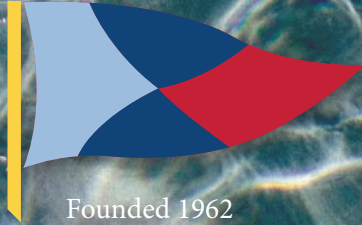


The Newhaven Yacht Squadron Inc



By-Laws and Procedures of
The Newhaven Safe Boat Haven, Maintenance Yard
and Squadron Launching Ramp

MAY 2023

Newhaven Yacht Squadron

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The Newhaven Yacht Squadron Inc

By-Laws and Procedures of the Marina, Maintenance Yard and Squadron Launching Ramp

Founded 1962

May 2023

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ASSOCIATIONS INCORPORATION ACT 1981
THE NEWHAVEN YACHT SQUADRON INCORPORATED
STATEMENT OF PURPOSES

NAME:

The name of the incorporated association is-

“THE NEWHAVEN YACHT SQUADRON INCORPORATED”

(Hereinafter called “The Squadron”) located at Newhaven, Phillip Island in the State of Victoria.

PURPOSES AND OBJECTIVES OF THE SQUADRON

The Squadron was formed for the following purposes and objectives-

1. To promote and encourage the sports of yachting, boating and angling at Phillip Island, and its surrounding waters, and do all things thereto and not inconsistent with the foregoing. To foster and train members in yachting and boat handling and inculcate all concerned with a sense of water safety and seamanship.
2. To acquire, maintain and develop Squadron premises, plant, equipment, boats, jetties, slipways, mooring facilities, boat storage and boat haven.
3. To apply for, obtain, hold and renew as required, from time to time, any certificates, licences, permits, leases or any other requirements needed for The Squadron’s existence, facilities and welfare. To seek and arrange for the necessary affiliation with any organisation which would be of benefit to The Squadron.

1. Introduction and Interpretation

- 1.1. The Newhaven Marina, by virtue of the Newhaven Lands Act (No 8666) of November 1971, is leased to and under the absolute control of The Newhaven Yacht Squadron Incorporated ("The Squadron").
- 1.2. Under the powers vested in it by The Squadron's Rules, the Committee has made the following By-Laws which supersede and replace any previous Rules or By-Laws written or implied in relation to the management and occupancy of The Newhaven Marina and these will remain in force until amended by the Committee.

1.3 Interpretation:

"Marina" means The Newhaven Safe Boat Haven.

"Marina Berth" means a marina berth, pen or mooring, located within The Squadron's Marina.

"Marina Berth Holder" means a Member of The Squadron who has been allotted a Marina Berth, in accordance with By-Law 3.

"Member's Boat" means a boat in The Squadron's Register, in the name of the Member.

"Nominated Boat" means the boat on the Squadron Register in the name of the Member and nominated by the Member to occupy the Marina Berth allocated to the member.

"Authorised Service Provider" means an organisation or individual engaged in the provision of boat maintenance services, who has, subject to The Squadron's requirements, been authorised to enter The Squadron's premises and provide boat maintenance services.

