

Board of Commissioners

Robert Stevens – Chairman
Frank Spence – Vice-Chair
Tim Hill – Secretary
James Campbell – Treasurer
Dirk Rohne – Assistant Secretary/Treasurer

422 Gateway Ave, Suite 100
Astoria, OR 97103
Phone: (503) 741-3300
Fax: (503) 741-3345
www.portofastoria.com

Workshop Session

January 23, 2024 at 4:00 PM
10 Pier 1, Suite 209

The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting by calling the Port of Astoria at (503) 741-3300.

*This meeting will also be accessible via Zoom. Please see page 2 for login instructions.

Agenda

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. CHANGES/ADDITIONS TO THE AGENDA
5. PUBLIC COMMENT:
This is an opportunity to speak to the Commission for 3 minutes regarding any topic. In person, those wishing to speak must fill out a public comment form. Those participating via Zoom may raise their hands during the public comment period.
6. PRESENTATION:
 - a. Audit Results Presentation – Talbot, Korvola & Warwick, LLP
 - b. Pier 2 West Update – Bergerson Construction
7. ACTION:
 - a. MSRC – West Basin Moorage Agreement..... 3
8. COMMISSION COMMENTS
9. EXECUTIVE DIRECTOR COMMENTS
10. UPCOMING MEETING DATES:
 - a. Regular Session – February 6, 2024 at 4:00 PM
 - b. Workshop Session – February 20, 2024 at 4:00 PM
11. ADJOURN

Please Note:

Agenda packets are available online at: <https://www.portofastoria.com/CommissionMeetings/AgendaMinutes.aspx>

Please allow time for the normal posting procedure for agendas and meeting packets.



Board of Commissioners

HOW TO JOIN THE ZOOM MEETING:

Online: Direct link: <https://us02web.zoom.us/j/86905881635?pwd=amhtTTBFcE9NUElxNy9hYTZFPQTizQT09>
Or go to [Zoom.us/join](https://zoom.us/join) and enter Meeting ID: 869 0588 1635, Passcode: 422

Dial In: (669) 900-6833, Meeting ID: 869 0588 1635, Passcode: 422

This meeting is accessible to persons with disabilities or persons who wish to attend but do not have computer access or cell phone access. If you require special accommodations, please contact the Port of Astoria at least 48 hours prior to the meeting by calling [\(503\) 741-3300](tel:5037413300) or via email at admin@portofastoria.com.

East Mooring Basin

West Mooring Basin



#10 Pier 1 Suite 102 Astoria, Oregon 97103
503-325-8279

Moorage License Agreement

Moorage License Type: Per Agreement

Slip Number: T- Dock (1 of 3)

Boat Name: Western Gull

Owner/Operator: Marine Spill Response Corp. **Boat Mfg:** JBF

Address: 1330 Industry Street

OAL Length: 73' **Beam:**20' **Draft:** 5'9"

Everett, Wa 98203

Documentation/Registration #686169

E-Mail: [REDACTED]

Home Port: Seattle, WA

Telephone: [REDACTED]

Type: Commercial

Business/Employer: N/A

Vessel Type: Inboard - Diesel

Address: N/A

Legal Owner (If other than name on left)

Name: NA

Business Telephone: N/A.

Address: NA

Corporate EIN #:62-1437621

Insurance Agent: Aon

Drivers License #:N/A

Telephone #: _____

Insurance Policy #:ON FILE

Last Marina (for reference):NA

Liability Coverage: ON FILE

Phone #: N/A

Policy Expires: ON FILE

In case of Emergency Please Notify :(When Owner/Operator is away and can not be reached)

Name: Kevin Duff **Telephone:** [REDACTED]

Name: Jason Hulti **Telephone:** [REDACTED]

This Moorage License Agreement is subject to the terms and conditions set forth on the reverse side of this document and to the terms of Port of Astoria Ordinance 99-01, including any amendments thereto. The Port of Astoria assumes no responsibility or liability for protection of the vessel or its equipment or for injury to Owner/Operator or the family, employees, or invitees of the Owner/Operator.

A Copy of Ordinance 99-01 is available at the Port or Marina offices. Permission to "Live-Aboard" must be specifically authorized in writing by the Port of Astoria Mooring Basin by separate agreement.

