



WHITTIER BOAT HARBOR
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WHITTIER BOAT HARBOR POLICY & PROCEDURES RULES & REGULATIONS

Gateway to Prince William Sound

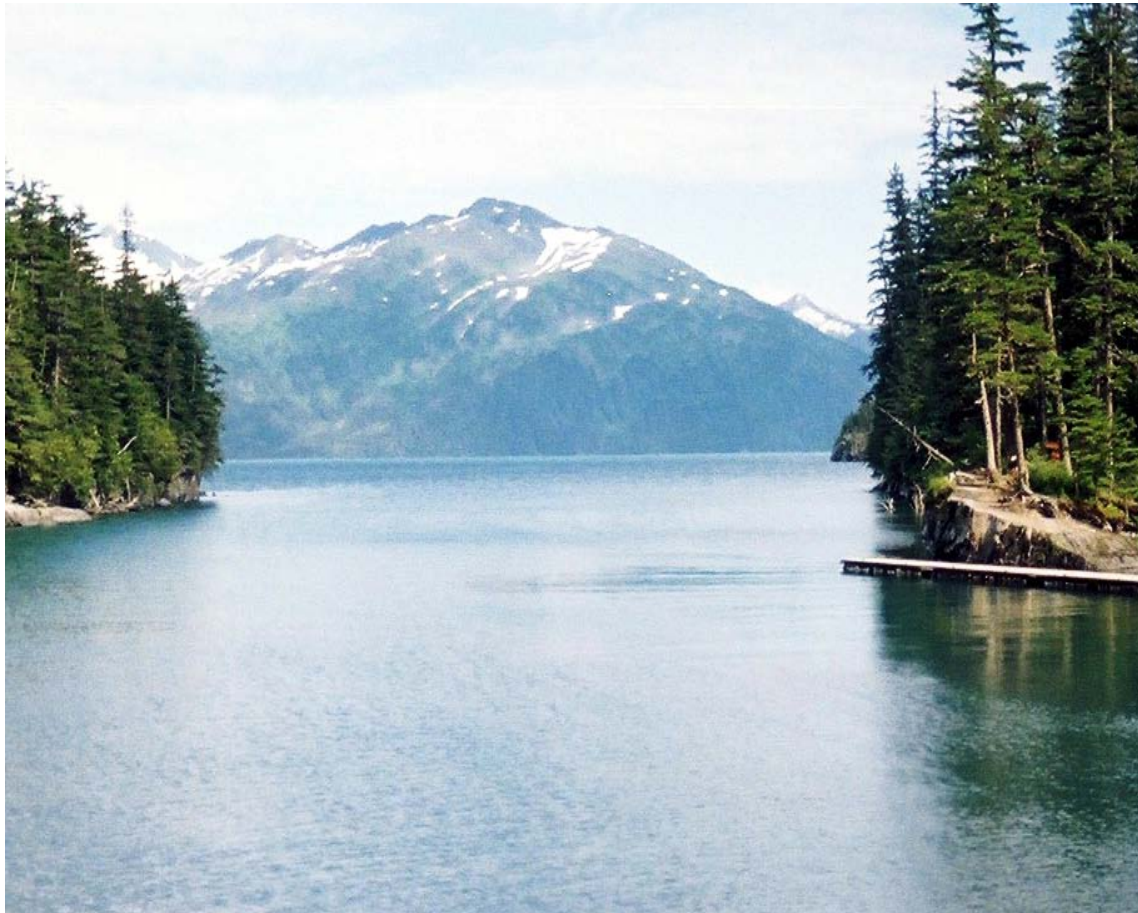


Photo by Sue Miller

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1.) PURPOSE: Make rules and regulations for the governance of the harbor, set reasonable fees for the use of the harbor facilities and harbor services. Wherever possible the rules, tariffs, and schedule of charges adhere to Title 2, Title 3, Title 10, and Title 12 of the Whittier Municipal Code. Provide for the orderly management, daily maintenance and expansion of the harbor. Protect and preserve private and public property within the harbor, the lives, safety, health and well being of persons who maintain property in the harbor, or work, fish, and pleasure boaters by safe and efficient use of the harbor. Prevent and abate navigational hazards, safety infringements and fire. Harbor usage of vessels that are derelict or a nuisance will be discouraged and prevented.

2.) IMPLIED AGREEMENT: The moorage or use or presence of any boat within the boat harbor shall constitute an agreement by the owner, operator, master or managing agent to conform to the provision of these regulations and any rule, code or order made pursuant thereto.

3.) INJURY OR DAMAGE REPORTS: Any person who is involved in an accident or incident which results in the injury or death of a person or any property damage shall immediately notify the Harbormaster and file a written report. In the event that the harbor office is closed notification shall be given to the police department. The notification shall include the name and address of the person, the type and extent of the injury or damage, the location where the accident or incident occurred, the date and time of the accident or incident and name of witnesses.

4.) HARBORMASTER: The Harbormaster is charged with the duty of enforcing all the rules and codes for Title 2, Title 3, Title 10, and Title 12 of the Whittier Municipal Code as applicable. Supervise all personnel and manage all facilities of the Whittier Boat Harbor.

The Harbormaster is a peace officer of the City of Whittier and has exclusive power to designate harbor speeds, classifications of all facilities usage and may refuse moorage, storage or facilities to aircrafts and floatplanes, floating vessels and any floating structure. The Harbormaster is authorized to direct any vehicular traffic within the harbor boundaries which includes parking and storage areas.

The Harbormaster can establish moorage agreements and supplemental, board or move any vessel within the boundaries of the Whittier Boat Harbor for reasonable cause to include emergency and/or noncompliance to the rules of the City of Whittier, State of Alaska or the Federal Government. The Harbormaster may enlist the aid of a duly authorized police officer of the city to make arrest for violation of the provisions of the code or sections thereof.

5.) DEFINITIONS: For the purpose of the Whittier Boat Harbor Regulations, Schedule of Charges and Policy. The terms defined herein have the meaning provided in Appendix A unless the context requires otherwise.

6.) SCHEDULE OF CHARGES OR FEES: The Whittier Harbor requires payment in advance or at the time of service. The Harbormaster may grant exception to persons repairing their vessel. All service and equipment fees, costs, penalty fines and facility usage rates are governed by tariffs set by the City of Whittier Council. All registration of boats, payments of moorage and other charges and other harbor facility business will be conducted at the harbor office.

7.) CHARGES AND FEES:

A schedule of mooring charges and fees shall be established by ordinance of the city council and be subject to review as occasion demands.

A.) Moorage and storage charges and other fees for the use of facilities shall be paid in advance, unless special arrangements are made in writing with the Harbormaster. Failure to register or pay such rentals or fees shall be presumed to be abandonment.

B.) The charges and fees for preferential moorage space shall be on an annual basis; from January 1st through December 31st. If the boat in question is removed from the harbor and a written agreement is made to cancel the rental agreement prior to March 1st, a prorated refund shall be authorized.

C.) At his or her discretion, the Harbormaster may charge a new renter on a prorate basis from the date of entry into the harbor.

D.) For the purpose of determining any charges or fees, boat length shall be the overall length including bowsprits, swim step or any other protrusions. For Preferential Berth Holder moorage fees, if the boat is less than the finger length or if the Berth Holder does not yet have a boat, the length of the finger for the slip size serves as a minimum.

