



# 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*

**The Port reaffirms the following core values:**

- **Fiscal Responsibility & Sound Economic Development**
- **High Quality Public Recreational and Commercial Waterfront Access**
- **Promoting Community Pride in Our Marina & Public Facilities**
- **Commitment To Environmental Responsibility & Safety**
- **Strive For High Satisfaction of All Marina Users**
- **Collaborative and Effective Relationships with Neighboring Local Agencies, The Suquamish Tribe, and Stakeholder Groups**

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## **SECTION 1 PURPOSE**

The purpose of these Poulsbo Marina Regulations is to promote safe and efficient operation of the Poulsbo Marina and to provide equitable service to all boaters and the public. Throughout this document, the Poulsbo Marina Regulations may be referred to as the “Regulations.”

## **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 users’ sole responsibility to obtain, know, understand, and comply with the updated and current Poulsbo Marina Regulations. Copies are available in the Port office and on the Port website ([www.portofpoulsbo.com](http://www.portofpoulsbo.com)). The Port will provide notice of any changes to the Regulations when enacted. The Port does not accept responsibility for mailing or delivery of the Poulsbo Marina Regulations or for ensuring that users have familiarized themselves with their contents.
3. The Port has the reserved right to change these Regulations by formal amendment or resolution and may seek public input. Changes announced at scheduled Port meetings will be available at the Port office and posted on the bulletin board. After revisions to this document have been made, the revised version shall be posted on the Port’s website and the Port Office, licensees will be notified by email within twenty-four (24) hours of such posting. The changes take effect upon email notification to Licensees.

## **SECTION 3 SIGNATURE IS CONSENT**

1. A signed *Moorage License Agreement* is required of all Licensees and is evidence of the Licensee’s consent and agreement to these Regulations including enforcement procedures. These Regulations are to be read in a manner consistent with the provisions of any applicable Moorage License Agreement. In the event of any conflict between the Regulations in this Handbook and an applicable Moorage License Agreement, the provision(s) most protective of the Port shall control.

**SECTION 4**  
**ADMINISTRATION AND ENFORCEMENT**

1. The Port Management has been authorized by the Port Commission to interpret, apply, and enforce these Regulations.
2. As a condition of using Port facilities, Licensees, guests, users, and visitors hereby grant consent to Port Management, or designee, to board any vessel or floating structure if Port Management has cause to believe that a violation of these Regulations has been or is being committed. If such cause exists, Port Management, or designee, may board any vessel or floating structure for the purpose of determining compliance with the provisions of these Regulations. Except for emergency situations, Port Management will provide forty-eight (48) hours notice by posting the vessel and providing email notification to an email address that is on file with the Port. In emergency situations, Port Management will attempt contact in advance, but if advance notice is not practicable, the Port will notify licensees/owners of the boarding as soon as practicable. Emergency situations include, by way of example, if a vessel is in danger of sinking, breaking up, or blocking a navigational channel or poses a reasonably imminent threat to human health or safety, including a threat of environmental contamination. Port Management is authorized, in its sole discretion, to find that an emergency situation exists. Port Management's right to board any vessel or floating structure as provided for in this paragraph is in addition to and does not alter any rights the Port may have under other applicable laws, including without limitation the Derelict Vessel Act - Chapter 79.100 RCW.
3. The Port Management will enforce the intent of these Regulations, in accordance with the policies and procedures adopted by the Port, to carry out their purposes 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 penalty charge for any violation of these Regulations in accordance with the Port's current maintenance tariff. If the Licensee fails to correct the infraction and/or fails to pay the imposed penalty charge, the Port may proceed with termination of the *Moorage License Agreement*, among other legal remedies.

7. In the event Licensee is in default in payment of Licensee's account, the Port Management is authorized to impound Licensee's vessel, terminate Licensee's *Moorage License Agreement*, conduct the sale of Licensee's vessel under RCW 53.08.320, and/or pursue other legal remedies. See Section 5 and 12 of the *Moorage License Agreement* for details.

8. The port has provided an avenue for resolving questions regarding the interpretation and application of Port policies in the form of a Grievance and Appeal Policy ("Appeal Policy"). The Appeal Policy provides an avenue for individuals to present their perspective regarding a decision of Port Management and is separate from these Regulations. The Appeal Policy shall not be read or construed to affect or diminish the rights or remedies of the Port referenced in these Regulations. The submission of a grievance or filing of an appeal under the Appeal Policy will not affect the Port's right to enforce these Regulations or the provisions of any agreement through any legal means, including the issuance of legal notices and requesting relief from a court of law in relation to such actions as impounding/seizing vessels, eviction, and trespass. Unless a legal notice issued by the Port states otherwise, the existence of an Appeal Policy shall not be read to stay or delay any legal process or extend any deadlines contained in such notices.

9. Payments are due and payable on the first of each month at rates as established by the Port of Poulsbo Commission. Statements of account are issued by the Port as a courtesy; however, payment should be made in accordance with the terms of the *Moorage License Agreement*.

