



## DAVE ULLIN OPEN WATER MARINA MOORAGE RENTAL AGREEMENT

1. **Parties.** The parties to this Moorage Rental Agreement (“Agreement”) are the City of Bainbridge Island (“City”) and **NAME** (“Tenant”).
2. **Vessel.** The name of the **XX**-foot vessel to be moored at the City’s Dave Ullin Open Water Marina is **NAME**, with Registration No. **NUMBER** (“Vessel”). The Tenant agrees to provide a copy of the Vessel registration and proof of ownership to the City.
3. **Supremacy of State Lease.** The Tenant understands that all its rights under this Agreement are derived from a lease of the underlying aquatic lands (Aquatic Lands Lease No. 20-A85592) to the City from the State of Washington, acting through the Department of Natural Resources. That lease is referred to in this Agreement as the “State Lease.” The Tenant acknowledges having been given a copy of the State Lease by the City. The Tenant also understands and agrees to the following particularly important conditions and obligations related to the State Lease:
  - a. This Agreement is subject to all of the terms and conditions of the State Lease;
  - b. If any of the terms of this Agreement conflict with the terms of the State Lease, the State Lease governs;
  - c. The length of the term of this Agreement (including any period of time covered by a renewal option) will not in any event extend beyond the termination of the State Lease;
  - d. This Agreement automatically terminates if the State Lease is terminated for any reason;
  - e. The Tenant may not prepay their rent under this Agreement by more than one month;  
and
  - f. This Agreement does not create any agreement or contractual relationship between the Tenant and the State of Washington.

4. **Mooring Designation.** The mooring designated for use by the Tenant's Vessel is buoy B-XX, as identified on the master layout of the City's Dave Ullin Open Water Marina. As part of this Agreement, the mooring buoy will be referred to as the "mooring." The Tenant agrees to never exceed the maximum length mooring designation of XX feet, which maximum length is measured from the bow of the Vessel and includes the length of the Vessel and the length of any dinghies, lines, floats, or watercraft extending past the stern of the Vessel. The City reserves the right to assign and/or relocate Vessels for the protection of life and property, and for the best utilization of the Dave Ullin Open Water Marina facilities. In the event of relocation of the Vessel pursuant to this section, the City shall provide ten (10) days' written notice, unless relocation must be made under emergency conditions as determined at the sole discretion of the City. The Tenant is assured that mooring assignment will not be changed arbitrarily or capriciously, but the Tenant agrees that changes may be made by the City to provide for safe mooring of Vessels and reasonable utilization of space in the Marina.
  
5. **Monthly Rent.** Monthly rent for the mooring shall be \$XXX per month and shall be due and payable in advance on the first day of every month. It is highly encouraged that tenants set up automatic payments with their bank to avoid falling into default. Monthly bill statements will only be sent electronically to the email address on file for the Tenant.
  - a. The monthly rent specified in this Agreement is subject to change upon thirty (30) days notice by the City.
  - b. Upon execution of the Agreement, the Tenant shall pay to the City a nonrefundable one-time administration fee of \$15.00. The assigned moorage will be held for thirty (30) days, after which it is made available to the next person on the waitlist.
  - c. Rental payments overdue by fifteen (15) days shall be considered in default, and administrative action, including, but not limited to, termination of moorage, and eviction from the Dave Ullin Open Water Marina may be taken in accordance with state law.
  - d. If Tenant fails to pay monthly rent for two (2) consecutive months, this Agreement shall automatically terminate and Tenant shall be required to remove its Vessel from the Dave Ullin Open Water Marina within twenty-four (24) hours of written demand from the City. If the Tenant fails to remove his/her Vessel within twenty-four (24) hours of the City's demand, Tenant shall be considered to be a trespasser and the City may seek to obtain custody of the Vessel in order to store, strip, use, auction, sell, salvage, scrap, and/or dispose of the Vessel under RCW Chapter 79.100.

