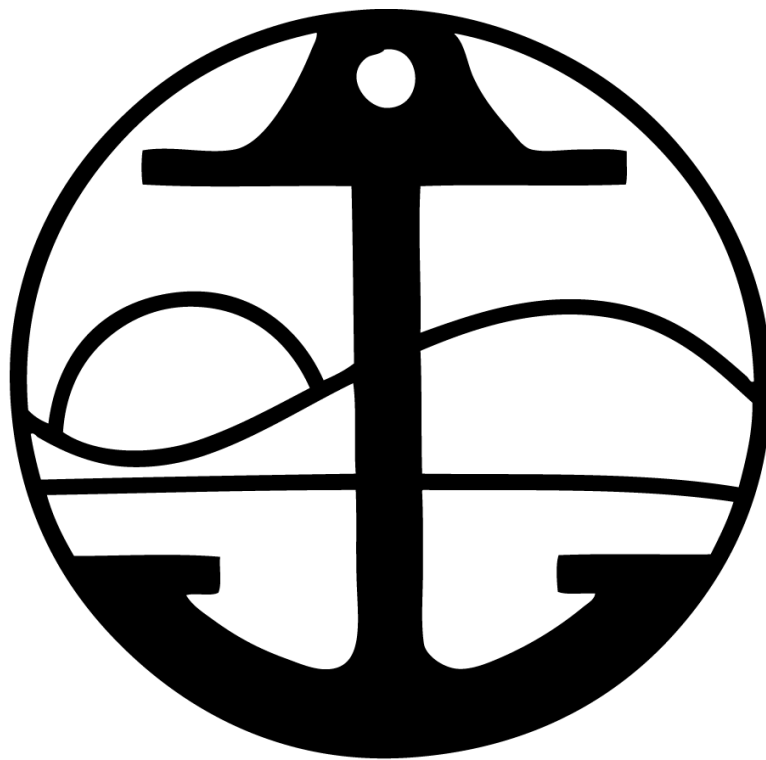


RULES AND REGULATIONS OF THE PITTSBURG MUNICIPAL MARINA



Pittsburg Municipal Marina
51 E Marina Blvd.
Pittsburg, CA 94565
(925) 439-4958

MISSION STATEMENT

The spirit and intent of these Rules and Regulations is to provide a clean, safe, orderly and peaceful Marina for your vessel, and for those individuals permitted to live here.

If this rulebook does not specifically say you can do something consider it not allowed.

PITTSBURG MUNICIPAL MARINA
51 E MARINA BLVD.
PITTSBURG, CA 94565
RULES AND REGULATIONS

Section 1 – DEFINITIONS

For the purpose of this chapter, unless otherwise apparent from the context, certain words and phrases shall have the meaning ascribed to them as follows:

- A. “BERTH” shall mean a place to tie a vessel assigned by the Harbor Master.
- B. “CHANNEL” shall mean any waterway now navigable by vessels including the structure and facilities created to facilitate navigation.
- C. “CITY” shall mean the City of Pittsburg.
- D. “FLOAT” shall include any floating platform normally used for the mooring or securing of vessels.
- E. “MARINA” shall mean a portion of inland waters within the jurisdiction of the City including public lands and shore, and the structures and facilities provided within the enclosed body of water and shore for the mooring and servicing of vessels and the servicing of their crews and passengers.
- F. “HARBOR MASTER” shall mean the person charged with the daily operations of the Marina or his duly authorized representative.
- G. “PIER” shall mean a structure built out into the water with piles for use as a landing place.
- H. “ON LIFE SUPPORT” shall mean any vessel requiring full time electrical use of bilge pumps to keep afloat.
- I. “RESIDENCE” shall mean any vessel, located within the Marina boundaries, used as a residence in accordance with State of California definitions of a “Residence” as amended from time to time.
- J. “RESIDENTIAL PRIVILEGES” shall mean the month to month contract by which a permittee will rent a berth to be used as a residence, (Live Aboard).
- K. “ONE VISIT REPAIR” shall mean a single repair of an unscheduled nature. A repair that is not part of normal maintenance.

