

# **ONOVILLE MARINA**

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## **Local Law # 13-2000**

### **County of Cattaraugus, New York**

#### **Pursuant to Sections 215 of the County Law and Section 10 of the Municipal Home Rule Law**

#### **A Local Law Establishing Rules and Regulations for the Onoville Marina Park Recreation Area**

#### **BE IT ENACTED by the Legislature of the County of Cattaraugus as follows:**

Section 1. Legislative Intent. It is the intent of the Cattaraugus County Legislature to establish rules and regulations for the Onoville Marina Park Recreation Area, which area includes the camping area, parking area, the dock area and bay area either owned or leased by the County of Cattaraugus.

All rules and regulations outlined herein apply equally to all water craft, motor vehicles, camping units and to their owners, the owners' representatives, the owners' contractors and to the general public using the recreation area.

Section 2. Definitions. Whenever used in this local law, the following terms shall have the meaning expressly set forth in this section, unless otherwise specified:

- 2.1 Agreement - the terms of this local law, the Onoville Marina Park Master Slip/Rental Agreement, the Marina Rules and Regulations, and the Short Form Slip/Mooring Space Agreement, all between the Marina and the owner.
- 2.2 County - Cattaraugus County and its employees of the Onoville Marina Park
- 2.3 Marina - The Onoville Marina Park Recreation Area operated by Cattaraugus County
- 2.4 Owner - the vessel owner, its agent or representative
- 2.5 Reservoir - the Kinzua Reservoir of the Allegheny River
- 2.6 Vessel - the owners boats for which the Marina provides dockage, mooring and/or parking space.

#### Section 3. Rules and Regulations.

3.1 Admission, Registration, Slip Assignment & Termination. Only vessels in good and seaworthy condition will be admitted into the facility. Owners will not change slips without prior written approval of the County.

3.1.1 Criteria for admission. To be admitted the owners vessel shall be:

- .1 Registered or documented, marked and maintained as required by law and safe practices.
- .2 The County may request an initial and subsequent inspection by Marina employees and / or other appropriate agencies to ascertain the maintenance of proper health and safety conditions and appearance, including but not limited to : operational engine(s); size; condition, number and length of dock lines and cleats; adequate fendering to protect marinas docks; condition and appearance of exterior portion of the vessel; odor, condition of bilge's and bilge pump(s); condition of fuel tanks, marine head facilities and plumbing, etc.

.2 (a) All vessels shall have adequate electrical or mechanical, permanently installed bilge pumps in constant state of readiness. Switches should be labeled and placed where they can be readily seen, preferably near the helm.

.2 (b) The Owner shall comply with State and Federal laws and regulations concerning the stowage and disposal of human waste. All boaters are prohibited from discharging raw sewage into the waters of the Marina or Reservoir. All

into the holding tank shall be secured to prevent over-board discharge into Marina waters. The Marina will make a pumpout facility available to the boaters at a reasonable fee. Owner is encouraged to use Marina restrooms in lieu of on-board facilities when in Marina waters.

.3 Termination. This agreement may be terminated by the marina and the vessel ordered to vacate the space being occupied for violation(s) of any Federal, State Laws or Rule and / or Regulation(s) of the Marina.

3.2 Dockage / Moorage Charges and Vessel Measurement. Dock and moorage charges will be calculated by multiplying the appropriate rate by the measured length of the vessel or by a minimum length as detailed in the current fee schedule.

3.2.1 Determination of vessel length.

.1 Boats will be measured by the Marina employees from the bow extremity to the stern extremity along a straight line parallel with the water. Extensions not integral with the hull, such as pulpits, bow sprits, swim platforms and outboards will not be included in the measurement.

.2 The County may elect to use registered or documented length as basis for charges. Any question of length will be settled by measurement.

3.3 Advertising, Soliciting and Commercial Use.

3.3.1 Advertising or soliciting shall not be permitted except in those areas designated for such and approved by the County. Advertising for the sale of the Owner's vessel shall be limited to a single 8 1/2" by 11" sign appropriately placed in the vessel.

3.3.2 Watercraft docked, moored, or parked at the Marina shall not be used for commercial purposes .

3.3.3 The use of the property or any improvements thereon for private revenue or commercial purposes is prohibited unless a concession contract is entered into with the Cattaraugus County Legislature or a Special Use Permit is issued by the Cattaraugus County Commissioner of Public Works and the Recreation Area Manager.

