

Birch Bay Village Community Club

Marina Rules and Regulations

As adopted by the Birch Bay Village Board of Directors

(Date: August 18, 2011)

(Revised and Restated July 15, 2011)

These Marina Rules and Regulations replace all Marina Policies and revisions to Policies prior to the adopted date. Changes to the Marina Rules and Regulations following the adopted date are listed below. Please replace/add/ delete pages as indicated.

Marina Rules and Regulations Change Log

<u>Change #</u>	<u>Date</u>	<u>Section</u>	<u>Subject</u>	<u>Replace/Add/Delete</u>
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Birch Bay Village Community Club

Marina Rules and Regulations

1. Introduction

1.1 Purpose of Marina Rules and Regulations

The purpose of the Marina Rules and Regulations is to promote the safe and efficient use and operation of the marina for Birch Bay Village Community Club Marina members and their guests.

1.2 Rules and Regulations Applicability

These Rules and Regulations apply to all users of the Marina and its facilities. They govern Birch Bay Village lot owners, renters, and guests while inside the boundaries of Birch Bay Village. All vessels, vehicles, or persons using the Birch Bay Village Community Club (BBVCC) Marina facilities are subject to all rules and regulations, and changes thereto, prescribed by the BBVCC Club Board of Directors.

1.3 Definitions

- A. Marina:** Includes all waters, docks, fingers, land, buildings, and other appurtenances within the boundaries of the BBVCC Marina.
- B. Marina Member:** Defined as any person who owns a lot or rents a house in BBVCC Community and who has paid the appropriate marina fees for a vessel moorage / launch privilege or, in the case of owners of private docks, has paid the current annual marina usage fee.
- C. Guest:** Any person/s who has entered BBVCC property with the permission of a BBVCC member or house renter of record.
- D. User:** Marina member and/or guests or other authorized person using the marina.
- E. Vessel:** Refers to all variety of watercraft for personal recreation and transportation.
- F. Guest or Visitor Vessel:** A vessel using the guest moorage facility that does not have a moorage agreement with BBVCC.
- G. Commercial Vessel:** Vessel that is used in any type of business or commercial activity, such as commercial fishing or charter service.
- H. Dock:** Main walkway (e.g. A, B, C, D docks)
- I. Finger:** Lateral walkways attached to a main dock having one or more slips.
- J. Slip:** A moorage space assigned to accommodate one boat or more boats.
- K. Vessel Length:** Overall length which includes bow and stern overhangs such as anchors, swim steps, dinghy supports, and outboard motors.
- L. Billable Vessel Length:** Overall length of the vessel plus a five (5) foot buffer zone to each vessel (includes vessel length plus outboard motors raised, dinghies, bowsprits, and any other overhangs or equipment), When more than one vessel is assigned to one pier, they will be billed proportionally for the entire pier length.
- M. 60% Rule:** Where the overall billable vessel length including buffer zones occupies 60% of the finger length, the vessel owner may be assigned and billed for the total finger length, unless there is room to fit another vessel
- N. Harbormaster:** BBVCC General Manager.
- O. General Marina:** Birch Bay Village Marina NOT including private docks.
- P. Seaworthy:** For the purpose of this rule *Seaworthy* means that the vessel's hull, keel, decking, cabin, and mast are structurally sound and generally free from dry rot or other similar defect or deficiency.

Q. Operable: For the purpose of this rule *operable* means the ability of a vessel to maneuver safely under its own power, whether it is sail or engine. Sailboats are to have operating propulsion systems for maneuvering in the marina and the entry/exit channel.

1.4 Applicable General Conditions

All users of the BBVCC Marina do so at their own risk. No warranty or representation is made by Birch Bay Village Community Club concerning the condition of marina facilities, including but not limited to the docks, piers, floats, fenders, decks, cleats, power or water service, gates, launch ramp facilities, fueling facilities or fuel quality or the suitability or appropriateness of any such facilities, structures, improvements, fixtures, services or equipment to the needs or requirements of any marina user.

No warranty or representation is made by BBVCC concerning the depth, condition or any other aspect of the marina basin, channel or surrounding area or approaches.

All users of the marina or any facility appurtenant or related thereto, by virtue of such use, agree to indemnify BBVCC with respect to any claim, damage or injury suffered by any person or to any property, including damage to BBVCC facilities or structures or to the person or property of user, user's guests, agents, officers, directors or invitees and further agrees by virtue of such use to hold harmless BBVCC from any such claim by any person or entity, which claim, damage or injury arises from or is in any way related to the user's use of the marina or related or appurtenant facilities.