Section 2 – HARBOR MASTER

The Harbor Master for the Pittsburg Marina, or a duly authorized appointee, shall be the City's representative in charge of all Marina operations. All persons entering the Marina area, whether by boat or as pedestrians, should contact the Harbor Master in regards to the rules and operational procedures of these docking facilities.

The Harbor Master shall interpret and enforce the rules, regulations, and ordinances pertaining to the Pittsburg Marina. In the absence of the appointment of a Harbor Master, the duties of the Harbor Master shall be exercised by the City Manager or any assistant, deputy, or employee designated by him.

Every vessel entering the Marina shall immediately become subject to the order and direction of the Harbor Master and he/she will have authority to enter upon any vessel in the Marina in the performance of his/her duties.

The Harbor Master, or his/her assistants, shall have the authority to designate the area in which any vessel shall be berthed and may require any vessel to change its berth in the Marina. If a vessel does not change berths after notification, it may be moved by the Harbor Master and towing charges added. Vessels may anchor in the Marina only with the permission of the Harbor Master.

The Harbor Master, or his/her authorized representative, may refuse Marina use to any vessel at his/her discretion. For example, derelict boats, vessels needing major overhaul and non-self-propelled vessels other than sailboats.

Section 3 – LIABILITY AND VESSEL INSURANCE

- A. Pittsburg Marina personnel will provide assistance to tenants and other vessels as feasible and during emergency situations. However, the vessel owner shall be responsible and assume all liability for damages caused to City property, or to other vessels within the Marina. Owner agrees to pay any damage caused by his/her vessel, family, guests, employees or agents.
- B. Lessee shall procure and maintain, for the duration of this Lease Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Lessee's use of the Pittsburg Municipal Marina. The cost of such insurance shall be borne by the Lessee and shall in the amounts of no less than Three Hundred Thousand Dollars(\$300,000) combined single limit (CSL) for each occurrence.

Section 4 – REGISTRATION AND NUMBERING

- A. The owners of every undocumented vessel entering and berthing in the Marina must be registered and numbered as provided by the laws of the State of California, or the State in which it is registered. The owner shall keep the registration of each vessel current.
- B. The owners of documented vessels entering the Marina shall furnish all information relating to the vessel and the ownership thereof as may reasonably be required by the Harbor Master.

Section 5 – COMPLIANCE WITH RULES AND REGULATIONS

All persons using the Marina shall comply with all of the Rules and Regulations adopted by the United States of America, State of California, and local agencies with regard to water safety requirements, operation and maintenance of boats. The Harbor Master is authorized to enforce all said Rules and Regulations and to deny use of the facilities at said Marina for violation of said Rules and Regulations.

Section 6 – VIOLATION OF RULES AND REGULATIONS

- A. An applicant for a berth assignment agrees by his/her signature on the application form, to comply with these Rules and Regulations.
- B. The Harbor Master shall have the right to deny the use of the Marina and to cancel the berth assignment and require removal of any boat of any owner, who in the opinion of the Harbor Master fails to comply with the Rules and Regulations of the Pittsburg Marina.

Section 7 - PENALTY

Every person violating the provisions of these Rules and Regulation, local laws and Harbors and Navigation laws, shall be deemed guilty of an infraction and subject to eviction from the Pittsburg Marina. That will include any threats made against the Harbor Master, his/her assistants or other tenants in the Marina.

Section 8 – ENFORCEMENT

The Harbor Master, his/her assistants and Pittsburg Police Department shall enforce the provisions of this document, local laws, and the provisions of the Harbors and Navigation codes.