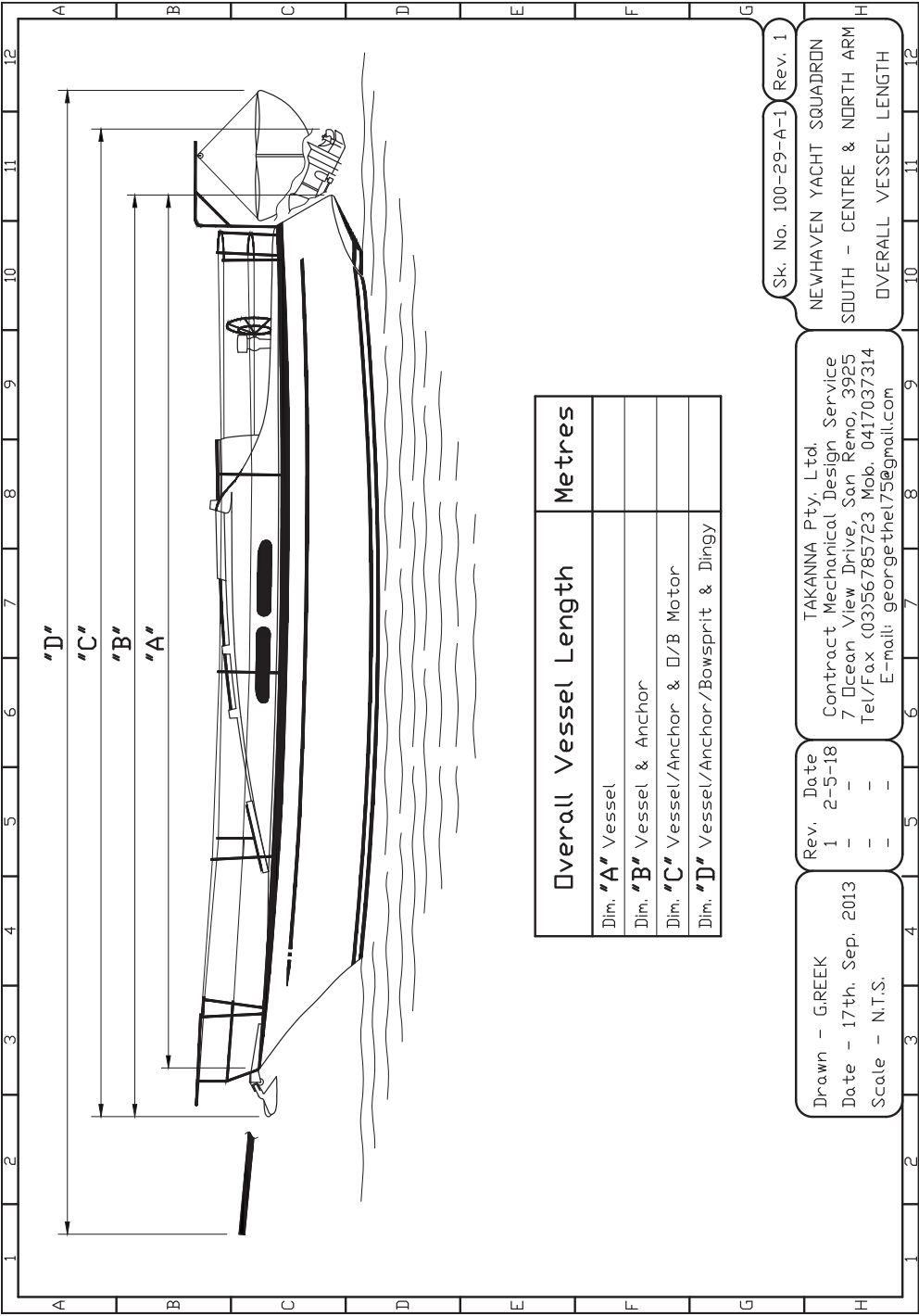
2. Management

- 2.1. A Subcommittee, known as the Marina Subcommittee, responsible to the Committee, will manage the Marina. It shall have the power to recommend to the Committee but will not give effect to any such recommendations until approval of the Committee has been received. Only Life or Senior members who are Marina Berth Holders in the Marina are eligible to be members of the Marina Subcommittee.
- 2.2. There will be no increase in any fee associated with the NYS Marina of more than 15% pa unless such fee increase is approved at a General meeting of Members (AGM).
- 2.3. A Social Member (NYS Rule 4 (a) (iv)) is a member who does not own a boat or does not regularly engage in on water activities.
- 2.4. In relation to Crew Members (Rule 4) (a) (v)) a berth holder may apply to the Committee for a Senior Member who crews on his or her boat to be authorised to access the Marina in the berth owner's absence for a fee to be determined by the Committee from time to time who will consider that person for approval to be known as a Senior Crew Member.

Alternatively, if a Crew Member provides proof of full membership of another accredited Sailing Club, then upon payment of a fee determined by the Committee from time to time who will consider that person for approval as a Crew Member.
- 2.5. The Committee may approve temporary marina access during peak periods of ramp usage (namely Xmas and Easter of each year) on terms and conditions as decided by the Committee from time to time).

- 3.1. On receipt of written application from a Senior or Life Member who is not currently a Marina Berth Holder the Committee may allot a berth, pen or mooring depending on availability and according to the type and dimensions of the Member's boat. Upon the berth, pen or mooring being allotted the Member shall sign a Marina Berth Agreement ("The Agreement") and pay the amounts specified in the Agreement.
- 3.1.1. When a Member comes to the top of the Marina Berth Waiting List and does not accept the offer, they are returned to the Waiting List, 2nd from the top. However, if the second offer (for the same berth size) is not accepted by the Member, they then go to the bottom of the list.
- 3.2. The berth, pen or mooring so allocated is not, except as provided for hereunder, transferable and cannot be sub-let. No berth, pen or mooring other than that allocated may be occupied by a Member without the prior consent of the Committee.
- 3.3. The Committee reserves the right to:
 - 3.3.1. Define the maximum dimensions of boats which may be accommodated within the Marina. The measurement of the overall length of the boat must include all protuberances. At the time of printing the maximum lengths permitted and distance between fingers are:

Page | 2



Overall Vessel Length	Metres
Dim. "A" Vessel	
Dim. "B" Vessel & Anchor	
Dim. "C" Vessel/Anchor & □/B Motor	
Dim. "D" Vessel/Anchor/Bowsprit & Dingy	

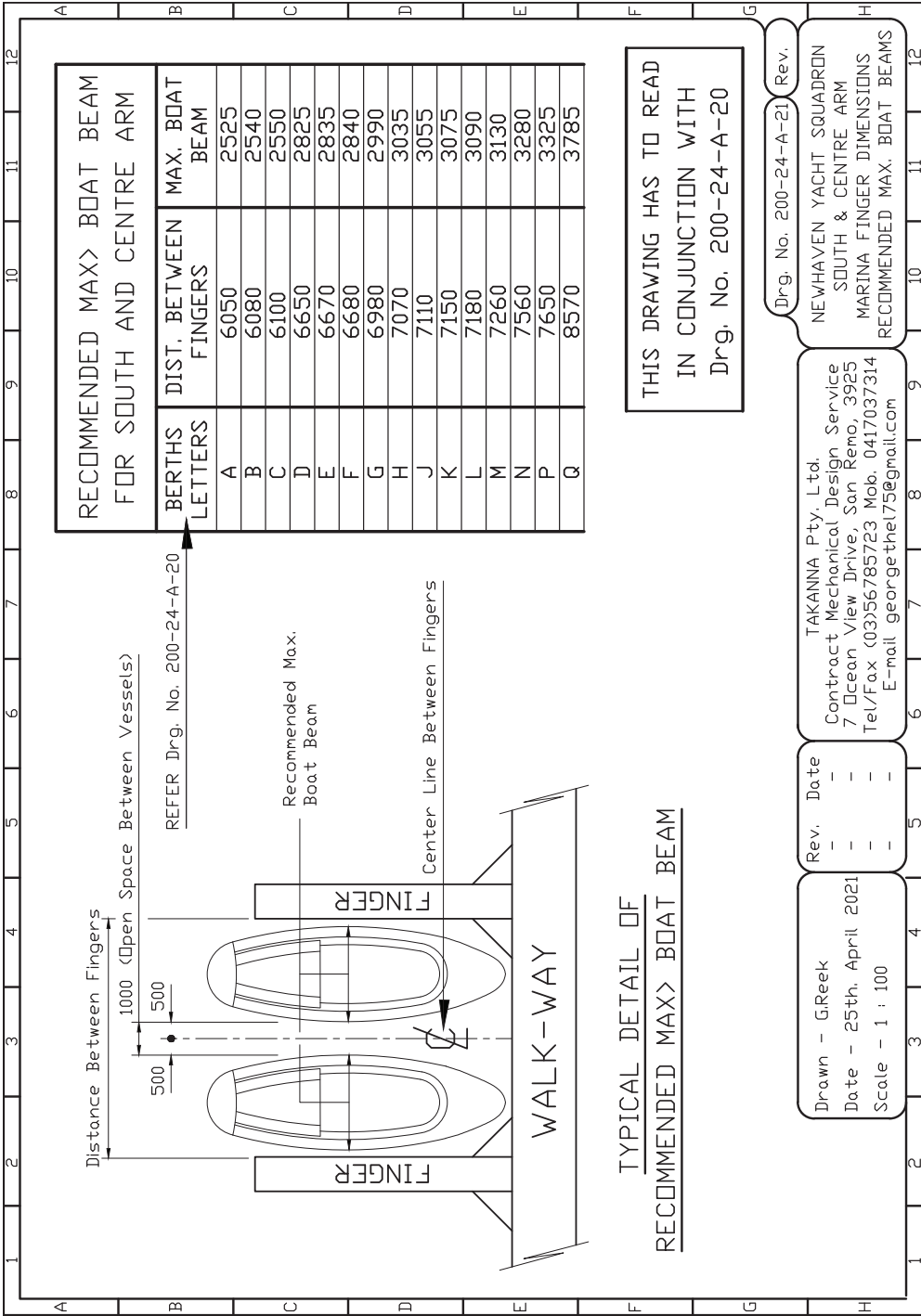
Drawn - GREEK
Date - 17th. Sep. 2013
Scale - N.T.S.

