



PORT OF KINGSTON

RULES AND REGULATIONS

"Serving what matters today, with a view for tomorrow."

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1. GENERAL PROVISIONS

1.1. PURPOSE:

To establish, implement, and maintain policies, rules, and regulations for the safe, secure, and efficient operation of the Port of Kingston and to provide fair and equitable service for all users of Port facilities.

1.2. SCOPE:

The policies, rules, and regulations contained herein apply to all persons, vehicles, vessels, tenants, and licensees operating within or at the Port of Kingston and shall supersede all previous Rules and Regulations at the Marina.

1.3. 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.

1.4. 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.

1.5. AUTHORIZATION TO ADMINISTER RULES AND REGULATIONS

- A.** The Port Commission authorizes the Executive Director to administer these rules and regulations by written or verbal instruction.
- B.** The Executive Director may require persons who violate these regulations to leave the marina and/or obtain the assistance of law enforcement officers to protect property, lives, or preserve the peace. B. Differences of opinion regarding the interpretation of these rules and regulations, or their application, should be brought directly to the attention of the Harbormaster. If the matter cannot be satisfactorily resolved, then it should be submitted in writing to the Executive Director. If the Executive Director cannot resolve the matter, or if the proposed solution is not acceptable to the complainant, then the matter shall be referred to the Port Commission. In all cases, the decision of the Port Commission is final.

1.6. SIGNATURE OF CONSENT

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

1.7. CHANGES TO RULES AND REGULATIONS The Port Commission and Executive Director reserve the right to modify, amend, or add rules or regulations to meet special or unusual conditions as they occur and maintain current and relevant controls.

1.8. ENFORCEMENT

If tenant fails to perform any of the terms or conditions herein contained or referenced 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.

1.9. 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.

1.10. NON-DISCRIMINATION

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

1.11. 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.

1.12. 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.

1.13. SIGNS ON PORT PROPERTY AND PUBLIC RIGHT-OF-WAYS

A. Intent and Purpose. The purpose and intent of this Regulation is to:

- i. Promote the public health, safety, and welfare through a system of reasonable, effective, consistent, content-neutral, and nondiscriminatory temporary sign standards and requirements; and
- ii. Accommodate the need for orderly expression in traditional public forum areas, such as streets, parks, and sidewalks by allowing temporary signs to be displayed.

B. Applicability and Interpretations:

- i. This Chapter states the intent, rules, regulations, and procedures regarding display and placement of temporary signs on Port property.
- ii. This Chapter is not intended to, and shall not be interpreted to, restrict, or regulate speech on the basis of content, viewpoint, or message.

C. Exemptions. The following signs are exempt from this Regulation:

- i. Safety signs. Signs installed by the Port, City, County, or a federal or State government agency for the protection of the public health, safety, and general welfare, including but not limited to, the following:
 - a. Emergency and warning signs necessary for public safety.
 - b. Traffic and/or wayfinding signs erected and maintained by an authorized public agency.
 - c. Signs required to be displayed by law.
 - d. Signs showing the location of public facilities including emergency medical services; and
 - e. Any sign, posting, notice, or similar sign placed by or required by a governmental agency in fulfilling its responsibility to protect the public health, safety, and general welfare.
 - f. Event sponsor signs which are displayed seasonally per a license agreement with the Port.

D. Traditional Public Forum Areas.

- i. Applicability. This section applies only in traditional public forum areas as defined by this Regulation.
- ii. Display Right. Temporary signs expressing messages that are within the protection of the First Amendment may be displayed so long as the following is complied with:
 - a. Temporary signs must be personally held by a person, or personally attended by one or more persons.
 - b. Temporary signs must not be left unattended.
 - c. The maximum aggregate area of any temporary sign shall be 32 square feet.

- d. The temporary sign must not be inflatable or air-activated, and may not be a sign prohibited under Subsection E.
- e. In order to serve the Port's interests in traffic and pedestrian flow and safety, persons displaying temporary signs pursuant to this section on public sidewalks must give at least five feet width clearance for pedestrians to pass by. Signs and persons holding temporary signs may not block the free and clear vision and travel of drivers, bicyclists, and pedestrians.
- f. Temporary signs shall not be affixed in any manner that causes damage to Port property.
- g. During stage events at Mike Wallace Park, temporary signs shall not be displayed within a 25-foot area immediately in front of the stage. This restriction shall be in place commencing one hour before the start of the event until one hour following conclusion of the event.

