

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 June 1, 2021)

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>
1	07/19/12	3.1.3	Emergency placard	Add
2	11/15/12	3.3.6	Vessel Restrictions/Dimensions	Add
3	03/21/13	3.2.5/5.10	Sub-letting	Change
4	05/16/13	6	Small Boat Moorage	Change
5	10/21/13	2.3	Access Gates	Change
6	06/19/14	6.4	Terms & Conditions	Add
7	06/19/14	8.3	Abandoned Trailers	Change
8	04/06/15	All	Reformat	Reformat
9	04/06/15	3.1.1/3.1.2	Title/registration regulations	Change
10	04/06/15	3.3/6.2	Title/registration regulations	Change
11	04/06/15	4.10	Slip change/new moorage	Change
12	04/06/15	4.11	Sub-assignment	Change
13	04/06/15	6.4	Small boat moorage rate	Change
14	04/06/15	7.4	Temporary trailer parking	Add
15	04/06/15	7.6	Guest launch ramp use	Add
16	04/06/15	8.3	Losing privileges	Add
17	08/20/15	4.2.1	Eligibility/One slip	Change
18	08/20/15	10.3	Vacant Lot	Change
19	10/17/19	Various	Revisions	Change
20	03/19/21	5.5, 7.4, 8.1	Revisions	Change
21	06/01/21	4.4	Revision	Change

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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. User: Marina member and/or guests or another authorized person using the marina.

D. Vessel: Refers to all variety of watercraft for personal recreation and transportation.

E. Guest or Visitor Vessel: A vessel using the marina that is not owned by a BBVCC marina member.

F. Commercial Vessel: Vessel that is used in any type of business or commercial activity, such as commercial fishing or charter service.

G. Dock: Main walkway (e.g. A, B, C, D, E docks)

H. Finger: Lateral walkways attached to a main dock having one or more slips.

I. Slip: A moorage space assigned to accommodate one boat.

J. Vessel Length: Overall length which includes bow and stern overhangs such as anchors, swim steps, dinghy supports, and outboard motors.

K. 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 finger length.

L. 66% Rule: Where the overall billable vessel length including (5) foot buffer zone occupies 66% of the finger length, the vessel owner may be assigned and billed for the total finger length. Finger length is measured from the edge of the main walkway dock to the end of the finger. Finger space occupied by diagonal braces and/or approved dock boxes at the main walkway corner will be included in the finger length measurement.

M. Harbormaster: BBVCC General Manager

N. General Marina: Birch Bay Village Marina NOT including private docks.

O. Seaworthy: For the purpose of this rule, Seaworthy means that the vessels' hull, keel, decking, cabin and mast are structurally sound and generally free from dry rot or other similar defect or deficiency.

- P. 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.
- Q. Marina Users Fee:** An annual fee applied to every marina user. It includes launch and retrieval privileges for the member only.
- R. Guest Launch:** A usage fee paid each time a guest launches/retrieves their boat.
- S. Guest Moorage:** A daily usage fee paid by a guest for Guest moorage.
- T. Guest Dock Power Fee:** A daily usage fee for Guest dock power.

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, fingers, 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 "first-time" marina member pays for marina usage/launch the Office will verify that they have received 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 users' vessel (and/or trailer) and imposition of fines and penalties associated therewith.

1.6.2 Charges for the impoundment and/or removal of a users' vessel will be assessed against the owner (s) of the vessel and/or the property owner in the event the vessel is owned by a guest or renter.

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.

1.7 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 and the US Coast Guard when necessary.

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. Used diesel fuel and gasoline may be disposed of at the recycling facility near the Bellingham Airport.

2.3 Security

2.3.1 Access Gates: Marina (Dock) gates are to remain closed at all times. (Dock) Gates are not to be propped open or held open by cords/rope etc. for longer than normal loading/unloading.

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 Vessel and Trailer Identification Requirements

3.1.1 All vessels and trailers require proof of ownership in the form of an official title or registration in the users' name. A copy will be kept on record at the BBVCC office as long as marina privileges stay current.

