etc. Only gear and equipment, required for the intended use of the area may be left in the net repair areas.

#### **7.4 Storage on Piers or Floats**

- 7.4.1 Vessel Owners/Operators using the Harbor are required to keep their Vessel and the pier or float in the vicinity of their Vessel clear at all times.
- 7.4.2 Storage of anything on piers or floats is prohibited, except in Port provided dock boxes.
- 7.4.3 Installation of any net float requires the prior written approval of the Port.
- 7.4.4 Storage of oily rags, open paints, gasoline, or other flammable or explosive material is not permitted on the docks, in dock boxes, or in boathouses.
- 7.4.5 Moorage Customers are responsible for any damage to the dock boxes and will be billed for replacement.
- 7.4.6 Dock steps may be no wider than half the finger float width and be stored in a manner that does not interfere with walkway traffic.

#### **7.5 Dinghies**

Storage of dinghies is permitted only in designated areas.

- 7.5.1 Dinghies are not permitted on floats. They must be stowed on a Vessel or, if small enough, moored in the water ahead of the Vessel provided the Dinghy or the primary Vessel does not project outside the customer's moorage space. The construction of dinghy davits or additional floats within the slip or on the docks is prohibited.
- 7.5.2 Installation of dinghy davits onto floats or piers requires the prior written permission of the Port.
- 7.5.3 A limited number of dinghy racks are provided by the Port. Use of Port-owned dinghy racks is encouraged and is on a first come, first served basis. Any craft stored on a Port-owned dinghy rack must fit on two dinghy rack bars and may not overhang other racks or occupy more than two bars. Customers may not store more than one dinghy on Port dinghy racks.
- 7.5.4 All dinghies need to be identifiable as to ownership by placing the name of the owner, the name of the vessel, or the primary vessel's registration number in a location clearly visible from the front of the rack.

- 7.5.5 Dinghies that are derelict, deflated, and/or whose ownership is unclear will be presumed abandoned and are subject to impound.

## **7.6 Loading Zones (Work Docks) - Commercial and Recreational Vessels**

- 7.6.1. Loading zones are provided for and limited to the loading and unloading of Vessels. Contact the Port for loading zone locations.
- 7.6.2 Use of designated commercial fishing outfitting piers is limited to the transfer of fishing gear and the repair of fishing Vessel equipment, which cannot be repaired at regular Moorage Facilities; and is assigned on an individual basis by the Port. Unauthorized use is subject to a penalty charge.
- 7.6.3 All loading zones are posted with time limits. These docks are not to be used for moorage. If the Vessel Owner requires a longer stay than posted, he/she must receive permission from the Port. Regular moorage charges under the applicable rate shall apply for Vessels staying longer than the posted time limit.

## **7.7 Fueling**

The fueling of Vessels is permitted only at established marine fueling facilities. However, the delivery of diesel fuel (only) over the docks is permitted at designated locations and only by companies that have current use permit agreements with the Port.

- 7.7.1 Gasoline is not permitted to be pumped over the piers or docks, except at designated marine fueling facilities.
- 7.7.2 Fuel truck operators must use every precaution to ensure the safety of all property. Fuel truck operators should also make sure that all applicable Port, city, state, and county codes for the loading and unloading of flammable liquids are followed.
- 7.7.3 Charges apply for loading and unloading flammable liquids over piers or docks. A Use Permit Agreement is required to allow a company to deliver fuel to the Harbor Facilities.
- 7.7.4 Danger warning! Fueling a Vessel from hand-carried containers is extremely hazardous and is forbidden at the Harbors, pursuant to Uniform Fire Codes.

## **7.8 Used Oil Disposal**

Harbor Users changing oil in Vessels are responsible for the final disposal of used oil. Only used oil generated from Vessels is permitted at the provided used oil disposal stations. Other materials may be accepted for disposal or recycling. Check with the Harbor Office for a complete list of accepted materials.

Materials removed from vessels outside of harbor property, including boatyards and other lease sites, will not be accepted. Contact the Harbor Office for access to oil disposal stations.

## **7.9 Towing**

If the Harbormaster deems a Vessel or a floating item, such as a net float, need be moved and customer is not responsive, the Port will move the item/Vessel and charge the Moorage Customer the appropriate fee. Under no circumstance will any Vessel be moved for the convenience of a Vessel Owner.

