

# **BIG SANDY DOCK PROPOSAL**

## **1. Introduction**

Several members of the Big Sandy Association propose to purchase and install a dock at Big Sandy beach, so that they may keep their boats at slips at the dock instead of mooring them in a semi-circular pattern out in the water. The proposal includes setting up a roped-off, clearly designated swim area from which boats will be excluded. The swim area will be at a safe distance from the dock in accordance with applicable rules, regulations and standards. The installation of a dock and clearly defined swim area will create a much safer environment for all association members, their guests and their children. With each passing year, it becomes increasingly difficult and dangerous for many of us to enter and exit a moored boat from a dinghy. A dock will also eliminate the need for many of the dinghies and other shuttlecraft scattered on the beach that are used to transport boaters out to their moorings. This will free up more space on the beach. A dock will also substantially reduce water traffic. It will no longer be necessary for the slip-holders to row out to their moored boats; to beach the boat to pick up passengers; to leave the beach area with passengers; to beach the boat again to return passengers to the shore; to return the boat to the mooring, and to row back to the beach from the mooring. The beach and the water will be safer and less congested.

## **2. Purpose**

The purpose of this proposal is to establish the rights and responsibilities of the "Association" and the "Participating Members" using the slips with respect to the purchase, initial installation, maintenance, repair, insurance, seasonal installation and removal, safety regulations and all other related issues with respect to a dock at the Big Sandy Beach. The purpose of the dock and designated swim area is to enhance the safety of all members of the Association, their children and their guests.

## **3. Description of the Dock**

The description of the dock is contained in the drawing submitted by Alfred Villanucci and by the sample proposal submitted by Great Northern Docks, Inc. The dock will have six slips, and will be expandable to eight slips. Each of the participating members will have the right to use his or her own designated slip.

## **4. Ownership of the Dock and the Right to Use of a Slip**

The Association will own the dock since it will be constructed with access from property owned by the Association. The participating members will pay for the purchase and initial installation of the dock. In return, each participating member will have a perpetual, exclusive and indefeasible right to use a designated slip.

This right shall last as long as the participating member owns his or her property at Big Sandy. All reimbursements for expenses to the Association shall be paid to the Treasurer of the Association upon presentation of appropriate invoices

## 5. New Participating Members

Additional members of the Association may request participation in the dock subject to expansion or the to the availability of a vacant slip.

### 5A. Expansion

Expansion is subject to the approval of the Association. The new participating member(s) shall pay for the costs of the expansion.

### 5B. Vacant Slip

In the event that there is a vacant slip, the new member will reimburse the original members on an equal proportionate basis for the cost of the initial purchase and installation of the dock. The cost for the new member will be the same as if the new member had been an original member. For example, suppose there are six slip-holders and the cost of the initial purchase and installation of the dock is \$12,000.00. The new seventh slip-holder will reimburse the original participants in equal shares for 1/7 of \$12,000.00 and so on.

## 6. Changes in Dock Participation

Participating members shall have the right to terminate their interest. Reimbursement of the initial usage fee (the proportional share of the cost of the purchase and initial installation of the dock) will be subject to the availability of another member who wishes to become a participant. As soon as a new member becomes a participant, the former participant shall be reimbursed. Each participant may transfer his or her slip interest only to another member of the Association.

## 7. Swim Area

The Association shall also set up a designated, enclosed swim area. The swim area shall be a safe distance from the dock in accordance with appropriate applicable rules and regulations. Motorboats shall be prohibited from entering or passing through the swim area. The Association agrees to pay for the enclosure and floats surrounding the swim area. The Association will be responsible for the swim area.

## 8. Rules and Regulations

No child under age 12 will be permitted on the dock without being accompanied or supervised by an adult.

Any child under age 12 shall wear a lifejacket.

No diving or jumping off the dock.

No running on the dock.

No personal property or other debris is to be left behind on the dock.

There will be a child-resistant spring lock gate on the dock that opens from behind the gate.

The slips will be reserved for the participating members.

Rules and regulations will be conspicuously posted by appropriate signage.

## 9. Expenses

### 9A. No Additional Expenses to the Association

The Association will not incur any additional costs by reason of the dock. The participating members will reimburse the Association for any additional expenses incurred in connection with the dock.

### 9B. Liability and Insurance

The Association will be protected from any liability by adding to its existing insurance policy a rider that will cover any liability with respect to the dock. The participating members will reimburse the Association for the cost of the additional insurance.

### 9C. Taxes

The participating members agree to reimburse the Association for any tax assessed on the dock.

## 10. Annual Slip Fee

The yearly fee for each slip shall be calculated as follows:

The sum of the annual additional insurance premium plus the annual tax (if any) on the dock plus the costs of maintenance and repair (if any), plus the cost (if any) of seasonal installation and removal. In other words, each holder of a slip shall pay his and/or her proportional share of any additional costs incurred by the Association with respect to the dock.

The slip fee shall be deemed to be, and shall be treated as supplementary dues in accordance with the By-laws.

## 11. Management

The board will appoint a participating member as the manager of the dock who will be nominated by the participating members. The manager will report to the president of the association, will organize a committee of participants and will be responsible for properly implementing the policies and practices outlined by this proposed plan.

12. Maintenance and Repair

The dock committee shall be responsible for overseeing maintenance and repair of the dock. All participating members will be financially responsible for the costs of maintenance and repair.

12A. Seasonal Installation and Removal

The participating members shall be responsible for the seasonal installation and removal of the dock.

13. Agreement

Upon approval by the Association, the Association and the participating members will establish appropriate documents that clearly establish the usage rights and responsibilities of the association and the participating members. The parties to the agreement will be the Big Sandy Association and participating members of the Association who will each have a perpetual and exclusive right to use a designated slip at the dock as a member in good standing.

Respectfully submitted,

Big Sandy Dock Committee

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Paul Mishkin

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Alfred Villanucci

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Bruce Maeder