

ORDINANCE NO. 2024-01 ADOPTED MAY 7, 2024

**AN ORDINANCE PROVIDING FOR THE CONTROL AND MANAGEMENT OF THE
MOORING BASIN FACILITIES OF THE PORT OF ASTORIA,
AND REPEALING ORDINANCE 99-01**

WHEREAS, the Port of Astoria is the owner of certain mooring basin Facilities (“the Facilities”), located within Clatsop County, Oregon; and

WHEREAS, the Facilities are available for use by the public; and

WHEREAS, the Port of Astoria seeks to update regulations to govern the occupancy and use of the Facilities and to provide for the administration thereof;

NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF THE PORT OF ASTORIA
ORDAINS AS FOLLOWS:

GENERAL PROVISIONS

Title. This Ordinance shall be called the “Port of Astoria Mooring Basin Rules and Regulations.”

Purpose and Scope. The purpose of this Ordinance is to provide for the effective control and management of the Facilities.

Severability. If any section or part of this Ordinance is found to be inconsistent with any state or federal law or regulation, such section or part shall be superseded by such law or regulation without invalidating the remainder of this Ordinance. Nothing in this Ordinance shall be construed as a limitation of any rights, privileges, or remedies previously existing under any applicable law, nor as a limitation of the powers and authorities of the Port.

Application. This Ordinance shall apply to all mooring basin Facilities of the Port of Astoria and to all waters subject to its jurisdiction. All Vessels and persons entering or using the Facilities shall be subject to the rules and regulations herein defined.

Repeal. The following ordinance is repealed: ORDINANCE NO. 99-01

**PART 1
DEFINITIONS**

Unless otherwise expressly stated or required by context, the following definitions shall apply to this Ordinance. The use of any gender shall include all genders; the singular shall include the plural and the plural shall include the singular; and the provisions of this Ordinance shall apply to individuals, partnerships, associations, and corporations alike.

1.1 Abandoned.

1 - ORDINANCE PROVIDING FOR THE CONTROL AND MANAGEMENT OF THE
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A. Vessels. The Port may deem a Vessel Abandoned if: (1) It is not registered with the Port within six (6) hours of commencement of use of Port moorage; or (2) it is not removed from Port Facilities as required under provisions of this Ordinance covering Hazardous Vessels and termination of moorage.

B. Personal Property. Personal property other than Vessel shall be deemed Abandoned if: (1) It is left on or in Port Facilities without identification, evidence of ownership, or notification to the Port of ownership for a period of more than five (5) days; or (2) it is identified to a Vessel and is left on or in Port Facilities in excess of thirty (30) days after expiration of the Moorage License Agreement for Resident Vessels or in excess of five (5) days after expiration of the Moorage License Agreement for Transient Vessels and Guest Boats; or (3) it is associated with a Vessel which is deemed Abandoned under this Ordinance.

1.2 Emergency. A condition or event that poses an imminent danger to life, property, navigation, or the environment and for which prompt action is required to address such condition or event.

1.3 Executive Director. The person duly appointed by the Commission of the Port of Astoria as the chief executive officer for the Port. Unless otherwise expressly stated herein, any power granted or duty assigned to the Executive Director may be exercised by his or her duly authorized designee.

1.4 Facilities. All Moorage Facilities owned and operated by the Port of Astoria.

1.5 Fee Schedule. Rates, fees and charges for use of the Facilities as determined from time to time by resolution of the Board of Commissioners of the Port.

1.6 Gear. All manner of fishing accessories, electronics, netting, and other items used or intended to be used for marine activity or such items necessary or convenient for the use of the Vessel.

1.7 Hazardous Vessel. A Vessel determined by the Marina Manager to be unseaworthy or in a state of disability which, if unduly prolonged, could endanger the marine environment, life, or property, or become a hazard to navigation.

1.8 Licensee. The holder of a Moorage License Agreement granted by the Port.

1.9 Litter. Any and all types of debris and substances, whether liquid or solid or a combination thereof, including but not limited to garbage, refuse, rubbish, glass, cans, bottles, paper and paper products, wrappings, decayed wood, sawdust, shavings, bark, cement, lime, cinders, ashes, offal, oil, tar, dyestuffs, acids, chemicals, dead animals or fish carcasses or parts thereof, manure, human or animal wastes, putrid, decaying or deleterious substances or matter, petroleum wastes, or any machinery, appliances or automobiles or parts thereof, or any other substances which may render the harbor properties or waters controlled by the Port unsightly, noxious, or otherwise unwholesome or to the detriment of the public health and welfare.

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1.10 Live-Aboard. Any person who lives on a moored Vessel owned by that person, for ten (10) or more days in any one-month period. Live-Aboard Persons must own and have registered in his or her name the Vessel on which he or she resides.

1.11 Marina Manager. The Port-designated manager of the Mooring Basin Facilities.

1.12 Moorage. Any place where a Vessel lies when at anchor, is made fast to a dock, or is laid alongside another Vessel made fast to a dock. "Moorage" shall include side and multi-side ties.

1.13 Mooring Basin Facilities. The East Mooring Basin and West Mooring Basin, including the parking areas contiguous thereto.

1.14 Moorage License Agreement. An agreement between the boat owner or operator and the Port of Astoria providing for the use of and payment for Moorage on a transient (daily or monthly), or annual basis.

1.15 Open Flame Device. Any stove, furnace, lamp, heater, fireplace, barbecue or other similar device operating upon or burning coal, peat, kerosene, fuel oil, diesel oil, gas, gasoline or similar fuel, any candle, fuel burning lamp, open flame lantern, or any similar device which provides light or heat by means of a covered or visible flame or hot coals or embers.