E.) Any accounts delinquent by sixty days constitutes justification for the Harbormaster to refuse any services except emergency entrance into the harbor until such fees are paid.

8.) METHOD OF PAYMENT, PENALTIES, RESPONSIBILITY FOR CHARGES AND PREPAYMENT:

All charges for services rendered by the Whittier Boat Harbor or for the use of harbor facilities are due and payable cash in advance of such services or use as follows for all charges to the vessel from its owner or agents. See City of Whittier Tariffs.

9.) TIME OF PAYMENT, ACCEPTABLE SECURITY AND REFUND ACCESS:

Terms of payment for all applicable harbor fees and charges shall be cash in advance. A cash deposit or acceptable security in an amount equal to 125% of the estimated applicable charges shall be required to be posted with the Whittier Boat Harbor. Wherever a cash deposit has been posted, any excess thereof after satisfaction of all applicable harbor charges shall be promptly refunded by the Whittier Boat Harbor to the posting party.

10.) WAIVER OF PREPAYMENT REQUIREMENT: The Harbormaster in his or her sole discretion may waive the cash-in-advance as to all or any category or categories of its anticipated harbor charges when the party responsible for such charges has been identified as such to the satisfaction of the Harbormaster and:

A.) The party responsible has established credit worthiness acceptable to the Harbormaster.

B.) Adequate security, acceptable to the Harbor in an amount equal to 125% of the applicable estimated harbor charges has been posted.

C.) The agent requesting the harbor services or facilities usage or harbor equipment or any entity has personally accepted financial responsibility for the applicable charges.

11.) PENALTY CHARGES ON DELINQUENT ACCOUNTS: All invoices will be declared delinquent twenty-five days after the date of the invoice and, as such will be charged a penalty of 1.5% (18%APR) for each month or portion thereof that the particular invoice remains delinquent. All extra expense including legal expense, litigation cost or costs of agents employed to effect collection shall also be assessed to and payable by such accounts.

12.) SALES TAX: After March 31st and before October 1st there is a 5% consumer sales tax.

13.) CITY LICENSE: If you are conducting a business in the City of Whittier including the Whittier Boat Harbor requires you to have a City of Whittier Business License. This includes or in addition to a State of Alaska Business License.

14.) LIENS FOR UNPAID CHARGES, FEES OR SERVICES: The City shall have a lien for any unpaid rentals, fees or services. If any such rentals or fees have been unpaid for a period of sixty consecutive days after due any boat upon which such rental or fee has accrued shall be impounded and disposed of in the manner provided in the Whittier Municipal Code.

15.) MERCHANDISE LIABILITY: The City is not liable for damage to or loss of merchandise while it is on a municipal wharf or in a municipal storage area.

16.) PASSENGER USER FEES: A passenger user fee shall be assessed for every full-fare passenger loading or unloading from all commercial vessels **carrying passengers for hire** from any dock or wharfing facility within the harbor facilities of the City of Whittier. The passenger user fee is applicable to all passengers and is assessed once for each ticketed transaction regardless of whether the fare is for one-way or round-trip excursion. Each passenger user fee shall be calculated based upon the Whittier passenger manifest for the vessel.

17.) MOORAGE: All owners or lessee(s) are required to register with the Harbormaster upon entering the harbor. Failure to register within four hours after entering the harbor is a violation. Preferential slips are assigned to private individuals for the purpose of mooring a vessel of the appropriate size. Fees assessed under the moorage Agreement are based on the length of the finger or the length of the vessel, whichever is the greater. The Harbormaster has full authority and responsibility for making moorage assignments. Assignment of slips is Preferential or Transient. The practice of private "subleasing" is prohibited. No vessel with a length in excess of 100 feet shall be allowed to enter the harbor under any circumstances other than extreme emergency. Individual slip floats in Whittier are designed to accommodate vessels 10% longer than the existing float. The Harbormaster will at his/her discretion, determine whether a vessel is excessively large for the float system and will not allow that vessel to tie secure to the float system. Barges, boathouses, boat shelters, log rafts, pile drivers and other cumbersome floating structures are prohibited.

A.) Preferential Moorage Agreement fees are based on the length of the finger or the length overall of the vessel whichever is the greater and shall be paid in advance. Annual Transient Moorage Agreement fees are based on the length overall of the vessel and shall be paid in advance. Entering into a Preferential Moorage agreement or Annual Transient Agreement with the City of Whittier Boat Harbor will subject the boat owner to City of Whittier personal property tax in accordance to Whittier Municipal Code.

B.) Preferential Slip holders must own at least 51% of the vessel applying for slip assignment. The boat slip licensee receives the privilege of occupying an assigned space on a preferential usage basis only if he is provided this reserved status as he owns (51%) of the applied vessel and pays the prescribed fees, including the city personal property taxes.

If the Preferential Slip holder elects to lease a vessel to occupy the slip, he/she must submit a current copy of that lease agreement to the Harbor office. During the period of time covered by this agreement, the lessor/owner of the vessel shall not have any right of personal use of the leased vessel.

If the registered owner has the right of use or otherwise does use the Vessel during the term of the Moorage Agreement, the City shall deem the vessel a transient vessel and may terminate the agreement in accordance with the Moorage Agreement and initiate any and all applicable Whittier Municipal Codes. No property or ownership rights are implied.

C.) The moorage or use or presence of any boat within the small boat harbor shall constitute an agreement by the owner, operator, master or managing agent to conform to the provisions of these regulations and any rule, code or order made pursuant thereto.

D.) Daily or monthly transient moorage fees are based on the length overall of the vessel and shall be paid in advance. Entering into a Transient Moorage License Agreement less than ninety (90) days exempts the boat owner from personal property tax of the Whittier Municipal Code.

E.) Transient Slip holders are on space available basis. Every owner, master, operator or managing agent desiring to moor at a slip or store his boat in a designated storage area shall apply to the Harbormaster. No slip or space shall be used until assigned and the rental paid.

F.) There are two options of the Moorage License Agreement for Transient Vessels; (1) Daily and/or Monthly and (2) Annual any vessel moored 90 days or any vessel acquiring a slip as an annual shall be subject to the City of Whittier Personal Property Tax WMC Title 3.

G.) The Harbormaster has the full authority to allow other vessels to occupy any empty boat slip at any time the assigned vessel is absent from its assigned space. Any such vessel temporarily assigned by the Harbormaster to a reserved slip location is required to pay the appropriate Transient Moorage License Agreement fee.

H.) The Harbormaster can refuse moorage to vessels when the harbor is full. Generally, the harbor would be considered "full" when all available slips are occupied, the 3-deep rafts at the end of floats have been utilized, and A-float is near or at maximum capacity (5 boats in a raft on the west side, and 3 boats in a raft on the east side). Preferential Berth Holder slips would remain available when they are expected to return to port. When vessels are refused moorage due to over crowding, the Harbormaster will establish a Wait List for moorage in the next available slip.

I.) Sale of a vessel constitutes termination of a Moorage Agreement; unless the owner/operator replaces the vessel with an appropriate vessel or demonstrates to the satisfaction of the Harbormaster that he or she intends to replace the sold vessel within one year from the date of vessel sale. A slip so vacated is assigned to the first person from the appropriate size Wait List.