3.1.2 Current BBVCC marina decals must be obtained and installed in a visible location on the vessel and on the port side tongue of the trailer (if applicable). Decals from prior years should be removed. Current year BBVCC decals will **ONLY** be issued when the title or registration and current insurance documents are on file in the BBVCC office and applicable fees are paid. Decals must be on display at all times while using the BBVCC marina facility. Any vessel or trailer found using any BBVCC marina facility without proper/current decals displayed will be cited (see current Fine Schedule) and subject to impound following the guidelines listed under Section 8.3. Current year decals must be obtained/displayed on moored vessels and stored trailers no later than March 1st of each year.

3.1.3 All vessels are to display a placard visible from the users' finger pier (if mooring) that clearly shows an emergency contact phone number at all times. It is the responsibility of the vessel owner to keep this information current.

3.1.4 All registered vessels on waters of the state are required to display a registration number and current Washington State decals in a visible location. Agents of the DOR, DNR, and DOL are authorized to inspect boats at any time up to twice a year for proper identification. Failure to display current registration will result in termination of privileges.

3.2 Vessel Insurance Requirements

All vessel owners must present proof of current liability insurance in the amount of no less than \$300,000 and agree to maintain such insurance coverage at all times while using BBVCC marina facilities. If the required insurance is not maintained the vessel must be removed from the marina facilities immediately.

Further, all insurance must list “Birch Bay Village Community Club” as Additional Insured and/or Additional Interest and/or “To Notify”. Failure to keep current insurance on file at any time will result in termination of privileges and/or citations issued.

4. Moorage Fees & Assignments

4.1 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.

- 4.1.1** A Request for Moorage is to be submitted to the BBVCC Office.
- 4.1.2** Applicants are responsible for keeping the office informed of their current address, telephone number, and e-mail address.
- 4.1.3** 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.
- 4.1.4** 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.
- 4.1.5** After 3 refusals the applicants request will go to the bottom of the waiting list.
- 4.1.6** 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.

4.2 Eligibility Requirements

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

- 4.2.1** One marina slip only for one BBVCC Owner or Renter with the option of occupying a second “Monthly Moorage” slip if available.
- 4.2.2** 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. Owners who have moorage and rent their homes out after the annual moorage is paid, will lose moorage privileges and must remove their boat from the marina within 7 days of date of the rental agreement.
- 4.2.3** 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.
- 4.2.4** 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.

4.3 Vessel Restrictions and Dimensions

- 4.3.1** Moorage is for pleasure boats only; no commercial vessels are permitted in the marina.
- 4.3.2** 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.
- 4.3.3** The marina does not permit vessels which present hazards to other vessels, the docks and related facilities, or individuals in the marina.
- 4.3.4** 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 (or have lines extend) more than 50% of the width between fingers and must provide safe passage between boat hulls. For vessels moored in double slips, maximum width must not exceed 30% of the width of the horseshoe.
- 4.3.5** Vessel length including any overhangs must not protrude beyond the dock into the channel or over the walkway.
- 4.3.6** The maximum length of a vessel on BBVCC piers will be limited to fifty feet (50) hull length (excluding bowsprits and swim steps. 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”).
- 4.3.7** 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.
- 4.3.8** 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.
- 4.3.9** Vessels 35ft or less are limited to one slip. If additional slips are desired for multiple boats or for convenience, these will be considered through the wait list process.

4.4 Operational Readiness, Seaworthiness, Vessel Condition, and Inspection

Vessels, *whether moored in the marina and/or located in the storage yard*, must be operable and maintained in a safe and seaworthy condition and be of a design suitable for operation on the open waters of Puget Sound/Salish Sea in the typical range of sea conditions.

- 4.4.1 Operable Vessel.** “Operable” means capable of safely maneuvering under its own power out of the marina on its engine, from the mooring to another port of call and back to its mooring. In cases where a vessel does not appear to have left its mooring for a long period of time and the question of operability arises, Harbormaster/Designee may require a demonstration of the vessel’s operability. At least thirty-(30) day’s advance written notice must be given to the vessel’s owner for such a request. In cases where a vessel is found to be inoperable, the owner shall have ninety (90) days to effect repairs. If after ninety (90) days the boat is still inoperable, the mooring will be forfeited to BBVCC. An extension of up to an additional ninety- (90) days to complete repairs may be granted if the vessel owner has, in the sole opinion of Harbormaster/Designee, made substantial progress toward completion of repairs. If the vessel is removed from the water to effect repairs, regular sublease policies will apply. This section is not intended to apply to any brief period of repair common to most vessels. Harbormaster/Designee may repeat this request to test operability as needed.