Owner/Operator: Kris Cain for MSRC

Date: 1/15/24

Port of Astoria: _____

Date: _____

Terms: Net 30. A Late charge of \$1.00 or 1.5 percent (18.0 percent per annum), whichever is greater, will apply to any Past-due amounts of \$10.00 or more.

East Mooring Basin

West Mooring Basin



#10 Pier 1 Suite 102 Astoria, Oregon 97103
503-325-8279

Moorage License Agreement

Moorage License Type: Per Agreement

Slip Number: T- Dock (2 of 3)

Boat Name: Ocean Protector

Owner/Operator: Marine Spill Response Corp.

Boat Mfg: Rozema Boat Works

Address: 1330 Industry Street

OAL Length: 71' **Beam:**21' **Draft:** 5'

Everett, Wa 98203

Documentation/Registration #686169

E-Mail: [REDACTED]

Home Port: Astoria, OR

Telephone: [REDACTED]

Type: Commercial

Business/Employer: N/A

Vessel Type: Inboard - Diesel

Address: N/A

Legal Owner (If other than name on left)

Name: NA

Business Telephone: N/A.

Address: NA

Corporate EIN #:62-1437621

Insurance Agent: Aon

Drivers License #:N/A

Telephone #: _____

Insurance Policy #:ON FILE

Last Marina (for reference):NA

Liability Coverage: ON FILE

Phone #: N/A

Policy Expires: ON FILE

In case of Emergency Please Notify :(When Owner/Operator is away and can not be reached)

Name: Kevin Duff **Telephone:** [REDACTED]

Name: Jason Hulti **Telephone:** [REDACTED]

This Moorage License Agreement is subject to the terms and conditions set forth on the reverse side of this document and to the terms of Port of Astoria Ordinance 99-01, including any amendments thereto. The Port of Astoria assumes no responsibility or liability for protection of the vessel or its equipment or for injury to Owner/Operator or the family, employees, or invitees of the Owner/Operator.

A Copy of Ordinance 99-01 is available at the Port or Marina offices. Permission to "Live-Aboard" must be specifically authorized in writing by the Port of Astoria Mooring Basin by separate agreement.

Owner/Operator: Kris Cain for MSRC

Date: 1/15/24

Port of Astoria: _____

Date: _____

Terms: Net 30. A Late charge of \$1.00 or 1.5 percent (18.0 percent per annum), whichever is greater, will apply to any Past-due amounts of \$10.00 or more.

East Mooring Basin

West Mooring Basin



#10 Pier 1 Suite 102 Astoria, Oregon 97103
503-325-8279

Moorage License Agreement

Moorage License Type: Per Agreement

Slip Number: T- Dock (3 of 3)

Boat Name: Scoter

Owner/Operator: Marine Spill Response Corp.

Boat Mfg: Kvichak

Address: 1330 Industry Street

OAL Length: 36' **Beam:**12' **Draft:** 5'

Everett, Wa 98203

Documentation/Registration #993174

E-Mail: [REDACTED]

Home Port: Seattle, WA

Telephone: [REDACTED]

Type: Commercial

Business/Employer: N/A

Vessel Type: Inboard - Diesel

Address: N/A

Legal Owner (If other than name on left)

Name: N/A

Business Telephone: N/A

Address: N/A

Corporate EIN #:62-1437621

Insurance Agent: Aon – Kelly Bryant

Drivers License #:N/A

Telephone #:4001-375-0015

Insurance Policy #:ON FILE

Last Marina (for reference):NA

Liability Coverage: ON FILE

Phone #: N/A

Policy Expires: ON FILE

In case of Emergency Please Notify :

Name: Kevin Duff **Telephone:** [REDACTED]

Name: Jason Hulti **Telephone:** [REDACTED]

This Moorage License Agreement is subject to the terms and conditions set forth on the reverse side of this document and to the terms of Port of Astoria Ordinance 99-01, including any amendments thereto. The Port of Astoria assumes no responsibility or liability for protection of the vessel or its equipment or for injury to Owner/Operator or the family, employees, or invitees of the Owner/Operator.

A Copy of Ordinance 99-01 is available at the Port or Marina offices. Permission to "Live-Aboard" must be specifically authorized in writing by the Port of Astoria Mooring Basin by separate agreement.

Owner/Operator: Kris Cori for MSRC

Date: 1/15/24

Port of Astoria: _____

Date: _____

Terms: Net 30. A Late charge of \$1.00 or 1.5 percent (18.0 percent per annum), whichever is greater, will apply to any Past-due amounts of \$10.00 or more.

