

Bay Ridge Civic Association

Rules Governing the Pier Facilities and Their Administration

Preamble

These rules are established by the Bay Ridge Civic Association (BRCA) to assist in its attempt to provide the greatest possible number of its members with inexpensive, private facilities for berthing their boats.

Slips are rented to BRCA members only and in accordance with Anne Arundel County MA-1 Zoning Guidelines. These facilities are for the non-commercial use of BRCA members who are active in boating. Except as otherwise provided in Section 3 below, the term "slips," as utilized herein, includes both slips and moorings.

1) Membership

Boat slips are made available only to members of the BRCA. For the purposes of these rules, membership in the BRCA terminates when BRCA dues are not paid by April 1, or when a member transfers legal title to the Bay Ridge property to another or when the lease of a tenant/member expires.

2) Eligibility For A Slip

In order to be eligible for a slip, a BRCA member must abide by the following:

- a) The member shall provide true and accurate information on his boat and its ownership (per the application or annual renewal form).
- b) At the time of application or renewal, the member shall provide a photocopy of the Maryland Certificate of Title or current registration or Coast Guard document, or other acceptable proof of ownership. The member will promise to notify the pier committee as soon as there is any change in the subsection (a) information or document given to the Pier Committee.
- c) The member is at all times required to establish that his boat is lawfully registered in Maryland or is documented with a current Maryland Use Sticker. The right to occupy a slip terminates when the State registration or Coast Guard documentation lapses.
- d) BRCA members are eligible to apply for a slip so long as 50% of the ownership of boat is by BRCA members.
- e) When a member holding slips disposes of a boat or their interest in same, the right to occupy that slip terminates, and an obligation to remove the boat applies, unless they notify the Pier Committee that they wish to retain the slip for a replacement boat. The member wishing to retain the slip for the term of the current contract agrees that the Pier Committee may temporarily lease the slip to another person. When the member has acquired another boat the slip may be reclaimed on four weeks' notice to the Pier

Committee. The member wishing to retain the slip will receive no refund of any portion of his rental fee.

- f) There is no right for a boat other than the one described in the contract to occupy the slip without written consent of valid Slip Holder and Pier Committee except for a boat of a member's guest and then only upon permission of the Pier Committee and for not more than three weeks. Slips which will be vacated by the Slip Holder for repairs, extended vacation or any other reason, for more than three weeks, may be temporarily assigned by the Pier Committee in accordance with Section 3 below, provided, however, that the person temporarily assigned to the Slip Holder's slip will provide a written letter to the Slip Holder agreeing to vacate the slip upon reasonable notice but in any event within five days written notice that the original Slip Holder wishes to re-occupy the slip, along with adequate contact information for both parties and any agreed upon re-occupancy date. No fee shall be charged for the sublease and any boat temporarily assigned to a slip which does not timely vacate the slip upon proper notice shall be subject to removal and storage by the Pier Committee at the sole cost of the owner.
- g) Upon the death of a Slip Holder, a boat may continue to occupy the slip and the Estate may continue to renew the slip, during the pendency of the Estate of the Slip Holder. If title to the boat is transferred to a family member who is a resident of Bay Ridge, the right to occupy a slip and renew a slip also transfers to that Bay Ridge resident.

3) Assignment of slips

- a) The contract creates no right for the member to occupy any particular slip for more than one year. The Pier Committee will assign slips and moorings according to the draft and size of the boats, the waitlist, and the ownership criteria set forth herein. Generally, the Pier Committee will reassign a slip holder's boat to the same slip with each annual renewal. Boats which do not optimally fit the assigned slip, however, may be subject to reassignment, at the sole discretion of the Pier Committee, if a better fit becomes available. The guidelines for optimally fitting boats into slips are as follows:

draft: 2 feet less than the depth in the center of the slip at MLW
 beam: less than 3 feet narrower than the actual beam clearance of the slip
 length:

20 foot slips:	boats 21' or less in overall length;
25 foot slips:	boats between 21' - 26' in overall length;
30 foot slips:	boats between 26' - 31' in overall length;
36 foot slips:	boats between 31' - 37' in overall length;
40 foot slips:	boats between 34' - 41' in overall length;
slips over 40'	boats over 40'

Ownership Criteria for Slip Assignments:

		Landowner	Boat Owner*
Priority 1	Resident	100%	100%

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Priority 2	Resident	100%	Less Than 100%
Priority 3	Resident	Renting	100%
Priority 4	Resident	Renting	Less Than 100%
Priority 5	Absentee-Resident**	100%	100%
Priority 6	Absentee-Resident**	100%	Less Than 100%
Priority 7***	Second boat per household regardless of Priority assigned to that boat.		