4.4.2 Seaworthy Vessel. “Seaworthy” shall mean 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. If a dispute over the seaworthiness of a vessel arises, the opinion of a qualified independent marine surveyor may be obtained at the owner’s expense. If a determination is made that a vessel is unseaworthy, ninety (90) days shall be granted to repair the vessel. If after ninety (90) days the vessel is still not determined to be seaworthy, the mooring of said vessel shall be forfeited to BBVCC. An extension of up to an additional ninety (90) days to complete repairs may be granted if the vessel owner has, in the sole opinion of Harbormaster/Designee, made substantial progress toward completion of repairs. If the vessel is removed from the water to effect repairs, regular sublease policies will apply. In cases where determination of operability, design and/or seaworthiness is in dispute, Harbormaster’s/Designee’s decision will be final.

4.4.3 Vessel Condition. Any vessel, *whether moored in the marina and/or located in the storage yard* which is poorly maintained in appearance, badly deteriorated or likely to damage property may be removed at the owner’s expense upon receipt of written request from Harbormaster/Designee. At least thirty-(30) day’s advance written notice must be given to the vessel’s owner to effect repairs. Should the vessel owner be unavailable or available but refuses to act upon such a request, Harbormaster/Designee with concurrence of the BBVCC’s Board of Directors shall have the right to cause removal at the owner’s expense.

4.4.4 Inspection of Vessel and Appurtenant Structures. Vessels and/or appurtenant Structures (e.g., dock boxes, access steps, trailers) which, in the opinion of Harbormaster/Designee, are in poor condition and/or hazardous to BBVCC property or other vessels or facilities, may be denied permission to remain on BBVCC premises. Upon request, the owner of vessel or appurtenant structure must grant permission for an on-board inspection of his vessel and/or appurtenant structures by Harbormaster/Designee for the purpose of determining compliance with applicable BBVCC regulations and policies. Failure to grant permission MAY RESULT in immediate forfeiture of all marina privileges.

4.4.5. Emergency Access. Vessel owner acknowledges that with indications of vessel distress (e.g., taking on water, severed mooring lines) Village Personnel may board vessel without notice to owner to effect Good Samaritan actions intended to reduce damage and enhance marina safety, such boarding does not construe liability or bailment towards BBVCC.

4.4.6. Denial of Marina Use. Vessels that fail to comply with standards of Operational Readiness, Seaworthiness, Vessel Condition, and Inspection are subject to Enforcement Rules and Regulations (see paragraph 1.6).

4.5 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.

4.6 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.

4.7 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). 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 ownership (title or registration) and proof of liability insurance in the amount of \$300,000 or more 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 subject to impound; 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.

4.8 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. (See item 4.2.2)

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. Extra slips are third priority in assignment. To be on the wait list, a vessel must be current in registration and insurance (with proof provided). Owners may not be on the wait list without owning a boat.

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 4.1, New Moorage, when wishing to increase or decrease in size).

4.9 Moorage Assignments

All moorage slip assignments will be made on a first serve basis depending on the size of the vessel in relation to the slips available as well as one's position on the waiting list. 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. For annual moorage, **the assigned vessel** must be moored in that space for not less than five (5) months per year thereafter, otherwise they will be subjected to the monthly moorage rate.

If the assigned vessel is absent for an extended period – BBVCC has the option to reassign the slip and convert moorage to the monthly rate

4.10 Moorage Reassignments

Under special circumstances it may be necessary to require a marina member to relocate their vessel on 30 days' notice. In such cases where the relocation is not related to the size of the vessel, should the new location be larger than the original one, the Harbormaster shall waive the difference for the timeframe involved

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 66% rule and is therefore required to take the entire finger, subsequently moves to longer finger where the 66% 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 4.1); for "neutral" relocation see Section 4.8 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
Should a member sell/reduce the size of their vessel, they may be reassigned to a smaller location as well.

4.11 Sub-Assignment of Moorage

No sub-leasing is allowed. Only vessels registered to be in a slip may be moored there. Should an owner know that their slip will be available for subleasing, they may contact the Harbormaster with the dates/specifics and, should a sublease be on the wait list, the Harbormaster will not count this time against the 5 month minimum and will issue a prorated refund of annual moorage for the time of the lease.