## **7.10 Passenger Facilities Charge**

In addition to moorage fees, a Passenger Facilities Charge (PFC) will apply to passenger carrying Vessels of any size embarking or disembarking from the Bellingham Cruise Terminal per Appendix A of the Handbook.

Note: Passenger Facilities Charges are subject to periodic adjustment.

*~~end of Section 7~~*

## **Section 8 Equipment**

### **8.1 Forklifts/Tow Motor**

There are forklifts and tow motors available for use in the Harbors.

- 8.1.1 Harbor Users must be a minimum of 18 years of age, have a valid driver's license, and be qualified to use the equipment.
- 8.1.2 Rental charges for equipment will apply per Appendix A of the Handbook. There is no charge for use of the Tow Motor if used for towing Port-owned drum rollers.
- 8.1.3 Removal of the forklifts or tow motors from Port property is not permitted.
- 8.1.4 Equipment not equipped with nighttime running lights are restricted to daylight use only.
- 8.1.5 During inclement weather, the rental of equipment may not be permitted by the Port.

### **8.2 Drum Rollers**

The Port maintains seine drum rollers at both Harbors.

- 8.2.1 The power source is 220 volts A/C.
- 8.2.2 Contact the Port for use.
- 8.2.3 Prior to the rental of this equipment, the Harbor User shall be required to sign a hold harmless agreement for the operation of the drum roller.
- 8.2.4 Rental charges will apply per Appendix A of the Handbook.
- 8.2.5 Removal of the seine drum rollers from Port property is not permitted.

### **8.3 Bilge Pumps**

- 8.3.1 The Harbors maintain bilge pumps for emergency use only at no charge to the Moorage Customer.
- 8.3.2 Contact the Port for use.

### **8.4 Stiff-Leg Crane**

- 8.4.1 At Squalicum Harbor, arrange for use of the stiff-leg cranes at the Harbor Office. Use of stiff-leg crane is on a first-come, first-served basis only and are supplied without an operator.
- 8.4.2 Harbor Users must first sign a hold harmless agreement for operation of the stiff leg cranes.
- 8.4.3 Authorization for use is granted at the discretion of the Port.



- 8.4.4 Rental charges will apply per Appendix A of the Handbook.
- 8.4.5 Use is defined as each separate occasion in which a user signs a hold harmless agreement for the use of a crane and then notifies harbor staff when they are done and the controller is locked.

## **8.5 Potable Water**

- 8.5.1 Water may be shut off at any time without notification to customers.
- 8.5.2 During winter months water may be shut off to prevent freeze damage to plumbing systems.
- 8.5.3 In order to prevent possible vessel flooding, do not leave your dock hose attached to the Vessel or connect the hose in a way that pressurizes your vessel's plumbing system.
- 8.5.4 Customers must disconnect their dock hose from the spigot during the winter months to prevent freeze damage.

## **8.6 Fire Fighting Equipment**

Fire extinguishers and other firefighting equipment are to be used for fighting fires only.

## **8.7 Dock Carts**

The Port provides dock carts at the head of each ramp. Carts must be cleaned and returned to the top of the ramp immediately after use. Frequent users might consider purchasing a folding cart and storing it aboard their vessel.

## **8.8 Boat Launch Ramp**

The Port maintains a boat launch for use by Harbor Users at each of the Harbors for a charge. Harbor Users must pay for the use of the ramp prior to launching their Vessel. Annual boat launch passes are available at the Harbor Offices and are honored at all Port boat launch sites. Vessel work/repairs are not permitted at the boat launches or parking lots. Boat launches are not to be used for the loading or unloading of nets or crab pots. Check with the Harbor Office for parking exceeding 5 days.

*~~end of Section 8~~*

## **Section 9 General Rules & Regulations**

### **9.1 Vehicle Traffic**

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

9.1.1 All Harbor Users must observe posted speed limits. Unless otherwise posted on Harbor roadways, the speed limit within the Harbor is 15 m.p.h.

9.1.2 The Port may establish traffic and parking regulations required for safety and utilization of the Harbor Facilities.