6. **Length of Term of Lease Agreement.** The Tenant hereby leases moorage for the Vessel for twelve months, beginning on January 1, 2024, and continuing until December 31, 2024 (“Lease Term”). This Agreement shall become effective upon execution of this Agreement. The Tenant and the City may, by mutual agreement, extend the Lease Term annually at the beginning of each year. The Tenant and the City shall have the right to terminate the Agreement by giving the other at least twenty (20) days prior written notice of such termination, in which case the Tenant’s final rent is due to the City 20 days prior to the end of the month. No notice shall be required if the termination is the result of a default by the Tenant in any payment due hereunder, if such payment is not made within fifteen (15) days of the date when due. Upon termination of the Agreement, the Tenant shall remove the Vessel and all other possessions of the Tenant from the Marina. If the City notifies the Tenant to vacate the Marina and the Tenant fails to do so within the time set forth in the notice, the Tenant will be a trespasser and shall owe the City all amounts due under applicable law.

The City retains sole and exclusive discretion over its agreement to extend Moorage Agreement renewals to current tenants, taking into account criteria such as timely payments, adherence to waste management requirements, and tenant conduct.

7. **Holdover.** If the Tenant remains in possession of the moorage after the last day of the Term, the occupancy will not be an extension or renewal of the Term. The occupancy will be a month-to-month tenancy, which either party may terminate on thirty (30) days’ written notice. The terms of the month-to-month tenancy will be identical to those of the Agreement except for the following additions:
- a. The monthly rent during the holdover will be the same rent that would be due if the Agreement were still in effect and all adjustments in rent were made in accordance with its terms.
  - b. Payment of more than the monthly rent will not be construed to create a periodic tenancy longer than month-to-month. If the Tenant pays more than the monthly rent and the City provides notice to vacate the mooring, the City shall refund the amount of excess payment remaining after the Tenant ceases occupation of the mooring.
  - c. If the City gives the Tenant notice under this section and the Tenant fails to vacate the mooring within the time set forth in the notice, the Tenant will be a trespasser and shall owe the City all amounts due under applicable law.

## 8. Terms of Agreement.

- a. The Dave Ullin Open Water Marina has been designated as 100% residential. As such, the Vessel must be the Tenant's primary residence, in which the Tenant occupies the Vessel for more than six (6) months out of the twelve (12) month term of this agreement.
- b. The Tenant must identify the Vessel and the Dave Ullin Open Water Marina as their residence for voting, mail, tax, and similar purposes, using the address:

301 Shannon Drive SE # XX  
Bainbridge, WA 98110

A mailbox and key will be provided to the Tenant, to be returned at the end of tenancy. A fifty-five dollar (\$55) fee will be charged for missing or unreturned keys.

- c. The Tenant may not remove the live-aboard vessel from Eagle Harbor for a period longer than 130 consecutive days. Doing so shall forfeit the Tenant from this agreement. Vessels used for commercial fishing may be absent for a period of 150 consecutive days without forfeiture.
- d. The Tenant agrees to abide by any rules and regulations reasonably promulgated by the City in connection with the operation of the Dave Ullin Open Water Marina, including the rules and regulations attached as Exhibit A to this Agreement, and to fully comply with the *Waste Management Plan Requirements and Best Management Practices* attached as Exhibit B to this Agreement. The Tenant also agrees to fully comply with the *Best Management Practices (BMPs) for Pollution Prevention, Dave Ullin Open Water Moorage and Anchorage Area*, attached as Exhibit C to this Agreement. All of these exhibits are fully incorporated into this Agreement.
- e. On-board laundry is prohibited.

## 9. Utilities.

- a. A fee for maintenance, harbor management, and garbage and sewage removal is included in the monthly rent.
- b. Sewage Management. If the Tenant elects to use vessel-to-vessel pump-out in place of the City dock pump-out, an additional \$65.00 will be added to the monthly rent. The Tenant hereby agrees to comply with the requirements of the sewage management plan and requirements attached hereto as Exhibit B.
- c. Garbage Management. It is the Tenant's responsibility to collect and dispose of garbage in accordance with the garbage management plan and requirements attached hereto as Exhibit B.
- d. The City shall not provide electricity.
- e. The City shall not provide vehicle parking.
- f. Showers in the restroom facility in Waterfront Park are available and their use is encouraged to minimize gray water in the harbor.