E. Prohibited Signs. The following signs may not be mounted, erected, maintained, or displayed on Port property:

- i. Abandoned signs and abandoned sign structures. Any sign and/or sign structure that is left unattended by its owner.
- ii. Hazardous signs. Any sign that is dangerous or confusing to motorists or pedestrians, including any sign which by its color, wording, design, location, or illumination impedes the safe and efficient flow of traffic or pedestrian use of sidewalks or walkways.
- iii. Signs which impede free ingress and egress from any door, window or exit way required by building and/or fire code regulations.
- iv. electronic, animated, flashing, or illuminated signs.

F. Enforcement

- i. Any sign on Port property not meeting the requirements of this Regulation shall be deemed a violation.
- ii. The Port shall attempt to notify the owner of any sign in violation of this Regulation and request the owner to remove such sign within a reasonable amount of time. If the owner of the sign refuses to comply, the Port may take reasonable steps to remove the sign.
- iii. Any sign which is abandoned or not attended to by its owner is subject to immediate removal without notice.
- iv. Removed signs will be held by the Port for thirty (30) days. The Port will make reasonable attempts to contact the sign owner and provide the owner with ten days' notice to reclaim the sign upon recovery of Port's costs, if any. Removed signs, which remain unclaimed for thirty days, may be disposed of in any manner at the discretion of the Port.

G. Definitions.

- i. **"Sign"** means: Any visual communication device, structure, or fixture which is visible from any public place, which incorporates writing, graphics and/or symbols for the purposes of conveying a particular message or image to inform or attract the attention of the public.
- ii. **"Port property"** means those portions of real property owned by the Port including but not

limited to water, land, airspace above, and all buildings and facilities in or on Port-owned properties.

- iii. **“Traditional public forum areas”** means surfaces of Port-owned streets, Port-owned parks during hours that they are normally open to the public, and Port-owned sidewalks. In consultation with legal counsel for the Port, the Port shall interpret this phrase for compliance with the applicable jurisdiction’s court decisions. A map generally showing the Traditional Public Forum Areas is attached as Attachment A.
- iv. **“Temporary sign”** is a sign intended for short term display, not to exceed 24 hours.

1.14. SECURITY AND DEPARTMENT

- A.** 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 tenants.
- B.** Security cameras have been installed on Port property.
- C.** Access to the permanent moorage docks should only be by use of a gate key. No propping open doors or gates.
- D.** Going over or around gates & structures is not allowed.

1.15. 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.

1.16. CODE OF CONDUCT

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A. RESPECT FOR OTHERS

All customers, tenants, licensees, guests, and visitors are expected to conduct themselves as courteous neighbors while on Port of Kingston property. Individuals have the right to access their vessels and enjoy Port facilities without interference, hostility, or intimidation. Aggressive behavior, harassment, excessive noise, obstruction of access, or failure to control pets in a manner that compromises the safety or comfort of others is strictly prohibited.

Violations of this policy will be documented in the responsible party’s account and may result in warnings, suspension, or termination of services or moorage agreements, removal from Port premises, or legal action as appropriate. The Port is committed to ensuring a safe, respectful, and enjoyable environment for all users.

B. NUISANCE CONDUCT

Any conduct that creates a nuisance or unreasonably disturbs the peace and enjoyment of others may result in the immediate removal of the individual(s) responsible. Violations by a

marina tenant or their guests may lead to the revocation of permanent or guest privileges and forfeiture of slip assignment.

C. ALCOHOL & CANNABIS

The consumption of alcoholic beverages and the use of cannabis are prohibited on Port of Kingston property, except within licensed premises, designated guest dock areas, or aboard private vessels in accordance with applicable laws. All individuals are expected to exercise discretion and ensure their conduct remains respectful and non-disruptive to others at all times.

D. SMOKING

Smoking is prohibited within 25' of all public buildings on Port premises.

E. GUESTS, VENDORS, AND SERVICE PROVIDERS

All lessees and licensees are fully responsible for the conduct of their guests, including vendors, contractors, and repair technicians, while on Port of Kingston property. Guests are subject to the same Code of Conduct as tenants and must adhere to all Port rules and regulations.

Violations by guests may result in their removal or exclusion from the Port property. Repeated or serious violations may lead to enforcement actions against the responsible tenant or licensee, including restrictions on privileges or termination of their moorage agreement.

F. TREATMENT OF PORT EMPLOYEES:

The Port of Kingston is committed to maintaining a safe, respectful, and professional environment for its employees. All customers, tenants, guests, vendors, and visitors are expected to interact with Port staff in a courteous and professional manner. Harassment, intimidation, or any form of abusive behavior toward Port personnel will not be tolerated.

Prohibited Conduct - The following behaviors are strictly prohibited:

- Verbal Abuse.
- Discrimination or Harassment: Conduct targeting protected classifications such as race, gender, religion, sexual orientation, or disability.
- Physical Intimidation or Aggression: Pushing, throwing objects, or threatening gestures.
- Sexual Harassment: Unwelcome contact, advances, or suggestive remarks based on gender.
- Refusal to Cooperate: Ignoring reasonable staff instructions.
- Retaliation: Adverse behavior following a report or enforcement action.

