

**WRANGELL MARINE SERVICE CENTER (WMSC)
FACILITY USE AGREEMENT**

THIS AGREEMENT IS INTENDED FOR OUR “DO-IT-YOURSELF” USERS – BOTH PRIVATE OWNERS AND BUSINESS VENDORS/CONTRACTORS USING THE FACILITY TO WORK ON VESSELS OWNED BY THIRD-PARTIES.

BY SIGNING THIS AGREEMENT, YOU ARE AGREEING TO ALL THE TERMS AND CONDITIONS DESCRIBED HEREIN, AND ARE AGREEING TO FULLY COMPLY WITH THE SAME. FAILURE TO DO SO WILL RESULT IN THE IMMEDIATE TERMINATION OF YOUR RIGHT TO USE THIS FACILITY.

A. BASIC YARD RULES AND REGULATIONS

- 1. ALL FACILITY USERS MUST BE APPROVED AND HAVE A WRITTEN WMSC FACILITY USE AGREEMENT ON FILE WITH THE HARBOR DEPARTMENT.**
2. Users are fully liable for damage caused by them to their own vessels, vessels in their care, vessels belonging to third-parties, Yard property, and the environment. The Harbor Department and/or City and Borough of Wrangell specifically reserves the right to prevent or stop any work being performed by a user of the facility that is hazardous to other people, other vessels, or the environment.
3. **Proof of Insurance Coverage:** Prior to commencement of any maintenance or repair activities at the WMSC, persons engaged in the following activities: welding, oxy-acetylene cutting or any type of open flame work; boom truck activities or forklift activities; commercial spray painting; fibreglassing or structural boat work shall provide the Borough with certificates of insurance and/or policies, acceptable to the City and Borough of Wrangell, as described below.
4. Vehicles must be kept close to the vessel or work site and out of the way of yard equipment. Yard equipment, such as mobile boat lift, hydraulic trailers, loader and forklifts, have the right of way.
The vehicle speed limit is TEN (10) miles per hour.
5. Children under the age of 14 must be accompanied by an adult.
6. Dumpsters will be provided by the Harbor Department upon request. The pickup fees are the responsibility of the boat owner. Dumpsters are for small items and debris. All garbage and debris need to be in garbage bags prior to being placed in the dumpsters. Large items are the responsibility of the vessel owner and need to

be hauled to the landfill or an off-site location. If owner has no vehicle, they need to make arrangements to have items hauled.

7. Clean up of area due to accidental spills or acts of nature, (for example, but not limited to, wind storms) will have precedence over work. Stop activity immediately to clean up, and then proceed with work.
8. Vessel owners need to provide necessary project tools. The Harbor Department does not provide equipment or tools.
9. Pre-arrange things such as pressure washers and workers to help expedite the process.
10. Living or sleeping aboard vessels while in the yard is limited to 14 days with permission from Harbormaster.
11. Launches require a 24 hour notice.
12. Cancellations within one (1) hour of scheduled launch or haul time may result in a cancellation fee of \$300.00.
13. Any and all equipment supplied or provided by you, must comply with all local, State and Federal laws and regulations.
14. User agrees to comply with all local, State and Federal laws and regulations.

B. BOATYARD USER REQUIRED BEST MANAGEMENT PRACTICES

It is the City and Borough of Wrangell's goal to ensure that use of this facility is done in an environmentally responsible manner. Towards that goal, users are required to follow Best Management Practices (BMP'S) at all times, designed to prevent or reduce the discharge of pollutants into surface or ground water.

IN THE EVENT THE HARBOR DEPARTMENT DETERMINES THAT THE BMPS ARE NOT BEING FOLLOWED, THE PROJECT IN QUESTION WILL BE SHUT DOWN UNTIL IT IS DETERMINED THAT THE PROJECT IS IN COMPLIANCE WITH THE BMPS.

1. General Practice BMP's

- a) 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.