**10. Vessel Maintenance.** The Vessel shall be maintained in running order and in a neat, clean, and sanitary condition, with sound and seamanlike mooring and fendering, and competent securing and stowage of all rigging, tackle, and equipment such to prevent any hazard or annoyance to other boats and boat owners. Annually, the Tenant shall have performed a Vessel Safety Check by a vessel examiner approved by the United States Coast Guard. If the Vessel passes, then the Tenant will prominently display on the Vessel the U.S. Coast Guard/Auxiliary Decal ("Decal") evidencing passage of the Vessel Safety Check. If the Vessel fails, then the Tenant shall take all actions necessary to remedy all problems identified by the examiner and shall have performed additional Vessel Safety Checks until such time as the Vessel passes and a Decal is obtained. In the event of any failure to comply with the provisions of the paragraph, the Tenant shall correct such default with seven (7) days of notice from the City (no notice shall be required in the event the default adversely affects the safety of the Dave Ullin Open Water Marina or of other Vessels located in the Dave Ullin Open Water Marina), and the City shall have the right, but not the obligation, to correct any such default and the Tenant agrees to reimburse the City for any amounts so expended to correct such default.

**11. Condition of Moorage Area.** The Tenant will keep the mooring area neat, clean, and orderly, and will at all times preserve the mooring area in as good condition and repair as the same is now, reasonable use and wear excepted. The Tenant shall dispose of sanitary waste, litter, trash, garbage, and throw-away or disposal articles of any kind only in proper receptacles. Any improper disposal of hazardous items will be considered a breach of this Agreement. The Tenant shall comply with all applicable federal, state, and local laws.

**12. Personal Property.** Use of the mooring is intended solely for the purpose of mooring the Vessel. No other property rights are conveyed with this Agreement. Accordingly, the Tenant shall not place equipment, build structures, or modify existing structures without the prior written approval of the City. The Tenant shall remove all personal property upon termination of this Agreement.

**13. Insurance.** The Tenant must maintain a minimum of \$300,000 of liability insurance on the Vessel and shall include in the liability policy a condition that ensures that the City is notified of any changes or cancellation of the policy. This may be accomplished by naming the City as an additional insured party or other equivalent language. The Tenant must provide documentation that this insurance is in effect, a copy of which will be maintained by the City. Failure to maintain this insurance in force will be grounds for termination of this Agreement.

**14. Indemnification.** Users of the City's Dave Ullin Open Water Marina do so at their own risk. The Tenant acknowledges that the City shall have no liability for theft, vandalism, fire, other casualty, injury to property, or other injury to the Tenant or other persons or their property at the Dave Ullin Open Water Marina, the City Dock, or elsewhere regardless of the cause of such loss or damage.

The Tenant shall fully indemnify, defend, and hold the City harmless from and against claims and liabilities that relate to the Tenant's use of the Dave Ullin Open Water Marina, City Dock, or the Vessel or any activities in connection therewith and any duties assumed by the Tenant under this Agreement, whether such claims or liabilities are attributable in whole or part to the negligence of the City, its officers, agents, or subcontractors. These include, but are not limited to, claims and liabilities for:

- a. Damage to the Vessel, its engines, equipment, and appurtenances;
- b. Injury or property damage incurred by the Tenant, their family members, employees, invitees, and agents;
- c. The use, storage, generation, processing, transportation, handling, or disposal of any Hazardous Substance by the Tenant and affiliates occurring whenever the Tenant occupies or has occupied the mooring; and/or
- d. The release or threatened release of any Hazardous Substance resulting from any act or omission of the Tenant and affiliates occurring whenever the Tenant occupies or has occupied the mooring.

**15. Sublease.** Subleasing or assignment of the mooring is prohibited.

**16. Attorney's Fees and Venue.** In the event of any dispute arising related to the terms of this Agreement, in addition to any other amount due under this Agreement, the City shall be entitled to recover a reasonable sum for attorney's fees incurred in enforcing this Agreement. Venue of any action arising out of this Agreement shall be determined by the City.

17. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

18. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

19. **Extent of Agreement/Modification.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or added to only by written instrument properly signed by both parties.

20. **Severability.** If a court of competent jurisdiction holds any part, term, or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict and shall be deemed modified to conform to such statutory provision.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the later of the signature dates included below.

CITY OF BAINBRIDGE ISLAND:

TENANT:

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

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

By: \_\_\_\_\_

Blair King, City Manager  
City of Bainbridge Island  
280 Madison Ave North  
Bainbridge Island, WA 98110

Name: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

**NOT FOR SIGNATURE**

TENANT

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

By: \_\_\_\_\_

Name: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

## **EXHIBIT A**

### **DAVE ULLIN OPEN WATER MARINA RULES AND REGULATIONS**

#### **1. Introduction**

##### **a. Purpose**

The purpose of the rules and regulations contained herein is to promote the safe and efficient operation of the City's Dave Ullin Open Water Marina.

##### **b. Application**

These rules and regulations shall apply to all users of the City's Dave Ullin Open Water Marina.

##### **c. Authority of the City of Bainbridge Island Police Department**

The City Manager has delegated to the City of Bainbridge Island Police Department the responsibility for the enforcement of these rules and regulations.

All users of the City's Dave Ullin Open Water Marina shall comply with the directions of the officers of the City of Bainbridge Island Police Department with regard to compliance with the rules and regulations adopted herein.

##### **d. Enforcement**

Violators of these rules and regulations shall be subject to administrative action that may include, but is not limited to, termination of the Moorage Rental Agreement, impoundment of the Vessel, and/or referral to the City of Bainbridge Island Police Department.

Members of the general public who violate these rules and regulations will be asked to leave the marina. Violations of civil and/or criminal statutes will be reported to the City of Bainbridge Island Police Department.

##### **e. Applicable Statutes**

Users of the City's Dave Ullin Open Water Marina shall be subject to all applicable municipal, county, state, and federal laws and regulations.

#### **2. Security, Safety, Department**

##### **a. Tenant/User Responsibility**

All Tenants and users of the Dave Ullin Open Water Marina are responsible for the safe and lawful conduct of themselves, their dependents, and guests. The City of Bainbridge Island Police



Department may take action necessary to ensure the safe and lawful conduct of marina Tenants and users.

### **b. Safety Equipment**

Users are to familiarize themselves with the location of safety systems and equipment in the area of their moorage. All Vessels are required to meet United States Coast Guard safety equipment regulations. This includes fire extinguishers with enclosed fuel tanks and life rings for Vessels over 16 feet.

### **c. Vessel Tie-Up**

Tenants are required to keep no more than 10 foot of bow line in good condition securing their Vessel to the mooring buoys.

### **d. Security**

Tenants should report to the City of Bainbridge Island Police Department any incidents of security or possible or potential damage to Vessels or to other parts of the marina facilities. This includes unauthorized persons on mooring buoys, possible theft, suspicious behavior, unsafe practices, or any other incidents that threaten the safety and security of the open water marina community.

### **e. Housekeeping**

All Tenants are responsible for the appearance and cleanliness of their assigned moorage area. Any items located on deck must be secured to the Vessel. Oily rags, open paint containers, or other items that may constitute a fire or environmental hazard are prohibited on decks.

### **f. Tenant Dinghies**

Dinghies may be in the water as long as Tenants remain in compliance with the maximum length designation for their assigned mooring buoy in the Dave Ullin Open Water Marina and, in general, Tenants may tie up one dinghy to the City dock without charge or registration. Tenants are asked to be respectful of the need to maintain public access, and to minimize extended use of the City dock, particularly during times when there is a higher volume of public activity. During the months of May through August, and as needed throughout the year, the City's designee may determine that Tenant dinghies at the City dock interfere with other activities and may ask that Tenant dinghies be consolidated on a single cleat or removed from the City dock. Tenants are expected to comply with requests in these situations.