Enforcement and Documentation - All violations will be formally documented in the customer's account. Consequences may include any of the following:

- Verbal or written warnings
- Suspension or termination of services or moorage agreements
- Issuance of no trespass orders or removal from the Port premises
- Legal action, including referral under RCW 9A.76.180 (Intimidating a Public Servant – Class B Felony)

The Port will investigate all reports promptly and confidentially. Customers may be contacted during the process to provide relevant information. The Port reserves the right to take all necessary actions to protect its employees and uphold a professional environment.

G. SOLICITATION

There is no solicitation allowed on the Port premises except on authorized posting boards and the area allocated in the Port Office.

1.17. SWIMMING AND FISHING

- A.** 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.
- B.** 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.

1.18. PROHIBITED ACTIVITIES

- A.** Metal detecting on Port property is prohibited.
- B.** The use of Drones within Port boundaries is prohibited.
- C.** Bicycles, mopeds, and similar vehicles shall not be ridden in the Port area except upon streets or within the parking lots.
- D.** No Skateboarding, Roller Skating, Rollerblading, or Similar Activity Area: No person shall ride, use, or propel any bicycle, skateboard, rollerblade, roller skate or other coaster device, whether powered by human or motorized means:
 - i. In or upon any port property including, but not limited to parking lots or structures.
 - ii. On any ramp designed or built to afford access to buildings or structures by disabled persons.
 - iii. In a manner which creates a nuisance. While the bicycle, skateboard, rollerblade, roller skate or other coaster device, or the user or rider is attached or in any manner connected to any streetcar or vehicle on the roadway.
 - iv. While under the influence of an alcoholic beverage or any drug, or under the combined influence of an alcoholic beverage and any drug.
 - v. It shall be prohibited throughout Port property, for any person to ride or propel a skateboard, rollerblades, roller skates or coaster device in a luge, prone or sitting position or to ride or propel a skateboard, roller blades or coaster device in such a way as to make contact with a planter, retaining wall, wall, railing or other architectural feature of any kind.
 - vi. Signage shall not be necessary for enforcement of this subsection.

1.19. 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.

1.20. 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.

1.21. GARBAGE AND REFUSE

- A.** 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.
- B.** 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.
- C.** 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.
- D.** It is unlawful to leave hazardous materials and/or products on Port premises. Disposal facilities locations are available in Kitsap County.

1.22. OVERBOARD DISCHARGE

- A.** 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.
- B.** WAC 173-228 The entire Puget Sound is classified as a NO DISCHARGE ZONE. No sewage (blackwater) can be discharged into the water, treated, or not treated. Live aboard tenants are required to show proof of holding tank pumpout monthly. Complete the pumpout log provided when the Port of Kingston pumpout system is used. If ANY petroleum product is discharged into the water the Port office MUST be notified.

1.23. RESTROOM AND LAUNDRY COMPLEX

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

1.24. 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.

1.25. FIRE EQUIPMENT

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

protection equipment is discharged, please notify the Port Office.

1.26. 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.

1.27. BOAT LAUNCH

- A.** Vessels unattended for more than 15 minutes will be subjected to a impound fee/and or tow.
- B.** No soap products or hull cleaning are allowed at the boat launch wash down area.
- C.** Pressure washer use at boat launch facility is prohibited at all times.
- D.** Washing or cleaning vehicles at the wash down area is not allowed

1.28. 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.

2. MOORAGE PROVISIONS

2.1. 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:

- 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.** Pre-Authorization LOA inspection
- G.** Insurance Documentation

2.2. SEAWORTHINESS

- A.** Vessels must be seaworthy and able to move under their own power at all times while moored in the Port.
- B.** 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.

- C. 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.
- D. Vessels will have an "entry to moorage inspection." The inspection conducted by Port staff will need to be scheduled within thirty days of arrival. Visual inspection will include overall vessel condition with photos, LOA & beam measurements, fuel capacity, Fire extinguisher readiness, bilge area along with engine space, holding tank wye valve properly secured to tank-no overboard discharge possible, shore power cord / AC power leakage test.

2.3. MOVING VESSELS

- A. 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.
- B. 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.
- C. The Port reserves the right to place endangered boats in vacant, permanent moorage slips when necessary, under emergency conditions.

2.4. ENFORCEMENT

- A. 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.
- B. 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.

2.5. 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.

2.6. MANEUVERING

- A. 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.
- B. 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.

- C. Tenants shall report to Port management all incidents involving personal injury or property damage occurring on Port property.

2.7. 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.

