



Handbook of Poulsbo Marina Regulations

PORT OF POULSBO

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Welcome to the Poulsbo Marina. We're happy to have you join us!

You'll find the staff eager to serve you. Should you need anything, please feel free to ask any of our staff members. If you don't find a staff member readily available, please give us a call at (360)779-9905. We will respond just as quickly as possible.

Please carefully read the following regulations for the Poulsbo Marina. These have been designed to help create a courteous, respectful, and safe marina that will allow all of our Licensees to enjoy their boating and moorage time with us.

*Thank You,
The Crew of the Poulsbo Marina*

WE BELIEVE...

- It is our responsibility to do our part in protecting the marine environment upon which our business depends.
- Our Licensees and visitors must share in the responsibility to protect the marine environment.
- Together we can make a difference in achieving clean water and a safer environment.
- A clean and healthy Puget Sound waterway is all of ours to keep.
- The impact of boating doesn't have to be negative. Working together, we can protect the quality of life in Puget Sound while enjoying the lifestyle we have chosen.

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SECTION 1

PURPOSE

The purpose of these regulations is to promote safe and efficient operation of the Poulsbo Marina and to provide equitable service to all boaters and the public.

SECTION 2 NOTIFICATION OF REGULATIONS

1. It is the responsibility of the Port of Poulsbo (hereby called “Port”) to formally adopt and publish its regulations for the Poulsbo Marina.
2. It is the responsibility of the user (hereby called “Licensee”) to maintain a copy of the *Poulsbo Marina Regulations* issued by the Port. Copies are available in the Port office and on the Port website (www.portofpoulsbo.com) for all interested parties.
3. The Port has the reserved right to change these regulations by formal amendment or resolution. Changes announced at scheduled Port meetings will be available at the Port office and posted on the bulletin board.

SECTION 3 SIGNATURE IS CONSENT

A signed *Moorage License Agreement* is required of all Licensees and is evidence of the Licensee’s consent to these regulations and enforcement procedures.

SECTION 4 ADMINISTRATION AND ENFORCEMENT

1. The Port Management has been authorized by the Port Commission to interpret, apply and enforce these regulations.
2. If the Port Management has cause to believe that a violation of these regulations has been or is being committed, the Port Management, or designee, may board any vessel or floating structure to determine compliance with the provisions of these regulations.
3. The Port Management shall enforce the intent of these regulations, consistent with the policies and procedures adopted by the Port, to carry out the purposes of these regulations through any legal means, including obtaining the assistance of authority having jurisdiction.
4. The Port Management, or designee, may deny the use of any Port facility and/or property to anyone when such use would be in violation of these regulations, or would constitute an imminent threat to the safety or property of the Port, or other persons.

5. If Licensee fails to perform any of the terms or conditions herein contained, or made reference to, the Port may, at its option, terminate the Licensees *Moorage License Agreement*.
6. The Port may impose a daily monetary fee in accordance with the Port's current Maintenance tariff. If the Licensee fails to correct the infraction and/or fails to pay the imposed fee, the Port may proceed with termination of the *Moorage License Agreement*.
7. In the event Licensee is in default in payment of Licensee's account in excess of thirty (30) days, the Port Management is authorized to impound Licensee's vessel, terminate Licensee's *Moorage License Agreement*, and conduct the sale of Licensee's vessel under RCW 53.08.320. See Section 5 and 12 of the *Moorage License Agreement* for details.

SECTION 5 SEVERABILITY OF REGULATIONS

If any term or provision of these regulations, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of these regulations shall not be affected thereby and shall continue in full force and effect.

SECTION 6 MOORAGE

1. Use of the Port's permanent moorage facility is restricted to user's who have made prior arrangements for moorage with the Port either by the *Slip Waitlist* or the *Slip Transfer List*. Moorage space will be assigned by the Port Management or designee. The Port reserves the right to change moorage locations at any time and to refuse moorage to any Licensee who has failed to pay moorage charges, or has failed to comply with these regulations. The Port Management, for protection of life or property, or the proper utilization of the facility, may move boats without prior notification of Licensee when, time or conditions permitting, attempts to contact the Licensee have been made.
2. All Licensees and/or operators of vessels at the Port shall promptly comply within 7 days to all directions issued or given by the Port Management with respect to the movement of their vessels.
3. Licensee acknowledges that he has inspected the licensed moorage space and is satisfied that the moorage space is adequate for safe mooring of his or her vessel. The Port does not accept Licensee's vessel for storage and shall not be liable or responsible in any manner for its safekeeping or condition, or for the safekeeping and condition of its tackle, apparel, fixtures, equipment and/or furnishings.

4. Licensee will exercise due care in the use of the moorage space and will vacate the same in good condition.
5. The Port shall not be liable to Licensee, and Licensee hereby waives all claims and recourse against Port, including the right to contribution, for any loss, injury or damage to any person or property on or about the licensed premises by or from any cause whatsoever, including any latent defects existing on or about the licensed premises or any part thereof.
6. The *Moorage License Agreement* includes only the use of the assigned moorage space, access over the gangway and pier, and the limited use of finger pier adjacent to the vessel's slip. The use of the finger pier is "shared" with the adjacent Licensee.
7. Decks and access fingers are to be kept in a uniform appearance and may not be obstructed by, nor used as a storage area for tools, equipment and gear, etc. Dock boxes may be placed only with prior approval of the Port Management.
8. Licensee shall be authorized to moor only the one boat identified in his or her moorage agreement with the Port, in his or her designated moorage space. Vessels, when unattended, must be securely moored with stern, bow and spring lines in good condition.
9. Licensee will fully compensate the Port for any and all costs assessed by the Port Management and established by the Port for services rendered by Port personnel which the Port, in its sole discretion, deems necessary for the safekeeping or safety of Licensee's vessel or other vessels in the Port facility, including but not limited to fire fighting, securing lines, pumping out, towing vessels, pollution control, etc.
10. Licensees shall comply with all state, county, federal and municipal regulations, laws & ordinances which include the PMC (POULSBO MUNICIPAL CODE), RCW (Revised Code of Washington), and the WAC (Washington Administrative Code). Licensees will be financially responsible for any and all fines imposed on the Port for any violations of these laws and regulations.
11. Permission of non-vessel owners and/or operators to utilize Port facilities is revocable at any time by the Port Management when, at his or her discretion, such revocation is necessary to prevent or reduce any casualty or potential hazard for the Port facilities or the occupants thereof.