1.5 Notification of Marina Rules and Regulations

Birch Bay Village Marina Members are responsible to obtain a copy of the BBVCC Marina Rules and Regulations from the BBVCC Office

When a prospective marina member makes application for moorage, they will be given a copy of the Marina Rules and Regulations. Signature on the application for marina privileges, whether new or renewal constitutes an acknowledgement that the marina member will abide by the current Marina Rules and Regulations.

1.6 Enforcement of Rules and Regulations

1.6.1 General Marina users violating these Rules and Regulations will be notified in writing by the BBVCC Harbormaster and will be subject to cancellation of moorage, impoundments and/or removal of moorage tenants' vessel and imposition of fines and penalties associated therewith.

1.6.2 Charges for the impoundment and/or removal of a tenant's vessel will be assessed against the owner (s) of the vessel. If not paid in a timely manner a property lien may be obtained and related charges and administrative fee will be added to the amount owed.

1.6.3 Compliance with the registration requirements will be verified by the Harbormaster/Designee within 30 days of the required installation date. Those not in compliance will receive written notice of non-compliance and given 30 days for correction. The notice shall also state the failure to comply will be caused for termination of their moorage agreement

1.7 Marina Administration (BBVCC / Marina Committee)

Daily administration of the marina, maintenance/repair, marina fee collection, moorage assignment and all other administrative functions as directed by the BBVCC Board of Directors is the responsibility of the Harbormaster.

The Marina Committee operates as an oversight group for BBVCC members on the operation of the marina and is responsible to the Board of Directors for suggestions and policy changes that may become necessary for continued efficient operation.

The BBVCC Board of Directors, BBVCC General Manager, and the BBVCC Marina Committee are sensitive to valid suggestions or complaints from BBVCC members. BBVCC members should either submit their suggestions or concerns in writing to the Harbormaster, present their suggestion or concern to the BBVCC Board of Directors at the monthly BBVCC Board of Directors meeting, or at a BBVCC Marina Committee meeting.

2. Safety / Environmental / Security

2.1 Safety

2.1.1 Fueling: Fueling is only allowed at Fuel Dock. (See Fuel Dock use requirements, Section 9).

DANGER – Fueling from hand-carried containers is extremely hazardous and is FORBIDDEN within the Marina.

2.1.2 Storage on Docks or Fingers: See paragraph 5.5

2.1.3 Maneuvering / Speed Limit: Moorage shall not be granted to any vessel which, when such vessel is moored, would impinge adversely on the reasonable and safe maneuverability and traverse of any other vessel in the marina; or to any vessel which would present a potential hazard to other vessels, docks, or other marina facilities. The speed limit for vessels in the marina is **NO WAKE**.

2.1.4 Children: Children under twelve (12) years of age must be accompanied by an adult while on pier, floats, and fingers and must be wearing a U.S. Coast Guard approved life jacket at all times.

2.1.5 Contact 911 to report all emergencies, including but not limited to fire, spills, injuries, flooding etc. After 911 emergency personnel have been contacted, notify the BBVCC General Manager at 317-7744 or call BBVCC Security at 371-7644 immediately.

2.2 Environmental

2.2.1 Hazardous Material Spills: All hazardous material spills (such as oil, diesel, gas, hydraulic fluids, paints, solvents, anti-freeze, etc.) must be reported immediately to the Harbormaster's Office. Vessel owners are responsible for their own environmental cleanup and any costs incurred by BBV. Use of liquid soaps or soap sprays is prohibited by law.

2.2.2 Discharge of Sewage: Discharge of sewage from marine heads or holding tanks into marina waters is PROHIBITED. Refer to Section 5.1 of this document.

2.2.3 Maintenance Activities: The BBVCC Marina is a "No Discharge" marina, meaning vessel owners must ensure that during vessel maintenance and repairs to vessels that no debris, paint scrapings, waste liquids, or hazardous materials enter the water.

2.2.4 Used Oil Disposal: Vessel owners are responsible for all hazardous material disposals. Recycling facilities for oil and anti-freeze are available at the Sanitary Service Birch Bay Transfer Station.

2.3 Security

- 2.3.1 **Access Gates:** Marina gates are to remain closed at all times. Gates are not to be propped open. Boat launch gate is to be closed and locked after each launching or retrieval.
- 2.3.2 **Unauthorized Vessels:** Any non-BBVCC Marina member vessel in the marina without authorization is subject to immediate removal from BBVCC Marina.
- 2.3.3 **Crimes:** Report any crimes or suspicious activities immediately by **calling 911**, and then contact the Harbormaster or BBVCC Security.
- 2.3.4 **Conduct:** All members and guests are expected to conduct themselves in a manner that does not disturb or create a nuisance to others.

