

PORT OF ILWACO

*Rules, Regulations, and Charges (Tariff No. 21)
Pertaining to Berthage of All Vessels, Boatyard
Operation, and Port of Ilwaco Moorage Facilities.*

As Adopted by Resolution No. 15-845
As Revised by Resolution No. 16-858
Canceling all previously adopted Tariffs and rates
after the effective date of July 20, 2015.

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SECTION 1

General Provisions

1. PURPOSE AND SCOPE

The Purpose of this Tariff, Rules and Regulations is to secure the most effective control and management of the Port of Ilwaco properties. As established in the Marina and Boatyard Tariff, Management must ensure that moorage slips are utilized in a manner that will permit maximum, efficient public utilization of the Port of Ilwaco's facilities.

The purpose of the Rules, Regulations and Charges is to promote the safe and efficient operation of the Port of Ilwaco, and to provide service for any and all Port users and the general public.

2. STATEMENT OF POLICY

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

3. APPLICATION OF TARIFF

This tariff contains specific rules, regulations and charges that apply to all users of the Port of Ilwaco. Vessels, vehicles and persons using and/or operating within the Port of Ilwaco are subject to these Rules, Regulations and Charges. Any vessel owner, operator, agent or employee who uses Port facilities and fails or refuses to sign such application or agreement shall be subject to all the provisions contained therein and herein, as if they had signed the same.

4. CHANGES TO TARIFF

The Port Manager or designee, has the authority to modify, amend or adjust the operating regulations of the Port to meet special/unusual conditions as they occur including adjustments to an account holder's payment schedules/penalties.

5. USE DEEMED ACCEPTANCE

Use of Port facilities is evidence of the users consent to and agreement with these Rules, Regulations and Charges.

6. INDEMNITY

User agrees to indemnify and save the Port harmless from any loss or damage to personal property by fire, theft or from any causes whatsoever and to indemnify and save the Port harmless from any and all liability for injury or death of any person or persons or loss or damage to any property caused or occasioned or rising out of the use of said Port's facilities by the user.

7. NO LIMITATIONS

Nothing hereinbefore contained may be construed as a limitation of any rights, privileges or remedies previously existing under any applicable laws affecting the Port.

8. POSTING

That which is set forth herein is enforceable only if the Port has had its tariff containing their regulations conspicuously posted at the Port office at all times and/or available on their website at www.portofilwaco.com

9. GRIEVANCE POLICY

Differences of opinion regarding the interpretation of these regulations, policies or procedures should be brought to the attention of the Port Manager, in writing, to Port of Ilwaco, PO Box 307, 165 Howerton Way, Ilwaco, WA 98624.

The Port Manager may require the applicant, or other appealing party and Port staff to provide such evidence, records or other information, regarding the disputed issue. The decision of the Port Manager shall be final.

10. PORT MANAGER'S AUTHORITY TO PROMULGATE RULES

The Port Manager is authorized to adopt rules, regulations and procedures necessary for the efficient operation of the Port, so long as such rules, regulations and procedures are reported to the Commission and are consistent with Commission policy.

The Port Manager may delegate to appropriate Port staff such administrative authority or reporting requirements as is necessary and advisable in the efficient exercise of the Port Manager's authority.

11. ENFORCEMENT

- a) Written or verbal instructions. The Port Manager and his/her designees are authorized to enforce these regulations by written or verbal instructions.
- b) Removal or ejection from Port areas. Subject to the provisions below, the Port Manager may remove or eject persons violating these Rules, Regulations and Procedures from the Port areas and/or obtain the assistance of law enforcement officers to protect property, lives, or preserve the peace. The Port Manager and his staff may interpret the reasonable intent of these regulations to carry out the purposes of the regulations.
- c) Impoundment. If a vessel, aircraft or other property, the owner of which has been notified to remove the vessel, aircraft or property from the Port area, is not removed immediately it may be impounded by the Port and/or removed by a private contractor, charges for which will be assessed against its owner.
- d) Refusal to enter into agreements for use of Port facilities. The Port Manager and his/her designees may refuse to enter into contractual agreements (e.g., for transient or regular moorage, building or land leases), rentals (including Work Yard and Storage Yard areas), haul-outs, and other business arrangements involving the use of Port facilities when such use would not be in the best interests of the Port, as indicated by any one or more of the following:
 1. The individual or entity has a record of previously failing to meet the standards and requirements established by these Rules, Regulations and Procedures;
 2. The individual or entity has previously supplied the Port with false information or has misrepresented material facts in his/her prior dealings with the Port; or has failed to fully disclose material facts in previous dealings with the Port;
 3. The individual or entity has defaulted in the performance of any lease or other agreement with the Port of Ilwaco;
 4. In relation to leasing Port property, the individual or entity has a credit report which contains derogatory information and does not appear to be an individual or entity of satisfactory business responsibility and reputation; or

5. The individual or entity wishing to use Port facilities to conduct its business has been convicted of any crime or violation of any county ordinance of such a nature that it indicates to the Port Manager that said individual or entity would not be a desirable tenant.

12. REMOVAL OR EJECTION FROM PORT AREAS - GROUNDS AND PROCESS

Consistent with the above aforementioned and in addition to any penalties otherwise provided by Port Resolution, or federal, state, or local law or regulation, any person violating these Rules, Regulations and Procedures, or operating or handling any vessel or aircraft in violation of these Rules, Regulations and Procedures, or failing or refusing to comply with these Rules, Regulations and Procedures, may be promptly removed or ejected from the Port areas by or under the authority of the Port Manager, and upon his/her order such person may be deprived of the further use of the Port areas its facilities.

13. APPEALS – TIMING AND CONTENTS - COMMISSION HEARING

- a) Appeals. Appeals of the decision of the Port Manager to remove, eject, or otherwise deprive a person of further use of the Port areas and its facilities may be appealed to the Port Commission for further review. Such appeals shall be filed with the Port Manager within fourteen (14) calendar days after the date of the decision being appealed. A notice of appeal shall be delivered to the Port by mail or personal delivery, and must be received by 4:30 p.m. on the last business day of the appeal period.
- b) Contents of Notice of Appeal. The notice of appeal shall contain a concise statement identifying:
 1. The decision being appealed;
 2. The name and address of the appellant and his/her interest(s) in the matter;
 3. The specific reasons why the appellant believes the decision to be wrong, citing to specific and applicable provisions of the Port's Rules, Regulations and Procedures or other applicable federal, state or local laws or regulations (note: the appellant shall bear the burden of proving the Port Manager's decision was erroneous); and
 4. The relief requested.

Any notice of appeal not in full compliance with this section shall not be considered by the Port Commission.

- c) Port Commission Hearing. Appeals shall be presented to the Commission as soon as practicable and at least by the next regular meeting of the Commission, at which time the appellant shall appear before the Commission and show cause, if any, why the Port Manager's decision was in error and why he/she should not be deprived of the further use of the Port areas and facilities. Upon the order of the Commission to affirm the Port Manager's decision, such person shall be deprived of the further use of the Port areas and its facilities for such length of time as may be deemed necessary to safeguard the Port areas and its facilities, its operations, the public use thereof, and the Port's interest therein.

14. USE OF PORT FACILITIES – ALLOCATION OF RISK

Anyone visiting or using the Port or its facilities does so at his/her own risk. The Port does not assume any responsibility for loss or damage to property or personal injury except as such liability may be proven to have resulted from negligence by the Port or its employees.

The Port shall not be liable or responsible in any manner for an aircraft's, vessel's, recreational vehicles or vehicle's safe keeping or condition of any associated tackle, apparel, fixtures, equipment and

or furnishings. The Port shall not be liable or responsible for any personal injuries suffered by owner or his agents or invitees arising from any cause upon an aircraft, recreational vehicle, vehicle or vessel upon Port property.

15. PROHIBITED BEHAVIOR ON OR IN PORT AREAS

- a) Loud, boisterous, and lewd and lascivious conduct is not permitted on Port property.
- b) Behavior that disturbs or creates a nuisance for on Port premises (e.g., marinas) is prohibited.
- c) Drinking alcoholic beverages is prohibited in outdoor areas open to the general public except for the following:
 - 1. Consumption upon licensed premises; or
 - 2. As part of an outdoor special event expressly permitted by the Port.

16. VEHICLE TRAFFIC AND PARKING

- a) The Port Manager may establish reasonable traffic and parking regulations as may be required for orderly handling of motor vehicles on the Port's premises, including NO PARKING areas for fire lanes, dumpsters, walkways, lift right-of-way and such other areas as would impede safe and efficient Port operations.
- b) A vehicle parked in violation of signs or regulations may be towed away and impounded, and shall be released only after all charges and costs have been paid.
- c) Users of the Port may use only designated areas for parking. All vehicles must be in operating condition and have current registration.
- d) All vehicles must display current tabs or are subject to towing at the owner's expense.
- e) Short term parking of vehicles in the work yard is permitted, provided the vehicle does not impair the Port's ability to move vessels with the Travelift. If a vehicle in the yard is obstructing the Port's operation, the vehicle may be towed at owner's expense.

17. PETS

Pets must be kept on a leash no longer than 10' and in the control of a competent person. Owners of pets are responsible for proper clean up and disposal of animal wastes. Failure to properly clean up after a pet will result in a \$250 fine. Any unleashed Pets will be subject to impoundment at the owner's expense. If any pet becomes a nuisance, the Port reserves the right to prohibit it from Port property and/or request removal to the animal shelter.

18. BICYCLES

Riding and storage of bicycles, motorcycles, mopeds or similar vehicles on piers or floats is prohibited. Storage of the above will be either on owner's vessel, vehicle, or in designated areas.

19. FIREWORKS

The display or use of fireworks, by the public, on Port premises is strictly prohibited. Commercial display of fireworks, as contracted with the Port or other entity, is permissible upon approval of the Port Manager.

20. BULLETIN BOARDS – SIGNS – MAIL

- a) Notes/bulletins on boards should be of purposes related to the Port and bear the date of posting. Notes and bulletins not meeting this requirement will be removed. All public bulletin boards may be completely cleared without notice.
- b) Notes/bulletins of a permanent type should be of nautical purpose, dated and submitted to Port Manager for posting. Unauthorized notes and bulletins may be removed by the Port.
- c) All patrons are responsible for their own mail, UPS, FedEx, etc. delivery. The Port will not handle or sign for any deliveries unless prior written arrangements have been made. Mail or deliveries will be returned to sender if these arrangements have not been made in advance.
- d) Other than on public bulletin boards, posting of signs in the Port areas shall be subject to the approval of the Harbormaster or Airport Manager, as applicable.

21. RESTROOMS & SHOWERS

- a) Except for service dogs, pets are not allowed in restrooms.
- b) Women and men shall use separate facilities. Restrooms are not co-ed.
- c) All efforts will be taken to maintain clean and operable restrooms, open to the general public, during regular business hours. The restrooms may be closed at anytime, at the discretion of the Port Manager, to avoid vandalism or misuse.
- d) Restrooms may be closed or restricted during winter months.

22. NO SMOKING AREAS

Consistent with Chapter 70.160 RCW, no person may carry or smoke any kind of lighted pipe, cigar, cigarette, or any other lighted smoking equipment within any Port owned building that is used by and open to the public, or within twenty-five feet from entrances, exits, windows that open or ventilation intakes of such buildings.

23. LICENSING

Any and all individuals or companies conducting business activity at the Port for the sale of goods and/or services shall have all licenses legally required for such business. This applies to businesses operating on the water that load or offload passengers at Port facilities, such as charters, fishing guides and tour boats for hire. As a condition of providing such goods and/or services at the Port of Ilwaco, users shall have licensing documentation available for inspection upon request by Port staff. Port Staff shall have the right, but not the obligation, to request such licensing documentation. Failure to have such documentation may be grounds for termination of any berthage privileges or loss of rights to conduct business on Port property or within the marina.

SECTION 2

Definitions

1. ABANDONED VESSEL OR PROPERTY

- a) A vessel shall be deemed abandoned if it meets the criteria of RCW 79.100.010(1); or if the vessel is not registered with the Port, and moorage charges and other required fees paid, within 12 hours of commencement of use of Port moorage.

- b) Personal property other than vessels shall be deemed abandoned if: The property is left on or in Port facilities without identification, evidence of ownership, or notification to the Port of ownership for a period of more than 12 hours.
2. LONG TERM MOORAGE TENANT: Shall mean berthage assigned to an individual or company whereby a Moorage Agreement has been entered into between the Port and the user, satisfactory liability insurance has been provided and the account balance paid in full. Long term moorage is considered 12 consecutive months. These agreements remain in effect until they are terminated by the user and/or the Port.
3. BERTHAGE: Shall mean berthage for fishing vessels, pleasure craft and other vessels shall include only use of berthing space alongside of assigned float or in assigned area and access for sustenance, supplies and passengers over the float for the customer paying berthage charges.
4. BOAT BASIN: Shall mean the entrance, the water space and the structures within the boundaries of the breakwall.
5. BOATYARD: Shall mean the entire area of the boatyard haul-out facility, workyard, indoor boatyard buildings, shop and associated equipment and structures.
6. BOAT TRASH/GARBAGE: Shall mean any refuse that is generated on the boat/vessel.
7. CHARTER BOAT: Shall mean a vessel that takes passengers for hire.
8. CHARTER OFFICE: Shall mean a business engaging in the bookings for charter boat(s).
9. COMMERCIAL FISHING DOCKS: Shall mean West Main, C, D and Holman Floats.
10. COMMERCIAL FISHING VESSEL: Shall mean a vessel, which is engaged in a commercial fishing operation under one or more valid licenses.
11. DERELICT VESSEL: Shall mean a vessel for where the vessel's owner is known and can be located, and exerts control of a vessel that has been moored contrary to Port of Ilwaco rules or has been left on Port for a period of seven consecutive days, and:
- (a) Is sunk or in danger of sinking;
 - (b) Is obstructing a waterway; or
 - (c) Is endangering life or property.
12. DRAFT: Shall mean the depth of water a vessel draws when fully loaded.
13. EMERGENCY: Shall mean a state of imminent danger to life or property or navigation or the environment in which time is of the essence.
14. EARLY TERMINATION: Shall mean termination of a Long-Term Moorage Agreement initiated by the moorage tenant prior to the end of a contract in good standing.
15. PORT MANAGER: Shall mean the person appointed by the Port Commissioners to serve as Director of all operations for the Port.
16. FEE AND RATE SCHEDULE: Shall mean moorage and other appropriate rates, fees and charges as determined from time to time by the Port.

