



Portland Yacht Club

2015 Bylaws
& Rules



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The 2015 Edition of Portland Yacht Club Bylaws and Rules contains all revisions and additions made to the Bylaws and Rules through the 2015 Annual meeting and the January 2015 Board of Trustees meeting.

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PYC ARTICLES OF INCORPORATION AND BYLAWS

RESTATED ARTICLES OF INCORPORATION OF PORTLAND YACHT CLUB

The following Restated Articles of Incorporation were adopted under provisions of ORS 65.001 et. Seq. and supersede the theretofore existing Articles of Incorporation or amendments thereto of Portland Yacht Club.

I. Name and Duration

The name of this corporation is PORTLAND YACHT CLUB and its duration shall be perpetual.

II. Principal Office

The location of the principal office of the Club shall be in the County of Multnomah, State of Oregon

III. Purpose and Powers

The purpose or purposes for which the corporation is organized are:

1. To promote general interest in the sport of yachting; provide a clubhouse and anchorage grounds and facilities for the use of its members; and to afford a means of good fellowship among devotees of this form of sport and recreation.

2. This corporation shall have all corporate powers enumerated in the Oregon Nonprofit Corporation Law.

IV. Membership

1. Membership in the Club shall be of the following classes: Boat Owning, Junior, Intermediate, Senior, Non-Resident, Surviving Spouse, Honorary, Social, and Active. The Trustees of the Club are elected by vote of the Boat Owning, Senior, and Active members, who have the sole right to vote and hold office.

2. Eligibility for the various classes of membership and the rights and privileges of such classes are set forth in the Bylaws of the Club.

V. Dissolution

If the corporation is dissolved, the net assets of the corporation after all indebtedness has been paid, shall be transferred and paid over to a nonprofit or charitable organization or corporation to be designated by the members of Portland Yacht Club at a regular meeting or at a special meeting called for that purpose. Such organization shall be designated as nonprofit or charitable by the Department of revenue of the State of Oregon.

BYLAWS OF PORTLAND YACHT CLUB

ARTICLE I. REQUIREMENTS AND CLASSES OF MEMBERSHIP

Section 1. Requirements

Any person of good moral standing and owning a yacht, or interested in yachting, shall be eligible to be a member of the Portland Yacht Club (hereinafter "Club").

A membership may be held by a single person or a couple (married or unmarried) except as follows:

(a) A jointly held membership by a couple is entitled to have only one vote between them; and

(b) In a jointly held membership, both members are not eligible to serve on the Board of Trustees at the same time.

In the event of the death of a member, the surviving member may continue the membership without application.

In the event of dissolution or a marriage or a couple's partnership, either the parties or the court by decree, may determine which person will be awarded the membership. The other person may apply for a separate membership without the payment of an additional initiation fee.

Section 2. Classes of Membership

Each member, or jointly held membership, of the Club shall be in only one of the following nine (9) classes of membership. The initial classification shall be made by the Board of Trustees upon approval of prospective member's application for membership. Subsequent change in the membership classification of a member shall be effected only following approval by the Board of Trustees. Any change will be effective the following month after Board of Trustees approval. Except as provided herein, all members shall have the rights and privileges of the Club, but only Boat Owning, Senior and Active members shall be entitled to vote or hold office.

A. Boat Owning

Any members of the Club who are 21 years of age or over and who own a boat, or are partners in the ownership of a boat, or are beneficiaries of a trust which owns a boat, shall be Boat Owning Members, unless such members qualify for classification as a Senior, Active, Intermediate, or Non-Resident. Boat Owning members who sell their boats and do not replace them within eight (8) months shall cease to be classified as Boat Owning Members and shall be reclassified by the Board of Trustees at their next monthly meeting. Boat Owning Members may be assigned or continue to hold permanent moorage.

B. Junior

Any member of the Club between the ages of 16 and 20, inclusive, shall be a Junior Member. Continuation of Junior Membership shall be strictly at the will of and subject to cancellation by the Board without recourse by the Junior Members. Upon reaching the age of 21, a Junior Member must be reclassified if continued membership in the Club is desired.

C. Intermediate

Any member of the club between the ages of 21 and 35, inclusive, may be classified as an Intermediate Member. Continuation of Intermediate membership shall be strictly at the will of and subject to cancellation by the Board of

Trustees. Upon reaching the age of 36, an Intermediate Member must be reclassified if continued membership in the Club is desired. Intermediate members, who own a boat, may be assigned or continue to hold permanent moorage.

D. Senior

A Senior Member is any member in good standing for forty (40) continuous years from the date of first joining the Club. Senior Members, who own a boat, may be assigned or continue to hold permanent moorage.

E. Non-Resident

Any member of the Club (except a member who is an owner of a boat moored in the Club's moorage) whose residence (s) and moored boat (s) are located outside a circle, centered at the Club and having a radius of one hundred (100) statute miles, may apply for and be granted Non-Resident membership status. Such membership classification implies a lack of significant participation in Club activities and attendance at Club functions. The Board of Trustees shall have the discretion to waive strict compliance with the 100 mile radius limit under one or more of the following circumstances:

1. Members previously granted such status at lesser distance.
2. Age and/or health of member coupled with lack of usage of Club facilities.
3. The driving mileage from a Member's residence is in excess of 100 miles.

The status of all Non-Resident Members shall be reviewed annually by the Board of Trustees. Such review shall include an analysis of the activity of each such member in Club affairs and functions. If a member (except a member who is an owner of a boat moored in the Club's moorage) expects to be absent from within such circle for a period of a year or more, such member may petition the Board in writing for temporary Non-Resident status. Any such temporary classification shall expire in one (1) year, unless a new request is received and approved by the Board of Trustees. A member holding the Non-Resident classification may make temporary return for personal or business reasons without losing the classification.

F. Surviving Spouse

The surviving spouse of a deceased member, who does not own a boat, may continue membership as a Surviving Spouse, if an application requesting such designation is filed with the Board of Trustees within one hundred eighty (180) days of the date of death of the spouse and the Board of Trustees approves such application. During the interim, the spouse must continue to pay dues and assessments payable by the class of membership to which the former joint member belonged.

G. Honorary

Public officials and persons concerned with affairs associated with boating and general maritime matters, and any individual deemed worthy, may be designated as Honorary Members by the Board of Trustees.

H. Social

Any member of the Club who has been a Boat Owning member in good standing for at least ten (10) years, and has attained sixty (60) years of age, and no longer owns a boat and has ceased an active interest in boating, but wishes to maintain a club account and participate in club events. A member not reach-

ing eligibility as stated above, but who has a medical disability may apply for this classification. This class is strictly at the will of the Board of Trustees and is subject to cancellation by the Board at any time.

I. Active

An Active Member is a member of the Club not meeting the qualifications for any other class of membership as set forth herein.

J. Initiation Fees

The amount of initiation fees shall be established from time-to-time by the Board of Trustees for each class of membership. Such initiation fees will be published in the next Portlight after any changes initiation fees are made by the Board of Trustees.

ARTICLE II. ELECTION OF MEMBERS

Section 1. Application

Application for membership shall be made in writing to the Secretary-Treasurer must bear the recommendation signatures of two (2) members in good standing, one of which is the applicant's sponsor and two current Trustees. If the application is by a married couple, then both persons' signatures must be on the application. The current initiation fee for the class of membership must accompany the application.

Section 2. Election

The completed membership application shall be posted on the clubhouse bulletin board after the first reading by the Board of Trustees.

The election of applicants to membership shall be by vote of the Board of Trustees. Where the Membership Committee has reported any negative or derogatory applicant findings, such vote shall be conducted in a closed meeting. An adverse vote of two Trustees shall reject an application. A rejected applicant shall not again be proposed for membership within six (6) months from the date of rejection.

Section 3. Proposals for Honorary Members

Proposals for Honorary membership shall be presented in writing by five members in good standing. The election of Honorary Members shall be by the Board of Trustees with a majority vote. Honorary membership shall be limited to a period of one year, but may be renewed from year to year at the discretion of the Board of Trustees.

Section 4. Former Members

Former dues paying members who have resigned in good standing may apply for reinstatement by application to the Board of Trustees accompanied by payment of dues and assessments for the membership classification desired for the three (3) month period preceding the date of the application in lieu of an initiation fee.

ARTICLE III. INITIATION FEES, DUES, FOOD, BEVERAGE AND CRUISING FEE, RENTS AND ASSESSMENTS

Section 1. Initiation Fee

The initiation fee for each class of membership shall be established by a vote of two-thirds ($\frac{2}{3}$ rds) of the Trustees then in office subject, however, to the following:

- A. No initiation fee for Honorary Members, unless they thereafter apply for another classification of membership.
- B. Members, who have previously paid an initiation fee and Junior members shall not be required to pay an additional initiation fee upon transfer from one class of membership to another.

Section 2. Dues

Contingent upon the annual approval by a majority vote of the members at the Annual or Winter Meeting, the established level of dues for each class of PYC membership may be increased, beginning in January, by an amount proposed to the membership in a manner that meets the notification requirements of Article XVIII, Section 2.

The relationship of the dues paid by each class of membership shall be as follows:

Class of Membership	Percent
Boat Owning	100%
Active	100%
Senior, Social & Intermediate	50%
Nonresident, Surviving Spouse & Junior	12.5%
Honorary	No dues

Section 3. Food, Beverage and Cruising Fee

A Food, Beverage and Cruising Fee shall be charged to Boat Owning, Active, Senior, Social and Intermediate members. The amount of such fee shall be determined by the Board of Trustees and approved by a majority vote of the membership. The fee is on-going and may not be changed or terminated without a majority vote of the membership.

Food, Beverage and Cruising Fees paid by the members may be used as a credit against food, beverage, or cruising charges. Unused credits on members' accounts will be forfeited on the last day of each calendar quarter, unless the members have been unable to participate in Club activities by reason of being out-of-state continuously for a period of three (3) months or more as approved by the Board. Amounts forfeited will go to the General Fund.

Section 4. Rent

Members using the Club's moorage shall pay such rent therefore as the Board of Trustees shall prescribe by a two-thirds ($\frac{2}{3}$ rds) vote of the Trustees then in office.

