



# 2016 Town Harbor and Marina Rules and Regulations

The agreement between the Town of Cape Charles (Harbor) and harbor users (Renters) is to be signed, on the Proper permit (Docking, Storage, or Special Land Use) registration form by Renter to insure the safety of the tenants and the orderly operation of the harbor. Your cooperation in the enforcement of these rules and regulations will provide everyone with the maximum enjoyment of the facility.

## **MISSION STATEMENT**

The mission of the Municipal Corp. of Cape Charles Town Harbor is to protect and preserve the lives, health, safety and well-being of any person who uses or works at the Harbor; to protect the property of such persons by regulating the use of the facility; and to make reasonable charges for the use of the Harbor.

The primary objective of the Municipal Corp. of Cape Charles Town Harbor is to provide a protective haven to a specific number of small boats. The Harbor policies are directed toward maximum use of the facility by all segments of the boating public up to the limit of the Harbor's capacity to accommodate numbers, size and use of boats. The secondary objective is to provide a facility that insures adequate access of the user to the safe and enjoyable boating in the Chesapeake Bay, basic assistance to the user-both of pleasure and commercial boats, and such services as the staff is capable of routinely providing. The third objective is to financially maintain the facility in such a way as to insure future improvements.

## **Permits**

1. All Vessels, trailers, equipment, etc., utilizing or occupying any space for any length of time must first obtain a valid permit and agree to the Cape Charles Town Harbor Rules and Regulations or the parties will not be allowed to remain. All parties renting space will be provided with a copy of these Rules and Regulations.
2. Annual and seasonal permits may be continually renewed provided the renter pays all assessed fees and taxes of any kind owed to the Town and abides by the provisions of this agreement. Annual and seasonal permits may be terminated after the first full year agreement, by the renter with a sixty (60) day written notice to the Harbor Master prior to termination. Monthly, weekly, and daily Permits are guaranteed only for the prepaid period and must be paid in advance. All Harbor fees are subject to current rate schedule.
3. Each permit issued shall apply only to the particular space assigned and to a specific owner as listed in this permit. Permits are non-transferable and Sub-renting or sub-letting is not permitted by the renter. No refunds will be made for slips space vacated during the rented period. The Harbor reserves the right to sub-rent the space on a nightly basis if the Renters vessel, trailer, equipment, etc., is absent for more than one week. Three days' notice for a scheduled return must be given to the Harbor Master to insure the space will be available upon the vessel's return.
4. Renter shall provide daytime, nighttime, and alternate phone numbers where the Renter or his/her agent may be reached in the event of an emergency, along with the mailing and physical address of the Renter. The Renter shall immediately notify the Harbor Master of any change of address or phone number.