18.) AIRCRAFT MOORAGE: Ordinarily, seaplanes, floatplanes and helicopters do not mix with boat traffic. The high-octane fuels and spinning propellers associated with aircraft use are dangerous in the crowded environment of the Whittier harbor. However, from time to time, emergencies arise from aircraft equipment failures or adverse weather conditions that force use of the harbor by aircraft, such use should be limited to the duration of the emergency. Loading and unloading of passengers in the basin or in the harbor parking lot is generally prohibited, but again, during adverse weather such activity can sometimes be done only in the relative safety of the harbor. Emergency loading and unloading of medical casualties, supplies, or personnel is allowed in the harbor area.

No aircraft or floatplane shall land or take off from within the confines of the boat harbor or the entrance thereto. Any aircraft within these confines shall not be operated in excess of three miles per hour or at such speed as to leave a wake or wave action that can endanger, damage or cause undue distress to any boat, person or harbor property. Aircraft entering the harbor shall register with the Harbormaster to be assigned an area where the plane can be moored and pay the mooring charge.

19.) HARBOR MOORAGE CONTRACT AGREEMENT:

A.) The applicant agrees to abide by the rules and regulations and all amendments thereto relating to the small boat harbor as established by or pursuant to Whittier Municipal Code as now constituted or hereafter amended.

B.) The applicant agrees that any unpaid fees and charges shall become a lien against the vessel described in this agreement.

C.) Nothing in the Whittier Municipal Code or in the ordinances and regulations of the city have been or shall be interpreted to impose upon the city any obligation or responsibility for the care and protection of any private property, including vessels, this agreement being limited to privileges of moorage space only. Applicant expressly consents and authorizes the city to move and/or dry-dock the vessel in the event that rents, fees or other charges are not paid, ordinances or regulations are violated, or in the event of necessity or emergency. The applicant further agrees to hold the city harmless against the loss or damage to the vessel, including its equipment, nets, gear, tanks, lines or other personal property on, attached or related to said vessel, resulting from the use of the city facilities and any movement of the vessel.

D.) Applicant consents to a physical inspection of the vessel and its equipment by the Harbormaster in the exercise of his duties as outlined in this chapter, at any time while the vessel is within the boundaries of the small boat harbor pursuant to the grant of harbor privileges.

E.) Possession of a reservation for a specific mooring space does not apply or guarantee to the holder any right to exclusive use of any such spot for the duration of reservation agreement. Possession of a reservation is a guarantee that the reserved space shall be available for the use of the holder of the reservation during those periods when the subject boat is within the harbor facilities. The Harbormaster may temporarily assign another boat to a reserved mooring space as he/she determines it expedient and only when the boat assigned to a reserved space is away from the harbor.

F.) In the event that the holder of a mooring space reservation returns to the boat harbor facility and finds his reserved space occupied, the holder shall contact the Harbormaster. The Harbormaster will cause the temporarily assigned boat to be moved to another location during regular Harbor operating hours.

G.) The boat owner who possesses a reservation for a mooring space shall not sublease or in any other manner permit the use of such mooring space to another boat owner.

H.) No property rights are created by this section. The holders shall have only a license to use the space reserved to them as provided for in these regulations.

20.) DISPOSITION OF IMPOUNDED BOATS AND/OR PROPERTY:

A.) Vessels may be impounded if:

1. The vessel is within the harbor including its dry storage areas, and is a derelict or a nuisance as defined in this title;
2. The fees for the vessel (on which the City has a lien) are sixty (60) days delinquent;
3. The vessel is located in the harbor including its dry storage areas, and is in violation of this title, or a state or federal law; or
4. The owner, operators, master or managing agent is not aboard the vessel and a name and/or number do not properly identify the vessel.

B.) Notice to Owner:

1. Contents: Prior to impounding any vessel, the Harbormaster shall prepare a written notice of intent to impound the vessel. This notice shall contain:
 - a. The name and/or official number or state registration number of the vessel;
 - b. The name and address, if known, of the owner, operator, master or managing agent, and the location of the vessel;
 - c. The basis or reason for impoundment; and
 - d. The reserved moorage space, if any, which will be forfeited if the vessel is impounded.
2. Distribution: The Notice of intent to impound shall be at least twenty-one (21) days before impoundment. The notice shall be:
 - a. Mailed by certified mail, return receipt requested, to the last known owner, master or managing agent of the vessel at his/her last known address;
 - b. Posted on the vessel, in the Harbormaster's office, and in the United States Post Office located in Whittier, Alaska.

C.) Hearing:

1. Demand for Hearing: The owner, master or managing agent or any other person in lawful possession of a vessel proposed for impoundment has the right to a pre-impoundment administrative hearing to determine whether there is

cause to impound the vessel. Any such person desiring a hearing shall file a written demand with the City Clerk within ten (10) days after the mailing and posting of the notice of intent to impound.

2. Hearing Procedure: The hearing shall be conducted within seventy-two (72) hours of receipt of a written demand therefore from the person seeking the hearing unless such person waives the right to a speedy hearing. Saturdays, Sundays and City Holidays are to be excluded from the calculation of the seventy-two (72) hour period. The hearing officer shall be designated by the City Manager and shall be someone other than the Harbormaster. The sole issue before the hearing officer shall be whether there is cause to impound the vessel in question. "Cause to Impound" shall mean such a state of facts as would lead a reasonable person exercising ordinary prudence to believe there are grounds for impounding the vessel.

The hearing officer shall conduct the hearing in an informal manner and shall not be bound by technical rules of evidence. The person demanding the hearing shall have the burden of establishing that he or she has the right to possession of the vessel. The Harbormaster shall have the burden of establishing that there is cause to impound the vessel. Failure of the owner, operator, master or managing agent to request or attend a scheduled impoundment hearing shall be deemed a waiver of the right to such a hearing and consent to the impoundment action.

D.) Decision:

At the conclusion of the hearing, the hearing officer shall prepare a written decision. The hearing officer shall only determine that as to the vessel in question, either that there is cause to impound the vessel or that there is no such cause. A copy of the decision shall be provided to the person demanding the hearing, and the owner of the vessel, if the owner is not the person requesting the hearing. The hearing officer's decision shall in no way affect any criminal proceeding in connection with the impoundment in question, and any criminal charges involved in such proceeding may only be challenged in the appropriate court. The decision of the hearing officer is final.

E.) Impoundment:

In the event the hearing officer determines there is cause to impound the vessel, the Harbormaster may proceed immediately with the impoundment of the vessel. The

Harbormaster may impound the vessel by immobilizing it, removing it or having it removed from the water and placing it in public or commercial storage, with all expenses of haul out and storage and an impound fee to be borne by the owner of such vessel. At any time prior to the sale of the vessel, the owner, operator, master or managing agent, or person in lawful possession of the vessel may redeem the

vessel by a cash payment of all fees against the vessel, including interest and costs.

F.) Notice of Sale:

1. Contents: Prior to the sale of any impounded vessel, the Harbormaster shall prepare a written notice of sale of the vessel. The notice shall contain:

- a. The name and/or official number or state registration number of the vessel;
- b. The date, time and place of the sale; and
- c. The fees, interest, and costs which are due against the vessel and terms of sale, provided by Whittier Municipal Code, which shall govern the sale.

