

# Norton's Shipyard & Marina, Inc.

Thank you for selecting Norton's Marina to service your boating needs! You are receiving this copy of "Rules & Regulations" to better acquaint you with some of the things that help this Marina operate successfully – it is important to us that you are happy here. This copy is given out with every agreement issued from Norton's Marina. We also want to provide you with an opportunity to review these terms at your own pace – to understand the "fine print" without having to squint. 😊

Your signature upon receiving this packet is your promise to read this information thoroughly and abide with those terms set forth herein. The Marina reserves the right to cancel any contract for violation of any said Rules & Regulations, or breach of terms, and to retain all amounts paid in advance hereunder as liquidated damages. An additional copy of the current Rules & Regulations of the Marina will be posted in the Marina office and further copies will be provided to the Vessel Owner upon written request. The Marina hereby reserves the right to change the posted Rules & Regulations from time to time.



## RULES & REGULATIONS HANDBOOK



- ≈ All Norton's rates & charges are based on a minimum of 26'feet unless noted otherwise.
- ≈ Any & all work is "due in full" at time of completion. No Vessel shall leave property unless billing has been satisfied. If payment is not made on time, any prior agreement rate or other discounts may be revoked.
- ≈ All Vessels hauled (except Norton's slip or mooring holders) are allowed a courtesy period of ten (10) days maximum on land at MARINA'S DISCRETION. Time after that will be billed for land storage, pro-rated.
- ≈ Vessels launched in the water that do not berth at Marina are allowed a maximum of two (2) days dockage pending availability & at sole discretion of Marina. After expiration of two days, regular daily dockage fees as established by Marina shall be applied.
- ≈ At all times, it is owner's responsibility to maintain the Vessel immediately upon work completion, & to arrange for Vessel's departure or relocation. Additional charges including dockage may incur if Marina can not reach Vessel Owner, or if Owner has not advised Marina in writing of specific arrangements.
- ≈ Vessel Owner's responsibility to review options of services selected with Office to ensure accuracy of anticipated charges. Marina reserves the right to adjust totals accordingly for any work requested or performed by Marina in keeping with the best interests of Vessel.

\*The Marina reserves the right to haul any boat for non-payment of account at the owner's expense. All claims for adjustments on any billings must be rendered within ten (10) days of receipt of bill after which time, no adjustments will be made. It is further understood that a maritime lien against the Vessel itself will secure any obligation to the Marina. The owner warrants and agrees that the contractual benefits, and all matters covered by our agreements, are such as will in every instance give rise to a maritime lien against the Vessel, in addition to any direct claims against the Owner or those in privity with him or the Vessel which may exist.

If payments are not made on time, contract will immediately revert to "due in full" with any previous applicable rate courtesies revoked. Our apologies, anyone with prior payment history concerns to Norton's may be asked to pay in full with this agreement &/or prior to any other work being performed on Owner's Vessel or account.



**RULES & REGULATIONS  
HANDBOOK**



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## STANDARD TERMS

1) **LOA:**

Tip-to-Tip (we reserve the right to re-measure & adjust totals of all applicable billings at any time if LOA of Vessel or Mast is different than stated by Vessel Owner or Representative.)

2) **RATES:**

The Marina reserves the right to adjust rates within a contract period in the event of tax revisions by the government and service charged revisions deemed necessary. A 2% environmental fee is additional to any & all charges the Marina issues. Interest charges at the rate of 1.5% per month will be applied to any overdue invoices, charges &/or additional fees. Electric use is metered & billed separately based on usage. Specific Agreement rates are based on a pre-established period of time commitments. – Higher rates will apply to all other dockage or mooring rental time periods. A fee of a minimum of \$40.00 is applicable to any check returned to us for non-payment/insufficient funds.

3) **ENVIRONMENTAL FEE:**

*A 2% environmental fee is applied to all bills other than store cash sales paid at the time of sale.* Most Marinas have already instituted an environmental fee in order to be able to afford compliance, and we found it difficult to come to terms with implementing this fee ourselves. However, once decided upon, we thought this to be the most equitable way to distribute it. We appreciate your understanding the necessity of having to raise costs to help maintain Marina compliances. As you know, many new regulators & regulations are looking closely at the marine industry. Not only from CRMC, DEM, EPA, The Clean Air Act, The Clean Water Act, Save The Bay & The Army Corps Of Engineers, but more regulations are expected, similar to the Head Decal Program, Storm Water Run-Off, Point & Non Point Discharges and bottom washing recycling requirements, to name but a few! We are attempting to comply with as many as possible, but as you can guess, none of them are inexpensive. Also, we still have sewer lines (& objections from our long-time neighbors, the East Greenwich Yacht Club) to contend with in order to continue implementing improvements to our Marina property and for everyone's enjoyment.

4) **MARINA PROPERTY**

Any time a Vessel is located on, at, near, or in any way at a location affecting Marina's property, Marina shall have the sole & exclusive authority to dock, store &/or maneuver the Vessel or direct Owner to maneuver the Vessel, as Marina deems appropriate.

5) **SUBLETTING, TRANSFER & ASSIGNMENT:**

Under no circumstances shall Owner sublet, transfer or assign this Agreement or rights hereunder.

6) **REASSIGNMENT:**

Nothing in our Agreements shall prohibit Marina from exercising the right, in its sole discretion, to relocate &/or reassign slips if determined by Marina that relocation &/or reassignment is advantageous to the functioning of Marina's business &/or property. Owners are **NOT** permitted to move Vessels into unassigned Marina locations without express authorization of Marina Management/designated representatives.

7) **AGREEMENT SERVICES:**

≈ Un-stepping or stepping the mast, scraping the bottom if badly fouled, engine work, removing the batteries or covering the Vessel are not included in any contractual agreement - These charges are separate & will be billed & due upon completion.

≈ Slip Agreements includes use of docks & floats and reasonable parking facilities. Slip Agreements do not include the use of dinghy docks &/or any equipment &/or services incidental to such dinghy docks – such are for the exclusive use of mooring customers.

≈ Owner's stands, dinghies, & equipment must be clearly marked with the boat or Owner's name.

8) **ADHERENCE TO MARINA POLICIES & TERMS:**

Owner shall abide by rules, rate adjustments, and regulations from time to time as established by Marina and Owner shall conform, and be solely responsible for causing, Owner's employees, agents, servants and guests to conform, to such Rules & Regulations, including those set forth in this Agreement. Marina shall not be liable to Owner or any other person for violation of the same by any other Vessel Owner or individual on Marina's property.

