

JANUARY 22, 1991

ORDINANCE NO. 1 - 1991

AN ORDINANCE PROVIDING FOR THE CONTROL AND MANAGEMENT OF THE HARBOR PROPERTIES AND FACILITIES OF THE PORT OF NEWPORT, AND REPEALING ORDINANCE NOS. 2-1959, 1961-1, 3-1962, 1-1963, 2-1963, 4-1965, 3-1968, 4-1968, 3-1969, 1-1971, 5-1971, 1-1972, 2-1972, 3-1972, 4-1972, 1-1973, 1-1974, 3, 1974, 1-1975, 2-1975, 3, 1975, 3A-1975, 4-1975, 1976-1, 1-1977, 1978-1, 2-1978, 1-1979, 2-1979, 8-1979, 1-1981, 2-1981, 2-1982, 1-1985, 2-1988, and 3-1988; AND DECLARING AN EMERGENCY.

WHEREAS, the Port of Newport is a duly organized municipal corporation of Lincoln County, Oregon, and is the owner of certain real and personal property and is the operator and administrator of certain real and personal property and the facilities thereon, located within Lincoln County; and

WHEREAS, certain properties and facilities of the Port of Newport are public facilities and/or are operated as public facilities or are open to the public; and

WHEREAS, the Port of Newport has adopted certain ordinances and regulations regarding and relating to the use, occupancy and presence on or about Port of Newport properties and/or facilities, said ordinances and regulations being of diverse nature and date; and

WHEREAS, it is in the best interests of the citizens of the Port of Newport and the public to have a codified body of regulations to govern the use, occupancy or presence on or about Port of Newport property and/or facilities and the administration thereof.

NOW THEREFORE, THE BOARD OF COMMISSIONERS OF THE PORT OF NEWPORT ORDAIN AS FOLLOWS:

**GENERAL PROVISIONS**

**TITLE:** This ordinance shall be called "Rules and Regulations Governing the Administration of the Properties and Facilities of the Port of Newport".

**PURPOSE and SCOPE:** The purpose of these rules and regulations is to secure the most effective control and management of the harbor properties and facilities of the Port of Newport.

**INTERPRETATION:** If any section or part thereof of these rules and regulations is inconsistent with any laws of the State of Oregon, or of the United States, or any rule, regulation or standard established pursuant thereto, such section, or part thereof shall be construed, superseded or governed thereby. Nothing contained in this ordinance shall be construed as a limitation of any rights, privileges, or remedies previously existing under any applicable laws or as a limitation of the powers of the Port Commission or management.

**SEVERABILITY:** The provisions of these rules and regulations are declared and if any portion or the application thereof to any person or property is held invalid for any reason, the validity of the remainder of these rules and regulations or the application of such remainder to other persons or property shall not be affected.

**APPLICATION:** These rules and regulations are applicable to all properties and facilities of the Port of Newport and to all waters subject to its jurisdiction. All vessels and persons entering or using the facilities shall be subject to the policies herein defined.

**AVAILABILITY OF ORDINANCE:** Anyone may inspect a copy of these rules and regulations at the Port of Newport or Newport Marina offices and copies may be obtained upon request and payment of the Port's copy charges.

**CONSTRUCTION:** Unless otherwise required by the context or any particular provision, the words or phrases defined in Part I: Definitions, shall have the meanings as set forth therein. 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.

**REPEAL:** The following ordinances are repealed: ORDINANCE NOS. 2-1959, 1961-1, 3-1962, 1-1963, 2-1963, 4-1965, 3-1968, 4-1968, 3-1969, 1-1971, 5-1971, 1-1972, 2-1972, 3-1972, 4-1972, 1-1973, 1-1974, 3, 1974, 1-1975, 2-1975, 3, 1975, 3A-1975, 4-1975, 1976-1, 1-1977, 1978-1, 2-1978, 1-1979, 2-1979, 8-1979, 1-1981, 2-1981, 2-1982, 1-1985, 2-1988, and 3-1988.

## **PART I: DEFINITIONS**

### **ABANDONED:**

1. A vessel or other personal property shall be deemed abandoned if:
  - a. The vessel is not registered with the Port within 12 hours of commencement of use of Port moorage; or

b. The vessel is not removed from Port facilities as required under provisions of this Ordinance covering hazardous vessels and termination of moorage.

2. Personal property other than vessels shall be deemed abandoned if:

a. The property 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

b. Personal property identified to a vessel is left on or in Port facilities in excess of 90 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, provided, that personal property or gear associated with a vessel which is deemed abandoned under this Ordinance shall likewise be deemed abandoned.

**ACTIVE FISHING VESSEL:** Shall mean a vessel which is engaged in a bonafide commercial fishing operation under one or more valid licenses, which may include, but are not limited to, a current or previous season vessel fishing license, current season fish tickets, landing permits, or other proof to establish fishing activity.

**COMMERCIAL FISHING DOCKS:** Shall mean the mooring facilities of the Port of Newport, including, but not limited to, Port docks 1, 2, 5, 7, docking facilities at Newport International Terminal, the hoist dock, parking lots, and storage facilities.

**Note:** Moorage for vessels at the Commercial Fishing Docks and any other use of said facilities is limited exclusively to active fishing vessels, unless otherwise authorized in writing by the Harbormaster.

**COMMERCIAL VESSEL:** Shall mean any vessel, regardless of size, that is engaged in marine commerce. Examples: tugboats, barges, tour-boats, charter boats.

**DRAFT:** Shall mean the depth of water a vessel draws when fully loaded.

**ELECTROLYSIS:** Stray electrical currents emanating from improperly wired systems.

**EMERGENCY:** Shall mean a state of imminent danger to life or property or navigation or the environment in which time is of the essence.



**FEE SCHEDULE:** Shall mean moorage and other appropriate rates, fees and charges as determined from time to time by resolution of the Board of Commissioners of the Port.

**GEAR:** Shall mean 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.

**GENERAL MANAGER:** Shall mean that person duly appointed by the Commission of the Port of Newport. The General Manager is to administer the functions of all Port facilities. Whenever by the provisions of this ordinance, a power is granted to the General Manager or a duty is imposed upon him, the power may be exercised or duty performed by an assistant of the General Manager, unless it is expressly otherwise provided.

**HARBOR AREA:** Shall mean all land and water areas under the ownership, lease and/or jurisdiction of the Port.

**HARBORMASTER:** Shall mean that person appointed by the Port to serve as Harbormaster and any Assistant Harbormaster, Port security officer or other employee authorized or designated by the General Manager or Harbormaster to enforce the provisions of this ordinance.

**HAZARDOUS VESSEL:** Shall mean a vessel which is determined by the Harbormaster to be unseaworthy or in a state of disability which if unduly prolonged could endanger the marine environment or life or property or become a hazard to navigation.

**INACTIVE FISHING VESSEL:** Shall mean a fishing vessel which cannot meet the active fishing vessel requirements.

**INDUSTRIAL WASTE:** Shall mean any liquid, gaseous or solid waste substances or combination thereof resulting from any process of industry, manufacturing, trade, agricultural or agricultural operation or business, or from the development or recovery of any natural resources, which may cause or might reasonably be expected to cause pollution of the harbor properties or the waters controlled by the Port of Newport.