2.8. SUBLEASING

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

2.9. TRANSFER OF OWNERSHIP

- A. 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.
- B. 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.
- C. Partnerships must always have the original tenant and partner(s) on both the title and the insurance policy in order to retain moorage.
- D. If primary responsible party forfeits interest in partnership, the slip is not transferable to remaining partner or partners.

2.10. MOORAGE OF VESSELS

- A. 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.
- B. Tenants may be charged if the Port Staff or private contractor needs to clean or repair property due to the tenant's negligence.

2.11. RESPONSIBILITY

- A. 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 its 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.
- B. Maintenance of vessels includes zinc replacement.
- C. All vessels will always meet U.S. Coast Guard safety requirements.

2.12. OVERSIZE AND UNDERSIZED VESSELS

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

2.13. STORAGE ON PIERS

- A.** 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.
- B.** 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.
- C.** All dock boxes must be purchased through the Port office and maintained by the owner.

2.14. ACCESSORY EQUIPMENT

- A.** Rafts, nets, reels, and other items of equipment may be stored only aboard a vessel or in areas designated by the Port staff.
- B.** 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.
- C.** 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. Hanging items off cleats or berthing area is not allowed.
- D.** 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.
- E.** No cleats may be added to any dock within the marina without prior permission of the Harbormaster.

2.15. FENDERS

Fixed or permanent fenders may not be installed on floats or vertical stanchions 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.

2.16. HALYARDS & MASTS

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

2.17. HOLDING TANKS

Vessel Holding Tank Y Valve must be positioned to direct flow into holding tank.

2.18. 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 always kept clear of the marina waterways.

2.19. 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.

2.20. WORKING ON VESSELS

- A. Repairs may be performed on moored vessels if they will not cause debris to fall into the water. See the BMPs in the back of this section for more details.
- B. No work creating loud noise is allowed in the Port area between sunset and sunrise.
- C. See Paragraph G, 1 regarding commercial activity for work performed by a contracting business at the Port.
- D. 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.
- E. 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. There must be no waste materials entering the waters of the State at any time per Washington Administrative Code (WAC) Chapter 473-226.

2.21. WAITING LIST POLICIES

- A. 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.
- B. A secondary name may only be allowed if the second person is a spouse or domestic partner.

- C. Each section of the waiting list shall be subdivided into 1) berth sizes and 2) covered or non-covered moorage.
- D. 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.
- E. 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.
- F. 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 cannot 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.
- G. It is the responsibility of the applicants to keep the Port advised of current address, telephone numbers and emergency contacts.
- H. 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.
- I. 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.
- J. There will be an annual fee of to remain on the wait list for all tenants. Please refer to the rate sheet for fee amounts.

2.22. PERMANENT MOORAGE ASSIGNMENT

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.

2.23. BERTHAGE CHARGES

- A. Moorage rents are invoiced on a monthly basis. Moorage is due and payable by the 10th day of each month. If moorage is not paid by the 10th of the month, a late fee is charged in the amount of \$50.00. If moorage is not paid by the 1st 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. A charge will be imposed on each NSF check to cover the costs of handling the accounting. Any account paid with an 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.

2.24. TERMINATION

- A. 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.

- B. 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).

2.25. LIVE-ABOARD TENANTS

- A. The Port will no longer accept liveaboard applications. Once all current liveaboard moorage tenants that were grandfathered in vacate or choose to no longer live on their vessel, will no longer be offered the status of liveaboard.
- B. Liveaboard status is considered a privilege and is granted to Port of Kingston moorage customers as a revocable license.
- C. 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.
- D. Liveaboards are limited to a maximum of two individuals per vessel.
- E. All liveaboard applicants must pay a non-refundable administrative fee. Please refer to the rates sheet for current fees and rates.
- F. 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.
- G. The Liveaboard Agreement contains additional liveaboard policy and procedures.
- H. Live aboard tenants are required to show proof of holding tank pumpout monthly. Complete the pumpout log provided when the Port of Kingston pumpout system is used.

2.26. REMOVAL AND IMPOUNDMENT OF VESSELS (RCW 53.08.320)

- A. 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.
- B. 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.

- C. 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.
- D. 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.
- E. 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.
- F. 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.
- G. After three impoundments of your vessel your moorage will be terminated and not reinstated.
- H. 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 those 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:
 - I. The date and time the notice was attached.
 - II. 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
 - III. The address and telephone number where additional information may be obtained concerning the release of the vessel.
- I. 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:
 - I. Making payment to the Port for all Port charges; or
 - II. 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.

2.27. 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.

2.28. SALE OF SEIZED, ABANDONED, OR DERELICT VESSELS (RCW 79.100)

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.