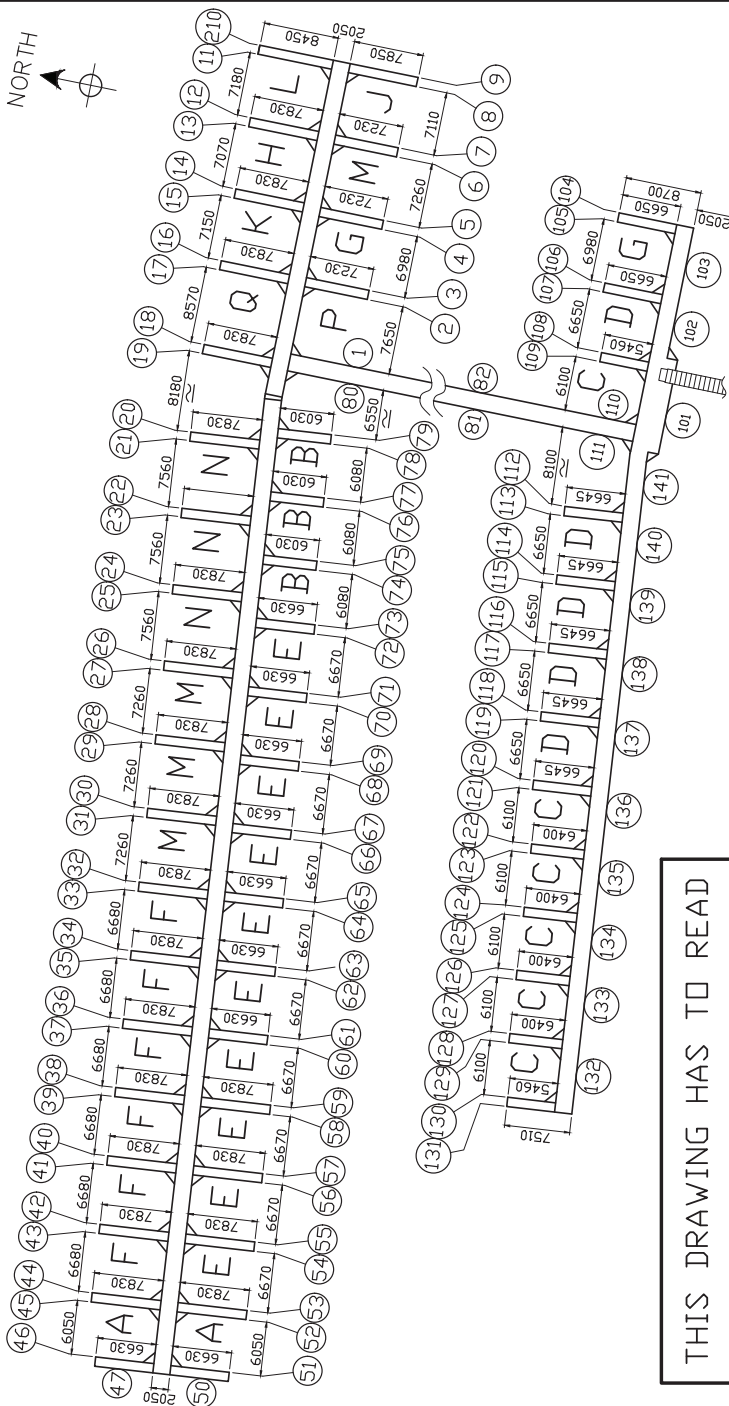
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Sk. No. 100-29-A-1 Rev. 1

NEWHAVEN YACHT SQUADRON
SOUTH - CENTRE & NORTH ARM
OVERALL VESSEL LENGTH





THIS DRAWING HAS TO READ
IN CONJUNCTION WITH
Dwg. No. 200-24-A-21

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Rev.	Date
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-	-

Drawn - GREEK
 Date - 25th, April 2021
 Scale - N.T.S.

NEWHAVEN YACHT SQUADRON
SOUTH & CENTRE ARM
MARINA FINGER DIMENSIONS
RECOMMENDED MAX. BOAT BEAM

- 3.3.2. Allocate and re-allocate berthage.
- 3.3.3. Relocate boats within the Marina.
- 3.3.4. Let on a temporary basis any berth, pen or mooring which is not occupied by the nominated boat.
- 3.3.5. Shift or order the removal of any boat from the Marina and to take any steps necessary for the preservation and protection of the Squadron's property and its Members' boats.
- 3.4. Should a berth be unoccupied by the nominated boat for a period of twelve (12) months without the written consent of the Committee. The Committee may declare the berth vacant and reallocate the berth. Any such consent will only be provided in exceptional circumstances and only for a further period not exceeding 12 months.
 - 3.4.1. In the case of a berth holder, or the estate thereof, who became a berth holder after 18th October 2003, refund the berth holder's Entry Licence Fee and Annual Fee in accordance with the terms of the Agreement.
 - 3.4.2. In the case of a berth holder, or the estate thereof, who was a berth holder prior to 18th October 2003, pay to the berth holder or the estate, an Entry Fee Refund, set at \$4,000.00 inclusive of GST, together with 1/12th of the last annual fee paid for each complete month from the date of reallocation of the berth to the next due date.
- 3.5. These amounts will be paid within 30 days of the Squadron receiving an Entry Licence Fee on reallocation of the berth.
- 3.6. No commercially registered boats are to be allowed permanent berthage in the Marina or allowed to use the Squadron ramp.
- 3.7. In relation to adjoining berths there is to be a 1 metre clearance between adjoining boats. The 1 metre clearance is to be measured 500 mm on each side of the imaginary centre line between adjoining berths.

