

# **PORT *OF* KINGSTON**

## **RULES AND REGULATIONS**



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**[www.PORTOFKINGSTON.org](http://www.PORTOFKINGSTON.org)**

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**A. GENERAL PROVISIONS**

**1. PURPOSE**

**The purpose of the Port regulations is to promote the safe and efficient operation of the Port and to provide fair and equitable service for all users of Port facilities.**

**2. STATEMENT OF POLICY**

The Port of Kingston provides marina services to the boating community, citizens of Kitsap County and the general public. Because many of these facilities and services are provided by public funds, all services and facilities are open to everyone and tenants and guests are expected to respect and protect the public's interest in these facilities. When there are limitations in the availability of public facilities and services, the Port will operate on a first come, first served basis. Also, the Port is expected to manage the facilities to provide the best service to the greatest number while respecting the rights of all patrons. All patrons are expected to respect the rights of others and be particularly vigilant concerning the control of pets, safety of children, and the prevention of vandalism and theft.

**3. NOTIFICATION OF REGULATIONS**

It is the Port's responsibility to formally adopt and publish the Rules and Regulations. It is the User's responsibility to maintain a copy of the Port Rules and Regulations issued by the Port. Copies are available in the Port Office and on the Port's website for all interested parties. A signed moorage agreement is evidence of the user's consent to these rules, and regulations and enforcement procedures. The Port reserves the right to change these regulations by formal amendment or resolution. Changes will be announced at scheduled Port meetings and available at the Port Office.

**4. SIGNATURE OF CONSENT**

Signatures are required by current and future tenants on the Port of Kingston's Moorage Agreement and shall constitute lessee's agreement to become familiar with these rules, regulations, and policies and to comply with same.

**5. ENFORCEMENT**

If tenant fails to perform any of the terms or conditions herein contained or made reference to, the Port may at its option declare the tenant's right to occupy ended. The Port is obligated to notify the tenant in writing describing the infraction. After seven (7) days from the date of the letter if there is not a satisfactory response, the Port may impose a daily monetary fee in accordance with the Ports current tariff. If the tenant fails to correct the infraction and/or fails to pay the imposed fee, the Port may proceed with termination of the berthage agreement.

**6. APPLICATION**

The regulations of the Port of Kingston apply to all users of Port facilities or equipment. Users shall comply with the regulations of the Port as well as all County, State and Federal regulations and laws. Generally accepted safety standards and requirements as promulgated by the United States Coast Guard or other appropriate agencies are also the safety standards of the Port and apply to the users of Port facilities. All boats or vehicles using facilities or space within the Port areas are subject to all of the charges and rules of the Port of Kingston. The Harbormaster or his designee may deny the use of any of the Port's facilities to anyone when such use would not be in the best interest of the Port.

## **7. NON-DISCRIMINATION**

The Port of Kingston will ensure that users of Port facilities are treated equally without regard to their race, color, religion, sex, or national origin.

## **8. ASSUMPTION OF RISK**

Anyone visiting the Port or its facilities does so at his/her own risk. The Port does not assume any responsibility for loss or damage to property or personal injury except as such liability may be proven to have resulted from negligence by the Port or its employees.

## **9. HOLD HARMLESS**

Each and every user of Port facilities agrees to hold the Port harmless, indemnify it and defend it against any claim brought as a result of the negligent or intentional act of the particular user of the Port facilities. Each moorage tenant agrees that the Port is not responsible in any manner for a vessel's safekeeping or the condition of its tackle, fixtures, equipment or furnishings.

## **10. SECURITY AND DEPARTMENT**

10.1 Only vessel owners, their guests, Port approved contractors and the Port staff is permitted through the security gates and onto the floats unless special arrangements are made with the Port office. Gate keys issued by the Port are intended for use by the tenant only.

10.2 Security cameras have been installed on Port property.

10.3 Access to the permanent moorage docks should only be by use of a gate key. No propping open doors or gates.

## **11. CHILDREN**

Children less than fourteen (14) years of age are not permitted on piers or floats unless accompanied by a parent or other responsible adult. Children under the age of five (5) shall wear life jackets on the piers.

## **12. BEHAVIOR**

12.1 Loud and boisterous conduct is not permitted on Port property. Behavior which disturbs others or creates a nuisance will lead to removal from the Port area of the persons creating such a nuisance. Repeated occurrences of such behavior by a marina tenant and/or guests will be subject to the revocation of their permanent or guest privileges and forfeiture of their slip assignment.

12.2 Consumption of alcoholic beverages is prohibited except while within licensed premises, the designated guest dock areas, or aboard a private vessel.

12.3 It is unlawful to smoke within 25' of all public buildings on Port premises.

12.4 All lessees' shall be held responsible for their guest including vendors and repairmen actions within the Port of Kingston.

- 12.5 No tenant or guest shall threaten or verbally abuse any employee of the Port. If the threat or verbal abuse is substantiated the tenant will be subject to the revocation of their permanent moorage or guest privileges and forfeiture of their slip assignment.
- 12.6 There is no solicitation allowed on the Port premises except on authorized posting boards and the area allocated in the Port Office.

**13. SWIMMING AND FISHING**

- 13.1 Swimming and water skiing in the marina are prohibited. Boat owners and contractors may enter the water for boat maintenance only after the Port Office has been notified. Students enrolled in the sailing program are allowed to enter the water as part of the formal instructions as approved by the Harbormaster or the Executive Director.
- 13.2 Fishing in the marina is allowed for children less than 14 years of age, and handicapped persons in designated areas only. Any debris left behind such as fishing line, bait, etc. could result in the revocation of his/her privileges.

**14. PETS**

Pets must be kept on a leash at all times and in the control of a responsible person. Pet owners are responsible for the cleanup and disposal of animal wastes including waste on the docks. Any unattended pets will be subject to removal to the animal shelter.