**LITTER:** Shall mean 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.



**MARINE COMMERCE:** Trade, service or industry which is related to or dependent upon the sea or products of the sea. Examples: Commercial fishing, seafood sales, tugboat operation, tour-boat operation, charter boat operation.

**MOORAGE:** Shall mean any place where a vessel lies when at anchor or is made fast to a dock or is laid alongside another vessel made fast to a dock, and shall include side and multi-side ties.

**MOORAGE FACILITIES:** Shall mean those facilities of the Port of Newport where vessels may moor to wharves, docks, pilings, and finger piers in assigned or designated spaces. Fuel docks and designated fishing piers at Newport Marina at South Beach shall not be considered designated moorage facilities.

**MOORAGE LICENSE AGREEMENT:** Shall mean an agreement between the boat owner or operator and the Port of Newport for the assignment of, use of, and payment for moorage on a transient (daily or monthly), semi-annual or annual basis.

**NEWPORT INTERNATIONAL TERMINAL:** Shall mean the shipping terminal situated on Port properties which handles import and export cargoes.

**NEWPORT MARINA:** Shall mean the Newport Marina at South Beach and all of its facilities, including the launch ramp, RV park, parking lots, storage facilities, and docks.

**OVERALL LENGTH:** Shall mean the distance along the centerline from the foremost part of the bow (including the bow sprit) to the aftmost part of the stern, regardless of keel length and regardless of registered or documented length.

**OVERALL WIDTH:** Shall mean the distance between the outermost part of each side of the vessel, regardless of registered or documented width.

**OWNER/OPERATOR:** Shall mean 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 him to possession or has authority over the operation of the vessel pursuant to authority of the legal or equitable owner or charterer.

**PARK:** To place or leave any vehicle, trailer, or vessel on land within the boundaries of the Port of Newport.

**PERSON:** Shall mean individual, partnership, corporation, association or other form of legal entity.

**PORT:** Shall mean the Port of Newport.

**PORT COMMISSION:** Shall mean the governing body of the Port of Newport.

**PORT PROPERTIES:** Shall mean the Commercial Fishing Docks, Newport Marina at South Beach, Newport International Terminal, and all other lands, properties and facilities owned or operated by the Port of Newport.

**RESIDENT VESSEL:** Shall mean any vessel holding an annual or semi-annual Moorage License Agreement with the Port of Newport.

**RV PARK:** Shall mean the designated parking areas for recreational vehicles at the Newport Marina at South Beach.

**SEAFOOD PRODUCT:** Shall mean salmon, bottom fish and 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.

**SEWAGE:** Shall mean 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.

**SHALL and MAY:** "Shall" is mandatory. "May" is permissive.

**SPORT VESSEL:** Shall mean any vessel, regardless of size, not engaged in marine commerce and not possessing a commercial fishing, charter or passenger transportation license.

**STAGING:** Use of port facilities or properties as a station for changing gear belonging to a fishing vessel.

**TRANSIENT MOORAGE:** Short-term berthage for one month or less, for use of moorage facilities whereby the vessel is granted authority by the Port to moor.

**TRANSIENT VESSEL OR GUEST BOAT:** Any vessel using a Port moorage facility and which belongs to an owner who does not have a semi-annual or 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, day(s) use or overnight(s) use of a moorage facility on a space as available basis.

**UNDERWAY:** Shall mean the condition of a vessel, not at anchor, without moorings, and not made fast to the shore or ground.

**VEHICLE:** Shall mean 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.

**VESSEL:** Shall mean every description of watercraft, including seaplanes, in the water used or capable of being used.

**VIOLATION VESSEL:** Any vessel in violation of any portion of this ordinance.

**PART II: MOORAGE AND HARBOR SERVICES**  
**applying at the Port of Newport**  
**Commercial Docks,**  
**Newport Marina**  
**and other Port operated properties**

1. **REGISTRATION:** The owner/operator of any vessel which is not a resident vessel or any person having charge or responsibility therefor must register said vessel with the Port and receive from the Port an assigned moorage space within 12 hours after arrival in the harbor and use of Port facilities. If arrival time is after regular business hours or otherwise when Port personnel are not on duty to assign moorage, registration may be made by completing and depositing the registration form available at the drop-in boxes at the Commercial Port and Newport Marina offices. Payment for the initial term of moorage and any required deposit is required at the time of registration, it being expressly provided that the vessel, its owner, the operator, and any person having responsibility or charge of the vessel will be each severally responsible for all moorage charges from the time of said moorage.

(A) Owner/operator of vessel shall provide to the Port current and valid documentation and/or registration information, current billing information, owner and operator's name, residence and mailing address, telephone number, proof of ownership, and 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 an operator, owner authorization for moorage and other charges must be made available upon request of the Port.

(B) Owner/operator of 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 updated from time to time by the owner/operator when condition of vessel changes.

(C) Registration shall constitute permission for the Port to move or dry dock the vessel for such purposes as permitted under this ordinance.

2. **MOORAGE LICENSE AGREEMENTS:** No person shall moor a vessel at Port facilities for more than 12 hours without first having entered into a transient, semi-annual or annual Moorage License Agreement with the Port in form and manner provided by the Port. Said Moorage License Agreement, after endorsement by the Port, shall become the Moorage License Agreement for the initial period of moorage, and thereafter



shall continue as the Moorage License Agreement under which the owner and the operator of the vessel agree to abide, subject to such changes in rates as adopted by the Port from time to time.

(A) The Port may issue or renew a moorage license for up to, but not exceeding one (1) year. Upon expiration of the period stated therein, 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 Port on any payment plan other than payment in full. If moorage is not prepaid, the owner/operator of the vessel may request in writing of the General Manager to be permitted to make installment payments, which the General Manager may grant upon such terms and conditions the General Manager deems appropriate. Failure to meet the conditions of payment or payments 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.

(B) The Moorage License Agreement and moorage license emanating therefrom shall allow the use of the moorage facility for moorage purposes only and shall grant no further rights, privileges or uses. Additional uses shall not be allowed except as expressly permitted in writing by the Port of Newport.

(C) Moorage License Agreements are not transferable. A Moorage License Agreement is personal to the applicant and cannot be assigned, sold, transferred or involuntarily seized, except a vessel owner may transfer title to a corporation in which the vessel owner shall own and maintain ownership of not less than 51 percent or controlling interest of the issued and outstanding stock.

(D) 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.

(E) Moorage assignment preference will be given to Annual Moorage License holders over Semi-Annual Moorage License Holders. However, a Semi-Annual Moorage License holder shall be given the option of preserving a moorage assignment by changing his license to an Annual whenever appropriate moorage space is available as determined by the Harbormaster.