2.29. INSURANCE

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

- A.** Comprehensive liability insurance of not less than \$500,000 for A & B Dock, and \$1,000,000 for C, D, & E Dock combined single limit for property damage, bodily injury, or death.
- B.** 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.

- C. Failure to maintain continuous coverage and proof of insurance is a default under the Moorage Agreement and shall cause termination of tenant's moorage.
- D. Tenants are required to submit annual insurance certificates to the office.

3. GUEST MOORAGE AND FUEL DOCK

3.1 GUEST MOORAGE & FUEL DOCK

- A. Reservations are available for designated slips on the guest dock. Reservations require a minimum of 24 hours' notice, with a reservation fee. With this we will store your credit card on file for no show purposes. The first night's moorage and the daily reservation fee is non-refundable. To obtain a refund of guest moorage and electrical fees you must cancel your reservation at least 72 hours in advance of your scheduled visit. If your reservation is not canceled within 72 or you do not arrive for your reservation, we will charge the first nights' moorage to the credit card on file.
- B. Reserved Slips will be marked with a sign at the end of the finger pier.
- C. The maximum consecutive stay on the guest dock is 14 days as long there is available on the guest dock.
- D. All vessel owners are required to register with the Port Office and pay the appropriate fees. All dinghies staying on the guest dock are required to pay for moorage unless they belong to a boat that has already paid moorage.
- E. Vessel owners who pay for transient moorage on the transient moorage dock and leave the slip will be guaranteed their slip upon their return. 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.
- F. 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 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 per occurrence and an impound fee . Please refer to the rate sheet for current rates and fees.
- G. 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.
- H. Reservations are not transferable to another vessel unless it has been previously approved by the Port Office.
- I. The Port will have two floating reciprocals from May 1st-September 30th., and one floating reciprocal from October 1st-April 30th. If you are looking to stay in a reciprocal slip, boater must first dock in the slip instructed by the Port staff. Upon Check-in in the office, if no other vessels are utilizing the Reciprocal rate, then the boater will be granted the reciprocal rate. All Yacht club members wanting to utilize the reciprocal must show proof of current membership to a participating Yacht Club with the Kingston Cove Yacht Club. There is a 3-day consistent maximum stay at the reciprocal rate.
- J. No Cash payments will be accepted at the fuel dock. Credit or Debit cards only.

3.2 CHECK-OUT TIME

- A. Check-out time is 12:00 p.m. Check-in time is one 1:00 pm.
- B. Late check out is allowed if slip is available and will acquire an additional fee.

3.3 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.

3.4 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.

3.5 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.

3.6 NON-REFUNDABLE FEES

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

3.7 FUELING

- A. The fuel pier will be used only to fuel, take on water, or to use the pump-out station.
- B. No smoking is allowed on the fuel pier. All engines will be turned off before fueling vessels.
- C. No barbecues or open flames are allowed at the fuel pier.
- D. 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.
- E. Customers shall pump their own fuel and follow all safety measures directed by the Port staff.

4. VESSELS ANCHORED IN THE COVE

4.1. USE OF MARINA FACILITIES

- A. Tenders, dinghies and or skiffs will moor in the designated areas on the guest dock at their own risk.
- B. The Port of Kingston will charge a fee for day for use of the guest dock to tie up a tender, dinghy, or skiff 12' and under. For tenders, dinghies, or skiffs over 12' there will be a charged the current rate during the peak or non-peak season. All guest dock tenants are required to register with the Port Office upon arrival. Please see rate sheet for current rates and fees.

5. UTILITIES

5.1 ELECTRICITY

- A. Tenants shall pay for electrical service and other utilities or services at the rate established in the Commissioner's fee schedule.
- B. 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.
- C. he 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.
- D. All electrical cords must be professionally manufactured and specified for marine use.
- E. Electrical cords must be a minimum of ten-gauge wire and SJ or SO rated insulation. 30-amp 125-volt cords are required.
- F. 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.
- G. Coiled cords on the docks or around the power pedestals are prohibited.
- H. Lock rings are required to prevent cords from falling in the water or becoming a tripping hazard.

WATER SERVICE

- a. Water service is provided at several locations on each float.
- b. 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.
- c. 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.

6. PARKING

Updated 09/2025

The Port of Kingston provides parking on a first-come, first-served basis for travelers, guests, vendors, mooring tenants, truck and trailer operators, and daily commuters. All users parking on Port Property acknowledge and accept the following:

- 1. All individuals who park on Port property do so at their own risk. The Port of Kingston is not responsible for any loss, theft, or damage to vehicles or personal property, nor for any personal injury, except where liability is proven to result from the Port's negligence.
- 2. By utilizing Port parking facilities, users agree to comply with all Port rules and regulations and policies, including time limits, designated zones, and any applicable fees. Failure to comply may

result in fines, towing, or revocation of parking privileges.