- b) Vessels entering yard must be placed on a tarp. Vessel owner is responsible for providing a tarp large enough for their vessel.
- c) You must tarp under the vessel to catch all debris and dust from such activities as sanding, grinding, scraping, painting, wood planing, or any other activity which may contaminate the soil.
- d) All items from project must be kept on the tarp. Piling debris off of tarp will not be allowed. Oily or greasy items (for example, but not limited to, engines) must be on pallets, and totally covered by a tarp to keep the rain off.
- e) Tarps must be swept and the debris deposited into the dumpster. Alternatively, you may dispose of 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.
- f) All used sandpaper, cans, brushes, etc. must be cleaned up and deposited in the dumpster. We recommend you do this at the end of each day.
- g) All spray painting, sandblasting, and sanding shall be controlled with structures or drapes to the maximum extent to minimize the spreading of wind blown materials. The local air quality authority may have additional requirements beyond these minimal requirements
- h) At times, windy conditions will force some activities to be delayed until containment can be effective.
- i) Airborne pollution is not permitted from any maintenance activity.
- j) Do not shift or move boat stands. Only Harbor Personnel are allowed to move boat stands.
- k) City and Borough of Wrangell invoices must be paid before a vessel can be launched. Cash, checks and Visa or MasterCard are accepted.
- l) The yard gates are open between 7:00 am and 9:00 pm October through March and 7:00 am and 11:00 pm April through September, seven days a week.
- m) Customer vehicles must be kept next to the project site or outside the gate. No unattended vehicles allowed.

2. Boat Bottom Cleaning

- a) Pressure washing shall only take place over the washdown pad and washdown water collection system. All other boat washing activities must first be approved by Harbor Personnel. All wash water must be collected and deposited in the washdown water collection system.
- b) Clean up the wash-down area after pressure washing.

3. Sandblasting

- a) Projects being sandblasted will be controlled with structures or tarps to the maximum extent practical.
- b) Sandblasting site must be cleaned daily.
- c) Sandblasting material must be swept or vacuumed. No water will be allowed to clean up sandblasting debris.
- d) All sandblasting material, new and used must be kept contained off of the ground and covered from rain to prevent being introduced to the environment.
- e) All sandblasting debris must be disposed of according to State and Federal Regulations.

4. Paint Management

- a) 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.
- b) Drip pans, drop cloths, tarpaulins or other protective devices shall be required for all paint mixing and solvent use operations.
- c) Paint cans shall be kept in drip pans with drop cloths or tarps underneath the drip pan.
- d) Paint and solvent spills shall be treated as oil spills and shall be prevented from reaching the ground, in order to avoid the spills reaching the storm drains and subsequently discharge into the water.

- e) Anti-fouling paints containing tributyltin (TBT) are prohibited from use on any vessel. Exception per Alaska Statute is as follows: slow-leaching TBT-based marine antifouling paint may be imported into and sold in the state. A slow-leaching TBT-based marine antifouling paint may be applied in the state only to aluminum vessel hulls and lower outboard drive units.
- f) Empty cans must be allowed to dry, and then thrown into dumpster.
- g) Projects being spray painted will be controlled with structures or tarps to the maximum extent practical.

5. Toxic Materials Storage

- a) Solid chemicals, chemical solutions, paints, oils, solvents, acids, caustic solutions and waste materials, including used batteries and their contents shall be stored in a manner which will prevent 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.
- b) Keep all hazardous materials in the original container. Make sure the container labels remains in place. Keep the containers in areas where they will not get knocked over. Keep the containers in areas that have good ventilation.
- c) Keep all containers out of the reach of children.
- d) Incompatible or reactive materials shall be segregated and securely stored in separate areas that prevent mixing of chemicals.
- e) Waste liquids and excess chemical products shall be stored under cover such as tarps or roofed structures. 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.