4.12 Voluntary Moorage Termination

No annual moorage will be prorated. The only option available for partial year occupancy (whether its early termination or late entry) will be for monthly moorage.

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 slip termination.

4.13 Involuntary Moorage Cancellation

When moorage is cancelled for cause, the rules apply as in 4.12 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.

4.14 Keys

Members who have obtained annual or moorage privileges (or gas 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 (2) 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 14 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 fines and/or 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 or parking areas. 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

5.5.1 For all Docks, effective 2021, with regards to cleats, dock boxes, boarding steps, corner-rollers, corner storage platforms, and all other attachments to docks or slip-fingers, ONLY village maintenance staff are authorized to make such installation. All slip holders, current and new, shall sign a form acknowledging having read and understood this regulation. **Failure to comply with this regulation could result in revocation of moorage privilege.**

5.5.2 All such installations will be accomplished using U-bolts, "clamp-on" devices etc., as no penetration (screws, bolt holes, nail-holes, etc.) of docking materials is allowed.

- 5.5.3 Slip holders will purchase all items proposed for installation from a listing of approved items, such list to be maintained by Village staff. Any requested dock accessory not on the approved list must be approved by Village staff.
- The listing of approved items will also include a small installation fee for village installation services.
 - NOTE: Existing hardware, cleats, dock boxes, corner rollers etc. already in place on A, C and D docks are “Grandfathered” and shall remain in place. However, NO new installations will be allowed on these docks on a “go-forward” basis unless installation is completed by BBV maintenance staff.
 - As of 2021, any permanently attached accessory (cleats, corner rollers, etc.) installed by the village staff will become property of BBVCC and NOT removed. (u-bolted dock boxes can be moved)
- 5.5.4 Docks and dock-fingers must be kept clear at all times. Dock/fingers are not to be used as a repository or storage area for dinghies, crab traps, equipment, materials, etc.
- 5.5.5 Boarding steps are permissible as long as they allow air circulation to prevent the rotting of the dock.
- 5.5.6 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 and they must not be fastened or attached to the docks.
- 5.5.7 Homemade dock boxes are not permitted.
- 5.5.8 The use of the docks, fingers, or pilings as a base for the permanent attachment of unauthorized objects is not permitted. Corner storage platforms are prohibited (other than those installed by Village maintenance personnel specifically for a dock box).
- 5.5.9 Additional floats should moorage space allow, may not be affixed to the finger/main dock, rather tied. Such floats must be maintained in good condition.

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, 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, washing, etc.) are allowed in the marina and facilities. 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 BVCC office. 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 and trailer, including adequate lines, fenders, and space to protect docks and adjacent vessel(s) and/or trailer. For mooring: 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 marina 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 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. Monthly Moorage

6.1 Eligibility

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 monthly boat moorage privileges. Only one (1) moorage space per BBVCC lot is allowed.

6.2 Application

Application: see Section 3. moorage is made through the BBVCC office. At the time of assignment proof of current liability insurance showing \$300,000 or more, and proof of ownership (title or registration) of the vessel and trailer in the name of the prospective marina member must be presented, listing BBVCC as additional insured.

6.3 Fees

Payment for moorage must be paid to the BBVCC office prior to use.
Refer to the current year's Marina Fee Schedule.

6.4 Terms and Conditions

Depending on available space, boats may be accommodated within the BBVCC marina throughout the year on a full-month rental period basis with a minimum (2) month rental period) to be assigned by the harbormaster or his designee. No reservations, prepayments, or guarantees. Moorage is based on slip size available at the time of request. Moorage fees are payable upon reservation and go into effect immediately (no holds). No monthly moorage is prorated for partial months and covers the 1st through the last day.

Keys for the marina will be issued upon receipt of the 'key deposit' fee for those that have obtained permission and paid the moorage fees.

At end of the agreement boats must vacate the marina by the date specified, and unless the marina member has gas privileges, marina keys must be returned within 15 days.