9.1.3 Parking in any area of the Harbor is limited to 24 hours, unless otherwise posted or approved by the Port.

9.1.4 A vehicle parked in violation of these Rules, Regulations and Procedures may be towed away at owner's risk and expense.

9.1.5 Parking areas are for the use by Harbor Users only.

9.1.6 Parking of oversized vehicles such as RVs and truck/trailer combinations is not permitted in parking lots.

9.1.7 Living in and/or sleeping in cars, trailers, RV's or other vehicles and storage of vehicles at the Harbor Facilities is prohibited.

### **9.2 Visitors - After-Hours**

After dusk, only Moorage Customers and their guests are permitted on the harbor property. Moorage Customers should make arrangements to meet their guests at the head of the ramp to unlock the security gate.

### **9.3 Conduct**

9.3.1 Behavior which disturbs or creates a nuisance for others is prohibited.

9.3.2 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 Harbor.

### **9.4 Children**

Children under 12 years of age should be accompanied by an adult while on piers and floats and are encouraged to wear a U.S. Coast Guard approved life jacket at all times.

### **9.5 Pets**

9.5.1 All pets must be under control and on a leash at all times. Do not leave your pet unattended on the dock.

- 9.5.2 Any animal found wandering unattended within the Harbor will be turned over to the appropriate agency.
- 9.5.3 Any animal left unattended in a situation which is considered to be inhumane will immediately be reported to the appropriate agency.
- 9.5.4 Any animal that is a danger, threat or nuisance must be immediately removed from the Harbor.

## **9.6 Swimming, Waterskiing, and Scuba Diving**

These activities are not permitted in the Harbor. Only those divers who receive written authorization from the Port are permitted to dive in the Narrow Channels.

## **9.7 Bicycles on Floats or Docks**

Bicycles, mopeds, motorcycles, scooters, rollerblading, skateboarding, or any similar mode of transportation, is not permitted on floats or docks unless allowed to meet ADA requirements.

## **9.8 Overnight Camping**

Overnight camping is not permitted anywhere within the Harbor Facilities or on Port property.

## **9.9 Sale of Seafood to the Public**

The Port allows Active Commercial Fishers to sell their individual catch to the public at the Harbor.

- 9.9.1 Prior to commencing sales, Active Commercial Fishers must submit, to the Port, the following licenses and permits:

- 9.9.1.1 Washington State Department of Fish and Wildlife (WDFW) Commercial Fishing License.

- 9.9.1.2 WDFW Wholesale Dealer's License and/or WDFW Direct Retail Endorsement (Salmon and Crab only).

- 9.9.1.3 Tax registration number with Washington Department of Revenue.

- 9.9.1.4 Inspection report on approved scale by Washington Department of Agriculture, Division of Weights and Measures.

- 9.9.1.5 Whatcom County Health Department Food Permit and Food Handlers card for all appropriate persons.

- 9.9.2 Commercial Fishers selling their individual catch to the public shall abide by all Port, city, state, U.S., Coast Guard, and other applicable regulations.

- 9.9.3 Commercial Fishers shall sign a hold harmless agreement, available at the Harbor Office, prior to commencing sales.
- 9.9.4 Commercial Fishers shall provide liability insurance, in the amount of \$1,000,000 with the Port named as additionally insured.
- 9.9.5 Areas available for the sale of fish shall be determined by the Port. Contact the Harbor Office for fish sales locations. Designated areas to be used on a first come, first serve basis.

## **9.10 Harbor Bulletin Boards**

The Port maintains bulletin boards at each gate throughout the Harbors for the posting of official notices. Contact the Harbor Office for use of the Harbor bulletin boards.

- 9.10.1 Signs posted on Harbor bulletin boards are limited in size to 3" x 5" (the size of an index card) or as approved by the Port.
- 9.10.2 Content of signs must be marine related and at the discretion of the Harbormaster.
- 9.10.3 Due to limited space, signs posted on the Harbor bulletin boards may only be posted for two weeks, unless the Port approves a longer period.
- 9.10.4 Signs posted on the Harbor bulletin board must be dated prior to posting and bear the approval of the Port.
- 9.10.5 Signs not properly posted on the Harbor bulletin board may be removed.