SECTION 7
BOATHOUSES: SPECIFICATIONS, STANDARDS AND REQUIREMENTS

The below specifications and standards in no way alleviate or exempt the boathouse owner from the general requirements of the *Poulsbo Marina Regulations*.

All boathouses moored in the Poulsbo Marina will be required to comply with all relevant electrical, plumbing, fire and life safety codes of the County of Kitsap and State of Washington.

7.1 GENERAL CONDITIONS

1. Boathouses are subject to annual inspections.
2. Boathouses are only permitted in those areas of the Port's marina designated by the Port. Should it become necessary for a boathouse to be relocated, the Port shall provide notice to the Licensee so that the move can be accomplished without hazarding the boat and contents of the boathouse. The Licensee or an authorized representative should be present and shall be responsible for moving the boat, generally.
3. Licensees should always perform any work on or in a boathouse in accordance with the Best Management Practices outlined in the *RESOURCE MANUAL FOR POLLUTION PREVENTION IN MARINAS*, published by the WA State Department of Ecology.
4. The Licensee must maintain the boathouse in good condition. Siding and doors will be in good repair. Broken windows must be repaired immediately.
5. The federal regulations governing the discharge of any solid or liquid waste from boats into the waters of Puget Sound shall apply equally to boathouses moored in the Port's marina.
6. Any liquid combustible material (oil, paint, solvent, etc.) stored in a boathouse shall be kept in closed containers placed inside a closed non-combustible, leak-proof enclosure (e.g., metal cabinet) and not on open shelves.
7. Boathouses shall be adequately secured to the dock with at least two chains of appropriate size in good condition or wire rope.
8. It is required that the name of the Licensee and contact phone number be displayed on the boathouse to allow the Port or first responder to contact the Licensee in case of emergency.

7.2 STRUCTURAL REQUIREMENTS

1. Boathouse dimensions may not be altered without prior review by the Port Management and approval by the Port Commission.

2. Licensees are responsible for the integrity of boathouse flotation systems and shall initiate corrective action when the floats have deteriorated to the point that damage to the environment is imminent or has started to occur. When upgrading a flotation system, Licensees shall install devices approved by the Port (e.g., Styrofoam encased by high density polyethylene (HDP) plastic tubs or variable ballast plastic barrels.) At the request of a Licensee, the Port may approve similar or more advanced systems that prevent the release of Styrofoam or other flotation material to the environment.
3. All wood structural material that is treated with a chemical wood preservative shall be kept at least six inches above the normal surface of the water. Wood that may come in contact with the water, such as structures holding variable ballast drums in place or sill spreaders, may be treated only with a chemical preservative that meets Environmental Protection Agency (EPA) standards and has been certified for use in marine environments (e.g., Lifetime®), (Wood treated with Chromated Copper Arsenate (CCA-C) is no longer authorized). For wood structures that will come into regular contact with the water, it is recommended that the Licensee consider using a wood that is naturally resistant to decay, insect infestation and microbial intrusion.
4. Roof height as originally documented with the Port cannot be increased without submitting a written request to the Port Management for review and approval by the Port Commissioners. When the roof is modified, the pitch will be a minimum of 8/12 pitch. The roof shall overhang the side but only enough to prevent water from going into the boathouse.
5. The roof shall have a minimum of four (4) burn-out panels, corrugated fiberglass or plastic, to help reduce the risk of fire spreading horizontally to other boats or boathouses.
6. For safety and security purposes, a window shall be installed in the dock end of the boathouse, either in the wall or door, to permit unobstructed viewing of the vessel moored inside. The view through the window may not be obstructed during the period when the Licensee (or their representative) is not present.
7. Licensees are responsible for the connection of the boathouse to the dock and for maintaining the buffers between neighboring boathouses. Flexible (shock absorbing) buffers (or other approved method) shall be installed between boathouses and between the boathouse and dock. Buffers should be of sufficient size to prevent damage to boathouse roof eaves, corners and sides due to movement of the boathouse. If a piling is provided for support between boathouses, the boathouse must be secured to the piling. If a boathouse has piling on both sides it must be secured to at least one of the pilings. Attachment will be by roller bracket or other approved method.

7.3 ELECTRICAL WIRING

1. Connections to Port electrical stations for boathouses, their supply lines leading to internal electrical distribution panels, and all internal boathouse wiring shall be in accordance with current Washington Administrative Code (WAC) 296-46B requirements for floating structures and the National Electrical Code (N.E.C.), all relevant sections.
2. Any new or revised electrical work must be permitted, and inspected by Labor and Industries (L&I) in accordance with the WAC requirements.
3. Items that Licensees should be concerned about regarding floating structures and WAC requirements include, but are not limited to:
 - A. Use of appropriately rated twist plugs and flexible (stranded) wire connecting power panel to internal service panels. (Note: Common Romex solid copper wiring is not allowed for supply line from Port power panel to internal service panels). The power supply cables shall be properly supported and protected from physical damage in accordance with WAC / NEC requirements including, but not limited to, where cables pass through the boathouse structural member / siding.
 - B. Shore power service connections at Port electrical panel are rated as 125 volt with 30 amps. Licensees are responsible for ensuring electrical loads do not exceed power ratings going to their boat or boathouse.