10. It is the responsibility of the Licensee to keep the Port informed of their current address, e-mail address, telephone numbers and emergency contacts. Licensees should indicate their primary means of notification. Licensees that may be seasonal or living away for extended periods shall indicate an alternate local point of contact for their vessel.

## **SECTION 5 MOORAGE**

1. Use of the Port's permanent moorage facility is restricted to users 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. The Port reserves the right to refuse moorage to any Licensee who has failed to pay moorage charges and/or to any person that 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. Under non-emergency conditions, the Port will give the licensee up to seventy-two (72) hours notification for licensee to move their vessel or floating structure. The Port's rights in this paragraph shall not be construed to create a bailment relationship between Licensee and the Port

2. Upon acceptance of moorage, Licensee must provide proof of ownership and insurance, including the following documentation, and other items as required by the *Moorage License Agreement*:

- a. Current Certificate of Title, showing the proper individual(s) as owner(s) of the Vessel of Record.
- b. Current State registration certificate, showing the proper individual(s) as owner(s).
- c. Current U.S. Coast Guard documentation papers, showing the proper individual(s) as owner(s).
- d. Financing papers showing the proper individual(s) as owner(s).
- e. Executed use tax return.
- f. Insurance Documentation as required in the *Moorage License Agreement*.

3. If proof of current ownership in Licensee's name and/or insurance is not provided, the Port may refuse to allow moorage and may terminate the *Moorage License Agreement*. State registered and/or Coast Guard documented vessels shall display valid registration decal on the hull. Failure to display the current registration decal on the hull may be cause for termination of moorage.

4. All Licensees and/or operators of vessels at the Port shall promptly comply with all directions issued or given by the Port Management with respect to their vessels' movement. In non-emergency situations, prompt compliance means compliance within seven (7) days of direction being issued or given.

5. Licensee acknowledges that he/she 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.

6. Licensee will exercise due care in the use of the moorage space and will vacate the same in good condition.

7. The Port shall not be liable to Licensee, and Licensee hereby forever releases and waives all claims and recourse against Port, including the right to contribution, for any loss, claim, theft, injury or damage to any person or property on or about the Poulsbo Marina or real property owned or managed by the Port by or from any cause whatsoever related to the presence of the Licensee or the vessel within the Poulsbo Marina, including any latent defects existing on or about the Poulsbo Marina or any part thereof. The Port will take all efforts to maintain all known defects.

8. The *Moorage License Agreement* permits only the use of an assigned moorage space, access over the gangway and pier, and the limited use of finger pier adjacent to the



vessel's slip. Licensee does not have exclusive control over any of the property in the Poulsbo Marina, unless otherwise specified in a *Moorage License Agreement*. Licensee's use is non-exclusive, including without limitation the use of the finger pier, which is "shared" with the adjacent licensees.

9. 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 written approval of the Port Management.

10. Licensee shall be authorized to moor only the one boat identified in his or her *Moorage License 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.

11. 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 firefighting, securing lines, pumping out, towing vessels, pollution control, etc.

12. Licensees shall comply with all state, county, federal and municipal regulations, laws & ordinances which include the PMC (Poulsbo Municipal Code), KCC (Kitsap County Code), RCW (Revised Code of Washington), and the WAC (Washington Administrative Code). Licensees will be financially responsible, as charges applied by the Port, for any and all fines imposed on the Port for any violations of such laws and regulations.

13. Permission provided to non-vessel owners and/or vessel 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 6 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 or requirements contained in the PMC, KCC, RCW, or WAC*.

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

## 6.1 GENERAL CONDITIONS

1. Boathouses are subject to inspections by Port Management. The Port will inspect the boathouse for compliance with Port safety requirements and compliance with these Regulations annually, or more as the circumstances may require. Such an inspection is in addition to any inspections of vessels that may be authorized by these rules and to any inspections that may be authorized otherwise under the law. The Port boathouse safety requirements are as follows:
  - a. Structural Integrity. The floats, piers, pilings, walls, roof, windows and doors are in good condition and structurally sound pursuant to Section 6.2 of these Regulations.
  - b. Smoke and Fire Protection. The boathouse is equipped with a current operable smoke/carbon monoxide detector, a flammable locker, and at least one (1) current and inspected fire extinguisher.
  - c. Electrical. Electrical outlets and fixtures will be checked with and without boat plugged to boathouse. Electrical systems shall be in good and safe working order pursuant to Section 6.3 and 7.4 of these Regulations.

The Port is not a regulatory agency charged with the enforcement of and compliance with building code, fire code, mechanical code, or other similar regulations. The Port may invite inspectors from any regulatory agencies with jurisdiction to attend an inspection of the boathouse.

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 any vessels and contents of the boathouse. The Licensee, or an authorized representative, should be present and shall be responsible for moving the vessel, generally. Prior to such a move the Port will provide notice to licensee except in cases of emergency, in which case the Port will provide notice that is practicable under the circumstances.
3. Licensees must always perform any work on or in a boathouse in accordance with the most recent Best Management Practices which are set forth in the *Pollution Prevention for Washington State Marinas*, published by the collaborative efforts of Clean Marinas Washington and all other applicable regulations.
4. Beyond meeting minimum requirements provided in these Regulations, the Licensee must maintain the boathouse in good condition. By way of example only, the siding and doors must be in good repair and broken windows must be repaired immediately.
5. The federal regulations governing the discharge of any solid or liquid waste from vessels into the waters of Puget Sound shall apply equally to boathouses moored in the Poulsbo 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 (2) 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 exterior of the boathouse to allow the Port or first responder to contact the Licensee in case of emergency.