(F) Moorage spaces may be reassigned at the option of the Port if the orderly administration of the moorage facility so requires. Licensees may apply for reassignment, however, reassignment is not a right or privilege of the Moorage License Agreement. If the owner/operator of the vessel does not consent to the reassignment, the Moorage License Agreement shall automatically terminate, owner/operator shall remove the vessel from the assigned moorage space, and the owner/operator shall receive a refund of moorage on a pro-rata basis, less any payments due to the Port.

(G) A long-term Moorage License Agreement may be cancelled by a vessel owner/operator upon thirty (30) days written notice to the Port. Refund of Moorage License Agreement consideration, if any, shall be based upon the unused portion of the moorage license and the refund shall be the difference between the terms of the cancelled contract and the next available contract: i.e. a cancelled annual contract shall be refunded the difference between the moorage rate for the cancelled contract less moorage rate(s) which would have been charged if the owner/operator had requested moorage for the actual moorage period. (Examples: If the actual moorage was eight months, the moorage charge shall be the total of the moorage charge for a six-month moorage plus two monthly moorage charges; If the actual moorage was four months and two days, the moorage charge shall be the total of four monthly moorage charges plus two daily moorage charges).

**3. PORT CHARGES; COLLECTION COSTS AND ATTORNEY'S FEES:** The vessel, its owner and its operator and the owner and the possessor of personal property using moorage facilities or purchasing other services, goods or materials from the Port shall be liable for all charges for moorage and storage, and all other charges due under this ordinance, together with all collection costs and expenses, including attorney's fees whether or not suit is filed incurred in collection of the sums due, or incurred in salvage, termination, removal and/or sale of vessels or their appurtenances, tackle, apparel and furniture, or any part thereof, or on personal property stored or left at Port premises.

(A) **PAST DUE:** Any account (other than transient moorage) which remains unpaid in whole or in part thirty (30) days after invoice shall be considered past due.

(B) **DELINQUENT:** Any account (other than transient moorage) which remains unpaid in whole or in part ninety (90) days after invoice shall be considered delinquent.

(C) **DELINQUENT TRANSIENT MOORAGE:** If the prepaid Moorage License Agreement for a transient vessel expires and the transient vessel remains at Port properties, the transient vessel owner/operator must renew the Moorage License Agreement and prepay further transient moorage fees within twelve (12) hours of the date or time the prior transient Moorage License Agreement expires. Transient vessels which return to the Port after expiration of a prior Moorage License Agreement shall re-register, prepay current transient moorage, pay any outstanding

transient moorage, and obtain a new Moorage License Agreement in accordance with the provisions of Part II, Sections 1 and 2. Should the transient vessel owner/operator fail to renew the transient Moorage License Agreement or register and obtain a new Agreement within the time required, all transient moorage shall thereupon be considered delinquent.

(D) **TERMS OF PAYMENT:** Moorage charges apply against vessels, their owners and operators and are payable in advance unless a payment plan has been agreed upon in writing with the Port. Invoices covering charges other than moorage charges, as issued by the Port, are due and payable upon presentation.

(E) **LATE FEE:** A late fee shall be charged at the rate of 1.5 percent per month on the unpaid past due account balance.

4. **CONTRACTUAL RELATIONSHIP:** The Port does not accept any vessel, tackle, gear, equipment or property for storage and it shall not be liable in any manner for the safekeeping or condition of the same, and is not responsible therefore as a warehouseman. The Port shall not be responsible or liable for any damage or loss to, or of, the said vessel, tackle, gear, equipment or property either upon said vessel or upon the premises of the Port, from any cause whatever, or for injury to the licensee or invitees occasioned by any cause, upon the Port premises or adjacent thereto, except for the negligence of the Port. By application for moorage or making fast to Port property, vessel owner/operator accepts the condition of the Port facilities as is, and by continuing to moor at Port facilities, vessel owner/operator accepts the Port facilities as its conditions change.

5. **INDEMNITY:** Licensee(s) agrees to indemnify and save the Port harmless from any loss or damage by fire, theft, or from any cause whatsoever and to indemnify and save the Port harmless from any and all liability for injury to or death of any person or persons or loss or damage to any property caused or occasioned by or arising out of the use of said Port's facilities by the licensee(s), except for the negligence of the Port.

The Port does not accept any liability for damages to property or injury or death of individuals caused by or resulting from persons, corporations, agents, or employees performing a service to a private vessel moored or located on Port property. The General Manager and Harbormaster 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.



6. **REMOVING OR SECURING VESSELS OR PROPERTY: PUBLIC SALE:** The Port may, solely at its option, 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.

(A) Prior Notice to Resident Vessel Owner/Operator: At least thirty (30) days prior to securing or removal of a resident vessel, the Port shall give the owner a notice setting forth the charges owing and stating that the Port may terminate the Moorage License or other ongoing service and seize the vessel or other property if the charges are not paid within thirty (30) days of the date of the notice. The notice shall be delivered by (1) posting the notice on the vessel or other personal property; and (2) personal delivery to the owner or by certified mail, return receipt requested, to the owner at the last address provided to the Port by the owner. The foregoing notice shall be given by the same methods to the operator registered with the Port if different than the owner.

In the case of transient vessels, abandoned vessels or property, or where no address was furnished by the owner/operator, the Port is not required to give the foregoing notice prior to securing or removing the vessel or personal property.

(B) Securing Vessels and Personal Property, Notice:

1. 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.

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

(a) The date and time the notice was attached.

(b) 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

(c) 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).

3. 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 addresses provided to the Port by the owner and/or operator.

(C) Recovery of Possession by owner/operator: The owner/operator of a vessel or personal property secured by the Port may recover possession as follows:

1. 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
2. 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
3. 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.

(D) Procedure for Public Sale: 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, provided, however, that no public sale of personal property except for delinquent non-payment of moorage shall occur for a period of one hundred eighty (180) days after abandonment occurs or notice to the owner of the securing of such property is given, whichever is later. Gear or other personal property belonging to or associated with a vessel which has been secured and is being held for public auction under Part II, Section 6 of this Ordinance shall not be subject to this extended 180 day holding period but may be sold at public auction along with such vessel. For all sales of vessels and other personal property under this Section 6, the Port adopts the procedures for notification, foreclosure and sale provided by Sections 87.172 through 87.206, Oregon Revised Statutes. 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

(E) Reservation of Other Rights and Remedies: 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.

**7. 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 his vessel seaworthy, fully operational, securely moored, and to otherwise attend to the needs of the vessel. Failure to so maintain and secure the vessel may result in the vessel being deemed a hazardous vessel and subject to removal in the manner provided in Part II, 8. of this ordinance.

Any costs incurred in such determination (i.e. marine survey, inspection costs, legal fees) shall be borne by the vessel owner and its operator.

(A) 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 Harbormaster to be necessary for the safety or protection of that vessel, vessels nearby, Port facilities, navigable waterways, or because the vessel is not in its assigned moorage location or has exceeded its authorized moorage time. If the harbormaster determines that such action is necessary, he shall give or attempt to give written or verbal notice to the vessel owner/operator at the registered address, of the need for services to the vessel.