**15. FIREWORKS**

The use of fireworks on Port premises is prohibited. Such behavior will result in the revocation of their permanent or guest moorage privileges and forfeiture of their slip assignment.

**16. GARBAGE AND REFUSE**

- 16.1 All garbage and refuse shall be placed in the containers provided for that purpose. Depositing household refuse in Port containers is prohibited and violators will be reported to the Kitsap County enforcement agency.
- 16.2 No garbage, trash, oil, fuel, debris or other materials (liquid or solid) shall be deposited in the water, on the piers or on the land areas of the Port facilities.
- 16.3 The Port does not accept waste oil, bilge water, gasoline, paint thinners or solvent for disposal. It is the vessel owner's responsibility to dispose of these materials.
- 16.4 It is unlawful to leave hazardous materials and/or products on Port premises. Disposal facilities locations are available in Kitsap County.

**17. OVERBOARD DISCHARGE**

Discharge of sewage, oil, oily water, soap, fuel or other materials, now or hereafter prohibited by lawful public authority from being discharged into the waters of Puget Sound, is not allowed. Vessels that willfully discharge such contaminants will be subject to the revocation of their permanent or guest privileges and forfeiture of their slip assignment as well as charges for any cleanup costs associated with the incident.

**18. RESTROOM AND LAUNDRY COMPLEX**

- 18.1 No pets are allowed in the restroom or laundry complex unless specifically used to assist the handicapped.
- 18.2 Women and men shall use the separately designated facilities.
- 18.3 Restrooms accessed by keys or codes are to be used by tenants or approved guests only.

**19. CARTS**

All carts shall be returned to the ramps immediately after use and shall not be removed from Port property. The user is responsible for any damage caused to a cart. Please make sure that the cart is returned in clean condition for the next user.

**20. FIRE EQUIPMENT**

The fire protection equipment located throughout the Port area is to be used only for firefighting, unauthorized usage of fire protection equipment are subject to the revocation of their moorage. If fire protection equipment is discharged please notify the Port Office.

**21. NO SMOKING AREAS**

The fuel pier, public restrooms, laundry compound, the Port Office, the Port Shop or within 25' of any public building are Non- Smoking areas.

**22. BOAT LAUNCH**

- 22.1 Vessels unattended for more than 15 minutes will be subjected to a impound fee/and or tow.
- 22.2 No soap products or hull cleaning are allowed at the boat launch wash down area.

**23. INVALIDITY OF PARTICULAR**

If any term or provision of these regulations or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of these regulations or the application of such term or provision to persons or circumstances other than as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect.

**B. MOORAGE PROVISIONS**

**1. VESSEL OWNERSHIP**

New Applicants. To accept a slip each applicant is required to provide proof of ownership of the vessel that will occupy their assigned slip. Original documents, including but not limited to the following may be required to establish proof of ownership:

- (1) Current Certificate of Title showing the proper individual(s) as owner(s) of the vessel of record.
- (2) Current State registration certificate showing the proper individual(s) as owner(s).
- (3) Current U.S. Coast Guard documentation papers, showing the proper individual(s) as owner(s).
- (4) Financing papers showing the proper individual(s) as owner(s).
- (5) Executed Use Tax return.

- (6) Pre Authorization LOA inspection
- (7) Insurance Documentation

## **2. SEAWORTHINESS**

- 2.1 Vessels must be seaworthy and able to move under their own power at all times while moored in the Port.
- 2.2 Vessels which do not meet Coast Guard regulations, and Port Regulations or which could be hazardous to marina property or to other vessels may be denied permission to moor or to remain in the Port area.
- 2.3 At the Harbormaster's discretion an owner may be required to demonstrate that a vessel is operable. If the vessel is not operable, the Harbormaster will require the vessel owner to demonstrate operability within 90 days or risk forfeiture of moorage.

## **3. MOVING VESSELS**

The Port of Kingston reserves the right to move vessels at any time for the protection of life or property or to enhance the safe and efficient operation of the Port. If possible, reasonable attempts to contact the vessel owner or operator will first be made.

- 3.1 The Port reserves the right to use permanent moorage slips to serve visiting boaters when such slips are not in use or when necessary under emergency conditions.
- 3.2 The Port reserves the right to place endangered boats in vacant, permanent moorage slips when necessary under emergency conditions.

## **4. ENFORCEMENT**

- 4.1 The Harbormaster may require persons violating these regulations to leave the Port area. In the event any patron refuses to comply with the reasonable request of the Harbormaster or his designee, the Harbormaster is authorized by the Executive Director to consider that person a trespasser and to obtain the assistance of law enforcement officers to protect persons and property and also to preserve the peace.
- 4.2 If a boat or other property is abandoned or left unattended in the Port area for a period of time not authorized by these Rules and Regulations, it may be impounded by the Port or removed by a private contractor. The owner will be assessed the entirety of the charges incurred for such movement or impounding before the boat or property is released to the owner.

## **5. VESSEL IDENTIFICATION**

All vessels entering the boat haven shall have a valid and clearly visible identification permanently affixed to the hull. Either a valid state registration number or a current documented name of the vessel and her hailing port shall be displayed. A vessel not complying with these identification requirements may be refused moorage and/or be subjected to the revocation of their permanent moorage or guest privileges.



## **6. MANEUVERING**

- 6.1 Vessel operators will control their speed in the boat haven so as not to leave a wake and will be responsible for any wake damage. Four (4) miles per hour is the maximum permissible speed.
- 6.2 No boat shall be moored within the boat haven with bowsprits, anchors, or other tackle protruding over the walkway or into the vessel maneuvering basin unless approved by the Harbormaster.
- 6.3 Tenants shall report to Port management all incidents involving personal injury or property damage occurring on Port property.

## **7. LEASING A BOAT IN LIEU OF OWNERSHIP**

A moorage tenant may substitute a leased boat if he/she (slip lessee) provides the Port with sufficient proof the boat is properly leased.