9) **INSURANCE:**

**INSURANCE:** We require a current copy of declarations page, to be supplied by owner or insurance company annually upon each renewal & before this agreement or any work is accepted.

Owner agrees to have Owner's Vessel covered by a full marine insurance package (hull coverage as well as indemnity and liability coverage). Owner agrees to release and discharge and indemnify and hold harmless Marina from any and all responsibility for injury (including death), loss, or damage to persons or property in connection with Marina's services hereunder &/or Marina's property, docking facility, or storage area not resulting from the recklessness of Marina &/or its employees. This release, discharge, and indemnification shall cover, without limitation, any loss or damage resulting from Marina's employees docking or hauling Owner's Vessel, vandalism, theft, fire and high/low water, wind, collision, ice, rain, terrorism, or any other act of God.

We do not ask for this document to aggravate anyone or to imply coverage is not in effect. We ask for it because we are required to maintain it by our Insurance Co., and because it is required in your Marina agreement. We maintain an updated database with all expiration dates and will notify you as our copy is due to expire. Customers without insurance are in violation of their Marina Agreement and could be subject to immediate Agreement cancellation.

## 10) EMERGENCIES:

Marina assumes no obligation to perform any emergency services whatsoever. It is the responsibility of Owner to arrange for emergency services including, but not limited to, evacuation &/or safe anchorage for Owner's Vessel, & preparation for and observance of proper storm procedures. Owner hereby agrees that in the event of an emergency, Marina may take any & all action that, in Marina's sole discretion, Marina deems necessary including, but not limited to, placing extra lines on Vessel, pumping Vessel, moving Vessel, &/or any other measures taken to further the safety of Vessel, other boats, property, persons, &/or slips. Owner agrees to pay any charges for such services rendered by &/or third parties retained by Marina.

## 11) ELECTRICITY/UTILITIES:

Owner shall pay immediately upon Owner's receipt, all bills applicable to Owner & said Vessel. Marina reserves the right to require Owner to utilize an automatic water nozzle on water hoses to help conserve water &/or to meter any Vessel. Boats that plug in & use electric will have beginning readings recorded upon arrival at their permanent slip & billed regularly, those that do not use electric will not be charged.

The cost of electric continues to rise for Marinas and now tops over \$6,000 per month for Norton's Marina. Many places incur costs over \$100,000 annually – Norton's weighs in at approx. \$85,000 per year. Boat owners can assure minimal troubles throughout the season by assisting management in plugging in properly and adhering to appropriately marked posts to plug in to.

**Note:** In most cases, each Slip (your side) will be assigned a side of the power post, which house a 30 & 50 amp plug. A label maker will be used and include the Vessel's name adhered to the post and corresponding label on the shore power cord – male end. **It is important to understand most power posts have one meter per side, which means that meter is monitoring both the 30 and 50-amp receptacles. This is important, that you and ONLY YOU plug into your side of the post. DO NOT let your neighbor plug into your side of the post or you will be paying for his/her electric.** When there are two meters on the side of a post, the 30-amp and 50-amp are metered separately. There are only a handful of these between B & C docks.

### What to do for an extended leave:

If you are venturing out on an overnight excursion, please notify your dock attendant. If the dock attendant is not available, please make note of your meter reading & contact the office immediately with it – leave a message if necessary (after hours), write it down & slip into the mail slot on the office door, or email it. If they are available, make sure they record your last meter reading. You should, upon your return, check the meter reading as well so you can be sure the readings are in agreement. This is a very important step to not overlook because of the fact that while you are away from your slip overnight Norton's Marina can put a transient in your slip. You do not want to pay for their air-conditioning.

With a little help from all of us, this necessary transition should flow as smoothly as the electric does to your boat. This ultimately will give you the power to control your own monthly consumption.

### Some examples:

1. You have a 50-amp cord – plug into the 50-amp receptacle. *Do not* use the 30-amp receptacle.
2. You have two 30-amp cords – this requires you to use your 50-amp to-30-amp splitter. Do not plug your 30-amp into your post and the other one to your neighbor's 30-amp (even if not being used!)
3. You have a 30-amp cord – plug into the 30-amp receptacle. *Do not* use the 50-amp receptacle.

## 12) CONTRACTORS/ SUBCONTRACTORS:

In order to permit Marina to exercise control over those persons who come onto Marina's property & to ensure the mutual safety & aesthetics of all, NO workmen/contractors other than those expressly authorized in writing by Marina shall be allowed to perform any work or provide any service to any Vessel on Marina's property, ashore or afloat, without prior written notice to Marina, & express written consent of Marina, upon such terms as shall be acceptable to Marina in its sole discretion, including a Certificate evidencing Liability Insurance & Workman's Compensation Insurance in an amount acceptable to Marina, in its discretion. Except as noted hereafter, Owner &/or Owner's unpaid helpers are privileged to work on the Vessel at no charge by Marina, with the understanding that Marina's tools & equipment are restricted to the use of Marina's employees ONLY & may not be utilized by Owner. All contractors, subcontractors, independent contractors & self-employed workers hired by Owner must show proof of insurance in the amount satisfactory to Marina in its sole discretion naming Marina as additional insured & register with & receive approval from Marina prior to commencing work on Marina's premises. Marina shall, in no event, be held responsible for any losses, costs, expenses, claim &/or damages of any nature resulting from work performed by any contractor, subcontractor or any other individual not employed by Marina including damages caused by any of the subcontractors or independent contractors permitted by Marina to provide services at Marina's property. Such entities include, but are not limited to, Elite Marine Repair, Electro Marine & Dockside Maid Services & the same are wholly distinct & separate from Marina. Marina will not, in any way, be held responsible for losses, costs, expenses, suits, demands, &/or damages resulting from such subcontractor/independent contractors' conduct &/or omission, whether negligent, intentional, reckless &/or as a result of such subcontractor or independent contractor being strictly liable under applicable law.

It is *Owner's* responsibility to conduct all follow-up with contractors/subcontractors including, but not limited to, Elite Marine Repair, Electro Marine and Dockside Maid Services, to ensure boat preparations are completed for haul or launch readiness. Marina will not be responsible for delays or changes in scheduling or resulting applicable charges due to lack of contractor/subcontractor readiness.

