



Marina Rules & Regulations

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Port of Bremerton
Marina Rules and Regulations
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Attachment A Revised Code of Washington Titles 53.08.310 and 53.08.320
Attachment B Port of Bremerton Environmental Best Management Practices

Section 1. Introduction

1.1 Purpose

The purpose of the rules and regulations contained herein is to promote the safe and efficient operation of the Port of Bremerton Marinas.

1.2 Application

These rules and regulations shall apply to all users of the Port of Bremerton Marinas.

1.3 Authority of the Director of Marine Facilities

- a.** The Commissioners of the Port of Bremerton have delegated to the Director of Marine Facilities or designee the responsibility for the enforcement of these rules and regulations.
- b.** All users of the Port of Bremerton Marinas shall comply with the directions of the Director of Marine Facilities or designee with regard to compliance with the rules and regulations adopted herein.

1.4 Enforcement

- a.** Violators of these rules and regulations shall be subject to administrative action that may include, but is not limited to, cancellation of moorage agreement, impoundment of vessel, and/or referral to the City of Bremerton or City of Port Orchard Police Departments.
- b.** Members of the general public who violate these rules and regulations will be asked to leave the marina. Violations of civil and/or criminal statutes will be reported to the City of Bremerton or City of Port Orchard Police Departments.

1.5 Use in Common

- a.** Use of float space is in common with all other tenants and such use is intended solely for the purpose of mooring vessels. No other property rights are conveyed with the standard moorage agreement. Accordingly, the user shall not place equipment, build structures, or modify existing structures without the written approval of the Director of Marine Facilities or designee.
- b.** No material, including, but not limited to fenders, bumpers and satellite dishes, shall be attached to marina structures without approval from the Director of Marine Facilities or designee. Said attachments may be subject to removal by Port of Bremerton marina personnel for maintenance and repair of the marina facility. The Port of Bremerton shall incur no liability for the removal of such additions.

1.6 Hold Harmless and Liability Insurance

- a.** Users of the Port of Bremerton marinas do so at their own risk. The Port of Bremerton shall not be responsible for and shall be held harmless from any property damage, theft, or personal injury, including death.
- b.** As a condition of permanent moorage, owners must maintain a minimum of \$300,000 of liability insurance on their vessel and shall include in the liability policy a condition that ensures the Port is notified of any changes or cancellation of the policy. This may be accomplished by naming the Port of Bremerton as an additional insured or other equivalent language. Owners must provide documentation that this insurance is in effect, a copy of which will be maintained by the Port. Failure to maintain this insurance in force will be grounds for cancellation of the moorage agreement.

1.7 Applicable Statutes

Users of the Port of Bremerton Marinas shall be subject to all applicable Port, municipal, County, State and Federal laws and regulations.

Section 2. Administration

2.1 Marina Office

- a.** The Bremerton and Port Orchard Marina Offices are located on the waterfront fronting the Marinas. The offices will be equipped to manage the day to day business of each marina. The office hours will be established to fulfill tenant, customer, and operational requirements. The office hours will be posted at each Marina.
- b.** The Director of Marine Facilities office is located at the Port Orchard Marina.

2.2 Fuel Facility

- a.** The fuel facility is located at the Port Orchard Marina. The hours of operation shall be posted at the Fuel Dock and the Marina offices.
- b.** Terms of sale of fuel and/or oil shall be cash or major credit cards. Other means of payment must be approved in advance by the Director of Marine Facilities.
- c.** Fuel sales must be paid for at the time of delivery unless prior arrangements have been made and approved by the Director of Marine Facilities.

2.3 Moorage Agreement

- a.** All boat owners desiring moorage at the Port of Bremerton Marinas must enter into a moorage agreement with the Port of Bremerton, and must pay in advance all fees, deposits, and taxes as required by the Port.
- b.** Payments are due and payable on the first of each month at rates as established by the Port of Bremerton. Statements of account are issued by the Port as a courtesy; however, payment should be made in accordance with the terms of the moorage agreement.