## **8. SUBLEASING**

- 8.1 Tenants may not sublease their slips in the Port of Kingston marina.
- 8.2 Unauthorized subleasing may result in the immediate termination of moorage in the Port of Kingston marina.

## **9. TRANSFER OF OWNERHIP**

- 9.1 A tenant who executed a moorage agreement prior to 5/30/99 may transfer his slip to the new owner along with the vessel. Moorage agreements executed after 5/30/99 may not be transferred to the new owner.
- 9.2 The spouse of a deceased tenant will inherit transferability of a slip if the deceased was a tenant before 5/30/99. A beneficiary of the deceased other than the spouse can keep the slip but does not inherit transferability as long as the vessel is granted to that beneficiary in a will or other survivorship agreement.
- 9.3 Partnerships must always have the original tenant and partner(s) on both the title and the insurance policy in order to retain moorage.
- 9.4 If primary responsible party forfeits interest in partnership, the slip is not transferable to remaining partner or partners.

## **10. MOORAGE OF VESSELS**

All vessels, especially when unattended, shall be securely moored with adequate lines. No lines, hoses, electrical cords or other tripping hazards shall be led across walkways or finger piers. Tenants may be charged if the Port Staff or private contractor needs to clean or repair property due to the tenant's negligence.

## **11. RESPONSIBILITY**

- 11.1 The Port accepts no responsibility for the well-being and maintenance of boats or personal property moored or stored on Port properties. At the same time, if the Port staff becomes aware that a vessel is flooding, that it's mooring lines have parted, or that some other condition requires immediate attention, the Commissioners direct the Port staff to remedy such condition as promptly as is required and if time does not allow notice to the

owner, without such notice. The owner shall be billed, as part of the moorage charges incurred, for any time spent providing such service to the boat or property.

- 11.2 Maintenance of vessels includes zinc replacement.
- 11.3 All vessels will always meet U.S. Coast Guard safety requirements.

## **12. OVERSIZE AND UNDERSIZE VESSELS**

- 12.1 The LOA of all permanent moorage slips may not exceed the slip size by more than two (2) feet.
- 12.2 The primary vessel must fill two thirds (2/3) of the size of the slip, unless approved by the Harbormaster.

## **13. STORAGE ON PIERS**

- 13.1 No storage is permitted on piers or finger piers except in dock boxes or in other approved areas. Oily rags, paint cans, and other inflammable or explosive materials may not be stored in dock boxes.
- 13.2 All boat owners, operators, crew or guests using the Port area or its facilities for moorage or otherwise shall keep boats, dock boxes, finger piers and the vicinity of each boat in a neat, clean and orderly condition.
- 13.3 All dock boxes must be purchased through the Port office and maintained by the owner.

## **14. ACCESSORY EQUIPMENT**

- 14.1 Rafts, nets, reels, and other items of equipment may be stored only aboard a vessel or in areas designated by the Port staff.
- 14.2 Rowboats, skiffs, dinghies and other small watercraft may be stored in the water with the primary boat as long as such storage does not encroach upon space allocated to the adjacent tenant as approved by the Harbormaster. The Port accepts no responsibility for the safety or care of dinghies left in the water. Dinghies that are not being used need to 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.
- 14.3 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.
- 14.4 All portable heaters must be equipped with a tip-over switch and thermal cut-out. Portable heaters shall be operated at the lowest setting. Exposed heating elements and clip on lamps are not allowed within the marina. Electrical appliances should be properly secured to the vessel.
- 14.5 No cleats may be added to any dock within the marina without prior permission of the Harbormaster.

## **15. FENDERS**

Fixed or permanent fenders may not be installed on floats or vertical stantions without the prior permission of the Harbormaster. Fenders may be hung from cleats only. Additional fender material, dock wheels, or cleats may be used only after prior approval by the Harbormaster. The cost of installation and material will be paid by the lessee, but anything so installed shall become the property of the Port of Kingston.

## **16. HALYARDS & MASTS**

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

## **17. HOLDING TANKS**

Vessel Holding Tanks must be kept secured at ALL times with overboard sea-cocks and Y valves closed.

## **18. TARPS & COVERS**

Hardware-store type colored vinyl/plastic tarps if used, must be kept in good condition, well secured and kept clear of the water.

The Vessel’s canvas package must be fitted and properly secured to the vessel. It is imperative that tarps and boat canvases be kept clear of the marina waterways at all times.

## **19. LANDING STEPS**

Landing steps must be portable and shall not exceed one-half (1/2) the width of the finger pier. When not in use, they must be removed from the pier and stored aboard the vessel they are intended to serve. Upon approval from the Harbormaster, steps may be allowed for those tenants with physical limitations.

## **20. WORKING ON VESSELS**

- 20.1 Repairs may be performed on moored vessels if they will not cause debris to fall into the water. See the BMP’s in the back of this section for more details.
- 20.2 No work creating loud noise is allowed in the Port area between sunset and sunrise.
- 20.3 See Paragraph F, 1 regarding commercial activity for work performed by a contracting business at the Port.
- 20.4 Pressure washing, scraping or any other activities that could cause debris to run-off into the storm drains is strictly prohibited in the parking lot.
- 20.5 The vessel owner doing any maintenance work on their vessel shall follow 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. The must be not waste materials entering the waters of the State at any time per Washington Administrative Code (WAC) Chapter 473-226.

## **21. WAITING LIST POLICIES**

- 21.1 Moorage at the Port of Kingston is available on a first come, first served basis. As the demand for moorage is greater than the availability, it is normally necessary to go on a waiting list to receive a permanent mooring berth.
- 21.2 A secondary name may only be allowed if the second person is a spouse or domestic partner.
- 21.3 Each section of the waiting list shall be subdivided into 1) berth sizes and 2) covered or non-covered moorage.