1.16 Owner/Operator, or Owner, or Operator. Any person who claims, expressly or otherwise, lawful care, custody, or control of a Vessel by virtue of legal title, equitable interest, lease or charter therein which entitles that person to possession of or authority over the operation of the Vessel.

1.17 Person. Any individual, partnership, corporation, association or other form of legal entity.

1.18 Port. The Port of Astoria.

1.19 Port Commission or Board of Commissioners. The governing body of the Port of Astoria.

1.20 Resident Vessel. Any Vessel holding a Moorage License Agreement with the Port of Astoria.

1.21 Seafood Product. Fish of all types and species; clams, shrimp, crab and shellfish of all types and species; and all other seafood, or seafood products, whether intended for animal or human consumption.

1.22 Sewage. Water, chemical, or other liquid carried human or animal wastes from Vessels, motor Vehicles, trailers, residences, buildings, industrial or commercial establishments or other places with such ground water infiltration and surface water as may be present.

1.23 Shall and May. "Shall" is mandatory. "May" is permissive.

1.24 Transient Moorage. Short-term berthage for three (3) months or less for use of Moorage Facilities.

1.25 Transient Vessel or Guest Boat. Any Vessel using a Port moorage facility which belongs to an owner who does not have an annual Moorage License Agreement for that Vessel with the Port. Transient Vessels or Guest Boats include but are not limited to: Vessels seeking a harbor of refuge, and day(s) use or overnight(s) use of a Moorage Facility on a space-available basis.

1.26 Vehicle. Any self-propelled or powered device designed for transportation of persons and property. For the purpose of this Ordinance, the word "Vehicle" does not include boats, boat trailers, or travel trailers.

1.27 Vessel. Every description of watercraft used or capable of being used as a means of transportation on the water, including jet skis and seaplanes but not including boathouses or floating homes.

1.28 Violation Vessel. Any Vessel in violation of any portion of this Ordinance.

PART 2 MOORAGE AND HARBOR SERVICES

2.1 Vessel Documentation and Insurance

Registration. The Owner/Operator of any Vessel which is not a Resident Vessel or any person having charge or responsibility therefore must register the Vessel with the Port and receive from the Port an assigned moorage space within six (6) hours after arrival in the Mooring Basin. If arrival time is after regular business hours or otherwise when the Marina Manager is not on duty to assign moorage, registration may be made by completing and depositing the registration form available at the drop-in boxes provided by the Port. Payment for the initial term of moorage and any required deposit is due at the time of registration. The Owner/Operator, or any person having responsibility or charge of the Vessel, are each severally responsible for all Moorage Charges from the time of moorage commences.

The Owner/Operator shall provide to the Port current and valid documentation and/or registration information; current billing information; the owner's and operator's name, residence and mailing address, telephone number; proof of ownership; and the registrant's valid driver license number. The name, number, type, dimension, description and use of the Vessel shall be provided at the time of registration. If the registering person is someone other than the Owner, the Owner's authorization for moorage and other charges must be made available upon request of the Port.

Upon registration, the Owner/Operator of the Vessel shall provide written notice to the Port of

any structural concerns which could result in damage if the Vessel is towed or dry docked. This notice shall be immediately updated from time to time by the Owner/Operator if the condition of the Vessel changes.

Registration shall constitute permission for the Port to move or dry dock the Vessel for such purposes as permitted under this Ordinance.

Insurance

Commercial Boats, Guide/Charter boats and all vessels carrying passengers for a fee:

A Certificate of Liability Insurance not less than \$500,000 combined single limit per occurrence covering the outfitter, guide, captain, operator and their employees which result in bodily injury or property damage must be current and on file at the Port of Astoria Marina Office. The certificate must match the name and/or business name on the application; list the Port of Astoria as the certificate holder; list the operations (activities) covered and if applicable, the types and number of boats used.

Recreational Boats:

A Certificate of Liability Insurance, not less than \$300,000 combined single limit per occurrence covering the owner, operator which result in bodily injury or property damage must be current and on file at the Port of Astoria Marina Office. The certificate must match the name and/or business name on the boat registration; list the Port of Astoria as the certificate holder; list the operations (activities) covered and if applicable, the types and number of boats used.

2.2 Moorage License Agreements. No person shall moor a Vessel at Port Facilities for more than six (6) hours without first having entered into a transient or annual Moorage License Agreement with the Port in the form and manner provided by the Port.

The Port may issue or renew a Moorage License Agreement for up to, but not exceeding one (1) year. Upon expiration of the rental term, the Moorage License Agreement and all rights of the Licensee thereunder shall automatically terminate unless payment for an additional term has been accepted by the Port. Prior arrangements must be made with the Marina Manager on any payment plan other than payment in full. Failure to meet the conditions of payment as set forth in an approved installment plan shall be a violation of this Ordinance and may result in a fine and/or immediate removal or seizure and sale of the Vessel. If a long-term Moorage License Agreement is not renewed, moorage shall be charged based on the applicable transient rate. No Moorage License Agreement shall be renewed unless the conditions of the original issuance are met nor shall a Moorage License Agreement be issued or renewed unless all fees and charges due and payable are paid.

A Moorage License Agreement is personal to the applicant and cannot be assigned, sold, or transferred without written permission of the Marina Manager.