3. Eligibility – General Marina

3.1 Application Process

The Harbormaster maintains lists of (1) occupied/unoccupied moorage space and (2) a waiting list for those members desiring moorage, and (3) a slip change list of moorage renters wishing to relocate.

- 3.1.1 A Request for Moorage and the waiting list fee are to be submitted to the BBVCC Office (see current Marina Fee Schedule).
- 3.1.2 The waiting list fee will be credited toward the key deposit or moorage fee at the time of slip allocation.
- 3.1.3 Applicants are responsible for keeping the office informed of their current address, telephone number, and e-mail address.
- 3.1.4 The applicant or designated individual has 72 hours to accept an offered moorage. After 72 hours, it will be considered a refusal of the offer and the applicant will be passed over, but the applicant will retain their place on the waiting list.
- 3.1.5 If the applicant or designated individual cannot be located within 7 days from the date of the initial attempt to establish contact, it will be considered a refusal of the offer and the applicant will be passed over, but retain their place on the waiting list.
- 3.1.6 After 3 refusals the applicants request will go to the bottom of the waiting list.
- 3.1.7 Prior to placement in a moorage slip, a time must be scheduled with the BBVCC office to measure the length and width of each boat to assure accurate placement and compliance with BBVCC Marina Rules and Regulations.

3.2 Eligibility Requirements

BBVCC members in good standing are eligible for moorage through the application process (3.1) under the following criteria:

- 3.2.1 One marina slip for one BBVCC Property Owner.
- 3.2.2 Non-BBVCC property owners (BBVCC house renters) are eligible for general marina moorage **below BBVCC property owners on the waiting list** (ref. Section 4.5). BBVCC house renters are to have a rental agreement on file in the BBVCC office that is valid for the duration of the year for which moorage is sought. House renters who terminate their rental agreement will be required to remove their vessel from the marina when their rental agreement terminates. House renters who move directly to a BBVCC house that they purchase, or purchase a BBVCC lot, may retain their assigned moorage slip.
- 3.2.3 A slip may not be transferred to another BBVCC member, or non-member, upon sale of a vessel. The vessel buyer may apply for moorage per Section 3.1.

- 3.2.4 Upon death of a BBVCC marina member, moorage rights may be passed on to a spouse. Moorage rights may be passed on to other family members or executor of the estate for 6 months or the expiration of the current slip lease, whichever is longer.
- 3.2.5 Subletting of BBVCC slips is not allowed except by the Harbormaster upon notification to the slip holder. The slip holder will receive compensation for the subletting at the rate determined by the BBVCC Board of Directors. Use of the slip by another BBVCC member for short periods of time (less than two weeks), is allowed in accordance with Section 5.10.

3.3 Vessel Restrictions and Dimensions

- 3.3.1 Moorage is for pleasure boats only; no commercial vessels are permitted in the marina.
- 3.3.2 Live-a-boards are not permitted in the marina; the maximum number of overnight stays in the marina is 14 days each calendar month unless extended by the Harbormaster.
- 3.3.3 The marina does not permit vessels which present hazards to other vessels, the docks and related facilities, or individuals in the marina.
- 3.3.4 Vessels may not have an excessive beam that would interfere with the reasonable and safe use of adjacent moorage. Further, a vessel may not occupy more than 50% of the width between fingers and must provide safe passage between boat hulls.
- 3.3.5 Vessel length including any overhangs must not protrude beyond the dock into the channel or over the walkway.
- 3.3.6 The maximum Length Overall (LOA) which includes bowsprits, bow pulpits, swim steps, dingy davits, etc. is limited to the length of the slip (excluding “end-ties”).
- 3.3.7 BBVCC may measure Vessels and will adjust moorage fees accordingly. If determined that a vessel exceeds the assigned moorage length or beam, the vessel must be removed immediately.
- 3.3.8 Any vessel deemed too large or too small for its slip will be removed or may be relocated to a slip of appropriate size if an appropriate slip is available.

3.4 Vessel Identification Requirements

- 3.4.1 All vessels must be registered and identified in compliance with current State and County regulations smaller vessels not requiring registration must be BBVCC registered with current photo of the vessel.
- 3.4.2 All registered vessels on waters of the state are required to display a registration number and current year decal in a visible location. Registration decals from prior years are to be removed. Current BBVCC Moorage decals must be obtained and installed in a visible location on the vessel. Current year BBVCC decals will ONLY be issued once current registration and insurance documents are on file in the BBVCC office

3.5 Vessel Insurance Requirements

All vessel owners must present proof of current liability insurance in the amount of no less than \$300,000 at the time of slip assignment or annual slip renewal and agree to maintain such insurance coverage during slip rental. If the required insurance is not maintained the vessel must be removed from the marina immediately.