## **9.11 Signage within Harbor Facilities**

The posting of "For Sale" signs on Vessels moored in the Harbor is permitted, provided they meet the guidelines established by the Port, which include but are not limited to the following:

- 9.11.1 Signs cannot be larger than 2' x 2' and must be posted on the Vessel only.
- 9.11.2 Signs must not extend beyond the bow or stern of the Vessel and cannot be more than 5' above the deck of the Vessel.
- 9.11.3 Illuminated signs of any type are not permitted.
- 9.11.4 All other types of signage must be approved by the Harbormaster in writing.

## **9.12 Handbills, Flyers, and Pamphlets**

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

## **9.13 Emergency Assistance**

In the event of a threat to human life, safety and/or property, call 911 immediately! For other, less urgent situations, contact the Port.

## **9.14 Marina Use Plan**

The Port will establish a Marina Use Plan that will create zones of use within the Harbor.

## **9.15 Theft / Damage / Injury**

9.15.1 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.

9.15.2 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 Harbor Facilities adjacent thereto, from any cause.

9.15.3 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.

## **9.16 Security**

In assuring that the Harbors are safe and secure, the Port needs the assistance of the Vessel Owners and other third parties, as follows:

9.16.1 Please report suspicious behavior immediately to Harbor Staff and/or call 911.

9.16.2 When entering or exiting through a locked gate or door, ensure it closes securely.

9.16.3 Keep Vessels locked and windows and outboard motors secure.

9.16.4 Promptly report all thefts and/or vandalism to the Port and the local Police Department.

9.16.5 Do not share the gate combination. The gate combination will be changed periodically. It is the customer's responsibility to get the new combination at the Harbor Office. Customers who give out Port gate codes to individuals without moorage are in violation of regulations and may have their moorage cancelled.

## **9.17 Compliance with Other Requirements**

The Port is authorized to require Harbor Users to take such other actions as the Port deems necessary for the safety and health of the Harbor Users and to protect

property; provided, however, that this authority shall not be deemed to be an affirmative duty or obligation on the Port to protect the Harbor Users or property. Harbor Users shall comply with all demands made by the Port, pursuant to this paragraph.

### **9.18 Inspection of Harbor Facilities**

The Port reserves the right to inspect any of its rented or leased premises at any time. However, this right to inspect does not create any affirmative duty or responsibility for the Port to conduct such inspections.

*~~end of Section 9~~*

## Appendix A: Rates & Fees

(All rates, fees, and charges apply to Harbor Facilities unless otherwise stated)

### A.1 Moorage Rates

Leasehold tax is in addition to named rates.

#### A.1.1 Recreation Open Slip

	<u>Monthly Rate/ft</u>	<u>Annual Rate/ft</u>
≤26'	\$8.10	\$94.28
27-30	\$8.26	\$96.15
31-36	\$8.34	\$97.08
37-44	\$8.85	\$103.01
45-56	\$9.20	\$107.09
57-70	\$10.71	\$124.66
>70	\$11.98	\$139.45

#### A.1.2 Active Commercial Fishing Vessel

	<u>Monthly Rate/ft</u>	<u>Annual Rate/ft</u>	<u>9-month Rate/ft</u>
<80'	\$6.39	\$74.38	\$55.78
≥80'	\$7.20	\$83.81	\$62.86

Weekly rate \$2.00/LF

#### A.1.3 Boathouse Rates

	<u>Monthly Rate/ft</u>	<u>Annual Rate /ft</u>
36'	\$10.84	\$126.18
37-44	\$11.51	\$133.98
45-56	\$11.96	\$139.21
57-70	\$13.92	\$162.03
>70'	\$15.57	\$181.23

#### A.1.4 Visitor/Transient Moorage

April 1-Oct 31	\$ .75 per foot per day (excluding Fairhaven)
Nov 1-Mar 31	\$ .50 per foot per day
Fairhaven	\$ .50 per foot per day
Maximum three (3) day limit. Extended stay by permission of Managers only.	