## **6.2 STRUCTURAL REQUIREMENTS**

1. Boathouse dimensions may not be altered without prior review by the Port Management and approval by the Port Commission, which approval can be withheld at the Port's sole and exclusive discretion.
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 (6) 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, which approval can be withheld at the Port's sole and exclusive discretion. 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 vessels 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 roofs, 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.

### **6.3 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.), including all applicable sections of such codes.
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 volts with 30 amps. Licensees are responsible for ensuring electrical loads do not exceed power ratings going to their boat or boathouse.

## **SECTION 7**

## **VESSEL CONDITION**

### **7.1 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.
3. Port staff may, but are not required to, pump out any vessel that has filled with water and/or is in danger of sinking.
  - a. Any action taken by Port staff to pump out a vessel does not create any duty of care or obligation on the Port or any of its employees or officers.
  - b. The owner of the vessel shall be charged for the pumping service as set forth in the Port's Rates and Fees.
  - c. Any vessel that fills with water or is in danger of sinking may be removed from the water and impounded at the owner's expense.

### **7.2 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. Overall length extensions into the waterways may be authorized by the Port Management, in its sole and absolute discretion, and only for maximizing slip usage and only in a safe manner.

### **7.3 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. Vessels 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).
4. The Licensee is responsible for all actions and costs resulting from materials being discharged into the Port's waterways.

### **7.4 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 after notice to Licensee. All electrical cords and wiring shall be properly grounded and meeting Underwriter's Laboratory (UL) approval for marine related service. All electrical cords must be professionally manufactured and specified for marine use. Electrical cords must be a single, continuously molded unit from the power pedestal to the vessel. Only marine grade, approved adapters and connectors will be allowed. No person shall make any electrical connection to any electrical outlet of the Port except through the use of UL approved marine cords and plugs, that are in good to excellent condition and not in need of repair. All persons using a power cord must use the U.S. Coast Guard-approved three conductors number 10-wire marine cable for 120-volt A.C. single-phase circuits.
2. Power plugs must be sized to match the socket on the Port Marina power stanchion.
3. Coiled cords on the docks or around the power pedestals are prohibited.
4. Lock rings are advised to prevent cords from falling in the water or becoming a tripping hazard if applicable.
5. 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 and notify licensee promptly.
6. Shore power cords or other electrical cords may not be fastened to the marina or tied to the electrical pedestal.
7. Shore power cords or any other electrical cords are not allowed to become a tripping hazard and must be kept laying neatly as best possible along the slip's edge by means of Marinco clips or similar hardware. NO cords are allowed to cross over docks and walkways unless specifically approved by the Port Management.
8. Electrolysis and galvanic corrosion 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 anodes inspected and changed annually or as is necessary.
9. A licensee may not modify, alter or otherwise change any Port provided utility service delivery system.

## **7.5 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.
3. Fixed or permanent fenders may not be installed on floats or vertical stanchions without the Port's written permission. Fenders may be hung from cleats only. Additional fender material, dock wheels, or cleats may be used only after prior written permission by the Port. The cost of the installation and material will be paid by the lessee, but anything so installed shall become the property of the Port.

## **7.6 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 emitting excessive smoke, as determined by Port Management, will be evaluated on a case-by-case basis and may be banned and/or result in termination of the *Moorage License Agreement*.

## **7.7 HALYARDS & MAST LINES**

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

## **7.8 HOLDING TANKS**

1. Vessel holding tanks must be always kept secure with overboard seacocks (“Y” valves) closed.
2. Discharge of holding tank material, in or around the Port’s waterways, is prohibited. A violation of this rule may result in immediate termination of the *Moorage License Agreement*. Pump-out services are always available at the fuel dock.

3. The Licensee is responsible for all actions and costs resulting from illegal materials being discharged from their vessel or transportation of materials to their vessel spilling into the Port's waterways.

## 7.9 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 mooring lines must be re-secured or replaced by the Port because, in the discretion of Port Management, they are broken or inadequate (for example during a period of heavy weather), Licensees will be charged for the new lines and related costs.

## 7.10 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 License Agreement. If an inspection is needed, the Port will attempt to coordinate a date/time to conduct the inspection with the Licensee; however, Port staff are authorized to conduct an inspection consistent with the requirements in Section 4 of these Regulations and/or as authorized by RCW 79.100. An underway demonstration may also be requested.
4. A vessel determined by the Port Management to be in need of an inspection will have the totality of the following criteria evaluated:
  - a. General condition.
  - b. Environmental risk.
  - c. Operability.
  - d. Degree of owner involvement.
5. If an inspection is done by the Port, any necessary repairs/work, including but not limited to in or out-of-water surveys, will be the responsibility of the vessel's owner and/or the Licensee.