3.6 Seaworthiness/Operational Readiness

- 3.6.1 Vessels moored in the BBVCC Marina must be completely without hazardous conditions, capable of maneuvering under their own power and ready for cruising waters.

- 3.6.2** In case where there is a question about the seaworthiness/operability of a vessel, the Harbormaster may require the tenant to demonstrate compliance with this rule. Demonstration will consist of the vessel leaving the marina at least once every 6 months. At least thirty (30) days written notice of the requirement for a demonstration will be given to the vessel's owners. The Harbormaster/Designee may require that the demonstration of operability be repeated as often as necessary to ensure compliance with this rule. Each demonstration will require thirty (30) days written notice from the Marina.
- 3.6.3** In cases where there is a *question* about the seaworthiness of a vessel, the opinion of a *qualified independent Marine Surveyor or the U.S. Coast Guard* may be obtained and presented to the Harbormaster/Designee(s) for evaluation/concurrence.
- 3.6.4** If it is determined by inspection or demonstration that a vessel is inoperable and/or unseaworthy, the vessel's owner shall be given a written thirty (30) day notice to effect repairs and demonstrate to the Harbormaster/Designee, satisfaction that the vessel complies with this rule. Seaworthy/Operability compliance/failure thereof will be documented by the Harbormaster/Designee and placed with the tenant's slip rental agreement file located in the BBVCC Marina office. If after thirty (30) days, the vessel is still inoperable and/or unseaworthy, the Harbormaster shall issue a written notice to the tenant informing them that their moorage agreement has been *terminated* and their boat must be vacated from the BBVCC marina within thirty 30 days. If the boat is not removed within thirty (30) days of notification, it will be removed at the owner's expense. A reasonable extension may be granted by the Harbormaster, if the vessel owner has made substantial progress toward compliance.

4. Moorage Fees & Assignments – General Marina

4.1 Moorage Fees

The marina fees are established by the BBVCC Board of Directors. Refer to definitions, Section 1.3, for explanations of vessel length, and billable vessel length.

4.2 Buffer Zones and Restrictions

A five (5) foot buffer zone will be added to each vessel's overall length except in cases where the entire finger has been rented to a member in which case the moorage rate is based on the length of the finger. No part of the vessel is allowed to extend beyond the length of the finger.

4.3 Moorage Collection Schedule

Fees are billed annually on a calendar year basis and payment is due January 1st of each year (refer to the current year Marina Fee Schedule). At the time of renewal of annual marina privileges (or at the time of slip assignment, if the member is the current registered owner of the vessel), evidence of current registration and proof of insurance will be required. A "first-time" applicant who does not currently own a vessel has 90 days from the time of payment of the moorage fee to provide evidence of vessel registration and proof of insurance for the vessel owned by the applicant. The Harbormaster can extend the Ninety (90) days due to extenuating circumstances.

Moorage will incur a late fee if payment is not made by January 31st (refer to the current year fee schedule for late fee penalty). Any vessel in an unpaid slip on March 1st will be removed at owner's risk and expense; if necessary, BBVCC costs will be recovered by a lien on the vessel and/or the member's BBVCC lot or other property.

Moorage for vessels registered as a partnership requires that one partner be responsible for moorage payments. The application for New or Renewal moorage shall designate the name of the responsible partner. The titled partner must be a member of the BBVCC.

4.4 Waiting List Policy

The waiting list is a public document available at the BBVCC office listing the date BBVCC members requested moorage. BBVCC members have priority over BBVCC house renters (non BBVCC members) desiring moorage. BBVCC house renters will be placed on the waiting list following the last BBVCC member on the list. Once a BBVCC house renter has been assigned a slip, they will retain the slip (providing all eligibility requirements are continued) regardless of BBVCC members on the waiting list.

The order of the list is by date of application and is maintained and updated when needed in order to show an applicant's relative position toward obtaining moorage. In addition to the applicant's name it will also include their Lot/Division, length of slip required (including 5 ft buffer zone), and date of application. Further, the waiting list will indicate the assigned slip locations that have been made during the past 60 days.

Vessel owners who presently have a moorage assignment but who wanted to relocate to another location have priority over new applicants. Since those relocating are releasing moorage space, this is a "neutral" move and opens space for a new applicant requiring the same amount of space (See Section 3.1, New Moorage, when wishing to increase or decrease in size).