Section 5. Assessments for Improvements and Acquisitions

- A. The Board of Trustees may by two-thirds ($\frac{2}{3}$) vote add to the monthly billing, an assessment for the purpose of providing a capital improvement fund for specific improvement of club property. Such assessment shall continue until the improvement is completed and the Club is free of indebtedness therefore. The assessment payable by class of

members shall not exceed twenty percent (20%) of the dues payable by such class and shall not extend for more than twelve (12) months without the affirmative vote of members present at a special or regular meeting of the voting members.

- B. An assessment for acquisition of additional property may exceed the limit set in paragraph A above, if approved by the Board and by a vote of two-thirds (2/3) of the members present at a special or regular meeting.

Section 6. Waiver of Dues and Assessments

The Board of Trustees may waive payment of dues and assessments by members engaged in active military service of the United States or its allies.

ARTICLE IV. DELINQUENCIES

Section 1. Delinquencies

Any members, who shall be delinquent in the payment of their dues, assessments, or rents for a period of 90 days after the date of mailing of the monthly statement, shall be considered not to be in Good Standing and shall be deprived of all privileges of the Club until all indebtedness is paid. If the members' account is not paid to a zero balance within an additional thirty (30) day period, the Board of Trustees may order the delinquent member be dropped from the membership roster and direct the pursuit of legal remedies to recover moneys owed to the Club. Any moorage space assigned to such member shall be available for re-assignment in accordance with the Moorage Rules. If the account is paid in full during the additional thirty (30) day period mentioned above, the members must then keep a zero balance of their account by the end of each month for a one (1) year probationary period.

ARTICLE V. SUSPENSION AND EXPULSION

Section 1. Suspension and Expulsion

Any member of the Club, acting upon reliable information, may present to the Board of Trustees written charges against any member for conduct contrary to the standard of behavior required in this Club or likely to endanger the reputation, welfare or good order of the Club or for failure to comply with rules and regulations or the requirements of the Club's Bylaws under circumstances where such failure represents a danger to life, limb or property. The member against whom the complaint is lodged shall be notified in writing of the complaint and given opportunity to be heard on such charges. The Board, after said hearing, may either dismiss the charges, if unfounded, or may place that member on probation for some period of time or may suspend one or more club privileges upon a majority vote of the Board. If the degree of the offending member's conduct is so egregious, the Board, by a two-thirds majority vote, may terminate membership of the offending member.

ARTICLE VI. BOARD OF TRUSTEES

Section 1. Powers of the Board

The corporate powers of this Club shall be exercised by or under the authority of a Board of nine (9) Trustees. One of such Trustees shall be the retiring Commodore who will acquire the rank of Rear Commodore and shall automatically succeed to that office for a one-year term.

All other Trustees shall serve for a two-year term and until their successors are elected and assume office. There shall be elected at each annual meeting such number of Trustees as may be required to fill the vacancies in the office as of the following January 1.

Section 2. Qualifications

All members nominated to serve as Trustees shall be paid-up Boat Owning, Senior or Active Members on the date of the meeting in which they shall be elected to serve as Trustees. A nominee shall have been a member for at least three (3) years as of the date of the meeting at which such nominee will be elected to serve as Trustee. Should a member be elected to serve as a trustee and cease to be a Boat Owning member during the term of his or her office, such Trustee shall serve the remainder of the term for which such Trustee was elected.

Section 3. Vacancies

Vacancies in the Board of Trustees shall be filled by a Boat Owning, Senior or Active Member selected by a majority vote of the remaining Trustees. The term of such appointed Trustee shall be for the unexpired portion of the term of the Trustee who caused the vacancy.

Section 4. Removal of Trustees

Any Trustee may be removed, with or without cause, at a meeting called expressly for that purpose, by a vote of a majority of the Boat Owning, Senior or Active Members.

Section 5. Restriction on Expenditure of Funds

Any bill or reimbursement presented to the Club for payment, that would directly or indirectly benefit an officer or Trustee of the Club, must be reviewed and approved by the Board of Trustees prior to such payment.

ARTICLE VII. NOMINATIONS

Section 1. Nominations by Nominating Committee

Nominations for Commodore, Vice Commodore, Secretary-Treasurer and the Trustees shall be made and submitted as follows:

- A. The Commodore shall appoint a Nominating Committee consisting of three (3) Boat Owning, Senior or Active Members who are not members of the Board of Trustees. The names of the members of the Nominating Committee shall be published in the September issue of the Portlight, the Club's monthly publication. The nominating Committee shall by a majority vote nominate one nominee for each office to be filled.
- B. Not later than the first Friday in October of each year, the Nominating Committee shall file with the Board of Trustees its written list of nominees, setting forth the qualifications of each nominee.
- C. The Secretary-Treasurer shall mail or cause to be mailed a copy of the Nominating Committee's list of nominees to each member with a notice of the Annual Meeting.

Section 2. Additional Nominations

At the Annual Meeting additional nominations for officers and Trustees may be made from the floor. Any person nominated from the floor shall indicate willingness to serve in the office to which such person has been nominated.

ARTICLE VIII. ELECTIONS

Section 1. Trustees

At each regular Annual Meeting the members entitled to vote shall elect the number of Trustees required to fill the vacancies on the Board that will ensue on January 1 of the following year. The newly elected Trustees shall assume office on that date. Immediately after the election of the Trustees, the members entitled to vote shall elect from the ensuing Board membership a Commodore, Vice Commodore and Secretary-Treasurer, who will then take office in January 1 of the following year.

Section 2. Voting

The nominee receiving the plurality of the vote cast for nominees to each office shall be elected to the office. Boat Owning, Senior and Active members in good standing shall be entitled to one vote each to be cast for any nominee for an office or Trustee. If more than one person is nominated for any position, voting for such position shall be by ballot.

ARTICLE IX. SUCCESSION IN OFFICE

Section 1. Successor to Trustees and Officers

In the event of a death of Trustee or elective officer or the inability of such Trustee or officer to continue serving as evidenced by a written notice to the Trustees by such person or removal from office by the majority of the Board as set forth in Section 2, the successor to such Trustee or elective officer shall be elected by the Board of Trustees at their next regular or special meeting following such death or inability. However, in the case of inability of an elective officer, the full complement of Trustees shall be first secured by electing a Trustee or Trustees, as the case may be, prior to election of an officer from their number

Section 2. Effect of Absence

Any trustee who shall be absent for three consecutive Trustee meetings without good cause or leave of absence granted by the Board may, at the option of the Board, be considered to have resigned as a Trustee, and the successor of such Trustee shall be elected in the manner provided in this Article for filling vacancies on the Board. Any offered excuse for absence must be acceptable to a majority of the Board to render it valid.

Section 3. Appointive Offices

The Commodore shall appoint successors to appointive offices in the regular manner prescribed for appointments.

ARTICLE X. DUTIES OF THE BOARD OF TRUSTEES

Section 1. Budget and Contracts

It shall be the duty of the Board of Trustees to exercise general control over the premises and finances of the Club. The Board shall review and approve the line-item budget submitted annually by the Finance Committee for submission to the membership at the Annual Meeting.

The Board shall have the authority to enter into contracts with vendors, individuals or entities and to appropriate funds required to fulfill those contracts deemed necessary for the normal operation, repairs, and improvements to the Club. The Board of Trustees may choose to either select an appropriate expert or consultant to manage a project, or appoint a Club member or com-

mittee to act on the behalf of the Board of Trustees and PYC as its agent. In an emergency situation as defined under Article XII of these bylaws, the Executive Committee may initially appoint an expert, consultant or Club agent. In all circumstances, the Board of Trustees shall have the oversight authority over any person or committee representing the Club or acting on its behalf as an agent as prescribed in the Club bylaws, Appendix I - Club Operating Policy and Procedures for all Contractual Agreements Between PYC and Contractors, Vendors or Entities. As per Section 2, XII of these bylaws, any business transacted by the Executive Committee shall be submitted to the Board of Trustees at their next regular meeting for its review.

Section 2. Audits

They shall cause a Reviewed Financial Statement to be made by a Certified Public Accountant at the end of each fiscal year. Such report is to be submitted at the next Winter Meeting. The Trustees may also cause to be reviewed the accounts of all who have been empowered by them to disperse any of the Club funds and they may instruct the Commodore to appoint an auditor or Auditing Committee at any time for this purpose. They shall require and fix the amount of the bonds of any officer, person, or committee authorized to handle the Club funds, with the premium on such bonds to be paid by the Club.

Section 3. Rules and Regulations

They shall make such rules and regulations as they may deem necessary for the use of the Clubhouse, grounds and moorage facilities and for the government of the members and Club employees for any purpose not in conflict with the Articles and Bylaws.

No rule or regulation shall become effective unless a copy has been mailed to each member at such member's address of record. No rule or regulation depriving a person subject to such rule or loss of membership privileges or rights associated with such privileges shall be enforceable without giving such person a right to be heard by the Board of trustees.

Section 4. Insurance

The Board shall review all insurance coverage of the Club every two years. As a minimum, the Club's insurance program shall include Workman's Compensation with U.S.L. & H. coverage, Maritime Protection and Indemnity, Commercial General Liability, Umbrella Liability, Liquor Legal Liability, Employers Automobile Non-Ownership Liability, Employee Dishonesty and Special Form insurance on all insurable property on a replacement cost basis. The Board may, however, elect not to insure docks, floats, piers, pilings and other similar property in or upon the water. In addition, the Board shall periodically evaluate the need to purchase any other insurance it deems necessary including, but not limited to Directors and Officers Liability, Flood, Earthquake, and Pollution Liability insurance.

Section 5. Employment of the Club Manager

The Board of Trustees shall employ, establish compensation rates for, direct and discharge the Club Manager as needed for the operation and maintenance of all Club facilities in accordance with a Board-approved written employment contract, job description and specific tasks as may be assigned from time to time.

ARTICLE XI. BOARD OF TRUSTEES MEETING

Section 1. Regular Meetings

Regular meetings of the Board of trustees shall be held on the third week of each month. Meeting date and time will be published in the annual club calendar and also in the Portlight the month prior to the meeting. The Board of Trustees may change the date of a regular meeting if in conflict with a scheduled holiday or a major event.

Section 2. Special Meetings

Special meetings of the Board of Trustees may be called by the Commodore or Executive Committee and shall be called by the Commodore upon the request in writing of three Trustees. Such special meetings may be held at such times as may be determined by the Commodore.

Section 3. Meeting Place

All meetings of the Board of Trustees shall be held at the PYC Clubhouse or other locations in special circumstances.