SECTION 8 VESSEL CONDITION

8.1 BILGE PUMPS

1. Vessel bilge pumps shall be operable at all times.
2. Bilge pumps should be tested by hand frequently to assure operability and safety of the vessel.

8.2 BOW PULPITS & OVERHANGS

1. Vessel bow pulpits/sprits, stern mounted dinghies, swim platforms, and vessel mounted appliances (i.e. BBQs, fish cutting boards, etc.) may not overhang onto the dock walkways and decks.
2. Limited extensions into the waterways may be authorized by the Port Management.

8.3 CLEANLINESS

1. Vessel's bilge must be kept free of oil, hydraulic fluids, contaminated fluids and waste matter that may be accidentally pumped into the Port's waterways by activated bilge pumps.
2. Vessel must be kept clean and hosed off. Please avoid splashing or spraying neighboring vessels.
3. Use only environmentally safe marine cleaners and practices (see Best Management Practices outlined in the *RESOURCE MANUAL FOR POLLUTION PREVENTION IN MARINAS*, published by the WA State Department of Ecology).
4. The Licensee is responsible for all actions and costs resulting from illegal materials being discharged into the Port's waterways.

8.4 ELECTRICAL SYSTEMS & CONDITIONS

1. All electrical cords and shore power cords must comply with the National Electrical Code and must be of marine grade construction. NOTE: cords include the plug end as well as the wire and insulated cover. Undersized cords, non-marine grade cords, or cords in need of repair will be disconnected by Port personnel. If this occurs, the Licensee will be promptly notified.
2. If the Licensee cannot be reached and circumstances require it, the Port Management will purchase and install a proper electrical cord. The Licensee will be charged for the expenses incurred. In the event the Licensee's vessel has hardware connection problems, the Port will not install a cord.
3. Shore power cords or other electrical cords may not be fastened to the marina or tied to the electrical pedestal.
4. Shore power cords or any other electrical cords are not allowed to become a tripping hazard and must be kept laying neatly along the slip's edge in a nautical fashion. NO cords are allowed to cross over docks and walkways unless specifically approved by the Port Management.
5. Electrolysis in a marina area can become a problem. Please check electrical systems regularly for loose connections, corrosion, amperage and voltage loads. Licensees are strongly encouraged to have zincs inspected and changed annually or as is necessary.

8.5 FENDERS

1. Fenders are required and must be properly secured to the vessel so as to prevent excess wear to the docks, damage to the vessel and damage to neighboring vessels.

2. Fenders may not be attached to the docks or whalers.

8.6 FURNACES, HEATERS & WOOD BURNING APPLIANCES

1. Fuel burning furnaces must not emit annoying exhausts that disturb neighboring Licensees. Exhaust must not be located where it will cause charring or fire danger to docks or neighboring Licensees.
2. If portable electrical heaters are used, they must be equipped with automatic shut-off devices.
3. Excessive smoke and airborne embers are a major concern with wood burning appliances. When using a wood burning appliance on a vessel, a properly attached spark arrestor is required to reduce the risk of airborne embers. To minimize excessive smoke, the Port encourages the use of clean burning wood products such as manufactured logs and wood pellets. Vessels repeatedly emitting excessive smoke will be evaluated on a case-by-case basis.

8.7 HALYARDS & MAST LINES

1. Halyards and other rigging must be kept secured so as not to “flap” in the wind or make excessive noise.

8.8 HOLDING TANKS

1. Vessel holding tanks must be kept secure at ALL times with overboard seacocks (“Y” valves) closed.
2. Discharge of holding tank material, in or around the Port’s waterways, is strictly prohibited. Violation of this rule will result in immediate termination of the moorage agreement. Pump-out services are available at all times at the fuel dock.
3. The Licensee is responsible for all actions and costs resulting from illegal materials being discharged into the Port’s waterways.

8.9 MOORING LINES

1. Mooring lines should be sized for the vessel, non-frayed and frequently checked to assure proper and secure moorage.

2. Please check mooring lines when storms and high winds are in play or are forecast.
3. If, during a storm of high wind conditions, mooring lines must be re-secured or replaced by the Port because they are broken or inadequate, Licensees will be charged for the new lines and other related costs.

8.10 OPERATIONAL

1. To establish and maintain moorage at the Poulsbo Marina, a vessel must be operable and maintained in a seaworthy condition.
2. Vessels which do not meet Coast Guard vessel safety standards, or could be hazardous to Port property or to other vessels, shall not be granted moorage.
3. Recognizing that the condition of a vessel may change, after having established moorage at the Poulsbo Marina, all vessels are subject to inspection by the Port Management. The hazards posed by abandoned, neglected or derelict vessels are unacceptable and are the primary reason that an inspection may be ordered. The results of the inspection will determine the continuance of a licensee's moorage agreement.
4. A vessel that has been determined by the Port Management to be in need of an inspection will have the totality of the following criteria evaluated.
 - General condition
 - Environmental risk
 - Operability
 - Degree of owner involvement
5. Any costs associated with an inspection, including but not limited to in or out-of-water surveys, will be the responsibility of the vessel's owner.
6. In the event a vessel becomes "inoperable", the vessel's owner may apply in writing for a *Temporary Operational Waiver*. This waiver is a revocable exemption to section 7.1 of the *Port's Moorage License Agreement*.
7. A *Temporary Operational Waiver* will only be granted if all of the remaining evaluation criteria have been met to the satisfaction of the Port Management.

8.11 STORAGE

1. Docks, decks and walkways may not be used for storage.

2. Please store hoses, cleaning equipment, towels, cord, etc. on the vessel or in a dock box if available.

8.12 TARPS & COVERS

1. All temporary boat covers (any tarp or cover other than a vessel's canvas package) must be kept in good condition, well secured and kept clear of the water.
2. A vessel's canvas package must be properly fitted, kept in good repair and kept clear of the water.