PORT OF ASTORIA MOORAGE AGREEMENT

General Terms and Conditions

1. MOORAGE OR STORAGE SPACE. The Port of Astoria ("Port") grants to the designated Owner/Operator (hereinafter "Licensee") a license for moorage of the designated vessels in the moorage space identified on the face page of this License Agreement. This License Agreement shall also be applicable, when appropriate, to designated lot storage. The Port reserves the right, in its sole discretion, to temporarily assign Licensee's vessels to other moorage space in the Port's facilities to accommodate repairs, improvements, maintenance or emergencies.

2. CHARGES. For the moorage space and other services received from the Port, Licensee agrees to pay when due the fees and charges as established by the Port from time to time. Moorage charges are payable in advance. The Port shall also be entitled to recover from Licensee and/or the vessel all costs, expenses or attorneys fees incurred in collection of sums due whether or not suit is filed, or incurred in salvage, termination, removal or sale of vessels or personal property pursuant to this License Agreement or the Port's ordinances.

3. ELECTRICITY. The Port does not guarantee the continuity or characteristics of electrical service or its compatibility with the boat's electrical circuit protector, if any. Use of electrical services is at Licensee's own risk. The Port shall not be liable for any damages caused by Licensee's use of electrical services.

4. COMPLIANCE WITH LAWS, RULES, AND REGULATIONS.

a) The Port has issued and may continue to issue such rules and regulations for the harbor area as the Port in its judgment deems reasonable and necessary. Licensee agrees to comply with all applicable federal, state and local laws, statutes and ordinances, and all rules, regulations, procedures and special instructions issued by the Port and the Harbormaster or its agents. Licensee must be familiar with all rules and regulations regularly issued by the Port. Copies of all rules and use ordinances are available at Port offices.

b) Notwithstanding section 4(a) above, should any conflict or inconsistency arise between the terms of this License Agreement and rules and regulations of the Port, including without limitation Ordinance No. 99-01, unless prohibited by state or federal law the terms of this License Agreement shall control.

5. VESSEL ACCESS. Licensee grants the Port, with 24-hour notice, access to the vessels for purposes of inspection for compliance with this License Agreement or Port ordinances, except that in emergency situations such as movement of the vessel, fighting a fire or other casualty or, in the discretion of the vessel, preventing any casualty or potential hazard, access shall be provided with notice to Licensee as soon as practicable. The Port and its agent(s) will not assume any responsibility for damage done to or by the vessels, their equipment or contents in asserting the foregoing rights, except if such damage is attributable to the negligence of the Port.

6. CONDITION OF MOORAGE SPACE. Licensee has inspected the moorage space and adjacent premises and accepts them in their present condition. Licensee agrees to keep the assigned moorage space neat, clean, free from flammable substances and all encumbrances to facilitate access and will preserve the space in as good condition and repair as the same now is or may hereafter be put by the Port, normal wear and tear excepted.

7. CONDITION OF VESSEL. Licensee agrees to keep vessels completely seaworthy, fully operational and securely moored, and shall otherwise attend to the needs of the vessel. Failure to maintain

and secure the vessel may result in it being deemed a hazardous vessel and subject to removal in the manner provided by Port ordinance. The cost of such removal shall be charged to Licensee. Nothing contained herein shall be construed as creating any obligation on the part of the Port for the vessel's safekeeping.

8. WAIVER OF RESPONSIBILITY. The liability and obligation of the Port is limited to furnishing that portion of a slip or premises reasonably necessary for Licensee's moorage use. The Port does not accept the boat for storage, shall not be responsible for or liable in any manner for the safekeeping or condition of the same, and is not responsible therefor as a bailee or warehouseman. The Port shall not be responsible or liable for any damage or loss to, or theft of, the vessel or upon premises of the Port, from any cause whatsoever, or for injury to Licensee, his employees, agents or invitees upon Port premises or adjacent hereto, except for any loss, damage or injury caused by the negligence of the Port. Licensee shall indemnify and hold the Port harmless from any loss, damage or injury resulting from the acts or omissions of Licensee, his employees, agents or invitees.