Section 4. Notice

Notice of regular and special meetings of the Trustees shall be given each Trustee by or at the direction of the Secretary not less than three (3) days prior to the date of such meeting, either personally, by mail or telephone. Attendance at a meeting shall constitute a waiver of notice.

Section 5. Quorum

Five (5) Trustees shall constitute a quorum at any meeting of the Board of Trustees, but the concurrence of five (5) Trustees shall be required for any action of the Board of Trustees, except these actions requiring a two-thirds (2/3rds) majority where the concurrence of six (6) Trustees shall be required.

Section 6. Action Without Meeting

Trustees may take any action without a meeting, if the action is taken by all members of the Board of Trustees. The action shall be evidenced by one or more written consents describing the action taken, signed by each Trustee, and included in the minutes or filed with the Club records reflecting the action taken. A consent signed under this section has the effect of a meeting vote.

Action taken under this section is effective when the last trustee signs the consent, unless the consent specifies an earlier or later effective date.

“Written consent” includes an original writing and electronic generated documents. “Electronic” means relating to technology having electrical, digital, magnetic, wireless, optical, electromagnetic or similar capabilities. “Sign” means an original signature and electronic signature. “Electronic signature” means an electronic sound, symbol or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record. . (Limited examples for illustration: 1) Photocopy of the person’s signature; 2) Fax copy of the person’s signature; 3) e-mail in which the person denotes: /signature / trustee’s printed name.

Section 7. Meeting with Simultaneous Communication Equipment

The Board of Trustees may permit any or all Trustees to participate in a regular or special meeting by, or conduct the meeting through use of any means of communication by which all Trustees participating may simultaneously hear each other during the meeting. A Trustee participating in a meeting

by this means is deemed to be present in person at the meeting. Any action taken at such meeting shall be ratified by the Board of Trustees at their next regular meeting.

Section 8. Board of Trustees Meeting Minutes

All meetings held by the Board of Trustees and the Executive Committee shall be recorded and the approved meeting minutes shall be published in the members section of the PYC website, excluding any minutes the majority of the Board of Trustees agree are confidential.

ARTICLE XII. EXECUTIVE COMMITTEE

Section 1. Emergency Action

In case of emergency arising in the interval between regular meetings of the Board of Trustees, or in the absence or inability to secure a quorum in the Trustees, the government of this Club shall be vested in an Executive Committee consisting of the Commodore, Vice Commodore and Secretary-Treasurer. If any of these cannot attend, the Rear Commodore may serve in his place.

Section 2. Business Transacted

Any business transacted by the Executive Committee under the conditions set forth in Section 1 of this Article shall be submitted to the Board of Trustees at their next regular meeting for its review.

ARTICLE XIII. INDEMNIFICATION

Section 1. Indemnification

The Club may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Club) by reason of the fact that such person is or was a director or officer of the Club, against expenses (including attorney fees), judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with the action, suit or proceeding if such person acted in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the Club, and with respect to any criminal action or proceeding, had no reasonable cause to believe the conduct was unlawful.

The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that such person did not act in good faith and in as manner reasonably believed to be in or not opposed to be the best interest of the Club, and, with respect to any criminal action or proceeding, had reasonable cause to believe that the conduct was unlawful.

Section 2. Indemnification Despite Liability

The Club may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Club to procure a judgment in its favor by reason of the fact that such a person is or was a director or officer of the Club, against expenses (including attorney fees) actually and reasonably incurred in connection with the defense or settlement of the action or suit if such person acted

in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the Club. However, no indemnification shall be made in respect of any claim, issue or matter as to which person shall have been adjudged to be liable for gross negligence or misconduct in the performance of such person's duty to the Club.

Section 3. Method of Indemnification

This corporation shall exercise its power to indemnify if the Board determines to do so in accordance with the procedures set forth in ORS 65.387 - 65.414.

ARTICLE XIV. MEMBERS MEETINGS

Section 1. Annual Meeting

The regular Annual Meeting of the Club shall be held on the fourth Monday of November of each year at the Club facilities in Portland, Oregon, for the election of Trustees and officers and the transaction of such other business as may come before the membership. The fiscal year of the Club shall commence on the first day of January of each year.

Section 2. Winter Meeting

A Winter Meeting shall be held each year on a date within fifteen (15) days of March 1 as determined by the Board. The principal purpose of the meeting is to receive and discuss the audit for the preceding calendar year.

Section 3 Special Meetings

Special Meetings of the Club may be called by the Commodore, the Executive Committee or the Board of Trustees and shall be called by the Commodore upon the written request of ten (10) Boat Owning, Senior or Active Members in good standing.

Section 4. Notice of Meetings

Notice of the Annual and Winter Meetings of the membership shall be mailed or cause to be mailed by the Secretary to each member at the last address of such member at least ten (10) days before the date of such meeting.

Section 5. Notice of Special Meetings

Notice of Special Meetings of the Membership of the Club shall be mailed by or at the direction of the Secretary to each member at such member's last known address at least ten (10) days before the date of such meeting and such notice shall specify the business to be transacted at such special meeting.

Section 6. Quorum

Twenty percent (20%) of the paid up Boat Owning, Senior and Active membership shall constitute a quorum at any regular or special meeting of the Club. a voting quorum must be present when voting on changes to the Articles of Incorporation, changes to the Bylaws, and approval of the annual budget. The Parliamentarian shall verify the quorum at the time of voting.

Section 7. No Proxy Voting

No member shall be entitled to vote by proxy or mail ballot at any meeting of the Club.

ARTICLE XV. APPOINTMENTS

Section 1. Appointed Officers

The Commodore shall have the power to appoint and discharge the Club's non-elected officers, namely, the Fleet Captain, Sailing Captain, Fleet Surgeon, Measurer and Judge Advocate, subject to the approval of the Board.

Section 2. Committee Chairs

The Commodore, subject to the approval of the Board, shall have the power to establish such committees as the Commodore shall deem reasonably necessary for the purposes of orderly management of the Club and its affairs and to appoint chairs of such committees.

Section 3. Term of Office

Appointees, except as otherwise provided in the Bylaws, shall hold office for one year or until their successors are appointed and assume office or until discharged by the Commodore or the Board of Trustees.

Section 4. Assistants

All appointed chairs of committees shall appoint such assistants as they may deem necessary in the discharge of their duties.

Section 5. Long Range Planning Committee

The Commodore shall appoint, subject to the approval of the Board of Trustees, a Long Range Planning Committee of eight (8) members as a Standing Committee.

- (1) Four (4) members shall be powerboat Boat Owning Members or powerboat orientated Senior Members and four (4) shall be sailboat Boat Owning Members or sailboat orientated Senior members.
- (2) The members appointed shall serve three-year terms. Committee members shall be eligible for reappointment, but shall not serve more than six (6) consecutive years. Each year, the Commodore shall appoint, subject to the approval of the Board of Trustees, new members to succeed those that have just finished a three-year term.
- (3) The Commodore upon taking office shall appoint, subject to the approval of the Board of Trustees, the Chair of the committee from the eight (8) members.
- (4) The Vice Commodore shall be a member of the committee for as long as he/she is Vice Commodore. The Vice Commodore shall also be the Vice Chair of the committee. The Commodore shall be an ex-officio member of the committee.
- (5) The committee shall develop a long range plan for the Club which shall include finance, facilities and activities and submit the plan and subsequent recommendations for improvements, modifications, and revisions of the plan from time-to-time to the Commodore and Board of Trustees for their consideration. The committee shall make annual reports to the Commodore and Board prior to the October Board of Trustees meeting and shall make other reports as requested by the Commodore or the committee itself.
- (6) The committee may question the membership to obtain information from and determine reaction to proposals under consideration, but all proposals shall be advisory in nature until approved by the Board of Trustees.

Section 6. The Finance Committee

The Finance Committee shall be a Standing Committee consisting of the Club Manager and four (4) Boat Owning or Senior members.

- (1) The Vice Commodore shall serve for one year.
- (2) The Secretary - Treasurer shall serve for one year.
- (3) The Chair of the L.R.P.C. shall serve for one year.
- (4) One shall be a member with professional financial qualifications, such as a CPA, CFO, CEO or equivalent, who shall serve as committee chair for one year.

The Finance Committee shall submit a proposed line-item budget for the following year to the Board of Trustees for its review and approval not less than 45 days prior to the Board Meetings and render a report to the Secretary-Treasurer, and the Committee shall also report in writing to the membership at least semi-annually on the financial status of the Club.

ARTICLE XVI. DUTIES OF OFFICERS

Section 1. Commodore

It shall be the duty of the Commodore to preside at all meetings of the members of the Club and meetings of Trustees and to enforce all Bylaws, Rules and Regulations. The Commodore shall take command of the Fleet at all times. The Commodore shall exercise all other powers granted to the Commodore in the Articles and Bylaws of the Club, shall be ex-officio member of all committees and in all such management shall be responsible only to the Board of Trustees.

Section 2. Vice Commodore

It shall be the duty of the Vice Commodore to assist the Commodore in the discharge of her/his duties, and to officiate in her/his absence or inability.

Section 3. Secretary-Treasurer

The Secretary-Treasurer shall keep or cause to be kept a record of all proceedings of the Club and Board of Trustees in separate books belonging to the Club. The Secretary-Treasurer shall:

Assure that a correct roll of all members be maintained with their addresses and attend all correspondence;

Assure that the names of all delinquents sixty (60) days and over are posted upon the bulletin board and that they are promptly notified of their delinquency and of the penalties provided within the Bylaws.

Direct the notification of all applicants for membership of their election or rejection;

Direct and monitor the proper accounting of all Club activities in established systems, reports, and records, and assures proper archiving of these records.

Be the custodian for all funds of the Club and shall assure the deposit of such funds in banks designated by the Board of Trustees.

Require the bank to pay interest on such proportion of the funds as the rules of the bank and the needs of the Club will permit; and assures that such interest is deposited to the credit of the Club and render a statement thereof as often as the Board of Trustees may require.

The Secretary-Treasurer shall be the only officer authorized to receive and hold Club funds. Such officer shall pay out Club funds only upon voucher check upon warrants drawn upon him, signed by the Commodore and/or

Vice Commodore and certified by the clerk or accountant and approved by the Board of Trustees.

The Secretary-Treasurer shall at all times assure that the books are in readiness for examination, and shall permit any member to make such examination.