Moorage License Agreements shall be issued to a named owner or owners of a Vessel and shall

be valid only for a specific Vessel or a replacement Vessel of the same length in a numbered or Port-designated moorage. The moorage space designated by the Moorage License Agreement may not be sub-let by the Licensee. Nothing within the limitations herein shall restrict the Emergency and/or temporary utilization of any vacant space within the Port Facilities by the Port. However, such utilization shall be managed to provide for minimum impact upon permanently assigned spaces.

To assist in scheduling, annual Moorage License holders shall notify Marina Manager of expected departure and arrival times.

Moorage assignment preference will be given to Annual Moorage License holders over other Mooring Basin users.

Moorage spaces may be reassigned at the option of the Port if the orderly administration of the Facilities so requires. Licensees may apply for reassignment, but reassignment is not guaranteed. If the Owner/Operator does not consent to reassignment by the Port, the Moorage License Agreement shall automatically terminate, the Owner/Operator shall remove the Vessel at Owner's cost from the assigned moorage space, and moorage costs paid shall be issued to the Owner/Operator in accordance with the Port's refund policy, less any payments due to the Port.

A long-term Moorage License Agreement may be canceled by an Owner/Operator upon thirty (30) days written notice to the Port. Refunds, if any, shall be based on the Port's refund policy.

Annual Moorage License Agreement holders may reserve exclusive use of an assigned moorage space on a monthly basis by payment of fees equal to the monthly Transient Moorage rate for the space.

2.3 Refunds. Refunds will be issued upon cancellation of annual moorage by a Licensee only if the cancellation occurs within the first three (3) months of the Moorage License Agreement. Refunds will be prorated as follows: If canceled within the first month, the refund will be the full amount paid less the applicable daily rate fee for the number of days used. In the second month, the refund will be 66.67% of the amount paid, less the daily rate for the number of days used that month. In the third month, the refund is 33.33% of the amount paid, less the daily rate for the number of days used that month.

2.4 Port Charges; Collection Costs and Attorney's Fees. The Vessel, its owner, operator, and the owner and possessor of personal property using Moorage Facilities or purchasing other services, goods or materials from the Port shall be jointly and severably liable for all charges for moorage, storage, and other charges due under this Ordinance, together with all collection costs and expenses, including attorney's fees incurred in collections of the amount due, whether or not suit is filed; or incurred in salvage, termination, removal and/or sale of Vessels or their appurtenances, tackle, apparel and furniture, or any part thereof, or any personal property stored or left at Port premises.

Any account which remains unpaid in whole or in part thirty (30) days after invoice shall be considered delinquent.

If the prepaid Moorage License Agreement for a transient Vessel expires and the transient Vessel remains at Port properties, the Owner/Operator must renew the Moorage License Agreement and prepay further Transient Moorage fees within six (6) hours of the date or time of expiration. Transient Vessels which return to the Port after expiration of a prior Moorage License Agreement shall re-register and pay for current Transient Moorage. Upon failure to renew the transient Moorage License Agreement or register and obtain a new Agreement within the time required, all Transient Moorage fees and charges due shall be considered delinquent.

Moorage charges apply against Vessels, their owners and operators and are payable in advance unless a payment plan has been agreed upon in writing by the Marina Manager. Invoices issued by the Port for charges other than moorage charges are due and payable upon presentation.

A late fee shall be charged at the rate of 1.5 percent (1.5%) per month on any amounts past-due.

2.5 Limits On Port's Responsibility. The Port is not responsible for any tackle, Gear, equipment or property stored on Vessels or elsewhere on Port property and shall not be liable in any manner for the safekeeping or condition of the same, or for any damage or loss to, or of, any such tackle, Gear, equipment or property. Furthermore, the Port shall not be liable for any harm or injury to the Licensee or any invitees of the Licensee incurred on Port premises or adjacent thereto, except when such harm or injury is due to the negligence of the Port. By application for moorage or making fast to Port property, the Owner/Operator accepts the condition of all Port Facilities as they exist at the time of initial use and continuing thereafter as conditions may change.

2.6 Indemnity. Licensee(s) agrees to indemnify and save the Port harmless from any loss or damage to persons or property from any cause whatsoever, arising out of the Licensee's use of Port Facilities unless such harm or loss is attributable to the negligent acts or omissions of the Port.

The Licensee further shall hold harmless and indemnify the Port harm or damages to persons or property arising out of a service performed on or for a private Vessel moored or located on Port property.

2.7 Removing or Securing Vessels or Property; Public Sale. At its sole option, the Port may employ the following procedures for the collection of delinquent moorage or storage charges, securing or removing Vessels or personal property in cases of delinquency or abandonment, and public sale of Vessels and personal property.

The Port shall in no way be obligated to give the Owner and/or Operator of a Vessel or the owner and/or bailee of personal property, notice prior to the securing or removal of a Vessel or personal property.

In cases of delinquency, or Abandoned Vessels and personal property, the Port may take reasonable measures including, but not limited to, the use of chains, ropes, and locks, removal from the water, or removal to storage areas to secure Vessels and other personal property so that

the same are in the possession and control of the Port and cannot be removed from Port Facilities.

At the time of securing a Vessel or other personal property, an authorized Port representative shall attach to such Vessel or property a notice which shall contain the following information:

- The date and time the notice was attached;
- A statement that if the account, together with all expenses incurred in securing the Vessel or property and the Port's collection costs, is not paid in full within sixty (60) days of the date of such notice, the Vessel or personal property may be sold at public auction with proceeds applied to satisfy the Port charges; and
- The address and telephone number where additional information may be obtained concerning release of the Vessel or personal property.

The notice may also establish the date and time the public auction is to be held and give other information for notices of foreclosure sales under ORS 87.192 (4).