2.) Distribution: The notice of sale shall be at least thirty (30) days before the sale, and shall be:

- a. Mailed by certified mail, return receipt requested, to the last known owner, master or managing agent of the vessel at his or her last known address;
- b. Posted on the vessel, in the Harbormaster's office, and in the United States Post Office in Whittier; and
- c. Published in a newspaper of general circulation in Anchorage at least once.

G.) Sale:

1. Bids: The minimum acceptable bid shall be a sum equal to the fees against the vessel, including interest and costs to be paid in cash at the time of sale or within twenty-four (24) hours thereafter. The proceeds of such sale shall be first applied to the cost of sale, then to interest, then to fees accrued and the balance, if any, shall be held in trust by the City for the owner of the vessel to claim. If such balance is not claimed within two (2) years, the balance shall be forfeited to the City. Upon sale being made, the City shall make and deliver its bill of sale, without warranty, conveying the vessel to the buyer.

2. No Bids: If at the public sale there are no acceptable bids for the vessel, the City may destroy, sell at a private sale, or otherwise dispose of the vessel. Such disposition shall be without liability to the owner, master or managing agent, person in possession of the vessel, or lien holder of the vessel.

3. Terms of Sale. The terms and method of sale shall be governed by the procedures outlined in Whittier Municipal Code.

21.) DEPARTURES:

A. Vessels must move at their own expense when ordered to do so by the harbormaster for reasons relating to safety of persons or property, efficient use of port or nonpayment of tariff or other charges. If the person in control of the vessel does not comply with the Harbormaster's orders, the harbormaster may take control of the vessel. The Harbormaster may then remove the vessel from the wharf or take whatever action is necessary to alleviate the situation, which forms the basis of the order. Expenses incurred under this section will be charged pursuant to Whittier Municipal Code.

B. Upon the order of the harbormaster, a transient vessel shall immediately vacate its berth so that a preferred vessel may berth there. Failure of a vessel to comply with such an order shall be a violation of this section and will subject the vessel to liability for all damages sustained by the preferred vessel.

The Harbormaster recommends that you file a float plan with the harbor office or a friend before you leave on your boating adventure. For your convenience there are drop boxes with pay envelopes and float plans located at the head of each launch ramp, in front of the Harbor Office, and several other harbor front locations.

22.) WAIT LIST: A set of seven waiting lists is maintained by the Whittier Harbormaster. The lists reflect the acceptable boat lengths for the harbors slip sizes. The harbor may at times accept boats as long as sixty-four feet at the transient dock; berths are not awarded to boats longer than 60'ft. A person's name is placed on the waiting list upon receipt of non-refundable deposit made out to the Whittier Boat Harbor and the application. The applicant's request must be consistent with the size of boat that person intends to berth. Applicant may elect to apply for as many sizes as they wish.

Vacancies on the roster of preferential berth holders are filled from the top of the waiting list. Preferential Moorage holders who wish to upgrade their boat size beyond the size limits of their present slip can sign up for the next size wait list.

Only one individual name may appear on the application to be accepted as a preferential lessee. Corporations and companies do not qualify. The wait list applicant must own or retain ownership of at least fifty-one percent (51%) of the boat to be moored or have a vessel leased for a minimum of one year. Applicant does not need to own a vessel to be placed on a waiting list. If the applicant comes to the top of the list they will be notified by certified mail. Applicant must respond within (30) days. The following are Applicant options:

- A. Accept the slip, if they do not have a vessel they have one year from the date of notification to obtain a vessel of the appropriate length.
- B. Return to the bottom of the list.
- C. Be removed from the list altogether.

To remain on a wait list applicant must:

- A. Inform the harbor of any change in their address via phone, e-mail or mail service.
- B. Pay the annual fee by December 31 deadline, each year.

The Harbormaster will send a reminder. It is the applicant's responsibility to renew. Failure to pay the fee in a timely manner (no later than the 15th of January) will enable the Harbormaster to remove applicant from the Wait List.

23.) DUTIES OF BOAT OWNERS:

- A. Every owner, operator or managing agent of any boat using the harbor facilities shall take reasonable precautions to see that the boat in charge is kept clean, well-secured, free from fire hazards of all types, sufficiently pumped-out to maintain the boat afloat and to otherwise attend to the requirements of the boat to avoid damage to other boats or to the harbor.
- B. The Harbormaster is granted the power and authority, from time to time but without obligation or liability to do so, to replace defective mooring lines, pump out boats, which are in danger of sinking, or move any boat, which may be creating a hazard to other boats or the harbor facilities. The boat owner is required to pay for these services.
- C. No person shall bring into, moor or berth within the harbor any vessel of any kind whatsoever which is not seaworthy, or is in such a badly deteriorated condition that it is liable to sink or damage boat harbor facilities or other vessels, or which may become a menace to navigation, except in extreme emergency; in which case the owner shall be liable for any damage caused by such vessel. In the event a vessel or other craft is wrecked or sunk within the harbor, it shall be the owner's responsibility to mark its location and provide for the raising and disposition of such vessel or craft and assume all liabilities for damage to city property and other vessels in the harbor. All vessels moored in Whittier Harbor must be capable of immediate cruising in local waters. Vessel owners must at the direction of the Harbormaster be prepared to get underway with reasonable warning. Failure to maintain a vessel in operable condition will result in the loss of the moorage agreement.
- D. No person shall permit any boat or vessel to be and remain swamped or wrecked. Any boat or vessel found in such condition may be impounded or released to the owner or his agent only upon payment of all costs and charges incurred for damages, storage or handling of said vessel or boat.
- E. Any person having knowledge of a petroleum spill within the boat harbor shall immediately report such spill to the Harbormaster, or if the harbor office is closed, to the department of public safety.
- F. No aircraft or floatplane shall land or take off from within the confines of the boat harbor or the entrance thereto. Any aircraft within these confines shall not be operated in excess of three miles per hour or at such speed as to leave a wake or wave action that can endanger, damage or cause undue distress to any boat, person or harbor property. Aircraft entering the harbor shall register with the

- Harbormaster to be assigned an area where the plane can be moored, and pay the mooring charge.
- G. Vehicles and boat trailers must be removed from boat launching areas after the boat has been launched, and parked only in areas designated and posted by the Harbormaster as parking areas. Vehicles and boat trailers parked in other than parking areas during the absence of the owner or operator shall be removed and impounded.
 - H. Launching or hauling out of boats on skids is prohibited. Boat trailers or other wheeled conveyances must be used. Boats shall be launched at designated launching areas only.
 - I. Due to the limited space, beach storage of supplies, merchandise or other property of boat owners shall be limited to areas designated by the Harbormaster.