17. GEAR: Shall mean all manner of fishing accessories, electronics, netting, and other items used, or intended to be used for, marine activity, or such items necessary or convenient for the use of the vessel.
18. HAZARDOUS VESSEL: Shall mean a vessel determined by the Port to be unseaworthy, or in a state of disability, if unduly prolonged could endanger the marine environment or life or property or become a hazard to navigation.
19. HOUSEKEEPING: Refers to any person(s) authorized by the Port Manager staying aboard a vessel.
20. INDUSTRIAL WASTE: Shall mean any liquid, gaseous or solid waste substances or combination thereof resulting from any process of industry, manufacturing, trade, agricultural or agricultural operation or business, or from the developments or recovery of any natural resources, which may cause or might reasonable be expected to cause pollution of the Port of Ilwaco Marina waters, controlled by the Port of Ilwaco.
21. LEASEHOLD TAX: Is Washington State mandated excise tax on the use of public property by private or commercial businesses based upon the lease rate of the property. This tax is in lieu of the property tax.
22. LENGTH OVER ALL (LOA): Length Over All (LOA): Shall mean the distance along the centerline from the foremost part of the vessel to the aft most part of the vessel including bow sprit, anchors, swim steps tenders and any other equipment or part of the vessel which is permanently or temporarily attached to the vessel while it is in the slip. Measurement for LOA will be round-up to the nearest foot regardless of registered or documented length. Double-wide vessels shall pay the cost of two slips.
23. LIVE-A-BOARD TENANT (LAT): Refers to any person(s) authorized by the Marina Manager staying aboard a vessel for a time period exceeding fifteen (15) days in any rolling thirty-day (30) period.
24. MARINA: Shall mean the boat basin and upland facilities as well as any person(s) duly authorized to represent the Port of Ilwaco.
25. MARINA DISTRICT: Shall mean the upland facilities or businesses surrounding the marina and nearby properties.
26. MANAGEMENT: The Port personnel responsible for the management of the Port of Ilwaco facilities, either personally or through their assigned subordinates.
27. MOORAGE AGREEMENT: Shall mean an agreement between the vessel owner, operator, individual or company and the Port of Ilwaco for the assignment of, use of, and payment for moorage on a transient (daily or monthly), or Long-Term basis.
28. MOORAGE FACILITY: Shall mean any properties or facilities owned or operated by the Port that are capable of use for the moorage or storage of vessels.
29. MOORAGE FACILITY OPERATOR: Shall mean the Port of Ilwaco.
30. MOORAGE TENANT: Shall mean any person or business who has entered into a moorage agreement for short or long-term moorage.
31. MOORAGE – LONG TERM: Shall mean the 12-month period commencing on the first day when a Moorage Agreement is completed, satisfactory liability insurance has been provided, payment is received and a berth has been assigned by the Marina Manager.
32. NO-WAKE ZONE: Shall mean the water space inside the break walls of the marina boat basin.

33. OWNER/OPERATOR: Shall mean any person who claims, expressly or otherwise, lawful care, custody, or control of a vessel by virtue of legal title, equitable interest, lease or charter therein which entitles him to possession or has authority over the operation of the vessel pursuant to authority of the legal or equitable owner or charter.
34. PARK: Shall mean to place or leave any vehicle, trailer, or vessel on Port of Ilwaco property.
35. PERSON: Shall mean individual, partnership, corporation, association or other form of legal entity.
36. PERSONAL PROPERTY: In a broad and general sense, everything that is the subject of ownership, not coming under denomination of real estate.
37. PROHIBITED: Shall mean activities not allowed in the Marina, or at all Port of Ilwaco facilities.
38. PORT: Shall mean the Port of Ilwaco.
39. PORT CHARGES: Shall mean charges of the Port for moorage, storage or damage to facilities and all other charges owing or to become owing between a user and the Port, including but not limited to costs and expenses, including attorney's fees and court costs, incurred in salvage, termination, removal and/or sale of vessels.
40. PORT COMMISSIONERS: Means the Port Commission of the Port of Ilwaco. Port District residents elect three Commissioners who serve six-year terms. The Commission establishes all policies necessary to operate the Port and perform other functions within the Port District as authorized by the Revised Code of Washington.
41. PORT PROPERTIES: Shall mean the Port of Ilwaco Marina and all other lands, properties and facilities owned or operated by the Port of Ilwaco.
42. SEAFOOD PRODUCT: Shall mean salmon, bottom fish and fish of all types and species; clams, shrimp, crab and shellfish of all types and species; and all other seafood, or seafood products, whether intended for animal or human consumption.
43. SEWAGE: Shall mean water, chemical, or other liquid carried human or animal wastes from vessels, other vehicles, trailers, residences, building, industrial or commercial establishments or other places with such ground water infiltration and surface water as may be present.
44. SHALL and MAY: "Shall" is mandatory. "May" is permissive.
45. SKIFF/DINGHY: Shall mean a vessel less than 15 feet in length which is exclusively used as a tender, or run-a-bout, for the tenant's vessel.
46. SPORT VESSEL: Shall mean any vessel, regardless of size, not engaged in marine commerce and not possessing a commercial fishing, charter or passenger transportation license.
47. STAGING: Use of port facilities or properties as a station for changing gear belonging to a vessel.
48. TENANT: Shall mean owner/operator who enters into a Long-Term moorage agreement with the Port of Ilwaco.
49. TRANSIENT MOORAGE: Short-term berthage for less than 12 months whereby the vessel is granted authority by the Port to moor.
50. TARIFF: Shall mean Port Rules, Regulations and Charges at the Port of Ilwaco.

51. TRANSIENT VESSEL: Any vessel not registered under a Long-Term moorage agreement with the Port for that particular vessel ID.

52. VESSEL: Shall mean every species of watercraft or other artificial contrivance capable of being used as a means of transportation that does not exceed 200' in length. "Vessel" includes any trailer used for the transportation of watercraft.

53. USER: Shall mean the owner of a vessel or the operator who has control of the vessel if other than the owner. It shall also mean the owner or the owner's agents, employees, contractors or any other persons associated with a respective vessel in the boatyard. It shall also mean any person(s) or entity(s) using Port facilities for an agreed purpose.

SECTION 3

Authority, Enforcement and Emergency Procedures

1. AUTHORITY TO ADMINISTER

The Port of Ilwaco Commission authorizes the Port Manager to administer these regulations by written or verbal instruction.

2. COMPLIANCE WITH INSTRUCTION OF PORT MANAGER

All vessel owners, operators and users entering and/or utilizing the marina, boatyard and marina district shall promptly comply with all directions or instruction issued or given by the Port Manager, or other authorized person, with respect to their vessels or otherwise. Noncompliance with such directions or instructions shall entitle the Port Manager or other authorized person to require immediate action, including removal of the vessel or other personal property from the marina, boatyard or marina district.

3. USE DENIED

Vessel owners and operators are cautioned that the Port reserves the right to deny use of the port facilities for moorage or any other purposes to those persons who fail to comply with the regulations and procedures contained herein, or who fail to pay charges and fees promptly when due. To enforce this right, the Port may impound the vessel by securing the vessel or property on land or in the water, including chaining it to the docks, until in full compliance.

Marina users who violate these regulations may have marina usage rights revoked, which may include moorage agreement cancellation, penalty charges, removal and/or impoundment, and/or sale of their personal property.

4. ENFORCEMENT

The Port Manager or their assigned subordinates may require persons violating these regulations to leave the Marina or other Port property, and obtain assistance of law enforcement officers to preserve the peace, protect individual health and safety, or to protect property.

5. RELOCATION OF SEIZED VESSELS

Seized vessels that pose a threat to the Marina's environment or physical property may be relocated. All charges for the relocation, and applicable moorage/storage fees will be assessed against the vessel and/or its owner(s).

6. APPLICABLE STATUTES

All Port, Municipal, County, State, and Federal regulations and laws, and generally accepted safety standards and requirements apply to users of the marina, work yard, storage yard and marina district.

7. EMERGENCY AUTHORITY

In the event the vessel moored in a berth, or a vessel in an adjacent berth, in the sole judgment of the Port, is subject to loss, destruction, or damage from any cause, the Port may, but is not required to, carry out any procedures which the Port deems reasonable to endeavor to prevent any such loss, destruction or damage.

8. EMERGENCY PUMP-OUT

When a vessel moored to Port facilities is in imminent danger of sinking due to water in the vessel, the Port, at its sole discretion, may provide an emergency pump-out service to protect its facilities from contemplated damages caused by a vessel sinking, provided such service may be reasonably accomplished without any violation of a statute or regulation.

This pump-out service shall be for the user's account and said user shall hold the Port harmless from all such costs or expenses so incurred. The user shall also hold the Port harmless, if, as a result of providing pump-out service, some environmental degradation should occur.

Vessel Pump Out Fees: Subject to Washington State Sales Tax – See current fees and rate schedule.

9. NOTIFICATION

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

SECTION 4 Marina Uses & Rules

1. ANCHORAGE

All vessels are prohibited from anchoring within the boundaries of the Marina.

2. BERTH MAINTENANCE

- a) User shall keep the rented berth neat and clean at all times.
- b) User shall not pump or discharge waste, petroleum products, garbage or other pollutants into the waters of the Marina.
- c) User shall at all times comply with Federal, State, Pacific County and City of Ilwaco laws, ordinances and regulations.
- d) User shall be billed time and equipment charges in addition to the cost of disposal of any materials the Port deems necessary to maintain berth in good workman like manner.

3. BOAT LAUNCH RAMP/SERVICE FLOAT

- a) Boat launch ramp users must display a receipt for payment of all launch fees as outlined in this Tariff.
- b) The Floats adjacent to the small boat launch ramp are for loading and unloading only.
- c) Extended tie-up and overnight moorage is prohibited.
- d) With prior approval from the Port Manager, commercial vessels may use the boat ramp for short periods of time.
- e) Commercial fishing vessels using the ramp for launching and hauling out must comply with applicable charges and wharfage.

4. DOCK STEPS

Dock steps shall be allowed under the following conditions:

- a) Dock steps may not impede the free movement of pedestrians on the floats.
- b) Dock step shall not be used as storage unit.
- c) Dock step shall not be attached to the pier.
- d) Tenant shall be encouraged to remove dock step when not in use.

5. FISHING/CRABBING WITHIN THE MARINA

Fishing and crabbing are NOT allowed.

6. AUTHORIZED PERSONS

Public access to Marina floats is limited to dawn to dusk. Moorage tenants and their guests are excluded from this regulation. The port reserves the right to revoke access to unruly or disruptive visitors and take necessary action to accomplish the same. Between the hours of 8 p.m. to 6 a.m., only those persons who are owners or operators of vessels or aircraft located on Port property, or the guests of such owners, shall be permitted in the work yard, storage yard, and airport areas.

Children are to be accompanied by adult(s). Children under twelve (12) years of age are not permitted on piers within the Port's marina unless accompanied by a parent or other responsible adult. Children under 5 years of age are required to wear a life jacket on the piers within the Port's marinas and be under physical control of a responsible adult.

7. HOUSEKEEPING

Housekeeping and commercial overnight stays aboard vessels moored in the Marina is permitted on a limited basis only with the prior authorization of the Port Manager. The Moorage Agreement outlines specific conditions.

8. MARINE SANITATION DEVICES

All marine sanitation devices requiring a pump out shall be emptied at the designated discharge facility or be pumped out by a licensed contractor. No marine sanitation device such as, but not limited to, port-a-potties, shall be emptied in any toilet, or restroom facility of the Marina. Port of Ilwaco Marina is a zero discharge zone. As such, it is illegal to discharge treated or untreated sewage into marina waters

and may result in immediate termination of Marina moorage agreement.

9. MOORING LINES

Tenant shall provide adequate mooring lines. If Marina personnel deem these lines inadequate, they may supplement or replace lines. The tenant will be charged for said lines and a reasonable installation charge.

10. NORMAL UPKEEP

Vessel owners are permitted to perform normal upkeep on their vessels while moored at the Marina, as allowed by federal, state and local laws. Any necessary permits are the responsibility of the user.

11. PETS KEPT ON LEASH

Pets shall be leashed at all times when on any and all Port property. No pet shall be tied to any part of the dock, power stanchion, etc. Owners are responsible for cleaning up after their pet. Failure to clean up after your pet is a fineable offense. See section 1, subsection 17.

12. SKIFFS

Skiffs, dinghies, inflatable rafts and other similar craft in the fairways shall yield to larger craft. All such craft will be kept on the owner's vessel or in the owner's slip not to impede the adjacent slip and not in a slip with another vessel, and is subject to Port charges.

- a) Using another slip at any time for any non-emergency reasons is not permitted.
- b) All Skiffs to be moored in the Marina boat basin must be registered at the Port office.
- c) Skiffs 15 feet and under will be charged \$10 per day and must be moored in assigned areas only.
- d) Owners are responsible for their skiffs or dinghies.
- e) Pump out policies and fees stated in the Port of Ilwaco Tariff will apply.

13. TIE-UP

Berths may be occupied by one or more vessels; however, each vessel shall be tied alongside the finger float. Double berthing or rafting of vessels will not be permitted unless specifically authorized by the Port Manager.

14. TRANSITING IN THE MARINA

The Port defines all water areas in the Marina as narrow channels as defined by the U.S. Inland Rules of the Road. Therefore, a sailboat or any other vessel does not have the right-of-way over another vessel based solely on its method of propulsion. The movement of vessels within the moorage area (between piers) may be for the purpose of mooring, entering, or leaving a slip only, or fueling at the fuel dock. The Marina is designated a "No-Wake Zone".