### **g. Vessels in Danger of Sinking**

The City of Bainbridge Island Police Department may arrange to have any Vessel pumped out that, in the opinion of the officer, is in danger of sinking, and the costs thereof may be charged to the Tenant. The City shall incur no liability in reference to the above action. While the City shall make a reasonable effort to limit loss to such a Vessel and equipment as well as contact the Tenant that the Vessel is in danger of sinking, the City shall not accept the Vessel for storage and shall not incur any liability in the event of sinking or damage resulting therefrom.

Tenants shall be responsible for clean-up costs and environmental damage caused as a result of oil/fuel discharge from sinking or sunk Vessels.

## **3. Special Items**

### **a. Pets**

All pets must be kept on a leash, or otherwise physically restrained, when not on the Vessel. Pet owners are responsible for picking up and properly disposing of pet waste. Noise or other disturbance by pets will not be tolerated.

### **b. Right of Inspection**

The City reserves the right to inspect any of the leased premises at any time and any Vessel with twenty-four (24) hours' advance notice to the Tenant. The right of inspection is limited to the enforcement of the terms of this Agreement.

### **c. Emergency Access**

In the case of an emergency or to prevent casualty or a potential hazard, a Tenant shall allow the Harbormaster or designee free access at any time to the Vessel or the Tenant's tackle for inspection, firefighting, mooring, or moving of the Vessel.

### **d. Washington State Registration**

All Vessels moored in the marina must display proof of current Washington state vessel registration as prescribed by Washington state law.

### **e. Fireworks**

Fireworks and their use are not permitted in any area of the Dave Ullin Open Water Marina including all public access areas.

#### **4. General Terms**

##### **a. Noise and Behavior**

Excessive noise and behavior that may create a nuisance or disturb other Tenants will not be allowed. Air-cooled generators will not be allowed.

##### **b. Seaworthiness**

Vessels moored in the City's Dave Ullin Open Water Marina must be seaworthy. To this end:

- i. Vessels moored in the Dave Ullin Open Water Marina may not have openings above the waterline that cannot be secured to the sea. This rule may be relaxed, at the discretion of the City, during periods of maintenance as allowed by these rules.
- ii. All Vessels moored in the marina must be seaworthy, and able to get underway at any time on their own power including sail power for immediate cruising in local waters.

##### **c. Rafting**

Seaworthy guest vessels may raft to a Tenant's Vessel for a period not to exceed forty-eight (48) hours, provided the guest registers with the City of Bainbridge Island Police Department upon arrival and the configuration in which the vessels will be rafted is approved. No rafting of guest vessels is allowed where, in the opinion of the City, the rafting would pose a danger to one or more Tenants moored in the Dave Ullin Open Water Marina.

## **EXHIBIT B**

### **WASTE MANAGEMENT PLAN REQUIREMENTS AND BEST MANAGEMENT PRACTICES**

The City is committed to preserving and enhancing the environment through proper management of activities at the City's Dave Ullin Open Water Marina. In accordance with Washington State Department of Ecology guidelines, United States Coast Guard regulations, and the Federal Clean Water Act, the City has established these Waste Management Plan Requirements and Best Management Practices to further the goal of safekeeping our harbors and the marine environment. See also, Exhibit C, *Best Management Practices (BMPs) for Pollution Prevention, Open Water Moorage and Anchorage Area*.

#### **1. Bilge Water Management and Fueling Practices**

- a. The discharge of contaminated bilge water is illegal. Do not discharge bilge water that is contaminated with oil, detergents, antifreeze, or bilge cleaners. The fine for discharging oil from your bilge can be as high as \$20,000 per day per violation. Use oil absorbent bilge pads or pillows in your Vessel's bilge to soak up oil and fuel. In an emergency, contact 911 for assistance.
- b. Prevent oil contamination of bilge water. Do not drain oil into the bilge. Fit a tray underneath the engine to collect drips. Put a couple of pads in the pan to make cleanup easier. Keep the bilge area as dry as possible. Fix all fuel and oil leaks in a timely fashion.
- c. Do not use detergents or soaps on fuel, oil, or bilge water that is otherwise contaminated. While enzyme-based bilge cleaners are generally safe to use, it may take some time before the oil sheen is gone. It is best to remove contaminated water and dispose of it appropriately at on-shore facilities. The discharge of emulsified oil is a violation of state law. Use absorbent pads.
- d. 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).