- c. Rental payments overdue by ten (10) days shall be considered in default, and administrative action, including, but not limited to, late charges, impoundment of vessel and termination of moorage, may be taken in accordance with state law.
- d. Moorage of a vessel may be terminated in the event of a second impounding of the vessel. Tenant will be given Termination Notice 30 days prior to the abandonment date as provided in state law. Upon payment in full of all charges owing, or auction of vessel, vessel will be removed from slip.
- e. The moorage agreement is a contract between the Port of Bremerton and the owner or operator of the vessel named thereon. Upon signing the moorage agreement, the owner or operator of the vessel agrees to comply with all provisions of the moorage agreement and all applicable provisions of these Marina Rules and Regulations. If there is a conflict between the Marina Rules and Regulations and the moorage agreement, the moorage agreement will take precedence.

2.4 Utility Charges and Other Fees

- a. Tenants of the Port of Bremerton Marinas shall pay all utility and service charges as established by the Port of Bremerton.
- b. Deposits are required for electrical service, and for items such as key cards and electrical adapters.
- c. A schedule of established rates and deposits shall be posted in the Marina office.

2.5 Taxes

The Port of Bremerton shall collect all local, state and Federal taxes as required.

2.6 Sub-leasing

- a. Sub-leasing of moorage space will be permitted only upon approval of the Director of Marine Facilities or designee.
- b. Moorage space shall not be sub-leased for more than five (5) months in any calendar year, nor more than five (5) consecutive months.
- c. The permanent moorage space holder shall be responsible for locating a subleasee and will continue to be responsible for payment to the Port of Bremerton for all moorage and other charges owed.
- d. No charges, other than those levied by the Port of Bremerton, shall be collected by the permanent moorage space holder.
- e. Tenants must submit to the Director of Marine Facilities or designee a completed Record of Sublease form for consideration of approval.
- f. Should a boat owner sell or relinquish the title of his/her boat, the space may be subleased to the new owner for a period not to exceed thirty (30) days.

2.7 Optimum Utilization of Moorage

The Port of Bremerton reserves the right to assign and/or relocate vessels for the protection of life, property and for the best utilization of marina facilities. In the event of relocation of a vessel pursuant to this section, the Port shall provide 10 days written notice unless relocation must be made under emergency conditions as determined at the sole discretion of the Port.

Section 3. Security, Safety, Department

3.1 Tenant/User Responsibility

All tenants and users of the marina are responsible for the safe and lawful conduct of themselves, their dependents, and guests. Port employees may take action necessary to insure the safe and lawful conduct of marina tenants and users.

3.2 Safety Equipment

- a.** Users are to familiarize themselves with the location of safety systems and equipment in the area of their moorage.
- b.** Fire extinguishers, fire standpipe stations, and life rings are strategically located at various points along each dock.
- c.** All safety equipment is for emergency use only. Any tampering with or misuse of safety equipment should be reported at once to the Marina office.

3.3 Vessel Tie-Up

- a.** All vessels in permanent moorage may not extend outside of the berth. That is, if the boat is moored bow in, the bow (including any attachments) must not encroach onto the float walkway (or opposite berth, if in a head-to-head side-tie moor) and the stern (including any attachments) must not extend beyond the end of the finger float. If the boat is moored stern in, then the rules apply in the opposite direction. The intent is to preclude any part of the boat from being in the fairway or projecting into the walkway (or opposite berth). This provision does not apply to 28' slips in Port Orchard where up to 2' of fairway overhang is allowed.
- b.** Vessel owners are required to keep adequate size line in good condition securing their vessels to the dock.
- c.** A minimum of four (4) mooring lines are recommended where practical: a bow line, a stern line, and two spring lines should be provided. Marina personnel are available to assist in the proper securing of a vessel.
- d.** In the event of storm or high winds, the Director of Marine Facilities or designee may replace worn lines or add additional lines as required. The vessel owner may be charged for such necessary replacement.

3.4 Fuel Storage or Transfer

Fuel storage or fuel transfer is prohibited on marina floats, docks, piers or storage lockers.

3.5 Security

- a.** Only vessel owners and guests shall enter any part of the marina except those areas designed as public access areas by the Port of Bremerton.
- b.** Access cards and codes shall be issued only to those persons authorized by the Port of Bremerton. Access cards remain the property of the Port and shall not be transferred to another party. In addition, access cards shall be issued with a deposit in an amount established and posted by the Port. The Port reserves the right to limit the number of access cards issued to any boat owner.
- c.** All users should exert every effort to ensure gates are closed as they enter and exit the marina and should not allow strangers to enter the marina.
- d.** Any observation of illegal entry, suspicious boats within the marina, or suspicious actions should be reported to the marina office or to the Port Orchard or Bremerton Police Departments by dialing 911.

