

# ARSBC Marina Rules & Regulations – Adopted 15 Sep 2021

## DEFINITIONS

- a. ARSBC - Acushnet River Safe Boating Club, Inc.
- b. Auxiliary - USCGA Flotilla 65.
- c. BOD - Board of Directors and Officers.
- d. Vessel Length - Length carried on the state registration or USCG documentation or the measurement of the center line from bow to stern excluding pulpit, swim platform etc.
- e. Contract - Signed document between ARSBC and lessee executed for slip rental for the period April 1 to November 1.
- f. Fees - Slip fee, electric fees, first year entrance fee (\$1000.00), one-time \$10 per foot fee in addition to the regular per foot fee, and surcharge for work hours as voted by the membership.
- g. Float Days - First Saturday in April and first Saturday in November unless changed by the BOD.
- h. Immediate family - Mother, father, spouse, daughter, son, sister, brother, or domestic partner.
- i. Domestic partners - Same or opposite sex couples; Must be at least 18 years old; Must share a committed, live-in relationship; Must be financially interdependent; and not legally married to anyone else.
- j. Proof of Ownership - State registration, USCG documentation, or proof of pending transfer of USCG Documentation showing the lessee owns a 100% interest in the vessel or owns at least a 50% interest in the vessel and immediate family members own the remaining interest in the vessel. If the vessel was purchased in the last 3 months prior to slip day, the ARSBC may accept a notarized bill of sale along with documents showing the official length of vessel to be awarded a permanent slip, however the vessel must comply with all laws when vessel is placed into marina.
- k. Marina/Pier Chairperson - Member appointed by the ARSBC president and approved by the BOD to assign slips, reassign slips, lease and sub-lease slips, charge fees for transient, and manage the day-to-day marina operation. Any member can appeal the Marina/Pier Chairperson's decisions to the BOD.
- l. Member - Person in good standing in the ARSBC and BQ, AX, or AX2 status in USCGA Flotilla-65.
- m. Seniority Date - USCGA official enrollment date into Flotilla 65 adjusted for any not enrolled in Flotilla 65.
- n. Slip Day - Second Sunday in December where slips are assigned or moved.
- o. VSC - Vessel Safety Check.
- p. OPFAC - Operational Facility.
- q. Vessels Restricted - Corporate or business ownership without permission.
- r. Work Hours - Required 8 hours of work for ARSBC during the period January 1st and November 30th of the current contract year; hours must be documented on a "work card" and countersigned by a BOD, an Officer, a Chairperson (Marina/Pier, Gas, Yard, House, Project, etc.), or Dock Representative.

## CONTRACT TERMS

- a. The contract term is April 1 to November 1 unless altered by vote of the general membership. Any vessel remaining in the marina on floats out day, without approval from the BOD, will be assessed a \$10.00 per day penalty, payable upon demand.
- b. No slip is to be used by anyone not assigned to the slip without permission of the Marina/Pier Chairperson.
- c. If the assigned slip is going to be vacant for more than 5 days the lessee must notify the Marina/Pier Chairperson in advance.
- d. If the vessel is put in the water after July 5, lessee must notify the Marina/Pier Chairperson at least 7 days prior to occupying your assigned slip. Failure to do so could result in being placed in a different slip at the discretion of the Marina/Pier Chairperson.
- e. Lessee agrees to give notice to the Marina/Pier Chairperson if executing a bill of sale. Lessee must inform the buyer that the vessel slip is not included in the sales transaction and that the new buyer must contact the Marina/Pier Chairperson for slip arrangements. If lessee fails to comply the new owner will be required to remove the vessel immediately.
- f. In the event a Lessee buys another vessel, the Marina/Pier Chairperson shall be notified. If slip space is available, the second vessel will be allowed to remain in the marina for a maximum period of two weeks without fee. A penalty assessment of \$10.00 per day will apply after the two-week period and/or the lessee can apply for a temporary slip at the public rate.
- g. If a lessee dies the immediate family may occupy the lessee's slip for the remainder of the contract period with approval of the BOD. If the immediate family member is also an ARSBC member, they may keep the deceased member's slip as their permanent slip and enjoy the same privileges as the deceased did, except his/her seniority date. The recognized seniority date will be that of the immediate family member taking ownership of the vessel.
- h. A lessee that sells their vessel and plans to purchase another vessel can renew their permanent slip without proof of ownership (note: See timeline under contract renewal).
- i. The lessee will provide proof of ownership and insurance to the Marina/Pier Chairperson before placing a vessel other than the vessel on file into his/her assigned slip. Marina/Pier Chairperson and Lessee will ensure all vessels placed into assigned slip meet dockage criteria and applicable fee differences are paid.
- j. All fees must be paid by all slip holders. Refunds are allowed with the rules below:
  - a. A permanent slip holder who wishes to forfeit his/her slip may request a full refund prior to June 1 of the contract year; no refunds will be issued after June 1.

