



For Port use only

Permit #: \_\_\_\_\_

Date Issued: \_\_\_\_\_

## In-Water Hull Cleaning Permit

<b>Permittee Information</b>			
<b>Business Name (if applicable)</b>		<b>Business Owner(s) Name</b>	
<b>Mailing Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>
<b>Day phone (w/area code)</b> (    )	<b>Cell phone (w/area code)</b> (    )		
<b>Email Address (if applicable)</b>			

I certify that the information contained in my permit application is true and correct to the best of my knowledge. I understand and agree on behalf of myself and my employees acting on my behalf and/or subject to my control to comply with the Terms and Conditions of this Permit and to abide by any and all applicable rules and regulations that are now in effect and that may become effective in the future, including but not limited to the rules and regulations of the San Diego Unified Port District.

**Owner Name (PRINT):** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

For Port District Use Only			
Date of Receipt:			
Finance Received by:		Finance Received Date:	
GL Account: 520115	Cost center: 165	WBS# CR-0052	Permit Fee: \$250.00
Permit Fee: Cash	Check #	Money Order/Cashier Check #	
Insurance Received by:		Insurance Approval Date:	
Employee Training Verified:			
Approval Authorized			
Name:		Signature:	

**Application Submittal Requirements Checklist**

<b>Have you included:</b>	<b>Description:</b>
<b>Training Materials</b>	Documentation to verify proof of training as detailed herein. Materials should include dates of training, names of persons trained, and the signed training certification.
<b>Insurance Certificate</b>	A certificate of insurance that includes general liability insurance at a minimum of \$1,000,000 per occurrence for property damage and bodily Injury, and names the “San Diego Unified Port District” as an additional insured.
<b>Permit Fee</b>	\$250 one-time fee; payment by cash, check, cashier check, or Money Order.

**For payment of fees:**

Cash, check, cashier check, or Money Order are acceptable methods of payment.  
No credit card payments will be accepted.  
\$25 charge for all returned checks.

Please make checks payable to  
“San Diego Unified Port District”  
or  
“Port of San Diego”

**Submit entire application in person or by mail to:**

San Diego Unified Port District  
Attn: Environmental Protection Department, In-Water Hull Cleaning

3165 Pacific Hwy  
P.O. Box 120488, San Diego, CA 92112-0488  
Phone: (619) 686-6200

Faxed or emailed applications will not be accepted.



## In-Water Hull Cleaning Permit

### Terms and Conditions for In-Water Hull-Cleaning

Permit coverage is required to perform in-water hull cleaning of vessels within the jurisdiction of the San Diego Unified Port District.

Activities subject to the conditions in this Permit include the cleaning of the underwater portions of the hull of a vessel while the vessel is in the water (In-Water Hull Cleaning). This includes cleaning the underwater portions of the hull up to the waterline.

This Permit shall be used only and exclusively for the purpose of conducting In-Water Hull-Cleaning services within Port District jurisdiction and for no other purpose whatsoever.

#### **Terms and Conditions:**

1. Compliance with all Laws. Permittee shall understand and comply with all applicable laws, rules, regulations and requirements of the Port District, and other governmental entities. Permittee shall not perform In-Water Hull Cleaning in a manner that causes or contributes to a condition of nuisance or water quality impairment. In addition to and separate from the terms of this Permit, Permittee shall also comply with all rules or regulations imposed by any marina operator, mooring company, Individual Vessel Owner or operator, yacht club or facility where Permittee conducts In-Water Hull Cleaning. Such rules or regulations may include standards that are more restrictive than those imposed by Port District

2. Term. This Permit will expire two (2) years from the date of issuance, at which time Permittee will be required to apply for a new Permit. Either Permittee or Port District may terminate the Permit by providing thirty (30) days written notice to the other party (either Permittee or Port District) without cause or recourse. For the purposes of clarity, termination pursuant to this section does not provide Permittee with a right to appeal under Port District Code Section 4.14.

3. Duty to Re-apply. If Permittee wishes to continue the activities regulated by Port District Code Section 4.14, upon expiration of Permit term, Permittee must apply for and receive a new Permit from the Port District.

4. Processing Fee. The fee for issuance of this Permit shall be two hundred fifty dollars (\$250), paid in full at the time the application is received. There will be no refunds.

5. No Assignment. This Permit shall not be transferred or assigned without the express written consent of the Port District.