(B) If a vessel owner/operator fails, within a reasonable period of time after receipt of notice, to provide services needed for the protection of his vessel or other vessels or property, or if the harbormaster is unable within a reasonable period of time to notify the owner or operator, the harbormaster 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 harbormaster determines in the exercise of his discretion may be needed.

(C) A fee, based upon the fee schedule in effect at the time of the service, shall be charged to the vessel owner/operator for each service the harbormaster 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 vessel owner and its operator, as well as the cost of any salvage services rendered by the Port.



(D) The authority granted to the harbormaster shall not create an obligation or duty requiring the harbormaster 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.

#### **8. REMOVAL OF HAZARDOUS VESSELS:**

(A) A hazardous vessel may immediately and without notice be moved by the Port, secured, placed in storage or removed from the moorage facilities whenever reasonably necessary for the protection and safety of the Port's property, other navigation vessels or the environment. All risk of loss or damage resulting from such movement shall be borne by the vessel owner and/or operator. All expenses incurred by the Port, including charges for salvage services, are for the account of the owner and/or operator. In the event the vessel is moved to another location or facility, the vessel, its owner and its 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.

(B) 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 the hazardous vessel, and (2) by personal delivery to the owner or by certified mail, return receipt requested, to the last address provided to the Port by the owner/operator. The same notice shall be given to the operator of a hazardous vessel if different from the owner.

(C) The Port shall make a reasonable effort to give a notice requesting removal prior to moving a hazardous vessel where a non-emergency situation exists, 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 requesting removal under this Part II, Section 8, shall be given as soon thereafter as practicable.

(D) 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.

(E) 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 the same shall be chargeable to the vessel owner/operator and/or the person lawfully in possession thereof and/or the person bringing the same upon the Port facilities.

**9. ABANDONED VESSELS OR PERSONAL PROPERTY:**

(A) Abandoned vessels may, at the option of the Port, be secured and sold at public auction as provided in Part II, Section 6, of this Ordinance.

(B) Abandoned personal property may, at the option of the Port, be secured, moved, placed in storage and sold at public auction as provided in Part II, Section 6 of this Ordinance provided, however, that no public sale of personal property shall occur for a period of one hundred eighty (180) days after abandonment occurs or notice to the owner of the securing of such property is given, whichever is later. Gear or other personal property belonging to or associated with a vessel which has been secured and is being held for public auction under Part II, Section 6 of this Ordinance shall not be subject to this extended 180 day holding period but may be sold at public auction along with such vessel.

**10. DENIAL OF MOORAGE:**

(A) The Port reserves the right to deny moorage if, in the discretion of the Harbormaster, said moorage would present a hazard to the safety of the harbor or the general public.

(B) The Port may deny moorage facilities or other services or equipment to any person or vessel delinquent in the payment of any authorized fee or charge.

(C) An owner/operator of a vessel 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 after the harbormaster has notified the owner/operator of the vessel that moorage or mooring facilities are denied.

(D) Notice of denial of the privilege to commence use of moorage, mooring facilities, services or equipment to a non-registered or registered vessel may be given by the harbormaster verbally or in writing, and shall be effective immediately. Notice relating to request for services and use of equipment shall be effective immediately. Verbal notice or written notice personally delivered to the owner/operator relating to the termination of the privilege to use moorage or mooring facilities 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 day following posting or mailing of such notice.

**11. TERMINATION OF MOORAGE FOR VIOLATION OF THIS 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:

(A) the vessel and/or its owner or operator has been in violation of any part of this ordinance classified as a Class A violation as defined and set forth by resolution of the Board of Commissioners of the Port of Newport, more than three times in a twelve (12) month period; or

(B) that the vessel and/or its Owner/Operator has been in violation of any part of this ordinance or any other ordinance of the Port of Newport and the violation is not corrected or ceased prior to expiration of a thirty (30) day notice period.

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 by owner or operator, and by posting a notice on the vessel. The notice shall state that moorage will be terminated and that the owner and/or operator have 30 days from the date of the notice to remove the vessel from the moorage facility unless the owner and/or operator satisfies to the General Manager that the owner and/or operator is either not in violation or has cured the violation and no similar violation occurred within the past 12 months, and the vessel owner and/or its 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 vessel has 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.

**12. SALE OF VESSEL:** Upon transfer of title of the vessel, the selling vessel owner shall notify the Port and pay any moorage or other charges due at that time. The Moorage License Agreement shall automatically terminate upon sale of the vessel unless it has been transferred to a vessel of equal length. (See Part II, Section 2(c. and d.)

**13. CUSTODIAL CARE OF VESSELS:** Subject to acceptance thereof by the Port of Newport, at such times and under such circumstances as vessels may be delivered into the custody of the Port of Newport or its officers, agents, and employees, acting on behalf of the Port, custodial charges shall be assessed against such vessel at such rate as set by the Port Commission from time to time by resolution, together with an additional amount equal to twice the transient moorage rate then in effect.

**14. MOORAGE FEES AND CHARGES:**

(A) There shall be two categories of moorage fees, Category A - Commercial Vessels, and Category B - Sport Vessels, and the schedule of moorage fees for each category shall be as established by the Board of Port Commissioners of the Port of Newport by resolution. The fee for moorage shall be paid in advance at the beginning of the term.

The Board of Port Commissioners shall establish by resolution from time to time charges for moorage and other services made available by the Port.

**PART III:  
RULES AND REGULATIONS RELATING TO HARBOR FACILITIES  
Applying at Port of Newport  
Commercial Docks,  
Newport Marina  
and other Port operated properties**

1. All vessels entering the Port area shall have have identification marked as required by law. Coast Guard documented vessels must display Coast Guard documentation numbers and the name of the boat on the hull.
2. Any person visiting or using the Port areas does so at his own risk. The Port is not responsible for loss or damage to property or persons within the Port area.
3. Vessel owner and its operator agree to indemnify and save the Port harmless from any loss or damage to personal property by fire, theft, or from any cause whatsoever and to indemnify and save the Port harmless from any and all liability for injury to or death of any person or persons or loss or damage to any property caused or occasioned by or arising out of the use of said Port's facilities by the vessel owners, operators, agents, employees or guests, except for the negligence of the Port.

The Port does not accept any liability for damages to property or injury or death of individuals caused by or resulting from persons, corporations, agents, or employees performing a service to a private vessel moored or located on Port property. The General Manager and Harbormaster 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.

4. Vessels moored in a Port facility 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) authorization has been obtained from the Harbormaster to effect repair rendering the vessel inoperable longer than thirty (30) days.

5. 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 Harbormaster.

6. 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 Harbormaster. Dock-affixed fendering shall consist only of materials approved by the Harbormaster and shall not include carpeting, rubber tires, fire hose or similar materials.

7. 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:

(A) The Port of Newport specifically does not guarantee continuity of electric service to any vessel, the characteristics of any service that is provided, or the characteristics of the vessel service circuit breaker.

(B) Use of electrical service shall be at vessel owner and its operator's own risk; Port shall not be liable for any damages caused or resulting from inadequate, excessive, or a surge in the electrical voltage or amperage.

(C) Vessel owner and its operator agree to indemnify, defend and hold Port harmless from any claims or damages arising out of or resulting from owner/operator's use of electrical service.