Section 9 – BERTHING

- A. There are two classes of berth rentals in the Pittsburg Marina; permanent and transient.
 - 1. Permanent rentals are made to owners desiring to berth their boats for a period of one month or longer.
 - 2. Transient rentals, as available, are assigned to owners desiring to berth their boats for one month or less.
- B. Applications for berths in the Marina shall be made to the Harbor Master on the forms furnished by him/her. Berth assignments will be made according to the precedence of the request.
- C. Every boat shall be berthed in the space assigned by the Harbor Master. The Harbor Master shall designate the proper berth size. No exchanges of berths between boat owners will be permitted without the prior approval of the Harbor Master.
- D. An Owner, upon approval of the Harbor Master, may retain the same berth assignment for another boat owned by him/her provided the latter boat is within the classification of the berthing space assigned.
- E. The Harbor Master will not recognize the sale or change of ownership of any vessel berth within the Pittsburg Marina in regards to berth assignment, berth, fee and or overall responsibility, until vacate documents are completed and new ownership is approved through the application process. No guarantee is made or implied that any vessel sold in the Pittsburg Marina will be reinstated under new ownership or given preference over applicants on a waiting list.
- F. The berth assignment of any berth holder, absent from his/her assigned berth, for a total of less than six (6) months in any twelve month period shall be cancelled. The only exception to this rule shall be an extended absence for a bona fide reason of which the Harbor Master has been informed in writing prior to the absence. The Harbor Master may require reasonable proof of the continued ownership and location of the vessel from time to time during the absence from the Marina. **Subletting is not allowed.**
- G. The holder of a permanent berth assignment of a specific size has no right to a larger berth in the event the holder purchases a larger boat, and must apply for the assignment of an appropriate berth in accordance with Marina Rules and Regulations. Berthing of a boat, the size of which is greater than that of the berth assigned to the holder, is not permitted.
- H. A berth holder that desires to cancel a berth agreement must give a two (2) weeks advance notice. To cancel a berthing agreement, a vacate form must be completed and arrangements will be made to credit your bill with any advance

payments that have been made. Berth holders must return all security keys and pay any outstanding bills that have been incurred.

- I. The Harbor Master shall have the authority to move, or relocate in the Marina, any boat berthed therein, that is in violation of any rules and regulations and has failed to cure such violation within ten (10) business days following written notice from the Harbor Master of the nature of the violation and demand to cure, or if such relocation is required for the safety and protection of persons or property, or is appropriate in order to obtain optimum utilization of facilities available. Owner also hereby appoints the Marina as his/her agent for designating a place of storage and safekeeping at his/her expense in the event that the Marina cannot store the boat described above on its own premises. Under the provisions of this contract, owner shall also reimburse the Marina for the cost of removal and transportation to and from said storage facility. Owner hereby grants the Marina permission to board the vessel for the said purpose.
- J. Unauthorized berth occupancy is prohibited and the Harbor Master is authorized to move or secure the boat until berthage has been assigned and fees have been paid. Unauthorized boats may be charged with trespassing.
- K. No vessel may be berthed in a manner, bow first or stern first, which results in any part of the vessel extending more than 2 feet beyond the end of the dock. All extra vessels such as dinghies must be moored within dock space assigned. All extra vessels moored in other berths will be considered unlawfully berthed and may be moved by the Harbor Master at the owner's expense.

Section 10 – BERTHING CHARGES

All charges for rent shall be due and payable monthly in advance of or before the first day of each month and shall be delinquent on the 15th day of each month for which the payment is due. All charges for service and supplies shall be due upon billing and shall be delinquent fifteen (15) calendar days thereafter. If any payment is delinquent as provided herein, a penalty of ten percent (10%) shall be added and paid in addition hereto.

Section 11 - NON-PAYMENT OF CHARGES

- A. Any berth assignment, the fees for which are 15 days delinquent shall be given a 30 day written warning.
- B. No person shall remove or cause to be removed from the Marina any vessel upon which charges for berthing or any other proper charges, are delinquent, without paying all such delinquent charges.
- C. In accordance with the provisions of Division 3, Chapter 2 of the Harbors and Navigation Code of the State of California, the charges for berthing fees or charges for service liens upon a vessel, and when these are delinquent fifty (50) days or more, an action may be brought against the owner or berth holder to enforce payment of the lien by the Harbor Master, and the vessel with all its

appurtenances and furnishing may be attached as security for the satisfaction of any judgment that may be recovered in the action.

If the attachment is not discharged, and the judgment is recovered, and an execution is issued thereon, the vessel and all of its appurtenances and furnishings may be sold at public auction and the proceeds applied in accordance with the above provisions of the Harbors and Navigation Code.

- D. Any berth holder whose berth rent payment is delinquent on three (3) or more occasions within a three (3) year period shall be designated a “Habitual Late Payer.” The Harbor Master shall have the option to terminate the berthing agreement of any “Habitual Late Payer” on the occasion of any subsequent delinquencies in payment of berth rent.