4.5 Moorage Assignments

All moorage slip assignments will be made on a first server basis depending on the size of the slip available and one's position on the waiting list basis only. After a moorage assignment has been made and accepted by an applicant, the vessel must be moored within ninety (90) days after slip assignment and payment (unless, at the discretion of the Harbormaster, an extension is granted due to inclement weather or other extenuating circumstances), or the moorage will be terminated without refund of paid fees. **The assigned vessel** must be moored in that space for not less than Five (5) months per year thereafter.

If a vessel is absent for an extended period of time – BBVCC has the option to lease the slip and rebate or credit a portion of the rent to the original lease holder.

4.6 Moorage Reassignments

Under extraordinary circumstances as necessary to address safety concerns, at the discretion of the Harbormaster, any marina member may be asked to relocate their vessel on 30 days' notice; BBVCC will pay for the electric transfer fee charged by the utility. In such case, there will be no fee increase for the new location for the current year.

In cases where the marina member has asked for, and received moorage reassignment, the moorage fee will be adjusted to reflect the new location.

In situations where moorage reassignment results in reducing the billable fee (i.e., a vessel falling under the 60% rule and is therefore required to take the entire finger, subsequently moves to longer finger where the 60% rule no longer applies) the monthly refund policy will apply.

Current members, who wish to increase or decrease the size of their boat, or wish to relocate, should apply by application to the office. Those wishing to increase or decrease the size of their moorage, the procedure will be the same as for New Moorage (Section 3.1); for “neutral” relocation see Section 4.6 for reassignment priority. An exception at the discretion of the Harbormaster is where the member already rents the entire finger and the larger vessel will fit under these guidelines. Another exception, at the discretion of the Harbormaster, is where open space is available on the member’s current finger and he/she wishes to acquire the additional space; in this case the fee for the additional length will be charged based on the fee rule as stated in Section 4.3.

4.7 Voluntary Moorage Termination

Marina members who voluntarily relinquish their marina moorage space during a calendar year will be eligible for a partial refund of the fees for the remaining time in the lease period providing the slip can be re-leased.

Refunds will be limited to the remaining full months of the calendar. The first three months of any moorage rental is non-refundable.

Vessels must be removed from the marina prior to terminating membership when membership in either BBV or the BBV Marina has been terminated. The BBVCC Harbormaster shall ensure all fuel and electric fees are paid prior to vessel removal.

4.8 Involuntary Moorage Cancellation

When moorage is cancelled for cause, the member may receive a refund on the same basis as in 4.7 above. In all cases the member’s vessel (and trailer if applicable) is to be removed from the marina and/or marina storage area within 30 days’ notice of cancellation or prior to the beginning of the next quarter, whichever comes first.

4.9 Keys

Members who have obtained annual or small boat moorage privileges or launching privileges may obtain a marina key from the office. A key deposit is required (refer to current year’s Fee Schedule). Each marina member may obtain as many as two keys, each requiring a deposit.

Returned keys and refunds: members who give up their marina privileges or whose privileges are terminated are to return all keys within 15 days; deposits will be returned within 10 days thereafter.

5. Usage Rules and Regulations – General Marina

5.1 Discharge of Sewage

Direct discharge heads are not to be used in the marina nor are holding tanks to be discharged in the Marina (This may result in loss of moorage).

5.2 Disposal of Trash and Recyclables

Birch Bay Village Marina provides to general moorage separate trash containers for the deposit of waste generated directly from marina member’s vessels. The trash containers are located at the gate area of each dock. The trash containers are labeled for either normal trash or recyclable aluminum cans. Hazardous materials (i.e. oil, fuel, paint, solvents, etc.) are not to be discarded in the containers or left in the area of the containers.

5.3 Hazardous Material Storage / Disposal / Spills

Storage of hazardous material, including oil and fuel, is not allowed on the docks/fingers. This also includes storage of hazardous materials in dock boxes and boarding steps. (Refer to Section 2 for additional detail)

5.4 Fueling

Fueling of vessels moored in the marina is not permitted, regardless of the type of fuel. Fueling is permitted only at the fuel dock. (Refer to Sections 2 and 9).

5.5 Marina Slip/Docks / Fingers / Pilings Storage

Docks and dock-fingers must be kept clear at all times. Docks/fingers are not to be used as a repository or storage area for dinghies, crab traps, equipment, materials, etc.

Boarding steps are permissible as long as they allow air circulation to prevent rotting of the dock. Boarding steps are not to be more than half the width of the finger and must not be of such weight as to result in damage/sinking of the finger.

