

SCHEDULE A

The Brighton Beach dock usage policy

This dock usage policy is intended to serve the following purposes:

- 1) to ensure that each member is allocated a reasonably good slip for mooring their primary boat;
- 2) to keep the total cost of building and maintaining the B.B. dock facility as low as possible by minimizing the number of extra boats moored or stored on the dock system;
- 3) to provide a mechanism for assigning extra slips to members who legitimately require a 2nd boat;
- 4) to keep the dry dock facilities free of excess clutter and available for boat maintenance and temporary storage for small, recreational boats; and
- 5) to help reduce B.B.'s potential liability to non-members who use the dock system.

There is no set of rules that can ensure all the above objectives are all met, without being overly restrictive and bureaucratic. This policy is in place to help each of us derive maximum benefit from the dock system without interfering with other members' use of the dock -- this can only happen if members abide by the intent of the policy instead of trying to find a way around the rules!

1) The Warfinger:

One member of the dock committee will be selected each year to act as warfinger, responsible for:

- keeping record of current slip allocations and assign temporary mooring berths;
- resolving any conflicts over, or misuse of slip spaces or other parts of the dock facility;
- assessing any dock related fines or fees and reporting such to the treasurer; and
- ensuring any trespassers on the dock are promptly encouraged to leave (all members should take an active role in discouraging trespassers from the dock, as they pose a serious liability to BB).

2) Primary "private" berths:

- Each shareholder, ~~except the 3 "bluff" shares,~~ *(amended November 2010)* is entitled to one "private" 20' berth.
- The 3 "bluff" shareholders must make special arrangements with the warfinger to obtain a temporary berth on the common dock. Allocation of these berths takes precedence over any 2nd boat slip spaces.
- Each shareholder can reasonably expect to have access to one safe slip on the protected - or shore-side - of the dock system as their primary berth.
- The cost of provision and maintenance of these primary berths is shared equally among all shareholders. This cost is included in and paid out of the monthly assessments.
- Primary private berths are assigned (as required, at AGM) on the basis of seniority.

3) Second "reserved" berths:

- Inside berths for 2nd boats are of limited availability, and are assigned after all primary berths.
- There is no guarantee that B.B. will be able to supply all 2nd berths that are required at any given time.
- Any unallocated inside slips may be assigned by the warfinger on a first-come-first-served basis.
- Minimum fee for a 2nd berth is \$20 \$50.00 per calendar month *(amended November 2010)* (\$600 per year) -- to offset extra maintenance costs of having extra boats moored on the dock.
- To ensure continuing rights to a 2nd berth, the fees for that berth MUST be pre-paid to the treasurer. Pre-paid 2nd boat spots are reserved for the use of the paying member only. 2nd boat spots that are not pre-paid may be re-assigned by the warfinger at any time.
- If there is contention over an unallocated berth, the slip will be assigned to the highest bidder. Resolution of such contention may be handled at any director's meeting, or by the warfinger at any time.

- A member's rights to a 2nd slip space will terminate when (i) they fail to pre-pay the amount agreed to for that slip; or (ii) at the AGM, when all slip spaces are re-assigned; whichever comes first.

4) Temporary or Guest berths:

- All berths on the outside - or south-side - of the main float, except the water-taxi stop, are designated for temporary moorage.
- These berths may be used by members and their guests for SHORT-TERM moorage only. Boats may not be permanently moored or stored in these berths. Following fair warning of an infraction of this rule, the warfingier may assess a fine of up to \$200 and/or have the boat removed at the owner's expense.
- Responsibility and liability for the safety of guests and their boats on the BB dock falls on the member being visited. Please ensure your guests know where they are allowed to moor and behave safely on the dock.
- In the event that there are insufficient inside berths to accommodate all those members who require a 2nd berth, some of these outside berths may be allocated as such by the warfingier.

5) Rights and entitlement of slip spaces:

- Members may lend or rent their primary slip space only to other members and approved tenants.
- No boats owned by non-members may be moored at the dock for extended periods whatsoever (e.g., guests may moor their boats while visiting, but may not store their boats).

6) Dry storage:

- Dry storage (on barge) is for repairs only and is limited to a maximum of 30 days.
- First 7 days of dry storage are free.
- Charges will be applied for dry storage beyond 7 days at a rate of \$2 per day, up to 30 days.
- Boats left on the barge beyond 30 days will be charged \$50 for the first month, \$100 for the second month, and \$200 per month thereafter, and, after fair warning, may be removed at the owner's expense.
- Small, human-powered recreational craft (canoes, kayaks, row boats, etc.) are allowed to be left on the dock from Easter weekend thru September 30, and must be left in designated area -- with spaces assigned by the warfingier on an as need basis. No charge for first such craft. All personal items, including small craft, crab traps, water skis, etc., MUST be removed from the barge on or about September 30, although boats and other items that are used through the winter may be returned to the dock thereafter.