3.6 Housekeeping

- a.** All tenants are responsible for the appearance and cleanliness of their assigned moorage area.
- b.** No storage is permitted on docks. Oily rags, open paints, or other items that may constitute a fire or environmental hazard are prohibited on docks and in locker boxes.
- c.** Dinghy storage is on the vessel, not to exceed slip length.
- d.** Dinghy may be in water, on a not-to-interfere basis, for no more than three consecutive days unless approved by Director of Marine Facilities or designee. Dinghy storage racks are available at both marinas.

3.7 Environmental Protection and Sewage Discharge

- a.** Environmental Best Management Practices (BMPs) have been developed for boaters and vendors using the Port of Bremerton marinas and are included as Attachment B to these rules and regulations. All boaters are required to adhere to these BMPs any time their boat is in the marina.
- b.** Overboard discharge of sewage in U.S. territorial waters is illegal. Vessel owners who discharge sewage, including treated sewage, into the waters of the Port of Bremerton marinas are subject to the termination of the moorage agreement and/or privileges of mooring at these facilities.
- c.** Boat owners are encouraged to use the holding tank pumpout and potty dump stations located at each marina. Dockside pumpouts are available at no charge; contact the marina office for details and scheduling information.
- d.** Restrooms and showers are provided at each marina.

3.8 Swimming, Fishing, Diving

- a.** Diving for vessel repairs and cleaning is allowed under the following conditions:
 - 1. Diving operations are allowed by commercial divers who are currently listed in the marina's roster of authorized vendors per section 4.6 of these rules.
 - 2. Individual boat owners may dive on their own boats only and strictly at their own risk. Other than boat owners diving on their own boats, amateur divers may not conduct diving operations for any reason in the marina at any time.
 - 3. Unless specifically authorized by marina management, diving during the hours of darkness is prohibited.
- b.** No recreational diving will be allowed within the area of the Port of Bremerton Marinas.
- c.** Swimming or water-skiing within the marina or off any floats or piers is prohibited.
- d.** Fishing, crabbing or cleaning fish or other sea life is prohibited within the controlled access areas of the marinas. Fishing is permitted, on a not-to-interfere basis with boating activity, in the public access areas of the marinas.

3.9 Vessels in Danger of Sinking

- a.** Any vessel that, in the opinion of the Director of Marine Facilities or designee, is in danger of sinking may be pumped out by Port of Bremerton personnel, and the costs thereof may be charged to the vessel owner. The Port shall incur no liability in reference to the above action.
- b.** While the Port of Bremerton shall make a reasonable effort to limit loss to vessel and equipment as well as contact the owner of vessels in danger of sinking, the Port does not accept the vessel for storage and shall not incur any liability in the event of sinking or damage resulting therefrom. The Port of Bremerton is not an insurer of the vessel.
- c.** Boat or vessel owners shall be responsible for cleanup costs and environmental damage caused as a result of oil/fuel discharge from sinking or sunk boats or vessels.

Section 4. Special Items

4.1 Liveaboard Privilege

- a.** Persons desiring to live aboard their vessels must submit an application for Liveaboard Privileges to the Director of Marine Facilities or designee for approval by the Port of Bremerton.
- b.** Should the number of boat owners (tenants) desiring liveaboard privileges exceed 25 then the Director of Marine Facilities or designee shall maintain a waiting list based on a first applied – first assigned basis.
- c.** The Port reserves the right to terminate liveaboard privileges for violation of these marina rules and regulations, the moorage agreement or the liveaboard authorization with a written ten day notice. Liveaboard privileges may be terminated without

notice for conduct or actions that may adversely affect the health, safety or well being of any person.

- d.** Boat owners with liveaboard privileges who become 60 days in arrears in payment of moorage fees are subject to termination of liveaboard privileges upon approval of the Executive Director. If liveaboard privileges are terminated under this section, card access may be revoked until such time as the Director of Marine Facilities or designee is satisfied that the boat owner is no longer living aboard. Access may otherwise be available by arrangement with the marina office.
- e.** The Director of Marine Facilities or designee will assign liveaboards throughout the marina as vessel and berth sizes permit.
- f.** The liveaboard privilege is not transferable.
- g.** In the conduct of operating and managing the liveaboard tenancy at the marina, the Port of Bremerton will adhere to the non-discrimination provisions of the Fair Housing Act.