3.4 Extended Cruises and Slip Assignment

3.4.1 All vessels under contract are expected to be in the water by June 15th. After this date, should the Owner not have his/her vessel in the water or when the Owner expects to vacate his / her slip for more than one week he / she shall notify the County in advance. The County may lease slip to other persons during the period of vacancy. The Owner will not sublease, loan and/or lend his/her leased slip. Transfer of vessels between slips is not allowed without prior written consent of the County. To insure slip availability upon return, the Owner agrees to notify the County, in writing prior to departure, of the date and expected time of return and confirm 24 hours prior to return. Seasonal dock assignments shall be made in accordance with the Marina's Dock Assignment Policy.

3.5 Conduct. The Owner and Owner's guests, for whom the Owner is responsible, agrees to conduct himself/herself at all times while at the Marina so as to create no annoyance, hazard, or nuisance to the Marina or to other vessels or Marina patrons and guests.

3.5.1 The Owner and Owner's guests will keep noise to a minimum at all times, and will use discretion in operating engines, generators, radios and television sets. Power tools may be used only when such use does not constitute a nuisance. Any work or other activities that are a nuisance to others will not be permitted. Quiet hours are to be maintained between the hours of 10:00 PM and 8:00 AM.

3.5.2 Pets are permitted at the Marina only if they are kept on a leash not exceeding 6 feet in length while in marina public areas, and not a nuisance. Dogs shall have a current tag showing vaccination against the rabies virus. Owners are responsible for the actions of their pets. The County may require the Owner or the Owner's guests to vacate the premises if the Owner's pet, or the pet of Owner's guests, creates a nuisance. Examples of nuisance behavior include, but are not limited to: toileting on Marina property or property of others, (unless owner removes all traces of waste material and disposes of them in a closed container placed in a trash container): noise, threatening demeanor, running at large (not on a leash). Pets may not be tied on docks, walks or land or left unattended at any time.

3.5.3 Fishing is not permitted from the docks and/or slips. The Owner may fish from his/her vessel only if the activity does not disturb other guests or damage or foul the property of others and if the equipment, catch, residual are contained entirely on the owner's vessel. The cleaning of fish on the docks or finger piers is prohibited.

3.5.4 Swimming and/or diving is not permitted in the waters of the marina.

3.5.5 The Owner agrees to hang no laundry, towels, bathing suits or other items above decks on his/her vessel or on docks and finger piers of the marina.

3.5.6 Rigging shall be secured to prevent undue noise.

3.5.7 Firearms, loaded or unloaded, will not be displayed topside or on Marina property.

3.5.8 Bicycles, motorcycles, mopeds and motor scooter riding, skating and skate boarding on the docks, launch ramp, or in front of the restrooms is prohibited. These items may not be stored on the docks.

produce proof of insurance in accordance with these regulations prior to working on any vessel and/or camping unit at Onoville Marina. The Owner shall pay at the daily rate for electricity used by the Owner's contractor unless the contractor uses the electrical service for which the owner has paid in advance.

3.7 Emergencies. The Owner agrees to maintain his/her vessel and/or camping unit in a state of readiness for movement in case of fire or evacuation. The Owner will notify the Marina if propulsion machinery is inoperative and will remain so for more than 48 hours, and will advise of action being taken to restore machinery to operable condition. In an emergency the County reserves the right, but not the responsibility, to take such action as necessary and prudent to safeguard the Owner's camping unit, vessels and adjacent vessels and property of the County. The Owner shall pay the County for all services rendered on behalf of the Owner and Owner's vessel and/or camping unit in an emergency situation. This includes charges for Marina staff and materials and costs of hiring a contractor to move or remove the vessel and/or camping unit and to make any repairs required to make the vessel and/or camping unit safe and free from defects which may endanger life, property or the natural environment.

3.8 Fire, Fueling and dangerous conditions.

3.8.1 Open fires of any type are not permitted on the docks or on vessels tied to the docks. The use of charcoal burners, gas welders, gas torches, gas grills or any open flame producing equipment is prohibited. Cooking aboard vessels is permitted if alcohol, electric, propane or CNG is used, unless otherwise prohibited by fire regulations or the U.S. Coast Guard. The fueling of vessels is permitted only at the Onoville Marina fuel dock. Fuels shall be stored only in tanks integral to the vessel, or are of a direct hook-up marine type. The Owner agrees to refuel his/her vessel only at the Onoville Marina Fuel Dock or off premises. Owner may bring nominal amounts of fuel into the facility in direct hook up tanks as provided with outboard motors as original equipment.