15. UNDERWATER ACTIVITY

Swimming, scuba diving, skin diving, snorkeling and related activities are not allowed from or near to properties owned, managed or otherwise controlled by the Port of Ilwaco, except when such activities are required for vessel maintenance. Marker flags are required at the location of such underwater maintenance activity.

16. USE OF FLOAT

Use of a float is in common with others and user shall not place equipment, structures, or other items on the float, unless otherwise authorized in writing, nor shall user alter, add to, damage, or otherwise disturb the float structure. Tenant shall be responsible for removal and repair costs resulting from unauthorized installations. Crab pots or gear left on the docks and not removed by owner, may be charged a clean up fee if Port staff has to remove, disposal fees may apply.

Float Restrictions:

- a) The dock facilities at the Port of Ilwaco's marinas were designed and constructed for use with certain limitations, including physical limitations such as weight, length, and draft of vessels; vessel tie-up limitations and requirements; and tidal restrictions. In all cases, the operator, as well as the owner, of the vessel assumes full responsibility for the safety and physical integrity of the vessel, its passengers, the dock, and other vessels and persons using the dock.
- b) In consideration of these limitations, the following rules shall apply:
 1. Powering up vessels (engaged in gear) while tied to docks shall be prohibited.
 2. When docking, vessel operators should take all reasonable measures to avoid abrupt impacts to dock facilities.
 3. Vessels are not to be operated in a manner that creates wakes along the dock.
 4. Vessel mooring lines are to be attached to cleats or rings and excessive loads to individual cleats should be avoided.
- c) Notwithstanding the above use restrictions, the operator of each vessel is expected to know the draft and capabilities of his or her vessel, and is entirely responsible for the safety of the vessel and the safe loading and unloading of crew and/or passengers during all tides and weather conditions.

17. VESSEL REGISTRATION/NUMBERING

Every vessel entering or berthed at the Port of Ilwaco marina shall be currently registered and numbered or documented, as provided by state or federal regulations or by international treaty.

The owners or operators of vessels entering the marina of the Port of Ilwaco shall furnish all documents relating to the vessel and the ownership thereof, upon request by the Port Manager. The Port Manager shall have the authority, but not the obligation, to obtain vessel registration information from state or federal authorities at any time.

18. VESSEL IDENTIFICATION

- a) All vessels entering the harbors or marinas shall have valid identification permanently affixed to the hull and clearly visible from the outside.
- b) Either a valid state registration number or a current documented name of vessel shall be displayed on hull.
- c) Failure to meet the above requirements may be cause for refusal of moorage by the Port.

19. SEAWORTHINESS AND OPERABILITY

Vessels moored in the Port marina shall be operable and maintained in a seaworthy condition and be of a design suitable for operation on the waters of the Columbia River and/or the Pacific Ocean in a typical range of seas. Vessels which do not meet Coast Guard vessel safety standards or could be hazardous to marina property or to other vessels may not be granted moorage, and may be denied permission to remain in the Port Area. "Operable" and "Seaworthy" shall be further defined and regulated as follows:

- a) "*Operable*" means capable of safely maneuvering under its own power from the mooring to another port of call and back to its mooring. In cases where a vessel does not appear to have left its mooring for a long period of time and the question of operability arises, the Port may require a demonstration of the vessel's operability. At least thirty (30) days advance written notice must be given to the vessel's owner for such a request. Such notice shall be by Certified Mail. In the cases where a vessel is found to be inoperable, the owner shall have ninety (90) days to effect repairs. If after ninety (90) days the boat is still inoperable, the mooring will be forfeited to the Port of Ilwaco. An extension of up to an additional ninety (90) days to complete repairs may be granted if the vessel owner has, in the sole opinion of the Port Manager or designee, made substantial progress toward completion of repairs. If the vessel is removed from the water to effect repairs, regular credit system policies will apply. This section is not intended to apply to any brief period of repair common to most vessels. The Port may repeat this request to test operability as needed.
- b) "*Seaworthy*" shall mean that the vessel's hull, keel, decking, cabin and mast are structurally sound. If a dispute over the seaworthiness of a vessel arises, the opinion of a certified independent marine surveyor may be obtained at owner's expense. If a determination is made that a vessel is not seaworthy, ninety (90) days shall be granted to repair the vessel. If after ninety (90) days the vessel is still not determined to be seaworthy, the mooring of said vessel shall be forfeited to the Port of Ilwaco. An extension of up to an additional ninety (90) days to complete repairs may be granted if the vessel owner has, in the sole opinion of the Port Manager or designee, made substantial progress toward completion of repairs. In cases where determination of operability, design and/or seaworthiness is in dispute, the Port Manager's decision will be final.

20. MANEUVERING AND NAVIGATING IN THE MARINA

The Port of Ilwaco's marina is a small boat harbor. The maneuvering of vessels within this harbor poses safety and operational concerns. The vessel owner assumes Responsibility for loss or damage to property or personal injury while visiting or using Port facilities.

- a) The movement of vessels within the moorage area (between piers) shall be for the purpose of mooring, entering or leaving, a slip only. Among other things, no random sailing or cruising by vessels will be permitted except for hand powered vessels under 20'. All boaters will comply with Coast Guard Rules of the Road.
- b) Within harbors, vessel operators will control their speed so as not to leave a wake and will be held responsible for any wake damage.
- c) Advance contact shall be made with the Port before vessels over 75 feet enter the harbor.
- d) Tidal conditions will limit the times when deep draft vessels can enter or exit the harbor. It shall be the vessel owner's responsibility to determine the best time (based on tides) to enter or exit the marina and to contact the Port for draft limitations prior to entry. Should the vessel become grounded within the harbor the owners shall take immediate action to resolve the situation. Owner shall immediately notify the Port of such occurrence, and whether there is any potential for spills.

- e) Weather conditions, specifically high winds may impact a vessel while entering or exiting the harbor. Large vessel traffic throughout the harbor is not recommended at times when the wind speed is greater than 20 MPH.
- f) Given the limitations listed above, some vessels may be required to utilize an assist vessel to help while maneuvering within the harbor. It is the vessel owner's responsibility to contract for and coordinate such assistance.

21. STORAGE ON PIERS – ABANDONED PROPERTY

- a) No storage is permitted on piers or fingers.
- b) All vessel owners, operators, crew or guests using the Port area or its facilities for moorage or otherwise shall keep their vessel, and the pier or finger vicinity of his vessel neat, clean, orderly and shipshape.
- c) Any objects left on the docks or in the land areas of the Port in violation of the regulations will be removed by the Port and placed in storage. To recover these goods, a \$65.00 service charge in addition to storage charges shall be paid in full. After six (6) months, the goods will become property of the Port and the use or disposal will be determined by the Port.

22. LIVE-ABOARD STATUS, RULES AND REGULATIONS

a) Applications and permits

1. Any person wishing to live aboard a vessel in the Port's marina shall first apply for, and obtain, a Live-Aboard Permit, approved by the Port Commission or designee, and issued by the Port Office.
2. Once issued, Live-Aboard Permits must be posted in a conspicuously visible location on the vessel.
3. After having obtained a Live-Aboard Permit under subsection "A", above, the tenant shall be obligated to reapply for a Live-Aboard Permit each successive January.
4. Renting of live-aboard vessels prohibited.
5. Live-Aboards must own the live-aboard vessel. Renting vessels to people seeking live-aboard status shall be prohibited. Non-approved person(s) living on the vessel are not permitted without prior written approval from the Port Manager.

b) Seaworthiness – Equipment – Pump-out use

1. All live-aboard vessels shall be capable of leaving the Marina under their own power (see subsection 19 of this section).
2. All live-aboard vessels shall meet U.S.C.G. requirements for Recreational Boats.
3. If needed, the Port shall determine if a vessel is properly equipped (e.g., Marine Sanitation Device, Fire Extinguisher) to be eligible for live-aboard status.
4. Owners of live-aboard vessels shall provide proof of sufficient use of pump-out facilities or pump-out service.

c) Monthly fee

The owners of live-aboard vessels will be charged a monthly fee as adopted by the Port Commission as well as an established monthly fee for electricity. See fee and rate schedule.

d) Compliance with other rules, regulations and procedures

Owners of live-aboard vessels shall comply with all other applicable provisions of these Port Rules.

23. SUMMER RESERVATIONS

The Port may provide a reservation system for transient summer moorage. It will be based on a first come first served basis. Summer reservations can only be made on or after March 1st for the remainder of the year. A slip will not be reserved until all necessary documentation is completed, satisfactory evidence of satisfactory vessel liability insurance is provided and when advance payment is made. Payments are non-refundable however payments may be applied to Port services only if a cancellation is made more than 7 days in advance, less a \$10 cancellation fee. The unused portion of the payment generates a non-refundable credit that expires 24 months after the payment was first received. After which time, the customer shall forfeit the credit and the Port shall charge a 24-month handling fee no less than the credit amount issued. At no time will the handling fee exceed the credit issued. The Port Manager, upon written request from the customer, may review any extenuating circumstances for full or partial refund and his/her decision shall be final.

24. SUBLEASING

Subletting of vessel berths is prohibited. The slip lessee shall not assign, transfer or sublet his/her berth. Use of the designated berth is personal to lessee and the designated vessel. A person purchasing the vessel or other interest therein from owner will not thereby acquire any rights to the assigned berth. The slip lessee shall be allowed to substitute another vessel, only if the substitute vessel is also owned by the slip lessee, and only upon notification to and approval by the Port. Vessels not owned by the slip lessee and/or approved by the Port in the designated berth shall be charged applicable transient moorage rates.

25. VEHICLES ON FLOATS, ETC.

Motorcycles, bicycles, skateboards, or any other vehicles shall not be ridden, operated or parked on floats, ramps or docks. Provided, that this paragraph shall not apply to wheelchairs or fish carts being used for proper purposes.

26. FUELING VESSELS

Fueling of vessels is not permitted in the marina with the exception of the commercial fuel dock. No fuel containers, other than portable approved marine fuel tanks certified under EPA CFR 40, are permitted on the docks or around marina waters. A fine of up to \$250 and/or cancellation of Port services may apply, with discretion given to the Port Manager, if found in violation.

27. INDEMNIFICATION AND INSURANCE

All users of the marina and facilities operated by the Port of Ilwaco, including without limitation, nightly guests, monthly guests and regular moorage users, shall indemnify and hold the Port of Ilwaco, its employees, officials, and agents harmless from all damage to property and injury or death to persons that results, directly or indirectly, from user's use and/or occupancy of the Port property. This indemnification shall not apply to damage caused by the sole negligence of the Port but shall be enforceable to the maximum extent permitted by law. This indemnification provision shall supplement any other agreements that user has with the Port.

All persons who berth a vessel in a marina operated by the Port of Ilwaco, even on a temporary basis, shall maintain insurance in force and good standing on the vessel. Monthly guest and regular moorage users shall carry Protection and Indemnity (watercraft liability) coverage with limits of at least Three Hundred Thousand Dollars (\$300,000) per occurrence. For all vessels engaged in charter, foot ferry, tour, launch, shuttle services, or similar activities where the general public is invited to Port facilities, the required minimum amount of coverage shall be Three Hundred Thousand Dollars (\$300,000) per occurrence (higher limits are encouraged). As a condition of using Port of Ilwaco facilities, users shall have insurance information available for inspection upon request by Port staff. Port Staff shall have the right, but not the obligation, to request such evidence of insurance. Failure to have such documentation may be grounds for termination of any berthage privileges.

28. RESPONSIBILITY

The Port will not be responsible for special requests concerning the well-being and maintenance of any objects stored/moored at Port facilities (e.g., bilge pumps, heaters, lights, lines etcetera).

29. OVERSIZE VESSELS

The maximum overage will be 2' over the slip size unless specifically permitted by the Port Manager.

30. WASTEWATER

- a) Discharge of waste or other contaminated material from vessels in the Marinas is strictly prohibited. Vessels that discharge contaminated waste, particularly raw sewage, shall be subject to revocation of their moorage privileges and forfeiture of their assigned slip.
- b) The Port provides a pump-out unit in front of the Port office.
- c) All vessels being hauled out must pump-out all black and gray water tanks prior to being lifted. Established Port rates shall be applied.
- d) Vessel owners with vessels having holding tank capacities in excess of 500 gallons shall contract with a licensed bonded private septage hauler to pump tanks, after obtaining permission from the Port.
- e) Care must be taken to prevent accidental spillage during pump-out operation. The Vessel owner shall be responsible for all costs associated with clean up should a spill occur.

31. BEST MANAGEMENT PRACTICES IMPLEMENTATION

All tenants and users of the Port's FACILITIES shall comply with the Port's Marina Best Management Practices (BMP's) as set forth in Appendix "A".

SECTION 5

Moorage and Marina Services or Charges, Discounts & Terms of Payment

1. QUALIFICATIONS FOR MOORAGE RENTAL

The rental of a berth will be approved only if the user moors his/her vessel in the assigned berth. The Port reserves the right to shorten, cancel and/or not extend permanent single vessel moorage assignments if the moorage facility has not been appropriately utilized in the Port's judgment, or the user has violated any of the covenants of the moorage agreement.

2. CHARGES & TERMS OF PAYMENT

Berthage charges are:

- a) Long Term/Permanent Moorage -- rental on a twelve-month basis, the fee is payable on presentation of invoice in advance of the first day of the first month together with any other required documentation, such as verification of liability insurance, licensing documentation or any other updated agreements or records.
- b) Transient Moorage -- short-term transient or long-term transient charges per day, month or multi-month payable in advance. No pro-ration of charges shall apply unless approved by the Port Manager.