8.13 VESSEL REGISTRATIONS

1. Licensees will ensure their vessels are properly and currently registered. Failure to properly register your vessel on an annual basis may result in revocation of your lease.

8.14 WATER HOSES

1. Fresh water is precious!!! Please conserve.
2. Hoses are not allowed to be laying on docks and walkways when not in use.
3. Keep hoses secured and stowed when not in use as well as in good repair.
4. The water provided by the Port from the hose bib is usually at a higher pressure than your vessel may be rated for. This increased pressure has the potential to damage your potable water system causing leaks that may result in your vessel sinking. For this reason, when you are not on your vessel your water hose shall be disconnected from the hose bib and placed on your vessel.

SECTION 9 ACTIVITIES

9.1 BICYCLES, ROLLERBLADES, SKATEBOARDS, MOTORCYCLES, SCOOTERS

1. Use of rollerblades, skateboards and push scooters is prohibited on the Port ramps, docks, decks, walkways or parking lot.

2. Bicycles, motorcycles and motor scooters intended for shore use and transportation must be carefully moved to and from the shore-side. These vehicles must be stored on the Licensee's vessel when not in use or stored in some other safe location as prescribed by the Port Management.

9.2 BUSINESS OPERATIONS

1. Licensees shall not operate any business from the Poulsbo Marina without express written permission of the Port in the form of a fully executed *Authorization to Operate Business*.
2. The criteria for requiring authorization include the presence of employees and/or clientele on board a Licensee's vessel for the purpose of conducting regular business.

9.3 CONSTRUCTION, MAINTENANCE & REPAIRS

1. Major repair or construction on a vessel is prohibited.
2. Any maintenance and minor repair work shall follow the Best Management Practices outlined in the *RESOURCE MANUAL FOR POLLUTION PREVENTION IN MARINAS* published by the WA State Department of Ecology.
3. Licensees are liable for all Port costs associated with the cleaning and/or repairing of any parts of the docks damaged by the Licensee's maintenance activity.
4. Spray guns are not allowed and all sanding activity must comply with the BMPs referenced above.
5. All contractors, service personnel or persons hired by a Licensee at any time must be licensed and insured. They must be "authorized" to enter the moorage area and board the vessel. Please notify the Port Management of the names and dates you are authorizing so that unauthorized personnel are not entering or boarding vessels.

9.4 DINGHIES

1. Dinghies must be kept within the confines of the moorage space or stored aboard the vessel when not in use.
2. Dinghies may not be allowed to encumber the free movement of other vessels.

3. If a Port Licensee desires an out-of-water storage area for a dinghy, he or she must check with the Port Management.

9.5 ENGINE & MACHINE OPERATION

1. Except for entering or leaving the slip, main engines, generators, power tools and other noisy equipment may not be run between the hours of 7:00pm and 8:00am.
2. With the exception of sailing dinghies, sailboats are required, when entering or leaving the marina, to be under engine power - **NOT** sail.

9.6 FEEDING THE WILDLIFE

The feeding of ducks, seals, otters, geese and other wildlife is prohibited by state and federal agencies. These beautiful animals are wild and should be left as such. Feeding encourages them to hang out on the docks and on the boats, becoming a nuisance and causing damage.

9.7 FIREWORKS, FLARES & FIREARMS

Discharge of fireworks, flares or firearms is prohibited in the Poulsbo Marina.

9.8 FUELING

1. Port staff is not authorized to fuel vessels.
2. If a spill occurs, the vessel operator is required to report the spill. If in doubt call 911.
3. Report the spill to the Port Management. If the Port provides absorbents and/or labor to assist in the clean-up, the vessel operator will be charged for the associated expenses.
4. Failure to report fuel spills may result in the termination of the Licensee's moorage agreement.

9.9 PARTIES & HOLIDAYS

1. Guests and Licensees are prohibited from attaching party decorations to the docks, floats and pilings without prior approval of the Port Management.
2. All Licensees shall be held responsible for their guest's actions.
3. To address excessive noise and public disturbances, The Port has adopted the City of Poulsbo "Municipal Code" for enforcement within the Port District.

4. Any exceptions or special needs must be approved by the Port Management.

9.10 SPEED LIMIT

1. Maximum speed limits within the Port's marina shall be three (3) knots, or NO WAKE, at all times.

9.11 STAYING OVERNIGHT

1. A Licensee may reside on his or her vessel as long as he or she does not exceed the limits established in the definition of a live-aboard Licensee.
2. Per the definition provided in the State of Washington WAC 332.30.106(62)(b)(i), a Live-aboard Licensee is considered to be any person who resides on his or her vessel on more than a total of thirty (30) days in any forty (40) day period, or on more than a total of ninety (90) days in any three hundred sixty-five (365) day period, while the vessel is moored at the marina.

9.12 SWIMMING, DIVING, HARVESTING

1. Swimming is prohibited in the Port's Marina.
2. Scuba diving is only authorized if the diving is necessary for Port purpose or for work on a licensee's vessel. When using commercial divers, they must be listed on the Authorized Contractors listing on the Port of Poulsbo website.
3. Recreational scuba diving within the marina is prohibited.
4. Traps and crab pots may NOT be suspended from a moored vessel or from the dock at any time.

9.13 VISITORS & GUESTS

1. All Licensees shall be held responsible for their guest's actions, including vendors and repairmen.

SECTION 10 SPECIAL SUBJECTS

10.1 BEHAVIOR

Behavior that disturbs or creates a nuisance for others in the marina, as reasonably determined by the Port, may result in termination of a Licensee's live-aboard status, and Moorage License Agreement.