The Secretary-Treasurer shall assure that a record containing a complete list of the names, ownership, dimensions and other data of all yachts belonging to members of the Club, the data therefore to be furnished by the owners upon her/his request.

The Secretary-Treasurer shall maintain an official copy of the Restated Articles of Incorporation and Bylaws of the Club, corrected up to date, to cover amendments that may be made in the future. Up to date copies can be obtained in the Club office.

The Secretary-Treasurer shall perform such duties as may be delegated to her/him by the Commodore or the Board of Trustees from time to time.

If the Board of Trustees appoints an Assistant Secretary or Assistant Secretary-Treasurer, such officer may perform any of the duties of the Secretary-Treasurer as may be designated by the Board.

Section 4. Rear Commodore

It shall be the duty of the Rear Commodore to assist the Commodore and Vice Commodore in the discharge of their duties, and in general give the officers and Trustees of the Club the benefit of the Rear Commodore's experience and knowledge concerning the management of the Club.

Section 5. Fleet Captain

The Fleet Captain shall be the Commodore's Executive Officer and shall aid and assist more particularly during cruises and regattas or while the fleet is under way.

Section 6. Sailing Captain

The Sailing Captain shall act as the Captain of the Sailboat Fleet and as the chair of the Race Committee. The Sailing Captain shall make arrangements for all sailing races staged under the auspices of the Club including all related matters such as the awarding of prizes, and appointment of a protest committee and shall aid and assist the Commodore in connection with matters pertaining to sailing and shall perform such other duties as the Commodore may direct.

Section 7. Fleet Surgeon

The Fleet Surgeon shall act as the Medical Officer of the Club and shall perform such other duties as the Commodore may direct.

Section 8. Measurer

It shall be the duty of the Measurer to administer whatever system of rating and handicapping is in force for the sailing fleet, shall cooperate with PHRF, IOR, IMS or other measurers as necessary and shall maintain records of the ratings or handicaps of all sailing yachts in the racing fleet of the Club and similar records, including names and addresses of owners, of all yachts that enter Club sponsored events. The Measurer shall cooperate with the Sailing Captain and Race Committee in the discharge of their duties and shall represent the Club at all local and regional meetings concerning rating rules and handicapping.

The Measurer may appoint an Assistant Measurer and prescribe the Assistant Measurer's duties.

Section 9. Judge Advocate

It shall be the duty of the Judge Advocate to act as the Commodore's legal officer and to provide legal review and advice to the officers and Board of Trustees concerning the legal obligations arising from operation and management of the Club. The Judge Advocate may recommend, to the Commodore, one or more Assistant Judge Advocates from time-to-time and prescribe their duties.

ARTICLE XVI (B). DUTIES OF CLUB MANAGER

The Club Manager shall have supervision over all Club property, including, but not limited to, the Clubhouse, grounds, floating and permanent structures in the Club's moorage and shall employ, establish compensation rates for, direct and discharge Club employees as reasonably needed for the operation and maintenance of the Club. The Club Manager, working in conjunction with the Commodore, shall be responsible for the implementation of the membership-approved line item budget as funds are available.

The Club Manager shall be responsible to the Board of Trustees and the Executive Committee collectively, but not individually.

ARTICLE XVII. RULES OF ORDER

Section 1. Robert's Rules

For the purposes of reference upon matters of parliamentary law and procedure, Robert's Rules of Order latest edition is adopted by the Club as the official guide.

Section 2. Order of Business

The order of business of all meetings of the Club and the Board of Trustees shall be as follows:

- Committee Reports
- Roll Call & Quorum
- Minutes Approval
- Treasurer's Report
- Delinquent Report
- Correspondence
- Insurance Compliance Report
- Executive Committee Report
- Closed Moorage Report
- Open Moorage Report
- Combined Moorage Report
- Club Manager's Report
- Membership Report
- Old Business
- New Business
- Elections

ARTICLE XVIII. AMENDMENTS TO BYLAWS

Section 1. Amendments to Bylaws

These bylaws may be amended or repealed by a majority vote of Boat Owning, Senior, and Active members in good standing, present at any regular business meeting or special meeting called for the purpose, provided that the

notice of the meeting shall contain a copy of the amendment or a detailed summary of the amendment.

Section 2. Notice to Members

Changes, additions, or modifications of the Articles of Incorporation, Bylaws, or other rules requiring the vote of the membership shall be mailed to the members thirty (30) calendar days in advance of the meeting in which they will be voted.

ARTICLE XIX. FLAGS AND PENNANTS

Section 1. Flags

The official Club flag shall be a triangular pennant, the hoist to be two-thirds of the fly. For the purpose of comparison, the following dimensions are based on a Burgee having a hoist of 24" and a fly of 36". For smaller or larger flags, the same proportionate measurements shall be used. The field shall be blue with a red triangular piece inserted from the top of the hoist to the bottom of the same. The triangular point shall extend 12" along the center line of the Burgee. A red stripe 1½" wide shall lap the point of the red triangular piece and extend along the center line of the Burgee to the tip.

Section 2. Commodore's Flag

The Commodore's flag shall be rectangular in shape, its hoist to be two-thirds of it fly, the device 13 stars surrounding a white fouled anchor on a blue field.

Section 3. Vice Commodore's Flag

The Vice Commodore's flag shall be the same as the Commodore's flag, substitute red for the blue field.

Section 4. Rear Commodore's Flag

The Rear Commodore's flag shall be the same as the Commodore's flag, substituting red for white in the device and white for blue in the field.

Section 5. Fleet Captain's Flag

The Fleet Captain's flag shall be the same as the Commodore's flag, substituting white for the blue field, the device to be a blue fouled anchor.

Section 6. Sailing Captain's Flag

The Sailing Captain's flag shall be the same as the Commodore's flag, the device to be a white reef knot in the blue field.

Section 7. Fleet Surgeon's Flag

The Fleet Surgeon's flag shall be the same shape as the Commodore's flag with a red caduceus in the white field.

Section 8. Secretary-Treasurer's Flag

The device, 13 white stars surrounding two white fouled anchors on a navy blue field. A white shield that contains from top to bottom blue balanced scales of justice, a blue chevron with 13 stars and blue key.

Section 9. Entertainment Chair's Flag

The Entertainment Chair's flag is a white field with a large red letter "E" affixed (entered on the left third portion). A navy blue fouled anchor is set diagonally in the low right corner.

Section 10. Cruising Chair's Flag

The Cruising Chair's flag is a red fouled anchor centered perpendicular on a white field. The fouled anchor is flanked right and left by the blue letter "C."

Section 11. Past Commodore's Flag

The Past Commodore's flag is a fouled white anchor centered diagonally on a blue background and three white stars in a vertical line next to the hoist. This is represented on both sides of the flag.

Section 12. Measurer's Flag

The Measurer's flag has a navy blue anchor affixed diagonally in the center of a white background. In the upper left corner of the white field is a six inch navy blue bar with white hash marks representing a measuring device.

Section 13. Judge Advocate's Flag

The Judge Advocate's flag has a white scale of justice affixed in the center of a blue background.

Section 14. Length of Ensigns, Flags, and Pennants

The ensign is to be one inch on the fly for each foot of boat length. Pennants (burgees) shall be three-fourths of that, flags two-thirds of that.

Section 15. Flags of a Temporary Duration

The Commodore for his/her year may designate flags other than those in Sections two (2) through thirteen (13) hereinabove for that year only. The Board of Trustees must approve any temporary flag for compatibility in size and design to permanent flags. Any temporary flag must be approved by the Board of Trustees for a certain individual(s) and may not automatically be renewed in future years.

ARTICLE XX. UNIFORM

Section 1. Coat

The coat shall be a double-breasted sack coat or a navy blue blazer with club crest and seasonally appropriate trouser/skirt. The trouser/skirt will be white, black/gray depending on the season.

ARTICLE XXI. DESIGNATION OF RANK

Section 1. Commodore

Five bands of $\frac{3}{8}$ " tubular black braid spaced $\frac{3}{8}$ " apart, lower band to be 2" from the end of the sleeve. Top band to have a trefoil with $\frac{1}{2}$ " gold star in each loop thereof.

Section 2. Vice Commodore

Four bands of black tubular braid, $\frac{3}{8}$ " apart, lower band to be $2\frac{3}{4}$ " from the end of the sleeve. Top band to have a trefoil, with one $\frac{1}{2}$ " gold star in each of two loops thereof.

Section 3. Rear Commodore

Five bands of $\frac{3}{8}$ " black tubular braid spaced $\frac{3}{8}$ " apart, lower band to be 2" from end of sleeve. Top band shall have a trefoil with one gold star placed in center of upper loop of trefoil.

Section 4. Other Officers

All other officers have three bands of $\frac{3}{8}$ " black tubular braid $\frac{3}{8}$ " apart, lower band to be $3\frac{1}{2}$ " from the end of sleeve. Top band to have a trefoil with rank device specified for the cap set in the top loop thereof.

Section 5. Owners

All owners of boats shall have two bands of $\frac{3}{8}$ " black tubular braid set $\frac{3}{8}$ " apart, lower band 2" from the end of sleeve, and top band to have trefoil.

Section 6. Members Not Owning Boats

All members not owners of boats to have one band of $\frac{3}{8}$ " black tubular braid, with trefoil, set $2\frac{3}{4}$ " from bottom of the sleeve.

Section 7. Past Commodores

All past Commodores shall retain five sleeve bands, top band to have a trefoil with $\frac{1}{2}$ " silver star in each loop thereof.

Section 8. Secretary-Treasurer

The Secretary-Treasurer to have three bands of $\frac{3}{8}$ " black tubular braid space $\frac{3}{8}$ " apart, lower band to be $2\frac{3}{4}$ " from the bottom of the sleeve; top band to have a trefoil with $\frac{1}{2}$ " acorn in the center loop thereof.

ARTICLE XXII. CAPS

Section 1. Caps

The Club cap shall be of navy blue serge or white duck with lustrous mohair braid $1\frac{5}{8}$ " wide chin strap of black tubular braid, and a visor of black patent leather.

Section 2. Cap Ornament Devices

Cap ornaments devices for members - one anchor, fluke down; for officers - two fouled anchors, flukes down; all through Burgee.

