

PORT OF BELLINGHAM  
*Washington State*

March 18, 2013

Letter #4

Dear Boathouse Owner:

As you are aware, you have been receiving a series of letters from the Port advising you on the progress the Marina Advisory Committee (MAC) sub-committee has been making on the proposed changes to the Harbors' Rules, Regulations, and Procedures (Rules & Regs) affecting condo-style boathouses in both Blaine and Squalicum Harbors. A copy of the draft policy is included for your review and comment. The proposed changes are being presented as a draft boathouse policy that will eventually be adopted into the Rules & Regs. This is the fourth letter being sent to inform you of the discussions that were held at the MAC meeting on March 12, 2013, and to advise you of upcoming discussions that will be scheduled at the next MAC meeting on April 9, 2013.

The third letter of the series, sent earlier this month, informed you of three issues that MAC wanted to review further prior to making a recommendation. Those issues were discussed at the MAC meeting and are summarized below.

- 1) Organizing Agreement- Prior to the next MAC meeting in April, the MAC sub-committee will be meeting to review a draft organizing agreement to meet the Port's new requirement.
- 2) Insurance Requirement- Port Staff will make changes to the insurance language based on the MAC's recent input.
- 3) Sprinkler System- At the request of the condo-style boathouse owners, the Port is soliciting for proposals to conduct a technical study on supplying the water line to feed the sprinkler system for condo-style boathouses in Squalicum Harbor.

The MAC received a copy of the draft boathouse policy at the last meeting and will be reviewing the draft policy before their next meeting on April 9, 2013. Also at the April meeting, Port Staff will bring back another draft with revisions to the insurance requirements for the committee to review. Port Staff will be asking for a recommendation from the MAC at this meeting.

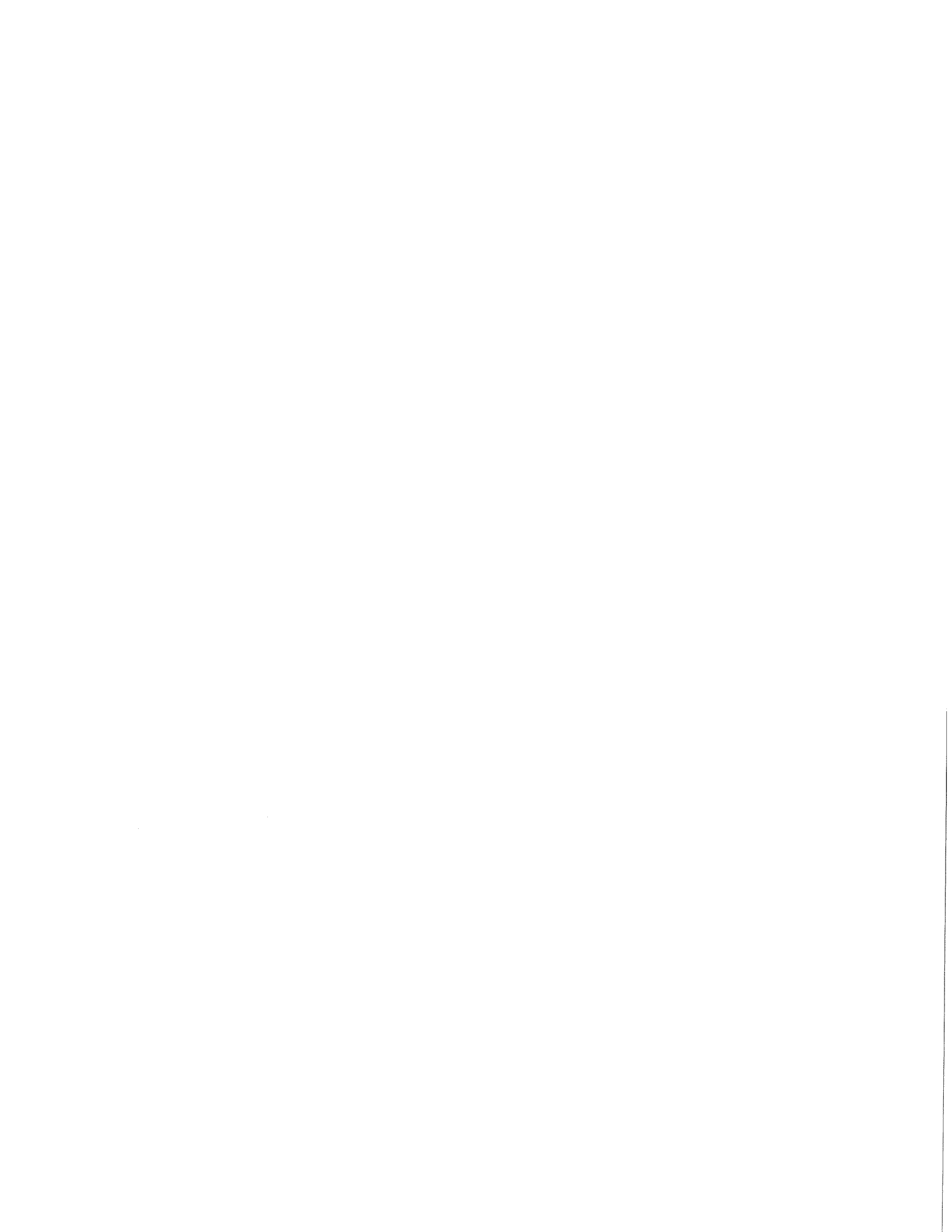
If you would like to provide comments and/or suggestions on this proposed policy, please send them to me at [pamt@portofbellingham.com](mailto:pamt@portofbellingham.com) and I will forward those onto the MAC. If you would like to attend the next Marina Advisory Committee meeting, it is scheduled for April 9, 2013 at 6pm at the Squalicum Harbor Office.