3. All users agree to indemnify and hold harmless the Port of Kingston from any claims, damages, or liabilities arising from their use of the parking facilities, except where caused by the Port's proven negligence.

a. Paid Parking: The Port provides daily paid parking options. All numbered spaces are designated for paid parking.

b. Loading & Unloading Zones: These areas are free and designated for expeditious loading and unloading. Vehicles may park in these spaces for a maximum of 15 minutes for drop off or pick up. Vehicles parked for more than 15 minutes may be ticketed or removed.

c. Free 2 hr. Parking: The Port provides a limited area for free parking for up to a maximum of 2 hours. The specific 2-hour zone is strictly enforced to the two-hour time limit, and it is not recommended to use 2-hour parking for any Ferry travel. Exceeding the two-hour limit will result in a parking violation.

d. Moorage Guest Nightly Parking: Marina customers paying for moorage on the Guest Docks will be allowed up to 1 temporary parking pass while staying at the marina. Temporary parking passes may only be used in numbered spaces for vehicle parking, excluding Truck and Trailer parking. Temporary passes will be issued by the moorage office and will be valid for numbered parking spaces only.

e. Moorage Guest Monthly/Seasonal Parking: Seasonal and Guest Monthly customers will be provided with one parking placard with their moorage. Seasonal and Guest Monthly permits may only be used in numbered spaces for vehicle parking, excluding Truck and Trailer parking. If the hang tag is not visible, the vehicle may be ticketed and subject to associated fees.

f. Permanent Moorage Permit Parking: Permanent Moorage parking is on a first-come first-served basis. The Port Office will issue one parking placard to each marina tenant. Any additional guests or parking required must adhere to the normal parking rates and terms. Tenant Permit parking can be used at any permit-only or numbered space, excluding Truck and Trailer. Permit parking is for access to the owner's boat and moorage and is not to be used for commuting or long-term parking. Permit parking for more than 7 days must be coordinated with the Port and may require moving to a designated Long-term parking space. Long-term parking may be denied based on capacity, events, or Port operational constraints.

g. Truck & Trailer: Truck & Trailer parking spaces are located adjacent to the boat launch ramp, with overflow parking available on the Hill. Oversized Trailers need to check with the office for parking availability. Truck and Trailer parking is not included with permanent, guest, or monthly parking. Leaving your boat unattended on your trailer is not permitted. Trailers cannot be parked without the truck being attached without prior approval from the Port.

h. Commuter Monthly Parking: The Port offers monthly commuter parking options. Parking permits are issued to a single user and are not transferable. You may have up to 3 vehicles registered for the permit that are required to be registered in the permit holder's name. Only 1 car per permit can be parked in the lot at a time. Commuter permits are not to be used for long-term parking or storage; they are meant for daily use. Commuter parking is arranged for a minimum of 1 month and requires a minimum of 30 days' notice to cancel. Commuter permits may only be used in numbered spaces for vehicle parking, excluding Truck and Trailer parking.

i. Event Parking: Events will be subject to all the regular parking regulations and fees unless otherwise coordinated and approved by the Port with a formal written agreement.

j. No Parking Zones: These areas, in the parking lot, are where parking is not allowed at any time. Parking in these areas may result in immediate towing and associated fees.

k. Reservations: In special circumstances, spaces may be reserved for an event. All reservations must be approved by the Port prior to use. All regular fees and Port regulations will apply unless otherwise defined through a formal written agreement with the Port. Any person found reserving or holding spaces without authorization by the Port may be subject to violation fees or vehicle towing

l. Motorcycles: Motorcycles will be provided designated spaces and are subject to associated fees and the Port's terms, rules, and regulations. If all motorcycle spaces are occupied, cyclists may use regular parking spaces at the regular posted rates.

m. RV parking & camping: Camping is prohibited in the Port parking areas. RVs may park for day visits in designated Visitor Parking zones so long as they fit between stall lines (or within double stalls for longer vehicles), and applicable parking rates apply per stall. RVs may not park crossways or block a driving aisle. RVs must be on wheels only; no leveling or extending slides/rollouts. RVs may not park long-term and are not authorized for overnight parking (10 pm – 8 a.m.).

n. Handicapped Parking Spaces: The Port adheres to all State laws and regulations for disabled or handicapped parking.

o. Maintenance: The Port will provide reasonable notice and signage when performing maintenance in the Parking Lot. However, in the case that maintenance is required due to unforeseen circumstances or emergencies, the Port reserves the right to secure any area and remove any equipment, vehicles, or property that they deem necessary. This may include towing vehicles.

p. Rates: Rates for parking are defined in the Port's rate schedule.

q. Violations: Any violations of the parking policies will result in monetary penalties and may result in towing, impoundment, lost privileges, or legal action.