6. In the event a vessel becomes inoperable, the vessel's owner may apply in writing for a *Temporary Operational Waiver*. Such exemption may be revoked at any time, without notice, at the discretion of Port Management.

7. A *Temporary Operational Waiver* will only be granted if all of the remaining evaluation criteria in 8.10.4 have been met to the satisfaction of the Port Management.

### **7.11 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 Port approved dock box if available.

### **7.12 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.

### **7.13 VESSEL REGISTRATIONS**

1. Licensees will ensure their vessels are lawfully registered with Coast Guard documentation and/or registration with the State. Failure to properly register a vessel and/or failure to provide proof of such registration annually may result in revocation of moorage and termination of the *Moorage License Agreement*.

### **7.14 WATER HOSES**

1. Fresh water is precious!! Please conserve.
2. Hoses are not allowed to lie 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 could 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.

5. Port staff may turn off water without notice in an emergency, or with notice in the event of incoming extreme weather conditions or normal repairs. Notice will be issued as soon as practicable in an emergency. Licensees shall be prepared to be without dockside water during these times.

## **SECTION 8 ACTIVITIES**

### **8.1 BICYCLES, ROLLERBLADES, SKATEBOARDS, MOTORCYCLES, SCOOTERS**

1. Use of rollerblades, bicycles/EV bicycles, skateboards and push scooters is prohibited on the Port ramps, docks, decks, walkways or Port parking lot.
2. Motorcycles and motor scooters intended for transportation on shore 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 required by the Port Management.

### **8.2 USE OF MOORAGE/VESSEL FOR BUSINESS OPERATIONS**

1. Licensees shall not operate any business or conduct commercial activity in the Poulsbo Marina or on Port property without express written permission of the Port in the form of a fully executed *Authorization to Operate Business*. Issuance of an Authorization to Operate Business is at the sole discretion of the Port.
2. The criteria for issuance of authorization shall include: (i) whether the business use will likely include the presence of employees, clientele, or customers on board the vessel; (ii) consistency with the adopted values, policies, and objectives of the Port; and (iii) any other factor reasonably related to the business of the Port. An applicant must provide all information and documentation requested by the Port to determine consistency with such criteria. Business operators must provide proof of a proper license and other required approvals, including State UBI number, State business tax number, and/or copy of their City of Poulsbo business license, as applicable.
3. A fully executed *Commercial Moorage License Agreement* will also be required. The Port may revoke authorization in its sole discretion per the terms of the *Commercial Moorage License Agreement*.
4. Air B & B, VBRO, short term rental, or other rental usage is not an allowed business model.

### **8.3 CONSTRUCTION, MAINTENANCE & REPAIRS**

1. Painting and refinishing of boats in the water is limited to small basic repairs with all work being contained and/or proper containment tools used i.e., sander with vacuum attachment. No painting over the Port waters is permitted.
2. Major repair or construction on any vessel is prohibited. Painting and refinishing of boats in the water is limited to minor touchups. All work must be contained. Major work involving more than twenty-five percent (25%) of the boats above water surface must occur on land at a permitted boatyard in keeping with the Best Management Practices.
3. Any and all construction, maintenance, and repair work, including minor repair work shall comply with the Best Management Practices.
4. In addition to any applicable Best Management Practices, all work on any vessel shall comply with local, state, and federal laws which may include but are not limited to: the use of protective devices, drop clothes, tarps, vacuums, and shrouding, which must be used to ensure debris and other solids are collected and managed to prevent their release into the environment.
5. 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 and shall be charged accordingly.
6. Spray guns are not allowed, and all sanding activity must comply with the Best Management Practices.
7. All contractors, service personnel or persons hired by a Licensee at any time must be licensed and insured. Please notify the Port Management of the names and dates of contractor you are authorizing. Contractors may opt to join the Port's preferred vendor list.
8. The Port has adopted and incorporates into this Handbook the provisions of the Poulsbo Municipal Code Chapter 15.32 such that no construction activity within the Marina or on Port property shall be permitted within one thousand (1000) feet of any residence between the hours of seven p.m. to seven a.m., Monday through Friday, and seven p.m. to eight a.m. weekends, and federal, state or city observed holidays.

#### **8.4 DINGHIES**

1. Dinghies must be kept within the confines of the assigned moorage space or stored aboard the vessel when not in use. Rowboats, skiffs, dinghies, and other small watercraft may be stored in the water with the primary boat if such storage does not

encroach on space allocated to the adjacent licensee or into the Port waterways if approved by the Port Management.

2. The Port accepts no responsibility for the safety or care of dinghies left in the water. Dinghies not being used must be secured on the primary vessel or taken home for proper stowage. All dinghies and/or rowboats shall be identified in accordance with Coast Guard or State of Washington regulations.

3. Dinghies are not allowed to encumber the free movement of other vessels.

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

5. Any equipment or gear not properly stored will be impounded by the Port. After proper notice to the owner, the Port may dispose of such property.

## **8.5 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. Except sailing dinghies, sailboats are required, when entering or leaving the marina, to be under engine power - NOT sail.

## **8.6 FEEDING THE WILDLIFE**

1. 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.