3. TRANSIENT REGISTRATION & MOORAGE FEES

- a) Registration: Transient vessel operators must register their vessels with the Port immediately upon arrival. A Transient Registration Envelope will be provided as proof of registration. If arrival is outside of office hours, registration envelopes and instructions are available at the Port's office door.
- b) Assignments: Transient berths, when available, will be rented at the discretion of the Port. Berth assignments will be made by the Port in its sole judgment and may be changed as the Port determines.
- c) Payment in Advance: Transient rates must be paid in advance. Transient fees for those vessels not registering on arrival may be subject to an additional \$25 per day penalty.
- d) Extended Term Payment Option: An owner of a vessel operating out of the Port for a period of over 30 days may request, a monthly billing of days in Port (daily rate), upon approval of the Port Manager or designee. An additional \$10 processing fee per month shall apply. Fees and charges will be billed monthly and are due upon invoice.
- e) Contact Information: Owner/operator of vessel shall provide to the Port current and valid documentation and/or registration information, current owner and operator's name, residence and mailing address, telephone, cell phone and emergency numbers. If the registering person is an operator, owner authorization for moorage and other charges must be made available upon request of the Port.
- f) Permission: Registration shall constitute permission for the Port to move the vessel for such purposes as permitted under this Tariff.
- g) Check-Out: Transient moorage checkout is 12:00 NOON daily. Vessels remaining after checkout time may be charged an additional day's moorage unless otherwise authorized by Port Manager or designee.
- h) Minimum Moorage Charge: Any vessel using Port facilities to park said vessel shall be charged one day of moorage, and must register with the office on arrival. (Additional 12.84% State Leasehold Tax may apply). See fee and rate schedule.

Transient Monthly Moorage must be requested by the customer. Fees are based upon the vessel LOA or berth length, whichever is greater, and must be paid in advance, unless an EXTENDED TERM PAYMENT OPTION is approved by the Port. Customers may choose monthly moorage at any point, no credit for daily moorage will be applied, nor will moorage be prorated.

4. CONTRACTUAL RELATIONSHIP

The Port does not accept any vessel, tackle, gear, equipment or property for storage and shall not be held liable in any manner for the safekeeping or condition of the same, and is not responsible therefore as a warehouseman. The Port shall not be held responsible or liable for any damage or loss to, or of said vessel, tackle, gear, equipment or property either upon said vessel or upon premises of the Port, from any cause whatever, or for injury to the user or invitees occasioned by any cause, upon the Port premises or adjacent thereto. By use of Port facilities the vessel owner/operator accepts the condition of the Port facilities as is, and by continuing to moor at Port facilities, the vessel owner/operator accepts the Port facilities as its conditions change.

5. LONG TERM MOORAGE REGISTRATION AND RATES

Long Term Moorage Agreements shall be for the 12-month period commencing on the first day when all of the following conditions are met:

- a) Moorage Agreement is completed.
- b) Proof of satisfactory liability insurance is provided.
- c) Full payment is received.
- d) A berth has been assigned by the Port.

Marina moorage rates shall be adjusted each year in February, effective March 1st and increased by a minimum of 1.50%. The Commission will take into consideration the Federal Consumer Price Index (CPI), however shall not be bound to use its rate for additional adjustment. From time to time, the Port may review its rate structure as compared to moorage facilities in the region, as a basis for adjustment. Rates are rounded to the closest whole cent.

The fees described in the fee and rate schedule change annually, effective March 1st, and will be calculated by multiplying the berth length or vessel LOA, whichever is greater, times the appropriate unit fee to produce the moorage fee. See fee and rate schedule.

6. SLIP ASSIGNMENT FOR LONG TERM MOORAGE HOLDERS

It is Port policy to recognize the commitment of all Long-Term moorage holders by providing Long Term moorage holders in good standing, the same berth assignment each year. This priority is given only as long as the account is current and the vessel is appropriate to berth size. Long Term moorage must be continuous from year to year with no lapse in payment.

7. OPTIONAL PAYMENT PLAN

Upon approval of the Port Manager, or designee, a current long-term moorage customer with an account in good standing after 12 consecutive months, may be allowed to pay four equal, consecutive monthly payments for long term moorage. Each payment shall be 25% of the combined Long-Term moorage fee and Leasehold Tax and shall be due no later than the first day of the month of the agreement and the first day of each of the three consecutive following months. Other payment plans may be allowed, on a case by case basis, with approval of the Port Manager or designee. A service fee of \$10 will be applied to each installment payment regardless of the frequency.

Delinquency of more than 10 calendar days of any approved optional payment plan shall be cause for default. Default may be cause to terminate the Moorage Agreement, recalculation of the moorage fee based upon the monthly transient rates and forfeiture of the berth assignment. If a waiting list exists for that berth assignment it will be given to the next qualified customer.

8. ALTERNATE VESSEL

Users with Long Term Moorage Agreements or Transient Moorage may use of their assigned berth for another vessel under the same ownership as their primarily assigned vessel, provided:

- a) The Marina Office shall be advised, at least 24 hours in advance, that an alternate vessel is to be in the assigned berth; and provide at that time appropriate vessel registration, vessel identification, insurance, owner contact information and length of stay; and
- b) The alternate vessel shall be the only vessel in the assigned berth.
- c) The primary vessel shall not be relocated to other Port controlled moorage or storage in the Marina, unless approval and payments are made.
- d) Should the alternate vessel be larger than the moorage length of the vessel/berth listed in the Long-Term Moorage Agreement, additional fees shall apply.
- e) Alternate vessels not registered in with the Marina Office at least 24 hours in advance will be charged transient daily moorage and applicable penalties will apply.

9. EARLY TERMINATION

Early termination of a Long-Term Moorage Agreement, if requested by the berth renter, shall be granted provided an adjusted moorage fee is paid. The requested date of termination may not precede the date the request is filed. Such adjusted moorage fee shall be computed as follows:

The number of effective months of the annual moorage agreement, commencing the first day of the first month of the annual moorage agreement, of the year under consideration, shall be multiplied by the monthly transient rates that would be applicable to that size of slip, to the requested date of termination. If the total of monthly fees resulting from this computation is greater than the annual fee, there will be no credit issued. If the total of monthly fees is less than the annual fee, the berth renter will be entitled to a refund of the difference, if any, between the computed early termination fee and any fee actually paid, less \$25.00 processing fee.

10. VESSEL LENGTH LIMITS

The Port reserves the right to limit the size of the vessels using the berths.

11. BOAT LAUNCH RAMP

- a. Charge for ramp use is \$10.00 per round trip payable as posted.
- b. A \$25.00 penalty, per offense, will be assessed on persons failing to pay the required \$10.00 fee and properly displaying receipt in the vehicle windshield.
- c. An Annual Launch Ramp Pass is available at the Marina Office. See the fee and rate schedule. Long Term moorage holders will be issued a single Launch Ramp Pass per year for their use free upon request. The annual pass is valid for the calendar year in which issued and is not prorated and applies to a single vessel ID.

12. BOAT TRAILER PARKING FEE

Fees are payable in advance -- \$11 per month for all Port users. Moorage customers shall be given priority over non-moorage customers. A daily fee of \$2.00 applies if not paying monthly. Non-boat trailers are allowed only upon approval of the Port Manager. Trailers with loaded vessels shall only be allowed upon approval of the Port Manager – an additional \$20 fee per day may apply with a vessel on

the trailer. Any trailers parked without pre-payment shall be assessed an additional \$2.00 charge for each day unpaid. Boat trailers should have a current license plate affixed to them for identification.

13. SHORE POWER HOOK-UP

- a) To protect Marina systems, shore-tie electrical cables must be kept in good repair. If in the Port's judgment a cable is inadequate, it must be replaced.
- b) The minimum specifications for shore power cables for basic electrical service in the Marina is S.O. marine grade cable No. 10 with three (3) conductors.
- c) Repair costs for damage resulting from the use of inadequate cables will be billed to the vessel owner.

14. RATES -- ELECTRICAL ENERGY

- a) Basic Shore Power. Basic shore power is 30A, 120V. Use of shore power is at the option of the tenant. Other optional electrical services can be provided on certain floats at an extra cost. The charges are for one outlet only. Additional outlets require additional payment and are subject to prior written permission by the Marina staff.

- b) Basic Shore Power – Non-Metered Slips – Long Term Moorage Holders

AMPERAGE VOLTAGE PHASE DOLLARS

20/30 amp 110 volt: charges included with permanent moorage

50 amp and/or 220: to be determined on a case by case basis; minimum \$50 additional annual charge to permanent moorage.

- c) Basic Shore Power - Transient

METERED SLIPS – LONG TERM MOORAGE

Basic monthly fee \$10.00 per month, plus metered usage.

Meters will be read each month. Charges will be assessed based on actual usage times the rate per kilowatt-hour charged by the PUD for that month.

15. USE OF POWER CORDS

- a) The Port does not guarantee continuity of electrical service to a vessel, nor the characteristics or compatibility with the vessels internal systems.
- b) Any damage caused by misuse or negligence by the tenant will be repaired by the Port and repair costs charged to the tenant.
- c) All shore power cords connected to any Port electrical outlet must be an exterior grade cord and must have an AMP capacity rating which matches or exceeds the rating of the outlets. Also, these cords must have weather proof boots on the ends.
- d) All shore power cords connected to any Port electrical outlet shall be secured between the vessel and outlet in such a manner as to prevent creating a hazard (i.e. tripping), and to prevent cord from hanging in the water.

16. EMERGENCY SURCHARGE

In the event the Public Utility District No. 2 of Pacific County imposes higher rates for the electrical energy supplied to the moorage, the Port of Ilwaco reserves the right to adjust the schedule of charges for such rate increase without notice.

17. WATER SERVICE

- a) Water service is provided at several locations on all floats.
- b) All water lines on all floats will be turned off and drained during freezing temperatures. When the temperature is above freezing, the water service may be reinstated, if possible. The Port does not guarantee uninterrupted water service.
- c) Faucets shall be shut off, with no drips, when a hose is not in use. Hoses shall be fitted with a nozzle for water conservation when in use unless the hose is being used to fill freshwater holding tanks on a vessel, which shall be the responsibility of the tenant to monitor. Tenants using Port water in a negligible manner may be subject to a fee, as determined by the Port Manager, to cover the costs of the water. Water leaks of any nature must be reported immediately to the Port office or a Port employee.

18. LEASEHOLD EXCISE TAX

In addition to paying rents, fees and/or other charges as herein provided, Tenant and Marina Users shall pay to the Port, as applicable, the Leasehold Excise Tax as required by the Revised Code of Washington (RCW) 82.29A, or as the same may be amended.

19. MISCELLANEOUS EQUIPMENT FEE

The repair and/or replacement of equipment damaged by Tenant (including but not limited to; cleats, floats, piling, electrical pedestals, electrical outlets) will be billed the cost of materials plus the applicable labor rate.

20. NON-SUFFICIENT FUNDS

A \$40.00 fee shall be charged on returned check payments and electronic payments declined by the bank for reason of non-sufficient funds.

21. PENALTY FEE

Vessels that stay longer than their paid reserved slip assignment without contacting the marina office, by making arrangements and payment, may be subject to a penalty of \$25.00 per day, in addition to the applicable transient rate for the slip.

22. REINSTATEMENT FEE FOR LONG TERM MOORAGE

Long Term Tenants' who have been cancelled due to non-payment and have been reverted to a transient tenant, upon request, will be granted a re-instatement of Long Term tenant status provided Long Term moorage and a re-instatement fee of \$100 for administrative fees is paid in full at the time of the request.

23. PORT LABOR RATE

See fee and rate schedule.

24. PORT EQUIPMENT SERVICES

See fee and rate schedule.

25. INTEREST CHARGES

Interest charges, invoice and/or other fee balances remaining unpaid 30 days after the invoice date will be considered delinquent. Interest at the rate of one and one-half percent (1.5%) per month (18% per annum) or a minimum of \$10.00, whichever is greater, will be charged on all delinquent balances.

SECTION 6

Collection of Marina Charges

Pursuant to RCW 53.08.320

1. IMPOUNDING PROCEDURE

The Port's Manager and/or his assigned subordinates are authorized to take reasonable measures, including the use of chains, ropes and locks, or removal from the water, to secure vessels within the moorage facility so that the vessels are in the possession and control of the Port and cannot be removed from the moorage facility. The Port may inventory and remove items of value from impounded vessels to secure those items from theft. These procedures may be used if any 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 certified 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 Port need not give such notice prior to securing the vessel. At the time of securing the vessel, an authorized Port employee shall attach to the vessel a readily visible notice. The notice shall be of a reasonable size and shall contain the following information:

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

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

2. EMERGENCY PROCEDURES

The Port's Manager and/or his assigned subordinates at their discretion are authorized to move moored vessels ashore for storage within properties under the Port'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 Port for the costs of these procedures, the Port may seek reimbursement of ninety percent (90%) of all reasonable and auditable costs from the derelict vessel removal account established in RCW 79.100.100.

3. REGAINING POSSESSION BY OWNER

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 Port for Port charges may regain possession of the vessel by:

- a. Making satisfactory arrangements with the Port for the immediate removal of the vessel from the moorage facility or for authorized moorage; and
- b. Making payment to the Port of all Port charges, or by posting with the Port a sufficient cash bond or other security acceptable to the Port, to be held in trust by the Port pending written agreement of the parties with respect to payment by the vessel owner of the amount owing, or pending resolution of the matter of the Port charges in a civil action in a court of competent jurisdiction. After entry of judgment, including any appeals, in a court of competent jurisdiction, or after the parties reach agreement with respect to payment, the trust shall terminate and the Port shall receive 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.

4. ABANDONED VESSELS

If a vessel has been secured by the Port under subsection 1 of this section is not released to the owner under the bonding provisions of this section within ninety (90) 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. SALE OF ABANDONED VESSELS

If a vessel moored or stored at a moorage facility is abandoned, the Port has the authority to authorize, by resolution, the public sale of the vessel by authorized personnel to the highest and best bidder for cash as follows:

- a) Before the vessel is sold, the owner of the vessel shall be given at least twenty 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 the 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 any reasonable description of the vessel to be sold. The Port may bid all or part of its Port charges at the sale and may become a purchaser at the sale.
- b) Before the vessel is sold, any person seeking to redeem an impounded vessel under this section may commence a lawsuit in the superior court for the county in which the vessel was impounded to contest the validity of the impoundment or the amount of the port charges owing. Such lawsuit must be commenced within ten 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) Proceeds derived from the sale of the vessel under this section shall first be applied to the payment of Port charges and fees identified below in subsection 6 of this section. 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 derelict vessel removal account established in RCW 79.100.100. If the sale is for a sum less than the applicable Port charges, the Port is entitled to assert a claim for 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 Port.