#### **2. Gray Water Management**

Tenants are required to minimize the generation of gray water onboard and to utilize shoreside facilities. Use sink screens or strainers and dispose of strained waste in the garbage. Limit the use of soap and detergent for washing dishes. Use small amounts of phosphate-free and biodegradable soaps, if cleaners are used. No visible suds or discoloration of the water are permitted. Otherwise, use alternatives such as baking soda or vinegar as all-purpose cleaners. Contain discharge from onboard showers and dispose of it at the pump station. Discharge of laundry water into the harbor is prohibited. Remember that there is no legal discharge of any soaps, detergent, or cleaners into our waters. For further gray water management opportunities, Tenants and guests are encouraged to:

- a. Contain all gray water and use self pump-out stations located at the City dock.
- b. Use shoreside sanitation facilities located in Waterfront Park.
- c. Use shoreside shower facilities.
- d. Utilize a pump-out service and complete pump-out logs or keep a record of your Vessel pump-out services.

### **3. Sewage Management**

The discharge of sewage within the Dave Ullin Open Water Marina, including treated sewage, is prohibited. The City requires each Tenant to regularly pump out their Vessel. If a Vessel has no holding tank, the Tenant is required to dispose of such waste from the Vessel upland as described in these Best Management Practices.

The City will identify and document the type of Marine Sanitation Device (“MSD”) for each Vessel in the Dave Ullin Open Water Marina. Based on the MSD, the City will require the appropriate method of disposal. Vessels without holding tanks will be required to wire shut or lock their Y-valves. Physical inspection of wired or locked valves will be accomplished by the Harbormaster or designee physically boarding the Vessel and inspecting the locked valve on a yearly basis. The Harbormaster or designee shall document the date, time, Vessel number, and method of disposal and keep such information in an organized, orderly manner that clearly documents sewage disposal for each Vessel. This information shall be available upon request by the Washington State Department of Natural Resources and/or the Kitsap County Health District.

For Tenants using the City pump, the Tenant must dispose of waste at least twice monthly and document disposal by recording pump readings before and after pumping and signing the pump log. If a sewage pump-out service is contracted, the City shall get a receipt directly from the pump-out service documenting which Vessels have been pumped out, and documenting the date, time, Vessel number, and method of disposal. This information shall also be kept in an organized, orderly manner that clearly documents sewage disposal for each Vessel. This information shall be available upon request by the Washington State Department of Natural Resources and/or the Kitsap County Health District. Tenants are required to:

- a. Contain all black water (sewage).
- b. Use self pump-out stations located at the City dock or utilize a pump-out service .
- c. Complete pump-out logs or keep a record of your Vessel pump-out services.

#### **4. Garbage Management Plan**

The City requires Tenants of the Dave Ullin Open Water Marina to dispose of their garbage upland. The City shall post signs designating garbage dumping locations.

#### **5. Hazardous Chemicals, Cleaners, and Waste**

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

#### **6. Waste Oil**

Do not dispose of any waste oil or used filters in the garbage dumpsters. Contact Bainbridge Disposal at (206) 842-4882 for further information.

#### **7. Spill Prevention and Response**

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

#### **8. Vessel Repair Activity**

- a. Painting, scraping, and refinishing of Vessels, when in the water, is limited to minor touch ups and minor repairs. Such work is defined by the Washington State Department of Ecology as being limited to the Vessel's superstructure, deck, and hull above the waterline and must not exceed 25% of the Vessel's surface above the waterline. Extensive repair work must occur in a commercial, permitted, boatyard.
- b. Any minor repair, painting, scraping, and refinishing must employ a containment barrier which prevents debris from entering the water and/or docks. All paint mixing must be done with the can(s) placed inside secondary containment that will catch spillage. Paint

cans used in the dock area shall be as small as feasible, but in no case larger than one-gallon in size.