24.) PROHIBITED ACTS: It is unlawful for any person using the boat harbor facilities to:

- A. Operate or to be in the actual control of any boat when under the influence of intoxicating liquor, elicit narcotics or other dangerous drugs.
- B. Operate or cause to be operated any boat within the boat harbor facilities that exceeds the posted speed limit or causes a wake or wave action which will damage or endanger, or be likely to endanger, any other boats or any boat harbor facilities, including but not limited to, floats, finger floats, other boats or occupants thereof.
- C. Operate or cause any boat to be operated recklessly or otherwise engages in a course of conduct within the boat harbor facility that is dangerous or a nuisance to persons or property.
- D. Throw or otherwise cause to be deposited any gasoline, oil, sewage, trash, garbage, or debris of any type into the waters or into the entrance to the boat harbor facilities, nor upon the grounds thereof.
- E. Create or maintain any nuisance within the boat harbor facilities or to become a nuisance thereon.
- F. Allow dogs or any animals to run at large on any of the boat harbor facilities. Dogs must be on a leash and accompanied by the owner who will be responsible for cleaning any offal left by the animal.
- G. *Allow children under the age of twelve years within the float or beach areas of the harbor facilities unless they are accompanied by the parent or other responsible adult.*
- H. Erect, place, post or maintain any advertising matter, other than legal notices, upon any part of the boat harbor facilities without the approval thereof first being obtained from the Harbormaster. All unauthorized advertising and signs shall be removed by the Harbormaster.
- I. Disregard, defaces, remove, tamper with or damage any sign or notice posted by the Harbormaster relating to the use of harbor facilities.
- J. Fail to register with the Harbormaster any vessel prior to occupying any of the boat harbor facilities.

- K. Pump bilge containing petroleum products or chemicals or brine tank into boat harbor waters.
- L. Deposit, place or leave any cargo, merchandise, supplies, articles or things upon any float, ramp, decline, walk or other public place within the facility excepting at such places as may be designated as loading areas by the harbor.
- M. Dump any offal or refuse, including but not limited to, waste materials from canneries, fish processors and other land-based or water-based facilities within the harbor or in such close proximity as to cause overflow or drift of such material into the harbor facilities or the entrance thereto.
- N. Store any explosives, gasoline or any other flammable substance in drums, cans or any other type of containers within the boundaries of the boat harbor facilities; with the exception of small amounts of gasoline in approved containers on vessels.
- O. Set any net or fish-taking device within the harbor facility unless it is attended at all times, and shall not interfere with the movement of vessels within the harbor.
- P. Swim, water-ski, or use any unorthodox type of boat, raft or other device within the harbor.
- Q. Loiter around the premises of the harbor facility without lawful reason or justification.
- R. Refuse to comply with any lawful order of the Harbormaster.
- S. Failure to provide designated agent to provide boat care if owner cannot respond to an emergency call within one hour of notification.
- T. In mooring any boat or vessel within the port facilities, the master of the boat or vessel or any person having charge thereof, to leave or permit any fire aboard the vessel or leave unattended fire which creates an unjustifiable risk of harm to person or to property. Heating devices for long-term use such as furnaces, thermostatic controlled heaters, and heat lamps are excluded from this prohibition. Cooking stoves used also as heating units are classified as an unjustifiable risk. An unjustifiable risk is a risk of such nature and degree that a failure to avoid it constitutes a deviation from the standard of care that a reasonable person would observe in the situation.

25.) HARBOR FACILITIES AND SERVICES: It is the responsibility of the Harbormaster to supervise and manage the Whittier Boat Harbor facilities, which include but are not limited to:

a.) **HARBOR OFFICE:** The office is open 363 days a year. The seasonal schedule for office hours are: mid-May to October 1st (varying) 0700 to 1900 and October to mid-May 0800 to 1700.

b.) **COMMUNICATIONS:** The harbor office maintains VHF radio CH 16 and CH 68 monitoring during office hours. The primary function of the system is both emergency communication and small boat harbor traffic control. Boaters are encouraged to use channel 68 only to hail the harbor for traffic control and using channel 16 for emergencies.

c.) **BULLETIN BOARD:** There is a bulletin board in the hallway outside the rest rooms on the first floor of the Harbormasters building. The bulletin board is for public use with permission from the Harbormaster.

d.) **DAILY WEATHER:** NOAA Reports are posted on a bulletin board upstairs in the harbor office. Weather reports are available on VHF weather station channel "3" in Whittier.

e.) **PASSENGER DOCK & OCEAN DOCK:** The Floating Passenger Dock & the Ocean Dock is primarily used for on and off-loading of passengers. They are not intended for permanent moorage. Transient vessels moored on the floating passenger dock must have a person and/or crew on board at all times with qualifications to drive the vessel. This person shall take necessary precautions to see that the vessel in his/her charge is kept well secured, free from fire hazards of all types, sufficiently pumped-out to maintain the boat afloat and be able to take the vessel out of the harbor during periods of severe weather and wind conditions. This person must attend to the requirements of the vessel to avoid damage to other vessels or to the harbor. Vessel Master must sign an agreement with the harbor before mooring the vessel.

f.) **LOADING ZONES:** *The Harbormaster has established loading zones on the floats and at the harbor dock. These areas are necessary for the convenient loading and unloading of gear and passengers and on the city dock for the use of the dock crane.*

Use of the loading zones on the floats should be limited to the time necessary to load and unload. At times the loading zones are assigned for transient vessels to moor. The city dock is an available transient area for vessels between 30' and 60' in length. Use of this loading area for moorage is limited to times of overcrowding and the vessels using this area must keep a crew on board at all times.

g.) **BOAT LAUNCH RAMP:** Boats on trailers may use this facility, however all vessels using the launch ramp must pay a fee for its use at the Harbormasters Office or the drop boxes at the head of the launch ramp and in front of the harbor office. Vehicles and boat trailers must be removed from boat launching areas after the boat has been launched, and parked only in areas designated and posted as parking areas. Vehicles and boat trailers parked in other than parking areas during the absence of the owner or operator shall be removed and impounded. Launching or hauling out of boats on skids is prohibited. Boat trailers or other wheeled conveyances must be used. Boats shall be launched at designated launching areas only. Due to the limited space, beach storage of supplies, merchandise or other property of boat owners shall be limited to private areas.

h.) **GRIDIRON:** Whittier Boat Harbor gridirons are designed to accommodate keeled vessel loadings of 15 tons per bent. Any vessel over 45 DWT should clear use of the gridirons with Harbormaster. Use of the gridiron by any vessel with exposed running gear (i.e., shafts, rudders, struts and props) should not use the gridiron without prior consultation with the Harbormaster.

i.) **CITY DOCK AND HYDRAULIC HOIST USE:** The city dock is on a first come first served basis. Vessels wishing to use the city dock hydraulic hoist must sign an agreement and check out the key at the harbor office. The use of the crane will be charged from the time the key is checked out until the key is checked back in to the harbor office. The City Dock is primarily used for on and off-loading from vessels. It is not intended for permanent moorage. Transient vessels moored on the City Dock must have a person and/or crew on board at all times with qualifications to drive the vessel. This

person shall take necessary precautions to see that the vessel in his/her charge is kept well secured, free from fire hazards of all types, sufficiently pumped-out to maintain the boat afloat and be able to take the vessel out of the harbor during periods of severe weather and wind conditions. This person must attend to the requirements of the vessel to avoid damage to other vessels or to the harbor. Vessel Master must sign an agreement with the harbor before mooring the vessel.

*j.) **PUBLIC SHOWER AND RESTROOMS:*** Restrooms with showers are provided year around on the first floor of the harbor office building. Showers must be purchased in advance at the harbor office before the shower will be turned on. Additional restroom facilities may be found at the East and West launch ramps.