Section 3. Commodore

The Commodore shall have three $\frac{1}{2}$ " gold stars set $\frac{3}{8}$ " from the device, one above and one on each side.

Section 4. Vice Commodore

The Vice Commodore shall have two $\frac{1}{2}$ " gold stars set $\frac{3}{8}$ " apart from the device, one on each side.

Section 5. Rear Commodore

The Rear Commodore shall have one $\frac{1}{2}$ " gold star set $\frac{3}{8}$ " above the device.

Section 6. Fleet Captain

The Fleet Captain shall have a tilted anchor $\frac{1}{2}$ " above the device.

Section 7. Sailing Captain.

The Sailing Captain shall have a reef knot $\frac{1}{2}$ " above the device.

Section 8. Fleet Surgeon

The Fleet Surgeon shall have a caduceus set $\frac{1}{2}$ " above the device.

Section 9. Secretary-Treasurer

The Secretary-Treasurer shall have one $\frac{1}{2}$ " acorn set $\frac{3}{8}$ " above the device.

Section 10. Measurer

The Measurer shall have a $\frac{3}{4}$ " gold band set $\frac{1}{2}$ " above the device.

Section 11. Judge Advocate

The Judge Advocate shall have a $\frac{3}{4}$ " gold scale of justice set $\frac{1}{2}$ " above the device.

Section 12. Past Commodore

A Past Commodore shall have three $\frac{1}{2}$ " silver stars set $\frac{3}{8}$ " from the device, one above and one on each side.

ARTICLE XXIII. OUTSTATIONS

Section 1 Permitted Usage

Use of the Willow Bar Outstation, and other future outstations owned by Portland Yacht Club, shall be restricted to boats owned and operated by Boat Owning, Senior and Intermediate members in good standing of Portland Yacht Club. There shall be no exceptions, other than use by vessels engaged in maintenance or dredging, or in case of emergency.

Section 2 Outstation Rules

The Board of Trustees may, from time to time, make detailed rules governing the use of Outstation facilities, but these rules shall not contradict Section 1, Permitted Usage

ARTICLE XXIV. ENDOWMENTS AND SPECIAL GIFTS

Section 1. Gifts \$25,000 or Less

A) Gifts of cash under \$5000 will become part of a "Special Gift Fund," unless the donor directs a specific purpose for the gift. If the donor directs a specific purpose, the Board of Trustees may determine if the donor's direction can be followed or, if not, the funds would be returned. The income or principal of this "Special Gift" fund could be used as under "B"/following.

B) Gifts of cash between \$5000 and \$25,000, which are unrestricted, would be placed in a "Special Gift Fund," where, depending on the donor's intent, the principal and/or interest could be used as directed by the Board of Trustees for a special project.

C) Gifts in kind (non-monetary) will be reviewed by the Board of Trustees and, if accepted, will be used as the donor directs.

Section 2. Gifts \$25,000 or More

A) Gifts over \$25,000 given for a specific purpose, upon acceptance by the Board of Trustees, will be used as the donor directs.

B) Where a fund is created for a specific purpose, from a number of gifts, the naming privileges will be given to the donor, who has given 50.01%, or more.

Section 3. Donor Recognition

Donor recognition of all gifts, with inscribed plaques or donor boards, shall be at the discretion of the Board of Trustees, unless the donor wishes to remain anonymous.

Section 4. Board of Trustee Appointment

The Board of Trustees shall appoint an "Endowment and Special Gift" Chairperson to a three-year term. This Chairperson will be available to discuss and make recommendations to any prospective donor or their representative.

APPENDIX I. CLUB OPERATING POLICY AND PROCEDURES (COPPS) FOR ALL CONTRACTUAL AGREEMENTS BETWEEN PYC AND CONTACTORS, VENDORS, OR ENTITIES

- A. The Board of Trustees shall, during the discharge of their obligations to exercise general control of the Club premises and finances, strictly adhere to the following prescribed policy and procedures when contracting with any individual or entity for goods and/or services intended for the exclusive use and benefit of PYC and its members.

- B. All proposed projects or acquisitions in excess of \$10,000.00 shall be approved by the Board of Trustees and shall require a detailed written description of the scope and the projected budget, including contingencies. If the project or acquisition is in addition to the items included in the annual budget, the written proposal for the project must include a financing plan which identified the funding source and the method and term for retiring the debt. Any project or acquisition of \$10,000.00 or more shall require competitive pricing from reputable contractors or vendors based on the project description. All such project or acquisition descriptions shall establish clear lines of authority for any individual or committee members acting on behalf of PYC as its agents.
- C. The authority of any individual or committee members designated as agents on behalf of PYC shall be strictly limited and require:
 - 1. Written authorization from the Board of Trustees describing the specific limitations of said authorization.
 - 2. Written notice of the agent's authorization describing his/her authoritative limitations shall be acknowledged in writing by all contractors, vendors or entities.
- D. The Board of Trustees shall, when deemed prudent or otherwise necessary, hire expert consultants to oversee or manage any large project of a technical nature beyond the expertise of PYC members or committee persons. This expense shall be identified in the project budget. The Board of Trustees shall stipulate that any such consultant be required to report to the Board of Trustees at intervals prescribed by the Board. The Board of Trustees shall at all times have oversight and control of the agent or consultant.
- E. The Board of Trustees shall restrict reliance on volunteer members to projects of limited scope and financial exposure to the extent practicable unless the Board determines that the members are considered experts in the relevant field. The Board may alternatively choose to appoint a member to act as agent or project manager who has demonstrated his/her expertise by the successful management of previous Club projects.
- F. All contracts which may have financial exposure of \$50,000.00 or more shall require review by the Club's compensated legal counsel.
- G. Except for emergencies pursuant to Article XII, any project, contract, or expense which exceeds \$50,000 not previously approved by the Membership, shall require approval by the Membership at a Members Meeting under Article XIV of the Bylaws, prior to entering into any contract or purchase order for such project, contract or expense.
- H. All contracts shall require written change orders which document the financial impact of such changes with copies to each party. Contracts shall also require performance updates, with variances denoted and updated billing reports with any variances denoted at intervals prescribed by the Board of Trustees.
- I. An expenditure of \$10,000.00 or more not approved in the budget by the membership at the Annual Meeting shall be published in the Portlight by the Board of Trustees.

MOORAGE RULES OF PORTLAND YACHT CLUB

All docks, walkways, floats and other similar floating and adjacent property are solely owned by the Portland Yacht Club (hereinafter "Club") and are controlled by the Board of Trustees (hereinafter "Board") for the benefit of its members. Policies and procedures regulating occupancy of the Club's moorage are set forth herein and upon approval by the Board shall solely determine and control such occupancy. (These Policies and Procedures shall take effect immediately upon their approval by the Board and shall remain in effect until amended by the Board.) All references to "Reporting" in the following pages shall be in written form and provided to the Club office.

ARTICLE I. DEFINITIONS

Section 1. Boat Owning, Senior and Intermediate Members

The terms Boat Owning, Senior and Intermediate Members are classes of membership and shall be as defined in the Club's Bylaws.

Section 2. Terms

A. Boathouse

The term "Boathouse" shall mean a floating structure with walls and a roof capable of housing a Power Boat.

B. Boat

The term "Boat" shall mean any boat occupying or qualified to occupy space in the Club's moorage.

Section 3. Moorage Space

The term Moorage Space shall mean a designated area of water in the moorage of the Club capable of accepting a Boat or a Boathouse.

Section 4. Moorage Space Calculation (For billing purposes)

BOATHOUSES: Area = Length X Width of space occupied, including logs/flotation.

OPEN SINGLE SLIPS: Area = Length of finger float X centerline of finger float to centerline of next finger float.

COMBINED DOUBLE SLIPS: Area = Length of finger float X centerline of finger float to centerline of next finger float, divided by two.

END TIE SLIPS: Area = Length of slip X (beam of vessel plus width of finger float)

ARTICLE II. BOAT AND BOATHOUSE OWNERSHIP

Section 1. Boat Owning Members

All boats and boathouses moored at the Club shall be personal use boats of and owned by Boat Owning, Senior or Intermediate Members, unless otherwise approved by the Board. Slips B-100 and J-1 may be designated for Club owned boats.

Section 2. Proof of Ownership

The Board shall require from the owner or owners of a Boat or Boathouse holding or seeking moorage, appropriate evidence of ownership, such as a copy of a certificate of ownership and registration. In the case of multiple

owners of a boat and/or boathouse members must provide documentation proving evidence of shared ownership.

Section 3. Assignment of Mooring Rights – Multiple Owners

In the case of multiple owners of a boat and/or boathouse (shared ownership), the members shall designate one member to be assigned the mooring rights. The member to be assigned the mooring rights shall have documented ownership of 1/3 or greater in the boat and/or boathouse per above section 2. All of the shared owners must be members of PYC or immediately apply for membership. At any time, the assigned member can request the substitution of these rights to one of the other shared owners who has demonstrated continued ownership of 1/3 or greater in the boat and/or boathouse from initial assignment of the rights or who has met the rules under section 6. Members should petition the appropriate Moorage Chair for the substitution. Substitution of these moorage rights are covered under this section 3 and are not covered by Article V (Moorage Moving Lists) or Article VI (Assignment of Moorage Space) of the moorage rules.

Section 4. Trusts

A Boat Owning, Senior or Intermediate Member having a Boathouse or Boat moored at the Club may, for estate planning purposes, vest ownership in a Trust or other such vehicle without affecting the moorage status of such Boathouse or Boat at the Club. However, moorage rights shall extend thereby only to the Boat Owning, Senior or Intermediate Member originally assigned the space.

Section 5. Change in Ownership

Except in the case of transfers between spouses or to a trust of a Boat Owning Senior or Intermediate Member, any complete or partial change in ownership, whether by sale or otherwise, of a Boathouse or Boat holding moorage at the Club shall be reported in writing to the Board within ten (10) days of such change.

Section 6. Transfer of less than 100% Ownership

In the event of the transfer of less than one hundred percent (100%) ownership of a boat or boathouse moored at the Club to a non-member of the Club, such non-member shall immediately apply for membership in PYC as a Boat Owning Member. In the absence of obtaining membership within three (3) months of the transfer, the partnership shall be terminated, or moorage rights in the Club's moorage shall be terminated with removal from the moorage within thirty (30) days. If the new owner anticipates obtaining moorage rights in their name, application via the appropriate Move-in list should be filed as soon as Boat Owning Member status is obtained.