Dock boxes are not permitted unless written permission has been received from the Harbormaster and placement of the dock box is per management directive. Dock boxes must be commercially produced, white fiberglass construction and be of the following approximate dimensions: Corner Dock box – 55 inches wide X 30 inches deep X 30 inches high. Finger Dock box – 55 inches wide X 23 inches deep X 30 inches high. Homemade dock boxes are not permitted.

The use of the docks, fingers or pilings as a base for the attachment of unauthorized objects is not permitted.

5.6 Shore Power / Water Usage

All shore power connections must be with cords and adapters designed for marine applications. A minimum 30 amp marine approved shore power cord with locking and grounded plug connection is the only approved power cord to be used in the BBVCC marina. Shore power cords must be secured so that they do not hang in the water, go across the dock walk ways, create a hazard for pedestrians, or cause damage to outlet boxes and meter bases. Vessel owners will use their own power at all times and are responsible for all fees and charges. Using other vessel owner's power outlets is not allowed. Violators may be removed from marina. Dock power users will be billed by the BBVCC office for electrical service.

Fresh water for the general marina is provided as a service to marina members. Hose bibs are provided at intervals to allow access for each finger. Modification of the dock water distribution system is prohibited. Water hoses are to be stored in such a fashion so as not to create a hazard for pedestrians or cause damage to the water distribution system. When hose racks are used they must be installed so as not to cause damage to marina property or interfere with marina usage (i.e. hung on electrical outlets, firefighting equipment, etc.). Conservation of water is vessel owner's responsibility, when not in use turn off hose at bib. During the winter period, November through February, all hoses will be disconnected from the bib and the bib turned off.

5.7 Vessel Maintenance / Repairs

Normal maintenance and repair activities, (i.e. sanding, varnishing, painting, waxing, etc.) are allowed in the marina. However, per Section 2, the marina is a no discharge area and requires

that all necessary steps be taken to ensure that waste materials or their fallout do not enter the waters of the marina.

Vessel owners are responsible for any and all damage caused either to their own property, or to property of other individuals or to property of BBVCC caused by any activities or work performed on their respective vessels by any owner or their designee.

5.8 Contractor Responsibilities

All contractors performing work or selling any services or supplies on BBVCC property must register with the Harbormaster. The BBVCC marina member is responsible for notifying both the BBVCC office that a contractor will be working on their boat, and also informing the contractor that they must register at the BBVCC office.

Contractors are responsible for all activities conducted by themselves, their agents, or their employees on BBVCC property or on vessels moored in BBVCC marina. Contractors shall abide by applicable County, State, Coast Guard, BBVCC, and other applicable regulations.

Contractors shall remove all materials and debris from docks, fingers, gangways, and surrounding areas daily, and shall in no way hinder or endanger the passage or activities, of BBVCC marina members or guests by their activities.

Access gates must not be left propped open.

5.9 Vessel Owner Responsibilities

Boat owners and operators are responsible for protection of their craft, including adequate lines and fenders to protect docks and adjacent vessel(s). Sufficient mooring lines shall be deployed at all times to assure proper moorage of the vessel.

Other member responsibilities and obligations are defined in the BBVCC moorage contract, updated and signed by the marina member.

Actions of guests and family are the responsibility of the marina member.

Should any damage, other than normal wear and tear, be done to any other vessel or a marina facility, for any reason, by a vessel or vessel operator, such person shall be liable.

Vessel owners are requested, as a courtesy to homeowners located around the marina, to secure all lines and equipment that may cause noise such as by generator or through contact with parts of the vessel (in particular, halyards and lines which contact a mast during windy periods). Repeat offenders may be asked to vacate their assigned slip.

5.10 Sub-Assignment of Moorage

During short periods of vessel absence, not to exceed two weeks, a BBVCC marina member may allow another BBVCC member to use his/her moorage, such as during a two week vacation cruise of the regularly moored vessel. BBVCC Marina Rules and Regulations regarding moorage apply to the person and vessel temporarily using the moorage. Any other/longer sub assignment of a moorage must be approved by the Harbormaster

5.11 Signs

The posting of signs for the sale of a vessel must not be larger than 12 in x 18 in, must be posted on the vessel, and must not be higher than 5 ft. above the deck.

6. Small Boat Seasonal Moorage

6.1 Eligibility

Small boat seasonal moorage privileges are available to BBVCC members and BBVCC house renters in good standing who meet application criteria. BBVCC house renters must have a current rental agreement on file to qualify for small boat seasonal moorage privileges. Only 1 moorage space per lot is allowed.