6. FEES

- a) Seizure of a vessel: All Port rates apply plus ten percent and any legal costs incurred.
- b) Custodial Care: Any Port labor involved in attending or showing the vessel up for auction.
- c) Vessel/Vehicle Removal: All Port rates apply plus any outside contractor or legal fees.
- d) Damage to Port Facilities: Time & materials costs to repair damage by a vessel, plus any legal fees.
- e) Processing Fee: Any vessel entering the seizure process shall be assessed a \$250 fee to cover additional management and clerical activities.

7. NOTICES

The rules authorized under this section shall be enforceable only if the Port has had its tariff containing such rules conspicuously posted at the Port office at all times.

SECTION 7 Commercial Activities Within the Marina

COMMERCIAL SEAFOOD ACTIVITIES

1. SALE OF SEAFOOD TO THE PUBLIC

Vessels with Port moorage agreements are granted the authority to sell their catch to the general public without a Port Seafood Landing Permit. Activities will be strictly limited to seafood sales only. Moorage holders will comply with all federal, state and local regulations governing this activity. No other commercial activity will be permitted. The facilities shall be maintained in a clean, sanitary condition at all times.

2. COMMERCIAL BUYING OF SEAFOOD

The Port of Ilwaco, at its sole discretion, may issue exclusive calendar year permits expiring December 31st, to use Port Facilities to receive commercial seafood purchases. Applicants must provide photocopy of valid Washington State Department of Fisheries and City of Ilwaco permits required for the proposed activity together with the required yearly fee, in cash, at the time of application. Such fee shall be refunded in full if the permit is not granted.

3. CALENDAR YEAR FEE

\$300.00 (applies to any portion of the year). Permit holder will comply with all federal, state and local regulations governing this activity. No other commercial activities will be permitted. The facilities shall be maintained in a clean, sanitary condition at all times. Failure to comply with the condition of the issued permit will result in revocation of such use permit. An existing upland Port tenant is not required to pay the calendar year fee for a permit.

4. WHARFAGE

Wharfage of \$5 per ton shall be charged for any user of the Port facilities who is not an upland Port tenant or delivering seafood to an upland Port tenant. Wharfage fees are due by the 10th of each month and payment shall include a copy of the species and pounds delivered for each day of delivery. Failure to make a timely payment and report may result in loss of Port privileges and services.

SECTION 8

Upland Support Facilities & Airport Rules and Regulations

1. BOAT TRAILER STORAGE

Parking of boat trailers and/or vehicles on Port property will be in designated areas only and subject to payment of prescribed fees in advance of usage.

- a) Unhitched trailers must be parked in the trailer storage area, not the day use parking area.
- b) Security for vessels, trailers, vehicles, equipment and gear shall be the owner's responsibility.
- c) The Port accepts no liability for lost, stolen or damaged vessels, trailers, vehicles, equipment or gear.

2. CAMPING

Camping and/or sleeping overnight upon Port District property is prohibited and shall be considered trespassing if in violation of the Tariff. Camping and/or sleeping overnight on Port District property shall be permitted under the following uses:

- A.) Vessels lawfully moored within the Marina boat basin (see Live-Aboard Section.);
- B.) Recreational vehicle parks, or other living accommodations in permanent buildings upon Port District property, where specifically authorized by a lease with the Port, such as a hotel;
- C.) Or upon authorization of the Port Manager for any reason, including an emergency or security purposes.

3. DRY LAND STORAGE

Property placed in dry land storage in designated Port Storage Areas will be charged at the prevailing Port lease rate. The Port is not responsible for damage or loss of stored property. Clean up fees will be charged for each man-hour at the established labor rate. Equipment charges are extra. Property illegally stored on Port land will be impounded and storage charges assessed at the prevailing rate. Delinquency in payment of charges due will result in public sale of said property as per Washington State Law.

4. GARBAGE/TRASH RECEPTION FACILITIES

Garbage reception facilities at the Port of Ilwaco are for the use of moorage holders only. Vessel generated garbage/trash shall be placed in containers at marked locations. Fishing gear such as ropes, nets or related fishing equipment or gear shed clean-up is not allowed in Port dumpster. Persons who violate these provisions shall be billed at the rate of \$250 per offense to cover disposal, and moorage agreements may be terminated.

- a) Port garbage/trash containers are only for the disposal of boat generated trash. Household and business wastes are not to be disposed in Port waste containers.
- b) Recycling: The Port of Ilwaco encourages all boaters to use the recycling facilities that are available on Port property.
- c) The Marina will not accept, nor will it be responsible for collection, storage or disposal of designated hazardous waste.
- d) No trash, oil, fuel, debris or other material, liquid or solid, shall be deposited in the water, or land areas of the Port of Ilwaco property or on any floats or piers.

- e) Used oil may be properly disposed of in designated oil recovery containers located on Port property.
- f) All leased properties shall provide or contract for their own garbage disposal. The Port may permit Lessees to use the Port's garbage containers, provided it is a seasonal business, for \$60 per month. The decision of the Port Manager with respect to whether to permit a Lessee to use the Port's garbage containers shall be final and may be revoked at any time.

5. OPERATION OF VEHICLES AT OR UPON THE PORT OF ILWACO AIRPORT AT ILWACO, WASHINGTON

- a) Consent of the Port of Ilwaco to the operation of any vehicles upon the Port of Ilwaco airport property at Ilwaco, Washington by any person is hereby conditioned upon the operation of such vehicle at speeds no greater than the following, at the following locations, and upon compliance with all other rules adopted herein:
 - 1. Access Road to Port of Ilwaco Airport: 15 miles per hour.
 - 2. No vehicles, other than emergency vehicles, shall be permitted to drive upon the runways at the Port of Ilwaco.
 - 3. All other Airport property (except runways): 5 miles per hour.
- b) Any person operating any vehicle upon Port District property in violation of the foregoing, at the above identified locations, does not have the consent of the Port of Ilwaco to operate such vehicle upon Port District Property and is hereby prohibited therefrom.
- c) The Port Manager shall cause appropriate speed limit signs and "No Driving" signs to be placed at various locations at the Airport so as to reasonable apprise persons operating vehicles thereon of the foregoing speed restrictions and prohibitions.

6. AIRPORT USER FEE DEFINED

User Fee charges for the use of the tie-down area at the Port of Ilwaco airport facility will be assessed to users at the option of the Port. Persons using area for periods in excess of fifteen (15) days must register with the Port authority.

7. PURCHASE AND SALE OF GOODS AND SERVICES

It is hereby declared that the purchase and/or sale of any goods or services, within the property owned by the Port District, without the express written permission of the Port Commission is illegal, and any person or entity who violates this paragraph is hereby declared to be trespassing upon the real property owned by the Port District and such violation shall be prosecuted according to law. Provided, however that the Port Commission may permit such purchases and sales on a case by case basis, and may establish license fees therefore, at the sole discretion of the Commissioners.

8. CRAB POT STORAGE

Crab pots may only be stored in designated areas on Port property. Staging crab pots for a short period; two months before and one month after the crabbing season, may be allowed for annual moorage customers or vessels delivering to upland Port tenants, upon space available, without charge, and upon approval of the Port Manager or designee. All equipment must be removed from the Port's parking areas by the April 15th of each year. Maintenance of crab pots in or on Port parking areas is prohibited. Upon removal of the pots all debris and material on the ground must be cleaned up and properly discarded. The Port reserves the right to charge fees to the owner if garbage is left behind.

An agreement must be signed to store pots on Port property other than during the staging periods. The rate for storage of crab pots before and/or after the staging period is \$65 per month for a 30' X 40' space, based upon availability (\$0.55 per square foot). Crab pots must be stacked on pallets with a maximum of 6 pots per pallet. If tarps are used, they must be secured and tidy or Port charges may apply to address them.

SECTION 9

Travelift, Storage & Work Yard

A. TRAVELIFT AND STORAGE

The Travel Lift, Storage and Work Yard Rules, Regulations and Procedures describe the rules governing use of the mobile travel lift to haul out vessels for repairs in the yard, inspections, temporary storage and re-blocking within the yard.

1. SCHEDULING HAUL-OUTS

- a) The Port offers the haul-out service on a pre-arranged basis. Scheduling is through the Yard office and may require lead times of up to three (3) weeks.
- b) At the time the haul-out reservation is made, the owner must provide vessel information including, but not limited to the following: proof of ownership (i.e., state registration, documentation papers, or notarized bill of sale); proof of liability insurance (\$300,000 minimum); dimensions; approximate weight; general condition; preferred service dates; current pictures of the vessel if unknown to the Port; and services required.

2. BOATYARD AGREEMENT REQUIRED

Prior to the haul-out, the vessel owner or his/her authorized representative is required to complete a "Boatyard Agreement" in a form acceptable to the Port and acknowledge the Port is not responsible for damage to the vessel occurring during haul-out or storage. The owner and all crew members who will be performing work on the vessel while it is in the yard shall comply with the Boatyard Best Management Practices Implementation, Appendix B of these Rules, Regulations and Procedures.

- a) Prior to haul-out the hoist operators will meet with the owner to inspect the vessel.
- b) The owner should provide any engineered drawings, sketches, photographs, etc. which will help in determining placement of straps and blocking.
- c) Bilge pumps shall be turned off prior to haul-out.

3. PREPARATION OF VESSEL PRIOR TO HAUL-OUT

- a) Prior to haul-out the vessel owner or representative is responsible to ensure that all gear and equipment in and on the vessel is secured against movement of the vessel during the haul-out.
- b) All equipment, vessel attachments and technical gear, including masts and stays, must be secured by the owner or representative, prior to the haul-out. The hoist operator may authorize equipment or attachments may be loosened or removed.

4. ROUND-TRIP HAUL-OUTS – SERVICES INCLUDED

A round trip haul-out includes the following services:

- a) A lift out of the water with blocking and the return trip into the water or onto a trailer.
- b) For an additional fee, the owner or representative will have use of the pressure sprayer after hauling out (see posted fee and rate schedule). All washing will be accomplished at an area designated by the Yard Manager. The owner is required to provide all tools and supplies (e.g., scrub brushes, scrapers, tools, etc.), for cleaning the bottom of the vessel. No use of detergents or chemicals is allowed.
- c) The Port will provide the materials and labor for blocking the vessel. Requests for non-standard blocking will be considered, though additional charges may apply.

5. RETURNING VESSELS TO THE WATER FOLLOWING BLOCKING

- a) After the vessel is lifted from the blocking, the vessel owner is permitted a brief interval to touch up "holidays" left by the cradle.
- b) The owner may provide cardboard, wax paper, or old carpet to place between straps and vessel's hull before the vessel is picked up.

6. INSPECTON HAUL-OUTS

- a) An inspection haul-out is a lift out of the water, with the vessel allowed to hang in the slings for a short interval before being returned to the water.
- b) An inspection haul-out may last up to four (4) hours (including haul-out), subject to availability, to permit vessel inspection.

7. ONE-WAY HAUL-OUTS

A one-way hoist is a lift of a vessel one time either in the yard for re-blocking or onto a trailer. If use of the pressure sprayer is requested, standard wash down fees shall apply.

8. MOVING AND RE-BLOCKING OF VESSELS IN YARD

Re-blocking of vessels either to a different location within the yard, or to rearrange the blocking to facilitate work requires advance reservations, and approval of the new blocking set up by the Port's hoist and yard supervisor. Additional charges may apply. See fee and rate schedule.

9. HAUL-OUT FEES AND CHARGES

- a) All haul-out charges must be paid in full at the end of each month. All haul-out charges must be paid before vessel is returned to water. See fee and rate schedule.
- b) Charges for the hoist are based on vessel's hull length.
- c) Vessels that require an immediate haul-out after placement in the water must pay re-block fees. Vessels that have been released from slings will use inspection procedures.
- d) Use of the travel lift for operations other than those set forth in this section, or where delays are encountered, will be charged according to fee and rate schedule.

10. HAUL-OUT CHARGES – CALCULATION OF TIME

- a) Charges for the lift commence at the time scheduled or when the Port operator is ready, whichever is later.

- b) Time of completion is when Port operator and travel lift or other Port equipment is no longer engaged in handling the vessel.

11. WEATHER-RELATED SUSPENSIONS

In high winds or other extreme weather conditions, all operations of the lift will be shut down until such time as the lift operator determines it safe to resume.

12. HAUL-OUT CANCELLATIONS – RESCHEDULING

Appointments may be canceled if the owner or representative is more than 15 minutes late. It is the owner or representative's responsibility to make a new appointment.

13. HAUL-OUT – OPERATIONAL LIMITS – SAFETY PRECAUTIONS

- a) If the operational limit of the hoist is reached before the vessel is all the way out of the water, the vessel will be immediately placed back in the water.
- b) If the load limit is reached and vessel must be placed back in the water, the owner will have the option of trying to remove enough weight from the vessel to fall within safe operational limits or go to another facility. Attempted lift fees will be applied.
- c) No one shall be on board vessel while the lift is moving to the blocking location.
- d) It shall be the sole responsibility of the owner or representative to consider the limitations and requirements of the hoist when modifying vessels (i.e., the addition of bait sheds, rolling chocks, stabilizers, transducers, etc. may preclude damage-free movement of the vessel during the return trip from the yard to the water).

The Port shall not be held responsible for damage due to strap placement. It shall be the owner's or representative's sole responsibility to inform the hoist operators of the location of shafts, props, transducers, knot meters, or any other fixtures that could be damaged by strap placement. The Port shall not be held responsible for damage caused to hard chines, bilge keels, rubbing strakes or similar projections from the hull, or underwater damage caused by improper location of slings.

14. PORT EMPLOYEES – LIMITATIONS ON AUTHORITY

Port employees shall not be authorized to perform any work on vessels other than that which is necessary to haul, block, and/or wash vessels.

15. WASH-DOWN FACILITY

In order to meet Federal water quality standards, the Port has installed vessel wash-down facilities to capture, contain and treat wash-down water. This facility is used to wash the growth from vessel bottoms after haul-out and prior to blocking in the yard.