If a member has documented, under Section 2 above, continued 1/3 or greater ownership in a boat or boathouse for a period of 5 or more years, the assigned member may petition the appropriate Moorage Chair to assign the mooring rights to said member.

Members who have demonstrated shared ownership and the assigned member deceases may petition the Board for waiver of the 5 year rule. In the event the new owner becomes a 100% owner of the boat or boathouse in a period of less than five years, the moorage assigned to such boat or boathouse shall be terminated with removal from the moorage within thirty (30) days unless the new owner qualifies under the Move-in/Move-up process for

moorage space assignment. See Article V of these Rules.

Section 7. Granting Special Moorage Rights

The Board shall have the discretion to grant moorage rights to syndicated boats and in other similar special circumstances.

Section 8. Safety Requirements

The safety of Portland Yacht Club facilities is of utmost concern to the Board. It shall be the duty of each Boat Owning, Senior or Intermediate Member who maintains moorage space at Portland Yacht Club, to keep the owner's Boat and Boathouse or Boat slip in a safe, clean, attractive, and seaworthy condition. The Board, acting through the Moorage Chairs and the Fire Safety Committee, shall have the sole authority in determining compliance with this rule. Any member who, after 60 days of receiving written notice of not being in compliance shall be subject to losing their assigned moorage space.

Section 9. Clean Marina Requirements and Compliance

A. Bottom Paint Removal

It is prohibited to remove bottom paint by scraping in water or any other process that occurs under water which removes paint from the boat hull.

B. Debris

It is prohibited to introduce any maintenance debris into the marina basin or river.

C. Fish Waste

It is prohibited to dispose of fish waste into the marina basin.

D. Pump-Out Station and Waste Disposal

The Pump Out Station is located between M and N Row on the marginal walk. It is unlawful to discharge waste into a waterway. PYC boats at moorage must use their holding tanks at all times and discharge of wastes is strictly forbidden. Boats may utilize the PYC Pump Out Station or arrange for commercial pump out service. Boats may be subject to random Y-valve inspection or dye-marker holding tank treatment to insure compliance.

ARTICLE III. RESIDENCY STATUS

Section 1. Voyage to Foreign Waters

The Club encourages its members to voyage to foreign waters. Accordingly, upon petition to the Board, the Moorage Space assigned to a Boat Owning, Senior or Intermediate Member or position on the Moorage Moving List shall remain available to such member upon return for a period of up to one (1) year providing all applicable moorage fees, dues and assessments are paid. Extensions may be granted upon written request to the Board. During the period of such absence from the moorage, the member may sublet the assigned Moorage space on a temporary basis to another eligible Boat Owning, Senior or Intermediate Member.

ARTICLE IV. CONTROL OF THE MOORAGE

Section 1. General

A. Appointment of Open & Closed Moorage Chair

Each year, the Commodore shall appoint (a) an Open Moorage Chair and (b) a Closed Moorage Chair, each of whom shall be a member of the Board.

These Chairs will have shared responsibility for the Combined Moorage.

B. Moorage Space Assignment Responsibility

Each Chair shall have space assignment responsibility for the respective section of the Club's moorage, subject to oversight by the Board. Neither Chair shall have maintenance responsibility for the Club's moorage nor shall the Club Manager have any responsibility for the assignment of Moorage Space.

C. Reassignment of Moorage Space

The Board shall have the right to reassign the Moorage Space of any member to serve the best interest of the Club.

D. Minors

Minors, persons under age of 18, whether or not related to members, shall not be permitted in the moorage after dark unless accompanied by a member or authorized, for the specific occasion, by a letter dated and signed by a member.

E. Toilet Facilities

Boathouses containing toilet facilities shall be prohibited in the Club's moorage.

F. Securing Boats and Boathouses

Boats and Boathouses shall be adequately secured so that neither property nor boats of others are endangered. All Boats and Boathouses are moored at the owner's risk and the Club shall not be responsible for damage or losses of any kind. The member shall maintain boathouses and mooring chains in a safe condition at all times. The Club shall have the right to replace mooring chains or pelican hooks if either are found defective, charging the member for the cost thereof.

G. Moorage Authority

The Board shall have authority to refuse moorage to, or require removal of, any boat or boathouse which, in its judgment is a detriment to the Club or its moorage. Written notice by registered mail shall be directed to the affected member.

H. Cargo Lift Restrictions

Children are not permitted to play on or around the cargo lifts. Do not exceed cargo lift load restrictions posted.

I. Waste Oil and Antifreeze Disposal

Waste oil shall be placed in storage tank at the west end of parking lot as provided by the club. Antifreeze shall be placed in the designated container at the west end of parking lot as provided by the club

J. For Sale/For Rent Signs

For Sale, For Rent and other comparable commercial signs, are not permitted to be displayed on either boats or boathouses in the Club's moorage.

K. Commercial Marine Enterprise

A member associated with any commercial marine enterprise whether it is selling boats, accessories or services, may conduct such business on the Club's property only in a discreet, unobtrusive way not apparent to a casual observer.

L. Speed Regulations Within the Moorage

No Wake zone shall be observed in the vicinity of the moorage.

M. Fuel Dock Service

Gasoline and Diesel will be available at the Club's fuel dock during hours posted at the fuel dock.

N. Fuel Dock Moorage

Moorage at the fuel dock is prohibited except for refueling or service purposes. Under no conditions may any boat be moored at the fuel dock overnight.

O. VSC Inspections and Safety Requirements

An annual VSC inspection is required for all boats in the moorage, and a copy of the inspection form must be provided to the Club office. In addition, the following safety requirements must be met:

- All electrical cords, and portable heaters, must be in compliance with Article XIV herein.
- Bilge pumps must be operational.
- The bilge blower must be operational.
- Propane systems must meet current Coast Guard requirements.
- All gas lines must be of the type approved by the Marine Safety Board.

P. Proof of License

Current state registration must be appropriately displayed and in accordance with State and USCG regulations.

Q. Proof of Liability Insurance

All Boat Owning, Senior, and Intermediate Members must carry a minimum of \$500,000 liability insurance on their boat (whether or not moored at PYC) and a minimum of \$500,000 liability insurance on their PYC moored Boat House. Certificates of liability insurance must be provided to the Club office at the inception, renewal, or change to the policies. Members are also encouraged to carry \$500,000 pollution coverage on their policies and have their insurance carrier name Portland Yacht Club as an "additional insured".

R. Live Aboard Vessels and Overnight Stays

The PYC Moorages are not set up for or intended to be permanent live aboard use. All members are allowed overnight stays at the PYC Marine Drive moorage and Staging Dock and are limited to no more than 10 overnight stays within any 30-day period. Stays longer than 10 days may be allowed after written authorization from the PYC Board. The Staging Dock has an additional time limit of no more than 48 hours in any 7-day consecutive period.

S. Limitation

Only power and sailing vessels that have a galley, head with sanitary holding tank/pumpout and dedicated overnight accommodations, shall be granted permanent Moorage space. Sailboats designed and intended for day sailing are excluded from this limitation and shall be granted permanent Moorage space.

Section 2. Closed Moorage

Boathouses shall comply in all substantial respects with the requirements of this Section before access to the Club's moorage may be granted and at all times while present. Exceptions to the requirements of this paragraph must be approved by the Board.

A. Boathouse Construction

Boathouse construction shall be -

1. Of substantial design, with walks or decks along both sides and front of the house, wide enough to permit ready access, made slip proof and treated for fungi. Boathouse, walks, structural members, logs, siding, and decks must be kept in good repair.
2. Limited to a maximum length of 75 feet and a maximum width of 34 feet.
3. Move-in boathouses and remodels must comply with The Boathouse Construction Rules and be approved by the Closed Moorage Chair.
4. Boathouses in excess of 75' feet are "grandfathered".

B. Boathouse Color

Exterior paint on boathouses shall be a subdued neutral color.

C. Electrical Wiring

All electrical wiring, outlets, switches, fusing and lighting fixtures shall conform to minimum code requirements of the City of Portland and State of Oregon. Appropriate inspection certificates shall be obtained when electric service installation has been completed. Any changes in a boathouse location within the moorage will require an Electrical Service Entrance meeting current code requirements.

D. Elimination of Fire Hazards

1. Boathouses shall be well ventilated at all times.
2. Bulk storage of fuels or inflammable liquids of any kind shall be limited to a total of five gallons.
3. A key to each member's boathouse shall be deposited with the Club Manager to facilitate periodic inspection and emergency entry. Where alarm systems are installed, owner must inform Club Manager and register code.
4. All boat or boathouse heating units or appliances, including electrical extension cords, must conform to National Marine Standards and city/county/state codes as applicable.
5. Unattended open flame heating devices are prohibited.

E. Boathouse Maintenance

Boathouses will be maintained in a clean condition and in compliance with applicable laws and regulations.

F. Removal of Plant Growth

Removal of all grass, plants, etc. around the boathouses will be the member's responsibility.

G. Head Walk Attachment

Attachment to Head Walk: All pelican hooks, chains and other attachment devices shall be the member's responsibility. If they are not properly maintained, the club may replace them at the member's expense.

H. License

Current state registration must be appropriately displayed on the mem-

ber's boathouse and in accordance with State of Oregon laws.

Section 3. Open Moorage

A. Mast Stepping Lift

The mast stepping lift is for the use of Boat Owning, Intermediate or Senior Members boats only, who must apply to the Club Manager for permission and arrangements for its use. Such use is at the member's risk. Members are warned about overloading lift and a load limit is posted as a warning.

B. Dock Boxes

Size: 42" high x 36" deep x 8' long maximum. "A" row can be deeper.

Member to supply his own box built in a workmanlike manner, and all new or replacement boxes will be fiberglass. If boxes are not maintained in good, usable condition, the Club may remove the box.

Placement of boxes is at the expense of the member. Any labor and material will be billed to member.

C. Walkways

All walks shall be kept free of cords, hoses, lines, etc. No unprotected cords or lines will be strung across marginal or main walks.

D. Electrical Devices

All heating units or appliances, including electrical extension cords, must conform to National Marine Standards and city/county/ state codes as applicable.

Electrical cords and Plug-ins must be in good condition and meet Marine Electrical Standards.