Section 12 – MAINTENANCE AND CARE OF BERTHING, ANCHORING AND MOORING OF VESSELS

No person shall willfully or carelessly destroy, damage, deface, or interfere with any public property within the Pittsburg Marina including docks, restrooms, showers, laundry room, and parking areas. No person shall alter any berth or install or construct anything in the Pittsburg Marina without prior written permission from the Harbor Master.

- A. All vessels shall be berthed and secured with proper care and equipment, and such berthing or equipment shall be maintained at all times in such a condition as to meet with the approval of the Harbor Master.
- B. In the event that vessels are not so maintained, the Harbor Master may supply lines or fittings, or replace inadequate lines and fittings or may care for the vessel in such a manner as to minimize damage to the vessel or floats. A charge for this service and for any lines, fittings and materials used and supplied by the Harbor Master to protect vessels is not returnable.

Section 13 – MAINTENANCE OF VESSELS

- A. It is the vessel owner’s responsibility to monitor and maintain the corrosion protection system on his/her vessel as specified by the manufacturers of that vessel.
- B. Repair or the maintenance of a vessel may be accomplished while such vessel is in its berth provided all such work is done within the confines of the vessel itself and is not carried on in any manner whatsoever upon floats, gangways, docks or boats. All materials used in such repair or maintenance work must also be kept within the confines of the vessel and may not be kept upon floats, gangways or docks. Spray painting is not permitted in the Marina.
- C. All vessels must be maintained in a reasonable manner and not allowed to become unseaworthy or in deteriorated condition.
- D. All vessels not maintained to reasonable standards will be given a 30-day notice of cancellation of berth privileges.

- E. Any and all canvas on a boat must be maintained in a reasonable condition, free of tears, rips, etc. No plastic tarps are allowed. All vessel coverings must be marine quality canvas material.
- F. No boat shall be materially or structurally altered, repaired, rebuilt or engine(s) removed /installed except in such authorized spaces as designated by the Harbor Master.
- G. No paint shall be removed by any means from any boat in a slip other than for minimum maintenance. All residual, paint and dust must be controlled and kept out of the marina waters and off other boats.
- H. Fueling and defueling of vessels other than at fuel pier is prohibited.
- I. Oil absorbent pads must be kept in bilge at all times.

Section 14 – SEAWORTHINESS

All berth holders shall use their vessels on a regular basis. Berth holders may be required to demonstrate to the satisfaction of the Harbor Master that the vessel is capable of navigating under its own power. All vessels must be maintained in operable condition for emergency purposes. Any vessels designated as “sinkers” by the Harbor Master are subject to Eviction.

Section 15– CONTINUOUS USE OF VESSEL

A vessel that is berthed in the Marina can be used for eating and sleeping purposes for a period not to exceed 3 days in any seven-day period. Any owner or operator wanting to use his/her vessel longer than 3 days must notify the Harbor Master and may be designated to live aboard status and subject to live aboard rules specified in Section 38.

Section 16 – MAINTENANCE OF FLOATS, DOCKS, GANGWAYS, ETC.

- A. Floats, gangways, top of lockers and docks shall be kept clear at all times, of skiffs, tenders, miscellaneous gear, debris or other hazardous obstructions.
- B. Any condition aboard or around any boat, float, or gangplank caused by the berth holder, which, in the opinion of the Harbor Master constitutes a fire hazard, health menace, or danger to public safety, shall be corrected or removed immediately to the satisfaction of the Harbor Master. In the event of the refusal or neglect of the owner to remedy forthwith the said conditions the Harbor Master shall effect such correction or removal and may cancel the berth assignment for non-compliance.
- C. Boarding platforms or ladders on floats shall be permitted, subject to the prior approval of the Harbor Master, provided that any platform used for boarding shall not be over eighteen (18) inches in width and not over three (3) feet high, and shall be of a lightweight construction. The platform shall not be used as a storage locker. Any deviation in specifications must be approved by the Harbor Master.