4. Transfer to Family Member

- 4.1. On the death of a berth holder the Committee may, upon receipt of written application from the spouse of such deceased Member, transfer the berthage to such spouse, provided that the spouse is a Senior Member or applies for and is granted Senior Membership and signs the Agreement. No transfer fee shall be payable.
- 4.2. Should the spouse choose not to exercise the option contained in 4.1, the spouse or executor may apply to the Committee to transfer the berthage to a child of the berth holder provided that such child is a Senior Member at the time of the application. If the transfer is approved by the Committee the transferee shall sign the Agreement and the Licence shall be transferred. The transfer fee is non-refundable and as determined by the Committee from time to time.
- 4.3. A berth holder may apply to the Committee to transfer the Licence to the spouse or a child of the berth holder provided that the spouse or child is a Senior Member at the time of the application. If the transfer is approved by the Committee the transferee shall sign the Agreement and the Licence shall be transferred. A transfer fee as set by the Committee shall be payable. The transfer fee is non-refundable and as determined by the Committee from time to time.
- 4.4. No further transfer can be made by the transferee under By-Law 4.
- 4.5. Transfer rights under this clause do not apply to a syndicate or to any of the members of a syndicate.

5. Licence Fees, Annual Fees and Dues

- 5.1. Such fees shall be paid in advance at rates determined by the Committee from time to time. An account will be either posted or sent by email by the Secretary to the Member's registered postal address or email address. Such delivery will be deemed to be notice given.
- 5.2. Should any amount remain unpaid for a period of thirty (30) days the berth may be subject to forfeiture at the discretion of the Committee.
- 5.3. Should any boat in the opinion of the Committee become a hazard or be in disrepair it may be removed from the Marina at the Member's risk, expense and responsibility after due notice of such intended removal has been advised to the Member by either mail or email.
- 5.4. A berth holder who was a berth holder on 18th October 2003 may relinquish the berth by giving notice in writing to the Committee. An Entry Fee Refund, set at \$4,000.00 inclusive of GST, together with 1/12th of the last annual fee paid for each complete month from the date of relinquishment of the berth to the next due date will be paid. These amounts will be paid within 30 days of the Squadron receiving a Licence Fee on reallocation of the berth.
- 5.5. A berth holder who became a berth holder after 18th October 2003 may relinquish the berth in accordance with the terms of the Agreement.

6. Syndicates

- 6.1. A syndicate of up to ten Senior or Life members of the Squadron may apply (to go onto the waiting list) for a berth, pen or mooring. For purposes of certainty, there is no other process enabling a syndicate to obtain an interest in a berth, pen or mooring.
- 6.2. A Syndicate application shall nominate one of its members to act as Syndicate Manager for the purposes of dealings with the Squadron. Any notices, payments or other correspondence in relation to the berth Licence shall be addressed to the Syndicate Manager.
- 6.3. A syndicate may only consist of members holding their interests in equal parts and the number of members of a syndicate may not exceed ten at any time.
- 6.4. Subject to Clause 6.5, additional members who are Senior or Life members of the Squadron may join the syndicate and members may leave the syndicate during the term of the berth Licence provided any such changes are notified to the Secretary in writing and are approved by the Committee.
- 6.5. The Syndicate shall be considered dissolved and the Berth Licence terminated if the proportion of the members of the syndicate who were members of the syndicate at the time of the original application falls below 50% of the total number of members of the syndicate.
- 6.6. If the berth Licence is terminated the terms of the termination shall be in accordance with the Agreement.

7. Casual Occupants

- 7.1. Entry by unauthorised boats into the Marina is prohibited at all times.
- 7.2. Subject to availability, boats owned by Squadron Members may be allotted a casual berth at the discretion of the Marina Booking Officer at the ruling Casual Rate.
- 7.3. Owners of visiting boats must make prior application to the Marina Booking Officer stating details of the boat and duration of the visit and, within the availability of berthage, accommodation may be afforded at the ruling Casual Rate.
- 7.4. Both Members and visitors must complete and sign the appropriate Casual Berth Occupancy Agreement beforehand (See Appendix A).

8. Safety

- 8.1. Entry into the Marina area is restricted to Squadron Members and their crews, and casual berth holders and their crews. Non-members may enter if accompanied by a Member.
- 8.2. Children under ten (10) years are prohibited entry into the Marina area unless under the constant supervision of a responsible Member.
- 8.3. Swimming and fishing within the Marina is prohibited.
- 8.3.1. The Committee may approve a fishing event within the Marina. Any Squadron member may request approval for such an event by making a written request to the Secretary of NYS setting out the date and times and purpose of such event, together with details of the expected number of participants and name of the supervisor of the event. This request will then be considered by the Committee.
- 8.4. All persons entering the Marina do so at their own risk and responsibility.