E. Dinghy Storage Docks

Members storing dinghies, tenders, kayaks and other small boats on the docks designated as Dinghy Docks, located within the Open Moorage, are required to seek prior approval from the Club Manager before placing vessels on the dock.

All vessels shall be marked with the member's name. Vessels not identified may be removed at the Club Manager's or Open Moorage Chair's discretion.

ARTICLE V. MOORAGE MOVING LIST

Section 1. Changes in Occupancy

All changes in occupancy of the Club's moorage shall be in accordance with a Moorage Moving List, which shall be sub-divided as follows:

A. Open Moorage

(1) Move-Up

(2) Move-In

B. Closed Moorage

(1) Move-Up

(2) Move-In

C. Combined Moorage

(1) Move-Up

(2) Move-In

D. Qualifications for Move-up and Move-in Lists.

Any Boat Owning, Senior or Intermediate Member is eligible to be on the Move-In and Move-Up lists for either Open, Closed or Combined moorage

Section 2. Moving List Application

Move-In Lists:

Any Boat Owning, Intermediate or Senior Member seeking space for their boat in the Club's moorage may complete a Move-In application for Open, Closed and/or Combined Moorage.

Move-Up Lists:

Any Boat Owning, Intermediate or Senior Member currently assigned permanent space in the Club's moorage may complete an application to move up within Open, Closed and/or Combined Moorage.

Applications:

Separate applications for Open, Closed and Combined Moorage are available from the Club office or by e-mail from the Club office. When the completed application is approved by the appropriate Moorage Chair(s), the applicant's name will be added to the appropriate list by the date it is approved.

Listing After Assignment of Space:

Upon assignment of new Open, Closed or Combined Moorage Space, the Member's name will automatically be removed from all Move-Up or Move-In lists. The Member may subsequently complete a new application to be placed on a Move-Up List with the new date of acceptance by the appropriate Moorage Chair.

Section 3. Moving List Posting

An updated Moorage Moving List shall be posted monthly on the Club's bulletin board. Each section of the Moorage List shall contain a list of the Boat Owning, Senior or Intermediate Members who have made application for such section in priority order - that is, in chronological order of the date of receipt by the Club of such application. When it is imminent that a house will be moving within or out of the closed moorage, each person on the move-up and move in lists will be notified by mail in the order prescribed by these moorage rules

Section 4. Bumping

Only those Boat Owning, Senior or Intermediate Members, who are on the Move-up-Lists are eligible to "Bump". A Boat Owning, Senior or Intermediate Member wishing to Bump for another space has 14 days to notify the respective moorage chair from the date of the notice advising the Members on the Move-Up-Lists of a pending Boathouse sale or space availability. The Bumpor will bear all costs of the moves for the Bumpor and Bumpee, i.e: tug, electrical, etc.

Section 5. Moving List Priority

The Move-up sections of the Moorage Moving List shall always have priority over the Move-in sections thereof, subject to all sections of Article V - Moorage Moving List, with full consideration given to comparable Boat/House size.

Section 6. Sale of Boat

A Boat Owning, Senior or Intermediate Member listed on any section of the Moorage Moving List who sells their Boat after being listed, shall remain listed on the Moorage Moving List as long as such member desires and pays Boat Owning, Senior or Intermediate Member dues.

ARTICLE VI. ASSIGNMENT OF MOORAGE SPACE

Section 1. Moorage Space Approval

All permanent or temporary space must have approval of current Moorage Chair.

Section 2. Moorage Space Assignment

OPEN & COMBINED SPACES

Upon assignment of new, or forfeiture of existing assignment, Open or Combined Moorage Space, the member's previously assigned space shall be surrendered immediately. Should the member fail to occupy the newly assigned slip within 30 days the slip shall be available for reassignment. If the member is unable to occupy the slip within 30 days, the member must petition to the Board for an extension or forfeit the slip.

BOATHOUSE SPACES

If a member is assigned boathouse space in the Closed Moorage, the member must occupy or move their boathouse into that space within 30 days. If the member had occupied a boathouse in the Closed Moorage before getting a new boathouse space, the member's earlier boathouse must be moved to the new space within 30 days, listed for sale within 30 days or removed from the Club's moorage. The earlier boathouse must be sold or moved out of the moorage within 8 months of the assignment to a new space.

ALL MOORAGE SPACES

No Member may be assigned more than one moorage space or have more than one boat in the Club's Open, Closed and/or Combined Moorage, except on a temporary basis if approved by the appropriate moorage chair (s).

Section 3. Open Moorage for Power Boats

Open moorage will not be available for Power Boats except in the following circumstances:

- A. Slip B-100 may be reserved for Club usage.
- B. Temporary assignment outlined in Article VIII, Section 6 herein.

Section 4. Moorage Space Requirements

Any Boat or boathouse to be assigned Moorage Space shall meet the size requirements for such space under the guidelines set forth in Articles IX and X hereof. Exceptions may be made by the Board if special circumstances exist.

Section 5. Boat House Sales

- a. The owner of a Boat House in Closed Moorage, desiring to sell his house, must choose one of the two following options:

Option #1

The owner may sell to a party of their choice, whether a PYC member or not, at a price which does not require disclosure. However prior to the sale, there must be a written and signed acknowledgment by both parties (buyer and seller) that under this option, the new owner will be required to move the house out of moorage unless purchased by a member qualifying under Option #2.

Option #2

The owner desiring to sell to a club member must first present, in writing, to the closed moorage chair, the sale conditions and price. The seller

must additionally agree to offer the Boathouse only at fair market value, and under the conditions and price consistent with the rules in Article V and this section of the Moorage Rules. The seller shall also pay to the club at the time of listing a nonrefundable \$125.

- b. The club shall send out notice of the offered Boathouse to all members on the Move-up and Move-in lists. Prospective buyers on the Moving lists shall have 15 days from the date of postmark to respond. Prospective buyers shall respond to the moorage chair in writing with a sealed bid. All bids or offers shall include \$1000 earnest money payable to the club. At the conclusion of 15 days the moorage chair will communicate to the seller what offers have been tendered. The seller may accept the highest bid; however, priority shall always be given to the higher or highest person on the Moving lists in the event of identical offers.
- c. In the event there is an offer and acceptance after the initial 15 days all other earnest moneys shall be returned in full forthwith. The buyer shall purchase the Boathouse by depositing the full purchase price, less earnest money deposit, in a club account within 10 days of the acceptance by the seller. If the buyer fails to perform, and absent an agreement for an extension of the 10 days, the buyer shall forfeit the \$1000 earnest money to the seller. After the buyer deposits the full price less earnest money with the club, the club shall write a check to the seller for the full purchase price less an additional \$125 closing cost. However, the transfer of money from the club to the seller shall not occur until both the buyer and the seller acknowledges to the club in writing that the transaction is complete and the buyer has received a signed title. In no event will the club be a conduit of title transfer.
- d. The requirement, in paragraph c. of this section and rule, that the Club account shall be the conduit of the money transaction between Boathouse seller and buyer shall only apply when (1) there is more than one buyer, and (2) the Boathouse and boat therein are being sold to the same buyer.
- e. If after the initial 15 days there are either no offers or no acceptance of an offer the Boathouse sale will be open to all boat owning club members. Members on the Moving lists who have made offers may (1) rescind their offer and the club shall immediately return the earnest money, (2) leave their offer open with earnest monies left with the club, or (3) make a different offer in writing in a sealed bid directed to the closed moorage chair. All offers to buy by members not on the Moving lists shall be made in the same manner described by this rule.
- f. In the event there is no sale after the initial 15 days the seller may (1) take the Boathouse off the club market, (2) continue the original offered price and conditions of sale, or (3) change the price and condition of sale. If the seller changes the price and condition of sale the change will be in writing directed to the closed moorage chair and notice of the changed price and condition of sale shall be sent out only to members on the Moving lists who previously made an offer to purchase and notice shall be posted at the club. Prospective buyers shall respond in writing to the closed moorage chair with sealed bids with a \$1000 earnest money deposit. The moorage chair shall open these bids after 15 days and communicate the offers to the seller.

- g. This process shall continue until the Boathouse is sold, taken off the market, or moved from the club. In all events the person higher on the Move-up or Move-in list shall be given priority if the submitted offers are identical.
- h. The club reserves the right not to list a boathouse, to stop listing a boathouse, or to require a boathouse be moved from the club moorage in the event that the Board makes a finding that this rule has been violated.
- i. Any member, including the closed moorage chair, may make a complaint in writing to the closed moorage chair if that person believes this rule is being or attempting to be circumvented or violated. The Closed Moorage Chair, along with two Board of Trustee members appointed by the Commodore, shall review the complaint and decide whether there is sufficient cause to present the complaint to the full Board. When considering whether this rule has been violated the board may consider statements of any party or member and an appraised value of the boathouse. Absent other evidence to the contrary any boathouse sale price within 20% of the appraised value shall be deemed to be a sale within the confines of this rule.
- j. The club shall pay for an appraisal and that appraisal shall take into account the fact that the boathouse is located at the PYC moorage. In the event the Closed Moorage Chair, with the two Board of Trustee members, decide to take a complaint to the full Board the sale process shall stop pending a determination by the Board.

Section 6. Moving List Procedure

When a moorage space becomes available, the appropriate Moorage Chair shall consult the relevant Moorage Moving Lists, offering such space to the members thereon whose Boathouse or Boat meets the size requirements of the space to be assigned. If such member declines the offered space, a similar offer shall be made, in chronological turn, to each member appearing on the Move-Up list until the space is either accepted or the Move-Up list is exhausted. In the latter case, the relevant section of the Move-In list will be consulted in identical manner. Each qualifying member will indicate their preference upon contact.

Section 7. Space Declined - Affect on Moving List

If a Boat Owning, Senior or Intermediate Member on any section of the Moorage Moving list declines an offered Moorage Space, that member's position on such list shall not be affected as long as such member continues to pay Boat Owning, Senior or Intermediate Member dues.

Section 8. Maintenance of Moorage Space & Boat

Boats holding moorage at the Club shall be maintained in a clean and seaworthy condition, and in compliance with applicable laws and regulations as determined by the Board. The Fire Safety Committee shall annually inspect the moorage and boats for compliance. Reference Article IV, Section 1. Q.

Section 9. Marginal Walk Temporary Tie-ups

Short term tie-ups (less than 4 hours) to the marginal walk are allowed for all members without special permission. After obtaining permission from the Club Manager, a member is allowed to remain at the marginal walk for a limited stay of 72 hours. If a member remains longer, a fee of \$25 per day will be charged to his account.