3.8.2 Fueling operations. Any discharge of fuel into the waters of the Marina, is prohibited by law and this ordinance. Vessel owner is responsible for assuring that his/her vessel does not discharge, either by venting or by overflowing the filler, gasoline, into marina waters. Precautions must be taken to catch or absorb any overflow. The Owner may not fuel small craft or other equipment at Onoville Marina, including water and/or upland areas, except at the Marina fuel dock. Before refueling vessels, close hatches, doors and ports. The Owner shall shut down all engines, motors and equipment. The Owner shall ground gasoline nozzle. The Owner shall not top off tank and shall not smoke. After refueling, the Owner is responsible for cleaning up any fuel spillage, then opening hatches, doors and ports, ventilate bilge's and cabin and operate bilge blower prior to starting the engine.

3.9 Insurance / Loss. The Owner shall maintain a minimum of \$300,000 in liability insurance and provide the Marina with a Certificate of Liability Insurance prior to berthing his/her vessel at the facility. Owner shall be held responsible for damage caused to other vessels or structures thereof. The County assumes no responsibility for safety of any vessel docked / moored at Onoville Marina and will not be liable for fire, theft, or damage to said vessel, its equipment or any property in or on said vessel, however arising. The County makes no representation or warranty that the Marina offers the Owner or Owner's vessel a safe berth, or that the Marina offers the safest available refuge. The Owner and his/her vessel are fully responsible for all consequences of the vessels continuing presence in the marina as set forth in this local law. The Owner shall hold the County harmless in the event of claims for damage to other persons or property that arise from the presence of Owner's vessel in the Marina.

3.10 The vessel owner and the vessel will indemnify and hold harmless the County and its officers, employees and agents for the consideration herein before set forth, from any cost, expense, damages and against all claims, demands, damage, liability that may be asserted by anyone due to:

3.10.1 property loss of any type, property damage due to fire, theft, collision, or property loss from any other cause to said owner's vessel, motors, sails, furniture, equipment, tackle or appurtenances, or to any other property contained in or on Owner's vessel, or on the premises of the County or to personal property of others on the vessel of County premises, and

3.10.2 any personal injury, death or illness arising from the occupancy or use of marina premises or facilities, where such injury or damage is caused in any part regardless of how slight, by acts or omissions of the vessel owner, his/her agents, servants, invitees or employees, and

3.10.3 any alleged damage or loss to marine property, non-marine property or personal injury caused in part, regardless of how slight, by owner, his/her agents, servants, invitees or employees.

3.10.4 Cattaraugus County shall not be responsible for any act, event or condition beyond the control of the party relying thereon, that has had, or may be expected to have, a direct material adverse effect on the rights or obligations of the parties under this agreement. If such act, event or condition is beyond the control of the party relying thereon, the affected party shall give notice to the other party stating the act, event or condition and said act, event or condition shall serve as justification for not performing any obligation or complying with any condition required of such party under

lightning, earthquake, fire, drought, flood, or similar occurrence.

3.10.5 The Allegheny Reservoir is a multipurpose water resource project as administered by the Pittsburgh District of the U.S. Army Corps of Engineers. During periods of higher than normal precipitation, in the watershed, the facility may be inundated as Reservoir flood storage is increased. During periods of below normal precipitation, in the watershed, supplementing downstream flows through the process of low flow augmentation, may result in lower Reservoir levels that may result in a shortened boating season. In either case the County shall not be held responsible, financially or otherwise for these actions which is beyond the control of Cattaraugus County. As such, the County makes no guarantee as to the length of the boating season.

### 3.11 Parking / Use of Roadways

3.11.1 The Owner will be issued two marina parking access decals for each vessel under contract for a dock or mooring space. Decals are to be displayed where designated by the County on his/her vehicle. Park & Launch, and Launch Pass patrons are issued one marina parking decal. Additional parking decals are available for the fee as detailed in the current fee schedule. Vehicles without a parking decal will be charged the vehicle access fee when entering the facility. The Vehicle Pass is not a launch pass and the patron is not allowed to launch non-contract vessels through its display.

3.11.2 All motor vehicles and parked in the Marina lots or utilizing Marina roadways must meet current State Motor Vehicle registration requirements, including insurance, and present a good appearance and be in serviceable condition.

3.11.3 This local law confers no right to park motor homes, camping units, travel trailers, boats, water sports equipment and/or boat trailers on Marina property. The County provides, on a space available basis, a storage facility for such possessions. A fee for storage is set by the County.

3.11.4 Persons are prohibited from sleeping in any vehicle or camping overnight on County property other than aboard a properly assigned vessel or in an assigned campsite in a proper camping unit.