9. ASSIGNMENT, TRANSFER, SUBLEASING PROHIBITED. This moorage license is not transferable. Licensee shall not add, sublet or otherwise transfer any interest in this license or the moorage space. This License Agreement is valid only for the specified vessel(s). Licensees shall notify the Port within ten (10) days of the sale of Licensee's vessel, including the name and address of the purchaser, if said information is not defined as confidential within the vessel sales agreement. Sale of a vessel covered by this License Agreement transfers no right or privileges to this License Agreement nor does it guarantee issuance of a new moorage license for the new owner.

10. MOORAGE TERM, RENEWAL AND TERMINATION. Notwithstanding anything to the contrary in Ordinance 99-01, for additional consideration mutually acknowledged by them, the parties agree to the additional rights and obligations described in Attachment A to this License Agreement, which is attached and incorporated herein by this reference. Vessels remaining on Port premises after expiration or termination of License Agreement may be deemed abandoned. The Port may terminate this License Agreement for violation of Ordinance 99-01, subject to the exceptions expressly stated herein. Termination of this License Agreement shall apply to any vessel Licensee owns.

11. PORT'S RIGHTS UPON NONPAYMENT OR ABANDONMENT. In the event moorage charges or any other charges due to the Port become delinquent [i.e., failure to register and prepay moorage within six (6) hours of arrival or expiration of prior transient license], or if the vessel is deemed abandoned, the Port shall provide a minimum of thirty (30) days' notice to Licensee demanding that Licensee cure the delinquency. If Licensee fails to cure the delinquency within the 30 day notice period, this License Agreement shall terminate and the Licensee shall remove any and all vessels from the moorage spaces.

12. NON-WAIVER. Nothing contained in this Agreement shall be construed as a waiver by the Port of any rights and privileges existing under any law, statute or ordinance which the Port may have against Licensee or Licensee's boat. Nothing contained herein shall constitute a waiver by the Port of its right to arrest any vessel to enforce a maritime lien under federal law nor a waiver of any other right or remedy under the laws of the State of Oregon.

13. CHANGE OF ADDRESS. Licensee is responsible for notifying the Port of all address changes. All billings and notices shall be deemed properly mailed to Licensee when mailed to the last address provided to the Port in writing by Licensee.

Subject to Section 4(b) of this Moorage Agreement, Licensee's use of Port facilities is subject to additional rules, term and conditions on Ordinance 99-01, and such additional regulations issued by the Port. A copy of Ordinance 99-01 is available at Port offices.

MOORAGE LICENSE AGREEMENT

ATTACHMENT A

WHEREAS Marine Spill Response Corporation (“MSRC”) has invested capital into electrical and dock infrastructure on T-dock in the Port of Astoria’s West Mooring Basin (“WMB”); and

WHEREAS the existing Moorage License Agreement (“MLA”) which governs moorage in the WMB does not provide for terms beyond one year; and

WHEREAS the Port of Astoria (“Port”) wishes to enter into a long-term agreement which outlines concessions commensurate with MSRC’s investment into T-dock infrastructure;

The Parties hereby agree to the following additional terms and conditions:

1. **Section 1 – Moorage or Storage Space:** The Port reserves the right, in its sole discretion, to temporarily assign Licensee’s vessels to other moorage space in the Port’s facilities to accommodate repairs, improvements, maintenance or emergencies. Any such temporary assignment shall not exceed forty-five (45) days. Excluding the need to temporarily relocate Licensee’s vessels for reasons mentioned above, Licensee shall have exclusive use of the 210 linear feet of moorage space shown in Exhibit 2 below.
2. **Section 2 – Charges:** Moorage rates for this MLA shall be governed by the non-commercial monthly moorage rates established by the Port from time to time.
3. **Section 3 - Electricity:**
 - a. At Licensee’s sole expense, Licensee shall cause to be installed at Licensee’s assigned moorage spaces the electrical infrastructure required for Licensee’s vessel operations, per the drawing and description set forth in Exhibit 1 to this Attachment. The Port’s approval for such installation is provided in Tenant Improvement Permit #0066 granted by the Port to Licensee.
 - b. The annual electrical rate base charge for Commercial and Recreational Licensee’s, billed monthly, will be waived for Licensee due to the installation provided in section a. above. Actual electrical usage costs will be paid by Licensee.
 - c. Upon Licensee’s termination of this License Agreement, Licensee may, at their sole discretion, either remove the electrical infrastructure installed by Licensee, or abandon it as the property of the Port.
4. **Section 9 – Assignment, Transfer, Subleasing Prohibited:** This License Agreement is valid only for the following specified vessels. MSRC reserves the right to substitute other vessels in support of its operations. Any substituted vessel must be approved by Port and approval shall not be unreasonably withheld. At the date of MLA signing, MSRC and Port have agreed to moorage for the following vessels:
 - i. Ocean Protector – 71’ LOA
 - ii. Western Gull – 73’ LOA
 - iii. Scoter – 36’ LOA
5. **Section 10 – Moorage Term, Renewal and Termination:** The initial term of this License Agreement shall be five (5) years. Unless Licensee provides a minimum of thirty (30) days’ notice to Port of Licensee’s intention not to renew, the License Agreement shall automatically renew for one additional five (5) year period. Notwithstanding anything to the contrary in Ordinance 99-