- 21.4 Current mooring tenants who want to change slips must fill out a Waiting/Transfer Form. Their priority on the waiting list will be based on the date of the Waiting/Transfer Form. Current tenants are not subject to a fee to transfer within the marina.
- 21.5 The priority of all applicants on the waiting lists will be based solely on the date the Waiting/Transfer Form was received. The applicant will remain on all waiting lists (size of berths) until such time he/she is contacted by the Port office regarding the availability of a berth of each size requested.
- 21.6 Each waiting list applicant may turn down one slip assignment without losing their position on the waiting list. When a slip comes up the second time the applicant must accept the slip or be removed from that portion of the waiting list. If an applicant does not accept a slip or can not be contacted by telephone when a slip becomes available, the individual will be removed from that portion of the waiting list. Tenants will be given 48 hours to respond to the assignment once contacted by Port staff.
- 21.7 It is the responsibility of the applicants to keep the Port advised of current address, telephone numbers and emergency contacts.
- 21.8 The reassignment of slips on the same pier or the exchange of slips between different piers may be allowed if it would not impact the order of applicants on the waiting list or otherwise subvert the chronological moorage assignment process. This is only at the discretion of the Business Manager or the Harbormaster.
- 21.9 If a tenant who holds a position as a transfer on the waiting list gives up their current slip they must pay the waiting list fee before surrendering the slip to maintain position on the waiting list.
- 21.10 There will be an annual fee of \$10 to remain on the wait list for all tenants signing up after March 1, 2012.

## **22. PERMANENT MOORAGE ASSIGNMENT**

- 22.1 To accept a moorage assignment, an applicant shall complete a Port Moorage Agreement within one (1) week of notification of slip availability and shall pay the appropriate fees.

## **23. BERTHAGE CHARGES**

- A. Moorage rents are invoiced on a monthly basis. Moorage is due and payable by the 10<sup>th</sup> day of each month. If moorage is not paid by the 10<sup>th</sup> of the month, a late fee is charged in the amount of \$10.00 or 5% of the balance owing; whichever is greater. If moorage is not paid by the 1<sup>st</sup> of the following month, the vessel will be physically chained to the dock and your boat will be posted and a processing fee of \$50.00 (or \$100.00 for the second offense) will be charged to your account.
- B. Late Fees and processing fees are not removed under any circumstances.
- C. A charge will be imposed on each NSF check to cover the costs of handling the accounting. Any account paid with a NSF check will require all future payments to be made by cash, cashier check or money order, or by credit card. The NSF check/charges will be \$25.00 per occurrence.

## **24. TERMINATION**

- 24.1 Moorage may be terminated by the tenant or the Port upon thirty (30) days advanced written notice. Tenant is responsible for paying a prorated share of moorage for the month(s) during which termination occurs.
- 24.2 If a tenant does not pay the fees or other charges which have been incurred, the Port may, without notice, implement the provisions of RCW 53.08.320 (Intent to Obtain Custody).

## **25. LIVE-ABOARD TENANTS**

- 25.1 Liveaboard status is considered a privilege and is granted to Port of Kingston moorage customers as a revocable license.
- 25.2 The Port defines a "liveaboard" to be any person who uses their vessel as a primary full-time residence moored at the marina. Full-time residence is defined as an individual residing on the vessel for more than three nights out of seven consecutive nights. If the Port suspects a person may be an unregistered and unauthorized liveaboard individual, proof of residency may be requested and the Licensee's moorage agreement and/or their Liveaboard License may be terminated.
- 25.3 All Liveaboards must register with the Office Manager and execute a Liveaboard Agreement form, which then must be approved by the Port. Liveaboard licensees will pay all permeant moorage charges and other tariffs; including a liveaboard/parking fee as established by the Board of Commissioners for the Port of Kingston.
- 25.4 The number of liveaboard licensees at the Port of Kingston is limited to five percent (5%) of the Port's moorage slips in the marina. The Harbormaster may modify the 5% occupancy requirements to accommodate extraordinary circumstances.
- 25.5 Liveaboards are limited to a maximum of two individuals per vessel.
- 25.6 Liveaboard applicants may be subject to credit and/or criminal background checks at their expense. Existing licensees may be subject to annual credit/criminal background checks at

the Port's discretion if deemed by the Harbormaster to be necessary. Any individual residing on the vessel is also subject to a criminal background check prior to approval of their liveaboard status.

- 25.7 All liveaboard applicants must pay a \$50 non-refundable administrative fee.
- 25.8 Liveaboard applicants must provide valid, government issued photo identification for all adults intending to live aboard. Photos of children and pets intending to liveaboard must also be provided.
- 25.9 Failure to file a liveaboard application or providing false information will result in immediate termination of the liveaboard privileges and Moorage Agreement.
- 25.10 The Port reserves the right to amend the liveaboard rules and regulations at any time. Current liveaboard licensees will not be "grandfathered" in to previous liveaboard rules and regulations. All current liveaboard licensees will be required to comply with the updated liveaboard rules and regulations within 30 days' time. Updated 11/28/18.
- 25.11 The Liveaboard Agreement contains additional liveaboard policy and procedures.