Accident or Collision

- 8.5. The operator of any
 - (i) Boat,
 - (ii) Vehicle or
 - (iii) Equipmentin the NYS Marina/ launch ramp/ maintenance yard/ club rooms and surrounding NYS property, involved in any accident or collision resulting in injury to persons or damage to property including any near miss that could have resulted in injury to persons or damage to property must:
 - 8.5.1. If all parties involved are present, including the owner of any property where damage to property has occurred, all parties are to exchange names, addresses and phone numbers and as soon as possible the operator is to advise the Secretary of NYS by completing a NYS Incident Report Form and delivering it to the Secretary either by leaving the completed form in the Committee room mailbox or by e-mail. (See Appendix M)
 - 8.5.2. If all involved parties are not present, the operator is to immediately advise the Secretary of NYS by completing a NYS Incident Report Form and delivering it to the Secretary either by leaving the completed form in the Committee room mailbox or by email AND within 24 hours the operator is also to telephone the Secretary advising the Secretary of the incident.
 - 8.5.3. The completed NYS Incident Report Form will be brought to the attention of the Committee by the Secretary.
 - 8.5.4. **NYS Incident Report Forms are available** on the NYS website or from outside the Committee room.
 - 8.5.5. In any incident where persons are injured and/ or property damaged, the operator/s of the boat, vehicle or equipment involved must also comply with all Statutory reporting requirements in addition to the above requirements.
- 8.6 That where a Berth Holder fails to return a properly completed Safety Declaration within 7 days of the requested date, a follow up request be made giving the Berth Holder another 14 days to return a properly completed Safety Declaration form. Failure to comply with a 2nd request will cause removal of access to the marina until a properly completed form is returned to NYS.

9. Security

- 9.1. It is the responsibility of every Member to take adequate precautions to ensure security with respect to all Squadron property. Keys to the Marina are only available to Senior Members on application to the Secretary or for casual berth holders from the Marina Booking Officer, and on payment of a deposit set by the Committee.
- 9.2. A Member's Access Tag may only be loaned to Crew Members or Authorised Service Providers of the Marina Berth Holder's boat, while the Member is present at The Squadron's premises.
- 9.3. The Squadron is not liable for the security of any boat or equipment whilst in the Marina and does not accept any responsibility for any loss or damage whatsoever.
- 9.4. It is incumbent upon the owners of all boats to take all possible precautions to ensure safety and security, especially during re-fuelling.
- 9.5. Any persons wishing to enter the Marina or Maintenance Yard to inspect, service or maintain a boat, other than the Member's own boat, must first obtain permission from the Vice Commodore, or in his absence, the Maintenance Yard Manager.

Only Authorised Service Providers will be eligible to receive permission for access to the Marina or Maintenance Yard, either supervised or un-supervised, as determined by the Vice Commodore, or in his absence, the Maintenance Yard Manager.

It is the Marina Berth Holder's responsibility to provide The Squadron with all the applicable documentation, as well as proof of insurance cover for their nominated contractor and ensure that any contractor they wish to engage has appropriate insurances and complies with this rule.
- 9.6. Members are responsible for ensuring that the entry gates are returned to the closed and locked position after use.

10. Refuelling in the Marina and Maintenance Yard

- 10.1. Pouring or funnelling any motor fuel is prohibited.
- 10.2. Fuel shall be siphoned or pumped through a hose into the tank using a hose attached to the filling tank and long enough to enter the boat tank before pumping commences.
- 10.3. A re-fuelling sign must be displayed on the walkway adjacent to the boat or next to the boat in the yard.
- 10.4. All motors, batteries, mains power, pilot lights, ignition systems, stoves, refrigerators, generators, alternators must be off while re-fuelling.
- 10.5. No smoking and no flames are permitted.
- 10.6. All portable tanks must be filled ashore.

11. Passenger Landing

- 11.1. The landing is provided for the loading and unloading of passengers and boat gear. Boats shall not be left unattended at the passenger landing without permission from the Vice Commodore or Marina Booking Officer

12. Speed Limit

- 12.1. A two (2) knot limit must be observed within the Marina at all times.

13. Dinghies and Tenders

- 13.1. Other than Squadron-owned boats no dinghy or tender shall be tethered to a parent boat, or to a jetty or landing within the Marina without permission of the Committee.

14. Pollution and Defacement

- 14.1. Cleaning of fish in the Marina and discarding waste is strictly forbidden. No effluent, sewage, bottles, cans or rubbish of any kind shall be discharged into the Marina.
- 14.2. No automatic bilge pump shall be activated.
- 14.3. The defacement of any part of the Marina is prohibited.
- 14.4. No Member shall cause any fixture to be attached to the structures of the Marina, unless approved in writing by the Secretary, on behalf of the Committee.
- 14.5. The careening berth must not be used for the removal or application of antifouling or paint.

15. Mooring Lines

- 15.1. Mooring lines shall be of a diameter appropriate to the size of the boat, preferably nylon or silver rope. In the event of mooring lines not being in accordance with the above, or in the opinion of Committee not being in a proper state of repair, the occupant shall, within seven (7) days of receiving notice, written or verbal, replace such mooring lines as requested. Should the occupant fail to do so, then the Committee may do so, and the occupant shall pay any expense incurred.
- 15.2. No mooring lines shall cross over any finger or walkway or be left in a position of danger to any boat or person.

16. Mooring

- 16.1. Boats shall be moored in such a manner that no part of the boat, including bow sprit, bow rail, anchor, etc. protrudes over the walkway.
- 16.2. No outboard motor or in-board motor leg or lift up rudder shall be left in an upright position to create a hazard to a passing boat. A boat cannot exceed the maximum overall length allowable in its berth. Refer to Rule 3.

17. Residence

- 17.1. No person shall take up residence aboard a boat in the Marina, or within the confines of The Squadron property.

18. Dogs in the Marina and Maintenance Yard

- 18.1. Dogs shall be on a lead of their owner at all times. The owner shall pick up and dispose of any droppings. Dogs are not allowed in the Maintenance Yard.

19. Noise in the Marina and Maintenance Yard

- 19.1. No undue noise is permitted.
- 19.2. All masts, rigging and stays shall be secured.

20. Entrance Right of Way

- 20.1. Exiting boats must give way to incoming boats.

21. Car Parking

- 21.1. All vehicles and trailers must be parked clear of all access ways within the parking areas designated.
- 21.2. Parking in the loading zone is limited to 15 minutes.