- 01, Licensee may terminate this License Agreement, or remove one or more vessels, during either the initial term or the renewal term without any further financial obligation to the Port after providing the Port with at least ninety (90) days' prior written notice of termination.
6. In the event of any conflict among the Moorage License Agreement, the General Terms and Conditions, and/or this Attachment A, Attachment A shall first control, and then the General Terms and Conditions.

Exhibit 1 Electrical As-builts

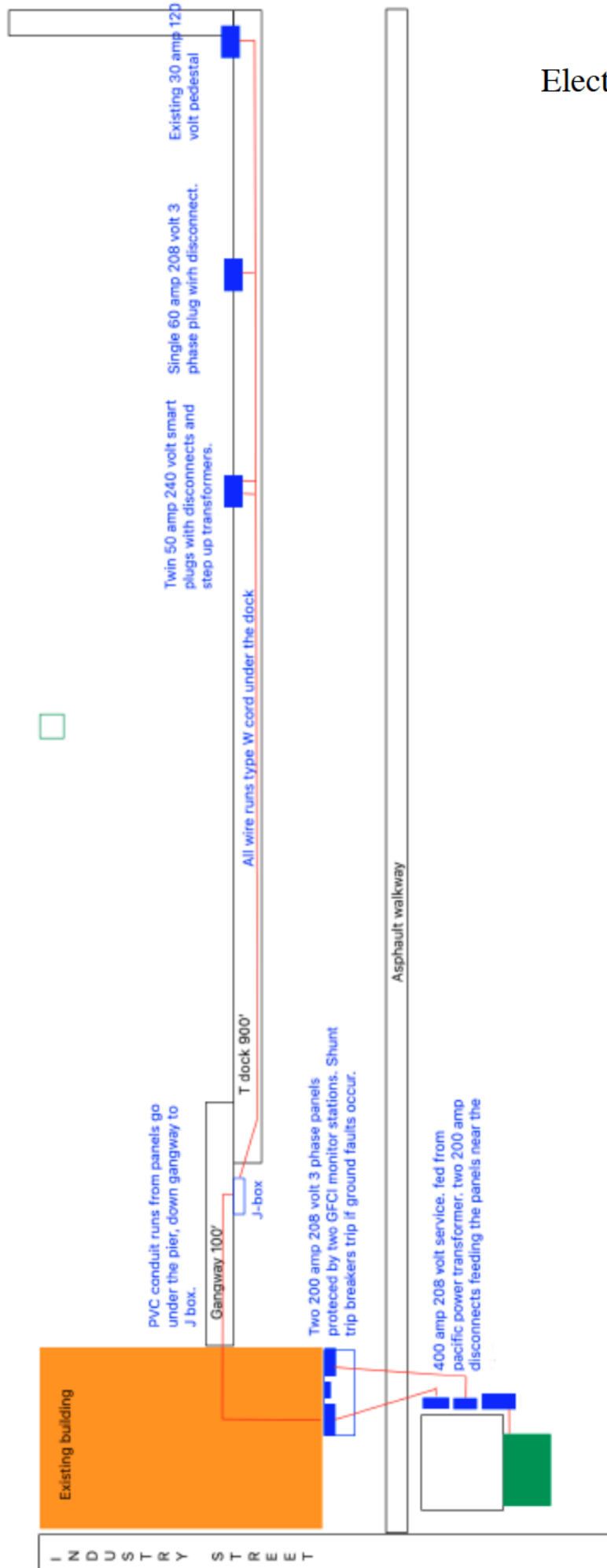


Exhibit 2: Moorage Space