4.2 Pets

- a.** All pets must be kept on a leash in all areas of the marina.
- b.** Owners shall be responsible for clean-up of any mess made by their pets.
- c.** Noise or other disturbance by pets will not be tolerated.
- d.** Animals, with the exception of service dogs, are not allowed in the restrooms or laundry areas. Washing of any animals in the restrooms or showers is not allowed under any circumstances.

4.3 Vessel Movement

- a.** Vessels underway inside the marina shall be operated at minimum safe steerageway speed. The entire marina is a NO WAKE zone; boaters causing damage as a result of wakes are responsible for the costs of repairs to the marina or moored vessels in the marina.
- b.** The Port of Bremerton defines all water areas in the Port of Bremerton Marinas as narrow channels, and as such, vessel movement and right-of-way shall be governed by Rule 9 of the International Rules of the Road as published by the U.S. Department of Transportation/U.S. Coast Guard.

4.4 Right of Inspection

- a.** The Port of Bremerton reserves the right to inspect any of the leased or rented premises at any time.
- b.** Owners shall allow marina personnel free access at all times to owner's boat or tackle for inspection, firefighting, mooring or moving of boat in an emergency, or to prevent casualty or potential hazard.

4.5 Commercial Use of Marina Facility

Commercial use of Port of Bremerton marina facilities for periods less than five years is permitted only with prior approval by the Port Chief Executive Officer (CEO) or designee. Any commercial use agreement for periods greater than five years requires the approval of the Port Commission.

4.6 Commercial Vendors

- a.** Commercial access to the Port of Bremerton marina facilities must be approved in advance by the Director of Marine Facilities or designee. Vendors must show proof of business license, liability insurance of no less than \$500,000, provide the Port with a certificate of insurance naming the Port of Bremerton as an additional insured, and adhere to all Washington State Department of Labor and Industries safety and professional rules and standards.
- b.** Tenants are responsible to ensure vendors who work on their boats in the marina meet the requirements of this section of the rules and adhere to the environmental BMPs in section 3.7.

4.7 Washington State Registration

All vessels permanently moored in the marina must display proof of current Washington State vessel registration as prescribed by state statute.

4.8 Fireworks

Fireworks and their use are not permitted in any area of the Port of Bremerton marinas including all public access areas.

Section 5. General Terms

5.1 Boarding Ladders

- a.** Boarding ladders are permitted on floats for entering and exiting of vessels.
- b.** Boarding ladders must not exceed 24 inches in width and shall not be permanently fastened to the dock.
- c.** Boarding ladders must not be positioned so that access to the entire dock area is denied. Boarding ladders must not exceed 50lbs including any stored contents.

5.2 Parking, Loading, and Unloading

- a.** Tenants and guests should be careful to observe the signs and regulations as issued by the local municipality.
- b.** Parking at the marinas is provided in lots specifically reserved for tenant parking and is by permit only. Tenants must park in the designated spaces and display the marina parking permit at all times. The parking is intended to serve marina tenants who are on their boats in the marina or underway; parking in the marina lots for other purposes is not permitted.

- c. Loading zones are provided at both marinas for short term parking only. Vehicles should be removed from the loading areas as soon as possible to prevent unnecessary congestion of the marina frontage.

5.3 Oil Spills and Disposal

- a. Oil spills and oil disposal are to be handled in accordance with the BMP's described in section 3.7 of these rules.

5.4 Noise and Behavior

- a. Excessive noise and behavior that may create a nuisance or disturb other tenants will not be allowed.

5.5 Seaworthiness

- a. Vessels moored in the Port of Bremerton Marinas must be seaworthy.
- b. Vessels moored in the marina may not have openings above the waterline that cannot be secured to sea. This rule may be relaxed, at the discretion of marina management, during periods of maintenance as allowed by these rules.
- c. All vessels moored in the marina must be able to get underway on their own power. After 30 days written notice, the owner of a vessel moored at the marina must be able to demonstrate this ability should they be requested to do so by marina management.