Notice of securing a Vessel or personal property shall be sent to the owner and, if different, to the operator thereof: by certified mail, return receipt requested, at the last address(es) provided to the Port by the owner and/or operator.

The Owner/Operator of a Vessel or personal property secured by the Port may recover possession as follows:

- Making payment to the Port of all Port charges including costs incurred in securing the Vessel or property, notification costs and other collection costs; or
- Entering into a written agreement satisfactory to the Port for installment payments of the unpaid balance, collection costs, etc., in addition to the payment of future charges when due, and, in the case of commercial Vessels or commercial property, execution of a Confession of Judgment in favor of the Port for all sums then due and providing that the Port shall be entitled to judgment for the unpaid sums due at the time of filing of such Confession of Judgment, including costs, collection expenses and attorney fees; or
- By posting with the Port a sufficient cash bond or other acceptable security to be held in trust by the Port pending resolution of any disputed Port charges in a civil action in a court of competent jurisdiction. Upon entry of final judgment in such court, including any appeals, or upon any settlement of such dispute between the parties, 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. If personal or real property was pledged as security, it shall be executed upon in the manner provided by law.

If a Vessel or other personal property has been secured and the Owner/Operator does not regain

possession by the above methods, the Port may, at its sole option, elect to sell the Vessel or property at public sale. For all sales of Vessels and other personal property, the Port adopts the procedures for notification, foreclosure and sale provided by Oregon Revised Statutes 87.172 through 87.206, as amended. The Port may bid all or part of its charges and expenses at the sale and may become a purchaser at the sale. Sale proceeds shall be applied first to the costs of sale, including attorney fees, then to discharge of moorage and other charges owed by the Owner/Operator, and the balance shall be paid as provided by ORS 87.206.

The rights and remedies granted under this Ordinance are cumulative with the Port's other rights and remedies existing at law, in equity or admiralty. Each such right and remedy may be exercised, wholly or in part, from time to time and without waiving any other rights or remedies which the Port may have against the Vessel, the Vessel owner or operator, or against the personal property of the same. No delay in the enforcement of any right or remedy shall be deemed to constitute a waiver or election with respect to any rights or remedies.

2.8 Safekeeping of Vessels. Safekeeping of a Vessel is the sole responsibility of the Owner/Operator. The Owner/Operator shall use all reasonable effort and caution to keep the Vessel seaworthy, fully operational, securely moored, and otherwise attended to. A Vessel that is not properly maintained or secured may be deemed a Hazardous Vessel and subject to removal. Any costs incurred in such determination (i.e. marine survey, inspection costs, legal fees) shall be borne by the Owner/Operator.

The Port may, but is not required or obligated to, pump, tow, secure tie lines, board or move any Vessel moored at the Port if such action is determined by the Marina Manager to be necessary for the safety or protection of that Vessel, Vessels nearby, Port Facilities, or navigable waterways, or because the Vessel is not in its assigned moorage location or has exceeded its authorized moorage time. If such action is deemed necessary, the Marina Manager shall give or attempt to give written or verbal notice to the Owner/Operator at the registered address of the need for services to the Vessel.

If an Owner/Operator fails within a reasonable period of time after receipt of notice to provide services needed for the protection of the Vessel or of other Vessels or property, or if the Marina Manager is unable within a reasonable period of time to notify the owner or operator, the Marina Manager may, but is not required or obligated to, replace defective mooring lines, attach additional mooring lines, pump Vessels that are taking on water, move any Vessel for the purpose of protecting that Vessel from fire or other hazard or for the protection of other Vessels or property, or render such other services as the Marina Manager determines in the exercise of his/her discretion may be needed.

A fee, based upon the Fee Schedule in effect at the time of the service, shall be charged to the Owner/Operator for each service the Marina Manager performs or causes to be performed for the protection of a Vessel or adjacent property. All expense and risk of loss or damage resulting therefrom shall be borne by the Owner/Operator, as well as the cost of any salvage services rendered by the Port.

The Marina Manager shall have no obligation or duty to take any action to protect or preserve

any Vessel or property located within the harbor area or utilizing Port Facilities. The Port is not liable for loss or damage to Vessels, equipment, appurtenances, tackle, provisions, mooring lines, Gear, supplies or any other article attached or relating to a Vessel, whether maintained or affixed to a Vessel or separately stored at Port Facilities.

The Marina Manager shall be authorized to enforce the Port rules to ensure security and safety on Port property including requiring appropriate hold harmless agreements, release agreements and evidence of insurance from persons or corporations providing service to Vessels moored at Port property and from Vessel owners/operators engaging persons or corporations to provide services to their Vessels while moored on Port property.

2.9 Removal of Hazardous Vessels. The Port may immediately and without notice move, secure, store, or remove from the Moorage Facilities any Hazardous Vessel whenever reasonably necessary for the protection and safety of the Port property, other Vessels, navigation, or the environment. All risk of loss or damage resulting from such movement, and all costs incurred by the Port therefore, shall be borne by the Owner/Operator. In the event the Vessel is moved to another location or facility, the Owner/Operator shall, in addition, be liable for the prevailing moorage rate and other fees charged at the location or facility to which the Vessel is moved.

The Port shall give written notice requesting removal of Hazardous Vessels within fifteen (15) days of the date of such notice. Such notice shall be given by (1) posting on the Hazardous Vessel, and (2) to the owner, and the operator if different from the owner, by personal delivery or by certified mail, return receipt requested, to the last address provided to the Port.