(D) No person shall permit or suffer the drawing of more voltage or amperage than posted at the point of connection.

(E) 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 people or to facilities or property of the Port.

(F) Vessel owner and its operator shall pay to Port all electrical charges based upon the fee schedule adopted by resolution by the Port Commission from time to time and in effect at the time.

B. Electrolysis: The Harbormaster of the Port of Newport, or his designee, shall be authorized to measure the electrical power leads to any vessel connected to the Port's electrical power outlets and disconnect the vessel if it does not meet the following criteria:

(A) The A.C. current in the two conductors of the 120 volt, single-phase power leads are equal.

(B) The A.C. currents in the three conductors of a 120V/208V-240V single-phase electrical circuit balance.

(C) The A.C. currents in the four conductors of a 120/208V-240V three-phase electrical circuit balance.

(D) No. A.C. electrical current is flowing in the ground wire.

(E) No D.C. electrical current is flowing in the ground wire or A.C. conductors.

(F) The ground wire is connected on board the vessel to the interface termination as required by the National Electrical Code.

(G) The 120 Volt A.C. single-phase receptacle socket and plug will be the industry standard, presently the 30 ampere twist lock set.

(H) 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.

(I) 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.

(J) Power plugs and sockets used for 120V/208V-240 volt single phase currents shall be sized for 50 ampere currents.

(K) Power plugs and sockets used for 120V/208V-240 volt three phase currents shall be sized for 50 ampere or greater currents.

(L) No vessel shall be wired to the Port's electrical system in any other manner than an approved power plug.

Any vessel in violation of the foregoing section 7 and section 8 shall be deemed hazardous and shall be subject to termination of moorage if owner/operator fails to correct or to demonstrate actions to correct the violation(s) within thirty (30) days after notification of the violation(s).

9. 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.

10. 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 such a manner that is capable of preventing pollution. For the purposes of this section, an acceptable water pollution control device is one which has been approved by the U.S. Coast Guard for this purpose.

11. The docks and Port properties are closed between dusk and dawn to the public, except authorized moorage holders, their agents or employees having business to tend to on the vessels. Authorization for public use of Port properties or facilities after dark must be obtained from the General Manager. Violators may be prosecuted for trespassing.

12. Any person utilizing Port properties shall obey all Port, Municipal, County, State and Federal regulations and laws, and generally accepted safety standards and requirements to insure that person's actions or vessel do not become a hazard to that person or other vessels, or persons, on Port facilities and Port properties. The Port retains the right to prevent, restrict, or suspend any activity deemed hazardous by the Harbormaster to that person or other vessels, or persons, on Port facilities and Port properties.

13. Consumption of alcoholic beverages or possession of open containers of alcoholic beverages, except on DLCC (Oregon Liquor Control Commission) licensed premises or private vessels, is prohibited. Using or possessing unlawful controlled substances on Port property is prohibited.

14. Vessel movement within the moorage area shall be in compliance with the posted speed limits, rules and regulations as determined by the Harbormaster. Use of water skis within the moorage area is prohibited. Use of jet skis within the moorage area is prohibited.

15. Fueling: No person shall fuel or cause to be fueled, a vehicle or watercraft on properties of the Port except at areas designated by the Fire Marshal and approved by the Port for that purpose.

(A) No person shall store or cause to be stored, any fuel for any vehicle or watercraft in or upon any vehicle or watercraft on or upon the Port properties or 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 it to ignite.

(B) Fueling shall be allowed at Port approved and designated facilities only, and is subject to fees as determined from time to time by the Port Commissioners and in accordance with other applicable agreements.

16. Combustibles: Combustible materials shall be stored in such 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.

(A) 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.

(B) No person may smoke on the fuel dock or on any other Port facility designated by the Manager and posted with no-smoking signs.

17. 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 of Newport, 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.

(A) It shall be the duty of the vessel owner and/or its operator to notify the Harbormaster of the Port of Newport not less than five (5) days prior to the arrival in port of any vessel carrying any such explosives or dangerous articles.

(B) No explosives or dangerous articles shall be handled at any dock, wharf, pier or other place within the harbor not previously approved by each of the following: the Harbormaster, Fire Chief of the City of Newport, and the Commissioners of the Port of Newport.

18. 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.

(A) 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.



(B) Vessel owners and 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.

19. No person may tap or interfere with any water outlet, waterpipe, water connection, telephone equipment, TV cable, electrical outlet or electrical device maintained or operated by the Port.

20. Placement of structures: No buildings or structures of any nature whatsoever shall be placed or constructed on Port properties or facilities without first obtaining written approval of the Port.

21. Vessel owners and operators or their designees shall be liable for any loss or damage to Port property created by their vessel, crew or guests.

22. Seafood product sale or purchase: No person shall set up buying stations or any other commercial activity without first obtaining a permit from the Port and without obtaining all licenses and permits required by law for such activities and paying all required fees in advance.

23. No person shall clean or process fish or shellfish on any walkways, wharves, docks, barges or piers owned, managed or otherwise controlled by the Port, except in facilities and equipment specifically designated and posted for that purpose by the Manager.

24. No person shall fish or crab on, about or from the walkways, wharves, docks, barges or piers owned, managed or otherwise controlled by the Port, except in areas specifically designated and posted for that purpose by the Manager. No person shall fish or crab in designated areas except during the hours of daylight, from one hour before sunrise to one hour after sunset. Moorage customers may fish from their own boats, solely at their own risk and liability. The Port shall not be liable for any damages caused or resulting from such activity. Any person engaging in such activity in designated areas shall promptly remove all equipment, gear or paraphernalia from said facility during hours of darkness.

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

26. No person having charge of or access to a vessel which is moored at or located upon Port property or 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 on the walkways, wharves, docks, barges or piers of the Port, except as specifically allowed at the RV Park at Newport Marina (See Part V of this ordinance).

(A) "Open flame device" means any stove, furnace, lamp, heater, fireplace 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.

(B) A vessel shall be considered "unattended" if no person having attained the age of twelve (12) years is physically present upon the boat or vessel.

(C) By mooring or placing such vessel upon Port properties, the Port shall be deemed to have been granted consent and permission to board any such boat or vessel which is reasonably believed to be in violation of this section and to extinguish any such open flame device and to take any action reasonably necessary in the course thereof.

27. No fireworks shall be allowed on any properties owned, managed or otherwise controlled by the Port, with the exception of pyrotechnic displays as specifically allowed by the Port Commission and the Fire Marshal.

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

29. Swimming, scuba diving, skin diving, snorkeling, and related activities are not allowed from or near to properties owned, managed or otherwise controlled by the Port, except when such activities are required for vessel maintenance. Marker flags are required at the location of such underwater maintenance activity.

30. 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, unless said vehicle or device is designed for and used by a physically handicapped person to ambulate shall not be permitted on the Port docks.

31. All vessel owner/operators, crew or guests using the Port area or its facilities for moorage or otherwise shall keep the pier or finger in the vicinity of the vessel neat, clean, orderly, and shipshape.