Regards,  
Pam Taft

Special Projects Administrator

Port of Bellingham

cc: Dan Stahl  
Chris Tibbe  
Andy Peterson



**New Port Ops Language  
New Code Language per Bellingham Municipal Code  
Working Draft - 12 March 2013**

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**1. INTRODUCTION**

**1.3 DEFINITIONS**

- D. Individual Boathouse and Multiparty Boathouse: A Boathouse (both individual and multiparty) is an independently floating structure which is capable of being moved on water, but is typically moored to a float system which is connected to Port float system and covers or encloses a Vessel or Vessels moored in a Slip. A Multiparty Boathouse is a Boathouse that covers or encloses more than one Vessel moored in adjacent Slips. An Individual Boathouse covers or encloses only 1 Vessel.

(It is noted that in the City of Bellingham Ordinance # 2012.09.044, Section 4502, 'Definitions', the term "Condominium Boathouse" is used instead of Multiparty boathouse.)

- E. Boathouse Owner: The owner of an Individual Boathouse or the collective owners of a Multiparty Boathouse. The Boathouse Owner must be an individual or a Boathouse Organization (as defined herein) duly registered in the State of Washington.
- F. Float: A floating structure normally used as a point of transfer for passengers and goods, or both, and for mooring purposes.
- G. Boathouse Organization: A legal entity properly registered in the State of Washington that owns a Multiparty boathouse.
1. Multiparty Boathouse Agreement: An agreement (which is separate from a moorage agreement) that is between the Boathouse Organization and the Port of Bellingham.

**2.3 MOORAGE & FACILITIES**

- J. **Boathouse Moorage:** Boathouses (individual and multiparty) are billed pursuant to Moorage Tariff No. 1. .
1. Multiparty Boathouse Owners must form and maintain a Boathouse Organization acceptable to the Port (i.e. partnership, association, LLC, etc.), and submit evidence, in the form of a certificate of registration and evidence of annual renewal from the Washington Secretary of State.  
Persons with an interest in Multiparty Boathouses will be given until January 1, 2014 to meet these requirements.
- a. Boathouse Organization must formally appoint one person to act as the contact person for the Port to address Port related issues pertaining to the Multiparty Boathouse.

- b. Boathouse Organization must provide an address where notice from the Port can be mailed and agree that posting of notice on the entrance point of the Multiparty Boathouse together with mailing to the specified address and to each Moorage Tenant in the Multiparty Boathouse constitutes notice to the Boathouse Organization and the Multiparty Boathouse owners.
- c. Moorage Agreements are required for the vessel mooring inside a Boathouse or Multiparty Boathouse and will remain between the individual boathouse tenants and the Port.
- d. Each Individual Boathouse Owner and Boathouse Organizations is required to execute a Boathouse Agreement. For Multiparty Boathouses each individual boathouse owner must also sign the Boathouse Agreement as a personal guaranty.
- e. Individual Boathouse Owners and Boathouse Organizations must obtain and maintain insurance naming the Port as "Additional Insured" under the policy pertaining to the Boathouse.
- f. All Boathouses must comply with all applicable building and fire codes and all applicable.
- g. Boathouses must be kept in a reasonable state of repair (as solely determined by the Port), consistent with all applicable federal, state, City of Bellingham and Harbors' Rules Regulations and Procedures.
- h. The Port will furnish electricity, potable water, and a phone connection to the outside of a Boathouse at which point the Individual Boathouse Owner or the Boathouse Organization will be responsible for obtaining proper permits to connect to it and maintaining all systems from the point of connection inward to the Boathouse. The temporary interruption of these services shall not be the basis of any claim against the Port.
- i. The Port may disconnect electrical service to any Boathouse where the Port, in its sole discretion, determines that continued connection is unsafe or where the electrical system in the Boathouse is not in compliance with applicable code. Any damage resulting from the disconnection will be at the sole risk and expense of the boathouse owner.