## 13) CONDUCT OF OWNERS:

Owner agrees to conduct his/herself and to ensure Owner's crew, agents, employees, servants or guests and any others for whom Owner is responsible conduct themselves at all times when on or near Marina's premises, or on any Vessel docked or stored therein, so as not to create any annoyance, hazard, obstruction or any nuisance whatsoever to Marina, other Vessel Owners or Marina's provision of services, including

launch service. This includes observance of good housekeeping and sanitation practices as well as the proper disposal of garbage. Owner shall be responsible to Marina for the actions and behavior of Owner's crew, agents, employees, servants, or guests and any others present at or near Marina's property at the invitation of Owner. Owner shall operate Owner's Vessel with due care for the safety of others, and will be responsible for damage Owner, Owner's crew, guests, agents, employees or servants may cause to others in and about Marina's property.

#### 14) **PETS:**

Pets must be kept under control and leashed at all times within Marina's property – they are not allowed to run free. **PETS 25LBS. OR MORE MAY NOT BE TRANSPORTED ON LAUNCH.** Marina offers temporary dockage to load pets as necessary – check with dock attendant on duty or the office to learn more. Pets found, in the discretion of Marina, to be either dangerous or violent are not allowed on Marina's property without the express written consent of Marina. We have provided doggie-trash bags & holders to dispose of your dog's waste!!!! We appreciate customers not using the parking lot or other walking areas without picking up after your pets.

#### 15) **SAFETY:**

- CHILDREN 12 & UNDER YEARS OLD MUST WEAR LIFE JACKETS WHEN ON THE DOCKS & LAUNCH.
- NO RUNNING OR BIKES ARE ALLOWED ON DOCKS.
- FISHING, DIVING OR SWIMMING IS NOT PERMITTED ON OR AROUND ANY SLIPS OR MOORINGS, NOR FISH CLEANING ON THE DOCKS.
- NO OPEN FLAMES OF ANY KIND ARE PERMITTED WITHIN MARINA'S PREMISES.
- OWNERS AND THEIR GUESTS MAY NOT USE THE VESSEL'S HEAD AND DISCHARGE THE SAME WHILE IN OR AROUND MARINA'S PROPERTY.
- ALL HALYARDS MUST BE TIED AWAY FROM THE MAST BEFORE LEAVING VESSEL.
- "FOR SALE" SIGNS ARE NOT ALLOWED ON VESSELS STORED AT MARINA WITHOUT THE WRITTEN CONSENT OF MARINA. THIS MAY BE CONSTRUED AS AN INVITATION TO CLIMB ABOARD, EVEN IN THE OWNER'S ABSENCE.
- NOTHING OF AN ELECTRICAL NATURE, INCLUDING BATTERIES, MAY BE LEFT ABOARD VESSEL IN WINTER.
- ENGINES MAY NOT BE STARTED OR RUN ON LAND.
- PURSUANT TO INSURANCE REGULATIONS AND MARINA'S SAFETY POLICIES, MARINA DOES NOT PERMIT ANY PERSON(S) OR ANIMALS TO RESIDE UPON VESSELS ON MARINA'S PREMISES.
- OWNER FURTHER AGREES TO KEEP THE AREA AROUND OWNER'S VESSEL CLEAN AND FREE OF DEBRIS.
- IT IS OWNER'S RESPONSIBILITY TO ENSURE WASTE TANKS ARE EMPTIED AND FUEL TANKS ARE EITHER FILLED OR DRAINED PRIOR TO STORAGE.

#### 16) **TEMPORARY SLIP USE/TRANSIENT RENTAL:**

When a slip is vacant due to the seasonal dockage holder being gone overnight or longer, Marina has the sole and exclusive right to rent it out to transients. Any seasonal dockage holder leaving Marina's property via Vessel shall notify Marina's Dock Attendant or Office personnel on duty as to the expected date and time of return to Marina's property. Marina, using this information, may assign seasonal slips to visiting boaters (transients), on a temporary basis with a view of having that slip cleared for the return of its seasonal dockage holder. Failure to notify Marina of expected date and time of return may result in Owner and Owner's Vessel being temporarily assigned to another slip or mooring until Owner's Vessel slip is vacated. Seasonal dockage holders shall also notify Marina at least four (4) hours in advance of their return to Marina if their trip plan is altered and an earlier return is anticipated. Efforts will be made to have the seasonal dockage holder's slip cleared by the time they arrive. However, it may be necessary to temporarily assign the seasonal dockage holder to another slip or mooring in the event that the transient boater presently occupying that slip cannot be located.

Any Vessel found to be occupying a spot in which *it does not ordinarily belong* without the express permission of Norton's Marina will be subject to daily transient dockage rates until the Vessel is relocated to its rightful position. Discounted rate may apply at Marina's sole discretion if Vessel ordinarily occupies an alternate location as previously established by Marina.

#### 17) **LAUNCHING**

Owner, Owner's agents, employees, servants, subcontractor, contractor, third parties retained by Owner &/or Owner's guests agree to assume, at launching, responsibility & liability for the Vessel's safety, unless prior written arrangements are made with Marina. Hauls & launches are not scheduled on Saturdays or Sundays; Marina will however attempt to schedule launches &/or hauls as close to the desired date as possible. In no event shall Marina be held responsible, & Marina shall have no liability whatsoever in the event the desired launch/haul date is not met for any reason. Daily dockage rates may apply upon launch. If leaving Vessel on land for work to be completed, pro-rated land storage will accrue after a max of 10 complimentary days. Should a contract revert to winter or summer storage only, summer storage charges may apply after April 15<sup>th</sup>, & winter storage any time after October 15<sup>th</sup>, regardless of scheduled launch date. **It is Owner's responsibility to follow-up with contractors/subcontractors incl., but not limited to, Elite Marine Repair, Electro Marine & Dockside Maid Services, to ensure boat preparations are completed to ensure haul or launch readiness. Marina will not be responsible for delays or changes in scheduling or resulting applicable charges due to lack of contractor/subcontractor readiness. BOAT MOVES ARE \$150.00 EACH.**

**18) MOORING SPECIFICS:**

Mooring Agreements **include** launch service (water taxi), the use of dinghy docks on a first come, first serve basis (Marina reserves the right to control &/or modify the same at Marina's convenience), courtesy docks & floats for a maximum of 1/2 hour (or shorter time as Marina deems appropriate), reasonable parking facilities, and other facilities as provided.