## **26. REMOVAL AND IMPOUNDMENT OF VESSELS (RCW 53.08.320)**

- 26.1 Any vessel that must be moved by the Port or chained to the dock must pay the related moorage charges, late fees, and impoundment fee of \$100 in advance in order to obtain release of the vessel or restoration to her original moorage slip. The Port is not responsible for any damage that may occur due to chaining or moving the vessel.
- 26.2 In the event the Port of Kingston removes a vessel from permanent moorage due to the delinquency in paying the monthly rental charges, late fees, and impound fee, the tenant may lose the permanent moorage assignment.
- 26.3 If a vessel, the owner of which has been notified to remove the vessel from the marina, is not removed immediately, it may be impounded and removed from the mooring. Any charges for removal will be assessed against the vessel and its owner.
- 26.4 The Harbormaster or their designees are authorized to move vessels ashore for storage within the Port area or for storage with private persons if the vessel is, in the opinion of Port personnel, a nuisance, in danger of sinking or creating other damage, or owes Port charges. Costs of any such procedure shall be paid by the vessel owner.
- 26.5 If a tenant's account balance is delinquent sixty (60) days and NO vessel is in the slip, the moorage will be terminated without notice.
- 26.6 If the tenant's account balance is delinquent sixty (60) days and a vessel is occupying the slip, the vessel will be impounded and incur impound fees. When the account reaches ninety (90) days past due, moorage will be terminated immediately per RCW 53.08.320 and the process to obtain custody will begin. Moorage fees will continue to accrue throughout the process.
- 26.7 After three impoundments of your vessel your moorage will be terminated and not reinstated.
- 26.8 The Harbormaster or his subordinates are authorized to take reasonable measures, including the use of chains, ropes and locks, or removal from the water, to secure vessels within the moorage facility so that the vessels are in the possession and control of the Port and cannot be removed from the moorage facility. These procedures may be used if an owner mooring or storing a vessel at the Port fails to make payment after being

notified that charges are owed. Notification shall be by certified mail at the owner's last known address. In the case of a guest vessel or where no address was furnished by the owner, the Port need not give such notice prior to securing the vessel and an authorized Port employee shall attach to the vessel a visible notice. The notice shall contain the following information:

- a. The date and time the notice was attached;
- b. A statement that if the account is not paid within ninety (90) days from the date the notice is attached, the vessel may be sold at a public auction to satisfy the Port charges; and
- c. The address and telephone number where additional information may be obtained concerning the release of the vessel.

26.9 If a vessel has been secured or moved ashore, the owner who is obligated to the Port for Port charges may regain possession of the vessel by:

- a. Making payment to the Port for all Port charges; or
- b. By posting with the Port a sufficient cash bond or other acceptable security, to be held in trust by the Port pending written agreement of the parties with respect to payment by the vessel's owner of the amount owing; or pending resolution of the matter of the charges in a civil action in a court of competent jurisdiction. After entry of judgment, including any appeals, in a court of competent jurisdiction or after the parties reach agreement with respect to a payment, the trust shall terminate and the Port shall receive so much of the bond or other security as is agreed, or as is necessary to satisfy any judgment, costs and interest as may be awarded to the Port. The balance shall be refunded immediately to the owner at his or her last known address.

## **27. ABANDONED VESSELS**

If a vessel has been secured by the Port and is not reclaimed by the owner within ninety (90) days after notification, or attempted notification of the owner, the vessel shall be conclusively presumed to have been abandoned by the owner.

## **28. SALE OF SEIZED, ABANDONED, OR DERELICT VESSELS (RCW 79.100)**

28.1 If a vessel moored or stored at the Port is abandoned, derelict, or seized, the Port's Harbormaster and his assigned subordinates may, by resolution of its authority, authorize the public sale of the vessel by authorized personnel to the highest and best bidder for cash as follows:

- a. Before the vessel is sold, the vessel owner, if known and able to be located, shall be given at least twenty (20) days notice of the date and time of the sale. The notice shall contain the time and the place of the sale, a reasonable description of the vessel to be sold, and the amount of Port charges owed with respect to the vessel. The notice of the sale shall be published at least once. Publication shall be made not less than ten (10) but not more than twenty (20) days before the sale in a newspaper of general circulation in the county in which the moorage facility is located. Such notice shall include the name of the vessel, if any, the last known owner and address, and a reasonable description of the vessel to be sold. The Port may bid all or part of its Port charges at the sale and may become a purchaser at the sale.
- b. Before the vessel is sold, any person seeking to redeem impounded vessel under this section may commence a lawsuit in the Superior Court for the county in which

the vessel was impounded to contest the validity of the impoundment or of the amount of Port charges owing. Such lawsuit must be commenced with ten (10) days of the date the notification was provided, or the right to a hearing shall be deemed waived and the owner shall be liable for any Port charges owing the Port. In the event of litigation, the prevailing party shall be entitled to reasonable attorney's fees and costs.

- c. The proceeds for a sale shall first be applied to the payment of Port charges. The balance, if any, shall be paid to the owner. If the owner cannot, in the exercise of due diligence, be located by the Port within one (1) year of the date of sale, the excess funds from the sale shall revert to the Department of Revenue pursuant to Chapter 63.29 RCW. If the sale is for a sum less than the applicable Port charges, the Port is entitled to assert a claim for a deficiency.

## **29. INSURANCE**

### **A. Proof of Insurance.**

All tenants shall provide proof of vessel insurance in accordance with the following:

- (1) Comprehensive liability insurance of not less than \$300,000 combined single limit for property damage, bodily injury or death.
- (2) The Port shall be named as an Additional Named Insured and shall receive a Certificate of Insurance regarding such policy or policies of insurance before a tenant places a boat in the slip. The Port will allow 60 days for new tenants who have purchased a boat that came with moorage here at Kingston to transfer ownership and obtain the necessary insurance requirements. The address used for the proof of insurance will be PO Box 559 Kingston, WA 98346.
- (3) Failure to maintain continuous coverage and proof of insurance is a default under the Moorage Agreement and shall cause termination of tenant's moorage.
- (4) Tenants are required to submit annual insurance certificates to the office.

### **B. Sub-Tenants.**

Sub lessees must provide proof of vessel liability insurance to the Port regardless of lease duration.