#### A.1.5 Loading/Outfitting Zones (Work Docks)

Commercial	\$ .25 per foot LOA per day plus regular moorage charges \$ .50 per foot LOA per day if not paying moorage
Recreation	\$ .25 per foot LOA per day plus regular moorage charges

## A.2 Fees

<b>A.2.1</b>	Sublease Set-up	\$50.00
	Sublease Monthly	\$15.00
<b>A.2.2</b>	Waiting Application	\$50.00
	Annual Renewal	\$25.00
<b>A.2.3</b>	Berth Change Request	\$25.00/yr
<b>A.2.4</b>	Merchant Leaseholder Option	\$200 /yr \$100/ 6 months
<b>A.2.5</b>	Retainer List	\$30 for 3 yrs
<b>A.2.6</b>	Boathouse Non-Compliance	\$250 /slip per month
<b>A.2.7</b>	Sea Plane Landing Fees	
	a. <u>General Aviation</u>	
	0 - .5 Hour	\$ 5.00
	.5 - 1 Hour	\$10.00
	1 - 2 Hours	\$15.00
	2 - 3 Hours	\$20.00
	Overnight	\$30.00

## A.3 Utilities

<b>A.3.1</b>	Meter Base Fee	\$35.00
<b>A.3.2</b>	Electric Hook-up	\$5.00
<b>A.3.3</b>	Electric Meter Test	\$25.00
<b>A.3.4</b>	Electric Service Rates- <b>Squalicum</b>	
	Billed Bi-Monthly \$4.00 Minimum < 47.06 KWH then \$.085/ kwh	
<b>A.3.5</b>	Electric Service Rates- <b>Blaine</b>	
	Billed Bi-Monthly \$4.00 Monthly base rate plus \$.075 per KWH	
<b>A.3.6</b>	Phone Hook-up	\$50.00 per line

## A.4 Upland Storage

<b>A.4.1</b>	Boat Display Space	\$30.00 per mo Squalicum \$10.00 per mo Blaine
<b>A.4.2</b>	Dry Land Fenced Storage	\$.12/sq ft (paved) \$.10/sq ft (unpaved)



### A.4.3 Weblockers-Squalicum

*Washington State Leasehold Tax is in addition to rates.*

Billing Frequency	Locker Sq ft	ACF	Marine Commercial	Business License	Marine Use	Non-Marine Use
Monthly	220	\$44.00	\$55.00	\$77.00	\$99.00	\$132.00
Annual	220	\$475.00	\$594.00	\$831.00	\$1069.20	\$1425.60
Monthly	280	\$56.00	\$70.00	\$98.00	\$126.00	\$168.00
Annual	280	\$604.80	\$756.00	\$1058.40	\$1360.80	\$1814.40
Monthly	630	\$126.00	\$157.50	\$220.50	\$283.50	\$378.00
Annual	630	\$1360.80	\$1701.00	\$2381.40	\$3061.80	\$4082.40
Monthly	700	\$140.00	\$175.00	\$245.00	\$315.00	\$420.00
Annual	700	\$1512.00	\$1890.00	\$2646.00	\$3402.00	\$4536.00
Monthly	720	\$144.00	\$180.00	\$252.00	\$324.00	\$432.00
Annual	720	\$1512.00	\$1944.00	\$2721.60	\$3499.20	\$4665.00
Monthly	740	\$148.00	\$185.00	\$259.00	\$333.00	\$444.00
Annual	740	\$1598.40	\$1998.00	\$2797.20	\$3596.40	\$4795.20

### A.4.4 Weblockers-Blaine

*Washington State Leasehold Tax is in addition to rates.*

Billing Frequency	Locker Sq ft	ACF	Marine Commercial	Business License	Marine Use	Non-Marine Use
Monthly	315	\$56.70	\$78.75	\$110.25	\$141.75	\$189.00
Annual	315	\$612.36	\$850.50	\$1190.70	\$1530.90	\$2041.20
Monthly	594	\$106.92	\$148.50	\$207.90	\$267.30	\$356.40
Annual	594	\$1154.74	\$1603.80	\$2245.32	\$2886.84	\$3849.12
Monthly	608	\$109.44	\$152.00	\$212.80	\$273.60	\$364.80
Annual	608	\$1181.95	\$1641.60	\$2298.24	\$2954.88	\$3939.84
Monthly	735	\$132.30	\$183.75	\$257.25	\$330.75	\$441.00
Annual	735	\$1428.84	\$1984.50	\$2778.30	\$3572.10	\$4762.80