Unless an Emergency exists, the Port shall make a reasonable effort to give a notice requesting removal prior to moving a Hazardous Vessel; however, the Port may move or remove Hazardous Vessels as it reasonably deems necessary for the protection of Port property, other Vessels, navigation, or the environment. If the Port moves a Hazardous Vessel without prior notice, notice shall be given as soon thereafter as practicable.

A Hazardous Vessel which remains in or on Port Facilities in excess of fifteen (15) days from the date of a notice requesting removal may, at the option of the Port, be deemed an Abandoned Vessel.

In the event any Vessel shall capsize, sink or otherwise be disabled in such a manner as to be a hazard to navigation or use of Port Facilities, all loss, damage or cost of removing such Vessel shall be chargeable to the Owner/Operator and/or the person lawfully in possession thereof and/or the person bringing the same upon the Port Facilities.

2.10 Abandoned Vessels or Personal Property. Abandoned Vessels may, at the option of the Port, be secured and sold at public auction as provided herein. Abandoned personal property may, at the option of the Port, be secured, moved, placed in storage and sold at public auction as provided by law.

2.11 Denial of Moorage. The Port reserves the right to deny moorage that, in the discretion of the Marina Manager, would present a hazard to the safety of the harbor or the general public;

when moorage space is unavailable; or when the moorage would otherwise interfere with Port operations.

The Port also may deny Moorage Facilities or other services or equipment to any person or Vessel delinquent in the payment of any authorized fee or charge.

Failure to comply with a denial of moorage under this subsection shall result in the assessment of penalties pursuant to Part 5 of this Ordinance.

As soon as possible after the Marina Manager has notified the Owner/Operator that moorage or mooring Facilities are denied, the Owner/Operator shall remove the Vessel from the harbor area and any Port Facilities and may not cause, suffer or permit the Vessel to be moored, tied or affixed to any harbor Facilities in the Port harbor area.

Notice.

- (1) *Denial of Moorage.* In the discretion of the Marina Manager, a denial of moorage, services or equipment may be issued to any non-Resident Vessel seeking to utilize Moorage Basin Facilities. Such denial of moorage may be issued verbally or in writing, and such notice shall be effective immediately.
- (2) *Requests for Services and Use of Equipment.* Notice(s) relating to request for services and use of equipment, whether granted or denied, shall be effective immediately.
- (3) *Termination of Right to Use Moorage Facilities.* Verbal or written notice of termination of an existing right to use Moorage Facilities that is personally delivered to the Owner/Operator shall be effective twenty-four (24) hours after the time of delivery unless a later effective date is specified in writing. Written notice of denial of moorage or mooring Facilities for a registered Vessel may be mailed to the address designated on the registration information or may be posted in a conspicuous place on the Vessel. A written notice that is posted or mailed shall be effective at 4:30 p.m. on the fifth (5th) day following posting or mailing of such notice.

2.12 Termination for Violation of Ordinance. In addition to other penalties as specifically set forth in this ordinance, moorage of any Vessel may be terminated upon thirty (30) days' notice that the Vessel and/or its Owner or Operator has violated of any part of this Ordinance or any other ordinance of the Port of Astoria, and the violation has not ceased or been remedied prior to expiration of the thirty (30) day notice period.

Notice. Notice of termination of moorage shall be by personal delivery or by mailing by certified mail notice to the owner and the operator at the last known addresses provided to Port, and by posting a notice on the Vessel in violation and any other Vessel having the same Owner/Operator as the Violation Vessel. The notice shall state that moorage will be terminated and that the owner and/or operator have thirty (30) days from the date of the notice to remove all Vessels owned by Owner/Operator from the moorage facility unless the owner and/or operator pays to the Port all costs and damages incurred as a result of the violation. Upon termination of the Moorage License

Agreement after such 30-day notice, if the affected Vessels have not been removed from Port properties, the same shall be deemed an Abandoned Vessel and may be disposed of by the Port as provided in this Ordinance.

2.13 Transfer of Vessel. Upon transfer of title of the Vessel, the seller shall notify the Port and pay any unpaid moorage or other charges due to the Port. The Moorage License Agreement shall automatically terminate upon sale of the Vessel unless the Marina Manager has given written consent to the transfer.

2.14 Custodial Care of Vessels. Subject to acceptance by the Marina Manager, any Vessels that may be delivered into the custody of the Port may be assessed custodial charges at the rate set by resolution of the Port Commission.

2.15 Moorage Fees and Charges. Fees and charges for moorage and other services made available by the Port shall be as established by resolution of the Board of Commissioners.

2.16 Utilities and Other Services. The Port does not guarantee the provision of water or services to the Moorage Facilities. Water and other services may be turned off in the discretion of the Port due to weather events or to allow for construction or maintenance activities.

2.17 Reservations. Reservations may be made up to three (3) months in advance. A reservation fee of \$25.00 per slip applies to all reserved slips and is due at the time of reservation. The reservation fee is only refundable if the reservation is cancelled at least thirty (30) days prior to the reservation date.

Slips will be assigned 24 hours prior to arrival date.

Slip assignments may be changed at any time.

A two-day minimum stay is required for all reservations.

Check in time is any time after 12:00 p.m. Check out time is any time before 11:00 a.m.

Payment for all scheduled moorage is due upon arrival. Late arrivals will be required to check in at the Marina Office before 9:00 a.m. the following day. No refund or credit will be given for early departure.

No reservations are guaranteed shore power.