### 3.12 Payment

3.12.1 All fees are to be paid in advance. An open credit card account is acceptable. If payment in another form is not received when due, the open credit card account may be used for the payment of balances due.

3.12.2 Payment for seasonal dockage/moorage is due on the date specified on the annual invoice. Failure to make payment by that date will result in an additional 1 1/2% late payment fee assessed against the account. An additional 1 1/2% will be added for each 30 days the account is past due.

3.12.3 The camping/dockage/moorage day starts at 6:00 A.M. Any vessel or camping unit utilizing the facility prior to 6:00 A.M. will be charged for docking/mooring/camping for the previous night. Check out time for docking/mooring/camping is 4:00 P.M. Any vessel or camping unit occupying a berth or campsite after that time shall be charged fees for that night.

3.12.4 The County provides dockage/moorage space to the Owner on the basis that the County relies on the financial credit of the vessel. The County shall have a maritime lien against the described vessel, her appurtenances and contents for sums due for slip/mooring space rental and for injury or damage caused or contributed to by the vessel or owner. Including but not limited to damage to pier, docks, personal injury, damage to other vessels, pollution by oil, its derivatives, sewage or other hazardous materials, loss by sinking, collision, fire or other losses. As an additional remedy for the enforcement of rents, the Owner hereby authorizes the County to sell the vessel in a non judicial sale in the event of non-payment of rent and service fees.

3.12.5 All fees paid are for the watercraft described in the Short Form Slip/Mooring Space Rental Agreement. Any additional watercraft (jet skis, fishing boats, etc.) brought into the Marina will be charged the appropriate fee according to the fee schedule in effect at that time. Unregistered watercraft brought in by a contract patron, canoes / dinghies, are not assessed a fee. Park & Launch fees for two Personal Watercraft on a single trailer shall be assessed as for a single watercraft. Owner agrees to pay a daily launch fee to the marina for each day the non-contract vessel is on Park property regardless of weather the vessel is launched or parked.

3.12.6 Patrons who request a refund for fees paid for under the Short Form Slip/Mooring Space Rental Agreement will be considered as transient boaters and have deducted from their seasonal fees paid use fees based on the transient use fees in effect at that time. Launch Passes and Park&Launch passes are not refundable once the season commences.

3.13 Not a Bailment. This local law is to provide the Owner with a camping site and/or a slip/mooring space. There is no agreement to create a bailment of the vessel or camping unit, nor do the parties intend to create a bailment of the vessel or camping unit. This agreement is merely for the renting of a space by the vessel or camping unit owner for his/her vessel and/or camping unit. There is neither temporary nor permanent dominion, or control exercised over said vessel or camping unit by the County, but said control is to remain in vessel or camping unit Owner at all times. The agreement is for the use of space only and such space is to be used at the sole risk of the owner. The County shall not

time. (See Emergencies section 3.7)

3.14 Contract Documents. The Recreation Area Manager, or his/ her designee, is authorized to develop and issue a Slip/Mooring Space Rental Agreement and regulations concerning work on vessels within the Marina Park. This local law, Slip/Mooring Space Rental Agreement and the Work Regulation shall constitute the agreement between the County and the Owner.

3.15 Storage on docks. Vessel Owner will not place dinghies, small craft, supplies, materials, accessories or debris on walkways or finger piers, and will not construct or attach thereon any locker, chest cabinet, or similar structure. Slips shall be kept neat and orderly. Fingers and head docks must be kept clear at all times. Carpeting, tires, fire hoses, TV antennas, etc. are not to be attached to the docks. Boarding steps approved by the marina may be placed on the leased finger pier adjacent to Owner's Vessel in a manner that will not impede the use of the finger pier by others. In no case will the Owner or Owner's contractor store containers of gasoline, diesel fuel or other petroleum products or hazardous materials on the docks.

3.16 Termination. The County reserves the right to terminate any agreement for berthing facilities.

3.17 Utilities and Related Services.

3.17.1 Patrons with alternating current (AC) electrical system(s) intended to use shore power provided by the marina shall be in accordance with Article 555 of the *National Electric Code* and Article 303, *Standard for Marinas and Boatyards*. Patron shall provide a shore power cable between the shore power outlet and the vessels shore power inlet that:

3.17.1 Is provided with a shore connection that is a male locking and grounding type which conforms to ANSI C73 and Article 555 of the National Electric Code.

3.17.2 Is provided with a female boat connection of the locking and grounding type that conforms to ANSI C73.

3.17.3 Has a minimum length of 25 feet and a maximum length of 50 feet and meets the marine requirements of Underwriters Laboratory 817, Standards for Cord Sets and Power Supply Cords.