Marina provides full-time launch service with Mooring Agreements, subject to weather conditions, mechanical failures, & other issues affecting Marina's reasonable ability to provide such service, beginning on/about June 1<sup>st</sup> & extending through, on/about the first weekend in September (the "Mooring Period"). With respect to the time period outside the Mooring Period, Owner is solely responsible for providing own method &/or means of accessing the Vessel &/or moorings. Weather conditions & other issues permitting, Marina will undertake all efforts to have moorings available on /about April 15<sup>th</sup>. The Marina has the right to change the beginning & ending dates of the Mooring Period for any reason & shall not be held responsible for any claims, demands, expenses, losses, &/or damages whatsoever resulting from the unavailability of moorings for any reason, including Marina's modification of the beginning & ending dates of the Mooring Period. Agreement as set forth is primarily for the use of a mooring; launch services are considered a courtesy as of available dates posted below. Other than the services expressly referenced herein, Marina shall not be responsible for the provision of any additional services & it is Owner's sole responsibility to arrange for the same. Owner shall conduct him/herself &/or ensure that Owner's guests, crew, agents, servants, &/or employees conduct themselves, in a courteous and polite manner, and Owner &/or Owner's guests, crew, agents, servants, &/or employees shall not under any circumstances overuse &/or abuse Marina's employees, launch, services &/or equipment.

Upon launch, in the interest of loading & subject to availability, Owner is expected to move Vessel out from a temporary slip to its assigned mooring within a reasonable period of time (5 days maximum) from actual launch date unless prior arrangements have been made with Marina. Marina will charge a tow charge at a minimum of \$40.00 to move Vessel to an assigned mooring if in an unauthorized location, and reserves the right to charge Owner for daily dockage that accrues.

**19) LAUNCH USE (WATER TAXI):**

- ≈ No high heels or leather street shoes allowed, flip flops strongly discouraged.
- ≈ No dogs over 25lbs. allowed.

**Standard Launch Hours: Memorial Day Weekend - Labor Day: 8:00 a.m. - 10:00 p.m. every day.  
Spring, and Labor Day - Columbus Day: 9:00 - 6:00 Sat, Sun & Holidays  
(Marina will provide additional hours as available.)**

**20) DINGHIES:**

We are not responsible for dinghies left in the yard or on the docks. We strongly suggest valuables of any kind be removed from dinghy before leaving at the dock.

**21) HAZARDOUS MATERIALS:**

Owner is responsible for clean up and removal of any and all environmentally hazardous materials used on or near Owner's Vessel. This includes, but is not limited to, oil, paint, gasoline, and diesel fuel. Any person or persons found to have left such materials will be subject to a daily fine of at least \$25.00 p/day imposed by Marina in addition to any costs incurred for clean-up. Wherever possible, Owner is to dispose of garbage in the appropriate containers provided at Marina's property. If a Vessel leaks, Owner shall pay for labor plus a charge per pump, per day of not less than \$25.00.

**22) RISK OF LOSS:**

The Marina is not locked, nor is there a watchman on patrol. Owner recognizes that storage of Vessel, equipment &/or any other items is at Owner's sole risk. It is expressly agreed that Marina will not be responsible for any loss, theft, destruction &/or other damage of any items, nor will Marina be responsible for any loss, theft, destruction &/or other damage to Owner's Vessel or any other appurtenant to the Vessel including dinghies or other equipment in connection with any service provided by Marina. Owner does hereby indemnify & agree to hold harmless Marina, its agents, servants, employees & representatives, from & against any loss, cost or damage resulting to Owner's Vessel, &/or other property. In no event shall Marina be liable to Owner, Owner's employees, agents, servants, guests, invitees, & licensees as a result of Marina's inability to act due to circumstances beyond the control of Marina, including, without limitation, any emergency, terrorist or other situation, or any act of God. Marina will not be held responsible for damage to wind indicators, etc. mounted on mastsheads. It is Owner's responsibility to remove masthead gear. Given the difficulty in stepping or un-stepping a mast without damage to masthead units, Owner agrees that, in the event such units are left on Owner's Vessel Marina will not be responsible if damage occurs. Marina will automatically remove & store masthead gear, if possible, as part of stepping or un-stepping charges. Owner is responsible for providing chafe gear.

**23) ADVERTISING & SOLICITATION:**

No advertising or soliciting shall be permitted in any part of Marina's property without Marina's written consent.

**24) COMMERCIAL USE:**

Use of any Vessel moored, docked &/or stored at Marina's property for commercial purposes is prohibited without the prior written consent of Marina, in Marina's sole discretion.

**25) SECURITY INTEREST:**

Owner agrees that Marina shall have a security interest in, and a lien upon, the Vessel for any and all monies due to Marina which are outstanding, which lien &/or security interest may be enforced by possession and sale of Vessel in accordance with applicable law, including, without limitation, procedures set forth in Title 34, Chapter 35 of RI State Law of 1956, and any amendments thereto, or in accordance with the procedures set forth in Title 6A, Chapter 9 of the RI General Laws, and any amendments thereto as well as any other rights and remedies available at law or in equity. In the event that bills are not paid when issued by Marina to Owner, Owner agrees to pay a delinquency charge at the rate of 1½% per month on any unpaid balance. If a bill is not paid promptly upon receipt, Owner shall be in Default of this Agreement.

**26) GOVERNING LAW:**

This Agreement shall be interpreted, construed in accordance with, and governed by, the law of the State of Rhode Island.

**27) DEFAULT:**

If Owner fails to remove Owner’s Vessel &/or equipment from Marina’s property in a timely manner and in accordance with Marina’s Rules & Regulations for the movement of Vessels as may be established from time to time, or fails to make payments as required by this Agreement, or violates any term or condition of this Agreement, Marina shall have the option of:

- a) charging Owner daily rent in an amount to be determined by Marina for the space occupied by Vessel &/or equipment at Marina’s property &/or in water at or near Marina’s property; &/or
- b) arranging for Vessel to be removed from Marina’s property & stored at any location including, but not limited to, an off-site storage facility, with Owner obligated to pay any & all expenses incurred in connection with such removal, relocation &/or storage of Owner’s Vessel; &/or
- c) terminating this Agreement, retaining pymts made as liquidated damages, & demanding immediate removal of Owner’s Vessel; &/or
- d) conditioning release of Owner’s Vessel &/or equipment upon Owner’s payment in full of all monies due and owing to Marina &/or third parties retained by exercising Marina in connection with its rights hereunder; &/or
- e) Pursuing any other remedy available under law or equity.

**28) ATTORNEYS’ FEES:**

Owner agrees to reimburse Marina for attorneys’ fees, costs &/or expenses incurred as a result of a lawsuit, claim, lien, &/or any other collection or legal efforts by Marina against Owner incidental to Marina’s enforcement of any provision of this Agreement &/or to collect any amounts due from Owner, &/or to defend Marina due to the negligent, reckless &/or wrongful acts of Owner.