## **8.7 FIREWORKS, FLARES & FIREARMS**

1. Discharge of fireworks, flares or firearms is prohibited in the Port of Poulsbo. Such behavior will result in the revocation of permanent or guest moorage privileges and forfeiture of the applicable slip assignment.

## **8.8 FUELING**

1. Port staff are not authorized to fuel any vessel.

2. If a spill occurs, the vessel operator is required to report the spill to Port Management. If a spill occurs at the fuel barge, it must be reported to the proper authorities. All proper authorities for reporting spills are clearly listed with signage on the fuel barge. If in doubt call 911.
3. 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 License Agreement*.

## **8.9 PARTIES & HOLIDAYS**

1. Guests, Licensees, and users 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 and for the comfort and enjoyment of all marina customers, noise levels within the marina and on Port property must be kept to a minimal and respectful level during the hours between 10:00PM and 8:00AM.

## **8.10 SPEED LIMIT**

1. Vessel operators will control their speed so as not to leave ANY WAKE and will be held responsible for any wake damage caused by excessive speeds (hull designs vary wake).

## **8.11 STAYING OVERNIGHT**

1. Except for Licensees approved under an executed Authorization for Live Aboard Moorage form, no person shall stay aboard their vessel overnight 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.

## **8.12 SWIMMING, DIVING, HARVESTING**

1. Swimming and water skiing in the marina are prohibited. Students enrolled in the sailing program can enter the water as part of the formal instructions approved by the Port Management and only in approved areas within the Port of Poulsbo.
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.
5. Fishing in the marina is limited to children under fourteen (14), parents accompanying younger children who are fishing, and disabled persons. Such fishing is permitted in designated areas only and proper licensing is required. Any debris left behind such as fishing lines, bait etc. could result in the revocation of his/her privileges.

### **8.13 VISITORS & GUESTS**

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

## **SECTION 9 SPECIAL SUBJECTS**

### **9.1 BEHAVIOR**

1. Behavior that disturbs or creates a nuisance for others in the marina, as determined by Port Management, is prohibited and may result in termination of a Licensee's live-aboard moorage status, termination of a *Moorage License Agreement*, and/or revocation of other privileges including the right to remain on Port property. Everyone, including Licensees, guests, users, and marina visitors must act lawfully and avoid behavior that disturbs or creates a nuisance for others. By way of example, unacceptable behavior includes, but is not limited to:
  - a. Physical or verbal abuse of others, including the use of discriminatory language;
  - b. Violent, hostile, harassing, or threatening behavior, including such behavior using social media or other electronic means;
  - c. The consumption of alcoholic beverages, on private Vessels and docks, is prohibited, unless otherwise permitted by the Port. The use of illegal drugs is prohibited in all areas of Port property;

- d. Any conduct or activity that is likely to constitute a criminal, illegal, or unlawful offense; and
  - e. The failure to follow any legitimate directions given by Port Staff.
2. The Port Management is authorized to enforce these Regulations regarding behavior by written or verbal direction, trespass notices, legally authorized ejection from Port property, and as further allowed by law.

## **9.2 CHANGING MOORAGE SLIPS**

1. 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:
  - a. Licensee's placement date on the *Slip Transfer List*;
  - b. Slip length and width; and
  - c. Vessel length and width.

## **9.3 REGULATORY COMPLIANCE AND COMMERCIAL USE**

1. The Port is particularly sensitive to U.S. Coast Guard regulations and state environmental regulations. Violations of such 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 for recreational purposes only. NO commercial activity, such as renting, chartering, offices, etc., is permitted without prior Port approval. See Section 8.2 Business Operations.

## **9.4 EMERGENCIES**

1. All vessels must display an emergency contact phone number that is easily read by Port staff and first responders.
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 them of the circumstances.
3. In the event the Port cannot make contact, Port Management will take appropriate actions to rectify the situation in an effort to avoid and mitigate damage to vessels, protect Port property, and mitigate emergency circumstances generally.
4. If the situation includes the possible destruction or sinking of a vessel, the Port will take reasonable steps to prevent that from happening. However, in responding to an

emergency, the Port assumes no responsibility, duty of care, or liability in connection with a vessel or its condition and does not provide any guarantee or assurance of a vessel's safety.

5. Any expenses incurred by the Port in attempting to mitigate emergency circumstances on a Licensee's behalf will be charged to the Licensee.

## **9.5 ENVIRONMENTAL IMPACT**

1. For guidance on how to avoid negative environmental impacts, please refer to the Environmental Best Management Practices .

2. No vessel or vessel occupant may discharge refuse, sewage, oily bilge fluids, waste or other pollutants into the water. Any violation of marine environmental laws and regulations will subject the offender to termination of the Licensee's *Moorage License Agreement*. Licensees are responsible for all penalties, clean-up, clean-up costs, and consequences of their actions, and all such penalties and costs will be charged to the Licensee

3. In case of environmental discharge, Port Management or staff must be contacted immediately. Any environmental discharge or event occurring after business hours requires contact to 911, followed by NRC (National Response Center), followed by Port Management.