6.5 Decals

A temporary BBVCC decal or pass for the rental period must be affixed to the boat in a visible location for the purpose of identification. Only vessels with decals or temporary passes properly affixed 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 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 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 current liability insurance in the amount of \$300,000 or more, vessel and trailer titles or registrations in the name of the lot owner/renter must be presented when application is submitted and before a decal is issued, listing Birch Bay Village as Additional Insured).

7.3 Fees

Payment for launch ramp privileges is made to the BBVCC office. The fee is good through December 31st of that year. The fee is for the calendar year and there is no prorating. Refer to the current year's BBVCC Fee Schedule.

7.4 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 within the year paid. Vehicle with attached boat trailer may be temporarily parked in the launch parking lot while out boating on the water. (Launch parking is the space between A and B Docks). Launching privileges do not include marina moorage or trailer storage. See permanent Dry Storage Section 8.

7.5 Decals

7.5.1 Launch ramp decals will be issued upon payment of the launch (marina usage) fee and after proper paperwork is on file. Decals for the current year must be affixed to the boat and trailer on the port side in a visible location for the purpose of identification. Decals from prior years must be removed.

7.5.2 Village Entry Decals denote that a vessel and 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 nor is a member of the marina. Such vessel/s and or trailer/s may NOT be launched/retrieved in the marina. Proof of ownership is required to receive entry decals and is only available for BBVCC members and house renters.

Commented [JC1]: We should talk about this more. If these are non-marina boats/trailers, then it shouldn't be in the marina rules.

7.6 Guest Use of Launch Ramp

7.6.1 Guests of BBVCC members or house renters may use the launch ramp and guest dock if the member pre-registers with the BBVCC office, before guest entry into BBVCC.

7.6.2 The launch fee for guests is a round-trip (launch and retrieval - refer to current fee schedule). Current boat registration, trailer registration, vehicle registration and liability insurance in the guest's name are required before guest entry into BBVCC. Trailers may be parked in the launch parking area temporarily. A guest may use the launch ramp up to six (6) times within a calendar year.

7.6.3 BBVCC members are responsible for the conduct of their guests and the guest's compliance with all Marina Rule and Regulations.

7.6.4 For guest moorage see Section 11.

8. Dry Storage

8.1 Eligibility

BBVCC members and BBVCC house renters in good standing with marina privileges may store a vessel on its appropriate boat trailer in the dry storage area upon payment of the annual storage fee and submittal of applicable paperwork (see Section 3). As of 2021

Spots are assigned by the BBVCC office, please coordinate with the office for an assigned spot before you park.

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 and submittal of applicable paperwork. 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 spaces are available with electric hookup. Power is turned on from November through March and power is charged on a full-month basis. Available spaces are assigned by the BBVCC office and a deposit will be required for receipt and usage of a wattage limiting boat heater. (See current fee schedule).

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. Marina privileges will be revoked.

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 "locked" in place (trailer tires will be "booted" and boats will be chained to the dock). 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). All storage impounds 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.

8.4 Kayak/Canoe Storage

8.4.1 BBVCC will designate Village common areas for the storage of kayaks/canoes owned by BBVCC owner/renters.

- a. Area 1 – Sunset Park**
- b. Area 2 – San Dollar Beach**
- c. Area 3 – Marina**

8.4.2 BBVCC will impose a fee for storage of kayaks/canoes. The fee will be determined by the BBVCC Board of Directors and will be sufficient to offset any and all costs to BBVCC that result from the creation, operation and/or maintenance of the storage areas, and enforcement of the rules and regulations pertaining to the use of the storage areas.

8.4.3 Each owner/renter wishing to store kayaks/canoes must complete an application provided by the BBVCC Office. All storage and/or marina usage fees should be paid when applying for storage. Fees will be paid annually and will not be pro-rated for a portion of the year.

8.4.4 Owners/renters may use this storage space for a single kayak/canoe. Each kayak/canoe must be tied down/secured to the storage rack with UV resistant chord/rope/bungee cords to ensure they can withstand high wind events.