**29) NO WAIVER:**

The failure of any party to this Agreement in any instance to insist upon a strict performance of any term of this Agreement shall not be construed as a waiver or relinquishment for the future of such term, but the same shall continue in full force & effect. To be effective, any waiver must be in writing & signed by the party granting the waiver, & any such waiver shall apply only to the matter or instance so specifically waived, & not to any future instance. Any waiver or indulgence granted by a party to this Agreement shall not constitute a modification of this Agreement, except to the extent provided in such waiver or indulgence, nor constitute a course of dealing at variance with the terms of this Agreement such as to require further notice by the party granting the waiver of said party’s intent to require strict adherence to the terms of this Agreement in the future.

**30) SEVERABILITY:**

Any provision of this Agreement which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or un-enforceability without invalidating the remaining provisions of this Agreement in that jurisdiction or affecting the validity or enforceability of such provision in any other jurisdiction. To the extent of such invalidity or un-enforceability, this Agreement shall be reformed and construed as if such provision or part of a provision that would be invalid or unenforceable had never been part of this Agreement, it being the parties’ intention that such provision shall be reformed to the fullest extent permitted to be made valid and enforceable under applicable law.

**31) CAPTIONS AND HEADINGS:**

Captions and section headings, if any, used in this Agreement are for convenience only and shall not be used in connection with the interpretation of any provision of this Agreement.

**32) STORM & HAUL-OUT PROCEDURES**

These are basic marine guidelines & procedures for the safety & security of Owners, Vessels & their facilities. Owner should consult & abide by such authorities &/or materials as necessary to protect Owner, Vessel, &/or other persons or property if severe weather conditions arise.

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\* **STORM WATCHES** \*

**We wish to remind everyone of the EXTREME importance of checking your boat & its lines IMMEDIATELY when foul weather is forecasted. Norton’s Marina takes a very hard hit when foul weather strikes from the Northeast. It is not enough to look on the webcam ([www.nortonsmarina.com](http://www.nortonsmarina.com)) or to look out the window at home – conditions can appear very deceiving & often are misjudged in their severity for this particular location.** In the event of an actual emergency, as a courtesy, we will make every effort to contact everyone – but in the event we cannot reach the Vessel Owner, we will turn to our hurricane list (if appropriate) to make the best determination of a course of action. If you know you will be unavailable to attend to your vessel, please contact us immediately. If hauling out is determined to be the most appropriate response, we will expect the vessel owners to assist in bringing their vessel in a haul out line wherever possible. We remind you that while we do look out for all vessels in the marina, as always, it *remains* the Owner’s responsibility to come down to check on & properly secure the Vessel ... double up your lines, secure the sails, clear the decks, add chafe gear.

IN ALL CASES:

If we must do anything to a vessel in the interest of safety & in our best judgment, we will charge the boat owner accordingly – this includes putting appropriate sized lines on to tie to our docks (27’ or less: ½” line, all other size vessels should have ¾” line). In the past, some customers have expressed doubt that some of this is necessary - REMEMBER: In an emergency, we would have over 250 customer vessels to watch out for in addition to our own yard vessels & equipment - our manpower & time would be spread thin and does have limits. It is dangerous work to secure vessels in stormy weather – costly to you and to us both in valuable time and physical risks involved.

### **SERIOUS STORMS, IN SHORT**

Double up your lines, add chafe gear, clear the decks & docks, and secure your sails where appropriate!!! A quick walk through the Vessels currently here reveals over 80% of the vessels do not appear to have any chafe gear visible!

Call the office (401.884.8828) or email us ([info@nortonsmarina.com](mailto:info@nortonsmarina.com)) if you are not available or have someone else ready to check on your Vessel during a storm. If you have already made arrangements for someone else to watch out for your Vessel, please contact us via email or phone & advise us of that contact name.

Monitor local marine & weather news for up to date reports - We suggest <http://www.nhc.noaa.gov> or <http://weather.turnto10.com>

### **VESSELS ON MOORINGS**

- Be sure to have adequate chafing gear, preferably heavy leather or rubber hose.
- Run at least a second mooring pennant, and check all lines for wear.
- Remove and store all sails, biminis, gear, unused lines, wind indicators, masthead units, masthead gear.
- Remove dinghies from dinghy docks and put on high ground during a hurricane watch. Be sure to secure dinghies down.

### **BOATS IN SLIPS**

- Clear the docks as soon as possible. Note: it is the responsibility of Owner, prior to evacuation, to make arrangements for a safe anchorage for Owner's Vessel, as per the Slip Agreement.
- Fuel, water, electricity, & lights to docks will be shut off by Marina. No notice need be provided by Marina prior to effectuation of the same.

### **ALL VESSELS**

- Marina suggests at least three (3) adequate anchors with considerable scope and heavy chafing gear, as per Chapman's piloting. All storm security should, at minimum, equal Chapman's piloting recommendations.
- Marina, assuming time conditions permit, will use efforts to assist Owners in any way possible. Marina is not required to assist Owners and the decision whether and to what extent to assist will be left to the sole discretion of Marina; charges will be applied for labor &/or materials & facilities used and/or supplied. If possible, Owner should come to Marina in the event that Marina is hauling the Vessel out and assist the Marina in such efforts including, but not limited to, driving the Vessel around to the travel lift.
- In the event of severe inclement weather, Owner authorizes Marina to take any and all action that, in Marina's sole discretion, Marina deems necessary including, but not limited to, hauling the Vessel to another location, placing extra lines on Vessel, pumping Vessel, and/or any other measures taken to further the safety of Vessel, other boats, and/or slips. Owner agrees to pay any charges related to this service. Marina does not guarantee that Owner's Vessel will be hauled out. Marina may, at its sole discretion, use reasonable efforts to do so based upon factors including, but not limited to, severity of weather conditions, advance preparation by all parties, and notice provided to Marina. Further, Owner understands and agrees that Marina will not be responsible for any loss, theft, destruction and/or other damage of any items, nor will Marina be responsible for any loss, theft, destruction and/or other damage to Owner's Vessel or any other appurtenant to the Vessel including dinghies or other equipment. Owner does hereby indemnify and agree to hold harmless Marina, its agents, servants, employees and representatives, from and against any loss, cost or damage resulting to Owner's Vessel, and/or other property.
- Any damage/injury to docks, property, and/or personnel by Vessel or Owner will be the sole responsibility of and paid for solely by the Vessel Owner. Owner recognizes that storage of Vessel, equipment and/or any other items is at Owner's sole risk. Owner does hereby indemnify and agree to hold harmless Marina, its agents, servants, employees and representatives, from and against any loss, cost or damage resulting to Owner's Vessel, and/or other person and/or property. In no event shall Marina be liable to Owner, Owner's employees, agents, servants, guests, invitees, and licensees as a result of Marina's decision not to act and/or inability to act due to circumstances beyond the control of Marina, including, without limitation, any emergency, terrorist or other situation, or any act of God.
- Any antennas, fenders, lines, sails, dodgers, bimini tops and other gear that can blow in the wind **shall and must** be put below deck. Loose lines, canvas whipping, and/or other materials whipping can be extremely dangerous and destructive. Dinghies should be secured ashore at least nine (9) feet above normal high tide. All anchor ropes should be checked for wear/rot where it fastens to the anchor chain. Sunlight and fresh water will rot the anchor end of the anchor line to render it useless.
- Dock lines are not to be tied to pilings so as not to hinder tide lifting of floats. Owner will be financially responsible for any damage/lifting done by tying to pilings.
- It is Owner's sole responsibility to remove all motor vehicles belonging to Owner from Marina's property.
- If possible, unattended Vessels will be towed to another anchorage or further secured at Owner's risk and expense.