### **a. AFTER HOURS NOTIFICATION PROCEDURE NEEDS TO BE DISCUSSED**

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 staff 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, oily rags, paint cans and other inflammable or explosive materials are prohibited in dock boxes or on floats. All areas must be kept clean and free from any odor, combustible liquids or gases.

## **9.6 SELLING A VESSEL OR BOATHOUSE**



1. All “For Sale” signs must be pre-approved by the Port Management and subject to the reasonable discretion of Port Management as to appropriateness.
2. If a Licensee has his or her vessel listed with a broker, the Port Management must be notified via letter or email. The broker must check in with the Port Management before showing the vessel if the Licensee is not in attendance.
3. Signage may only be posted on the specific vessel for sale or the specific boathouse for sale, as the case may be, and is not permitted anywhere else on Port property.

## **9.7 HEALTH & SANITATION**

### **1. Cooking**

- a. Cooking must always be conducted on-board the vessel. Absolutely no cooking is allowed on docks or marina walkways. Note: Cooking on open flame or BBQ is subject to local government regulation.
- b. Barbecuing with charcoal briquettes is prohibited. When barbecuing, please be considerate of neighboring Licensees.
- c. When cooking at any time 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.

### **2. 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 (See Best Management Practices).
- 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 twenty-four (24) hours per day. Note: Fixed locations may be tidal dependent for certain vessels. Portable pump-out carts are also available for use. They must be checked out at the Guest Moorage office during business hours.

d. For information on how to properly handle vessel waste, please refer to the Best Management Practices.

### **3. 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 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 recycling or disposal center.

### **9.8 NOISE**

1. To address excessive noise and public disturbances, the Port has adopted the City of Poulsbo "Municipal Code" into these Regulations for enforcement within the Poulsbo Marina. Additionally, it is a violation of these Regulations for any user to cause, or for any Licensee to allow to originate from their vessel, sound that disturbs or creates a nuisance for others in the marina, as determined by Port Management. {Poulsbo Municipal Code Ch. 15.32 — Prohibits construction activity within 1,000 ft. of any residence between 7:00 p.m. and 7:00 a.m. on weekdays and on federal, state, or city-observed holidays. Weekend prohibited hours are 7:00 p.m. to 8:00 a.m.}

### **9.9 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.

### **9.10 PARKING**

1. **Parking is limited.** All Licensees are allowed one (1) parking placard only which is required to park on Port property. 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 seven (7) days to avoid being charged.

3. **The maximum stay in "short term parking" is forty-eight (48) hours.** For longer stays, you will be issued a pass from the Port Office and must park in the Jensen Way parking lot. "Flex Parking" for live aboard moorage parking spaces can be used during the hours of 8am to 4pm daily for all live aboard moorage parking spots and should be limited to these hours.

a. A special permit may be obtained from the Port Office for those unable to walk the distance from the Jensen Way parking lot to the marina. These permits are limited to forty-eight (48) 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 moorage parking ends on the 1<sup>st</sup> of April of each year.

6. Parking in "Port Parking Only" areas is limited to forty-eight (48) continuous (no vehicle movement) hours.

7. In the event a Licensee violates the parking regulation three (3) times within three (3) months, the Licensee's Moorage Agreement is subject to termination.

## 9.11 PETS

1. Pet owners are responsible for controlling the behavior of their pet(s) on Port property to ensure the pet does not disturb or create a nuisance for others.

2. All pets must be on a leash and under direct control when not on a vessel.

3. Licensees must clean 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 notifying their guests/visitors that they too are responsible for their pets while on Port property.
6. Any pet or animal that is a danger, threat, or nuisance must be immediately removed from Port property. Pet nuisances include, but are not limited to: failing to clean up after animal, off leash violations, excessive barking, and/or any activity that negatively affects a Port user. Additionally, any animal that has demonstrated behavior, within or outside of the Poulsbo Marina, that meets the definition of a potentially dangerous dog in Title 16.08 RCW will be deemed a danger, threat, or nuisance and subject to removal. Port Management is authorized to determine that a specific animal is a danger, threat, or nuisance under this Section. With advisement of Animal control.
7. A Licensee's pet privilege may be revoked for any violation of the foregoing Regulations regarding pets or if the pet constitutes a nuisance. Licensee's Moorage License Agreement may be terminated for violation or permitting a pet nuisance.

#### **9.12 SECURITY**

1. PLEASE DO NOT prop the C dock marina gate open for security purposes. C dock main gate will only be propped open due to maintenance issues so Licensees may enter and leave. If this issue arises, notification will go to licensees to take proper security precautions.
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.**

#### **9.13 SINKING**

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

#### **9.14 TRANSFER/RE-ASSIGNMENT OF SLIPS NOT PERMITTED**

1. Moorage licenses, including a license to liveaboard, are not transferable or assignable to any other individual or Vessel. The Port DOES NOT allow Licensees to transfer or re-assign their slips or boathouses. Unauthorized attempts to transfer or re-assign may result in the immediate termination of moorage. This prohibition precludes allowing a person other than the Licensee of record to place his/her vessel in a licensed moorage space, whether for rent, or other consideration, or no consideration at all.
2. Special uses are permitted with the Port Management's prior written approval, and may include.