3.17.4 When the use of adapter cord sets is necessary to mate receptacles intended to supply shore power to the boat with the power inlet on the boat only unmodified manufactured devices shall be used and all devices shall be individually inspected. The use of adapters or adapter cord sets that have been altered to defeat the intended blade and slot configuration of devices used in bringing shore power to marine vessels shall be prohibited.

3.17.5 The shore power outlet, as provided by the marina, is to be used only for the connection of the vessels shore power cable to the shore power system. All electric used by the patron is to come from a source derived from the vessels on-board electrical service. Any other use of the marinas shore power outlet is prohibited.

3.17.2 Alteration of the electric supply system by the Owner, his/her guests, or his/her contractor is prohibited. No addition, alteration, or modification shall be made to the electrical supply system furnished by the County. The County shall not be responsible for power interruption or power surges, or the results or damage thereon.

3.18 Vessel Operation. The Owner or his/her representative remains responsible for the operation and berthing of his/her vessel within the approach channel and waters of Onoville Marina. When owners vessel enters Onoville Marina, it immediately comes under the jurisdiction of the County and shall be berthed only in its assigned space.

3.18.1 The Owner agrees to operate his/her vessel in the waters of Onoville Marina without creating a disturbing wake. Any Owner creating a disturbing wake is responsible for resulting injury to people and damage to other boats and the County's docks and facilities.

3.18.2 The Owner agrees to stop all engines, including generators, while fueling, and, while within Onoville Marina waters, to refuel only at the Marina's fuel facility.

3.18.3 The Owner shall secure his/her vessel to its berth in a manner acceptable to the marina.

3.18.4 Owner's vessel must have adequate and permanently installed electrical or mechanical bilge pumps in a constant state of readiness and in good working order. Electric bilge pumps operated by power from Marina must also be connected to a charged and functional DC storage battery system to provide power in case of a shorepower failure. The County is not responsible for damage or loss from power failure.

3.19 Waste Disposal.

3.19.1 Trash & garbage. The Owner will ensure that all trash and garbage is placed in on shore receptacles as provided.

3.19.2 Septic wastes. The Owner agrees to comply with all Federal, State and local regulations relating to sewage disposal.

3.19.3 Other contaminates.

.2 The discharge into Marina waters of oil or other petroleum products and hazardous materials of any sort is strictly prohibited. The Owner agrees not to discharge any amount of such contaminant in any form, including contaminated bilge water into Marina waters. The Owner shall notify marina of any suspected discharge emanating from his/her vessel and to take immediate action to stop or eliminate the discharge.

.3 Charges associated with damage and prevention of damage caused by a discharge, and with cleaning up and disposing of contaminated materials following such a discharge, will be billed to the Owner if Owner's vessel or actions cause or may cause contamination of Marina waters or the waters of the Reservoir beyond confines of the Marina.

.4 The Marina will handle the disposal of waste oil from normal engine maintenance providing that the waste oil is labeled, securely packaged and brought to a Marina employee for proper disposal. The Owner is responsible for the proper disposal of gasoline or gasoline contaminated bilge water, and other hazardous materials and agrees not to place them in Marina trash containers.

3.20 Violations. Violations of the above Rules and Regulations, Work Rules and Regulations, disorder, degradation or indecorous conduct by owner, his/her crew, agents or guests that might annoy or injure other persons, or cause damage to property shall be cause for immediate removal of vessel in question and termination of any lease agreement at the discretion of the County. Violations of any County, State or Federal laws shall be cause for termination of any lease agreement immediately and cause exclusion of owner and his/her vessel from the marina.

Section 4. Penalties. The violation of any one or more rules and regulations herein set forth shall constitute an offense. Any person guilty of such an offense may be punished by a fine not to exceed one hundred (\$100.00) dollars, or by imprisonment not exceeding thirty (30) days or both such fine and imprisonment. Any violation of this Local Law shall constitute a separate violation for each calendar day in which it occurs.

Section 5. Enforcement. Any law enforcement agency is hereby directed to enforce the provisions as contained herein.

Section 6. Severability. If any term of this law or application thereof shall be invalid or unenforceable, the remainder of this law or any other application shall not be affected thereby.

Section 7. Repeal of Local Law 10 -1976 (Intro. No. 10-1976). Local Law 10 -1976 (Intro. no. 10-1976) as amended, is hereby repealed, effective January 1, 2001.

Section 8. Effective Date. This local law shall take effect immediately.