## **C. GUEST MOORAGE AND FUEL DOCK**

### **1. GUEST MOORAGE**

- 1.1 Reservations are available for designated slips on the guest dock. Reservations must be made at least 3 days in advance and secured with the payment of the first night's moorage. Cancellations must be made at least 24 hours in advance to receive a voucher for a future night's stay. Reserved slips will be marked with a flag at the end of the finger pier.
- 1.2 The maximum consecutive stay on the guest dock is 14 days.
- 1.3 All vessel owners are required to register with the Port Office and pay the appropriate fees. The Port allows up to 2 hours free time on the guest dock. All dinghies staying on the guest dock are required to pay for moorage unless they belong to a boat that has already paid moorage.
- 1.4 Vessel owners who pay for transient moorage on the transient moorage dock and leave the slip will not be guaranteed their slip upon their return unless they made a reservation 3 days in advance and are registered in a reservable slip. However, vessel owners who



plan to leave their slip and return to it should contact Port personnel prior to leaving for other possible arrangements if available.

- 1.5 Vessel that do not register a vessel within 24 hours of arrival, and the Port Office needs to call the owner to collect payment, will be charged and additional \$20.00 administration fee on top of the current moorage fees. If the owner does not check in with the Port Office upon arrival and the Port is required to tow the vessel due to other customers arriving for reservations, the owner will be responsible for towing fees of \$50.00 per occurrence and an impound fee of \$100.00.
- 1.6 The Port will impound any vessels left on the fuel dock, left in an inappropriate sized slip, in a reserved slip, or vessels left in any way the staff finds to be unsafe, obstructive, or in violation of Port rules. All fees must be paid in full prior to releasing the vessel.
- 1.7 Reservations are not transferable to another vessel unless it has been previously approved by the Port Office.
- 1.8 If you choose to go into the reciprocal slip instead of the slip that you had reserved, you are not eligible for a credit voucher and you are forfeiting an money paid to the Port of Kingston that was used to secure said reservation.

## **2. CHECK-OUT TIME**

Check-out time is twelve (12) noon.

Check-in time is one (1) pm.

## **3. RAFTING**

All guest dock users are required to pay the appropriate fees whether they are in a slip, tied alongside a dock, or in a rafted position. Rafting is not permitted unless approved in advance by the Harbormaster or his designee.

## **4. BARBECUES**

No open flames or barbecues are allowed on the docks. Barbecue stands are available for public use in the marina park. Open flames are allowed on the vessel only.

## **5. PRIORITY OF MOORAGE**

If any dispute arises over entitlement to guest moorage at the Port of Kingston, a Marina Attendant shall make the determination of priority. If either party is not satisfied with that determination, an appeal may be made to the Harbormaster or his on-site designee, whose decision shall be final.

## **6. NON-REFUNDABLE FEES**

All transient moorage fees are non-refundable however this is under the Harbormaster or Business Manager's discretion.

## **7. FUELING**

- 7.1 The fuel pier will be used only to fuel, take on water, or to use the pump-out station.
- 7.2 No smoking is allowed on the fuel pier. All engines will be turned off before fueling vessels.
- 7.3 No barbecues or open flames are allowed at the fuel pier.

- 7.4 No unattended vessels may remain moored to the fuel pier. Unattended vessels may be moved by the Port staff and impounded and/or be fined.
- 7.6 Customers shall pump their own fuel and follow all safety measures directed by the Port staff.

**D. VESSELS ANCHORED IN THE COVE**

**1. USE OF MARINA FACILITIES**

- 1.1 Tenders, dinghies and or skiffs will moor in the designated areas on the guest dock at their own risk.
- 1.2 The Port of Kingston will charge \$2.00 per day for use of the guest dock to tie up a tender, dinghy, or skiff 12' and under to allow access to the restrooms, refuse and laundry facilities after the two (2) hour free period has been exhausted. For tenders, dinghies, or skiffs over 12' there will be a charge of \$1.00 per foot per day for access to the guest dock and above facilities. All guest dock tenants are required to register with the Port Office upon arrival.

**E. UTILITIES**

**1. ELECTRICITY**

- 1.1 The Port will determine the charge rate for electricity which will be the same for all land and water tenants.
- 1.2 The Port Commission shall review the amount charged for power and may increase or decrease the charge under the following provisions.
  - a. In the event Puget Power increases or decreases the wholesale cost of power, the Commission shall, at the effective date of such change, review and adjust the charge it makes to the tenants.
  - b. Failure of any tenant to pay to the Port any charge for power shall be deemed a default in the lease held by the tenant. The Port will take any lawful action it deems necessary as a result of the failure to pay.
- 1.3 Tenants shall pay for electrical service and other utilities or services at the rate established in the Commissioner's fee schedule.
- 1.4 Any damage caused to the Port's electrical distribution system by a user's misuse or negligence will be repaired by the Port with such repair costs charged to the user.
- 1.5 The electrical service cord to each vessel must comply with Port rules. Failure to comply with the requirements of this section may result in the immediate termination of power service.
  - a. All electrical cords must be professionally manufactured and specified for marine use.
  - b. Electrical cords must be a minimum of ten gauge wire and SJ or SO rated insulation. 30 amp 125 volt cords are required.
  - c. 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.
- 1.6 Coiled cords on the docks or around the power pedestals are prohibited.

2. Lock rings are required to prevent cords from falling in the water or becoming a tripping hazard.

### 3. WATER SERVICE

3.1 Water service is provided at several locations on each float.

3.2 Water service may be turned off and drained in order to service the system or to protect the water lines from freezing in the winter. The Port does not guaranty uninterrupted water service.

3.3 When using water on the floats, the tenants are required to disconnect and remove their hoses from the floats and outlets when finished with them.

## F. PARKING AND VEHICLE TRAFFIC

### 1. PARKING

1.1 The Port of Kingston provides tenant parking on a first come first serve basis.

a. The Office Manager shall issue one parking placard to each marina tenant. The Office Manager shall maintain a file referencing the name of the tenant, the moorage space, and the placard number for each placard issued. Each placard is to be displayed on the rear view mirror of the vehicle.

b. Marina guests need to obtain from the Port office and display in their vehicle a temporary parking permit at all times.

c. The placard is designed to fit behind your rear view mirror, and is easily transferred between vehicles.

