

# NORTH EAST RIVER YACHT CLUB Inc.



## Docks and Moorings Policies & Procedures

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## Revision History

| Revision | Date      | Author                                 | Reason for Change  | Nature of Change (Major/Minor) |
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| V-001    | 9/17/2010 | Dock Team, R.<br>Roecker, R.<br>Hughes | Revision of previous versions, approved by BOG 9/17/2010   | Major                          |
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## Docks & Moorings Policy and Procedures

Access to the beautiful modern marina facilities at North East River Yacht Club is one of our organization's most distinguished member benefits. Club members who lease a seasonal slip enjoy 24/7 access to their boat in a sheltered environment with convenient water and electrical services at each slip. All members and transient guests are welcome to tie-up to the outside of the perimeter dock structures when visiting the Club or attending Club functions. Overnight accommodations inside the marina or on the perimeter docks are usually available, and are arranged through the Club's Dock Master. The policies and procedures detailed in this document identify the responsibilities and expectations for all who use our facilities, and were designed to ensure the benefit of our marina can be enjoyed equitably by our members.

### I. General

- A. Slip sizes are determined by the original marina plan. The slip rates are determined by the size of the slip, not the size of the boat in a slip. A 37 ft. boat in a 45 ft. slip will pay for the 45 ft. slip.
- B. All boats must fit within their assigned slips. No boat may protrude beyond the outermost pile. If a slip holder docks a second vessel, which he owns in the slip, both vessels must fit within the assigned slip. This includes dinghies tied to the bow or stern of vessel. Under special circumstances, the Dock Master may make an exception to this rule.
- C. No member may use any boat in the marina or any boat in the Club Owned Fleet for commercial purposes. Commercial activities violate the NERYC Marina zoning restrictions
- D. No member is permitted to assign his slip to anyone else at any time. The assignment of slips is made by the Dock Master.
- E. A slip or mooring holder may not sub-lease or loan his slip or mooring to another member without the permission of the Dock Master. Any such changes will be effected by the Dock Master. NERYC reserves the right to apply a 10% administrative charge for all such changes.
- F. Any member who loses his good standing must resolve the issue affecting his standing within 30 days, or remove his boat from the marina. The vacated slip will then become available for assignment. After the 30 day period, if the issue(s) are not corrected and the owner does not remove the boat, it will be deemed to be trespassing. The boat will be removed at the owner's expense and risk.
- G. No boat shall be located in any slip other than the one assigned to that boat, unless

approved by the Dock Master.

- H. During the year, the Dock Master will update the list of available slips posted in the Burgee Lounge and on the Dock Bulletin Board.
- I. Members will notify the Dock Master when their slip(s) or mooring(s) will be vacant for more than 3 days.
- J. The Dock Master has the right to temporarily assign vacant slips to visiting yachts on an “as available” basis. Utility fees will be credited to the slip holder’s utility account.
- K. Small Boat/Dinghy Storage
  - 1. Mooring Holder’s dinghies and any other dinghies or small boats may be assigned storage only on the Dinghy Racks upon payment of the required fee. Space on the dinghy racks will be assigned by the Dock Master. All boats stored must display a NERYC storage decal. Dinghies may not be stored on the docks. Non-Club owned dinghies may not be stored overnight on the deck of the floating dinghy dock.
  - 2. Members may launch small boats from the beach or picnic area and may keep trailers in the parking lot on the day the boat is being used. Overnight storage of trailers requires pre-approval of the Dock Master.
  - 3. Small boats not owned by the Club may not be stored overnight (except for boats owned by sailing camp instructors and campers who use these boats for the benefit of the sailing camp. These boats may stay on Club property for the duration of the sailing camp, or while in use for the club. They must be stored in the appropriate location).
  - 4. Small boats owned by the Club must have a NERYC decal and a number that corresponds to the Dock Master’s inventory log of boats owned by the Club and will be stored in the appropriate location.
- L. Personal Water Craft (PWC) may not be stored on the Club grounds. They must be tied up to slips overnight, provided they fit within the assigned slip.
- M. The Club encourages slip holders to live on board their vessels for weekends or vacations. While no member may live aboard his or her vessel in a NERYC slip or mooring on a permanent basis, permission may be obtained from the Board of Governors to allow longer term habitation not to exceed the normal dock season of the calendar year. The vessel must be maintained in an operating and seaworthy condition at all times. The vessel’s decks must remain clear of excess personal possessions not related to the operation of the vessel. The vessel’s owner(s) may have the maximum of two (2) licensed vehicles in the parking lot. Motor homes, trailers, or large trucks are not allowed to be stored in the lot.