## **SECTION 10 ADDITIONAL REGULATIONS FOR LIVE-ABOARD MOORAGE LICENSEES**

*The following Regulations apply to Live-Aboard Moorage Licensees and those applying for this privilege. All other Regulations also apply.*

### **10.1 DEFINITION OF A 'LIVE-ABOARD MOORAGE LICENSEE'**

1. Per WAC 332.30.106(62)(b)(i), a Live-aboard Moorage Licensee is considered to be any person who resides on his or her vessel more than a total of thirty (30) days in any forty (40) day period, or 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 and has been granted the privilege to moor a live-aboard vessel by the Port under these Regulations.

### **10.2 WAIT LIST**

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

### **10.3 LIVE ABOARD MOORAGE**

1. Living aboard a vessel in the Poulsbo Marina as a Live-Aboard Moorage Licensee shall be considered a privilege that may be granted to current Port Licensees. Those living aboard in this manner must be listed on an *Authorization for Live-Aboard Moorage* form, executed by the Licensee and the Port. A vessel being used solely as a live-aboard vessel that does not leave the Poulsbo Marina for cruising is not encouraged. Vessels must be seaworthy, operable, and immediately ready for cruising local waters. Annual inspections will be conducted as per 10.7 of this Section.

### **10.4 OCCUPANCY LIMITS**

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

## 10.5 NOT A RESIDENTIAL TENANT

1. Authorization for live-aboard moorage is revocable and does not in itself create a residential landlord-tenant relationship between the Port and the Licensee authorized to moor a live aboard vessel at the Port. Without limiting the foregoing, the Licensee understands that the Port may revoke the license/privilege to moor at the Port as a live-aboard at any time for violation of the *Moorage License Agreement* or the *Poulsbo Marina Regulations*, or for changes in Port policy.

## 10.6 LIVE-ABOARD MOORAGE FEES

1. Live-aboard moorage applicants will be responsible for an Administration fee of Fifty Dollars (\$50.00). Other live-aboard moorage fees will be reviewed and subject to adjustment annually.

## 10.7 LIVE-ABOARD MOORAGE INSPECTIONS

1. Annual inspections of live-aboard vessels will be conducted to ensure compliance with these Regulations under the same process as inspections for other vessels.

## 10.8 SEWAGE, GRAYWATER, AND SOLID WASTE DISPOSAL

1. **Important!!** Only vessels with a waste holding tank (Type III MSD) will be allowed to moor as live-aboard vessels. 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. Licensees living aboard their vessel shall utilize the Port's pump-out equipment, or a pump-out service, to dispose of sewage while in the Poulsbo Marina.

3. All Licensees living aboard their vessel 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. Licensees living aboard the vessel 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.

#### **10.9 WATER SERVICE IN WINTER**

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

#### **10.10 ABSENCE**

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

#### **10.11 DOCK DEBRIS**

1. No personal property or debris is allowed outside of the vessel except boarding platforms and hose (where appropriate hangers on pedestals may be fitted/ provided). Planter boxes, bicycles, barbecues etc. are not allowed.

#### **10.12 TRANSFER/RE-ASSIGNMENT**

1. Live-aboard moorage privileges cannot be transferred or re-assigned by the Licensee.

#### **10.13 MAIL**

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

#### **10.14 REPORTING TO THE MARINA OFFICE**

1. The Port finds that Licensees who live aboard their vessels add a measure of security to the Marina. We ask Licensees who live aboard their vessels to keep their eyes open and report anything out of the ordinary to the Marina Office or call 911.

### **10.15 TERMINATION**

1. A Licensee's right to moor a vessel that they live aboard in and/or Licensee's *Moorage License Agreement* may be terminated by the Port Management for violation of any provision of these Regulations, or as otherwise permitted by these Regulations and/or the *Moorage Licenses Agreement*.

### **10.16 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.

### **10.17 LIVE-ABOARD PARKING**

1. Each Licensee with a live-aboard vessel moored at the Port shall provide to the Port vehicle information for any other vehicles owned by the Licensee that are stored or parked at the Port. This information will be shared with the Poulsbo Police Department for parking violation tracking purposes only.
2. Licensees with a live-aboard vessel moored at the Port are required to park in special "Live-aboard Only" designated stalls when parked in Port parking. There are six (6) "Live-aboard Only" stalls located at the Port's waterfront parking lots, and nineteen (19) at the Port's Jensen Way parking lot.
3. Special parking placards will be issued to each Licensee with a live-aboard vessel moored at the Port. This placard must be displayed on 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 Licensees with a live-aboard vessel moored at the Port receives a violation three (3) times within any three (3) month period, the Licensee's *Moorage License Agreement* is subject to termination.
5. If a Licensee with a live-aboard vessel moored at the Port receives three (3) parking tickets in any three (3) month period, or five (5) within any three hundred sixty-five (365\_ day period, for exceeding the parking limits in a City-owned parking lot, the Licensee's *Moorage License Agreement* is subject to termination.