6. Bilge Water and Waste Oil

- a) Bilge pumps must be turned off prior to being hauled out of the water.
- b) Boat owners wishing to pump bilges must contact Harbor Personnel for assistance. Harbor Personnel will determine if water can be discharged into the washdown water collection system and

if not, owner will be responsible for collection and disposal according to State and Federal Regulations.

- c) No discharge of oil to the water or ground is permitted. The Harbor Department has provided used oil tanks along the waterfront. Please use them to dispose of your waste oil only.
- d) In the event of an accidental discharge of oil into waters or onto land, the Harbor Department staff should be notified immediately.
- e) 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.
- f) 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.
- g) 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.

7. Long Term Storage

- a) Long term storage is limited to 24 consecutive months pursuant to ordinance no. 871: 14.09.110 Idle Vessel Removal. **No vessel will be allowed to remain in the Wrangell Marine Service Center for longer than 24 consecutive months and such vessel is thereafter subject to impoundment and sale per sections 14.13.005-.060.**
- b) Long term storage rate DOUBLES after 12 consecutive months.

C. INDEMNIFY/HOLD HARMLESS AGREEMENT

The user agrees to defend, pay on behalf of, indemnify and hold harmless **the City and Borough of Wrangell**, its elected and appointed officials, employees, volunteers, and others working on behalf of the City and Borough of Wrangell against any and all claims, demands, lawsuits, liabilities or losses, including costs and attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City and Borough of Wrangell, its elected and appointed officials, employees, volunteers or others working on behalf of the City and Borough of Wrangell, by reason of person injury, including bodily injury or death, property damage, including loss of use thereof, and environmental damage or liabilities, which arises out of or is in any way connected or associated with the use of this facility or property of the City and Borough of Wrangell by the User, its employees, agents, or contractors.

It is specifically understood by the undersigned that the City and Borough of Wrangell is not responsible for any loss, damage, or injury arising out of work while within the WMSC or on the respective vessel.

SIGNED: _____ **Date:** _____
IF SIGNING ON BEHALF OF A BUSINESS ORGANIZATION, THE USER MUST
SUPPLY PROOF OF AUTHORITY TO BIND THAT BUSINESS ORGANIZATION.

D. INSURANCE REQUIREMENT FOR VENDORS/CONTRACTORS AND SMALL BUSINESS OWNERS ENGAGED IN CERTAIN ACTIVITIES

Any user engaged in the following activities: welding, oxy-acetylene cutting or any type of open flame work; boom truck activities or forklift activities; commercial spray painting; fiberglassing; or structural boat work, by his or her signature below, certifies that he or she, or their business, holds the following insurance policies and that such policies comply with all applicable local, state or federal laws:

1. **General Liability Insurance;**
2. **Motor Vehicle Liability Insurance** (for individuals engaged in boom truck or forklift activities);
3. **Workers Compensation Insurance** (where appropriate).

Proof of insurance must be provided prior to commencement of any work on WMSC property.

BY MY SIGNATURE BELOW, I AM AGREEING TO ALL THE TERMS AND CONDITIONS DESCRIBED HEREIN, AND ARE AGREEING TO FULLY COMPLY WITH THE SAME. I UNDERSTAND THAT FAILURE TO DO SO WILL RESULT IN THE IMMEDIATE TERMINATION OF ANY RIGHT I MIGHT HAVE TO USE THIS FACILITY. I HEREBY ACKNOWLEDGE THAT I HAVE FULLY READ, THAT I UNDERSTAND, AND DO AGREE TO ABIDE BY THE WRANGELL MARINE CENTER FACILITY USE AGREEMENT.

I further understand and acknowledge by my signature that the City and Borough of Wrangell is not responsible for damage or loss to vessel or articles left in or attached to the vessel in case of fire, theft, accident, inclement weather or any other cause beyond its control.

Printed Name: _____

Signature: _____

Street Address: _____

City/ State/ Zip: _____

Phone number: _____

APPROVAL: THE CITY AND BOROUGH OF WRANGELL

APPROVED BY: _____ Date: _____