22. Boat Insurance and Safety Declaration Form

- 22.1. All boats allotted berthage in the Marina shall be insured with a recognised insurer. At the time of printing the minimum acceptable cover shall be for legal liability to third parties (personal and property) for the sum of \$10,000,000.00. A copy of your Insurance Certificate or Certificate of Currency **MUST** be included with the annual return of your Safety Declaration form (sent to Senior Members or available on website or upon request to admin) and/or produced on request from the Committee.
- 22.2. All boats using The Squadron launch and retrieval ramp shall be insured with a recognised insurer. At the time of printing the minimum acceptable cover shall be for legal liability to third parties (personal and property) for the sum of \$10,000,000.00. A copy of your Insurance Certificate or Certificate of Currency **MUST** be included with the annual return of your Safety Declaration form (sent to Senior Members or available on website or upon request to admin) and/or produced on request from the Committee.
- 22.3. Each Senior Member is to complete and return to NYS a Safety Declaration Form by 31st July each year.
- 22.4. That where a Berth Holder fails to return a properly completed Safety Declaration within 7 days of the requested date, a follow up request will be made giving the Berth Holder another 14 days to return a properly completed Safety Declaration form. Failure to comply with a 2nd request will cause removal of access to the marina until a properly completed form is returned to NYS.

23. Squadron Launching Ramp, Pontoon and Beach

- 23.1. Use of the Launching Ramp is restricted to Members launching and retrieving boats registered on the Squadron Register and Squadron boats.
- 23.2. Members may not lend their Launching Ramp Access Tag to other Members or family or to Non-members. A Member's Access Tag may only be loaned to a crew member while the Member is present on the Squadron's premises.
- 23.3. So as not to delay others, each boat and trailer must be properly prepared and set up for launch before entering the ramp. Boats must not be power driven onto or off trailers.
- 23.4. Each boat must have a painter attached to the bow and a line attached to the stern so that both bow and stern are under full control once the boat is launched.
- 23.5. No boat may be left unattended on the Eastern (ramp) side of the Pontoon.
- 23.6. A boat may be left unattended on the Western (non ramp) side of the Pontoon or on the Beach whilst Members park or retrieve their towing vehicle and trailer.
- 23.7. So as not to disturb the marina bed when using NYS ramp, Members must not use their motor to power their boat up onto or off their trailer.
- 23.8. Refuelling a boat on the Launching Ramp or from the Pontoon is not permitted.
- 23.9. Members are responsible for ensuring that the chain across the Squadron Launching Ramp is returned to the closed and locked position after use.

24. Electricity use on the NYS Marina

- 24.1. The supply of power on the Marina is provided as a convenience. The Squadron accepts no responsibility for any damage or fault to your boat's electrical wiring or equipment that may occur due to fluctuation and/or variation to the voltage and power installed and connected on the Marina.

- 24.2. 240-volt electricity is available via socket outlets that accommodate standard plugs. Maximum current is 10 amps (2400 Watts).
- 24.3. Only one power lead may be connected to any one outlet at any time i.e. a double adaptor or power board is not allowed.
- 24.4. The supply lead must;
 - 24.5.1. be rated at a minimum of 10 amps
 - 24.5.2. be heavy-duty 3 core sheathed cord
 - 24.5.3. have weatherproof or moulded plug tops and sockets rated at a minimum of 10 amps.
- 24.5 The berth holder must take precautions to prevent the supply lead sagging or falling into the water.
- 24.6 The berth holder must ensure that the plug end cannot fall into the water should it become disengaged with the boat socket.
- 24.7 The supply lead to a boat must be in one length from the power supply point to the boat.
- 24.8. A traffic guard must protect the cable if crossing a walkway.
- 24.9. The supply cable must run as straight as possible from the power source to the boat i.e. not be coiled around a bollard base or a mooring cleat.
- 24.10. When power tools are used it is strongly recommended that an earth leakage circuit breaker be used on board the boat.
- 24.11. Power must not be left connected to a boat whilst it is unattended for more than 48 hours.
- 24.12. If a berth holder wishes to connect power to their unattended boat for more than 48 hours, they must apply to the Committee via the Marina Long-term Electricity Usage Form (available upon request to admin).
- 24.13. Approval for extended use of power may require the use of 15-amp cables and plugs with screw fittings as part of the approval process.
- 24.14. The Committee may require an annual electricity usage fee to be paid for extended use of power to a boat.
- 24.15. If you need to remove a lead connected to another boat for temporary reasons you must replace it immediately afterwards.

25. Boat Floating Devices within the Marina

- 25.1. Purpose:
This By-Law provides for the use with NYS Marina of certain floatation or hull cladding devices designed to protect boat hulls from marine growth.
- 25.2. Who may apply:
Any Senior or Life Member who is a berth holder pursuant to By-Law 3.2) may make an application for installation of an approved device into that member's allotted pen.
- 25.3. Criteria:
Criteria for approval and member's obligations are set out in Appendix J.
- 25.4. How is an application made?
By completing an Application Form for installation of a floating device. (form available upon request to the Admin).

A. Maintenance Yard Procedure

Members may use this facility for maintaining their boat after receiving authorisation from the Yard Manager or, in his absence, the Vice Commodore.

1. The boat must have insurance cover for legal liability to third parties, personal and property for \$10 million.
2. Must complete a Maintenance Yard Conditions of Use form from the NYS Yard Manager, Vice Commodore or Secretary.
3. The Yard Manager will enter your name on the waiting list and notify you beforehand when your reservation should come up
4. The tractor or Gantry may only be driven by the Yard Manager and others authorised by the Committee.
5. Hose down the washdown area and boat trailer or cradle immediately after washing your boat.
6. Clean up sand, paint chips, fragments of hull materials or other waste accumulated around your boat and dispose of them every day.
7. Take away your empty tins, painting gear and rubbish at the end of each day.
8. Ensure the security of the yard is maintained - last out locks the gate.
9. Report any damage to Squadron equipment to the Yard Manager as soon as possible.
10. Do not park cars, store trailers or boats in the Maintenance Yard.
11. No children under 14 years of age, or dogs are allowed inside the Maintenance Yard.
12. The Maintenance Yard is an Alcohol-Free Zone.
13. All charges relating to the Maintenance Yard, services and facilities are contained in The Newhaven Yacht Squadron Inc, Schedule of Fees.
14. All fees will be billed to the Member by the NYS Treasurer and are payable within 30 days of the invoice date.
15. No dry sanding is allowed unless a vacuum system as approved by the Yard Manager, is utilised.
16. No grinding of steel is allowed unless adequate protection is used and is approved by the Yard Manager.
17. No contractors can work on a boat in the Maintenance Yard or Marina until they have provided The Newhaven Yacht Squadron Inc. with a copy of their Certificate of Insurance, confirming cover for legal liability to third parties (personal and property) in the sum of \$10,000.00 and have advised in writing the names of all persons who will be carrying out the work and have subsequently received in writing by mail or email confirmation from The Newhaven Yacht Squadron Inc. that they are then an Authorised Service Provider who can carry out work on the squadron premises. Any authorisation provided will only apply to the current work on the boat, unless a specific time period is set out in the request and subsequent authorisation.