- D. No person shall build or place in or about the Marina, any structures, such as walkways, gangplanks, finger floats, rubbing piles, dock boxes, etc. without prior written approval of the Harbor Master.
- E. Dock Boxes are not allowed. All existing dock boxes will be removed as opportunities arise.
- F. All garbage must be deposited in receptacles furnished by the City for that purpose, or removed from the Marina area. Receptacles provided by the City shall be used only for refuse generated at the Marina. No garbage, trash tree trimmings, grass clippings, discarded furniture, appliances, junk, etc., from outside the Marina area shall be placed in the trash receptacles.
- G. The City of Pittsburg will not be liable for any cost, damage, or service charge incurred in the event that City staff or its agents must act to remove or contain the above discharged or dumped materials. In addition, a service fee will be charged to the responsible party for staff time, materials and equipment used for containment or removal.
- H. Fuel containers may not be stored on docks or walkways. Fuels stored in vessels must be in proper containers and not visible from docks.
- I. Batteries, waste oil or any other hazardous substance may not be placed on any docks, floats or gangways at any time. All such hazardous substances must be hauled for proper disposal to the appropriate facility designated by the Harbor Master.

Section 17 – PUMPING AND RAISING

- A. If in the opinion of the Harbor Master, a boat is in danger of sinking he/she may pump out the water from the vessel and charge the cost of the emergency service to the berth holder, in accordance with the fee schedule established by the City of Pittsburg.
- B. Any vessel requiring more than one pump out to avoid sinking will be considered unseaworthy.
- C. Any vessel requiring electrical lifeline support for continuous pumping to avoid sinking will be considered unseaworthy.
- D. All vessels considered to be unseaworthy by the Harbor Master will be given a 30-day notice of cancellation of berth assignment.

Section 18 – ABANDONED VESSELS

- A. It is unlawful for any owner or other person in control of any vessel to abandon any vessel, watercraft or object in the Marina or on the tidelands or submerged lands.

- B. Any such vessel, watercraft or other object may be removed and disposed of by the Harbor Master as provided by the Harbors and Navigation code. The cost of such removal and disposition incurred shall be paid by the owner or person in control of such vessel, watercraft or other object.

Section 19 – SUNKEN VESSELS

- A. Any owner or operator of a vessel, watercraft or object which sinks accidentally or otherwise within the Marina or entrance thereto, shall immediately mark it with a buoy or beacon by day and by a lantern or light by night and maintain such markings until the sunken vessel, watercraft or obstruction is removed.
- B. The owner or operator of a vessel, watercraft or object shall immediately advise the Harbor Master of the sinking and immediately commence removal of such vessel, watercraft or object and prosecute the removal diligently to completion.
- C. If the owner or operator of such sunken vessel, watercraft, or other object fails, neglects or refuses to remove such sunken vessel, watercraft or other object in a reasonable time, the Harbor Master may cause the removal of such vessel, watercraft or other object and dispose of it as provided by the Harbors and Navigation Code or other applicable law.
- D. The owner or owners of such vessel, watercraft or object shall be liable to the City or its service vendor for costs incidental to the removal raising and/or disposition.
- E. In the event a sunken vessel discharges any oil and or hazardous substance into the water, it shall be the responsibility by law for the sunken vessel owner/operator to contact and advise the Coast Guard Marine Safety Station at (415) 671-5016 or 1-800-424-8802 that an oil and/or hazardous spill has occurred. (33 United States Code 1321).
- F. It shall also be owner/operator responsibility to assume all liability and cost incurred for the removal of oil or hazardous substance discharged into the water. (33 United States Code 1321).
- G. Oil/hazardous substance includes oil of any kind or in any form including, but not limited to petroleum, fuel oil, sludge oil, refuse oil, mixed waste and other substance declared hazardous by Coast Guard regulations.
- H. A fee will be charged to owners/operators of sunken vessels for all City of Pittsburg staff time, equipment and material expended relative to the sunken vessel.

Section 20 – USE OF WATER AND ELECTRICITY

- A. Charges for water and electricity under normal usage are included in mooring fees.

- B. Continuous use of water for siphoning is prohibited except in the case of emergency. The existence and nature of the emergency shall be reported immediately to the Harbor Master.
- C. Excessive use of electricity for heating, cooling and other purposes is prohibited. If the Harbor Master is of the opinion that there is excessive use of electricity by a berth holder, he/she may attach a meter to the outlet for measuring actual consumption.
- D. Only marine approved electrical connections shall be allowed. Only marine approved shore power cords may be used.