- b. A permanent slip holder who places a smaller vessel into the marina may request a refund prior to June 1 for the difference of size (no refund on electricity).

## **CONTRACT RENEWAL**

- a. Only a contract for a permanent slip can be renewed for the following year. Renewals will be accepted during the period designated by the Marina/Pier Chairperson and ending on the last Saturday in November.
- b. Unless previously approved by the BOD, if a permanent slip holder fails to put his/her vessel into his/her slip for two consecutive contract periods, the lessee will lose his/her permanent slip and must wait one contract period to be eligible to apply for another permanent slip.
- c. Requirements for renewal:
  - I. Lessee must pay all Marina fees by the last Saturday in November in person or by making arrangements with the Marina/Pier Chairperson
  - II. Lessee must be a member and must have been assigned a permanent slip.
  - III. Lessee must have paid auxiliary dues for the following year (be current on dues).
  - IV. Provide proof of a passed VSC inspection during the current year or be a current OPFAC. It is highly recommended to have the VSC completed within two weeks of placing the vessel into the marina.
  - V. Lessee must submit proof of ownership unless waived due to selling vessel.
  - VI. Lessee must have vessel insured during the contract period and must provide proof of insurance upon slip renewal. The vessel insurance must be in the name of the lessee.
  - VII. Lessee must submit proof of work hours unless aged 67 or older on contract renewal day and has been a member of Flotilla 65 for at least 10 years or are collecting disability benefits under such programs as Social Security, Supplemental Security Income, Federal, State or Municipal disability programs, or a private disability program and show proof, or have been granted an exception to the work hour provision by the BOD.
    - i. Qualifying work hours is work performed for ARSBC, without compensation, such as: Assisting with floats in or out, building and grounds upkeep, club cleaning, bar tending, working at entertainment parties, elected and appointed ARSBC officers/chairpersons, and Coast Guard Auxiliary mission hours.
    - ii. The Marina/Pier Chairperson will issue a work card at the time of slip contract signing. If a lessee is not given a work card, it is the responsibility of the lessee to obtain a work card from the Marina/Pier Chairperson.
    - iii. Any Lessee not attaining the full work hours will be assessed the \$50.00 per hour fee for each hour under the required hours. This fee will be added to the slip contract fee and must be paid before the slip contract is renewed.

## **DOCKAGE CRITERIA**

- a. Vessels will be assigned slips in accordance with the following size requirements. The Marina/Pier Chairperson can make temporary exceptions and the BOD can make permanent exceptions. No vessel in excess of 50' is allowed in the marina.

DOCK A, G, H, I: 25' AND BELOW

DOCK B (east side): 25' TO 31'

DOCK C, D: 32' AND OVER

DINGY DOCK 12' AND BELOW

DOCK B (west side): 25' TO 34'