5.6 Vessel Maintenance

Major repair work on vessels is not permitted. See Attachment B for more details.

5.7 Waiting List

The moorage waiting list shall be administered in compliance with the moorage waiting list policy as set forth in the applicable Port Resolution as adopted by the Commissioners of the Port of Bremerton.

5.8 Signs

Posting of signs for the sale, charter, or rental of vessels moored in the marina is subject to approval of the Director of Marine Facilities or designee.

5.9 Carts

The carts provided by the Port must be promptly returned to their storage area immediately after use.

Section 6. Guest Moorage

6.1 Location

Guest moorage areas shall be those areas designated by the Port of Bremerton.

6.2 Length of Stay

The guest moorage dock is intended as an area of moorage to be used while visiting or laying over for a limited period of time. Four hours of stay is permitted without charge on a not-to-interfere basis. The Port may limit the maximum stay in guest moorage to fourteen days during peak boating season.

6.3 Registration

All vessels staying at the guest moorage area overnight will be required to register at the marina office and pay rates as established by the Port of Bremerton.

6.4 Tenant Use of Guest Moorage

- a.** Permanent marina tenants may occupy guest moorage using their own vessel a maximum of six days each calendar year at one-half the normal guest rates (moorage and electrical) then in effect. Unused reduced rate guest moorage days may not be carried over from one calendar year to the next.

6.5 Rules for Boaters in Guest Moorage

- a.** Vessels underway inside the marina shall be operated at minimum safe steerageway speed. The entire marina is a NO WAKE zone; boaters causing damage as a result of wakes are responsible for the costs of repairs to the marina or moored vessels in the marina.
- b.** All vessels must enter the marina under their own power. Transient moorage will not be provided to any boat towed into the marina without the permission of marina management. Vessels may be towed out of the marina only after obtaining permission from marina management.
- c.** Normal check-out time is 1:00PM. Please contact the marina staff if you desire to depart after check-out time.
- d.** Rafting (tying multiple boats side to side) is not allowed without the prior approval of marina management.
- e.** Sewage or contaminated bilge water shall not be discharged in the marina.
- f.** All pets must be kept on a leash, or otherwise physically restrained, when not on the boat. Pet owners are responsible for picking up and properly disposing of pet waste.
- g.** Recreational swimming is not allowed in the marina. Underwater diving (personal or professional) is prohibited unless approved in advance by marina management.
- h.** Noisy events must be limited to account for other people's right to peace and quiet in the marina. Unusually noisy activities which will likely interfere with the peaceful enjoyment of other guests must be secured by 11:00 PM.
- i.** Fireworks of any kind are not allowed to be set off in the marina.
- j.** Open fires or cooking is not allowed on the docks or floats except in the BBQ units provided by the marina. Visiting boaters must arrange for the use of these BBQ units at the marina office.
- k.** Wildlife of any kind may not be fed within the marina.
- l.** Sailing in the marina is not allowed. Sailboats must enter and leave the marina under power.
- m.** Children under the age of 14 on the docks or floats must be supervised by an adult.

- n. Violation of rules may result in termination of moorage without refund and expulsion from the marina.

Section 7. Severability

7.1 Invalidity of Particular Provisions

If any term or provision of these regulations or the application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of these rules and regulations shall not be affected thereby and shall continue in full force and effect.

Attachment A

RCW 53.08.310

Moorage facilities — Definitions.

Unless the context clearly requires otherwise, the definitions in this section apply throughout this section and RCW 53.08.320.

(1) "Port charges" mean charges of a moorage facility operator for moorage and storage, and all other charges owing or to become owing under a contract between a vessel owner and the moorage facility operator, or under an officially adopted tariff including, but not limited to, costs of sale and related legal expenses.

(2) "Vessel" means every species of watercraft or other artificial contrivance capable of being used as a means of transportation on water and which does not exceed two hundred feet in length. "Vessel" includes any trailer used for the transportation of watercraft.

(3) "Moorage facility" means any properties or facilities owned or operated by a moorage facility operator which are capable of use for the moorage or storage of vessels.

(4) "Moorage facility operator" means any port district, city, town, metropolitan park district, or county which owns and/or operates a moorage facility.