- a) The washing of vessel bottoms shall be done on the Port's wash-down slab ONLY, and nowhere else on Port property.
- b) The use of detergents, cleaners, or solvents in conjunction with the pressure wash is strictly prohibited. These products pose treatment and disposal problems.
- c) Vessel owners have the option of washing the vessel themselves or hiring Port staff to do so. If owner wishes Port staff to pressure wash, arrangements must be made at time the haul-out is booked. Pressure washing charges will apply in both instances. See fee and rate schedule.

- d) Pressure washing of the vessel's bottom often generates solid waste which must be properly disposed. Solid waste disposal charges shall be billed separately from wash-down charges.
- e) The vessel owner, or anyone assisting or contracted by the owner to wash vessel's bottom, must follow established wash-down procedures.
- f) Abuse or damage of the Port wash-down facility by the vessel owner or contractor while using the facility will be repaired by Port staff and the vessel owner will be charged for any such repairs on a time and materials basis.
- g) Care shall be taken while the vessel is on the wash-down slab to prevent anything other than wash-down water from entering the sumps in the center of the slab.
- h) If problems are encountered during wash-down operations, Port staff shall be notified immediately. Customers shall not attempt to fix Port equipment.

16. VESSEL BLOCKING

As part of a round-trip hoist, the Port will provide blocking materials and Port staff will provide the labor to block up vessels in the yard.

- a) Port staff, working with the owner and using owner's engineered drawings, photo's, etc., will determine the best way to block vessel.
- b) If an owner requests extra blocking beyond that proposed by Port staff, the established extra blocking rate shall apply.
- c) If an owner requests a blocking arrangement different from that proposed by staff, such requests will be considered by Port staff, with Port staff retaining final decision-making authority on the acceptability of such requests. If an agreement with the owner cannot be reached, the vessel shall be placed back in the water and regular hoist fees shall apply.
- d) Alteration, for any reason, of the blocking set by Port staff shall terminate the Port's responsibility. Port staff will correct the blocking and labor charges shall be applied.
- e) Any cutting of the blocking cradles or damage to any blocking materials other than by normal wear and tear will lead to charges to replace damaged blocking.
- f) Tying off of tarps, etc. to any of the blocking materials is prohibited.

B. WORK YARD

The Work Yards Rules, Regulations and Procedures describe the rules governing vessel owners, vessel crews and local marine trades and marine trades service providers conducting vessel maintenance and repair activities in the work yard areas of the Port of Ilwaco. The rules are intended to ensure that such activities are conducted in a safe and lawful manner. Additionally, because the entire Port of Ilwaco is operated under a National Pollutant Discharge Elimination System (NPDES) waste discharge permit administered by Washington State Department of Ecology, these rules are intended to minimize the environmental impacts of such activities and to maintain the Port's NPDES permit.

1. HOIST/YARD TENANCY AGREEMENT REQUIRED

Prior to beginning work on the vessel, the vessel owner or his/her authorized representative is required to complete a "Hoist/Yard Tenancy Agreement" in a form acceptable to the Port Manager and Port Attorney.

2. PROJECT PLANS REQUIRED – CONTENTS

A project plan must be submitted by the owner or his/her authorized representative to the Port at the time the Hoist/Yard Tenancy Agreement is signed. At a minimum, this plan shall include the following information:

- a) A detailed description of the work to be accomplished;
- b) A comprehensive list of the marine service providers and vendors to complete the work;
- c) An estimate of the time necessary to complete the project; and
- d) A detailed description of the measures to be taken to comply with the safety and environmental standards of these Rules, Regulations and Procedures.

3. PROOF OF BUSINESS LICENSE REQUIRED

- a) All contractors and marine service providers working on Port property will have a current business license. It should be available for inspection upon request by Port staff. Port Staff shall have the right, but not the obligation, to request such evidence of licensure.
- b) All contractors will sign an executed copy of a “Environmental Best Management Practices (BMPs)” and a Hold Harmless agreement. It will be the responsibility of the vessel owner or his/her authorized representative to ensure that the Port is provided with all required information.
- c) The Port will maintain a file and list of contractors and marine service providers that have submitted the information required above.

4. VEHICULAR AND HEAVY EQUIPMENT ACCESS – PRIOR ARRANGEMENTS REQUIRED

If a vessel owner intends to use or needs to have larger equipment access the vessel (e.g., cranes, delivery trucks, etc.), prior arrangements shall be made with the hoist and yard supervisor.

5. TOOLS AND EQUIPMENT TO BE PROVIDED BY OWNER

The Port shall under no circumstance provide tools or equipment (e.g., ladders, extension cords, etc.) to vessel owners, contractors and service providers working within the Port’s yard areas. The owner or his/her authorized representative shall provide all gear, equipment and labor. Said tools, equipment and supplies shall either be kept aboard the vessel or in an approved storage unit, when not in use. The vessel owner/agent shall be responsible for the safekeeping of their tools and equipment, as specified in the General Provisions section of the tariff.

6. UPLAND LIVE-ABOARD PERMITS – REQUIREMENTS – LIMITATIONS

- a) Persons wishing to live aboard their vessel while in the upland work yard areas of the Port shall first apply for a “Live-Aboard Permit” on forms available at the Port Office.
- b) The owner of the subject vessel or his/her authorized representative shall apply for the Live-Aboard Permit. Renting of vessels to persons seeking live-aboard status is prohibited.
- c) All live-aboard vessels within upland yard areas shall be registered with the Port and have a current Live-Aboard Permit conspicuously displayed upon the vessel.
- d) Upland Live-Aboard Permits shall be valid for a period of up to 30 days, and shall be valid only while work is being actively performed on the vessel.

- e) Upland Live-Aboard Permits may be renewed on a monthly basis, provided that the Port Manager has reviewed the request and has concluded that the criteria set forth below have been satisfied:
 - 1. Unforeseen circumstances during the repairs to the vessel necessitate an extension of the Live-Aboard Permit;
 - 2. Termination of the Live-Aboard Permit would result in an unreasonable hardship to the vessel owner, and the vessel owner is not responsible for the delay in completing repairs;
 - 3. The vessel owner has demonstrated reasonable diligence in attempting to complete the repairs during the initial three (3) month period or any one (1) month extension period thereafter, as applicable; and
 - 4. That the vessel owner's accounts with the Port have been paid up to current status throughout his/her stay within the yard.
- f) Live-Aboard tenants shall be charged a monthly fee, as well as an established monthly fee for electricity.
- g) A Port Live-Aboard tenant that has moved his/her vessel into an upland work yard area of the Port will be charged the standard moorage rate and Marina live-aboard fees, in addition to the established monthly fee for electricity.
- h) Live-Aboard tenants shall comply with all Port Rules, Regulations and Procedures.

7. WORK YARD STORAGE CHARGES

- a) Storage charges on accounts that are prepaid commence on the day after the haul-out, and charges run through the day returned to the water or otherwise leaving the yard.
- b) All charges shall be paid in full before any discount may be provided.
- c) Work yard charges shall be based on the overall length of the vessel.
- d) Charges will be billed the first of the month following haul out with standard payment terms applied. Delinquent accounts will be billed a late charge.

8. PAINTING OF VESSELS

Paint spillage and overspray shall be promptly cleaned up. Spray painting is prohibited as overspray may occur. The owner should always take the appropriate steps, such as tarps or barriers, to protect nearby vessels and vehicles.

9. REFUSE DISPOSAL – WORK AREAS TO BE KEPT CLEAN AND ORDERLY

- a) For large amounts of refuse, owners should independently contract with Peninsula Sanitation for a dumpster or haul the material to the landfill on their own.
- b) Empty cans, scraps of lumber, paper or other debris shall be placed in refuse containers provided for that purpose. Area shall be left clean and orderly at the close of each day. If the area is not cleaned, the Port may charge the owner for clean-up and disposal.
- c) Prior to re-launching of the vessel, the area around the vessel in the yard shall be left in a clean and orderly condition. If the area is not cleaned, the Port shall charge the owner for clean-up and disposal.

10. HAZARDOUS AND VOLATILE MATERIALS

- a) It is acknowledged by the Port that the repair and restoration of vessels necessitates the use of hazardous and volatile substances that inherently possess the potential to endanger other vessels and persons if used inappropriately. It shall be the vessel owner's sole responsibility to ensure that all appropriate safety precautions and manufacturer's instructions are adhered to while working in the yard areas of the Port.
- b) Oil, paint, and other volatile liquids or debris shall not be permitted to enter sanitary drains, thrown in the water or dumped on the ground. All hazardous materials must be disposed by approved means.

11. ALTERATION OF VESSEL BLOCKING – TERMINATION OF PORT RESPONSIBILITY

Consistent with previous tariff sections above, alteration, for any reason of the blocking set by Port staff shall terminate the Port's responsibility.

12. PROHIBITED BEHAVIOR ON OR IN WORK YARD AREAS

Persons engaged in work within the Port's Work Yard areas will be considerate to their neighbors and take care not to interfere with the work of other vessel owners in the area.

13. VIOLATIONS – REMOVAL OF VESSEL – COMPENSATION FOR CLEAN-UP AND DAMAGES

Violators of these regulations will be required to bring their account current and remove their vessel from the Port property within fifteen (15) days of written notice from the Port Manager or designee. They will also be required to pay for any damage or necessary clean up prior to departure.

14. TEMPORARY STRUCTURES

Temporary structures for the purpose of sheltering active work areas from the elements may be permitted at the discretion of the Port Manager, provided that the vessel owner shall document, to the satisfaction of the Port Manager, compliance with the building permit regulations of the City of Ilwaco.

SECTION 10

Derelict Vessels

1. INSPECTION OF SUSPECT VESSELS

The Port Manager, or designee, shall inspect any vessel which could be considered a derelict vessel (i.e., "suspect vessel"). Inspections shall occur prior to transporting in or hauling out a vessel for storage in the Port yards or before receiving a regular moorage or guest slip assignment. It shall be the duty of the Port staff to notify the Port Manager when a vessel, which might be considered a derelict vessel, has requested haul-out or moorage at the Port facility.

2. DERELICT VESSEL DETERMINATION

- a) When the Harbormaster or Yard Manager is notified by a Port Employee that a vessel is suspected to be a derelict vessel, the owner shall be notified that the Harbormaster or Yard Manager is required to inspect the inside and/or outside of said vessel. If the owner refuses to allow such inspection, the Harbormaster or Yard Manager may refuse to allow the vessel to be hauled out and placed in dry storage at the Port facility, and/or refuse moorage. The owner shall immediately remove the vessel from the premises of the Port facility. Any executed agreements will be subject to cancelation and subject to refund of any monies paid.

- b) In conducting the inspection in order to make the determination of whether the vessel is derelict, the Harbormaster or Yard Manager shall consider the following nonexclusive criteria in making his evaluation:
 - 1. General seaworthiness;
 - 2. Recent history of use of the vessel;
 - 3. Whether the vessel is equipped with a working generator, holding tank, engine, and electrical system;
 - 4. The extent of the repairs necessary to make the vessel seaworthy and to bring the vessel in compliance with current Coast Guard Regulations governing such vessel; and
 - 5. Other factors bearing on the value of the vessel in comparison with the cost of demolition, transportation and disposal.

3. DEPOSIT REQUIRED FOR DERELICT VESSELS

- a) If after completing the above described inspection, at the sole discretion of the Port Manager, a vessel is determined to be a derelict vessel, the owner of such vessels shall deposit with the Port of Ilwaco a deposit in the amount of the number of tons of the vessel, multiplied by the current "Disposal Fee" per ton as charged by the Peninsula Sanitation/Pacific Solid Waste for disposal, plus the sum of Five Hundred Dollars (\$500.00) for a derelict vessel weighing up to 40 tons, which shall be considered the estimated expense of demolition and transportation to the landfill for disposal. Refer to the Derelict Vessel Agreement and Deposit Form as set forth in Appendix C.
- b) The deposit made by owner shall be placed into an account within the Port of Ilwaco, and shall be held until the vessel is removed by the owner from the Port of Ilwaco.
- c) Should the owner not remove the vessel, abandon the vessel, or fail to pay storage or moorage charges and should the Port be required to dispose of the derelict vessel the deposit shall be forfeited to the Port of Ilwaco to be used in demolition, transportation and disposal of said vessel. If deposit charges do not provide for all disposal charges the Port shall bill the owner for the balance due.
- d) If, and when the owner removes the vessel from Port property the deposit shall be returned to the owner within three (3) weeks of removal of the vessel from Port property.
- e) Deposits required under this Chapter must be made with cash or cashier's check.

4. PORT MANAGER DERELICT VESSEL AUTHORITY

The Port Manager may authorize removal of a suspect derelict vessel when such vessel may be in danger of sinking. It is intended that the determination of whether such vessel is in fact a derelict as defined herein shall be made prior to granting moorage and/or haul-out to any such vessel. However, if an emergency arises and in the Port Manager's discretion (or designee) it is appropriate to haul-out a vessel prior to making a determination as to whether the vessel is a derelict vessel, the inspection and determination contemplated herein shall take place once the vessel is removed from the water.

5. PORT CHARGES – DELINQUENCY – PUBLIC SALE

The deposit required above, shall be considered a "port charge" as defined by RCW 53.08.310 (1) and any failure to pay the deposit as required herein upon demand of the Port of Ilwaco shall

constitute a failure to pay port charges and subject the vessel to sale at public auction as authorized by RCW 53.08.320 under the process previously mentioned in this document.

SECTION 11

Boat Ramps & Launch

The Port expects all users to use the launch facility responsibly and with common courtesy, to keep them free of litter, to respect and protect the public's interest, and to refrain from any activities which will or might cause the facilities damage or harm. The Port further expects the visiting public to respect the rights of others and to be particularly vigilant with regards to the control of pets, the safety of children, and keeping the facilities free of vandalism.