B. Gantry Operating Procedure

Only the Yard Manager is authorised in the use of the Gantry.

C. Careening Berth Procedure

1. Obtain approval to use the Careening Berth from the NYS Yard Manager or a NYS Flag Officer beforehand. In emergencies, seek authorization as soon as possible thereafter.
2. Add 0.6 metre to the boat's draft to ascertain the height of the tide required to float on and off the pad; the pad dries out when the tide gauge reads 0.6 metres.
3. Tie the boat securely to the piles, lightly resting against them.
4. Stay with the boat whilst the tide recedes.
5. Keep the boat vertical as the tide recedes.
6. Whilst the boat sits on its keel, exercise care when moving on deck or inside the hull to prevent the keel slipping sideways.
7. Do not anti-foul or scrape the boat.
8. The boat must be attended during the incoming tide.
9. The lines must be adjusted as the tide rises.
10. Ensure the boat is fully afloat before casting off.

D. Fuel and/or Oil Spill Emergency Procedure

1. **Major Spill** considered likely to extend beyond the Marina entrance.
 - 1.1. Call Operational Response Team on 9883 5331-
 - 1.2. Advise nature and location of spill. Request help.
 - 1.3. Identify source and take action to prevent further spillage.
 - 1.4. Deploy the Entrance Boom across the Marina entrance. Heaving line and boom in box marked 'Entrance Boom' in NE corner of the Maintenance Yard. Instructions inside lid.
 - 1.5. Appoint a person to alert boats not to enter or depart the Marina.
 - 1.6. Alert everyone in the Marina of the spill.
 - 1.7. Evacuate all unnecessary personnel.
 - 1.8. No smoking.
 - 1.9. Turn off all radio and electrical equipment.
 - 1.10. Isolate batteries where possible.
 - 1.11. Contact a NYS Flag Officer.
 - 1.12. The Flag Officer assumes control until MSV arrives and takes over control. If no Flag Officer member is available, the NYS Yard Manager takes control.
 - 1.13. MSV will contact the EPA and other authorities as required.

2. **Minor Spill** limited to a small area within Marina.

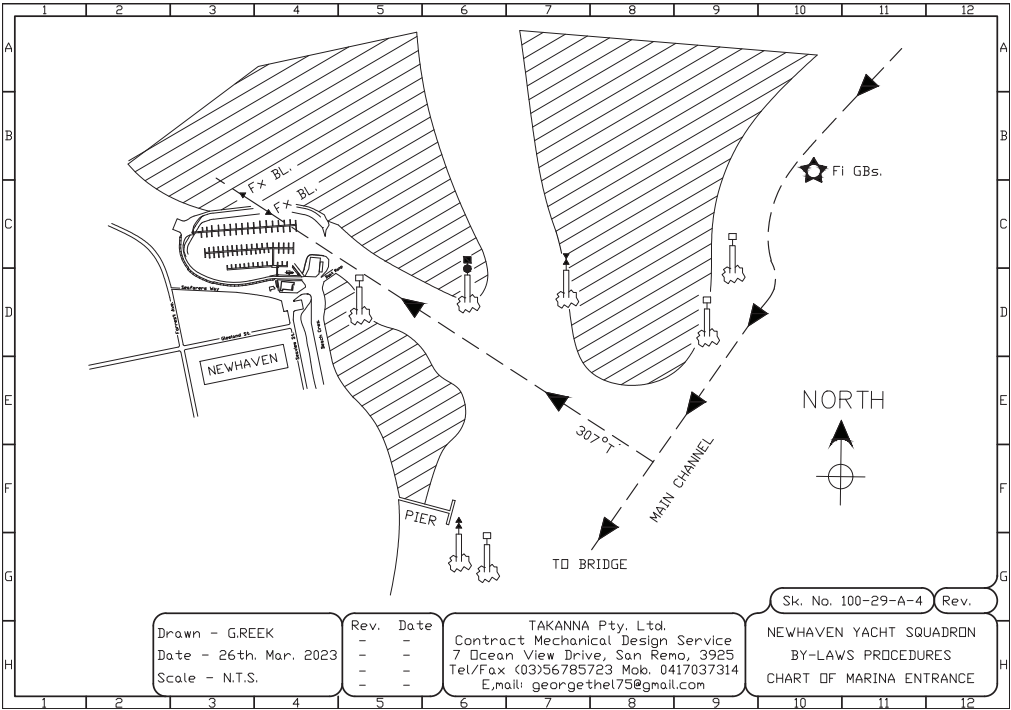
- 2.1. Identify source and take action to prevent further spillage (e.g. cease pumping contaminated bilge water).
- 2.2. Deploy Oil Spill Kit absorbent booms from yellow wheelie bins located inside both entrances on Marina arms.
- 2.3. No smoking.
- 2.4. Turn off all radio and electrical equipment.
- 2.5. Isolate batteries where possible.
- 2.6. If spill material is diesel or oil, use absorbent sheets contained in Oil Spill Kit to mop up.
- 2.7. If spillage is petrol, leave material to dissipate by evaporation.
- 2.8. If a spillage appears likely to worsen and extend, implement above steps for a major spill.
- 2.9. Minor spill incidents should be reported to a NYS Flag Officer.
- 2.10. The Flag Officer will prepare an incident report for MSV and the Committee.