(A) No gear, materials, tackle, dock boxes, or other storage or debris shall be left on Port docks or other Port facilities, except as provided by this ordinance. Dock boxes are prohibited at the commercial docks. Dock boxes will be permitted at Newport Marina only with the specific authorization of the Harbormaster and their size, construction and placement on the dock must be approved by the Harbormaster.

(B) Steps and stairways shall be of a size and construction acceptable to the Harbormaster, and shall be marked with owner identification and boat 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.

(C) Gear and vessel equipment shall be stored only after having obtained a storage permit from the Port, and only in areas specifically designated by the Harbormaster and each item, or group of crab pots or similar fishing gear, shall bear an identifying mark as to the ownership of the property. (See Part III, #38, Lot Storage.) Any property left upon Port facilities without a storage permit shall be deemed abandoned and may immediately and without notice be moved, and may be placed in storage or sold 180 days after abandonment occurs or notice to owner of abandonment, whichever occurs later, under the procedure described in Part II, Section 9 of this ordinance or pursuant to ORS 87.152 to 87.202.

32. Any person using Port facilities or equipment shall comply with any verbal or written signs or communicatives, and with administrative and operational policies and procedures, issued or posted under the authority of the General Manager or Port Commission.

33. The Port reserves the right to inspect any of the rented or leased premises at any time. Failure to inspect shall not be deemed to create any responsibility upon the Port.

34. Welding, metal cutting and/or fabrication are prohibited on Port floating and fixed docks, wharves and walkways, except in designated areas and with the express permission of the Harbormaster. No person shall do any welding, metal cutting and/or fabrication in such a manner as to cause injury, harm, or damage to any person or property at or about the area of use, nor shall any person do any welding, metal cutting and/or fabrication unless using equipment which meets minimum safety requirements and having in his possession a fire extinguisher of the kind approved by the U.S. Coast Guard for use on a commercial vessel.

35. Sandblasting and spray painting are prohibited on Port docks, wharves and walkways. Sandblasting and spray painting may be permitted on other areas of the Port facilities with the express permission of the Harbormaster, when performed in designated areas for such activity.

36. Net Repair: Nets may be repaired on vessels and in specifically designated areas on Port property.

(A) The Harbormaster or his authorized agent must authorize any net repair on Port facilities unless the net repair is taking place on a vessel. All net repair must be done within the area and during the time period authorized by the Harbormaster.

(B) Net repair space will be allotted on an as-available basis.

(C) The Port shall not be liable for any loss or damage to nets being repaired on Port facilities.

(D) A fee, as set forth in the fee schedule in effect at the time, will be charged for lot space used for net repair.

37. Gear Repair:

(A) The Harbormaster or his authorized agent must authorize any gear repair on Port facilities unless the repair is taking place on a vessel. All gear repair on Port facilities must be done within the area and during the time period authorized by the Harbormaster.

(B) All gear being repaired on Port facilities must be marked with readily visible owner name, vessel name and documentation or registration number.

(C) Gear repair space will be allotted on an as-available basis.

(D) The Port shall not be liable for any loss or damage to gear being repaired on Port facilities.

38. Lot Storage: Subject to space availability, space may be made available to moorage holders for the purposes of short-term staging or long-term storage of working gear only such as net, crab pots, crab tanks and other similar commercial fisheries gear. Preference will be given to semi-annual or annual moorage agreement holders. Gear storage is subject to the following conditions:

(A) No gear shall be left on Port properties, including the hoist dock, without the written permission of the Port except pursuant to a completed and accepted Lot Storage Agreement. Notification to the Port of removal of gear is required. If notification of removal is not provided, storage charges will continue to accrue and shall be payable.

(B) Each item or group of crabpots stored at Port facilities shall be marked with a tag containing the name and number of the vessel to which the gear belongs. A single tag may be utilized for each group of crab pots or similar fishing gear if the tag specifies the number of crab pots or similar fishing gear included in the group. Gear shall be secured in a manner that facilitates movement by forklift.

(C) The Port does not provide security and disclaims any liability for lost, missing, or stolen fishing gear.

(D) Port equipment used for the movement or placement of gear may be operated by Port personnel only.



(E) The Port reserves the right to move stored property for better utilization of Port properties.

(F) Unidentified gear shall be deemed abandoned and may immediately and without notice be moved, and may be placed in storage and sold 180 days after abandonment occurs or notice to the owner of abandonment, whichever occurs later, under the procedure described in Part II, No. 9 of this ordinance or pursuant to ORS 87.152 to 87.202.

Impounded gear may be redeemed by:

(1) Presenting proof of ownership and;

(2) Payment of all fees or making arrangement with the Port for payment of all fees in the manner provided in Part II, No. 6. of this ordinance. %!

39. Service docks are not intended for use as moorage docks. Vessels may tie up at service docks while loading and unloading gear only for such period of time as is reasonably necessary to complete the loading or unloading operations.

40. Vessel Storage: No person shall store or leave in or out of the water, a vessel undergoing any major renovations for longer than 45 days without specific authorization from the Port. Vessel renovations are strictly prohibited at Newport Marina. This does not apply to vessels that have been temporarily disabled or that are undergoing routine maintenance and repair. No person shall store or leave a vessel not undergoing maintenance or repair on Port facilities for longer than 30 days. Any vessel maintenance shall be in designated areas only.

41. Hoist usage: No person may operate a Port owned hoist in such a manner that would cause injury, harm or hazard to any person or property at or about said hoist, nor operated in such a manner as to cause harm or damage to said hoist. Hoists with a lifting capacity in excess of 1,750 pounds shall be operated exclusively by Port personnel. The person or entity operating the hoist shall indemnify, defend and hold Port harmless from any claims, losses or damages caused by the operation of the hoist.

(A) Operators are responsible for safe operation and use of hoists and are required to visually inspect all gear and equipment prior to operation of hoists. Knowledge of hoist operation rests with the operator.

(B) Accidents, loss or damage are to be reported to Port personnel as soon as possible.

(C) Overload lifts, tampering with limit switches, double-blocking and/or rerigging of hoists are expressly forbidden. Any damage caused by the foregoing shall be the sole responsibility of the vessel owner/operator. Unrepaired damage or evidence of tampering shall result in termination of use of facility and the violator shall be subject to a

fine. Any person using the hoist facility when forbidden shall be deemed a trespasser and prosecuted as such.

(D) Upon completion of hoist work, hoist and control panels should be returned to their original position.

42. No person may operate a Port owned forklift except with specific approval of Port authorities, nor shall such forklift be operated in such a manner that would cause injury, harm or hazard to any person or property, nor operated in such a manner as to cause harm or damage to said forklift. Subject to availability, said forklift may be made available by the Port upon request at the risk of the person or entity requesting such services, who by the act of requesting such services shall indemnify, defend and hold the Port of Newport harmless against any claims, losses or damages caused by the operation of the forklift.

(A) Any person operating a Port owned forklift without specific approval of Port authorities shall be deemed a trespasser and prosecuted as such.

(B) If a forklift or other equipment other than Port owned equipment is to be used on Port properties, the Port must be notified of that intent in advance.