### **33) BATHROOMS & SEPTIC**

The bottom line is this: Our septic system is antiquated and has failed. The easiest and least costly solution was to connect to the sewer hub located on King Street, East Greenwich. As many know, Norton's is officially located in Warwick, and this presents its own set of complications. Patricia Norton has spent 6 years now obtaining approvals from the City of Warwick & East Greenwich, the proper sewer authorities of both towns, CRMC, RIDEM, and all the political channels throughout in order to arrive at a solution that would work for us.

After gaining all approvals necessary, having plans drawn up, and working tirelessly to ensure the efficiency and effectiveness of the proposed solution, our "neighbors" have consistently put up roadblocks to gaining an approval from their "Board of Directors. We finally obtained a Federal grant that would help us in our quest as this issue directly impacts the bay and the environmental standards we are to be held to, but we cannot act on it until all engineering is re-updated and re-approved – and that cannot happen until we have a plan that has been accepted by all

parties. If that does not happen soon, we lose the grant and start all over again. **Nothing can be approved and begin to change without the consent of the Yacht Club as the easement is located on their property!**

The only suggestions or counter offers from the Yacht Club that we have received have included extravagant additional costs, fees, and requirements to not only arrange & pay for a 300' span of road to be dug up & replaced, but also to have existing utility items on their property to be buried **under their ground at our cost**. Basically, we have found their offers to be seriously deficient in any kind of compromise, and overly assumptive on their part to have Norton's assume costs of the nature they have put forth, **the last approximately \$140,000.00!**

We continue to seek a better, cost effective way to obtain a system that can handle the existing waste load, and have several ideas in consideration that may lead to a solution very soon. Unfortunately, all the processes involved sometimes take years to materialize – especially for a Marina of this size & age.

**The question is often asked, why doesn't Norton's just pump-out more often?** Norton's has **all 3 tanks pumped out over 4 times per week**, each. It currently costs this Marina approx. **\$4,000.00 per month** for pump-outs. There is a logistical problem with more pump-outs with regards to availability & willingness of a Waste Removal Company to come to us more than already servicing, not to mention the rising costs for daily & weekend pump-outs.

## **“KEEPING US A WORKING MARINA”** **POLICIES:**

### **34) SHRINK-WRAPPING & REMOVAL**

Shrink-wrap is a white thermoplastic material that, when heated, shrinks up to 25% of its surface dimension forming a protective "plastic-coated shell" for Owner's Vessel. It is almost always white to reflect the sunlight than can raise interior temperatures & damage delicate details. A wooden frame is erected (where applicable), wrap is cut to fit specific Vessel dimensions, then heated & "shrunk". Zipper doors make intermittent interior inspection easy.

Shrink-wrap & frames must be separated & the plastic put into specific recycling bags. Shrink-wrap materials are NOT to be thrown into Marina dumpsters. Those in violation of this policy will be charged appropriately for time/labor to remove & dispose of such items properly. Security cameras are in use throughout Marina's property & will be utilized to track shrink-wrap disposal. Additional shrink-wrap bags may be purchased in Marina Store. **Removal of Shrink-wrap/Prep in spring is considered an extra charge, billed hourly and is NOT INCLUDED in your Agreement.** Time/labor involved in dismantling frame, door, removal, prep, & disposal of wrap can be approximately 1-3 hours.

**Shrink-wrap jobs include one (1) recyclable shrink-wrap removal bag. Owner is liable for additional bags purchased as necessary for proper disposal**

### **35) TRASH**



Wherever possible, Owner is to dispose of garbage in the appropriate containers provided at Marina's property, on which we have posted signage for items allowed. Garbage is not to be thrown overboard or stored on the docks, and it must be placed in sealed plastic bags.

### **36) HAZARDOUS MATERIALS:**

Owner is responsible for clean up and removal of any and all environmentally hazardous materials used on or near Owner's Vessel. No oil products, paint or solvents, shrink-wrap, gasoline, diesel fuel, or any other hazardous items are allowed in the trash. Any person or persons found to have left such materials in the trash (camera monitored) or on this property will be subject to a daily fine of at least \$25.00 per day imposed by the Marina in addition to any costs incurred for clean-up.

### **37) BOTTOM WASHING/HULL CLEANING**

Due to new environmental requirements, Norton's installed one of the areas only bottom-wash waste-water recycling system. We suggest owners washing their own boats try to wash with biodegradable soaps and keep the amount of soap used to a minimum.