6. Compliance with Best Management Practices (BMPs). While performing In-Water Hull Cleaning, Permittee agrees to adhere to all cleaning restrictions and BMPs in conformance with Port District Code Section 4.14, as well as follow all other applicable rules and regulations, including those regarding water quality. Permittee shall not perform In-Water Hull Cleaning in a manner that causes or contributes to a condition of nuisance or water quality impairment. The performance of In-Water Hull Cleaning must not result in the production of a visible paint plume or cloud.

Permittee acknowledges that all persons, including employees, acting on Permittee's behalf and/or subject to Permittee's control (hereinafter "Agent") conducting In-Water Hull Cleaning under their Permit authority on any vessel having a Copper-Based Antifouling Paint or Coating shall comply with the following Best Management Practices:

- (a) In-Water Hull Cleaning of Copper-Based Antifouling Paint or Coating must employ the least abrasive methods to clean the hull of the vessel and consider only spot-cleaning, when and where applicable.
- (b) Except as provided below, IWHC on vessels having Copper-Based Antifouling Paint or Coating may only be performed by hand using soft pile carpet, microfiber cloth or a White Pad as the cleaning material;
- (c) Limited use of a plastic scraper may be utilized for excessive, hard fouling on vessels having Copper-Based Antifouling Paint or Coating. Limited use of a plastic scraper is only allowed if applied gently along the paint surface to release, or loosen, attachment of the organisms, without damaging the Copper-Based Antifouling Paint or Coating or creating a paint plume; and
- (d) In-Water Hull Cleaning of Copper-Based Antifouling Paint or Coating may only occur once per month per vessel.

Permittee acknowledges that use of a rotary brush or mechanical means to perform In-Water Hull Cleaning of a Copper-Based Antifouling Paint or Coating is prohibited and shall ensure all Agents will not engage in such cleaning activity. Permittee further acknowledges that use of such mechanical methods may result in immediate revocation of Permit.

Permittee acknowledges that the In-Water Hull Cleaning of a vessel is prohibited for the first ninety (90) days following a new application of a Copper-Based Antifouling Paint or Coating and shall ensure all Agents will not engage in In-Water Hull Cleaning during this time period.

Permittee acknowledges that the In-Water Hull Cleaning of a vessel that is painted or coated with an Ablative Paint or Coating is prohibited within the Port District jurisdiction. Permittee further acknowledges that they shall make every attempt to identify the type of Paint or Coating on each vessel they service and will notify the Individual Vessel Owner to inform them that they are not permitted to clean if they know or suspect the Paint or Coating to be Ablative.

Permittee must ensure that all Agents follow the BMPs discussed in the training and identified in Section 4.14 of Port District Code.

7. Training. Prior to obtaining a Permit, Permittee must submit proof that its Agents conducting In-Water Hull Cleaning activities have been trained as stated herein.

Training will be conducted by Port District-contracted service providers with knowledge and specialization in cleaning the various types of paints used locally in the San Diego region. Pursuant to the training, Agents shall ensure that they 1) will adhere to the BMPs, prohibitions and restrictions identified in Section 4.14 of Port District Code, as well as within this Permit; 2) will conduct cleaning activities in a manner that does not produce a visible paint plume or cloud; and 3) will provide guidance on developing and maintaining cleaning logs. The required proof of training includes dates of training, names of persons trained, and a certificate of completion of training signed by the Port District-contracted training representative.

Any new Agent must be trained before performing in-water hull cleaning activities for Permittee and before receiving the Port District-issued Diver Identification Card required by Section 11 of this Permit. Permittees may, for the purposes of real-time in-water training, identify one person within their business as a "Trainer-of-Record" (see Section 8). Such person will be responsible for all Permit-related activities of a new Agent

("Trainee") trainee while in the water, and must be in the water at all times with the Trainee

Training will be required annually.

8. Trainer-of-Record. Permittee may, for the sake of providing additional in-water training for Trainees that do not have Diver Identification Cards, identify a single experienced Agent as a Trainer-of-Record for the Business. Such Trainer-of-Record shall be identified by Permittee when requesting a Diver ID Card for said Agent and will be provided a Diver Identification Card, identifying themselves as such Trainer-of-Record. Any Permittee who wishes to provide in-water training to new employees prior to having such Agent obtain a Port District-issued Diver Identification card may use their Trainer-of-Record to oversee such in-water activities, provided that Trainer-of-Record will accompany Trainee at all times under water and shall be responsible for the adherence to all Permit-related activities of Trainee during the full and entire duration of the training activities. Permittee further acknowledges that only a single Trainee shall be allowed to conduct In-Water Hull Cleaning with Trainer-of-Record at a time.