5. A special land use permit will be required for parties or events with over 10 persons attending, for the Gazebo or other land surrounding the area, proper insurance will be required and at no time will alcohol be consumed without proper ABC license, which a copy must be received by the Harbor Master 7 days before such event.
6. Cooking Grills will be permitted in certain areas, which must be approved by the Harbor Master. At no time, will Cooking grills be allowed within one hundred and twenty five (125) feet of the fuel dock.
7. Temporarily installed items (dock boxes, ladders, steps, fenders, fire hoses, rings, cleats, etc.) may be permitted with approval of the Harbor Master.
8. No signs shall be displayed nor shall any commercial business activities be conducted in the Harbor area without prior permission of the Harbor Master.
9. Rafting or tying abreast may be permitted at the regular dockage rates with the permission of the vessel being rafted to.
10. Mooring or anchoring in the Harbor or Federal Channel is not permitted. However, in emergency situations such may be necessary. In this event the Harbor Master or his/her assistants shall designate acceptable locations. **Chapter 14 - Article III. Sec. 14-58 Town Code – Cross Reference: Penalty for a class 3 misdemeanor, Sec. 1-10**
11. There shall be no discrimination in the use of or access to the benefits of the harbor facilities regardless of race, age, creed, handicap, color, national origin, religion, sex, political affiliation, sexual orientation, or beliefs.
12. In event of any default in this Harbor Agreement Rules and Regulations by the renter, the Town of Cape Charles may terminate Agreement immediately and, upon such termination, the renter shall be obligated forthwith to remove his/her vessel from the harbor or to have it removed by the Town of Cape Charles at renters risk and expense. The renter shall be liable to the Town of Cape Charles for all unpaid dockage and any associated Harbor fees, costs, and damages that the Town of Cape Charles may suffer as a result of renters default. In the event of any breach of this Agreement or the Harbor Rules and Regulations by the renter or the renter's authorized agent(s), the Town may pursue any and all remedies available to it to enforce same, either at law or in equity, including injunctive relief, and the Lessee shall be solely responsible for all costs incurred by the Town in pursuing any such remedy or enforcement action, including court costs and attorney's fees. Any of the following events shall constitute default on the part of the Renter:
  - a. Failure to make timely payment,
  - b. Breach of any covenant or condition contained in this Agreement,
  - c. Failure to comply with the procedures listed in this Agreement and/or published by the Town of Cape Charles from time to time
  - d. Failure to properly maintain vessel and keep in a safe and seaworthy condition, as determined by the Harbor Master.
13. The Town of Cape Charles may obtain a lien against renter's vessel/equipment described in this Agreement, including all appurtenances and contents, for any unpaid sums due hereunder and for any damages caused to any docks, property or person in the Cape Charles Harbor. Said lien shall be in addition to and not limited by other lien provisions of the laws of the Commonwealth of Virginia.
14. Minor children must be accompanied and supervised by an adult while in the Harbor area.
15. Swimming, diving or bathing within the waters of the Harbor or from the docks is prohibited, except for repairs which must first be approved by the Harbor Master.
16. No persons renting or using any Harbor space shall not, steal from or do Vandalism to, any vessel or property and the properties of the Town of Cape Charles Harbor. **Chapter 50 – Article VIII, Sec. 50-165 Town Code – Cross**

**Reference: Penalty for a class 1 misdemeanor, 50-166 – Cross reference: Penalty for a class three misdemeanor. 50 –168 Cross Reference: Penalty for a class 1 misdemeanor.**

17. Restrooms and Shower facilities are provided for that specific use only. At no time shall they be utilized for sleeping or any other purpose. **Chapter 50 – Article VIII, Sec. 50-161 Town code. Violation Class 1 misdemeanor.**
18. At no time shall any persons renting or using any portion of land and water within the harbor limits use profanity or be drunk in public. **Chapter 50 – Article VIII, Sec. 50-109 Town Code. Violation Class 4 misdemeanor.**
19. Any person, party, or agency wishing to rent dock space or the Gazebo for party's or events must first fill out a "Use of Facility Application - Harbor" and follow all rules and regulations.
20. Live-a-boards: shall pay the Minimum monthly water, sewer, and trash rates. This applies to monthly, quarterly, Seasonal, and Annual renters.

### **Waiting List:**

Persons wishing to rent annual or seasonal slips must first get on the waiting list. A fifty (50) dollar deposit is required and is non-refundable for each size of slip space. The deposit will be applied to the first month slip rent when such slip is acquired. Waiting list will be prioritized as first come first serve basis by length of slip and either annual or seasonal.

1. Persons currently renting annual/seasonal dock space wishing to change to a different length or time by doing so in writing.

### **Vessel Maintenance**

1. Major and Minor Maintenance repairs must first be approved by the Harbor Master or his/her assistants. In any case all maintenance must not be damaging to the environment or Harbor Facilities.
2. All bilge pumps must be secure, before any oil or filter changes or repairs to any part of equipment that oil may disperse into the bilge area whether it is engine oil, fuel, gas, hydraulic oil, or any other kinds of oil that will cause sheen in the harbor area. Such bilge pumps may be unsecured when it is determined by the Harbor Master or his/her assistants; that such bilge is clear and free.
3. Minor sanding and painting will be allowed at times approved by the Harbor Master. All sanding must have a dust collection system and every effort must be made so that no paint or particles enter the water or surrounding land.
4. At no time will scraping and cleaning of vessels bottoms be allowed.  
**Cross References: penalty for a class three misdemeanor, Sec. 14-16 (b) Town Code**
5. All spills, no matter what amount must be reported to the Harbor Master at once. If the Harbor office is closed contact the USCG at (800) 424-8802. At no time shall anyone try to cover up a spill with detergents or solvents.  
**Cross References: penalty for class 3 misdemeanor, Sec. 1-10; general prohibition against littering, Sec. 58-2 Discharge of oil or oily waste is prohibited, "The Federal Water Pollution Control Act" up to \$5,000 fine. Failure to report a spill may result in civil penalties. Adding detergents or solvents to cover up a spill could result in \$25,000 in fines.**
6. All work areas shall be freed of any oil, buckets, cans, or trash at the end of each day, this includes but not limited to, docks, parking lots, cat walks, etc. or a charge of \$200.00 will be assessed for each day.
7. It shall be unlawful to deposit, or cause or permit to be deposited, in any of the waters of the Harbor, or along the shores thereof, or in any of the streams or ditches emptying therein, or on any of the land adjacent or contiguous to the Harbor, any abandoned/derelect boats, refuse, offal, waste matter, or other substances or material, whether earth,