*k.) **FISHING:*** Fishing in the Harbor is permitted in designated areas and with the understanding that the fisherman is responsible for any involvement in an accident or incident which results in the injury or death of a person or any property damage. The fisherman shall immediately notify the Harbormaster and file a written report. In the event that the harbor office is closed, notification shall be given to the police department. The notification shall include the name and address of the person, the type and extent of the injury or damage, the location where the accident or incident occurred, the date and time of the accident or incident, and names of witnesses. Fish are to be cleaned at the fish cleaning stations provided by the harbor. Cleaning of fish is not permitted on the dock. Carcasses are to be deposited in the fish waste containers at the designated cleaning stations or with the State of Alaska Fish & Game as they may require.

*l.) **BOATLIFT:*** This lift is designed to remove from or place into the water vessels from 22 to 45 feet in length, weighing up to 15 tons. People wishing their boat placed in dry storage in Whittier must bear in mind that space is very limited and on a first come-first serve basis and for no more that 9 months at a time. The Harbormaster may make an exception to this rule at his or her discretion. Boatlifts must be scheduled at least 24 hours in advance. People utilizing the boat lift service or their appointed agent are required to be available during lifts, and must provide their own cradles and blocking. Maintenance of boats in dry storage is the responsibility of the boat owner.

*m.) **BOAT TOWING AND GOOD SAMARITAN:*** The harbor has a skiff for towing disabled boats within the harbor area, and under certain conditions from as far as 300 ft outside of the harbor breakwater. All tows will be made at the discretion of the Harbormaster; taking into consideration vessel size, weather conditions, indemnification, and access to certified boat-towing enterprise. A fee will be charged according to Whittier Municipal Code & Tariffs.

*n.) **PUMPING:*** Owners are responsible for keeping their boats pumped and free of water and pollutants. The harbor in an emergency may provide this service for which there is a fee. The harbor has several pumps, gas and electric; which are available for a charge. Please stop by the Harbor Office.

*o.) **WINTER BOAT WATCH AND SNOW REMOVAL:*** All vessels remaining in Whittier Boat Harbor for the winter between October 1st and March 31st the owners shall be required to provide a licensed and insured agent to provide this boat watch service. The designated agent is to provide boat watch in the event the owner cannot respond to an emergency call within one hour of notification. In the event of an emergency where

NO pre-established boat watch can be located the Harbormaster shall direct harbor staff to take any and all necessary actions to remedy the emergency situation. This emergency service shall result in a fee for the services provided. This harbor service for labor and equipment shall be charged at the rate that is set at the time by the City Council. Full-time live-a-boards must comply with this provision when they are not on board.

p.) FRESH WATER: Fresh water is provided from May through October on the floats system. The locations are the gridirons, two faucets at the boat lift dock, and at the wash down area at the west launch ramp. November through April water is available at the harbor shop. Whittier

q.) UTILITIES: The Whittier harbor offers electrical service. All of the floats with the exception of the odd side of "G" and "H", "X" and "Z" floats are provided with metered electrical outlets. Harbor does not guarantee quality, consistency or availability of electrical services. Harbor personnel maintain the outlets and meters, and bill the customers for use. Adverse weather creates a situation requiring constant maintenance on the system. All new hookups are required to be performed under the supervision of harbor personnel. The harbor has a provision for prosecution of person(s) caught stealing electrical power or tampering with any previously hooked up outlets. The harbor has an auxiliary generator for the float system that provides emergency power during power outages. The dry storage area does not have electrical power available. There is an outlet on the EVOS building that may be used temporarily with the permission of the Harbormaster. Request for special services i.e. outlets, meter, increased breaker amperage must be approved by the Harbormaster. Any cost incurred shall be payable according to City of Whittier Ordinance and Title 3, Title 10, and Title 12.

r.) UTILITY COMPLIANCE: Whittier Harbor does not guarantee voltage, amperage, quantity or quality of shore power supplied to the slips. Vessels using harbor electric service must comply with the following:

- A. Cords with current carrying capacity of less than fifteen (15) amps shall not be used.
- B. Flexible cords shall be used only in continuous lengths without splices, or using tape.
- C. Cords, attachment plugs and connector bodies shall not be smaller than required for the rated current of the attached cord or connected equipment. Maximum Allowable current-carrying capacity of flexible cords is as follows:

AWG	AMPS
14	15
12	2
10	25
8	35
6	45
4	60

- D. Attachment plugs shall be of the weatherproof type.
- E. Infrared heating lamps may only be used with porcelain-type sockets.

F. Any heater capable of causing a fire if overturned must be equipped with a safety switch which shall disconnect the electric current to the heater if overturned.

G. The following power cord types are approved for use: SO, ST, STO, POW, K and S.

H. The following power cord types are not approved for use: SP3, SPT3, TP, TPT, TS, TST, AFC, AFPO, AFPD, CFC, CFPO, CFPD, PO1, PO2, PO, SPT1, SP1, C, PD, P1, P2, P, PW1, PW2, SV, SVT, SJ, SJO, SJT, and SJTO.

I. Any cord not listed must be inspected and approved by the Harbormaster prior to its use.

st.) **GARBAGE:** The harbor provides garbage dumpsters for public use. Dumpsters are at the head of each approach ramp and at the east launch ramp. It is unlawful for any person to place or deposit any rubbish, refuse or articles of an offensive character likely to create a nuisance upon any wharf or wharf road or street leading to a wharf, or in the waters of the small boat harbor. Waste may be deposited in the appropriate receptacles provided for by the harbor or otherwise removed from the city.

t.) **SEWAGE BILGES OR HOLDING TANKS:** The harbor has a portable sewer pump out mounted on a trailer for use on the city dock. Please contact the Harbor Office to arrange for this service. The Harbor provides a tank on a trailer for all pump-outs. Check with the Harbor office to schedule a time. Bilges, holding tanks or other tanks containing waste shall not be pumped or drained into the waters of the small boat harbor. This includes gurry and all petroleum products. Off-loading of petroleum products shall be into suitable containers as permitted by the Harbormaster, and subject to applicable state and federal regulations.

u.) **ENVIRONMENTAL OIL STATION (EVOS) USED OIL DISPOSAL STATION:** The harbor will accept used oil only at the EVOS building, there is a fee for this service so please contact the Harbor Office.

OILY BILGE WATER: The harbor provides a tank on a trailer for the pumping of oily bilge water. Check with the harbor office for availability and scheduling. There is a fee for this service so please contact the Harbor Office.

BATTERIES: The harbor will accept used batteries to be stored properly in a closed container inside the EVOS to be disposed of or recycled. Check with the harbor office. There will be a charge for the disposal of all batteries.

ANTIFREEZE, PAINTS, SOLVENTS, GAS, & CLEANERS: The harbor **does not accept** antifreeze, paints solvents or cleaners. You must use a disposal service to dispose of these hazardous materials. The harbor accepts waste oil and batteries only during office hours. Please check with the harbor office before using the EVOS building.

v.) **FUELING:** There are two types of fueling facilities generally utilized in the Whittier harbor; the fuel float and mobile fueling trucks. Although the operation of the fuel float comes under strict lease provisions with the City of Whittier, State and Federal laws regulate mobile fueling operations. All fuel deliveries at Whittier harbor must pay a wharfage rate established

by the City of Whittier. All carriers are expected to observe maximum safety and environmental standards during loading and off-loading operations.

w.) **EMERGENCY MEDICAL SERVICES:** Emergency Medical Services respond to all 911 medical emergencies and Clinic personnel.

x.) **FIREFIGHTING:** Fire equipment on site at the harbor is in the form of mobile extinguishers, located on the floats in the fire equipment building by the main ramps.