1. NON-LIABILITY OF PORT OF ILWACO – INSURANCE REQUIRED

- a) Operator Responsibility/Hold Harmless. The Port's boat launch facility lies in an exposed site where unforeseen and unexpected winds are common. It is the sole duty of vessel operators to monitor wind, wave and tidal current conditions and to take all necessary measures to protect their vessels, to refrain from damaging other vessels, property, moorage floats/piers, and to protect their passengers, and any pedestrians in the vicinity of the Port's boat launch ramps from personal injury. Should property damage or personal injury occur, as a condition of use of the facilities, the owner and/or operator of the vessel shall save, indemnify and hold the Port harmless from, and defend the Port against any and all claims for personal injury or property damage arising out of, or in any way connected to, use of Port facilities.
- b) Assumption of Risk. Any person visiting or using the Port's boat launch facilities does so at his/her own risk. The Port does not assume any responsibility for loss or damage to property or personal injury within or on such facilities.
- c) Insurance Required. As a condition of using Port boat launch facilities, all vessel and boat trailer owners and operators (other than small recreational vessels such as dinghies and kayaks) must carry general liability insurance to protect against personal injury and property damage as a condition of using said facilities.

2. LAUNCH FEES

Use of Port boat launch facilities are subject to fees established in the Port's tariff, which establishes both a daily use fee as well as an annual use permit. Port of Ilwaco annual moorage customers are exempt from a fee for the vessel(s) registered with the Port. Launch passes are available at the Port office and shall be displayed on the boat trailer. Payment of any boat ramp fees prior to obtaining a launch pass from the Port office will not be subject to a refund.

3. BLOCKING OF RAMPS PROHIBITED

Persons using the Port boat launch facility shall not block ramp access to other users with tow-vehicles, trailers or other obstructions. Temporary blocking may be permitted by the Port Manager for specific short term uses.

4. TOW-VEHICLE PARKING

Persons using the Port boat launch facility shall follow posted signage for parking. To the extent practicable, owners of tow-vehicles/boat trailers should use provided parking spaces as far from launch ramps as possible, in order to ensure that later arrivals have adequate room to maneuver. Tow-vehicles should try to avoid blocking main driveway areas and abide by any posted "no parking" signs established by the Port. The Port shall have the option to move/remove any tow-vehicle on Port property and shall have the right to bill the owner for any related fees or charges.

SECTION 12 Fish Cleaning

Fish cleaning or dumping of fish related disposal materials is not allowed on Port property, or in vessels in the marina whether at the dock or in the water or the launch facility and areas around it. Violator(s) will be prosecuted. The maximum fine shall be \$250 for each offense(s). Additionally violation may incur the loss of any or all port services, at the discretion of the Port Manager. No fees or charges previously collected for port services shall be refunded. This is in an effort to discourage marine mammals from entering the marina and causing a nuisance and destruction of public infrastructure.

Section 13 Dredging and Related Services

The Port Commission may elect to enter into agreements to provide dredging related equipment and/or services to other Ports in the region. Fees and specific guidelines for such activity shall be determined on a case by case basis.

Section 14 Hoist Services

The Port operates a hoist to launch and haul out vessels less than 7 tons. This service is available by appointment only during business hours (8am – 4:30pm M-F). Appointments desired outside business hours will only be taken if staff is available to operate the hoist and the applicable fees will be double those charged during business hours. Once an appointment is made, the customer would need to cancel the appointment with a minimum of 8 hours of advance notice for appointments made during business hours and a minimum of 24 hours of advance notice for appointments made outside business hours. No shows will be charged at the full applicable rate if the appointment is not canceled as specified above.

If a vessel is lifted off a trailer or hauled out of the water for a period of time (haul/hang), the customer will be charged the applicable haul-hang rate at the boatyard (per foot rate). The haul hang may not last more than 2 hours and shall be done during regular business hours when hoist use by other customers is limited. No sanding and/or painting shall be performed at the hoist area.

The hoist area is not designed as a wash down facility. No washing of vessels and/or equipment of any sort is allowed at the hoist area. This service is available in the boatyard, subject to availability and charges.

The vessel owner/agent shall complete a hoist tenancy agreement prior to the service being performed.

Section 15 Public Hoist**

The following terms, fees and/or conditions shall apply to any and all public hoist users:

1. Prior to use of the hoist, a hoist operator (controlling the hoist) must be approved by the Port of Ilwaco. As part of the approval process, the user must complete the applicable "Indemnification and Hold Harmless Agreement for Hoist Use", consenting they have been informed by Port personnel on the operation of the hoist, and will follow all safety procedures required for use. As part of the agreement, the

user shall immediately report to Port any deficiency or safety issue regarding operation of the hoist. Furthermore, the user agrees to exercise the utmost care in the use of the hoist.

2. Fees for use of the hoist shall be tied to one authorized operator and one authorized vessel delivering seafood products. An authorized vessel is considered the vessel being loaded and unloaded. All hoist fees must be pre-paid in advance and prior to use. The following is a schedule of fees for use of the hoist:

Monthly Fee - \$400
Weekly Fee - \$200
Monthly Fee for Additional vessel - \$125 (maximum of 1 additional vessel)
Additional authorized user - \$25

3. Unapproved operators are not allowed to operate the hoist under any conditions. Likewise, unauthorized vessels are not allowed to load or offload at the facility without prior authorization and payment of applicable fees. Any operator or vessel in violation shall be subject to immediate termination of hoist services and/or loss of moorage or other Port privileges.

4. Anyone with a hoist agreement shall not unload seafood at the docks and up the ramps, unless the Port hoist is deemed inoperable by Port staff. If the Port finds negligence on behalf of the user, services may be terminated immediately.

5. Use of the hoist shall be limited to loading ice into an authorized vessel and offloading seafood products from an authorized vessel. No other uses will be allowed unless prior approval is granted in writing from the Port. Arrangements can be made for Port staff to provide additional hoist services (non-seafood/ice items, like equipment, tanks, etc.)

6. If the hoist becomes inoperable for any reason, fees will not be refunded. The Port will attempt to get the hoist operating as soon as possible. The Port shall fully investigate any potential negligence by hoist users.

7. Use of the hoist shall only be during daylight hours. Extreme caution, including not operating the hoist, should be taken in windy conditions.

8. Upland space surrounding the hoist facility must be kept clear so boat ramp and surrounding areas are unobstructed to allow for other uses.

**** Refer to SECTION 7 (Commercial Activities Within the Marina) when applicable (Permit, Wharfage, etc.) ****

SECTION 16 Severability

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 remain in full force and effect.

APPENDIX A

PORT OF ILWACO MARINA BEST MANAGEMENT PRACTICES (BMP's)

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

Commercial Activity

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

Engines and Bilges

- Absolutely no oil, fuel, or anti-freeze is to be discharged into the marina. Use absorbent pads to soak up oil and fuel in bilges.
- Do not pump contaminated bilge water into the marina. Install a manual bilge pump shutoff switch to avoid discharging contaminated bilge water.
- Never drain oil, antifreeze or other liquids into the bilge. Use pumps to drain engine oil directly. Recycle all waste oil and antifreeze on shore.
- Do not dispose of fuel, oil or filters in the dumpsters. Recycle oil, antifreeze and oil filters at appropriate shore-side facilities. Do not mix any other fluid with waste oil when pouring into recycling tanks. Waste oil contaminated with other materials cannot be readily recycled and disposal costs increase dramatically.
- Do not use detergents or soaps on fuel, oil or otherwise contaminated bilge water. While enzyme-based bilge cleaners are generally safe to use, it may take some time before the oil sheen is gone. It is best to remove contaminated water and dispose of it appropriately at on-shore facilities. The discharge of emulsified oil is a violation of state law. Use absorbent pads.
- In Washington State, vessels that are over 26' in length are required to display an "Oil Discharge is Prohibited" placard near the bilge pump switch (placards are available at most marine supply stores). Fines for discharging oil from a bilge can amount to as much as \$20,000 per day per violation.

Vessel Fueling (Refueling is only allowed at the fuel dock – Fueling in any other area is prohibited.)

- Report oil and fuel spills immediately to Washington State's hotline at 1(800) OILS-911 and the National Response Center 1-800-424-8802. If you cause a spill, stop it at the source and start to clean it up immediately. Do not pour liquid detergent onto the spill; this is illegal, makes recovery impossible and makes the spill worse under the surface.
- Do not "top-off" or overfill tanks. Know your fuel tank capacity and don't wait for fuel to spill out of the overflow vent to indicate full. Place a bucket or an absorbent pad at the fuel vent in case of accidental overflow. Special No-Spill containers are available at marine supply stores for this purpose. Remember warm weather and direct sunlight can cause expansion and a fuel vent spill even after fueling is completed. In-line fuel/air separators and indicator whistles can be installed to reduce fuel vent spills.
- Do not hose down accidental fuel spills. Do not use detergents or soaps to clean up fuel and oil spills. Use absorbent pads when feasible.

Sewage and Gray Water

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

Vessel Cleaning

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

Surface Preparation and Refinishing

- Painting and refinishing of boats (when in the water) is limited to minor touch ups. All work must be contained. Major work involving more than 25% of the boats above water surface areas must occur on land at a permitted boatyard. Schedule cosmetic work during annual haul-outs.
- Tarps must be used to capture all dust, drips, and debris. Any discharge to marina waters is a violation of state and federal law. Airborne particles may damage adjacent boats. The open water area between the hull and the dock must be tarped during rail or minor hull work.
- Do not work from a float or small boat.

- Limit use of paint, thinners and varnish on board or on the dock to containers of one (1) gallon in size or smaller.
- All paint mixing must be done on the shore, not the dock or the deck of the vessel. Open cans should be placed inside some type of secondary containment that will catch spills. A five gallon bucket or plastic tote works well for this purpose.
- Spray painting is not allowed while boats are in the water.

Hazardous Wastes

- Contact the county to locate an off-site disposal facility. Do not dispose of any liquid paint, solvents or other hazardous wastes in the marina trash receptacles or any solid waste container. Completely dry all paint cans before placing in the trash.
- All hazardous waste must be disposed of properly. Do not dispose of the following in the marina trash receptacles:
 - a) Fuel, used oil, used oil filters, antifreeze or transmission fluid
 - b) Paints, solvents or varnish
 - c) Batteries
 - d) Wet shop rags
- Buy only the amount of materials you need. Use up remaining paint if possible. Take excess paints and chemicals home or dispose of them at the local hazardous waste facility. Do not discard these materials in the sewer or storm drains.
- Store usable chemicals, coatings and fuels securely on-board to prevent accidental overboard discharge. Do not store any hazardous or flammable materials on the dock, in lockers or elsewhere in the marina.

Solid Waste Disposal

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

Stormwater and runoff

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

APPENDIX B

PORT OF ILWACO BOATYARD BEST MANAGEMENT PRACTICES (BMP's)

A. General Provisions

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

B. Paint Management

1. The use of paints and solvents shall be carried out in such a manner so as to prevent these products from entering the soil or water if accidentally spilled.
2. Drip pans, drop cloths, tarpaulins or other protective devices shall be required for all paint mixing and solvent use operations.
3. Paint cans shall be kept in drip pans with drop cloths or tarps underneath the drip pans.
4. Paint and solvent spills shall be treated as oil spills and shall be prevented from reaching the ground, which eventually reaches the storm drains and subsequent discharge into the water.
5. Antifouling paints containing tributyltin (TBT) are prohibited from use on any vessel less than 25 meters in length (82 feet). There are two exceptions: vessels with aluminum hulls, and outboard motor or lower drive units.
6. Only persons licensed by the Washington Department of Agriculture may purchase, handle, or apply TBT paints. The Port requires proof of these licenses.
7. Purchase the right quantity to begin with and you will have less excess waste to dispose of at the Household Hazardous Waste facility.
8. Empty cans should be allowed to dry, and then crushed and thrown into dumpster. Latex and water base paints wash up waters are O.K. for the sanitary sewer system.

C. Safe Management of Hazardous Materials

1. Hazardous materials include solid chemicals, chemical solutions, paints, oils, solvents, acids, caustic solutions and waste materials, including used batteries and their contents. These materials shall be stored in a secondary container which will prevent the inadvertent entry of these materials into the water or onto the ground. Storage shall be in a manner which will prevent spillage by overfilling, tipping, or rupture. Additionally, the practices set forth in items #2-5, below, shall be used.
2. When storing hazardous materials in an appropriate secondary container, keep all materials in their original containers, with original container labels remaining in place. Keep the

- containers in areas where they will not get knocked over. Keep the containers in areas that have good ventilation.
3. Keep all containers out of the reach of children.
 4. Incompatible or reactive materials shall be segregated and securely stored in separate areas that prevent mixing of chemicals.
 5. When ready for disposal these hazardous materials shall be taken to the Household Hazardous Waste facility. These materials shall not be disposed of in the dumpsters or sewer or water.

D. Bilge Water & Waste Oil

The Port of Ilwaco does not provide for the collection of non-contaminated (oil, solvent and detergent free) bilge water. Bilge water service may be requested from an outside vendor by contacting the Port office. Contaminated bilge water must be disposed of legally.

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

E. Hot Work (Welding)

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

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

APPENDIX C

Port of Ilwaco Derelict Vessel Agreement & Deposit Form

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

Estimated tonnage _____

Actual tonnage _____

Multiplied By Peninsula Sanitation disposal fee (\$_____/ton) = \$_____

Plus: The expense for demolition & transportation to the transfer station \$500 initial deposit (final rate to be determined by actual cost to the Port). \$_____

Plus: Roundtrip Hoist \$_____

First Months Storage \$_____

Leasehold Tax \$_____

Amount received \$_____

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

1. The owner will still be required to pay standard moorage/storage fees while the vessel is in the Port facility. No portion of the derelict deposit shall be applied for payment of storage fees, haul-out fees, or any other fees normally due the Port as a result of storing/mooring vessels within the Port facility.
2. If, and when the owner removes the vessel from Port property the deposit shall be returned to the owner in the form of a check within three weeks of removal of the vessel from Port property.
3. Should the owner not remove the vessel, abandon the vessel, or fail to pay storage/moorage and should the Port be required to dispose of the derelict vessel, the deposit shall be forfeited to the Port of Ilwaco to be used in demolition, transportation, and disposal of said vessel.
4. The deposit required herein shall be considered a "Port Charge" as defined by RCW 53.08.310 (1). Any failure to pay the deposit as required herein upon demand of the Port of Ilwaco shall constitute a failure to pay Port Charges and subject the vessel to sale at public auction as authorized by RCW 53.08.