oil, liquid, animal, fish, or vegetable matter than may injuriously affect the sanitary, clean and safe conditions of the water in the harbor, or diminish the depth thereof.

**Cross References: penalty for class 3 misdemeanor, Sec. 1-10; general prohibition against littering, Sec. 58-2 Discharge of oil or oily waste is prohibited, “The Federal Water Pollution Control Act” up to \$5,000 fine. Failure to report a spill may result in civil penalties. Adding detergents or solvents to cover up a spill could result in \$25,000 in fines.**

8. Renter agrees that only reasonable and customary use shall be made of the docks and facilities covered hereby, and no unnecessary wear and tear, disturbance, nuisance, rubbish or garbage shall be permitted on the dock or premises. Renter shall keep dock and premises covered hereby free and clear of gear, tackle and all other obstructions. Renter agrees to discard nothing, including treated or untreated effluent or sewage from heads or holding tanks, into the Harbor basin.

Infractions will be dealt with according to Local, State and Federal laws.

**Cross References: penalty for class 3 misdemeanor, Sec. 1-10; general prohibition against littering, Sec. 58-2 Discharge of oil or oily waste is prohibited, “The Federal Water Pollution Control Act” up to \$5,000 fine. Failure to report a spill may result in civil penalties. Adding detergents or solvents to cover up a spill could result in \$25,000 in fines.**

## Liability

1. The agreement is for use of a specific permitted space only. Such space shall be used at the sole risk of the Renter and his/her guests. The Harbor shall not be responsible for the care or protection of Renters vessel and/or properties. The Town of Cape Charles shall not be liable for any loss or damage of whatever kind or description to Renters vessel and/or Properties. The Renter agrees to hold The Town of Cape Charles harmless for any such loss or damage.
2. The Town of Cape Charles shall not be liable for any personal injury to Renters, his/her guests, or crew members resulting from the use of any space, and the Renter agrees to indemnify and hold harmless The Town of Cape Charles from any such loss or personal injury.
3. Renters are responsible for damage to the Harbor facility caused by his/her vessel/properties. Renters are responsible for properly securing his/her vessel/properties, especially on approach of any storm.
4. In the event of an emergency, or if the vessel/Properties is unattended and the Renter cannot be reached, the Town of Cape Charles reserves the right for the Harbor Master or other Harbor employees to take whatever action is necessary to provide for the safety of the dock/property, vessel/properties, surrounding vessels/properties. However, the Harbor Staff is not obligated to take such action. Additionally, the Renter agrees to hold the Town of Cape Charles harmless from any and all liability, loss, or damage caused by or to the subject vessel/properties out of failure of Renter to move the vessel, the inability of the Harbor Staff to contact Renter, or the movement of the vessel by the Renter. As soon as the emergency is abated, efforts will resume contacting the Renter.
5. No permit granted by the Town assumes responsibility on the part of the Town for the condition or state of repair of walkways, roadways, parking areas, docks, slips, bulkheads, ladders, etc., within the Harbor. The renter of any slip, berth, properties, or storage, as a condition of its permit or use, shall be deemed to have agreed to hold the Town of Cape Charles, its council and mayor, officials, employees, and agents harmless from any liability resulting from damage to the waters, waterways and surrounding property caused by fire, explosion, fuel spills, hazardous discharges, or the like to which the renter, the user, or its vessel has in any way contributed, or from any liability resulting from injury or damage of any nature or kind to any person or property including any other vessels in the Harbor to which injury or damage the renter or the user or its vessel in any way has contributed.
6. Persons Renting dock or land space at the Town Harbor for a length of 1 month or longer (Monthly, Quarterly, Seasonal, & Annual) must have a current marine liability insurance policy for said vessel, and the Town of Cape Charles must be made a rider of said insurance. A certificate of this insurance must be submitted to the Harbor Master prior to renting any space, with yearly updates required.