(BOG 4/15/2011)

- N. All personal belongings must be stored in either a dock box or on the vessel. Personal belongings must be stowed below deck.
- O. Dock boxes and/or dock steps must be purchased from the Dock Master or approved by the Dock Master. The Dock Master will supervise the installation and removal of all dock boxes or steps attached to the docks. Dock boxes need an ID sticker which will be provided by the Dock Master.
- P. If a boat is jointly owned, all co-owners must be members of the Club.
- Q. No member can use his seniority to obtain a slip or mooring for another member.
- R. All vessels, including small boats and dinghies must be clean and seaworthy. If the Dock Master deems a vessel in noncompliance, the member will be notified either by email or a registered letter. The member will have 30 days to rectify the situation. Failure to do so may result in a request to remove said vessel and/or loss of slip. Cleanliness and seaworthiness will be determined by the Dock Master in conjunction with the House Committee. After the 30 day period, if the issue(s) are not corrected and the owner does not remove the boat, it will be deemed to be trespassing. The boat will be removed at the owner's expense and risk.
- S. Slip holders are not permitted to make any improvements or modifications to their slip and/or the docks. Requests for improvements or modifications must be made in writing to the Dock Master.
- T. The NERYC By-Laws and House Rules apply to the waterfront, docks, slips and moorings.

## **II. Non-slip Holder Guidelines**

- A. **ALL** overnight dockage requires the completion of a Transient Slip Reservation form. This form will be available from the OOD, in the restaurant, and/or on the web site. An overnight dockage without a completed Transient Slip Request Form will not be complimentary and subject to the fee schedule outlined below.
- B. For a vessel spending the night, the fee schedule is outlined below:
  - 1. Non-slip holding members of NERYC and mooring holders are entitled to three (3) complimentary overnight dockages per season. Fourth and subsequent overnight dockages will be charged at a rate of \$25 per night.
  - 2. Reciprocal Yacht Clubs will be charged \$1 per foot with a \$25 minimum per night.
  - 3. CBYCA member boats will be charged \$1 per foot with a \$25 minimum per night.

4. Visiting Yacht Clubs not affiliated with CBYCA will be charged \$1.50 per foot with a \$35 minimum per night.
  5. Electric charges of \$5 for 30 amp service, and \$10 for 50 amp service, per night will be levied for **ALL** dockages if used by the boat.
  6. Non-slip holding members of NERYC who desire overnight accommodations and dine in the Club restaurant (and spend a minimum of fifty dollars - \$50.00) will not be charged for the use of a transient slip if the Dock Master has been notified. (The Dock Master will have a cell phone that will allow you to leave your name, phone number, time, and date on his voicemail).
- C. Fees shall be paid upon tying up. A receipt will be provided for all fees paid.
- D. When visiting the NERYC marina, it is imperative to work with the Dock Master to minimize the inconvenience of slip holder's ingress/egress.
- E. Mooring holders may use vacant slips and transient spaces without charge (except electric) in times of extreme weather (winds in excess of 30 knots) and when there is a hurricane warning.