6.2 Application

Application, see Section 3, for small boat moorage is made through the BBVCC office. **At the time of assignment proof of vessel registration and trailer registration, if applicable, in the name of the prospective marina member must be presented.** Such registration must be verified before moorage will be assigned.

6.3 Fees

Payment for small boat moorage is must be paid to the BBVCC office prior to use. Refer to the current year's Marina Fee Schedule. (See bbvcc.com)

6.4 Terms and Conditions

Small boat moorage will be limited to space available and will occur only during crabbing season as set forth by the State Department of Fisheries Department for Area 7, North. Launch ramp privileges are included during this period for vessels that have paid the annual marina use fee. All Marina Rules and Regulations, as applicable, apply to small boat users.

Keys for the marina (including the launch ramp) will be issued upon receipt of the 'key deposit' fee for those that have obtained permission and paid the annual fees.

Small Boat Moorage privileges terminate at the end of crabbing season of the current year. At end of mandated season boats must vacate the marina by this date.

6.5 Decals

BBVCC Decals will be issued upon payment of the moorage fee. Decals for the current year must be affixed to the boat (and trailer if applicable) in a visible location for the purpose of identification. Only vessels with decals properly affixed or guest vessels with written permission may use the marina.

7. Launch Ramp Usage

7.1 Eligibility

Launch ramp facility privileges are available to BBVCC members or BBVCC house renters in good standing who meet application criteria. BBVCC house renters must have a current rental agreement on file to qualify for launch ramp usage privileges. Only one (1) lot owner per lot or house renter per house (refer to BBVCC By-Laws; Section 11, paragraph 11.1; re: assignment of

membership privileges) is eligible for launch ramp privileges upon payment of the annual launch fee (multiple owners of a lot must decide which owner will be designated to assume eligibility).

7.2 Guest Use of Launch Ramp and Marina Guest Dock

- 7.2.1** Guest of BBVCC Members (Owners and Renters) may use the launch ramp and guest dock if the member has made prior arrangements with the Harbormaster/BBVCC Office.
- 7.2.2** For non-marina members, a refundable deposit (refer to current fee schedule) will be required for a launch gate key to open the ramp gate.
- 7.2.3** The launch fee for guests is a round-trip (launch and retrieval) (refer to current fee schedule). Liability insurance for the vessel is required. Trailer parking can be in the launch parking area.
- 7.2.4** Use of the guest dock requires all the same registration procedures as for outside guests.
- 7.2.5** BBVCC members are responsible for the conduct of their guests and the guest's compliance with all Marina Rule and Regulations.
- 7.2.6** BBVCC marina members who have a current slip assignment may use the launch ramp.

7.3 Application

Application for launch ramp privileges is made through the BBVCC office. **All application requirements contained in Section 3 must be satisfied at the time of application submittal (e.g. proof of vessel registration and trailer ownership, if applicable, in the name of the prospective marina member must be presented when application is submitted) and before a decal is issued.**

7.4 Fees

Payment for launch ramp privileges is made to the BBVCC office. The fee schedule is from January 1 through December 31 (one year). The fee is for the entire calendar year and there is no pro-rating. Refer to the current year's BBVCC Fee Schedule.

7.5 Terms and Conditions

Launching privileges entitle members to use the launch ramp to launch and retrieve their boat from the BBVCC Marina as frequently as desired. If space is available, a BBVCC marina member may store one (1) BBVCC registered trailerable boat and boat trailer in the parking lot area (See Section 8 for Dry Storage criteria). Launching privileges do not include marina moorage or trailer storage.

7.6 Decals

- 7.6.1** Launch ramp privilege decals will be issued upon payment of the launch fee. Decals for the current year must be affixed to the boat (and trailer if applicable) in a visible location for the purpose of identification. Decals from prior year(s) should be removed.
- 7.6.2** Village Entry Decals denote that a vessel (and/or vessel trailer) has been authorized entry to BBVCC property only. The entry decal does not indicate that the vessel owner has paid the annual launch fee or is a member of the marina. Such vessel/s (and or trailer/s) may not be launched/retrieved in the marina.

8. Dry Storage

8.1 Eligibility

BBVCC members and BBVCC house renters in good standing with moorage or launch privileges may store a vessel on its appropriate boat trailer in the dry storage area upon payment of the annual storage fee.

8.2 Storage Use Restrictions

Use of the storage area is restricted to recreational boats (on their appropriate trailer) or boat trailers with current BBVCC decals, received upon payment of the annual storage fee. Other items placed in the storage area, which have not been approved through the Harbormaster/BBVCC office, will be cited and/or removed at owner's expense.