7. No one shall sink or abandon any vessel at the Town Harbor or in the waters within.  
**Cross Reference: Class 3 Misdemeanor, Article I, Sec. 14-5 Town Code**

## **SERVICES, UTILITIES, & RATES**

1. Electrical power is available at most berths. Only water tight marine cords shall be used for dockside power. Electric heaters with exposed heating elements are not permitted. The Town of Cape Charles does not guarantee continuous electric service. Modifications to electric pedestals will not be permitted.
2. Water is provided at most berths, to insure water usage is kept at a minimum all hoses must have an automatic shut off nozzle and shall not leak. Hoses will be disconnected and valves will be capped if leaks are observed or nozzle isn't present.
3. For environmental purposes, no one may bring fuel to the Harbor in hand carried portable containers, external tanks in pick-up trucks, or by transport from any fueling company to fuel any vessel Moored to or floating over any portion of property owned by the Town of Cape Charles. Fueling of boats is permitted only at the fuel dock. Refueling by use of approved six (6) gallon containers capable of being carried by one person and designed for connection directly to a motor is permitted. Fueling by trucks will be permitted for vessels too large to get to the Town of Cape Charles fuel docks; this will be permitted in an area designated by the Harbor Master. Vessels will order their fuel through the harbor master, and will fill out the proper declaration forms.
4. Any party using land or docks within the Harbor area for loading or unloading conch or crab pots, fish traps, nets, timber or poles, or any other type of gear shall confine their activities to an area which has been designated by the Harbor Master for such usage. In no event shall any of the above listed gear be permitted to remain in the designated area for more than ten (10) days with the exception dates ranging from March 1, thru May1, and November 1 thru December 31. In the event the ten day limit is exceeded, storage shall be charged to the owner of said property. A storage fee shall be charged at the rate of one hundred dollars (\$100) per day for each item for every day in excess of the Ten day limit unless a hardship can be proven by the owner. Any gear remaining in the storage for more than one month will be considered abandoned and disposed of by the Town of Cape Charles as it sees fit at the Owners expense. No bait of any type shall be permitted on the docks or within the confines of the Harbor area for more than twenty-four (24) hours. In the event the twenty-four hour limit is exceeded, a penalty of twenty five dollars (\$25) per day will be imposed against the owner of said bait for each day the limit is exceeded.  
**Cross References: Article I, Sec. 14-15, Town Code**
5. Any party using land and/or dock space for the purpose of loading/unloading aggregate stone, sand, and any other material from a barge, shall be charged the appropriate wharf fees and docking fees approved by town council. All materials must be removed from dock area within ten (10) days or a storage fee of one hundred (100) dollars per day will be charged each day thereafter.

## **SAFETY**

1. Extreme caution should be exercised in leaving and entering the dock and harbor area. The "No Wake Zone" will be enforced. **The "NO WAKE ZONE" will be adjusted from time to time by the Virginia Department of Game and Inland Fisheries. Please pay close attention to the signs/buoys posted around the harbor areas. NO WAKE is defined as a vessel making way as slow as possible without losing steerage.**
2. For the safety of your vessels and others, all vessels must be moored with a minimum of 3/8 inch 3 strand nylon line.

3. All Vessels shall, in preparation for any Tropical or Subtropical weather storm that has predicted sustained winds in excess of 50 Mph, shall double up on all lines, and vessels that remain on the floating docks shall position their bow (front of the boat) towards the west.
4. All vessels shall observe the COLREGS Rules of the Road as are prescribed by the regulation of the United States Coast Guard, CG-1 69. The rules and navigation laws of the United States will be strictly enforced.

## **AGREEMENT**

1. This document contains the entire understanding between the Harbor and Renter and no other representation or inducement, verbal or written, has been made which is not contained herein. The Harbor and Renter agree that if any paragraph or provision violates the law and is unenforceable, the remainder of this document will be valid.
2. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

**Renter certifies that this whole Agreement has been read and all conditions set forth are fully understood. Signing of the any "Permit" enforces this agreement as a binding contract.**

**Adopted February 7, 2013 and Reviewed March 1, 2016**