E. Fire Emergency Procedure

- 27.1. Phone 000. Advise nature and location of fire. Request help.
- 27.2. Alert everyone in the vicinity to ensure their safety.
- 27.3. If safe to do so, attempt to extinguish the fire.
- 27.4. Use dry chemical extinguishers for all types of fires.
- 27.5. Do not use water for electrical or flammable liquid fires.
- 27.6. Evacuate unnecessary personnel. Use grass car park SW of public toilet as marshalling area in the event of a Clubhouse fire.
- 27.7. Contact a NYS Flag Officer.
- 27.8. The Flag Officer assumes control until the CFA arrives and takes over.
- 27.9. If no Flag Officer is available, the NYS Yard Manager takes control until the CFA arrives.
- 27.10. The emergency area will be off limits to Members until the CFA gives all clear.
- 27.11. If fire in a boat in the Marina cannot be contained, release lines and push boat clear of adjacent boats if safe to do so.
- 27.12. Protect adjacent boats with fire hoses.
- 27.13. If the fire is in the Marina keep security gates open to provide ready access for fire fighters.
- 27.14. If fire in the Maintenance Yard cannot be contained, move adjacent boats and equipment away from the fire if safe to do so.
- 27.15. The Flag Officer will contact the owners of damaged boats or other property.
- 27.16. The Flag Officer will notify the Squadron's insurance broker if required.
- 27.17. The Flag Officer will prepare an incident report for the Committee.

F. Chart of Marina Entrance

- 1. Two orange triangular marks on the marina wall show the best passage to and from the marina.
- 2. You are on course when they line up.
- 3. At night lights are fixed blue.
- 4. Beware of strong tidal flows that can take you well off course.
- 5. If the rocks at the base of the Isolated Danger Mark are just visible there is approximately 1.4 metres of water at the entrance.



G. Floating Devices

Preamble

Given the decision of the Committee is final it is strongly recommended that approval for any such device be obtained prior to purchase.

For the avoidance of doubt issues of safety, security and flexibility for reallocation of berth (pursuant to By-Law 3.3.2.) will be the dominate ~~te~~ consideration.

The following berths are considered not suitable for installation of any floating device – these berths being:

In line berths

- All "A" berths with the exception of berth A109

Other berths deemed inappropriate:

- B1 B79
- C2 C45 C50 C81 C82 C104 C201 C202 C233
- D131
- E9
- G33
- H210

1. Floating Devices

1.1. Installation of Floating Devices

1.1.1. The only floating devices that the Committee will consider for approval in the NYS marina are of the "Dock Pro Sea Pen" type or the "Fab Dock" type.

and

1.1.2. Maximum, dimensions shall not exceed dimensions set out in 3.3.1 of these By-Laws;

and

1.1.3. They are to be firmly secured in the berth in strict accord with the manufacturer's recommendations and leaving at least 500 millimetres between the sea pen and the sides of the closest finger and arm; and in the case of a twin berths these must be at least 500 millimetres between the device and the imaginary midline running down the berth between fingers.

1.2. Devices with Fixed Pumps

All such pumps are not to jut out into the arm or finger and must be located in the triangular section abutting arm and finger located on each berth. It must be noted that not all berths may have adequate room to accommodate the proposed permanent pump. In circumstances where a pump cannot be properly located within this triangle the Committee will not grant approval for that floatation device.

1.3. Non-Permanent Pumps

All non-permanent pumps must be removed when not in use either launching or retrieving the boat. All such pumps when in use must be located as set out in By-Law 1.2 above.

G. Floating Devices (continued)

1.4 Maintenance and Inspection of Device

- 1.4.1. The device must be maintained as recommended by the supplier or required by the supplier for purposes of warranty (whether or not the warranty has expired).
- 1.4.2. The device must be inspected annually or at the request of the Secretary (at the member's expense) by the supplier of the device (or a certified marine engineer) and a certificate or report acceptable to the Committee attesting that the device is fit for its intended purpose and is structurally sound must be forwarded to the Committee along with Certificate of Insurance at the same time the member pays his annual fees. Failure to comply with this requirement will result in the member being asked to remove the device, should the member fail to provide such certificate within 14 days after being notified by Secretary that a Certificate of Insurance is overdue.

1.5 Insurance and Damage

1.5.1. Insurance:

The floating device allocated to the member's berth in the Marina shall be insured with a recognized insurer. The minimum acceptable cover shall be as set out as in By-Law 22.1. A copy of the insurance certificate must be included with the annual return of the Safety Declaration for your boat and/or produced upon request from the Secretary.

1.5.2. Damage:

The member is responsible for any damage caused by that member's device and indemnifies NYS or the Committee for damage caused by the device.

1.6 Where a Member's boat is vacant for longer than 14 Days:

If a member removes their boat for a period longer than 14 days the member must, within 24 hours of the boat's departure (or earlier), remove the floating device at the member's expense and store the device outside of NYS property (at the member's expense). The Committee will, if asked, consider waiving this requirement in the event of extenuating circumstances when the attendant boat is absent for more than 14 days or if the Committee is satisfied that the device will not prevent casual use of the berth by NYS.

1.7 If Device Becomes Unseaworthy:

The device is to be securely attached (as set out in 1.1.3 above). In the event the device becomes unseaworthy or becomes a hazard to any member or boat within the Marina the Committee will immediately request the member to remove the device at the member's expense. If the member fails to do so within 24 hours, the Committee will arrange removal of the device and storage. The member will be responsible for all associated costs (including storage).

NEWHAVEN YACHT SQUADRON
CORE VALUES AND OBJECTIVES

Maintain a friendly, family-orientated environment that fosters and encourages mateship among all members.

Offer affordable, quality facilities in order to make sailing and motor boating accessible to a wide cross section of the community.

Regularly provide both competitive and social boating activities that appeal to the interest of a diverse range of members.

Conduct popular and fun loving social activities to encourage the interaction between members and their guests.

Introduce young people and new members without boating or fishing experience, to the sports of sailing and fishing.

Provided training to all members to enhance their general boating knowledge, skills and safety.

Act with integrity in all matters.

Be a good neighbour and member of the local community.