No household extension cords for dockside power shall be used to transfer shore power.
- E. Any vessel requiring multiple cords for multiple bilge pumps, and is therefore on continuous electrical life support will be evicted.

Section 21 – LABOR AND SERVICES FOR HIRE

No person shall perform any work on, or provide any service to any lessee or boat within the Marina for which said person received a fee, compensation or any other thing of value, unless said person has first complied with the following provisions.

- A. A business license has been obtained from the City of Pittsburg.
- B. Permission granted to enter the docking facility by the Harbor Master.
- C. Acknowledges to agree to perform such service or work in conformity with regulations imposed by the Harbor Master.
- D. Has proof of liability insurance.
- E. Harbor Master must approve “one visit repairs”. Maximum of one “one visit repair” per year is allowed.

Section 22 – TEMPORARY CLOSINGS

Marina assets, such as parking lots, basins, docks, etc. may be closed temporarily for dredging repairs, maintenance repairs, city wide festivals, water sport activities, etc. The Harbor Master will attempt to give notification of any such closures.

Section 23 – ACCIDENT REPORTS

A duplicate copy of any report of any accident occurring in the Marina shall immediately be filed with the Harbor Master.

Section 24 – BBQ RULES OF OPERATION

- A. No open fires
- B. A water supply must be available within 3 feet of BBQ such as, water hose or bucket of water.
- C. A fire extinguisher must be available within 20 feet.
- D. A BBQ must not be left unattended at anytime.
- E. A BBQ must be sufficiently small so it can be stored aboard a vessel.
- F. Due to all wood construction there is no dockside BBQ allowed in sheds 1, 2, and 3. Sheds 1, 2, and 3 will require marine approved BBQ that suspends out over the water.
- G. All tenants using a BBQ understand and accept full responsibility for any BBQ related fires or other incidents of harm to other tenants or their property.

Section 25 – MINORS IN MARINA

No person under the age of sixteen (16) years may go, remain, or be upon any of the gangways, floats or vessels in the Marina, unless such person is accompanied by an adult.

Section 26 – FISHING

- A. No fishing from rocks lining the Marina shoreline. No climbing over barriers onto non-pedestrian areas for the purpose of fishing. No fishing from docks other than the dock containing the berth the tenant has been assigned.
- B. Cleaning of fish on floats, docks and gangways is strictly prohibited within Marina.
- C. All fish caught outside Marina must be processed daily. No person shall throw fish overboard at the dock or from vessel within Marina. No fish shall be discarded in Marina trash bins.

Section 27 – UNNECESSARY DISTURBANCE

The owner of the vessel is responsible for his/her conduct and action of his/her crew and guests at all times. No excessive noise, constant boarding and debarking of vessel, propping open gates, etc., especially from 10:00 p.m. to 7:00 a.m., shall be allowed. Violation of this rule shall be cause for cancellation of the berth assignment by the Harbor Master.

Section 28 – SWIMMING IN MARINA PROHIBITED

No person may swim, bathe, or wade in any portion of the Marina, with the exception of entering the water to clean or maintain the bottom of a vessel. Bottom cleaning by tenant entering the water must be approved by Harbor Master.

Section 29 – ANIMALS

- A. In accordance with county and city regulations, no person owning or possessing any animal, licensed or unlicensed, shall permit it to be at large within the Pittsburg Marina. Dogs or other animals must be kept under restraint by leash or other secure methods while within the Marina area.
- B. Tenants allowing their animals to defecate on docks, floats, gangways, etc. will be evicted.
- C. Tenants will not allow their animals to become a nuisance.

Section 30 – DISPOSING OF REFUSE

- A. No person shall throw, discharge or deposit from any vessel or from the shore or float any refuse matter of any kind whatsoever into or upon the waters of the Marina, or in, on or upon the banks, walls, sidewalks, or beaches of any waters within the boundaries of the Marina area.
- B. No person shall discharge upon the waters of the Marina any refuse from cooking activities; this includes food leftovers, dirty dishwater, etc.
- C. No person shall dump or discharge oil, spirits, inflammable liquid, or contaminated bilge water into the Marina.
- D. All garbage must be deposited in receptacles furnished by the Marina for that purpose, or removed from the Marina area.
- E. Oil, oily water, and batteries will be accepted and properly disposed of by Marina office.