(5) "Owner" means every natural person, firm, partnership, corporation, association, or organization, or agent thereof, with actual or apparent authority, who expressly or impliedly contracts for use of a moorage facility.

(6) "Transient vessel" means a vessel using a moorage facility and which belongs to an owner who does not have a moorage agreement with the moorage facility operator. Transient vessels include, but are not limited to: Vessels seeking a harbor of refuge, day use, or overnight use of a moorage facility on a space-as-available basis.

[1986 c 260 § 1; 1983 c 188 § 1.]

Notes:

Construction -- Savings -- 1983 c 188: "Nothing contained in RCW 53.08.310 and 53.08.320 may be construed as a limitation of any rights, privileges, or remedies previously existing under any applicable laws of port districts, cities, towns, metropolitan park districts, or counties." [1983 c 188 § 3.]

Severability -- 1983 c 188: "If any provision of this act or its application to any person or circumstance is held invalid, the remainder of the act or the application of the provision to other persons or circumstances is not affected." [1983 c 188 § 5.]

RCW 53.08.320

Moorage facilities — Rules authorized — Port charges, delinquency — Abandoned vessels, public sale.

A moorage facility operator may adopt all rules necessary for rental and use of moorage facilities and for the expeditious collection of port charges. The rules may also establish procedures for the enforcement of these rules by port district, city, county, metropolitan park district or town personnel. The rules shall include the following:

(1) Procedures authorizing moorage facility personnel to take reasonable measures, including the use of chains, ropes, and locks, or removal from the water, to secure vessels within the moorage facility so that the vessels are in the possession and control of the moorage facility operator and cannot be removed from the moorage facility. These

procedures may be used if an owner mooring or storing a vessel at the moorage facility fails, after being notified that charges are owing and of the owner's right to commence legal proceedings to contest that such charges are owing, to pay the port charges owed or to commence legal proceedings. Notification shall be by registered mail to the owner at his or her last known address. In the case of a transient vessel, or where no address was furnished by the owner, the moorage facility operator need not give such notice prior to securing the vessel. At the time of securing the vessel, an authorized moorage facility employee shall attach to the vessel a readily visible notice. The notice shall be of a reasonable size and shall contain the following information:

(a) The date and time the notice was attached;

(b) A statement that if the account is not paid in full within ninety days from the time the notice is attached, the vessel may be sold at public auction to satisfy the port charges; and

(c) The address and telephone number where additional information may be obtained concerning release of the vessel.

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

(2) Procedures authorizing moorage facility personnel at their discretion to move moored vessels ashore for storage within properties under the operator's control or for storage with private persons under their control as bailees of the moorage facility, if the vessel is, in the opinion of port personnel a nuisance, if the vessel is in danger of sinking or creating other damage, or is owing port charges. Costs of any such procedure shall be paid by the vessel's owner. If the owner is not known, or unable to reimburse the moorage facility operator for the costs of these procedures, the mooring facility operators may seek reimbursement of seventy-five percent of all reasonable and auditable costs from the derelict vessel removal account established in RCW 79.100.100.

(3) If a vessel is secured under subsection (1) of this section or moved ashore under subsection (2) of this section, the owner who is obligated to the moorage facility operator for port charges may regain possession of the vessel by:

(a) Making arrangements satisfactory with the moorage facility operator for the immediate removal of the vessel from the moorage facility or for authorized moorage; and

(b) Making payment to the moorage facility operator of all port charges, or by posting with the moorage facility operator a sufficient cash bond or other acceptable security, to be held in trust by the moorage facility operator 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 charges in a civil action in a court of competent jurisdiction. After entry of judgment, including any appeals, in a court of competent jurisdiction, or after the parties reach agreement with respect to payment, the trust shall terminate and the moorage facility operator 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 moorage facility operator. The balance shall be refunded immediately to the owner at his or her last known address.

(4) If a vessel has been secured by the moorage facility operator 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) of this section, the vessel shall be conclusively presumed to have been abandoned by the owner.

(5) If a vessel moored or stored at a moorage facility is abandoned, the moorage facility operator may, by resolution of its legislative authority, authorize the public sale of the vessel by authorized personnel to the highest and best bidder for cash as prescribed by this subsection (5). Either a minimum bid may be established or a letter of credit may be required, or both, to discourage the future reabandonment of the vessel.