- c. Do not work from a float or small boat alongside of your Vessel.
- d. Vessel repair or storage of equipment or supplies is not allowed on the City dock or in Waterfront Park.
- e. Vessel hulls painted with sloughing or ablative anti-fouling paints and tin compounds (soluble “soft paints”) shall not be scrubbed or cleaned in the Dave Ullin Open Water Marina by divers or with underwater scrubbing devices. Approved haul-out facilities or boatyards must be used for cleaning of Vessel hulls with these coatings. Mechanical devices or scrapers, or any process that removes paint underwater, may not be used. If your Vessel is not painted with a sloughing or ablative paint, hull cleaning is not prohibited by the Washington State Department of Ecology (“DOE”); however, during the cleaning process, any turbidity, oil sheen, or discoloration that is discharged into the receiving water is a violation of DOE standards, including as set in chapter 90.48 RCW, and is prohibited. The potential for pollution in violation of Washington state law has led the City to strongly recommend that all hull cleaning be conducted in a permitted boatyard where contaminants are treated and disposed of properly.
- f. Divers are not allowed to leave any sort of material in the water including film, debris, or zinc.
- g. Contractors must dispose of their own waste off site. The Dave Ullin Open Water Marina is not permitted to handle hazardous wastes generated by commercial operators or maintenance contractors.
- h. These policies apply to Tenants, vendors, and employees.

## **9. Vessel Cleaning**

Scrub and rinse your Vessel 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 is 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.

## **10. Vessel Launch**

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

## 11. Important Phone Numbers

### Emergency Response

Fire/Police 911

Bainbridge Island Police Department (206) 842-5211

### Oil Spills

National Response Center (800) 424-8802

Washington State Spill Hotline (800) OILS-911

(800) 645-7911

### Hazardous Waste Management

Bainbridge Disposal (206) 842-4882

9423 NE Business Park Ln

Bainbridge Island, WA 98110

Olympic View Transfer Station (360) 674-2297

9380 SW Barney White Rd

Bremerton, WA 98312

Kitsap County Health District (360) 337-5235

Washington Department of Ecology 1-800-RECYCLE

(800) 732-9253



## EXHIBIT C

### BEST MANAGEMENT PRACTICES (BMPs) FOR POLLUTION PREVENTION DAVE ULLIN OPEN WATER MOORAGE AND ANCHORAGE AREA

<b><i>Deck</i></b>
<ul style="list-style-type: none"><li>• <i>Wash often with water only.</i></li></ul>
<ul style="list-style-type: none"><li>• <i>Use “green” products .</i></li></ul>
<ul style="list-style-type: none"><li>• <i>Spot clean only with harsh products.</i></li></ul>
<ul style="list-style-type: none"><li>• <i>Use “scupper stoppers” when cleaning.</i></li></ul>
<ul style="list-style-type: none"><li>• <i>Overboard discharge from decks is prohibited.</i></li></ul>
<b><i>Galley</i></b>
<ul style="list-style-type: none"><li>• <i>Use sink strainers.</i></li></ul>
<ul style="list-style-type: none"><li>• <i>Scrape plates into trash receptacles prior to washing.</i></li></ul>
<ul style="list-style-type: none"><li>• <i>Garbage disposal use is discouraged.</i></li></ul>
<ul style="list-style-type: none"><li>• <i>Use “green” products.</i></li></ul>
<ul style="list-style-type: none"><li>• <i>Upland facility use is encouraged.</i></li></ul>
<ul style="list-style-type: none"><li>• <i>In-port use of sink should be minimized.</i></li></ul>
<b><i>Shower</i></b>
<ul style="list-style-type: none"><li>• <i>Use automatic shut-off valves.</i></li></ul>
<ul style="list-style-type: none"><li>• <i>Use “sea-showers.”</i></li></ul>
<ul style="list-style-type: none"><li>• <i>Use drain-strainers.</i></li></ul>
<ul style="list-style-type: none"><li>• <i>Use “green” products.</i></li></ul>
<ul style="list-style-type: none"><li>• <i>Use clean showers at upland facilities.</i></li></ul>
<b><i>Laundry</i></b>
<ul style="list-style-type: none"><li>• <i>Use upland facilities.</i></li></ul>
<ul style="list-style-type: none"><li>• <i>On-board laundry is prohibited.</i></li></ul>