26.) VIOLATION/PENALTY:

- A. A person who violates the provisions of this chapter is subject to a civil penalty as set out in the Whittier Municipal Code.
- B. Notwithstanding the availability of any other remedy, the city or any aggrieved person may bring a civil action to enjoin any violation of this chapter, or to recover money due and owing or to obtain damages for any injury the plaintiff suffered as a result of the violation.
- C. Each act or condition violating this chapter, and each day during which the act or condition exists, continues, or is repeated, shall be a separate and distinct violation.
- D. The penalties and remedies provided for violation of this chapter are in addition to and not in lieu of any other penalty provided for in state or federal law, or municipal ordinance, or any civil remedy available to the city.

Appendix A

General Definitions

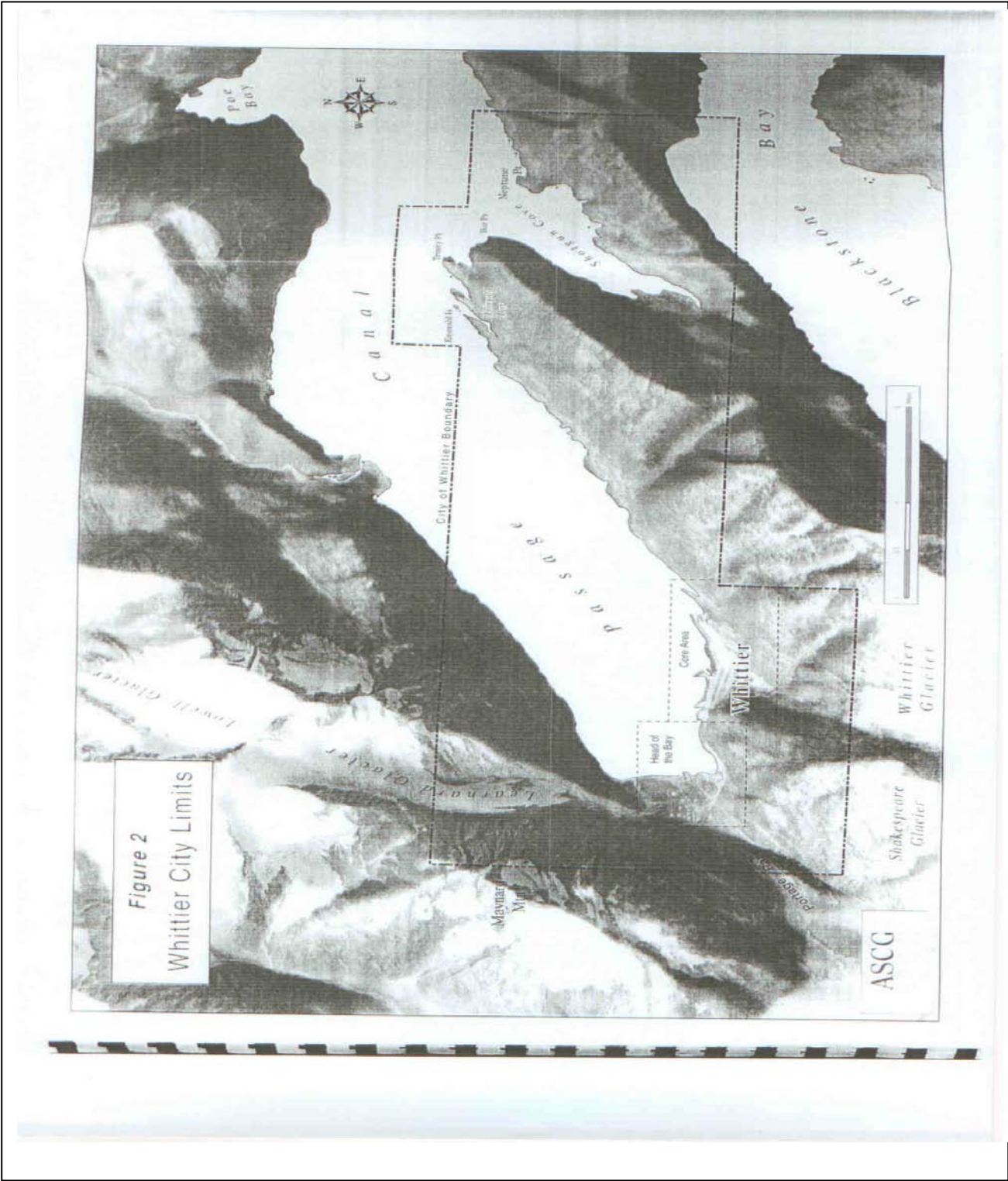
- **ANNUAL TRANSIENT MOORAGE:** means entering into an annual moorage agreement with the Whittier Boat Harbor, will subject the boat owner to City of Whittier personal property tax in accordance to Whittier Municipal Code.
- **APPOINTED AGENT:** means a legal representative of a vessel owner or one who hold 51% ownership in any vessel.
- **BEAM:** means the greatest overall width of a vessel.
- **BOAT:** means all vessels, ships, boats, skiffs, and watercraft of every kind and description.
- **BOAT OWNER:** means the actual or registered owner, master, agent or the person in navigational control, or person responsible for the operation of the boat.
- **BUSINESS:** means a person, firm, association, organization, partnership, business trust, corporation, company, or any other business entity.
- **CITY OF WHITTIER:** means the Subdivision as defined by plat.
- **COMMERCIAL VESSEL:** means any vessel used in any commercial enterprise, including state vessels, cruise line operators, used for the purpose of hauling passengers or freight and cargo for a fee.
- **DAILY TRANSIENT MOORAGE:** means a lessee or renter without an Annual transient Agreement occupying a berth or slip.
- **DERELICT:** means any watercraft moored or otherwise located within the Harbor, which is forsaken, abandoned, deserted or whose owner fails to contact the Harbormaster.
- **DOCKAGE:** means a charge made for vessels at wharves or moored on city property.
- **FACILITIES:** means all waters, improvements, and appurtenances of the boat harbor and the waters of Passage Canal within two hundred feet of the harbor.
- **FISCAL YEAR:** means the fiscal year of the city begins on the first day of July and ends on the last day of the following June.
- **GURRY:** means fish waste by product.
- **HARBOR:** means the Whittier Boat Harbor.
- **HARBORMASTER:** is the official hired by the City, or a person designated by him to manage and enforce provision of Title 12 of the Whittier Municipal Code.