Group Reservations. Group reservations (six or more slips) may be made for any date and time,

For group reservations, a single group reservation contact must be designated at the time of reservation, along with contact information including e-mail and phone number. Marina staff will coordinate and communicate all group reservation information with the group reservation's designated point of contact.

Group reservation slips are not guaranteed to be located together.

Individual Reservations. Individual reservations may be made up to three (3) months in advance. Individual moorage reservations may only be made for the following holidays and special events:

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- Memorial Day
- Fourth of July
- Labor Day
- Astoria Seafood and Wine Festival
- Astoria Regatta

PART 3 RULES AND REGULATIONS RELATING TO MOORAGE FACILITIES

3.1 Vessel Identification. All Vessels entering the Port area shall have identification marked as required by law. Documented Vessels must display official documentation numbers issued by the Coast Guard and the name of the Vessel on the hull.

3.2 Seaworthy/Hazardous Vessels. Vessels moored at the Port must, at all times, be completely seaworthy, fully operational and ready for immediate cruising in local waters. Lack of seaworthiness may result in removal of the Vessel as a Hazardous Vessel, unless:

- A. The Vessel is undergoing short-term (thirty (30) days or less) repairs that render the Vessel inoperable; or
- B. The Marina Manager has authorized the Vessel to remain inoperable longer than thirty (30) days.

3.3 Mooring/Cross-Tying. Vessels must be securely moored with bow, stern, and spring lines of adequate size. No cross-tying of Vessels is allowed, except as authorized by the Marina Manager. No fixtures such as antennae, flower pots, lights, etc. will be attached to any float or pile without approval of Marina Manager.

3.4 Fendering/Bumpers. Vessels are required to use fendering. The Owner or Operator of a Vessel assigned moorage space may install standardized premolded rubber or vinyl bumpers of commercial manufacture as approved by the Marina Manager. Dock-affixed fendering shall consist only of materials approved by the Marina Manager and shall not include carpeting, rubber tires, fire hose or similar materials.

3.5 Electrical Service. All electrical Facilities erected on the Port docks for the purpose of providing electrical use shall not be used for any other purpose, and no person shall tie or connect any rope, line or make any attachment to moor any Vessel to any Port electrical stanchion or other electrical facility.

All electrical cords and wiring shall be properly grounded and meet Underwriter's Laboratory approval for marine related service. No person shall make any electrical connection to any electrical outlet of the Port except through the use of Underwriter's Laboratory approved cords

and plugs which are in good condition and repair.

Owner/Operator may, with the express consent of the Port, connect to electrical service at the moorage location subject to the following:

- The Port of Astoria does not guarantee continuity of electric service to any Vessel, the characteristics of any service that is provided, or the characteristics of any circuit breaker associated with the service provided.
- Owners/Operators use electrical service at their own risk. The Port shall not be liable for any damages caused or resulting from inadequate or excessive voltage or amperage, or for surges in the electrical supply.
- No person shall permit or allow the drawing of more voltage or amperage than posted at the point of connection.
- The Vessel Owner/Operator shall use properly sized twist lock type electrical plugs.
- The Vessel Owner/Operator shall be responsible for all damage caused to Port electrical infrastructure by the Vessel or the Vessel Owner/Operator.
- No cords or wires shall be placed on the dock or fingers in such a manner to cause or contribute to damage or injury to persons, or to Facilities or property of the Port.
- The Owner/Operator shall pay to Port all electrical charges based upon the current fee schedule adopted by resolution by the Port Commission.
- No cord will be immersed in water.

3.6 Electrical Connections. The Marina Manager or designee shall be authorized to measure the electrical power leads to any Vessel connected to the Port's electrical power outlets, and may disconnect the Vessel if it does not meet the following criteria:

- The A.C. current in the two conductors of the 120 volt, single- phase power leads are equal.
- The A.C. currents in the three conductors of a 120V/208V-240V single-phase electrical circuit balance.
- The A.C. currents in the four conductors of a 120V/208V-240V three-phase electrical circuit balance.
- No A.C. electrical current is flowing in the ground wire.
- No D.C. electrical current is flowing in the ground wire or A.C. conductors.
- The ground wire is connected on board the Vessel to the interface termination as required

by the National Electrical Code.

- The power cord shall be the U.S. Coast Guard-approved three conductor Number 10 wire marine cable for 120 volt A.C. single-phase circuits.
- Power cords for 120V/208V-240 volt single-phase and 120V/208V-240 volt three-phase currents shall be of conductor size and insulation type to meet the U.S. Coast Guard requirements for marine application.
- Power plugs and sockets used for 120V/208V-240 volt single phase currents shall be sized for 30 and 50 ampere currents.
- Power plugs and sockets used for 120V/208V-240 volt three phase currents shall be sized for 30 and 50 ampere or greater currents.
- No Vessel shall be wired to the Port's electrical system in any other manner than with an approved power plug.
- Any Vessel in violation of this Section shall be deemed a Hazardous Vessel and shall be subject to termination of moorage if the Owner/Operator fails to correct or demonstrate actions to correct the violation(s) within thirty (30) days after notification from the Port.
- The Vessel Owner/Operator shall be responsible for all damage caused to Port electrical infrastructure by faulty Vessel wiring.

3.7 Fire Extinguishers. All Vessels must carry on board U.S. Coast Guard approved and operable fire extinguishers. Fire hoses and other fire-fighting equipment are to be used for fire control only.

3.8 Sewage/Waste Disposal From Vessels. No person on a Vessel equipped with a toilet shall use or permit the use of such toilet while using Moorage Facilities or within the harbor area unless the Vessel is equipped with Facilities in good operating condition adequate to treat, hold, incinerate or otherwise handle Sewage in a manner to prevent pollution. For the purposes of this Ordinance, any water pollution control device which has been approved by the U.S. Coast Guard for this purpose is acceptable.