Section 31 – SEWAGE AND SANITARY FACILITIES, PUMP OUTS

- A. It is unlawful for any person to discharge sewage into the waters of the Marina.
- B. No person shall operate or berth in the Marina any vessel equipped with a toilet unless such toilet is sealed or otherwise rendered inoperable or designed so that no human excrement can be discharged into the waters of the Marina.
- C. All tenants granted live-aboard status are subject to the regulations as written in Section 38 of this document.

- D. Pump out services are available at the Marina fuel dock.

Section 32 – RESTROOMS AND SHOWERS

- A. Several restrooms are located within the Marina area. If at any time a berther notices something unusual or that the restrooms are in need of service, the berther should notify the Marina office.
- B. These facilities are for tenant use only and are designated men-women. No co-ed showering is permitted

Section 33 – SECURITY, GATES, FENCES

In an effort to provide security for Marina tenants, boats, vehicles and other property we have a gate key system. This system is only as secure as the people using it.

- A. Anyone holding gates open, propping gates open, or disabling gates in any way will be subject to eviction.
- B. All areas within the Marina gate system are regarded as private property. Anyone observed within this area and not a guest of a Marina tenant will be regarded as a trespasser. Any past tenant having vacated or having been evicted entering this private property with a non-returned key will be regarded as a trespasser.
- C. Anyone observed jumping the fence or on another dock other than his/her own without permission will be regarded as a trespasser.
- D. All trespassers will be reported.

Section 34 – PARKING

- A. Parking allowance is one berth, one vehicle. An additional vehicle may be allowed at the discretion of the Harbor Master. Long-term parking is by permission only. All vehicles parked on Marina property must display a Marina parking decal, which can be obtained from the Marina office.
- B. No boats, trailers, or motor homes are allowed.

Section 35 – VESSEL TRAFFIC WITHIN THE MARINA

- A. As this public inlet is in cooperation with private docks and housing, the following sections shall apply to Marina park waters only.
- B. The water within the Marina Park shall be under the jurisdiction of the Pittsburg Municipal Marina.

- C. All applicable Marina rules and regulations shall be enforced to maintain public and vessel safety within this inlet.
- D. All vessels approaching or within the Marina must be operated in a safe and prudent manner and in no event shall the entrance to the Marina be blocked by boating activities.
- E. The speed of any vessel within the Marina shall not exceed five (5) miles per hour, except under emergency conditions.
- F. No vessel shall be operated in the Marina except for the purpose of entering or leaving a berth and necessary maneuvering in connection therewith.

Section 36 – CHARTER VESSELS

All charter vessels must obtain a permit from the Harbor Master and a business license from the City of Pittsburg prior to the use of any Marina facilities for the purpose of boarding or discharging passengers. Upon obtaining the permit, such vessels must use the area designated by the Harbor Master, must schedule their activities with the Marina Office, and pay fees established by the Pittsburg City Council.

Section 37 – SOLICITATION, ADVERTISING, AND SIGNS

- A. Solicitation of patronage in the Marina is prohibited.
- B. No person shall row, propel, navigate or maintain any vessel or float in the marina for the purpose of advertising.
- C. No signs of any kind or description shall be posted anywhere in the Marina without receiving prior approval from the Harbor Master.
- D. No vessel shall display a “For Sale” sign and/or price that is visible to the public. All such transactions must be handled by the tenant without request for showing vessel or allowing access to docks by Marina personnel.