### **III. Slip & Mooring Vessel Requirements**

- A. All boats in slips and moorings shall comply with Maryland Excise Law. Any fees incurred by the Club or any fine levied against the Club due to a non-compliant vessel shall be reimbursed to the Club by the owner of said vessel.
- B. Members must provide their own boat property and liability insurance for any/all boats berthed at NERYC. This proof of insurance **MUST** accompany each signed Slip and Mooring Rental Agreement. Members will be held responsible for any damage to docks, moorings, etc. caused by their negligence. The basic insurance requirements are:
  1. North East River Yacht Club, Inc. as an additional named insured on the policy.
  2. \$500,000 of liability coverage.
- C. The Dock Master has the right to request proof of boat ownership and proof of insurance at any time. If a slip or mooring holder is unable to produce proof of ownership or insurance within 30 days, his slip will become available for reassignment. After the 30 day period, if the issue(s) are not corrected and the owner does not remove the boat, it will be deemed to be trespassing. The boat will be removed at the owner's expense and risk.

### **IV. Slip & Mooring Assignments**

- A. Slip and mooring assignments will be made only to members in good standing. The Club Administrator will provide the Dock Master with the list of current members in good standing 1 week prior to Slip Assignment Day. Slip Assignment Day shall be the same day as the Annual General Membership meeting.
- B. Any member in good standing shall be entitled to apply for, and be assigned, a suitable slip or mooring for berthing his vessel. Assignment is based on seniority and availability. NERYC will endeavor to honor requests for a particular slip or mooring, but the Club retains the right to make any changes it finds necessary to accommodate the greatest number of boats. Slip and mooring assignments are governed by seniority, length, beam, electrical requirements, draft, per procedure.
- C. If slips and moorings are available after April first, members in good standing may apply for a second slip. The seniority schedule defined later in this document shall apply. The member does not retain rights to both slips. Every year, the member must decide which slip he desires to retain. The second slip goes back into the pool and becomes available for assignment.
- D. Each September, the Board of Governors (BOG) will set the Slip and Mooring Rental Fee and Deposit Schedule for the upcoming season. The schedule will be mailed to the Club membership in September along with the Slip and Mooring Rental Agreement. During the season and based on economic conditions, fee adjustments may be considered and instituted by the Dock Master with the approval of the BOG. Any fee adjustments made during the docking season will not nullify previously signed contracts for that year.
- E. The Dock Master must have approval of any agreements outside or in exception to the Docks and Moorings Policies & Procedures document. The agreement / exception requires 3 approvals from the following BOG positions - Commodore, Vice Commodore, Administrator, Finance Chair and Treasurer.
- F. A member on the waiting list or any member desiring a slip or mooring that has not already completed a Slip and Mooring Request Form must send to the Club Office attention Dock Master a completed Slip and Mooring Request Form, along with the required deposit, by October 31st. Deposits are non-refundable. Slip and Mooring Request Forms and deposits received after October 31<sup>st</sup> will be handled on a first come, first served basis, and then the seniority schedule shall apply.
- G. A member who has an assigned slip and who wants to change his/her slip must 1) reserve his/her existing slip by signing the Slip and Mooring Rental Agreement and submit payment in accordance with the published payment schedule; and 2) submit a Slip and Mooring Request Form requesting the change. This process will reserve the member's current slip or mooring in case the slip or mooring the member desires does not become available and/or another member with higher seniority wants the same slip or mooring. An existing slip or mooring holder following this procedure is not required to submit a deposit with his/her second Slip and Mooring Request Form.