This agreement is made and entered into this _____ day of _____ 20 _____,
by _____.
(Owner's Signature)

APPENDIX D

FEE AND RATE SCHEDULE

The Fee and Rate Schedule is not meant to be inclusive of all Port of Ilwaco fees and rates. Additional rates and fees may be found in the Port of Ilwaco Tariff No. 21. All rates and fees are subject to interest charges described in Section 5, Subsection 25 of Port of Ilwaco Tariff No. 21.

1. MOORAGE SERVICES

All annual and monthly moorage rates are based upon slip length, or length overall of vessel (LOA), whichever is greater. Guest (daily) moorage rates are based upon overall vessel length.

MINIMUM LENGTH FOR RATE CALCULATION IS TWENTY (20) FEET.

A. ANNUAL RATES

Annual Moorage (per foot rate/per year)**	
W Main & E Main (no electric)	\$21.60
W Main & E Main (electric)	\$30.10
W Main & E Main, 51' plus (electric)	\$31.25
C, D, & Holman Floats, 50'	\$30.10
C, D, & Holman Floats, 51' plus	\$31.25
All Other Commercial Berths, 50'	\$30.10
All Other Berths, 51' plus	\$31.25
E, F, G, J, M, N & P Floats (electric)	\$29.60
H,K,L Floats (no electric)	\$21.60
N Float, east side (no electric)	\$21.60
P Float, side ties up to 20' (no electric)	\$21.60
Vessels 100' or greater	\$39.85

****Subject to 12.84% state leasehold tax.**

Annual Electricity	
20/30 amp 110v (non-metered)	Included in Annual Moorage
50 amp and/or 220 (non-metered)	Additional \$50 minimum fee per year
Basic Fee (metered)	\$10 per month plus metered usage

MOORAGE SERVICES (CONTINUED):

B. MONTHLY RATES

Monthly Moorage (per foot rate)**	
Up to 49'	\$10.20
50' and over	\$10.35

**** Moorage rate may subject to 12.84% state leasehold tax.**

Monthly Electricity (flat rate)	
Up to 35'	\$42.00
36' and over	\$57.75

C. GUEST (DAILY) RATES

Daily Moorage Rates (flat rate per day)	
0 – 20 feet	\$16.25
21 – 30 feet	\$20.25
31 – 50 feet	\$27.75
51 – 75 feet	\$35.25
76 feet and up	\$66.75

Daily Electricity (flat rate per day)**	
Up to 29'	\$4.50
30' to 44'	\$5.00
45' and over	\$7.25

****Electric charge will apply if a vessel is in a space that has electricity available.**

MOORAGE SERVICES (CONTINUED):

D. OTHER MARINA FEES

Other fees may apply to Port facility users. Violations resulting in a fine may result in cancellation of Port services. These fees are in addition to regular port charges for services.

Other Marina Fees**	Rate	Tariff No 21 Reference
P-Float Gate Fee	\$30.00 first card issuance	
P-Float Gate Fee – additional card	\$10.00 per additional card	
Lift Bags	\$100 per 1,000# of lift per day	
Failing to clean up after dogs	\$250 non-compliance fine	Sec 1, subsection 17
Unleashed dogs	\$250 non-compliance fine	Sec 1, subsection 17
Skiffs	\$10 per day	Sec 4, subsection 12 c)
Storage on Piers (abandoned property)	\$65 service charge	Sec 4, subsection 21 c)
Cancellation Fee – Summer Reservations	\$10 fee	Sec 4, subsection 23
Fueling Vessels (does not apply to commercial fuel dock)	\$250 fine	Sec 4, subsection 26
Transients not registered on arrival with Port office	\$25 per day	Sec 5, subsection c)
Extended Term Payment Option	\$10 processing fee per month	Sec 5, subsection d)
Optional Payment Plan	\$10 service per installment pmt	Sec 5, subsection 7
Early Termination	\$25 processing fee	Sec 5, subsection 9
Non-sufficient Funds	\$40 fee	Sec 5, subsection 20
Extended stay without notice to Port office	\$25 penalty per day	Sec 5, subsection 21
Long Term Moorage Reinstatement	\$100 admin fee	Sec 5, subsection 22
Seizure Process	\$250 processing fee	Sec 6, subsection 6 e)
Fish cleaning or dumping	\$250 fine for each offense(s)	Sec 12

****Contact Port Office for applicability**

2. **LIVE ABOARD FEE**

Live-Aboard Fees** (flat rate, both fees apply)	
Monthly Live-Aboard Fee***	\$45.00
Monthly Live-Aboard Electric	\$92.00

****Requires pre-approval from Port. Refer to Sec 4, subsection 22 of Tariff No. 21**

*****Subject to 12.84% state leasehold tax**

3. **RATE CHANGES**

Marina moorage rates shall be adjusted each year, effective March 1st, and increased by a **minimum** of 1.5%. See section 5, subsection 5 of the Tariff No. 21. All other rates in Tariff No. 21 are subject to change anytime without notice.

4. **PUMP OUT SERVICES**

First Pump Out	\$50.00
Each Subsequent Pump Out	\$60.00

5. **LABOR/SERVICE**

Service rates apply during straight time only and include vehicle or vessel and one operator only. Special callout at night or weekends is subject to a minimum of three (3) hours' overtime.

Regular Hours (M-F; 8:00 – 4:30)	\$75.00	1 hr minimum per employee
After Hours (callout or weekend)	\$110.00	3 hr minimum, per employee**

****Some Port equipment and services require two employees to be onsite. Please contact Port office prior to engaging services for applicable labor rate.**

6. **COMMERCIAL SEAFOOD BUYERS**

Port facility users purchasing commercial seafood in the Port of Ilwaco marina are subject to an annual permit fee. The fee does not apply to existing upland Port tenants. See section 7, subsection 2 and 3 of Tariff No. 21.

Commercial Seafood Buyer Permit Fee	\$300.00 per calendar year
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7. **WHARFAGE**

At the present time there will be no wharfage charges for an upland Port tenant or a user delivering to an upland Port tenant. All other users shall be charged a \$5 per ton wharfage fee. Payment shall include a copy of the species and pounds for each deliver. Refer to section 7, subsection 4 of Tariff No. 21.

8. **BOAT TRAILERS**

Boat Trailer Storage (flat rate)	
Per Day	\$2.00
Per Month	\$11.00
Trailers with loaded vessels**	Additional \$20.00 per day
Trailers w/o pre-payment	Additional \$2.00 per day

****Trailers with loaded vessels shall only be allowed upon approval of the Port Manager**

9. **DRY STORAGE YARD SPACE**

Dry Storage Yard Space (calculated per foot – 40’ minimum)**	
Annual Moorage Tenants	\$2.25
Transient Rate	\$5.45
Rate increase on 10 th month if not launched*	Rates Double
Equipment Storage	\$0.30 per square foot

***Port Manager may waive increase for extenuating circumstances**

****May be subject to 12.84% state leasehold tax**

10. **CRAB POT STORAGE**

The rental rate is \$66.00 per month for a 30’ x 40’ space (\$0.055 per square foot), based on availability. See section 8, subsection of Tariff No. 21.

11. **BOATYARD RATES**

A. **HAUL OUT**

Haul Out (calculated per foot – 30 foot minimum)	
Annual Moorage Tenants	\$7.20
Transient Rate	\$7.40

BOATYARD RATES (CONTINUED):

B. HAUL & HANG/SLING TIME

Haul & Hang (calculated per foot – <u>30 foot minimum</u>) 2 Hour Max	
Annual Moorage Tenants	\$5.15
Transient Rate	\$5.65
Additional Time (per hour – schedule permitting)	\$125.00

C. PRESSURE WASH

Pressure Wash (calculated per foot – <u>30 foot minimum</u>)	
Annual Moorage Tenants	\$2.95
Transient Rate	\$3.10
Boat on Trailer	\$50.00

D. WORKYARD – DAILY

Work Yard Daily (calculated per foot – <u>30 foot minimum</u>)	
Annual Moorage Tenants	\$0.54
Transient Rate	\$0.60
Daily Electrical (Mandatory Fee)	\$5.15 per day

BOATYARD RATES (CONTINUED):

E. WORKYARD – MONTHLY

Work Yard Monthly (calculated per foot – 30 foot minimum)**	
Annual Moorage Tenants – first 30 days	\$6.70
Transient Rate – first 30 days	\$8.60
Annual Moorage Tenants – over 30 days	\$7.00
Transient Rate – over 30 days	\$9.05
Annual Moorage Tenants – over 60 days***	\$9.25
Transient Rate – over 60 days***	\$12.50

****After any full month, the yard rate will be prorated using the monthly rate on a weekly basis. May be subject to 12.84% state leasehold tax.**

*****Upon approval from the Port Manager, the over 30-day rate may be allowed if adequate work is being performed.**

F. BOATYARD BUILDING

Boat Yard Building (flat rate)** Plus Metered Electricity	
Day	\$92.00
Week	\$425.00
Month	\$1,130.00
Annual Moorage Tenants	15% discount June-August
Transient Tenants	5% discount June-August

****After any full month, the building rate will be prorated using the monthly rate on a weekly basis. May be subject to 12.84% state leasehold tax**

BOATYARD RATES (CONTINUED):

G. OTHER BOAT YARD/WORK YARD EQUIPMENT & SERVICES

Other Equipment and Services**	
<u>THE MINIMUM LENGTH FOR RATE CALCULATION IS THIRTY (30) FEET</u>	
Load/Off-Load Trailer (2 hr maximum)	\$5.15 per foot
Load/Off-Load Trailer (additional time – schedule permitting)	\$125.00 per hour
Travelift to Off-site facility	Additional \$2.35 per foot
Travelift with Operator (includes Haul-Out/Hang or Move/Re-block)	\$125.00 per hour
Forklift	\$75.00 per hour
Towing (minimum \$75)	\$75.00
Boom Truck (minimum \$125)	\$125.00 per hour
Boom Truck (each additional half hour)	\$80.00 per half hour
Other Equipment (backhoe/excavator)	\$125.00 per hour*
Labor - Regular Hours (M-F; 8:00 – 4:30) 1 hr minimum	\$75.00 per hour per employee
Labor - After Hours (callout or weekend) 3 hr minimum	\$110.00 per hour per employee**

***Does not include dredge & dredge related equipment.**

****Some Port equipment and services require two employees to be onsite. Please contact Port office prior to engaging services.**

12. BOAT LAUNCH RAMP

Boat Ramp (back in launch)	
Annual Pass (valid January 1 st to December 31 st)	\$100.00**
Daily Round Trip Permit	\$10.00
Failure to Pay Fee	Additional \$25.00

****Annual Boat Launch Pass – included with annual moorage**

13. **HOIST SERVICES**

Hoist - Less than 7 tons (flat rate based on length)**	
Up to 20'	\$21.00
21' to 26'	\$28.00
27' to 29'	\$36.00
30' and up	\$41.00
Hoist Use – Port operated	\$50.00 per hour (min charge \$30)
After Hours Rate (M-F; 8:00-4:30)	Rate Doubles

****10% discount provided to current annual moorage customers**

14. **PUBLIC HOIST**

Public Hoist** (flat rate – fees paid in advance)	
Weekly Fee	\$200
Monthly Fee	\$400
Monthly Fee for additional vessel (1 maximum)	\$125
Additional authorized user	\$25.00

****Requires Indemnification and Hold Harmless Agreement for Hoist Use. See Sec 15 of Tariff No. 21**

15. **TAXES**

Any user of the Port facilities agrees to pay to the entity responsible for the collection thereof, in addition to any Port charges as set forth in this Tariff, such amounts as may be required under the Washington State Leasehold Tax Law and Regulations, and any other applicable taxes or fees.

APPENDIX E

MOORAGE WAIT LIST PROCEDURES AND APPLICATION

1. Persons wishing to be on the wait list for annual moorage, requesting a specific dock or slip, must complete and submit written application to the Port. A wait list for each berth length will be compiled, regularly updated, and maintained in the Port Office. Regular moorage assignments will be made from these lists based on the needs of the Port and seniority dates.
2. A NON-REFUNDABLE REGISTRATION/ADMINISTRATIVE FEE OF \$40.00 PER CALENDAR YEAR will be charged and must be renewed on a calendar-year basis. This fee is an administrative fee; it must be paid at the time of application (grandfathered customers must pay within 45 days of this approval), it does not apply to moorage and is non-refundable.
3. Vessels, including all attachments, are required to fit within the length and width of their slip. If the stated vessel length on the Moorage Agreement differs than 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.
4. Wait list applicants may move to another wait list, one time, and maintain their seniority date as long as the move is requested prior to being offered a slip assignment.
5. Once contacted, an applicant has 72 hours to accept or decline the offered moorage. If the applicant cannot be contacted within fifteen (15) days, the listing shall be canceled and applicant will have no further rights to slip assignment under that listing.
6. A wait list applicant must have all necessary moorage requirements (new moorage application, proof of insurance, registration, payment, etc.) completed within ten (10) days of acceptance or the listing shall be canceled and applicant will have no further rights to slip assignment under that listing.
7. If an applicant fails to renew the annual wait list registration, within 30 days of the date of billing, the listing shall be subject to cancelation.
8. Applicant is responsible for keeping the Port advised of applicant's current address and telephone number and informing the Port, in writing, of any changes in any information on the wait list.
9. It is the applicant's responsibility to provide an emergency contact for use by the marina office in the event that moorage becomes available and the applicant temporarily cannot be reached at the address listed on the application.
10. Offers for long term moorage or re-assignment to a slip requested will only be made to customers in good standing.
11. The wait list does not apply to live-aboards or vessels seeking transient moorage.
12. The Port Manager, or designee, is authorized to accept or deny or modify any wait list assignments and his/her decision shall be final.