43. Parking/Traffic: Parking areas are for the use of customers and persons involved with the use of Port facilities. Parking shall be in areas designated and posted by the Port, conditional upon advance payment of any fees or charges as set forth in the fee schedule in effect at the time for said parking, and subject to space availability. Overnight vehicle camping is allowed on Port property only at the RV Park at Newport Marina.

Moorage License holders shall have the right to park one vehicle in the designated parking areas during the period that such moorage privileges are held and enjoyed. Express written permission must be obtained from the Port to park more than one vehicle. Such parking shall be permitted only upon display of the appropriate parking permit or sticker. All parking privileges shall be upon condition that the moorage license holder is not delinquent.

(A) Long-term parking (more than 72 hours) of a vehicle shall be by permit only and shall be only in such areas designated and posted by the Manager for long-term parking. All vehicles parked more than 72 hours must have and display the appropriate parking permit sticker, which may be applied for upon registration with the Port office. At the time of registration, permittee must provide the name and mailing address of the vehicle owner, along with personal identification. All vehicles parked in long-term parking must be under the control of persons working on a vessel. If a vehicle will be parked on Port property on a long-term basis, the owner is required to provide the Port with a contact person for the vehicle.

(B) No person shall stop, park or permit to remain an unattended motor vehicle on the walkway to Port Dock No. 5, for a period longer than 15 minutes without specific permission of Port authorities.

(C) No person shall stop, park or permit to remain a motor vehicle, in front of any launch ramp, walkway, or turnaround of the Port.

(D) No person shall stop, park or permit to remain a motor vehicle, in fire lanes, driveways, the gear storage area or any other area where parking is posted as prohibited.

(E) For the purposes of this ordinance, the term "vehicle" does not include boats, boat trailers or travel trailers or any other form of recreational vehicle (See Part I, Definitions). Boats are not allowed parking. Travel trailers shall not be parked at any time on Port properties, except in designated and posted areas at the Recreational Vehicle Park at Newport Marina. Boat trailers belonging to Port patrons only may be parked no longer than twenty-one (21) days at Newport Marina only after a permit has been obtained from the Marina office and only in specifically designated and posted areas. Permittee must provide the name and mailing address of the boat trailer owner, along with personal identification. Boat trailer parking is strictly prohibited at the Commercial docks.

(F) No person shall remain in or occupy any motor vehicle, trailer, camper or other vehicle while said vehicle is parked on Port properties except in designated and posted areas between the hours of 10:00 o'clock p.m. and 4:00 o'clock a.m. Tents are not allowed at any time on Port properties. Overnight parking is available for Port customers only in designated and posted areas.

(G) Operation of a motor vehicle on Port properties in excess of the posted speed limit or in a manner which creates a hazard to motor or foot traffic or property is prohibited.

(H) No person shall repair or dismantle any motor vehicle, boat trailer, or recreational vehicle that is parked on Port properties, except with the express authorization of the Harbormaster.

(I) Any vehicle parked in violation of this ordinance is subject to impoundment and may be towed from Port properties and stored at the owner's risk and expense thereof in the manner provided by ORS 98.805 to 98.818.

(J) The Port shall not be liable for loss or damage to vehicles parked on Port properties.

44. No person shall launch or remove a vessel from or on the Newport Marina launch ramp without prepayment of launch or removal fees.

45. No animal shall be allowed on Port properties or on Port docks unless said animal is on a leash and controlled by the owner, or on or in private property.

(A) Animals shall not be allowed on the docks 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 docks or properties.

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

(C) The Harbormaster shall be authorized to impound any animal in violation of this ordinance.

46. Regulation of signs: No person may write or post any written or printed matter in any place on Port properties, except upon bulletin boards designated for that purpose and only after obtaining permission from the General Manager.

#### PART IV: NEWPORT MARINA

The provisions of this part of this ordinance are applicable only to use of Newport Marina at South Beach.

1. **DEPOSITS:** All deposits will be charged according to the fee schedule in effect at the time of the deposit. Deposits are refundable if notice of cancellation is received three (3) or more days prior to the scheduled space reservation.

2. **FEES:** All fees will be charged according to the fee schedule currently in effect.

(A) **FAILURE TO REGISTER FEE:** A penalty fee will be charged to all vessel owners or operators moored in moorage area who do not register at the Newport Marina office. After regular office hours, registration shall be completed with Security personnel.

(B) **PARKING FEE:** A Moorage License Agreement holder is entitled to park one vehicle. A parking permit is required for additional or guest vehicles and a fee may be charged for the permit.

Specific deposits, fees, rates and charges are established by resolution of the Board of Commissioners of the Port of Newport and are subject to change from time to time.



3. **REGISTRATION:** All vessels remaining for a period of four (4) hours or more, whether moored or anchored, must be registered by owners or operators prior to the expiration of four (4) hours. Vessels will be subject to the daily moorage charges in effect at that time. Moorage charges shall be paid in advance. When the office is closed, registration shall be completed with Security personnel.

4. **UNREGISTERED VESSELS:** A vessel which remains at the Newport Marina dock and is unregistered for a period longer than one (1) day may be impounded pending settlement of all charges. A vessel which moors at Newport Marina, the owner of which is indebted to the Port for previous moorage, may be impounded immediately.

5. **LOT STORAGE:** Storage at Newport Marina is limited to short-term (season only) storage for crab pots and is subject to the conditions of storage as set forth in Part IV, Section 37 of this ordinance. The Port reserves the right to assign storage location.

6. **SERVICE DOCK:** The service dock is for short-term commercial boat repair only. A use permit is required. Moorage is not permitted at the Service Dock.

7. **LAUNCH RAMP:** No person shall launch or remove a vessel from the Marina launch ramp without prepayment of launch or removal fee. No stray or unattached trailers are permitted in the launch area. Boat trailers must be taken to the designated trailer parking area. Moorage is not permitted in the Launch Ramp area.

8. **PARKING:** Boat, boat trailer and recreational vehicle parking shall be by permit only and shall be in parking areas designated specifically for boats, boat trailers, and/or recreational vehicles.

(A) Boat trailers may be parked for no more than 72 hours unless a long-term boat trailer parking permit has been obtained from the Marina office. Long-term boat trailer parking permits shall not exceed thirty (30) days.

Violation of this regulation shall be cause for impoundment and/or removal of the vessel or vehicle in violation. Any costs incurred as a result of impoundment and/or removal and storage shall be at the sole expense of the vessel, boat trailer, or or recreational vehicle owner.

9. **DOCK USE:** Docks are for moorage patron use; crabbing and fishing may be done from their individual slips at the sole risk and liability of the moorage patron. Non-moorage patrons shall use the public fishing pier.

(A) No portion, including the bow sprit, of any vessel moored at the Marina may extend over the docks.

(B) All tie-up lines and hoses shall be kept neatly coiled when not in use.

(C) Docks and fingers shall be kept clear of unnecessary objects. Mooring lines shall not be tied across other moorage slips or walkways.

(D) Painting of hulls, etc., is not allowed. On board painting is acceptable.