(a) Before the vessel is sold, the owner of the vessel shall be given at least twenty days' notice of the sale in the manner set forth in subsection (1) of this section 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 the county in which the moorage facility is located. Such notice shall include the name of the vessel, if any, the last known owner and address, and a reasonable description of the vessel to be sold. The moorage facility operator may bid all or part of its port charges at the sale and may become a purchaser at the sale.

(b) Before the vessel is sold, any person seeking to redeem an impounded vessel under this section may

commence a lawsuit in the superior court for the county in which the vessel was impounded to contest the validity of the impoundment or the amount of the port charges owing. Such lawsuit must be commenced within ten days of the date the notification was provided pursuant to subsection (1) of this section, or the right to a hearing shall be deemed waived and the owner shall be liable for any port charges owing the moorage facility operator. In the event of litigation, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

(c) The proceeds of a sale under this section 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 moorage facility operator within one year of the date of the sale, the excess funds from the sale shall revert to the derelict vessel removal account established in RCW 79.100.100. If the sale is for a sum less than the applicable port charges, the moorage facility operator is entitled to assert a claim for a deficiency.

(d) In the event no one purchases the vessel at a sale, or a vessel is not removed from the premises or other arrangements are not made within ten days of sale, title to the vessel will revert to the moorage facility operator.

(6) The rules authorized under this section shall be enforceable only if the moorage facility has had its tariff containing such rules conspicuously posted at its moorage facility at all times.

[2002 c 286 § 23; 1986 c 260 § 2; 1985 c 7 § 124; 1983 c 188 § 2.]

Notes:

Severability -- Effective date -- 2002 c 286: See RCW 79.100.900 and 79.100.901.

Severability -- Construction -- Savings -- 1983 c 188: See notes following RCW 53.08.310.

Attachment B

Port of Bremerton Port Orchard Marina & Bremerton Marina

Best Management Practices

The Port marina staff is committed to preserving and enhancing the environment through proper management of activities at the Port Orchard Marina and the Bremerton Marina. In accordance with the Washington State Department of Ecology guidelines, United State Coast Guard regulations, and the Federal Clean Water Act, we have established these Best Management Practices which we hope will further the goal of safekeeping our harbors and the marine environment.

I. Bilge Water Management and Fueling Practices

- a. The discharge of contaminated bilge water is illegal. Do not discharge bilge water that is contaminated with oil, detergents, anti-freeze, or bilge cleaners. The fine for discharging oil from your bilge can be as high as \$20,000 per day per violation. Use oil absorbent bilge pads or pillows in your vessel's bilge to soak up oil and fuel. In an emergency, contact the marina staff for assistance.
- b. Prevent oil contamination of bilge water. Do not drain oil into bilge. Fit a tray underneath the engine to collect drips. Put a couple of pads in the pan to make cleanup easier. Keep bilge area as dry as possible. Fix all fuel and oil leaks in a timely fashion.
- c. Do not use detergents or soaps on fuel, oil or otherwise contaminated bilge water. While enzyme-based bilge cleaners are generally safe to use, it may take some time before the oil sheen is gone. It is best to remove contaminated water and dispose of it appropriately at on-shore facilities. The discharge of emulsified oil is a violation of state law. Use absorbent pads.
- d. Dispose of oil soaked adsorbents by placing them in the approved absorbent disposal bin located at the fuel dock. If in doubt, contact the marina staff.
- e. In Washington State, boats that are over 26' in length are required to display an "Oil Discharge is Prohibited" placard near the bilge pump switch (placards are available at most marine supply stores).

II. Fueling Operations – Port Orchard Marina

- a. All fueling must take place at the fuel pier. Avoid topping off your fuel tanks. Estimate the amount of fuel needed prior to filling your tank. Catch any spills with an absorbent pad. Never lock open or leave fuel nozzles unattended.
- b. Oil absorbent pads and small cups are available at the fuel dock.

III. Hazardous Chemicals, Cleaners and Waste

- a. Hazardous or flammable chemical/materials shall not be stored in the dock lockers or on the pier.

- b. Disposal of used oil, antifreeze, paints, solvents, varnishes, fluorescent light bulbs, and automotive batteries into the garbage is prohibited. These materials are not to be discharged into the sanitary sewage or into marine waters. DO NOT dispose of these wastes in the Marina garbage dumpsters and DO NOT leave these wastes on the dock! Contact the Marina Office for further information on how and where to properly dispose of all hazardous material.