## A.5 Equipment Use Fees

<b>A.5.1</b> Forklift Rental (Hourly rate is based on each separate occasion which is defined as each time the equipment is checked out and returned)	\$20.00 per hr (.25 hr minimum)
<b>A.5.2</b> Vessel Pumping	\$50.00 per hour 1 hr minimum
<b>A.5.3</b> Drum Roller Rental	\$12.00 per day
<b>A.5.4</b> Tow Fee	\$50.00 per tow plus labor
<b>A.5.5</b> Tow Motor: No charge for towing Port-owned Net Reels	
<b>A.5.6</b> Stiff Leg Crane: without operator	\$10.00 per hour (.50 hr minimum)

## A.6 Miscellaneous Fees & Charges

<b>A.6.1</b> Failure to Register	\$ 5.00
<b>A.6.2</b> Port Labor	\$51.00 /hr with .50 /min chg
<b>A.6.3</b> Business License	\$100 fee per year
<b>A.6.4</b> Dishonored Check	\$20.00 per NSF check
<b>A.6.5</b> Late Fees	
<b>Amount Due</b>	<b>Late Fee</b>
\$ 0.01 to \$ 500.00	\$ 5.00
> \$ 500.00 balance	One percent (1%) per month on total
<b>A.6.6</b> Boat Launch	\$7.00 per launch \$85 annual (Jan-Dec)
<b>A.6.7</b> Fueling Rate, Over Pier(s)	\$.05 per gallon (loading & unloading fuel)

## A.7 Bellingham Cruise Terminal

**A.7.1** Electric Hook-up \$75.00

**A.7.2** Vehicle Parking

Daily	\$ 6.00 per day
Weekly	\$30.00 per week
Hourly	\$ 1.00 per hour

**A.7.3** Moorage/Dockage Rates:

**Berth I - Dockage**

Vessels > 400 lf LOA	\$303.00/day
Vessels < 400 lf LOA	\$242.00/day

**Berth II & III - Commercial, Charter Vessel Moorage w/upland BCT lease**

<u>Monthly</u>	<u>Yearly*</u>
\$9.34	\$108.72

*\*Annual moorage rate changes January 1 each year*

**Visitor, Layover** \$.50 per foot per day on Vessel LOA

**Touch and Go** \$.70 per foot per landing, maximum 2 hour layover plus applicable Passenger Facilities Charge

**Berth IV - Stub Berth Dockage**

<u>Length Overall</u> (or fraction thereof)	<u>Monthly Rate/ft</u> (per month)	<u>Minimum Charge</u>
≤ 100'	\$10.00 per mo.	\$ 600.00
101' - 150'	\$10.00 per mo.	\$1,000.00
>150'	\$20.00 per mo.	\$3,000.00

**Daily Dockage**

<u>Length Overall</u> (or fraction thereof)	<u>Daily Rate/ft</u> (per day)	<u>Minimum Charge</u>
≤ 100'	\$0.50 per day	\$ 30.00
100' - 150'	\$0.50 per day	\$ 50.00
>150'	\$1.00 per day	\$ 150.00

**NOTES**

1. Rates are linked to the Port's Blue-Line Moorage Model and adjust annually on April 1.
2. Daily Rates are per calendar day or any part thereof.
3. Billing is based on Vessel length or berth length whichever is greater.
4. Moorage/Dockage rates will be reviewed and may be subject to periodic adjustment.
5. Washington State Leasehold Tax is in addition to the above named rates.

**A.7.4** Passenger Facilities Charge:

w/ lease agreement \$1.25/passenger ticket

w/o lease agreement \$2.50/passenger ticket

**A.7.5** Linear Moorage (Seasonal): Prevailing rate for Blaine and Squalicum for Vessels  $\leq 26'$

**A.7.6** Electrical Service Rates: \$4.00 minimum up to 44.94kwh then \$.089/kwh

**A.7.7** Water Base Rates: \$18.00 per month per Vessel  
*(Not to exceed operator's cost per 1200 cf)*

*~~end of document~~*