8.4.5 All kayaks/canoes must be of a reasonable size as to not infringe on neighboring storage spots.

- a. Oversize kayaks/canoes shall be considered on a case by case basis.
- 8.4.6 Storage space will be rented/renewed on an annual basis according to availability and on a first come, first served basis. If there are not spaces available, owner/renters will be put on a waiting list.
- 8.4.7 BBVCC shall not be held responsible for any loss or damage to kayaks/canoes or other items stored on BBVCC property.
- 8.4.8 Kayak/canoe storage is for the use of BBVCC owners/renters only.
- 8.4.9 The rental period for storage spaces will be from January 1, through December 31 each calendar year.
 - a. Renewal of storage spots shall take precedence over new storage requests.
- 8.4.10 BBVCC will distribute vinyl decals to all registered storage users to identify their kayaks/canoes. These vinyl decals should be affixed to each kayak/canoe in such a way that it is easily seen while being stored.
- 8.4.11 Any property found stored on or near a kayak/canoe storage racks and/or in or near the storage areas that is not approved, shall be removed at the owner's expense. Owners who have not paid the annual storage fee, and/or have not complied with the terms and conditions of these rules and regulations, shall be responsible for all removal, storage and related costs incurred by BBVCC.
- 8.4.12 Any kayaks/canoes that are not stored correctly or have been found to be in danger of damaging neighboring kayaks/canoes, will be removed and stored at the BBV maintenance building until the owners have been notified. Kayaks/canoes found loose of the storage racks prior to or immediately after high wind events, shall also be removed from the immediate area to prevent additional property damage.
 - a. If owners/renters do not or will not retrieve these kayaks/canoes within a reasonable timeframe, said property will be surrendered to the Village.

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 non-refundable deposit. The applicant must complete a Gas Card Application prior to being issued a card. Fuel cards will be turned off at the end of each calendar year and only turned back on when the yearly Fuel Access fee has been paid. The fuel credit card will only be replaced (1) one time due to damage or if the card becomes demagnetized. Fuel charges are due within 30 days of charge made, regardless of invoice mail date. All owners with fuel card are encouraged to register for automatic payments for fuel charges to avoid interest/penalties.

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 within 15 days of the termination.

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.

9.5 Keys

Fuel dock users, who have paid their marina users fee, also need to obtain a marina key from the BBVCC office. A key deposit is required (refer to current year's Fee Schedule).

10. Privately Owned Moorage

10.1 Vessel Usage Restrictions

Marina Rules & Regulations, as applicable, apply to owners/guests of private docks. A marina usage fee is required for all actively used private docks. As the marina is classified as recreational use only, no commercial boats may use the private marina.

10.2 Decals

Launch decals will be issued for boats meeting Section 3 and Section 7 criteria and with payment of the launch/marina usage fee.

10.3 Vacant Lots

Parking is prohibited on vacant lots except for those adjacent to the marina that have a private dock. For these vacant lots, owners may park their vehicles when required to access or use their dock and or boat.

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**. Slip space may be available on the first dock on the starboard side shortly after entering the marina channel next to the gas dock building. Vessels may not exceed fifty (50) feet. Vessels must not block access to the fueling and pump out docks. Signs at each end of the dock define the guest dock area.

Members of other Yacht Clubs that have a pre-arranged reciprocal agreement with the BBVCC Yacht Club are also welcomed to use the guest moorage. Reciprocal yacht club vessels are to fly their club burgee while in the marina and must reserve space ahead of time.

Birch Bay Village members who have Marina privileges (moorage, private dock, launch ramp, or small 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 three (3) nights (leaving by noon of the fourth day) 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 three (3) days with a maximum of six (6) non-consecutive stays permitted per year.

The Harbormaster, under extraordinary circumstances, has the authority to assign temporary moorage to vessels into general marina slips. Utility usage will not be billed to the permanent slip lessee.

Moorage Members may not share their slips with guests.

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. Insurance certificate listing reflecting liability coverage \$3000,000 is required.

12. Fee Summary

(See current BBVCC Fee Schedule for amount of fee):

12.1 Marina Use (Facilities) Fee (Annually – January 1st or first-time of use)

Required for all users of the marina, including those users who rent from a Private Dock owner. Includes launch privileges. Is not required for private dock owners who have no boat and do not use their dock.

12.2 Moorage Fee (Annually – January 1st or at time of moorage assignment)

Required for moorage in the General marina.

12.3 Guest Launch Fee (as needed)

Required for launch and retrieval of guest vessels.

12.4 Storage Fee (At time of storage or annually – January 1st)

Required for storage of vessels/trailer in marina dry storage.