(E) Children shall be attended at all times as required in Part IV of this ordinance.

(F) All pets shall be kept on a leash as required in Part IV of this ordinance.

**10. DISCHARGE OF SEWAGE:**

(A) Discharge of sewage from toilet facilities on boats while in the Marina is prohibited.

(B) Boat owners may be required to seal or render inoperable all on-board toilet facilities if a permit for live-aboard is granted.

**11. TELEPHONE SERVICE:** Boat owners wishing telephone service must make their own arrangements with Pioneer Telephone Company and pay costs of installation, disconnecting and service.

**12. SIGNS:** Posting of signs for the sale, charter or rental of boats moored in the Marina is subject to approval of the Harbormaster. Signs which are not in keeping with the purpose and policies established by the Marina may be removed at the sole discretion of the Harbormaster.

**13. BOAT MAINTENANCE:** Major repair work or outfitting, spray painting, sandblasting, welding or burning on boats is prohibited at the Marina without written authorization from the Harbormaster. Limited repairs and upkeep of boats are permitted upon authorization by the Harbormaster.

**14. GROUP REGISTRATION:** Subject to space availability, the Marina will accommodate organized or special groups of vessels, such as regattas, races, etc., under the terms and conditions set forth by Port policy.

**15. COMMERCIAL USE OF MARINA FACILITIES:** A permit, granted by the Port of Newport, is required for any commercial use of Marina facilities.

**PART V: NEWPORT MARINA RV PARK**

The provisions of this part of this Ordinance are applicable only to use of the Newport Marina RV Park.

1. **CONDITIONS OF ADMITTANCE AND OCCUPANCY:** The RV Park is for recreational vehicles only. It is not a mobile home park and may not be considered or used as a permanent address. Compliance with all rules and regulations is required.

RV space may be denied at the discretion of the Marina manager.

Newport Marina reserves the right to terminate upon written notice of intent. The right to remain is conditioned upon timely payment of space rental and compliance with all applicable rules and regulations as set forth by the Board of Commissioners of the Port of Newport and as required by law.

2. **REGISTRATION:** Park patrons shall register at the Marina office or with the Security Guard prior to parking.

3. **FEES:** All fees are payable in advance.

4. **PARKING:** Parking shall be in numbered areas assigned for overnight use only.

(A) One recreational vehicle (RV), plus one towing or towed vehicle, is allowed per assigned space. No boats or boat trailers are allowed in the RV spaces. Boat trailers are to be parked in the area designated for boat trailer parking and are subject to the requirements and fees for such parking.

(B) Tents are not allowed at any time.

5. **CHECKOUT TIME:** Checkout time of 12-noon is strictly enforced. RVs and/or motor vehicles which are found to be in violation of this regulation are subject to impoundment or removal and/or storage. Any and all costs incurred as a result of impoundment or removal and/or storage shall be borne by the RV or motor vehicle owner.

6. **DAMAGE LIABILITY:** The RV owner is held responsible for any damage caused by the owner or guests. Any and all costs connected with the damage or collection of payment for the damage shall be the responsibility of the owner. The Port assumes no responsibility for loss or damage to the RV or motor vehicle.

7. **COOKING DEVICES:** Only cooking devices meeting the standards or regulations of the Marina will be allowed.

8. **CAMPFIRES/OPEN FLAME:** No open campfires or open flame are permitted. Open fires and crab cookers are permitted in picnic bunkers only.

9. **WASTE DISPOSAL:** No discharge of water or sewage is allowed. Sewer hoses shall be properly elevated for drainage and have airtight connections and water hoses shall have airtight connections.
10. **REFUSE DISPOSAL:** Refuse shall be deposited in containers provided for that purpose. The RV spaces shall be kept free of debris.
11. **LAUNDRY:** Dryers are provided at the laundromat. No clothes lines or hanging clothes outside the RV are permitted.
12. **PET CONTROL:** All pets shall be on a leash and under owner control. Pets may not be left on a leash or tether outside the RV when the owner is not present. No doghouses are allowed. Pets are not allowed in the restroom or shower facilities at any time.
13. **CHILDREN:** Children shall be supervised by parents or a responsible adult.
14. **SPEED LIMIT:** The speed limit for all traffic in the RV area is 10 mph.
15. **QUIET HOURS:** Quiet hours are from 10 p.m. to 9 a.m. and are strictly enforced.

#### **PART VI: ENFORCEMENT**

(A) The General Manager shall have the power and duty to enforce the provisions of this ordinance by written or verbal instructions, rules or regulations in the manner set by resolution of the Board of Commissioners of the Port of Newport and in accordance with ORS 777.190.

(B) The General Manager may request persons violating these regulations to leave the Port areas and/or obtain the assistance of law officers to protect property, lives or preserve the peace.

(C) Violation of this ordinance shall, as specifically set forth in Part II, Section 11 of this ordinance, be grounds for immediate termination of any moorage license, contract or agreement entered into after the effective date hereof.

Further, except as provided herein, any person violating the rules and regulations herein or any regulation adopted by the Board of Commissioners of the Port of Newport in accordance with ORS 777.120 or ORS 777.190 shall be guilty of an infraction and upon conviction shall be punished by a fine for each violation in the amount set forth by resolution of the Board of Commissioners of the Port of Newport.



(E) Ordinances, resolutions, rules and regulations of the Port may be enforced by any peace officer of the State of Oregon, County of Lincoln, City of Newport, or Port of Newport.

(F) District Court Jurisdiction: The District Court of Lincoln County, Oregon, shall have jurisdiction for all offenses set out in this ordinance.

(G) Citations - Method, content, penalty for failure to appear - applying in any instance when a person is subject to arrest for violation of a Port of Newport Ordinance and:

1. The arrest is made without a warrant pursuant to ORS 133.310 (1)(a) and (b) or
2. The District Court Judge before whom a complaint is filed authorizes it.
3. A police officer in lieu of taking a person into custody for violation of a Port of Newport Ordinance may issue and serve a citation to the person to appear at the court of the District Court Judge for Lincoln County.
4. The person cited to appear shall appear before the District Court Judge at the time and date and place specified in the citation and said appearance date shall not be later than two weeks from the date the citation was issued.
5. If the cited person willfully fails to appear at the time, date, and place specified in the citation, such failure to appear shall constitute a misdemeanor, and upon conviction, shall be subject to a fine not more than \$1,000, and 80 days in jail, or both.
6. The manner of service of citation and the content of citation shall be as set forth by Oregon law.
7. Bail: The Port Commission shall establish by resolution from time to time the bail amounts for citation alleging violation(s) of this ordinance.

This ordinance being necessary for the peace, health, safety and welfare of the users of the Port of Newport facilities and for the financial welfare of the Port of Newport, an emergency is declared to exist and this ordinance shall be in full force and effect upon its passage by the Board of Commissioners of the Port of Newport.

This Ordinance adopted this 22 day of January, 1991 by the Board of Commissioners of the Port of Newport.

Rhonda Hamstreet  
President

Attest:

Tom Coffield  
Secretary