- H. If a member wishes to change a slip or mooring, but does not renew the Slip and Mooring Rental Agreement on his/her existing slip or mooring by October 31<sup>st</sup>, this slip or mooring will become available for reassignment and be included on the posted list of available slips and moorings. The member must complete a Slip and Mooring Request Form and send in his/her deposit in order to avoid a break in seniority.
- I. The assignment of slips and moorings is the responsibility of the Dock Team, chaired by the Dock Master, using the guidelines below. If a member believes his assignment was not properly handled, he may file a brief, written appeal (1 page or less) to the BOG. If the BOG determines the assignment was within the established guidelines, the member will be notified in writing. If the BOG determines the appeal has merit, the Management Team will interview the member to fully explore the complaint and the Dock Team to determine why the guidelines were not followed. The Management Team will arbitrate a resolution to the problem. The Dock Master will recuse himself from the deliberation and vote of any and all arbitration.
- J. The contractual dock occupancy season is on or about March 15<sup>th</sup> to November 30<sup>th</sup>. The contractual mooring occupancy season is on or about April 15<sup>th</sup> to November 15<sup>th</sup>. The Dock Master and BOG reserve the right to make minor adjustment to these dates. Water and pump out availability is weather dependent.
- K. Winter in-water storage in slips will be offered. Winter rental rates and rental agreements will be available through the Club office after July each year. The Winter Rental Agreement must be submitted to NERYC by November 15<sup>th</sup>, together with the required payment, and proof of insurance. Pro-rated in-water storage rates are available.
- L. The rental fee for slips and moorings rented after July 1<sup>st</sup> will be prorated by the number of days remaining in the contractual occupancy season.

**V. Guidelines:**

- A. Each September, **all members** will be sent a Slip and Mooring Request Form with instructions for obtaining a slip or mooring. In addition, **all current** slip or moorings holders will be sent a Slip & Mooring Rental Agreement, with instructions for renewing the Agreement or changing a slip or mooring. Included in this notice will be the date of Slip/Mooring Assignment Day.
- B. Members wishing to renew their Slip & Mooring Rental Agreement will complete the form and return it on Slip/Mooring Assignment Day. The required deposit and certificate of insurance are due by October 31<sup>st</sup>. This will guarantee the member their same slip or mooring for the upcoming season. Failure to submit the required information and deposit will result in 1) the transfer of the current slip or mooring to the “available” list; and 2) forfeiture of seniority status on Slip/Mooring Assignment Day.
- C. Members wishing to rent a slip or mooring for the first time will submit a Slip and

Mooring Request Form, with the required deposit, and proof of insurance on Slip/Mooring Assignment Day.

- D. All slip/mooring fees must be paid in full by March 15th. Failure to do so will result in the loss of the slip or mooring (which will go on the “available” list) and the forfeiture of any partial payments.
- E. Members are encouraged to request the slip or mooring of their preference. Every effort will be made to meet these preferences, but the final allocation will be based on seniority levels and the Dock Team’s discretion. The member’s seniority will be determined as follows:
1. Level 1: Number of years and months the member has been a slip or mooring holder, or has been on the waiting list.
  2. Level 2: Number of years and months of membership of NERYC.
  3. Level 3: Number of years as a BOG member (current or past).
  4. Level 4: First come, first served basis
- F. Two examples illustrate how the procedure will work:
1. Example 1: Member J.J. Jones has been a slip holder for the past 25 years and has been a Club member for the last 35 years. (Total points: 60)
    - a. JJ has requested slip #28, a 30 ft. slip. He has a 24 ft. boat, but likes the location.
    - b. Member A.H. Smith has been a slip holder for 2 years and a member of NERYC for 2 years. (Total points: 4) He also wants slip # 28 and has a 28 ft. boat.
    - c. Member JJ would be assigned slip #28.
  2. Example 2: Member Dolittle has been a member for 6 years and a slip holder for 5 years. (Total points: 11)
    - a. Member Happy to Help has been a member for 6 years and has been on the waiting list for 5 years, waiting for a 50 ft. slip. Member Happy to Help spent 2 years on the BOG as Secretary. (Total points: 13).
    - b. Both members have requested slip # 50, a 55 ft. slip with 2 x 30 amp receptacles.
    - c. Member Happy to Help would be assigned slip #50.
- G. In exceptional circumstances, the Dock Master may deviate from these guidelines if it believes this to be in the best interests of NERYC and the total membership.