Section 38 - VESSELS USED AS A RESIDENCE

Staying aboard a vessel four (3) nights in any seven (7) consecutive day/night period, regularly, will be considered residing on a vessel and a permit is required. The Harbor Master will consider written requests for temporary use of a vessel for residency such as vacation, temporary or visitor’s berthing, or extenuating circumstances or other reasonable use. Unauthorized use of a vessel as a place of residence may result in cancellation of the permit to berth the vessel in the Marina. The Harbor Master shall designate those berths available for residential status at his/her discretion, in accordance with any rules as provided by the Harbors and Navigation Code. Permittees and their vessels will be subject to the following conditions:

- A. Residential Privileges received from the Harbor Master by a permittee must be for a vessel minimum 28 feet in length, kept in good repair and in seaworthy condition. The vessels must not be permanently attached to the dock and must leave the Marina waters at least once for a minimum of four (4) hours in each ninety (90) day period. Only the owners of the vessel may reside aboard. The applicant shall furnish proof of ownership of the vessel for which residential privileges are requested. The vessel must be equipped with a telephone capable of accessing the local telephone system. The installation, maintenance and monthly cost of said telephone is to be borne solely by the permittee.
- B. The Harbor Master has the right to refuse a request for a vessel to be used as a residence in the Marina, for derelict vessels, vessels in need of substantial repairs, and vessels not in operational order as intended by design.
- C. Any emergency, unusual event or violation of regulations noted by the permittee shall be reported to the Harbor Master.
- D. Only a permittee with residential privileges and two (2) other persons may use the vessel as a residence. Persons who are not permittees may reside on the vessel only when a permittee is in residence. The Harbor Master is to be notified in writing of the names of all persons residing on the vessel. A vessel may not be rented out for residential purposes. **No subletting is allowed.**
- E. Residence privileges are not transferable with the sale of the vessel. Permittees who have residence privileges may purchase a new vessel and retain these privileges, if a suitable berth for the new vessel is available, and the vessel otherwise meets the requirements in subdivision (a) of this Section.
- F. The owner of a pet that creates a nuisance or generates in excess of three complaints will be required to remove that pet from the Marina. Unless on board a vessel, animals must be kept on a leash not exceeding six (6) feet in length. Pets are prohibited in the restrooms. Excessive violations may result in cancellation of the permit to berth vessel.
- G. Permission to use a vessel as a residence will be revoked if the Harbor Master receives continuous complaints of loud, boisterous, or unseemly conduct by those on board, or for violation of these or other Marina regulations as set forth herein.
- H. No signs for advertising or display shall be placed on the vessel.
- I. The vessel must be equipped with a sink, toilet, marine head, or other permanent waste receptacle, and must be equipped with a holding tank designed to retain all solid and liquid wastes until the wastes can be discharged into a sanitary sewer system or otherwise discharged according to law. The permittee will allow the Harbor Master to inspect such holding tank(s) from time to time upon demand. No waste matter from toilets, marine heads, holding tanks or any other such receptacle may be discharged into the waters of the Marina, and no waste or other matter may be discharged or thrown into said water.

- J. Permittees receiving residential privileges shall keep the area immediately surrounding their vessels in a sanitary and orderly condition to assure the preservation of the public health and safety. Extra dock boxes, lockers, clotheslines, bicycles on deck or dock, etc. are prohibited. Failure of any person residing on a vessel in the Marina to abide by these requirements will be cause for revocation of the privilege of using such vessel for residential purposes
- K. Payments of berthing fees and all other residence related charges must be kept current. If any charges become delinquent for thirty (30) days, the residence privilege will be revoked.
- L. At the end of each quarter of the calendar year, a permittee granted residence privileges must submit a log of his or her vessel's trips out of the Marina and a log of the dates the holding tank pump out station was used by the permittee.
- M. Permittees with residential privileges may park one vehicle in the Marina parking lot per person with a maximum of two vehicles at any one time.
- N. The use of any vehicle for the purpose of storage while parked in the Marina area is prohibited.
- O. Permittees with residential privileges must maintain a mailing address other than the Pittsburg Marina, and must have their mail delivered to such address.
- P. It is unlawful for any child under the age of sixteen (16) years to be upon any of the docks, gangways, floats or vessels in the Pittsburg Marina, unless accompanied by an adult.
- Q. The Harbor Master at his/her sole discretion may cancel the residential privileges upon giving thirty (30) days written notice to the permittee. The Harbor Master may order the immediate cancellation of a residential privilege if the vessel poses a danger to persons or property during a thirty-day cancellation notice period.

Section 39 – Contra Costa County Taxes

- A. Each berth holder will be responsible for county property taxes as determined by the County.

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