10.2 CHANGING MOORAGE SLIPS

Licensees wishing to change moorage slips must request to be placed on the *Slip Transfer List*. The list is administered on a first come, first served basis, taking the following criteria into consideration:

- Licensee's placement date on the *Slip Transfer List*
- Slip length and width
- Vessel length and width

10.3 COMPLIANCE WITH THE LAWS

1. The Port is particularly sensitive to U.S. Coast Guard regulations and state environmental regulations. Violations of these laws and regulations may result in the termination of the Licensee's moorage agreement. Please cooperate to assure a safe and enjoyable marina environment for Port occupants.
2. Use of any Licensee's vessel and/or slip is generally for recreational purposes only. NO commercial activity, such as renting, chartering, offices, etc., is permitted, without prior Port approval. See Section 9.2 Business Operations

10.4 EMERGENCIES

1. All vessels are required to display an emergency contact phone number for the Port or first responder in case of emergency.
2. Whenever a potentially serious condition appears on a vessel or within the Port's facilities, the Port will attempt to contact the interested parties by telephone to inform of the circumstances.
3. In the event the Port cannot make contact, the Port Management will take the appropriate actions to rectify the situation and prevent damage to vessels and Port property.
4. If the situation includes the possible destruction or sinking of a vessel, the Port will take reasonable steps to prevent that from happening. The Port accepts no responsibility for the condition of a Licensee's vessel or vessels and does not guarantee their safety.
5. Any expenses incurred by the Port in attempting to mitigate the circumstances on a Licensee's behalf will be charged to the Licensee.

10.5 ENVIRONMENTAL IMPACTING

1. For guidance on how to avoid negative environmental impacts, please refer to the Best Management Practices outlined in the *RESOURCE MANUAL FOR POLLUTION PREVENTION IN MARINAS* published by the WA State Department of Ecology.
2. No vessel or vessel occupant may discharge refuse, sewage, oily bilge fluids, waste or other pollutants into the water. Violation of marine environmental laws and regulations will result in the immediate termination of the Licensee's moorage agreement. Licensees are responsible for all penalties, clean-up and ramifications of their actions.
3. In the event of an accidental discharge, please contact the Port Management or staff immediately.
4. The Port recommends marine absorbent pads be kept on board all vessels for emergency use and accidental fuel spills.
5. No paint, oil or other hazardous materials are allowed on the Port's docks, decks or floats. If an accident occurs, it must be cleaned up immediately. Should Port personnel have to perform such clean-up, the Licensee will be charged for Port costs.
6. Extreme care must be exercised to avoid spilling petroleum products on the Port's docks, floats or in the surrounding waters. Float material will be damaged when exposed to petroleum products. Fuel storage is prohibited in dock boxes or on floats. All areas must be kept clean and free from any odor, combustible liquids or gases.

10.6 SELLING A VESSEL OR BOATHOUSE

1. All "For Sale" signs must be pre-approved by the Port Management.
2. If a Licensee has his or her vessel listed with a broker, the Port Management must be notified. The broker must check in with the Port Management before showing the vessel if the Licensee is not in attendance.
3. The number, type and style of the signs will be determined by the Port Management.

10.7 HEALTH & SANITATION

1. *Personal Hygiene*

If washing with soap on the docks, please minimize the amount of soap used. There should be no visible soap suds in the water.

2. *Cooking*

- A. Cooking must always be conducted on-board the vessel. Absolutely no cooking is allowed on docks or marina walkways without prior approval from the Port Management.
- B. Barbecuing with charcoal briquettes is strictly prohibited. When barbecuing, please be considerate of neighboring Licensees.
- C. When cooking at anytime and in any manner, please drain grease, oils and fats into a suitable container and dispose of it with regular refuse into the Port-provided refuse container. Disposing of these items into the waters of Puget Sound is prohibited.
- D. The cleaning of cooking utensils shall be confined to Licensee's vessel.

3. *Vessel Waste*

- A. IT'S THE LAW! It is prohibited to discharge or throw from any vessel, or dock: sewage, oily bilge fluids, oily rags, flammable liquids, parts containers, batteries, refuse or any other waste matter into the water or onto the Port's docks and floats.
- B. Please see the Port Management to obtain information on refuse sites to properly dispose of oils, solvents, paints, absorbent pads, batteries, boxes, bottles, cans, refuse, etc.
- C. The Port provides pump-out facilities at multiple locations in the marina. They are available 24 hours per day.
- D. Portable pump-out carts are also available for use. They must be checked out at the Guest Moorage office.
- E. For information on how to properly handle vessel waste, please refer to the Best Management Practices outlined in the *RESOURCE MANUAL FOR POLLUTION PREVENTION IN MARINAS* published by the WA State Department of Ecology.

4. *Refuse Disposal*

- A. All garbage and refuse must be placed into garbage bags and securely tied off. Garbage bags must be removed from the moorage area and deposited into the refuse container provided by the Port. Garbage shall not be stored on docks or floats.

- B. VIOLATION OF THE FOLLOWING REGULATIONS by any person shall subject that person to a financial penalty imposed by the appropriate authority having jurisdiction and may result in the offender's moorage agreement being terminated by the Port.
- i. Garbage allowed in the dumpsters consists of food waste and paper generated on, or in conjunction, with a vessel's assigned moorage.
 - ii. GARBAGE NOT ALLOWED: televisions, appliances, tires, petroleum products, electronic devices and equipment, and propane cylinders.
 - iii. DO NOT leave petroleum, oil or batteries for disposal by the Port. Licensees are responsible for transporting said items to the appropriate recycle or disposal center.

10.8 NOISE

To address excessive noise and public disturbances, The Port has adopted the City of Poulsbo "Municipal Code" for enforcement within the Port District.