3.9 Compliance With Regulations, Laws, Safety Standards. Any person using Port properties shall obey all applicable regulations and laws and comply with generally accepted safety standards and requirements. The Port retains the right to prevent, restrict, or suspend any activity deemed by the Marina Manager to be hazardous to any person, Vessel, Port facility or operation.

3.10 Vessel Movement/Speed Limits/Water Skis/Jet Skis. All Vessels within the moorage area shall comply with the posted speed limits and with any directions or instructions issued by the Marina Manager. Use of water skis or jet skis within the moorage area is prohibited.

3.11 Fueling. No person shall fuel or cause to be fueled, a Vehicle or Vessel on Port properties except at areas designated by the Fire Marshall and approved by the Port for that purpose.

No person shall store or cause to be stored, any fuel for any Vehicle or Vessel in or upon any Vehicle or Vessel located on Port properties or in the harbor area except in tanks or containers designed for that purpose, and in areas where such tanks or containers shall not come into contact with sparks or excess heat or other conditions which may cause fuel to ignite.

No combustible or hazardous materials shall be left unattended in any type of storage container without approval of the Marina Manager.

3.12 Combustibles/Waste Oil. Combustible materials shall be stored in a place and manner as to prevent accidental combustion and fire, except that rags and waste materials saturated with combustible fluids must be removed from Port property immediately after use.

No person shall dump, discharge, or pump, or allow to be dumped, discharged, or pumped, any oil, spirits, gasoline, distillate, any petroleum products, or any other flammable materials onto Port properties or into the waters of the Port, or into any public sewer or drainage system.

No person may smoke on the fuel dock.

No combustible materials or waste oil shall be disposed of in mooring basin Facilities except in the manner and at disposal sites established by the Marina Manager.

3.13 Explosives. No person shall knowingly transport, carry, convey, store, stow, load or unload, or use on board any Vessel within the jurisdiction of the Port any explosives or other dangerous articles except in accordance with the regulations of the United States Coast Guard, as set forth in Title 46, Code of Federal Regulations, Part 146, "Shipping," or as authorized by the State Fire Marshal.

The Owner/Operator of any Vessel carrying explosives or dangerous devices is required to notify the Port not less than five (5) days prior to arrival in the Port.

3.14 Waste/Litter/Sewage Disposal. No person shall throw, place, leave, deposit, or abandon, or cause or permit to be thrown, placed, left, deposited or abandoned, any industrial waste, Litter, or Sewage on any Port properties or harbor area, except in designated receptacle areas designated by the Port for the disposal of such materials or substances.

No person shall use refuse or waste containers provided by the Port for other than wastes, Litter, or Sewage generated on Port properties or waters controlled by the Port, except for those wastes, Litter or Sewage generated from a Vessel's voyage.

Owners/Operators shall be held personally liable for any and all costs associated with cleanup outside of designated receptacle areas of wastes, Litter or Sewage generated on Port properties

by their Vessel, crew or guests.

3.15 Interference with Utilities. No person may tap or interfere with any utility infrastructure, including but not limited to any water outlet, water pipe, water connection, telephone equipment, TV cable, electrical outlet or electrical device maintained or operated by the Port.

3.16 Seafood Product Sale or Purchase. No person shall set up buying stations or any other commercial activity for the sale or purchase of Seafood Products without first obtaining a permit from the Port and all licenses and permits required by law for such activities, and paying all required fees in advance of such activities.

3.17 Fish Processing. No person shall clean or process fish or shellfish in the Mooring Basin Facilities except in Facilities and equipment specifically designated and posted for that purpose.

3.18 Supervision Of Children. Children under 12 years of age shall not be allowed on the Port docks unless supervised by a parent or responsible adult.

3.19 Open Flame Devices/Cooking. No person having charge of or access to a Vessel in the Mooring Basin Facilities shall leave such Vessel unattended while an Open Flame Device is in operation. No cooking or open flames of any sort shall be allowed in Mooring Basin Facilities except on private Vessels.

The Port shall be deemed to have been granted consent and permission to board any Vessel which is reasonably believed to be in violation of this Section, to extinguish any Open Flame Device, and to take any action reasonably necessary to ensure the safety of persons and property.

3.20 Flares/Firearms. It shall be unlawful for any person to discharge flares or firearms in the harbor area, on walkways, wharves, docks, barges, piers or any properties owned, managed or otherwise controlled by the Port, or while moored to Port Facilities.

3.21 Swimming/SCUBA Diving/Related Activities. Swimming, SCUBA diving, skin diving, snorkeling, and related activities are not allowed in Mooring Basin Facilities except when required for Vessel maintenance. Marker flags are required at the location of such underwater maintenance activity and prior notification must be made to the Marina Manager.

3.22 Operation of Wheeled Vehicles. Bicycling, skateboarding or use of motorcycles or any other wheeled Vehicle, except for dock-carts, hand-carts, wagons, or wheelbarrows used for transporting supplies to and from a Vessel, is prohibited, unless said Vehicle or device is designed for and used by a physically handicapped person or the use is approved by Marina Manager.

3.23 Walkways, Steps And Stairways. All Owner/Operators, crew or guests using the Facilities shall keep the pier or finger in the vicinity of the Vessel neat, clean, orderly, and shipshape. No Gear, materials, tackle, dock boxes, or other storage or debris shall be left on Port docks or other Facilities except as provided by this Ordinance.