IV. Waste Oil

- a. The marinas do not take any waste oil or used filters. Contact the marina office for further information.

V. Spill Prevention and Response

- a. Store oil absorbent materials on your vessel in case of spills.
- b. If a spill occurs, stop the spill or leakage source and contain the spill. In the event of a spill in the water, contact the Marina Office or call 911 immediately for assistance in containing a spill.
- c. The U.S. Coast Guard requires report of a spill in the water immediately. Call the National Response Center at 1-800-424-8802 and the Washington State Spill Hotline at 1-800-OILS-911. VHF channel 16 may be used to report a spill if a telephone is not available.
- d. Do not use detergents on oil spilled in the water. Detergents disperse spills, but do not eliminate them. Oil and detergents are toxic to fish and other marine life.

VI. Solid Waste

- a. Throwing garbage into the water or on the land is prohibited. Use trash cans and dumpsters located at the marina for your use.

VII. Gray Water and Sewage Management

- a. The discharge of sewage within the marina, including treated sewage, is prohibited. Discharge within three (3) miles of land is illegal and subject to fines up to \$2,000. Y-valves must be safety wired to ensure sewage flows into holding tank only. Store sewage in holding tanks and dispose of properly at a pump-out station or use a pump-out service.
- b. Pump-out facilities and port-a-potty discharge stations, located at the Port Orchard marina Fuel Dock and at the Bremerton Marina at the end of Docks C and D, are available free of charge.
- c. Even treated sewage is a threat to the shallow water environment. Do not discharge treated sewage (including Coast Guard approved MSD's) while in the marina.
- d. Shore-side restrooms and showers are available for your use free of charge and we encourage you to use them instead of on-board bathroom facilities.
- e. Minimize detergent usage and oily food waste in on-board sinks and showers. Scrape off table scraps and dispose of in the trash. Use shore side facilities whenever possible.
- f. All pet droppings must be removed and disposed of in the garbage dumpsters or sewage disposal, not in Marina waters.

VIII. Boat Repair Activity

- a. Painting, scraping and refinishing of boats, when in the water, is limited to minor touch ups and minor repairs. Such work is defined by Washington Department of Ecology as being limited to the vessel's superstructure, deck and hull above the waterline and must not exceed 25% of the vessel's surface above the waterline. Extensive repair work must occur in a commercial, permitted, boatyard.
- b. Any minor repair, painting, scraping, and refinishing must employ a containment barrier which prevents debris from entering the water/docks. All paint mixing must be done with the can(s) placed inside secondary containment that will catch spillage. Paint cans used in the pier area shall be as small as feasible, but in no case larger than one-gallon in size.
- c. Do not work from a float or small boat along side of your boat.
- d. Boat repair or storage of equipment, supplies, etc. is not allowed on the dock. Locker boxes are provided at most slips.
- e. Boat hulls with soft or ablative anti-fouling paint shall not be scrubbed or cleaned in the Marina by divers or with underwater scrubbing devices. Approved haul-out facilities must be used for these coatings. Mechanical devices or scrapers, or any process that removes paint underwater may not be used.
- f. Divers are not allowed to leave any sort of material in the water including film, debris or zinc.
- g. Contractors must dispose of their own waste off site. The marina is not permitted to handle hazardous wastes generated by commercial operators or maintenance contractors.
- h. These policies apply to tenants, vendors and employees.

IX. Boat Cleaning

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

X. Boat launch

- a. Following boat haul out, do not rinse the bottom of your boat at the launch. Please rinse your boat in a commercial, permitted boatyard where the rinse water is discharged to the sanitary sewage.

XI. Important Phone Numbers

Emergency Response

Fire/Police911

Marina Offices

Port Orchard Marina Office(360) 876-5535

Bremerton Marina Office.....(360) 373-1035

Oil Spills

National Response Center.....(800) 424-8802

Washington State Spill Hotline.....(800) 645-7911

Hazardous Waste Management

Olympic View Transfer Station.....(360) 674-2297

Kitsap County Health District.....(360) 337-5235

Kitsap County Public Works(360) 337-5777