1. Penalties are per incident of violation, and fees are defined in the Port rate schedule. Unpaid or unresolved violations will result in doubled fees after 15 days. Additionally, **permit holders violating parking policies with three or more unresolved violations may have their parking privileges revoked for up to one year.** This includes the removal of Marina Licensee parking permit privileges.
2. Violations are cumulative and may be posted each day while the vehicle is out of compliance. Vehicles may be towed, impounded, or immobilized after 3 unresolved violations and will be subject to any additional fees incurred due to the securing or removal of the vehicle.
3. The Port reserves the right to tow or impound vehicles at the owner's expense under the following conditions: a vehicle has three or more unpaid parking violations; is parked in

designated “No Parking” zones; remains beyond the allowed time in short-term parking areas such as 2-hour zones or loading/unloading areas; is double parked; is located in posted or restricted zones; or obstructs Port operations, maintenance activities, or emergency access. Additionally, the Port may take enforcement action at its discretion for any other violations of the established Parking Policies

4. The Port reserves the right to immobilize vehicles for non-payment. Cars, trucks, and trailers with more than three unpaid parking violations may be booted until any outstanding balance is resolved. Additional fees may be assessed for the removal of the boot.
5. Permit holders failing to display their permit in their vehicle may result in a violation and monetary penalties.
6. The Port has the right to revoke any permit privileges of any permit holder determined to have duplicated or falsified a parking permit.
7. Additional monetary penalties will be imposed on failures to respond, or late payments of parking violations, and unpaid parking violations may be taken to collections.
8. Disabled, inoperable, or unauthorized long-term vehicles will be towed at the owner’s expense and will be subject to all other applicable parking fees.

r. Appealing Violations: All tickets or violations have the right to be contested and appealed. Appeals for violations must be submitted within a maximum of 30 days from the issuance of a violation. Appeals can be submitted using the Port portal issued on the ticket. Contested tickets will be reviewed within 30 days, and a decision will be made based on the information provided. While under review, no additional or increased fines will be applied to that violation. If the violation is not revoked or voided, the time will restart upon the date of the decision before any additional fees or actions take place. It is the responsibility of the violator to track the status of the ticket under review. If the portal is not working or there are issues submitting the appeal, an email or written notice can be sent to the Port, and it will serve as a notification of appeal, as long as it is within the 30-day period, and the Port will aid in using the appeal portal.

s. Towing: The Port has the right to have vehicles towed or impounded, at the owner's expense, in the case of parking violations, safety or regulatory violations, posted maintenance projects, or vehicles impeding Port Operations. Any person or vehicle with 3 or more unpaid tickets may be towed immediately. The Port reserves the right to tow or relocate any vehicle for maintenance or operational needs. The owner may be responsible for any associated fees, especially in cases where notices were posted, spaces were marked, or cones/caution tape were placed.

t. Collections: Vehicle owners who have not resolved outstanding parking violation fees will be sent to collections. Any owners who have outstanding violations will not be allowed to park at the Port; their vehicles may be towed immediately.

7. VEHICLE STORAGE:

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.

8. COMMERCIAL ACTIVITY ON PORT PROPERTY

- a. No commercial activity will be allowed on Port property unless permission for the activity has been granted by the Harbormaster or the Executive Director.
- b. 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.

To qualify for access to the Port area, a commercial user must:

- 1. Sign a hold-harmless agreement with the Port of Kingston.
 - 2. 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.
 - 3. 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.
- c. 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.
- d. 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.

9. DEFINITIONS

- a. **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.
- b. **Commercial Business:** A business which provides a service or markets a product to the general public.
- c. **Executive Director:** The individual assigned by the Port Commission to oversee all facets of Port operations.
- d. **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.

- e. **Harbormaster:** The individual assigned by the Executive Director to oversee the marina operations of the Port.
- f. **Hull Length:** The length from the bow to the stern, not including any attachments such as swim platforms, bow sprits or other accoutrements.
- g. **Linear Areas:** Any side-tie area along a dock that is not a slip.
- h. **Live-Aboard:** A vessel used regularly as a residence.
- i. **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.
- j. **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.
- k. **Moorage:** A designated area within a protected area to moor vessels with easy access to and from shore.
- l. **Permanent Moorage:** Moorage secured by a written contract for a specific slip in the marina.
- m. **Port:** The Port of Kingston, which is a Port District directed by its elected Port Commission.
- n. **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.
- o. **Port Commission:** The three elected officials who make policy and oversee Port operations.
- a. **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.
- b. **Summer/Winter Months:** "Summer Months" are Memorial Day through Labor Day. "Winter Months" are from Labor Day until Memorial Day.
- c. **Tenant:** Any person, firm, partnership, corporation, association, organization, or agent thereof, who contracts for use of Port facilities.
- d. **User:** Any person entering the Port area.
- e. **Waiting List:** That list of individuals maintained by the Port who are waiting for the assignment of permanent moorage within the Port of Kingston.