***Two or more owners who share 100% ownership will be given the highest priority that would otherwise apply to any of the owners.**

**** “Absentee-Resident” means property owners who do not occupy their Bay Ridge Property as a principal residence for at least one month in any given calendar year.**

*****Priority 7 applies to new applications for second boats per household after May 31, 2003. Second boats assigned slips or already on the waitlist as of that date are grandfathered as to renewal (and replacement in kind of an unforeseen loss) applications only by the owner as of the above date.**

Mooring Buoys

Moorings, when available, will be assigned to BRCA members, however, BRCA assumes no liability for maintenance or adequacy of any mooring. All BRCA rules as set forth herein apply to the use of mooring buoys.

- b) Only the Pier Committee has the power to assign or reassign slips, the member may not exchange slips with another member without the prior approval of the Pier Committee, however, change may be requested to accommodate unusual circumstances.
- c) A member holding a slip who qualifies to renew his contract for the following year will have priority in securing a slip over a prospective slip holder, but the actual slip assigned will depend on vessel dimensions.
- d) A current slip holder, in good standing with BRCA, needing a larger (or smaller) slip to accommodate a newly acquired boat, shall have first consideration when new slips become available.

4) Use of the Facilities

BRCA marina facilities are for the private, reasonable use of members who are active boaters. The following guidelines are to be observed:

- a) Boats berthed at the BRCA facility may not be used for any commercial boating activity.
- b) Use of the pumpout station will be according to the pumpout station rules and regulations. No member will use the pumpout station or allow any other person to use the pumpout without first obtaining instruction from a member of the pier

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committee or their designee in the proper use of the pumpout station or without completing an application for use of the pumpout station.

- c) Members and their guests will not make loud noise or engage in other conduct that interferes with the enjoyment of the facilities by others.
- d) Members are responsible for the proper tie-up of their boats in their respective slips. Lines of adequate size and strength must be used.
- e) Members are to remove all disposable items and substances as trash removal is not provided by BRCA.
- f) Members shall refloat any sunken boats in their slips within two weeks of its sinking and at the member's expense.
- g) Pier facilities are not to be used for the storage of boats. Members who are obviously storing their boats and not actively using their boats will be considered in breach of this contract and their rights to a slip shall be terminated in accordance with the Stored Boat Policy set forth herein.

Stored Boat Policy:

In the current contract year, the Pier Committee, either acting on its own, or as a result of a complaint or multiple complaints from current slipholders, may determine that a boat is a "Stored" boat, even though a current and complete annual Slipholder's Contract, Application and fee have been received, under the following circumstances:

1. The boat is unusable and has remained unusable, without substantial efforts to repair the boat, for a period of one month, or
2. The boat is unsafe for navigation, as determined by an inspection by the Department of Natural Resources or the Coast Guard, or
3. The boat is derelict and has been so neglected as to pose an immediate threat to the safety of one or more surrounding boats or the marina itself, or
4. The boat is unused during the period of May 1st - September 30th of any given calendar year for an extended period greater than 60 days for reasons that are unrelated to the health or well-being of the owner or his/her immediate family.

The Pier Committee shall have the discretion to review the circumstances of any such boat and make a determination whether or not said boat, in the circumstances, qualifies as a "Stored" boat. The Pier Committee shall notify the owner of any such complaint, including the identity of the person or persons making the complaint, and shall request a written explanation from the owner within a reasonable time

(depending upon the circumstances) as to the circumstances in issue. As a result of this preliminary evaluation, the Pier Committee may either determine the boat is not a “Stored” boat, determine the boat may be a “Stored” boat unless certain remedial measures are successfully implemented or determine the boat is a “Stored” boat and refer the matter to the Bay Ridge Civic Association (BRCA) Board of Directors for further action.

5) APPEAL TO THE BRCA BOARD OF DIRECTORS

A Slip Holder may take an appeal of a Notice of Termination or a Stored Boat determination or any other determination by the Pier Committee to the BRCA Board of Directors. The Slip Holder shall provide the Board of Directors with a written explanation from the owner within a reasonable time (depending upon the circumstances) as to the circumstances in issue. The Board of Directors shall, if the circumstances reasonably permit, give the owner reasonable notice of any meeting held by the Board in which the status of that boat is to be discussed, and allow the owner to attend the meeting and make a brief presentation to the board on the circumstances. As a result of this evaluation, the BRCA Board of Directors may affirm, over rule or modify the decision of the Pier Committee or may take any of the actions available to the Pier Committee as set forth above or may direct the Pier Committee to remove the boat from the BRCA Marina, pursuant to the terms in the Slipholder’s Contract and store the boat at a licensed commercial marina, with all costs of removal and storage to be the responsibility of the boat’s owner(s).