Steps and stairways shall be of a size and construction acceptable to the Marina Manager and shall be marked with owner identification and Vessel name. Steps and stairways shall not be used as storage areas. The placement of steps and stairways shall not create an obstruction. It shall be the responsibility of the Owner/Operator to meet all applicable state and federal standards.

3.24 Repair Work. Welding, metal cutting and/or fabrication, sandblasting or spray painting are prohibited in Mooring Basin Facilities except in designated areas and with the express permission of the Marina Manager.

3.25 Gear Repair. The Marina Manager or designee must authorize any Gear repair in the Mooring Basin Facilities unless the repair is taking place on a Vessel. All Gear repair on Mooring Basin Facilities must be done within the area and during the time period authorized by the Marina Manager.

All Gear being repaired on the Facilities must be marked with readily visible owner name, Vessel name and Official Number issued by the U. S. Coast Guard or registration number.

3.26 Noise/Offensive Behavior No person shall engage in behavior which creates a disturbance or nuisance or disturbs the tranquility of any person in the Mooring Basin. Owner/Operators are responsible for the behavior of their guests at all times. Use of generators after 9:00 p.m. requires the prior permission of the Marina Manager.

3.27 Animal Control. No animal shall be allowed on Port properties or on Port floats unless on a leash and controlled by the owner, or on or in private property.

Animals shall not be allowed on the floats except to go directly to or from a boat and must be on a leash and controlled by the owner. No animal shall be tied to any portion of the Port floats or properties.

No person having control of any animal on Port Facilities shall allow waste or droppings of that animal to remain on any wharf, float, barge, pier or walkway of the Port. Animal waste or droppings shall be immediately removed and placed in the nearest waste receptacle.

All persons shall comply with applicable City of Astoria ordinances and Oregon law regarding control of dogs.

PART 4 LIVE-ABOARDS

4.1 Permitted Use. Only legal owners and family members residing with them may live aboard Vessels. Live-Aboards are required to have a current live-aboard agreement registration on file in the Marina Manager's office at all times. The registration shall be kept current and renewed annually on the anniversary of the moorage agreement.

Live-Aboards must maintain their Vessels in operational order such that they are capable of being used as transportation on the water.

4.2 Limits. The number of Live-Aboards within a Mooring Basin shall not exceed four percent (4%) of total slips available within that Mooring Basin. In the event that this limit is reached, the Marina Manager will keep a waiting list with priority assigned by date of request of persons desiring to live aboard their Vessels.

4.3 Privilege. Living aboard a Vessel on Port property is a privilege. The Port reserves the right to deny, suspend or cancel this privilege in its sole discretion if, in the opinion of the Marina Manager, the arrangement interferes with or disturbs the operations of the Marina or the use thereof.

4.4 Fees. Live-Aboards shall pay such fees as may be established by the Board of Commissioners.

4.5 Vehicles. Live-Aboards are limited to two (2) Vehicles within the Mooring Basin property. All Vehicles parked within the Mooring Basin property must be operable and must be legally registered, licensed and insured to the slip holder. Automotive work/repair is strictly prohibited within the Mooring Basin property.

4.6 Sanitation. Live-Aboards are required to pump their Sewage waste tanks a minimum of every fourteen (14) days and provide proof thereof to the Marina Manager. Signature by the Owner/Operator and verification by the Marina Manager or designee in the Mooring Basin facility pump-out station log shall be proof of compliance.

4.7 No Floating Homes. A Live-Aboard shall be deemed a Vessel at all times. Notwithstanding a Live-Aboard arrangement, no Vessel shall be deemed a "floating home" as defined by ORS 830.700, and the provisions of ORS 90.505, *et seq.*, regarding "floating home" space rental shall not apply.

PART 5 ENFORCEMENT AND PENALTIES

5.1 The Marina Manager, the Executive Director, and their authorized designees shall have the authority to enforce the provisions of this Ordinance, orally or in writing, in accordance with ORS 777.190.

5.2 The Marina Manager, Executive Director, or their authorized designees may direct any person in violation of this Ordinance to leave Port premises and may obtain the assistance of law enforcement officers in enforcing this Ordinance.

5.3 Violation of this Ordinance shall be grounds for immediate termination of any Moorage License Agreement.

5.4 In addition to any other penalties described herein, for each violation of this Ordinance the Port may assess a penalty of not less than \$25 nor more than \$500 for each day the violation occurs and thereafter continues.

5.5 In addition to the assessment of penalties under this section, the Port may charge to the offender the costs incurred by the Port to enforce this Ordinance against such person, including but not limited to the costs for seizure, impoundment, and storage of vessels or equipment as provided in Section 2.4 of this Ordinance; and the Port's legal costs and reasonable attorneys' fees incurred in such enforcement action.

FIRST READING: April 11th, 2024

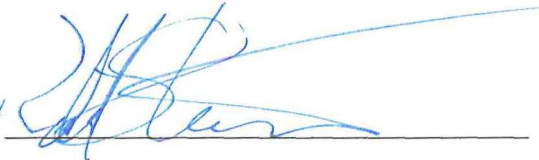
SECOND READING: May 7, 2024

ADOPTED THIS 7th day of May 2024, BY THE FOLLOWING VOTE:

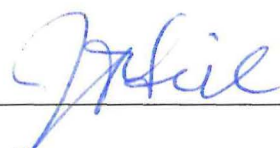
AYES: 5

NAYS: 0

ABSENT: 0

Signed: 

Commission Chair

Attest: 

Secretary