10. **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:

a. **COMMERCIAL ACTIVITY**

1. 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.
2. 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.
3. 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.

b. **ENGINES AND BILGES** * See attached section on recycling locations and collection for waste

1. Use absorbent bilge pads to soak up oil and fuel.
2. Recycle uncontaminated oil and diesel properly.
3. Dispose of used oil filter properly.
4. DO NOT discharge bilge water if there is a sheen to it.
5. DO NOT dispose of any fuel or used oil in the Port dumpster.
6. DO NOT dispose of batteries in or around the Port dumpster.

c. **SURFACE PREPARATION**

1. Use biodegradable, phosphate free cleansers and teak cleaners.
 2. Use a tarp to capture all scrapings, debris, and drips.
 3. Stretch tarp between side of boat and dock when working over water.
 4. Vacuum dust and debris every time you move the tarp or every hour.
 5. Reverse the boat in the slip to work on the far side.
- When sanding outside surfaces use vacuum sanders

d. **PAINTING AND VARNISHING**

1. Mix paints and epoxy in such a manner that it cannot enter the water if spilled.
2. Always use a drip pan (secondary containment) and drop cloth.
3. Spray painting is not allowed within the Marina.
4. When working over the water, use tape and visqueen or a tarp to cover the gap between the boat and dock.
5. Keep absorbent pads and thinner on hand in case of an emergency.
6. Use up remaining small amounts of paint by spreading on an old board.
7. 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.
8. Paint and solvents shall not be left unattended on the docks at any time.
9. 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.

e. **BOAT FUELING**

1. 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.
2. Do not "top-off" or overfill tanks. Know your fuel tank capacity and do not 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.

3. Do not hose down accidental fuel spills. Use absorbent pads when feasible. **Absorbent pads are available on the fuel dock during working hours*

f. SEWAGE

1. 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.
2. Use the permanent pump out station or the porta-dump station under the office stairs.
3. Use shore side restroom facilities whenever possible.
4. Y-valves must be safety wired to ensure sewage flows into holding tank only.
5. Live aboard tenants should log each sewage dump at the fuel dock.

g. SOLID WASTE DISPOSAL

1. Dispose of all non-contaminated garbage in the Port dumpster.
2. 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.
3. Can be disposed of in the Port dumpster or taken to a recycling center.

h. CHEMICAL STORAGE

1. Purchase only the amount of chemicals / paints needed for the project.
2. 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.

i. RECYCLING

1. **Hansville Recycling and Garbage Facility** - Hours: 8:00am- 3:30pm Wed-Mon. Located: 7791 NE Ecology Rd, Kingston WA 98346. 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.

2. **Bainbridge Island Transfer Station**- Hours: 10:00am- 4:00pm Wed.-Mon. Located: 7215 Vincent Road, Bainbridge Island, WA 98110 Phone: 206-842-0962

Accept: Oil and antifreeze, appliances, batteries, compact light bulbs, scrap metal, electronics.

3. **Silverdale Recycling and Garbage Facility** - Hours: 8:00am- 4:00pm Wed-Mon. Located: 8843 NW Dickey Rd, Silverdale WA 98383. 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, appliances.

4. **Household Hazardous Waste Collection Facility** - Hours: 10:00am- 4:00pm Thu. - Sat. Located: 5551 SW Imperial Way, Bremerton, WA 98312 Phone: (360) 337-5777

Accept: Motor oil, flammable liquids, antifreeze, batteries, fluorescent tubes, oil base paints, cleaning supplies.

More information available: www.kitsapgov.com/pw/Pages/wastefacilities.aspx



Public Forum Areas Designated for Non-Commercial Signs

- A-** Sidewalk is 5' from waters edge to inside edge of curb.
- 8-** Sidewalk is 8' wide leaving 18" on either side of 3' on one side of main walkway.
- C-** Outer Edge of concrete is 8' from edge of stage. During stage events at mike Wallace Park, signs shall not be displayed within a 25' area immediately in front of the stage. This restriction shall be in place commencing one hour before the start and one hour following the conclusion of the event.
- D-** Sidewalk is 4' wide - add 1' or 12" toward grass and follow to steps up to Aviator.
- E-** Sidewalk is 4' wide - add 1' or 12" of grass toward stage (inside diameter)
- F-** 5' from Building
- G-** Allowed area up to wall.

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