DOCK E, F: 31' AND BELOW

## **GENERAL RULES**

- a. No smoking while refueling at the gas dock including Dock E.
- b. No fueling by means of portable gasoline can(s) is permitted. This does not apply to diesel fuel.
- c. No outdoor cooking grills are to be operated in the marina except in areas designated by the Marina/Pier Chairperson or the BOD.
- d. All shore power cords must be three-wire, 30 or 50 amp approved marine type, unless exempted by the BOD. Shore power cables should be routed in a manner where they do not dip into the water or cause a tripping hazard, acceptable to the Marina/Pier Chairperson. Water hoses must be stored on hangers.
- e. Lessees are responsible for the conduct of their guests.
- f. Illegal drugs and/or fireworks are not allowed on ARSBC property. Violators will be brought before the BOD for disciplinary action.
- g. Children under 12 years of age must wear life jackets while on the main dock or floats.
- h. All animals must be kept on leash and owners are responsible for cleanup after their animals.
- i. Lessees, members, and guests must comply with all posted safety and warning signs.
- j. Violations of marina rules or safety rules may lead to discipline action up to loss of slip without refund and/or denied membership in the ARSBC as deemed appropriate by the BOD and the ARSBC By-Laws.
- k. Vessels with air conditioners as well as "Live-Aboard" vessels pay a higher electrical fee as voted by the membership.
- l. It is the responsibility of the lessee to ensure the paid work on the lessee's vessel is conducted by persons who have applicable liability insurance before entering the marina area.
- m. The ARSBC has the right to cancel any contract for reasons beyond its control. The ARSBC has the right to file a lien on lessee's vessel for unpaid fees, legal expenses, and other expenses, as applicable by law.

## MOVES & ASSIGNMENT OF PERMANENT SLIP

- a. Conducted once a year on Slip Day by the Marina/Pier Chairperson or his/her designee.
  - I. First, the Marina/Pier Chairperson moves vessels to accommodate the majority of members. The Marina/Pier Chairperson will make every attempt to request approval/review from the BOD at a BOD meeting prior to Slip Day.
  - II. Second, members will sign up to be moved or assigned a slip as directed. There will be two lists, a permanent slip holder list for members who want to move their permanent slip and a list for members seeking a permanent slip. After sign up, the lists will be ordered by seniority.
  - III. Finally, slip assignment (moves and newly issued) will begin by order of seniority starting with the permanent slip holder list. NOTE: Seniority applies throughout slip day and is not one opportunity to move, i.e., if the senior member does not want to initially move or be assigned a slip, the member may move or be assigned a slip if another desirable slip opens during slip day; contested slips are given to the senior member.
- b. Lessees will not be assigned a permanent slip unless it meets the dockage size criteria.
- c. All fees must be paid and all required documents presented on slip day. The work hour surcharge is waived when initially assigned a permanent slip. See Proof of ownership and fees definitions.

## TEMPORARY SLIPS

- a. The Marina/Pier Chairperson or designee will be responsible for creating and maintaining lists. Temporary slips will be assigned using the priority lists below:
  - I. Priority 1: Slip Day Member List: A list created from members who were present or had a representative present on slip day who were eligible but not offered or assigned a permanent slip, order by seniority.
  - II. Priority 2: Members List: Members who requested a temporary slip who were not present on slip day, ordered by seniority.
  - III. Priority 3: Public List: Anyone who does not meet requirements for above list, ordered by date added to list.
- b. Slip seekers are removed from the above lists when offered a suitable slip for his/her vessel. Slip seekers can request to be added onto an applicable list at any time as long as they meet requirements of such list.
- c. A lessee with a vessel already in the marina may request to be added to the public slip list for additional vessels at the public rate. No lessee will have more than one vessel at the member rate in the marina at any one time.
- d. If a temporary slip becomes available, and there is no acceptable person/vessel on any of the lists, the temporary slip will be filled by first come first served bases. In such cases where multiple notification from slip seekers come in close proximity, use the above list rules to decide.
- e. Temporary slips will not be prorated April through June and prorated July through October based on a 5-month schedule, see table below. There will be a temporary slip member price and a non-member price set at a general membership meeting.
  - I. April – June: not prorated
  - II. July: Prorated to 4/5th or 80%
  - III. Aug: Prorated to 3/5th or 60%
  - IV. Sep: Prorated to 2/5th or 40%
  - V. Oct: Prorated to 1/5th or 20%
- f. Temporary slips are for one contract term and cannot be renewed on slip day. Temporary slips can be offered any day after slip day as they become available.