- **HARBOR FACILITIES:** means all docks, dry storage, floats, berths or slips, wharves, and other landing, launching, mooring, cargo, or other facilities located within the Whittier Boat Harbor.
- **HARBOR MOORAGE CONTRACT AGREEMENT:** means Preferential Moorage Agreement given to ownership of at least 51% of the vessel to be moored and the provisions of Whittier Municipal Code.
- **HOUSE BOAT:** means a dwelling unit built upon a barge, log raft or similar floating structure, constructed for habitation, and for which not other reasonable use appears or can be demonstrated.
- **JURISDICTIONAL WATERS OR WATERS WITHIN THE JURISDICTION:** of the City of Whittier means all navigable waters within the city boundaries of the City of Whittier as those boundaries are defined in the Whittier Municipal Code.
- **MANIFEST:** means a detailed statement of a vessel's cargo, passengers giving of lading numbers, marks, number of packages, names of shippers, names' of consignee, weight, or total measurement, of goods, rate of freight, and where payable.
- **MONTHLY TRANSIENT MOORAGE:** means 20 days accumulative within one month occupying a slip or slips.
- **MOORAGE:** means to secure a ship or vessel or any floating object in a particular place by weight, chain, rope, float, structure, or any appliance used for anchoring purposes by a watercraft which is not carried aboard watercraft as a part of it.
- **MOORING:** means securing or otherwise attaching a boat to any harbor facility.
- **NUISANCE:** means when considering vessels in the harbor, including its dry storage areas, any vessels that may become a menace to the safety or welfare of other boats or their occupants.
- **PASSENGER:** means fee-paying passengers on board any vessel within jurisdictional waters of the city for hire loading or unloading at a dock or wharf facility located within the city limits of the City of Whittier.
- **PASSENGER MANIFEST:** means commercial cruise line's manifest or equivalent indicating the number of passengers loading or unloading from a commercial cruise line within the city limits of the City of Whittier.
- **PERSON(S):** means an individual, firm, association, organization, partnership, business trust, corporation or company.
- **REASONABLE PERSON:** means a person possessing sound judgment.

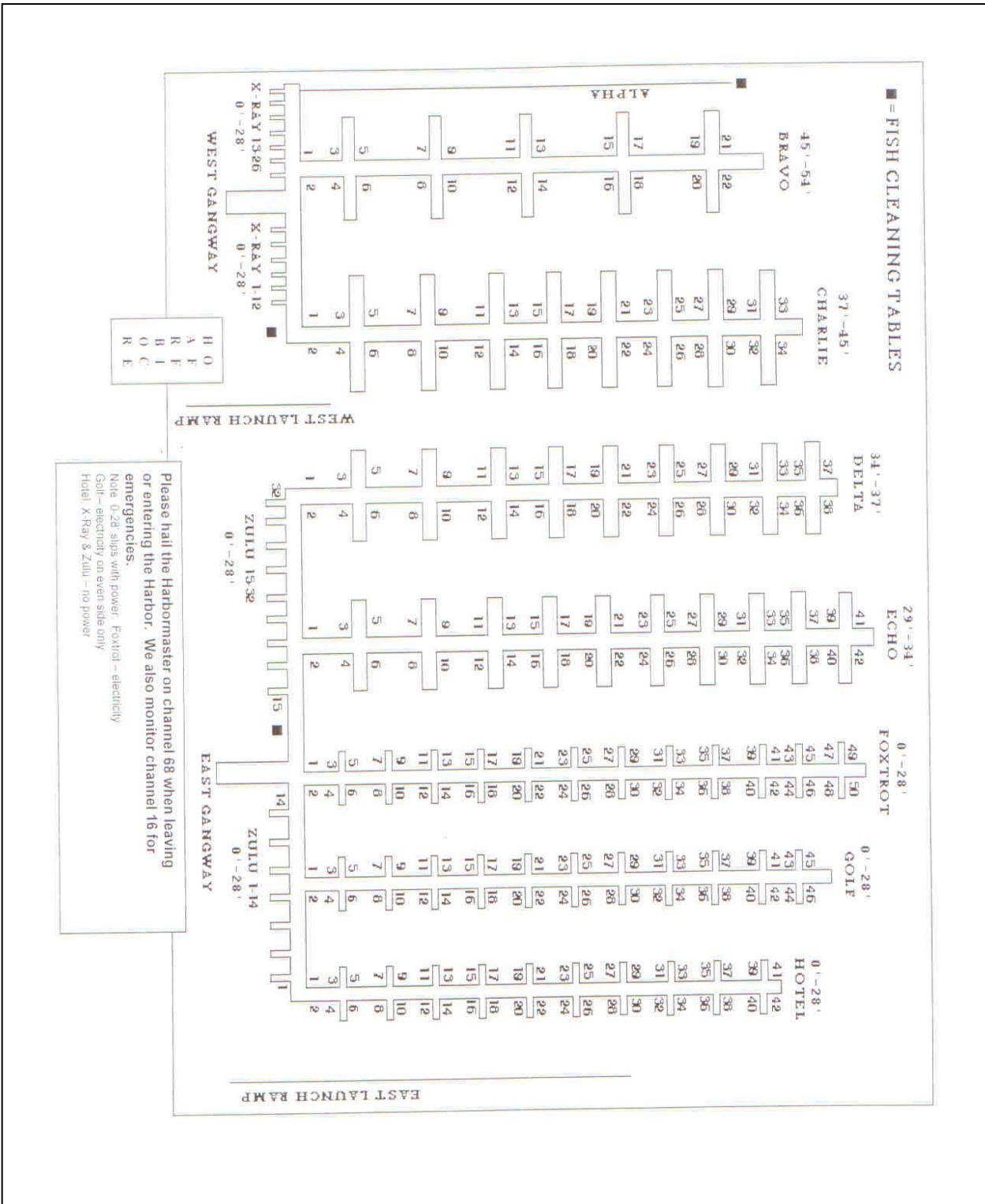
- **REGULATIONS:** means the Whittier Boat Harbor regulations.
- **SCHEDULE OF CHARGES:** means Whittier Municipal Ordinance.
- **TARIFFS:** a schedule of rates or charges of a business or a public utility.
- **TERMINAL CHARGES:** includes only charges for facilities, goods, or services provided by the city.
- **TRANSIENT VESSEL:** means any vessel that is not registered by a preferential berthing agreement in the boat harbor.
- **VESSEL:** means ships or crafts of all types. This includes but not limited to the following: motor ships, steam ships, canal boats, tugs, barges, sailing vessels, motor boats, and every structure adapted to be navigated from place to place for the transportation of property and persons by any means.
- **WATERCRAFT:** means any vessel, including but not limited to houseboats, floatplanes, water borne aircraft, floats, scows, rafts, pile drivers, helicopter, or any other floating structure adapted to be navigated from place to place, used for recreational, commercial, or other purpose on the waterways, within the City of Whittier Harbor.
- **WHARF:** means every pier, bulkhead, quay, dock, landing, float, gridiron, and other structure to which vessels make fast or upon which persons or cargo are discharged from a vessel or from which persons or cargo are loaded upon a vessel.
- **WHARFAGE:** means the charge made against any cargo and commodities passing over city premises.
- **WHARFAGE DEMURRAGE:** means the charge made against cargo and commodities left on city premises beyond the time specified.
- **WHITTIER BOAT HARBOR:** means all tide and submerged lands, uplands, improvements and appurtenances thereto leased from the state and which are located in Passage Canal at the City of Whittier, Alaska.

Appendix B

Harbor Jurisdiction



Appendix C Harbor Schematic



Appendix D

Harbor Area Parking Map