2. All Vessels must fit within its respective Boathouse. Vessels will be allowed to overhang out to the piling if permission is granted in writing by the Harbormaster.
3. Modifications to a Boathouse must be approved in advance by the Port and Boathouse Owner or Boathouse Organization must follow all applicable permitting requirements.
4. Liveaboards are prohibited from living on a vessel inside a Boathouse.
5. Boathouse Owners can sub-assign their Boathouses or space inside a Multiparty Boathouse as follows:
  - a. The sub-assignee must fill out a moorage agreement with the Port of Bellingham and provide current vessel registration and a certificate of vessel insurance which meets the Port's insurance requirement.
  - b. The Boathouse Owner will ensure the vessel carries insurance pursuant to the Rules, Regulations and Procedures.
  - c. All applicable moorage fees shall remain the responsibility of the Boathouse Owner.
  - d. The Boathouse Owner ensures the sub-assignment abides by all Harbor Rules, Regulations and Procedures.
6. During the sale of a Boathouse or an interest in a Multiparty Boathouse, Moorage charges will remain with the Moorage Tenant until such time the Port receives proof of ownership transfer to the Port with a signed Bill of Sale or other legal document of title transfer, proof of insurance, and a completed Moorage Agreement with current copy of vessel registration/documentation. For Multiparty Boathouses the Moorage Agreement will not be changed until the Port receives proof of the transfer of interest in the Boathouse Organization,
7. To prevent hazards created from falling snow/ice, removal of snow build-up from rooftops of boathouses will be the responsibility of the Boathouse Owner.
8. Boathouse Owners and Boathouse Organizations, upon request, will provide access to their boathouses for the purpose of emergency access as well as fire, safety, and environmental inspections. The Port may require that a key for each Boathouse be provided to the Port. However, the Port has no duty to inspect the Boathouses or to respond to any emergency.

9. The Port requires that all Boathouse Owners and Boathouse Organizations (in the case of Multiparty Boathouses) carry and maintain liability (or casualty) insurance on the boathouse structure. Insurance for Individual Boathouses shall be maintained at a minimum of \$1 million for liability for property damage and death and/or bodily injury. Insurance for Multiparty Boathouses shall be maintained at a minimum of \$5 million for liability for property damage and death and/or bodily injury. All Boathouse Owners and Boathouse Organizations are required to provide evidence of insurance by submitting a certificate of insurance naming the Port as certificate holder. It is the responsibility of the Boathouse Owner and Boathouse Organization to supply the Harbor Office with a current insurance certificate each year.
10. Should a Boathouse, through any method or means, cause destruction or damage to any other boathouse, vessel, and person or other properties in the marina, the Boathouse Owner shall bear sole responsibility and liability for resulting damages.
11. In the event of damage to or destruction of any Boathouse by fire or other casualty which renders the boathouse unusable or unsafe (as determined by the Port), the Boathouse Owner shall at the direction of the Port either (i) promptly remove the boathouse and all personal property or (ii) be responsible for all costs incurred by the Port to remove, the boathouse and all personal property. In the event of such an occurrence, the Port will endeavor to, but not obligated to, provide regular non-covered alternate moorage for the tenant's boat for a period of time reasonable determined by the Port.
12. Failure of a Boathouse Owner to abide by the terms and conditions of these Rules, Regulations, and Procedures, or failure to pay moorage fees, storage rental fees or any other fee charged by the Port by the due date shall constitute a default under the terms of this Assignment. A default under this Assignment shall constitute a default under any other lease or agreement Moorage Tenant has with the Port. Failure of the Boathouse Organization to comply with all the terms and conditions of the Boathouse Agreement will be considered a default in the moorage under any other lease or agreement that each Boathouse Owner has with the Port.
13. Moorage Agreements will be between the Port and the legal owner of the vessel.
14. All Boathouses will comply with all applicable building and fire codes and Harbors' Rules, Regulations, and Procedures. At Squalicum Harbor, it is the responsibility of the Boathouses to be in compliance with Bellingham Municipal Code 4501