6) Electricity, Water and Pumpout Station

As a convenience to the members, the BRCA provides electricity, water and a pumpout station at the facilities. Under no circumstances, however, will the BRCA have any duty to provide electricity, water or a pumpout station. Members shall not use an air conditioner or heater on a boat when no one is aboard and will be liable for any damage to the property of the BRCA caused by the use of any such devices. The Pier Committee may terminate any unreasonable use of water, electricity or pumpout station.

7) Liability

- a) The BRCA has no duty to care for any boat or protect it from any natural or human harm.
- b) The member is liable for any damage to the property of the BRCA and shall indemnify and hold harmless the BRCA for any loss or damage it may sustain as a result of any act or omission of the member, his family or guest.

The breach of any obligation by one member shall not create for any other member a cause of action against the BRCA.

8) Notice

- a) Whenever notice to the Pier Committee is required by the Contract or these rules, the member must provide notice in writing, delivered by mail or in person to the chairman of the Pier Committee.

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b) Whenever notice to a member is required, a member of the Pier Committee shall provide notice in writing, delivered by mail or in person to the address the member provided in the contract. Notice by mail shall be deemed to have been given five days after it is postmarked.

9) Compliance With the Contract and These Rules

No member shall be excused from strict compliance with the Contract and these rules merely because the Pier Committee may have excused prior breaches.

10) Selection of the Pier Committee

The Pier Committee shall consist of at least three, but preferably between five to nine members, including the Chairman. The term for all members of the Pier Committee shall begin on July 1st for two years, with no more than half of the terms expiring in a given year. Members are eligible for reappointment. The appointment of new members of the Pier Committee to fill expiring or vacant terms shall be made by the appointment of the Pier Committee Chairman and shall be voted upon by the Slipholders at the regular July Slipholders' meeting. Only slipholders or those on the waitlist are eligible to serve on the Pier Committee.

11) Wait List

The Pier Committee shall maintain a waiting list for new applicants and existing slip holders requiring a new slip for a replacement boat. Each vessel added to the Wait List shall be assigned a priority as defined in section 3 and placed on the Wait List in an order based on the date their completed application was accepted by the Pier Committee.

As slips become available, the Wait List shall be used to select the vessel to be assigned that vacant slip. The slip assignment shall be made as outlined in section 3 based on optimizing the physical dimensions of the vessel to the slip. The Wait List shall be transversed from the earliest application date to the latest with slip holders requiring a new slip for a replacement boat given priority over new applicants. The selected vessel assigned the vacant slip must meet all the Eligibility Requirements in section 2.

The Wait List shall also be used for assigning slips under section 2f, sub-leasing policy. The same process shall be used for selecting the vessel.

Vessels assigned a mooring will remain on the Wait List with the same priority and order unless they do not wish to be considered for a slip assignment.

The Wait List shall be made available to any BRCA member by posting it on the Bay Ridge Web site. It shall also be made available in printed form upon request.

**BRCA Community Pier
Fee Schedule**

Boat Length	Annual Fee	Deposit	Boat Length	Annual Fee	Deposit
10	\$75	\$800* Min	31	\$232.50	\$2,600
11	\$82.50	\$800	32	\$240	\$2,600
12	\$90	\$800	33	\$247.50	\$2,600
13	\$97.50	\$800	34	\$255	\$2,600
14	\$105	\$800	35	\$262.50	\$2,600
15	\$112.50	\$800	36	\$270	\$3,000
16	\$120	\$1,300	37	\$277.50	\$3,000
17	\$127.50	\$1,300	38	\$285	\$3,000
18	\$135	\$1,300	39	\$292.50	\$3,000
19	\$142.50	\$1,300	40	\$300	\$3,000
20	\$150	\$1,300	41	\$307.50	\$3,500
21	\$157.50	\$1,800	42	\$315	\$3,500
22	\$165	\$1,800	43	\$322.50	\$3,500
23	\$172.50	\$1,800	44	\$330	\$3,500
24	\$180	\$1,800	45	\$337.50	\$3,500
25	\$187.50	\$1,800	46	\$345	\$4000
26	\$195	\$2,200	47	\$352.50	\$4000
27	\$202.50	\$2,200	48	\$360	\$4000
28	\$210	\$2,200	49	\$367.50	\$4000
29	\$217.50	\$2,200	50	\$375	\$4000
30	\$225	\$2,200	Over 50		\$4,500

Moorings: \$275 Rental \$1,500 Deposit

Waitlist: \$250 Deposit

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