10.9 ONE VESSEL-ONE SLIP

1. Only one vessel may occupy a moorage slip. Any exception to this rule must be approved by the Port Management.

10.10 PARKING

1. Parking is limited. All Licensees are allowed one parking placard only. Licensees will restrict their use of Port parking to times of vessel use. Unacceptable uses of Port parking include, but are not limited to: vehicle storage, and parking for downtown merchants or their employees. If you are conducting maintenance on your vessel you shall not use the parking lot for storage of construction materials, construction tools or perform work including sanding, cutting, fabricating, welding, chipping or grinding in the parking lot. Port staff will issue warnings for each occurrence.
2. The parking placard must be displayed. It is designed to fit behind the rear view mirror, and is easily transferred between vehicles. Those vehicles parked in authorized "Port Parking Only" areas without a parking permit displayed may be towed at owner's expense without prior notice. All placards shall be returned to the Port upon termination of the moorage agreement, or within 7 days to avoid being charged.
3. The maximum stay in "short term parking" is 48 hours. For longer stays you will be issued a pass from the Port Office and will be required to park in the Jensen Way parking lot. "Flex

Parking” for live aboard parking spaces can be used during the hours of 8am to 4pm daily for all Live Aboard parking spots and should be limited to these hours.

- a. A special permit may be obtained from the Port Office for those that are unable to walk the distance from the Jensen Way parking lot to the marina. These permits are limited to 72 hours only.
4. Please plan for alternative parking arrangements for visitors/guests.
5. If planning an extended boating trip, please see the Port Management regarding parking considerations and or recommendations. Extended Live Aboard parking ends on the 1st of April of each year.
6. Parking in “Port Parking Only” areas is limited to 72 continuous (no vehicle movement) hours.
7. In the event a Licensee violates the parking regulation three times within three months, the Port will re-evaluate the Licensee’s Moorage Agreement.

10.11 PETS

1. Pet owners are responsible for controlling the behavior of their pet(s).
2. All pets must be on a leash at all times when not onboard a vessel.
3. Licensees are responsible for cleaning up after their pet(s) in a timely way and appropriate manner.
4. “Mutt Mitts” are provided in the pet area for cleaning up pet deposits. Please use them!
5. Licensees are responsible for the pet(s) of their visitors/guests.
6. A Licensee’s pet privilege may be revoked for the following reasons: pets not under direct control or neglecting to pick up pet deposits.

10.12 SECURITY

1. PLEASE DO NOT prop the marina gate open.
2. Please report any vandalism, theft, property damage, threats to well-being or improper conduct to 911 first, then the Port Management.
3. The Port shall not be responsible for vessel security.

10.13 SINKING

In the unfortunate event that a Licensee's vessel should sink within the Port, he or she will be required to raise it. The Licensee will also be required to do so in conformance with all environmental laws and Coast Guard regulations.

10.14 SUB-LETTING SLIPS

1. The Port DOES NOT allow Licensees to sublet or re-assign their slips or boathouses.
2. Special uses are permitted with the Port Management's approval.

SECTION 11 ADDITIONAL REGULATIONS FOR LIVE-ABOARD LICENSEES

*The following regulations apply to the Live-Aboard Licensees.
All other regulations also apply.*

11.1 DEFINITION OF A 'LIVE-ABOARD LICENSEE'

Per the definition provided in the State of Washington WAC 332.30.106(62)(b)(i), a Live-aboard Licensee is considered to be any person who resides on his or her vessel on more than a total of thirty (30) days in any forty (40) day period, or on more than a total of ninety (90) days in any three hundred sixty-five (365) day period, while the vessel is moored at the marina.

11.2 WAIT LIST

The Poulsbo Marina is currently limited to twenty-five (25) live-aboard vessels. When at planned maximum capacity, live-aboard applicants will be placed on a wait list in order of the date the *Application for Live-Aboard Status* is received.

11.3 LIVING ABOARD

Living aboard a boat in the Poulsbo Marina is considered a privilege and shall only be granted to current Port Licensees listed on a fully executed *Authorization to Live Aboard Vessel* form.

11.4 OCCUPANCY LIMITS

Occupancy may not exceed the number of berths on the vessel.

11.5 NOT A RESIDENTIAL TENANT

The right to live aboard a vessel in the Poulsbo Marina is revocable and does not in itself create a residential landlord-tenant relationship between the Port and the Authorized Person(s). Without limiting the foregoing, the Licensee understands that the Port may revoke live-aboard status at any time for violation of the *Moorage License Agreement, Poulsbo Marina Regulations*, or for changes in Port policy.

11.6 BACKGROUND CHECK

1. The Port will conduct a background check on all new live-aboard applicants eighteen (18) years of age and older.
2. Live-aboard applicants will be responsible for the following fees:
 - a. Administration fee: \$50.00
 - b. Background Check Fee (per person): Actual Cost

11.7 LIVE-ABOARD FEES

Live-aboard fees will be reviewed annually.

11.8 LIVE-ABOARD INSPECTIONS

Annual inspections of live-aboard vessels will be conducted to ensure compliance with Port regulations and these additional Live-aboard guidelines.

11.9 SEWAGE, GRAYWATER, AND SOLID WASTE DISPOSAL

1. **Important!!** Only vessels with a waste holding tank (Type III MSD) will be accepted for live-aboard status. They must be plumbed in such a way that isolates the holding tank from the overboard discharge. “Y” valves are required to be locked in the closed (holding tank) position with a seal that has been issued and logged by the Port.
2. Live-aboard Licensees shall utilize the Port’s pump-out equipment, or a pump-out service, to dispose of sewage while in the Poulsbo Marina.
3. All live-aboards are required to maintain a pump-out log and report their pump-out activities to the Port office on a monthly basis. Those failing to report pump-out activity at least once per quarter will be subject to inspection. Chronic failure to meet this requirement will result in the revocation of live-aboard status.
4. “Gray water” is defined as wastewater from showers, baths, sinks, laundry, decks and other miscellaneous sources. Live-aboards are encouraged to minimize gray water discharge in the marina by showering, washing laundry and doing dishes shoreside. Soaps

used onboard shall be biodegradable and phosphate-free. Cleaning products containing toxic chemicals shall not be used onboard.