### **38) SCRAPING, SANDING, & PAINTING**



- **ABSOLUTELY NO wet sanding allowed!!!!!!!!**
- Dustless or vacuum sanders ONLY. These tools can collect over 98% of dust generated instead of releasing it into the air. Conduct sanding and scraping away from the water's edge.
- Drop cloths or tarps must be used under vessels when sanding or scraping. Weight the bottom edges of tarps & drop clothes to keep them in place. Paint chips, sanding debris, hazardous chemicals, including oil, engine coolant, hydraulic fluid, gasoline, diesel, paint & mineral spirits may not be allowed to enter the water or the ground & may not be left where they might be prone to leaking or spilling or exposed to rainwater. Proper disposal of all oil products & chemicals **is the sole responsibility of the boat owner.**
- Clean up all debris, trash, sanding dust, and paint chips immediately following any maintenance or repair activity. When sanding or grinding hulls over a paved surface, use tarps! Do not hose the debris away. **No paint cans, brushes, or any other material used in the process of painting or cleaning a boat may be thrown out in our dumpsters under any circumstances!** If found in our dumpsters, the Marina could be charged hefty fines (yes, even for a paintbrush) and the responsible party will incur significant costs for cleanup and labor to properly dispose of the offending articles **as well as risk contract termination!**
- Avoid scraping or sanding on windy days, unless in an enclosed structure.
- If sanding, scraping or grinding must take place while the boat is in the water, use tarps and sheeting installed between the vessel being worked on and the floats or walking surface to prevent dust, paint chips, debris, or other materials from falling or being blown into the water. The sheeting should have a tight seal to the vessel and adjacent surfaces to prevent leakage of particulates outside the work area. Remove the sheeting carefully to prevent the loss of accumulated waste material into the water.

## 39. ENVIRONMENTAL COMPLIANCE

Marinas are being targeted by the EPA more frequently, as boats typically produce water pollutants ranging from the oil & gas in boat engines to biocides in anti-fouling paints used on boat hulls. For marinas, it is not enough to train their own employees in waste management and safe environmental practices. Marinas can get into big trouble if their customers, the boat owners, mishandle paint, oil or sanding debris.

Please understand that although these new rules and the promise we hope to extract from our customers may be an inconvenience, but not following them will be very expensive for those who don't. The possible fines applicable for any violation are in the HUNDREDS OF THOUSANDS. We prefer to continue allowing our customers the privilege of working on their own boats, but we must ensure that the new policies in place and strictly adhered to. One violation could conceivably run a Marina out of business – we would rather have a Marina where everyone can be trusted to comply with policies that may be inconvenient than have no Marina here at all.

For its part, Norton's Shipyard & Marina pledges to its customers and those around it to comply with, encourage, & be proactive in its cooperative effort to maintain a clean, safe, environmentally aware, & compliant working Marina for the continued enjoyment of all. Understand that if you do not adhere to the policies as outlined in this & contractual documents held with Norton's Shipyard & Marina, your agreement may be terminated, & additional fines levied against you for charges related to clean up, disposal, or other environmental fees as applicable.

### 40. WE ASK YOU TO COMMIT TO THE FOLLOWING BEFORE CONDUCTING WORK ON BOATS ON MARINA PREMISES.

These practices (taken from guidelines for Marinas & Shipyards relative to Best Management Practices) are meant to raise your awareness regarding environmental concerns pertinent to the marine industry, & of Norton's liability if the policies above are not adhered to, & your role in helping preserve our "working Marina" concept.

#### CLEAN & MAINTAIN CAREFULLY

- Wash boat surfaces frequently with a sponge or nonabrasive pad and plain water. *Very effective at removing salt.*
- Use Environmentally Compatible Cleaning Products. *If detergent is necessary, use phosphate-free, biodegradable, & non-toxic soap.*
- Clean teak with a mild soap and abrasive pads or bronze wool.
- Collect all paint chips, dust, and residue and dispose of in regular trash – **NOT ON MARINA PROPERTY!**
- Share leftover paint and varnish.
- Use less-toxic propylene glycol antifreeze.

#### RECYCLE REGULARLY

- Recycle used oil, oil filters, and antifreeze.
- Take used solvents & waste gasoline to local hazardous waste collection sites.

#### SANDING & PAINTING MINDFULLY

- Use Vacuum Sanders both to Remove Paint & Collect Paint Dust.
- Use Non-Toxic, High Bonding, & Easily Cleaned Hull Coatings.
- Be Aware of Possible Overspray.

#### ENGINE REPAIR & MAINTENANCE

- Spill Proof Oil Changes. *Slip a plastic bag over used oil filters prior to their removal to capture any drips.*
- Use Propylene Glycol. *Use propylene glycol, which is less toxic than ethylene glycol as antifreeze. Although ethylene glycol should be avoided altogether, if it is used, ensure it is never exposed to potable water systems.*
- Use the Minimum Amount of Antifreeze Necessary to ensure proper winterization.
- Absorbent Materials. *Select cloth absorbents that are wring-able & reusable to reduce raw materials, disposal costs, & time.*
- Repair & Maintain Engines with Care. *Be sure not to wash engine parts over bare ground or water.*

#### VESSEL PUMPOUT/SEWAGE

- **Use Less Toxic Products in Vessel Holding Tanks to Control Odor.** *Newer bilge cleaners are less harmful, such as non-toxic biodegradable cleaners (citrus based extract & other product which uses bacteria to produce enzymes that break down complex organic molecules & reconfigure them into smaller compounds).*

**Install Marine Sanitation Devices.** *All vessels with installed toilets must have Marine Sanitation Devices (MSDs) & although there are three types available, only one is recommended for pollution prevention practices. Type III is a holding tank and can be used for a vessel of any length. This particular type is used to prevent overboard discharge of treated or untreated sewage altogether. Type III aims to eliminate any discharge, as opposed to Type I and II, which are flow-through devices & have disposal limitations only on how large the fecal coliform count may be.*

## 41. TOXIC PRODUCT ALTERNATIVES:

*As a boater, you are well aware of the care your vessel requires. By following the recommendations listed here, you can minimize the environmental impacts of routine cleaning and maintenance necessary to keep your boat safe, reliable, & attractive. Your choice of products and activities can negatively impact water quality and aquatic life.*

*While baking soda, vinegar, lemon juice, & vegetable oils are far less harmful than bleaches, scouring powders or detergents, they are still toxic to marine life. Use cleaning products sparingly & minimize the amount discharged into the water. Never dispose of any cleaning products down the through-hull drain.*

INSTEAD OF:

USE:

|                    |   |
|--------------------|---|
| Bleach             | Borax   |
| Detergent & Soap:  | "Elbow grease".   |
| Scouring Powder    | Baking soda, or rub w/ ½ lemon dipped in borax, then rinse.                       |
| Floor Cleaner:     | One cup vinegar + 2 gallons of water  |
| Window Cleaner     | One cup vinegar + 1 quart of warm water. .Rinse & squeegee.                       |
| Aluminum Cleaner   | 2 Tbsp. cream of tartar + 1 qt. of hot water.                                     |
| Brass Cleaner      | Worcestershire sauce or paste made of equal amounts of salt, vinegar, & water.    |
| Copper Cleaner     | Lemon juice & water. Or paste of lemon juice, salt, & flour.                      |
| Chrome Cleaner     | Polish Apple cider vinegar to clean; baby oil to polish                           |
| Stainless Cleaner: | Baking soda or mineral oil for polishing, vinegar to remove spots.                |
| Fiberglass Stains  | Baking soda paste.  |
| Mildew Remover     | Paste with = amounts of lemon juice & salt, or white vinegar & salt.              |
| Drain Opener:      | Flush with boiling water + one-quarter cup baking soda + one-quarter cup vinegar. |
| Wood Polish:       | Olive or almond oil (interior walls only).  |
| Hand Cleaner:      | Baby oil or margarine.  |
| Head & Showers:    | Baking soda; brush thoroughly.  |
| Rug/Upholstery:    | Dry cornstarch sprinkled on; vacuum.  |
|                    |   |
|                    |   |

## THE PROVIDENCE JOURNAL

### NAVIGATING NEW RULES

WEDNESDAY, MAY 9, 2007, BY PETER B. LORD, JOURNAL ENVIRONMENT WRITER

When a crew at Point Judith Marina power-washed the bottom of a 50-foot boat last week, they also turned on a pump that collected everything that washed off the boat's blue bottom and ran it through a filter similar to what many people use on their kitchen faucets. None of the wastewater seeped into nearby Point Judith Pond. After it was filtered, the remaining water was set aside for use on the next boat. Around the corner, the marina owner put a padlock on his Dumpster. If boat owners want to sand and paint their boats, they have to use vacuums and tarps. And when they are done, they will have to pack up their dirty brushes, masking tape, and pails and take them home for disposal. Just to be sure the customers understand the many changes this year, each one is asked to sign a 22-point memo outlining stringent new work conditions. Each memo bears a warning that violators could be fined \$200. Across Rhode Island, the owners of tens of thousands of boats who are preparing for the spring ritual of sanding, painting and cleaning their boats at marinas are being surprised with letters and contracts advising them of strict new reforms to the pre-launching routines. For years, the owners of some 300 marinas in Rhode Island have been upgrading their environmental and safety standards through voluntary compliance with best management practices trade manuals and state and federal regulatory programs.

But last year the U.S. Environmental Protection Agency in New England decided to launch inspections and penalties. The fines the agency announced last July did not make big news, but they seared through the boating industry. The EPA said it was seeking up to \$32,500 per day for hazardous waste violations and up to \$137,500 for Clean Water Act violations at Conanicut Marine Services on Jamestown. It reached agreement with New England Boatworks Inc. in Portsmouth on a \$52,300 fine for high concentrations of lead in the soil and failure to develop plans for preventing storm water pollution and fuel spills. It also imposed \$3,000 penalties for Promet Marine Services in Providence and Alden Yachts in Portsmouth, for failing to prepare oil spill prevention plans.

The EPA has worked for several years to improve environmental practices at marinas throughout New England, according to spokeswoman Sheryl Rosner. It launched the enforcement actions, she said, because without them, the new standards "wouldn't have any teeth." "We can't be everywhere all the time," she said, "so we target some companies." About 44,000 boats are registered in Rhode Island and an estimated 20,000 additional boats are brought in from out of state. The EPA has used similar methods on other industries. In the 1980s, the EPA threatened some of Rhode Island's bigger electroplaters - sources of major heavy metal pollution of Narragansett Bay - with multimillion dollar fines. Some small companies closed down rather than invest in equipment to remove metals from their wastes. But several years later, the EPA said 90 percent of the industry was in compliance and the flow of metals into the Bay had decreased tenfold. More recently, the EPA launched similar campaigns against auto body shops, university laboratories, & public works garages. Now it is focusing on marinas, which produce water pollutants ranging from the oil and gas in boat engines to biocides in anti-fouling paints used on boat hulls. But there is one big difference. For marinas, it is not enough to train their own employees. Marinas can get into big trouble if their customers, the boat owners, mishandle paint, oil or sanding debris.

"There's an interesting dynamic with marinas," says Rosner. "They are ultimately responsible for the boat owners, who are their guests. I think it's up to the marinas to communicate." They are trying to do just that. Casey's Boat Hauling and Storage in Newport recently mailed a notice to its customers and subcontractors listing 11 changes in work rules. It warns, "Please understand that although these new rules may be an inconvenience, not following them will be very expensive for those who don't. The fines are in the HUNDREDS OF THOUSANDS."

Brewer Cove Haven Marina in Barrington mailed a two-page letter to its customers last month that didn't mention potential fines but did stress, "We have some important issues that need to be addressed." Point Judith Marina went a step further and mailed its customers a 22-item listing of "Best Management Practices." The marina requires its customers to sign and date the practices before working on their boats.

"Essentially, the marinas are running scared," said Don Vivenzio, the owner of Point Judith Marina. It's fine to have laws to prevent pollution, he said, but not to come down with such huge fines. He said he spent \$25,000 last year to get in compliance with the rules, yet still feels like "we're standing in front of a shotgun." One of the ironies, he said, is that if boat owners take their paint cans home, they can discard them with household garbage. But if the marina collects them, they are considered a hazardous waste.

The day marina workers were power-washing one boat, Anne Skorupski, the office manager and dock master, rushed out to check on a young man who was hosing down the upper deck of his vessel. When she returned, she said she had to make sure he was aware of the new rules, and that he was using biodegradable cleaning materials. "We've worked so hard with our staff, but now we have to work with our customers," said Skorupski. She pointed to a row of binders that outlined plans and regulations for hazardous wastes, storm water runoff, fires, hurricanes, pool safety, spill controls and water pollution. "We have to know all of this," she said.

Out back, a locked shed contains tanks and barrels prominently labeled for used oil, used antifreeze, empty aerosol cans and oily rags. Another area is set aside for gasoline filters. The marina has found contractors who will pick up all the materials above. But it can't find anyone interested in empty paint cans, so it instructs its customers to take them home.

Despite all those efforts, Skorupski said the staff arrived at work on a Monday morning and found a big pail of used oil left in front of the locked shed. What happens, she said, if an EPA inspector shows up at the same time?

The Rhode Island Marine Trades Association, which represents the boat yards, has complained to the state's congressional delegation about the severity of the fines. Last week some testified before an ombudsman of the U.S. Small Business Administration. This week, several members are visiting the delegation in Washington, D.C. Michael Keyworth, general manager of the Brewer marina in Barrington and legislative chairman of the trade association, said they are asking for federal money to be set aside to help the marinas equip to meet the new standards. His company operates 21 marinas, so costs are high.