1.2 Any vehicle or tenant parking without a permit or in violation of signs or published Port Regulations will be ticketed, and may be towed away and impounded. The numbered monthly parking stalls are assigned to commuters and not marina tenants.

1.3 Overnight camping in vehicles, tents, restrooms, compounds, recreational vehicles and campers is not permitted absent advance written authorization by the Harbormaster. The storage of recreational vehicles, trailers and campers on Port land for long term parking is not permitted. The Harbormaster will have the authority to allow temporary parking or short term parking if under extraordinary circumstances.

1.4 All vehicles parking in the Port area must be in operating condition. Disabled vehicles left in the Port area without notice to the Port office will be towed or impounded.

1.5 Boat trailers must be parked in the designated boat trailer parking area.

1.6 Parking in the Port area is intended for use while moorage tenants are using Port facilities. A moorage tenant may, however, contract for the right to park within designated spaces during times unrelated to the use of Port facilities. Such parking will be in accordance with the terms and conditions of a month-to-month rental agreement with the Port and subject to a charge to be established and amended from time-to-time by the Port Commission.

1.7 Live-Aboard moorage tenants are authorized to park in the Port parking lot without regard to limitations on the hours of parking.

1.8 All vehicles parked in permit spaces without a permit visible, or parked in paid spaces without paying the proper fees will be ticketed.

- 1.9 All placards shall be returned to the Port of Kingston upon termination of the lease agreement within seven (7) days to avoid being charged.

## **2. PARKING AND VEHICLE STORAGE**

- 2.1 Storage of bicycles, motorcycles, mopeds or similar vehicles is prohibited in the Port area except aboard the owner's vessel or in designated storage areas.
- 2.2 Bicycles, mopeds, and similar vehicles shall not be ridden in the Port area except upon streets or within the parking lots.
- 2.3 The use of skateboards or in-line skates (roller blades) is prohibited in the Port area.

## **G. COMMERCIAL ACTIVITY ON PORT PROPERTY**

- 1.1 No commercial activity will be allowed on Port property unless a lease has been executed or permission for the activity has been granted by the Harbormaster or the Executive Director
- 1.2 Due to concerns regarding security, liability and environmental pollution, commercial activity of all types, but specifically including boat and engine repair, is prohibited in the Port area except by pre-qualified contractors.
- 1.3 In order to qualify for access to the Port area, a commercial user must:
  - a. Sign a hold-harmless agreement with the Port of Kingston in such form as is from time to time approved by the Executive Director;
  - b. Provide proof of liability insurance with the Port of Kingston listed as an additional named insured in the amount of not less than \$1 million;
  - c. Provide proof of compliance with applicable business regulations and laws, including, but not being limited to, providing a copy of Federal employer tax identification number, Labor and Industries registration, applicable business licenses and any specialty licenses required by law.
  - d. Vendors who continuously conduct business at the Port of Kingston will be issued an access card. These vendors must meet the above requirements and demonstrate the need for access.
  - e. Vendors who occasionally conduct business at the Port of Kingston will be issued a daily access card. The issuance of daily access cards will be on a case by case basis and at the sole discretion of the Harbormaster or Business Manager.

## **H. DEFINITIONS**

**Boat Haven:** An area protected from high winds and high seas providing safe moorage for waterborne vessels and also facilitating upland facilities for repair, provisions and accommodations.

**Commercial Business:** A business which provides a service or markets a product to the general public.

**Executive Director:** The individual assigned by the Port Commission to oversee all facets of Port operations.

**Guest:** A person using the Port facility without having a permanent lease with the

Port. Guests include but are not limited to vessels seeking refuge, day or overnight use of a Port facility, individuals using the park or patronizing a tenant's business premises.

**Harbormaster:**

The individual assigned by the Executive Director to oversee the marina operations of the Port.

**Hull Length:**

The length from the bow to the stern, not including any attachments such as swim platforms, bowsprits or other accoutrements.

**Linear Areas:**

Any side-tie area along a dock that is not a slip.

**Live-Aboard:**

A vessel used regularly as a residence.

**LOA:**

The length of a vessel from the farthest tip of any attachments on the bow through any overhangs from the stern of the vessel.

**Marine Business:**

Any person or company with a current business license involved in marine-related fields who is either working on Port property or advertising or soliciting for customers on Port property.

**Moorage:**

A designated area within a protected area to moor vessels with easy access to and from shore.

**Permanent Moorage:**

Moorage secured by a written contract for a specific slip in the marina.

**Port:**

The Port of Kingston, which is a Port District directed by its elected Port Commission.

**Port Area:**

Areas within the marina and other Port properties, including water, land, airspace above, and all buildings and facilities in or on Port properties.

**Port Commission:**

The three elected officials who make policy and oversee Port operations.

**Sublessee:**

A tenant under a sublease.

**Slip:**

A designated area of certain width and length with docks provided for easy access to shore, intended to meet the requirements of a vessel within a protected area, for its safekeeping.

**Summer/Winter Months**

"Summer Months" are Memorial Day through Labor Day. "Winter Months" are from Labor Day until Memorial Day.

- Tenant:** Any person, firm, partnership, corporation, association, organization or agent thereof, who contracts for use of Port facilities.
- User:** Any person entering the Port area.
- Waiting List:** That list of individuals maintained by the Port who are waiting for the assignment of permanent moorage within the Port of Kingston.