A limited number of boat/trailer storage space are available with electric hookup. Available spaces are assigned by the BBVCC office and a deposit will be required for receipt and usage of a wattage limiting boat heater.

8.3 Abandoned Trailers and/or Boats

Trailers and/or boats left in the Marina area without the appropriate decals and/or for which storage fees for the year have not been paid will be subject to "private impound" and subsequently considered abandoned.

Notice will be duly posted on the trailer and/or boats and a citation will be issued. After 15 days, the trailer and/or boat will be considered abandoned and will be towed to the BBVCC maintenance area. If the owner can be located, notice will be given in writing of intention to impound and subsequently sell the trailer and/or boat. If the owner cannot be located, public notice will be issued through appropriate methods (e.g., local public newspaper and/or BBVCC Bulletin). The trailer and/or boat will be held at the BBVCC maintenance area while impound/lien procedures are carried out. All storage, towing and legal costs will be the responsibility of, and charged to, the owner(s). Costs associated with a private impound will be paid when the items are sold by the BBVCC and/or may be assigned as lien against the appropriate lot.

9. Fuel Dock

9.1 Eligibility

Use of the BBVCC fueling facility is for BBVCC marina members only (see Marina Member definition; Section 1.3). BBVCC Marina members desiring to contract with a fuel delivery service for the delivery of diesel fuel at the fuel dock must contact the Harbormaster for specific requirements.

9.2 Fuel Card Application

Application for a BBVCC Fuel Credit Card is made through the BBVCC office with a deposit. Applicant must complete a Gas Card Application prior to being issued a card. Fuel credit cards will only be replaced (1) one time due to damage or demagnification; a deposit will be charged for each additional replacement.

9.3 Terms and Conditions

Self-serve gas is a privilege available to marina members only (includes those members who have moorage in the general marina, private dock moorage, launch ramp privilege, and/or small

boat moorage) in good standing. Fuel dock privileges are not to be transferred to non-marina members.

In using the self-serve system, the user agrees to abide by the posted operation instructions.

The BBVCC fuel credit card will be surrendered to the BBVCC office upon termination of marina privileges.

9.4 Fuel Rates

Fuel rates are set based on the current cost per gallon as delivered to BBVCC plus a fee per gallon to cover costs associated with the fuel facility and record keeping.

10. Privately Owned Moorage

10.1 Vessel Usage Restrictions

Marina Rules & Regulations, as applicable, apply to owners/guests of private docks.

10.2 Keys

Private Dock owners, who have paid their annual fee, may obtain a marina key from the office. A key deposit is required (refer to current year's Fee Schedule). Each private dock owner may obtain as many as two keys, each requiring a deposit.

11. Guest Moorage

11.1 Eligibility

Limited temporary moorage for guests of BBVCC members and BBVCC house renters is available on a **first come reserved basis**. Approximately 115 feet of slip space may be available on the first dock on the starboard side shortly after entering the marina channel and runs from the blue BP/ARCO spill response container float to the walkway ramp next to the gas dock building. Vessels must not block access to the fueling and pump out docks. Signs at each end of the dock define the guest dock area, and guests must follow the same policies as member guests, e.g. reserving guest dock space, obtaining a guest pass etc.

Members of other Yacht Clubs that have a pre-arranged reciprocal agreement with the BBVCC Yacht Club are also welcome to use the guest moorage. Reciprocal yacht club vessels are to fly their club burgee while in the marina, must reserve space ahead of time, and pick up a Guest Pass from the office at time of arrival.

Birch Bay Village members who have Marina privileges (moorage, private dock, launch ramp, or crab boat moorage) may not use the Guest Dock for moorage. Guest Dock usage is for use by guests of BBVCC members who are in good standing except that a BBVCC member who is in good standing and is not a current BBV Marina member may use the Guest Dock under the same terms as a guest.

Maximum Length of stay is 3 (three) days with the maximum number of three (3) nonconsecutive stays per calendar year for guests of Birch Bay Village members. BBVCC members who are not BBV Marina patrons are allowed a maximum length of stay of 3 (three) days with a maximum of six (6) non-consecutive stays permitted per year.

The Harbor Master, under extraordinary circumstances, has the authority to assign temporary moorage to vessels to other than those of BBVCC members into general marina slips. Utility usage will not be billed to the permanent slip lessee.

11.2 Registration

The BBVCC member must notify the BBVCC office and make a reservation for their guest prior to arrival. Also, prior to guest arrival, an application must be filled out from the office and a Guest Pass must be obtained and properly displayed on the vessel during the entire length of stay.