5. Gray water may be discharged into the vessel's holding tank and disposed of as sewage.
6. Dishwashers, garbage disposals and washing machines may not be used while a live-aboard vessel is moored in the marina, unless the wastewater is discharged into the vessel's holding tank.

11.10 WATER SERVICE IN WINTER

Marina staff will turn off the dock water supply during periods of potential freezing weather. Live-aboard Licensees should be prepared to be without dockside water supply for extended periods when freezing may occur.

11.11 ABSENCE

Live-aboard fees will not be waived for absence from your boat or licensed slip for any purpose.

11.12 DOCK DEBRIS

No personal property or debris is allowed on the docks except for hoses and boarding platforms. Planter boxes, bicycles, barbecues etc. are not allowed.

11.13 SUBLETTING

Live-aboard privileges cannot be sublet, transferred or re-assigned by the Licensee.

11.14 MAIL

The Port does not accept mail for Licensees, live-aboard or otherwise.

11.15 REPORTING TO THE MARINA OFFICE

We find that Live-aboard Licensees add a measure of security to the Marina. We ask Live-aboard Licensees to keep their eyes open and report anything out of the ordinary to the Marina Office or call 911.

11.16 TERMINATION

A Licensee's 'Live-aboard' status and Moorage Agreement may be terminated by the Port Management for violation of any regulations.

11.17 VEHICLE CONDITION & MAINTENANCE

1. No washing of vehicles while in “Port Parking Only” areas.
2. No oil changing or mechanical work is permitted on vehicles while in “Port Parking Only” areas.

11.18 LIVE-ABOARD PARKING

1. Each Live-aboard Licensee shall provide to the Port vehicle information for all vehicles owned. This information will be shared with the Poulsbo Police Department for parking violation tracking purposes only.
2. Live-aboards are required to park in special “Live-aboard Only” designated stalls when parked in Port parking. There are six “Live-aboard Only” stalls located at the Port’s waterfront parking lots, and nineteen at the Port’s Jensen Way parking lot.
3. Special parking placards will be issued to each Live-aboard Licensee. This placard must be displayed in the vehicle’s windshield when parked in either Port parking lot.
4. Violating the provisions of this section will result in a parking violation. If a Live-aboard receives a violation three times within three months, the Port will re-evaluate the Licensee’s Moorage Agreement.
5. If a Live-aboard receives three (3) parking tickets in any three-month period, or five (5) within any 365 day period, for exceeding the parking limits in a City-owned parking lot, the Port will revoke the live-aboard status of the violator.

SECTION 12 DEFINITIONS

1. **Boathouse:** A structure designed and used to shelter a vessel while moored in the water.
2. **Commercial Vessel:** Vessels that, through its design, configuration, use and/or documentation, may produce revenue. Licensees are required to provide proof of commercial activity.
3. **Guest Moorage:** A designated area within the Port’s marina to moor vessels with access to and from shore, fuel, and pump out facilities on a temporary basis.

4. **Guest:** A person using the Port facilities without having permanent moorage with the Port. Guests include but are not limited to vessels seeking refuge, day or overnight use of a Port facility, and individuals visiting the Port or a Licensee or providing services.
5. **Length Overall (LOA):** The distance between the forward most permanently attached fixture to the aft most permanently attached fixture.
6. **Licensee:** Any person, firm, partnership, corporation, association, organization or agent thereof, who contracts for use of any Port owned facility.
7. **Live-aboard Licensee:** Per the definition provided in the State of Washington WAC 332.30.106(62)(b)(i), a Live-aboard Licensee is considered to be any person who resides on his or her vessel on more than a total of thirty (30) days in any forty (40) day period, or on more than a total of ninety (90) days in any three hundred sixty-five (365) day period, while the vessel is moored at the marina.
8. **Marina:** All water, land, buildings and structures within the boundaries of the Poulsbo Marina used for moorage of vessels and aircraft.
9. **Moorage & Moorage Facility:** Any properties or facilities owned by the Port which are capable of use for the moorage of vessels and aircraft.
10. **Notice:** When required by the regulations, notice shall be effective when a Licensee has actual knowledge of communicated information, or by electronic or postal service mailing, or by posting on Licensee's vessel.
11. **Operable:** Means capable of safely maneuvering under its own motor power from one mooring to another mooring or another Port of call. In cases where the question of operability arises, Port Management may require a demonstration of the vessel's operability. At least thirty-(30) day's written notice will ordinarily be given to the Licensee for such a request. In the cases where a vessel is found to be inoperable, the Licensee shall have ninety-(90) days to affect repairs. If after ninety-(90) days the boat is inoperable, the Moorage Agreement will terminate. An extension of up to an additional-(90) days to complete repairs may be granted if the Licensee has, in the sole opinion of Port Management made substantial progress toward completion of repairs. If the vessel is removed from the water to effect repairs, regular system policies will apply. This section is not intended to apply to any brief period of repair common to most vessels. Port Management may repeat this request to test the operability as needed.
12. **Permanent Moorage:** Long-term Moorage, secured by a fully executed Moorage Agreement, designating a specific slip in the Port's marina.
13. **Port Commission:** The Board of elected officials who make policy and oversee the Port.