## NOTES:

### **I. Best Management Practices**

- The Port of Kingston is committed to preserving the surrounding environment by implementing Best Management Practices (BMP's) in accordance with the guidelines issued by the Washington State Department of Ecology and the requirements of the Federal Clean Water Act.
- Marina management encourages all vessel owners to adhere to the following Best Management Practices:

#### **COMMERCIAL ACTIVITY**

- A. All contractors and divers must have Port approved insurance and a copy of the Port's BMP's before performing any work on Port property. Copies of the BMPs are available at the Port office.
- B. Boat hulls with soft toxic anti-fouling paint (ablative and sloughing) may not be scrubbed or cleaned in the Marina by divers or scrub brushes. Approved haul-out facilities must be used. This applies to tenants as well.
- C. Divers are not allowed to leave any sort of material in the water including film, debris or zinc. All divers must sign-in at the Port office before performing any work. Contractors must dispose of their own waste off-site. The Port is not permitted to handle hazardous waste generated by commercial operators or maintenance contractors.

#### **ENGINES AND BILGES**

\* See attached section on recycling locations and collection for waste \*

- A. Use absorbent bilge pads to soak up oil and fuel.
- B. Recycle uncontaminated oil and diesel properly.
- C. Dispose of used oil filter properly.
- D. **DO NOT** discharge bilge water if there is a sheen to it.
- E. **DO NOT** dispose of any fuel or used oil in the Port dumpster.
- F. **DO NOT** dispose of batteries in or around the Port dumpster.

#### **SURFACE PREPARATION**

- A. Use biodegradable, phosphate free cleansers and teak cleaners.

- B. Use a tarp to capture all scrapings, debris and drips.
- C. Stretch tarp between side of boat and dock when working over water.
- D. Vacuum dust and debris every time you move the tarp or every hour.
- E. Reverse the boat in the slip to work on the far side.

F. When sanding outside surfaces use vacuum sanders.

#### **PAINTING AND VARNISHING**

- A. Mix paints and epoxy in such a manner that it cannot enter the water if spilled.
- B. Always use a drip pan (secondary containment) and drop cloth.
- C. Spray painting is not allowed within the Marina.
- D. When working over the water, use tape and visquine or a tarp to cover the gap between the boat and dock.
- E. Keep absorbent pads and thinner on hand in case of an emergency.
- F. Use up remaining small amounts of paint by spreading on an old board.
- G. No cans of paints or solvents are allowed to be stored on board boats, in boathouses or dock boxes. Remove all such items from the Port after each use.
- H. Paint and solvents shall not be left unattended on the docks at any time.
- I. **DO NOT** dispose of paint or solvent containers in the Port dumpster when any hazardous product is present. Containers must be completely clean and dry.

#### **BOAT FUELING**

- A. Report both oil and fuel spills immediately to the Port office, Washington State's hotline at 1(800) OILS-911 and the National Response Center 1-800-424-8802. If you cause a spill, stop it at the source and start to clean it up immediately. Do not pour liquid detergent onto the spill; this is illegal, makes recovery impossible and makes the spill worse under the surface.
- B. **Do not "top-off" or overfill tanks.** Know your fuel tank capacity and don't wait for fuel to spill out of the overflow vent to indicate full. Remember warm weather and direct sunlight can cause expansion and a fuel vent spill. In-line fuel/air separators and indicator whistles can be installed to reduce fuel vent spills. Place a no-spill container or an absorbent pad at the fuel vent in case of accidental overflow.

• **Do not hose down accidental fuel spills.** Use absorbent pads when feasible.

\*Absorbent pads are available on the fuel dock during working hours\*

#### **SEWAGE**

- A. **DO NOT** discharge any sewage into the marina. Discharge within three (3) miles of the coast (or anywhere in the Puget Sound) is illegal and subject to fines up to \$2,000.
- B. Use the permanent pump out station or the porta-dump station under the office stairs.
- C. Use shore side restroom facilities whenever possible.
- D. Y-valves must be safety wired to ensure sewage flows into holding tank only.

- E. Live aboard tenants should log each sewage dump at the fuel dock.

### **SOLID WASTE DISPOSAL**

- A. Dispose of all non-contaminated garbage in the Port dumpster.
- B. Mixed papers, aluminum cans, cardboard, glass and plastic may be disposed of in the appropriate recycling containers under the Port office/storage building or at local recycling centers.
- C. Can be disposed of in the Port dumpster or taken to a recycling center.

### **CHEMICAL STORAGE**

- A. Purchase only the amount of chemicals / paints needed for the project.
- B. Store chemicals / paints at home. **DO NOT** store chemicals or any hazardous substance on the boat, in a boathouse or in dock boxes. Spare fuel may be stored in approved containers on boats only.

### **RECYCLING**

Now that you've cleaned, repaired and serviced your boat, where do you dispose of the leftover contaminants? **DO NOT** dispose of them in the port dumpster. Some disposal facilities are equipped to handle some of these potentially dangerous products. Below is a list of local facilities that may take your products depending on flammability, Corrosivity, reactivity, or toxicity. Please call these facilities in advance to ensure that collection of hazardous materials can be achieved.

**Moderate Risk Waste Collection Facility.** 5551 SW Imperial Way, Port Orchard, WA (Bremerton Airport Industrial Complex) (360) 895-5777 or (800) 825-4940. All Kitsap County residents, whether you live in a city or in the unincorporated areas of the county, may use this facility to put waste in its proper place.

#### Hansville Drop – Drop Box

Located off Hansville Road. Hours 8am – 3:30pm everyday. Phone (360) 638-2710

Accept: Motor oil, oil filters, batteries, tires, antifreeze, glass, aluminum, tin cans, plastic bottles (soda and milk), newspaper, subscription magazines, corrugated cardboard, scrap metal, appliances.

#### Poulsbo Drop-Box

Hours 8am – 2pm Tue – Fri, 9am – 4pm Sat. Phone (360) 779-1040

Accept: Motor oil, oil filters, batteries, glass, aluminum, tin cans, plastic bottles (soda and milk), newspaper, subscription magazines, corrugated cardboard, mixed paper, office paper, scrap metal.

\*Additional facilities are available. Please inquire at the Port office. Thank You!