## **SECTION 11 RESTROOM AND LAUNDRY BUILDING**



1. No pets or animals are allowed in the restroom or laundry building unless it is a service animal required because of a disability.
2. Restrooms accessed by keys or codes are to be used by Licensees/licensees guests or approved guests only.
3. Any Licensee, guest, or user who gives another person unauthorized access to the laundry room or restroom/shower area is subject to termination of their *Moorage License Agreement* and/or trespass and removal from Port property.

## **SECTION 12 DEFINITIONS**

1. **Best Management Practices:** A summary of the laws, regulations, and best practices for the marina industry, authored by the members of the Clean Marina Partnership, and set forth in the document entitled "Pollution Prevention for Washington State Marinas" including any updates thereto.
2. **Boathouse:** A structure designed and used to shelter a vessel while moored in the water.
3. **Commercial Vessel:** Vessels that, through their design, configuration, use and/or documentation, may produce revenue. Licensees are required to provide convincing proof of commercial activity, authorized commercial use, and an active business license.
4. **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.
5. **Guest:** A person using visiting, or entering the Port facilities without having permanent moorage with the Port. Guests include persons on vessels seeking refuge, day, or overnight use of a Port facility, individuals visiting the Port or a Licensee, and persons providing services.
6. **Length Overall (LOA):** The distance between the forward most permanently attached fixture to the aft most permanently attached fixture.
7. **Licensee:** Any person, firm, partnership, corporation, association, organization, or agent thereof, who contracts for use of any Port owned facility.
8. **Marina:** All water, land, buildings, and structures within the boundaries of the Poulsbo Marina used for moorage of vessels and aircraft and related uses or activities.

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 to Licensee:** When required by these Regulations, notice to Licensee shall be effective when a Licensee has actual knowledge of communicated information, or upon electronic or postal service mailing, or upon posting on Licensee's vessel, whichever occurs first.

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 ninety (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 Port of Poulsbo, which is Port District #12 of Kitsap County, WA.

17. **Poulsbo Marina:** The marina facility complex, located on the City of Poulsbo waterfront in Liberty Bay, owned and operated by the Port of Poulsbo.

18. **Poulsbo Marina Regulations or Regulations:** Refers to the regulations contained in this Handbook of Poulsbo Marina Regulations which have been adopted pursuant to RCW 53.08.320 and State law generally.

19. **Cost(s):** When these Regulations refer to “Cost(s)” to be charged to a Licensee or other user, the term includes all reasonable time, material, and overhead expense to accomplish reasonably necessary work. Any such Cost(s) charged under these Regulations shall be considered Port charges under RCW 53.08.320.

20. **Revocation:** The term revocation includes termination of any applicable moorage agreement and/or termination of any other privilege or authorization related to use of the Marina.

21. **Seaworthy:** “Seaworthy” shall mean that the vessel’s hull, keel, decking, cabin, mast, and drive train are functional, structurally sound, and watertight. In addition, the vessel must operate and be able to get underway on its own power. 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, a sixty (60) day T.O.W. (Temporary Operational Waiver) may be granted to repair the vessel. See the definition for “Operable”.

22. **Slip:** A designated area within the Port’s marina of certain width and length with docks provided for access to shore.

23. **Upland:** Dry land located at an elevation higher than ordinary high water.

24. **User:** means any person, including boat and vessel owners/operators, marina customers and Licensees, guests, visitors, and the public, entering the Poulsbo Marina.

25. **Vessel of Record:** The vessel which has been solely authorized by the Port to occupy a slip either permanently or temporarily.

26. **Vessel:** Means a floating structure that is designed primarily for navigation, is normally capable of self-propulsion and as a means of transportation.

27. **Waiting List:** A list, maintained by the Port, of individuals who are waiting for the assignment of moorage with the Port.

28. **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.

### **SECTION 13 SEVERABILITY OF REGULATIONS**

1. 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.

### **ADDENDUM 1. Bilge water ~ The Problem**

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

- Keep the 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 directions 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, operator, or passengers, all of whom 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 guest marina slip or Poulsbo Marina facilities from any cause whatsoever, including any latent defects existing on or about the guest marina slip or any part thereof or on or about Poulsbo Marina facilities 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, damage, or theft 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 thirty (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 fourteen (14) days stay in a three (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 fourteen (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 money paid are forfeited. Slips must remain occupied for the duration of stay.
10. All animals must be on a leash and under direct control when they are 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 in the Poulsbo Marina shall be for 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 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, and the Handbook of Poulsbo Marina Regulations, any 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.
19. No vessel anchorage is allowed within the marina or within two hundred fifty (250) feet outside the marina's breakwater area or the outside limits of D, E and F docks. No vessel may create a navigational hazard for the marina.
20. Fuel storage or fuel transfer is prohibited on marina floats, docks and/or piers.
21. Persons involved in any vessel incident or accident occurring in the Marina shall make a full report of the incident/accident to the Marina office and local law enforcement.
22. The Port of Poulsbo does not currently charge to tie up a tender, dinghy, or skiff that is fifteen (15) feet and under at the dinghy dock. For tenders, dinghies, or skiffs over fifteen (15) feet there will be a charge at the current rate during the peak or non-peak season. The dinghy dock is day use only – not for storage.