14. **Port District:** Means a port district created under Title 53 RCW (RCW 79.105.060(14)).
15. **Port Management:** The individual(s) designated by the Port Commission to oversee the safe and efficient running of the Port and its properties on a day to day basis.
16. **Port:** The Poulsbo Marina, which is Port District #12 of Kitsap County, WA.
17. **Poulsbo Marina:** The marina facility, located on the City of Poulsbo waterfront in Liberty Bay, owned and operated by the Poulsbo Marina.
18. **Repair Cost:** Time, material and overhead expense to accomplish any work.
19. **Seaworthy:** “Seaworthy” shall mean that the vessel’s hull, keel, decking, cabin, mast and drive train are functional and structurally sound. If a dispute over the seaworthiness of a vessel arises, the opinion of a certified independent marine surveyor may be obtained at Licensee’s expense. If a determination is made that a vessel is not seaworthy, ninety-(90) day may be granted to repair the vessel. See the definition for “Operable”.
20. **Slip:** A designated area within the Port’s marina of certain width and length with docks provided for access to shore.
21. **Upland:** Dry land located at an elevation higher than ordinary high water.
22. **Vessel of Record:** The vessel which has been solely authorized by the Port to occupy a slip either permanently or temporarily.
23. **Vessel:** Means a floating structure that is designed primarily for navigation, is normally capable of self propulsion and use as a means of transportation, and meets all applicable laws and regulations pertaining to navigation and safety equipment on vessels.
24. **Waiting List:** A list, maintained by the Port, of individuals who are waiting for the assignment of moorage with the Port.
25. **Winter Moorage:** Guest moorage slips that are utilized from the 1st of October through the 30th of April for monthly moorage. The availability of slips is determined by the Port Management annually.

Bilge water ~ The Problem

Maintaining a clean bilge is extremely important. The Port asks that vessel owners follow the practices below:

- Keep bilge area as dry as possible.
- Regularly check fittings, fluid lines, engine seals and gaskets.
- Fix all fuel and oil leaks in a timely fashion.
- Do not drain oil into the bilge.
- Use suction oil changers or oil pumps that attach to a drill head.
- Fit a drip pan underneath the engine to collect drips and leaks.
- Use oil-absorbent materials (i.e. pads & bilge socks), even in small boats. Replace them as needed before they become fully saturated with oil or fuel.
- Bilge water is considered contaminated if it contains any level of oil, fuel or other hazardous material. If a bilge contains oil or fuel, absorb as much as possible with a pad. Use a wet/dry shop-vac to remove remaining contaminant from bilge. Lastly, dispose of contaminated water at the proper facility.
- DO NOT pull the drain plug on a boat with a bilge full of contaminated water. The discharge of contaminated bilge water is illegal and subject to significant fines from regulatory agencies.

POULSBO MARINA REGULATIONS

GUEST MOORAGE ADDENDUM

1. All boat owners and operators entering the Poulsbo Marina shall promptly comply with all direction and instructions issued or given by Port Management with respect to the movement of their boats, or otherwise. Non-compliance with such directions or instructions may require immediate removal of the boat from the Poulsbo Marina.
2. The boat owner or operator will exercise care in the occupation of the marina slip, and will vacate the same in good condition. Wear and tear occasioned by normal use is expected.
3. The Port of Poulsbo shall not be liable to the boat owner and operator, who hereby waive all claims and recourse against the Port of Poulsbo, including the right to compensation for any loss, injury, or damage, to any person or property on or about the boat owner or operators guest marina slip or from

any cause whatsoever, including any latent defects existing on or about the guest marina slip or any part thereof. The operator will be considered the agent of the owner.

4. The boat owner and/or operator shall indemnify, hold harmless, and defend the Port of Poulsbo, its officers, agents, and employees against any and all claims for damages, costs, expenses, or liability arising out of, either in whole or in part, whether directly or indirectly, boat owners and/or operators use, operation or maintenance of the guest marina slip.
5. The Port of Poulsbo will not be responsible for any loss or damage to any boat, its tackle, gear, equipment, or any other property at the Poulsbo Marina.
6. Any boat moored at the Poulsbo Marina guest moorage facility may be moved by, and at the discretion of, Port Management for the protection of life or property or the utilization of the facility. Towing fees may apply.
7. The boat owner and/or operator must register at the guest moorage office within 30 minutes upon arrival. **Moorage payment is due upon check-in and in the morning by 9:00 am for each additional day, or in advance. Violators of this regulation will be subject to impoundment and sale of vessel under RCW 53.08.320. Extensions must be approved by the Port Management.**
8. **There is a limit of 14-days stay in a 3-month period at the Poulsbo Marina guest moorage facility.** The guest docks are intended as an area of moorage to be used while visiting. Visiting boats using guest docks for more than the 14-day limit will be in violation of these regulations and will no longer have the privilege of using the Poulsbo Marina guest moorage facility. The boat will be asked to vacate immediately.
9. Guest marina slips are first-come-first-served. If a boat leaves its slip for any reason, the slip and all moneys paid are forfeited. Slips must remain occupied for the duration of stay.
10. All animals must be on a leash and be attended at all times when the animal is not aboard. Please, no defecation on walkways or piers.
11. The overboard discharge of sewage from any onboard toilet while at the Poulsbo Marina is prohibited. Any boats discharging sewage will be asked to vacate immediately.
12. Swimming is not permitted in the Poulsbo Marina at any time.
13. The movement of any motorized watercraft anywhere within the Poulsbo Marina shall be for the purpose of mooring, entering, or leaving a slip, or launching or recovery. **Maximum speed is three (3) knots, or NO WAKE, at all times.**
14. Please respect your neighbor's privacy. No excessive noise after 9:00 pm.

15. Discharge of fireworks, flares or firearms is prohibited in the Port of Poulsbo marina. Violators will be immediately told to vacate the premises.
16. Excessive smoke and airborne embers are a major concern with wood burning appliances. When using a wood burning appliance on a vessel, a properly attached spark arrestor is required to reduce the risk of airborne embers. To minimize excessive smoke, the Port encourages the use of clean burning wood products such as manufactured logs and wood pellets. Vessels repeatedly emitting excessive smoke will be evaluated on a case-by-case basis.
17. All boat owners and/or operators shall comply with all State, County, Federal, and Municipal regulations, laws and ordinances, violation of which shall be grounds for immediate termination of moorage privileges.
18. The Port of Poulsbo does not provide parking for guest marina patrons.