9. Record-Keeping. Permittee must keep a log of all vessels cleaned by each Agent every month. Monthly cleaning logs should include the vessel name, marina and slip number, as well as any other information necessary to validate adherence to the monthly cleaning frequencies. If any paints or coatings are non-copper paints or coatings, they must be documented as such on the monthly logs to enable a cleaning regimen more frequent than monthly. Starting April 1, 2020, all In-Water Hull Cleaning logs must also include the type of Paint or Coating on the vessel and the Hull Paint application date.

Permittee shall also maintain annual training certificates for all Agents. Training records shall include, but not be limited to, dates of training, names of persons trained, and be signed by the Port District-contracted training instructor(s).

All cleaning logs and training records shall be kept up to date for the life of the Permit and for no less than ninety (90) days after the expiration of the Permit. All records shall be open to inspection by the Port District at all reasonable times and shall be provided to the Port District within five (5) working days of receipt of a written request.

10. Proof of Permit. Permittee must submit a copy of a valid Permit to marinas, mooring companies, yacht clubs or any other facility before conducting In-Water Hull Cleaning. Proof of a valid Permit must also be shown to Port District representatives upon request.

11. Diver Identification Cards. Permittee shall require that each authorized Agent that conducts In-Water Hull Cleaning for said Permittee obtain a District-issued Diver Identification Card. To obtain a Diver Identification Card, Permittee must notify the District of such intent for each and every Agent, and provide a certificate verifying that said Agent has completed the required training course. Permittee further acknowledges that, by requesting an Agent to obtain a Diver Identification Card, they are confirming that said Agent has completed all training and will comply with all of the conditions set forth in Section 4.14 of Port District Code, as well as within this Permit herein.

Should an Agent no longer be authorized, Permittee shall collect the Diver Identification Card from the Agent and return it to the Port District. Further, Permittee must promptly notify the Port District when an Agent is no longer authorized and the Diver Identification Card has not been returned.

12. Duty to Notify Facility. Permittee's Agents must carry the Diver Identification Card in their possession and present it to each facility during the check in process before conducting in-water hull-cleaning in that facility during business hours, even if arriving by boat.

13. Defense, Indemnity and Hold Harmless. Permittee shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless San Diego Unified Port District (“Port District”) and its officers, employees, and agents for any and all liability, claims, judgments, damages, proceedings, orders, directives, costs, including reasonable attorneys’ fees, or demands arising directly or indirectly out of the obligations undertaken in connection with this Permit, or Permittee’s use, occupancy, possession or activities on Port District property, except claims or litigation arising through the sole negligence or willful misconduct of Port District. It is the intent of this paragraph that Permittee indemnify and hold harmless the Port District for any actions of Permittee or Port District including duties that may be legally delegated by Permittee to third parties, except for those arising out of the sole negligence or willful misconduct of Port District. This indemnity obligation shall apply for the entire time that any third party can make a claim against or sue Port District for liabilities arising out of Permittee’s use, occupancy, possession, or activities on Port District property, or arising from any defect in any part of Port District property.

14. Insurance. The Port District requires general liability insurance at a minimum of \$1,000,000 per occurrence for property damage and bodily injury. Permittee must provide a certificate of insurance naming the “**San Diego Unified Port District**” as an additional insured. Insurance coverage must be in force for the duration of the Permit. The same organization named as the insured on the certificate of insurance should also be listed in the “Business Name” blank on the Permit application.

15. Safety. Persons operating under this Permit shall comply with all federal, state and local laws and regulations concerning safety and are solely responsible for their own safety.

16. Non-Exclusive Permit. The rights and privileges extended by this Permit are non-exclusive.

17. Non-Compliance. Failure to comply with any provision of this Permit may be punished in accordance with the law, including the San Diego Unified Port District Code, including but not limited to Sections 4.14, 0.11 and 0.13. Penalties may include, but are not limited to, citations, fines, suspension or revocation of the Permit.

**I understand and agree on behalf of myself and my employees acting on my behalf and/or subject to my control, to comply with the Terms and Conditions of this Permit and to abide by the rules and regulations of the San Diego Unified Port District.**

**Owner Name (PRINT):** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_