Section 10. Combined Moorage Space Assignment Responsibility

- A. Moorage spaces covered under this rule are N Row spaces and end-tie spaces located at the north end of F, G, J and K rows, all of which are to be considered for use by both power and sailboats. Combined Moorage slips are subject to all other Moorage Rules.
- B. Space assignments shall be made jointly by the Closed and Open Moorage Chairs subject to oversight by the Board. The Moorage Chairs may exercise their judgment to assign boats to take best advantage of the width of each N-Row double slip.
- C. All members on the Combined Moorage lists shall be notified of the existence of a vacancy. If no member on the lists responds within 15 days, the space may be assigned to any member who requests it for a boat of the required length. In all cases, the Combined Moorage Move-Up list shall have priority over the Combined Moorage Move-In list. Members on the Move-In list shall be members for at least six months before they have a priority of moorage assignment based on type of vessel.
- D. The space assignment goal shall be:
 - 1. The 40' N Row spaces shall be assigned to powerboats and sailboats 35' LOA and longer, with a maximum of 45' LOA.
 - 2. The 60' N Row spaces shall be assigned to powerboats and sailboats 45' LOA and longer up to a maximum of 60' LOA.
 - 3. The end-tie slips shall be assigned to powerboats and sailboats 50' LOA and longer up to an actual LOA no longer than each slip. Vessels less than 50' LOA will be considered on a slip by slip basis as long as the LOA of the vessel assigned is not longer than the slip.
- E. If a vessel owned by a Boat Owning, Intermediate or Senior Member is assigned a space on a temporary basis by the Combined Moorage Chairs, the space shall be vacated immediately if a qualifying member requests moorage.

ARTICLE VII. MOORAGE VACANCIES

Section 1. Short Term Vacancies

Any vacancy in the Open, Closed or Combined Moorage over 30 days must be reported to the Club Office. The Boat Owning member shall also indicate to the Club Office if they desire their slip placed on the sublet list. A Boat Owning, Senior or Intermediate Member may temporarily rent the assigned space to another Boat Owning, Senior or Intermediate Member for a period not to exceed eight (8) consecutive months. An additional eight (8) months absence may be granted upon a timely written request to the Board of Trustees. Any boat occupying temporary moorage under this section must comply with the same requirements as a boat assigned permanent moorage. The member, to whom the slip is permanently assigned, retains the responsibility for payment of the slip rental to the Club and the written notification of the temporary sublet to the Club Office and appropriate Moorage Chair.

Section 2. Sale of Boat

If a Boat moored at the Club is sold, the owner(s) shall have eight (8) months to replace such Boat with another of appropriate size under the guidelines set forth in Articles IX and X hereof. During this period,

the Moorage Space will be held available for the Boat Owning Senior or Intermediate Member(s) involved, providing, however, that the appropriate Moorage Chair may make a temporary assignment of such Moorage space to another Boat Owning, Senior or Intermediate Member. The Moorage Chair may request a copy of documents evidencing a clear commitment to replace such Boat. Failure to produce evidence showing such a commitment may, at the discretion of the Board result in forfeiture of the member's assigned Moorage Space. If such forfeiture occurs in the case of Moorage Space in the Closed Moorage, the boathouse and personal property occupying such Moorage Space shall be removed from the moorage promptly.

Section 3. Vacant Moorage Space

Any Moorage Space or Boathouse that is vacated by the assigned Boat for more than eight (8) months shall be reported to the appropriate Moorage Chair and the Club Office who shall investigate. This shall be grounds for forfeiture of assigned moorage space.

ARTICLE VIII. TEMPORARY ASSIGNMENT OF MOORAGE

Section 1. Application

Boat Owning, Senior or Intermediate Members seeking temporary Moorage Space shall refer to the posted sublet listing.

Section 2. Moorage Fees

Boats assigned moorage shall incur the customary moorage fees which will be paid by the assigned Boat Owning, Senior or Intermediate Member.

Section 3. Position on Moving Lists

Assignment of temporary moorage does not constitute Moving In for purposes of the Moorage Moving List, and such temporary space assignment does not impose upon the Moorage Chair any responsibility to find other temporary or permanent space.

Section 4. Permission to Use Space

No temporary assignment of vacant space in a Boathouse moored in the Closed Moorage of the Club shall be made without the permission of the owner of the Boathouse.

Section 5. Guest Moorage Space

All visitors mooring boats which are to be left unattended or to remain overnight shall make arrangements with the Club prior to arrival. The Open Moorage Chair, or Combined Moorage Chairs, in coordination with the Club Manager, may grant temporary moorage to guests of the Club providing a Reciprocal Moorage Form is completed. The maximum stay shall not exceed ten (10) days in any sixty (60) day period, during which time a fee of \$10 (ten dollars) per day will be charged after the first three (3) days of moorage. 30 Amp shore power may be available for \$3 per day. Use of Club's shoreside facilities by guests of the club shall be arranged with the Club Manager.

Section 6. Vacant and Unassigned Moorage Space.

In the event a moorage space is vacant and unassigned after the appropriate moorage chair has complied with Article V, the appropriate moorage chair may make a temporary assignment of the moorage space. Only a member eligible under the bylaws to be assigned permanent moorage may

request a temporary assignment. The boat can be sail or power. The temporary assignment may be a second moorage space for the member, if allowed under Article VI, Section 2. The temporary assignment, at the discretion of the appropriate moorage chair, may be for:

- a) A term not to exceed ninety (90) days;
- b) A term of ninety (90) days and then month to month thereafter; or
- c) Month to month

The appropriate moorage chair and the member can terminate the month to month by giving a thirty (30) day notice. The member can file the notice with the Club office and the moorage chair can mail the notice to the member’s address on file with the Club office.

ARTICLE IX. SIZE REQUIREMENTS – SAIL

Section 1. Philosophy

Because the Club desires to maximize occupancy of its facilities, the Moorage Chair will strive to match Boats and Moorage Spaces to best meet that objective. Each moorage has an optimum Boat size which shall govern in making space assignments. Guidelines are:

A. Boats

- 1. Boat Sizes

Small (S)	16’ to 27’
Medium (M)	27’ to 34’
Large (L)	34’ or larger

B. Moorage Spaces

- 2. Moorage Spaces

Row A.	1,2	L
	3-17	M
Row B.	1-4	S
	5-22	M
Row B+	1-9	S
	10	M
Row C	1-8	L 36’ and up
	9-15	L 38’ and up
Row D+	1-7	S 30’
	8-11	S
Row D	1-2	Combination of S - L – 36’
	3-4	L
	5-6	Combination of M - L – 40’
	7-14	L – 40’
	15-19	L – 50’

ARTICLE X. SIZE REQUIREMENTS – POWER

Section 1. Space Requirements

Unlike the Sail section of the Club’s moorage, the power section contains moorage space only for boathouses. Space is consequently assigned with due regard for:

- 1. The overall width and length of the Boathouse compared to the size of the space available.
- 2. Depth of the bay compared to the combined length of the Boat and Boathouse, together with reasonable operating clearance.
- 3. Compatibility of the Boathouse with the Boathouses on either side of the available space.

Section 2. Space Assignments

As is practical, moorage space shall be assigned to be occupied by the largest Boathouse for which proper application has been made. In adverse weather conditions, boathouses in the club's moorage demonstrate a considerable interdependence. Therefore, all Boathouses benefit when their rows are snug and of reasonably uniform size. The bays between rows have the following approximate dimension measured at the main walk:

- | | |
|-------------|-------------|
| E. 156 Feet | J. 157 Feet |
| F. 155 Feet | K. 146 Feet |
| G. 128 Feet | L. 151 Feet |
| H. 156 Feet | M. 150 Feet |
| I. 152 Feet | |

See Article VI, Section 10.E. for Combined Moorage Space Assignments

ARTICLE XI. BOAT/BOATHOUSE SECURITY ALARM SYSTEMS

Section 1. Purpose

PYC encourages members to provide alarming devices on their property moored at the Club. These devices will alert the Club staff and/or the Security Guard that intruders have entered the facilities and perhaps avert any loss to the members. PYC also encourages the installation of motion-detecting lights on the front, rear, and/or sides of boathouse structures to further challenge intruders.

Section 2. Guidelines

1. The alarm system shall be designed such that it is immune to false alarms, especially those caused by birds, ducks, etc.
2. A strobe light shall be located at the highest elevation and in front of the property to be protected. This will allow for easy location of the unauthorized entry.
3. The audible alarm shall be adjusted for automatic reset at the end of 10 minutes (or the shortest time possible if longer than 10 minutes), which allows adequate time for location and minimizes the effect on our neighbors. This is especially important if it is a false alarm.
4. The Club staff or the Security Guard will notify the owner of any alarm activation. If it fails to deactivate at the end of a ten minute period, the owner will be required to disable it immediately! If the owner cannot be reached, Club staff will be authorized to take whatever means necessary to silence the alarm at the owner's expense.

ARTICLE XII. EMERGENCY ACTION

Section 1.

In the event of emergencies in the Club Moorage, including the Willow Bar Outstation, at other club property or during club-sanctioned events, the Club Manager, staff, flag officers or their designated assistants, may take appropriate and immediate action to further the safety of persons, the moorage, boats, boathouses or the environment.

Section 2.

When such an emergency occurs, reasonable efforts shall be made to notify the owner of the subject boat or boathouse to effect immediate action. If

the owner cannot be reached or if the owner cannot respond quickly enough to avoid damage, reasonable action may be taken without the owner's consent.

Section 3.

Emergencies covered by this Article include, but are not limited to fire, hazardous fuel conditions, sinking, waterway pollution or physical hazards that would endanger persons, moorage, boats, boathouses or the environment.

**ARTICLE XIII. MOORAGE CONSTRUCTION/
MAINTENANCE STANDARDS**

Section 1. General

- A. Philosophy: The goal of these Standards is to produce a durable, versatile moorage for PYC. In selecting materials for various components of the moorage, priority has been given to materials with proven durability and low maintenance. In later phases of the moorage upgrade, priority should also be given to matching materials selected in earlier upgrades to maintain consistency throughout the moorage. These construction and maintenance standards and rules supercede certain sections of the Moorage Rules prior to 2005. Note-also see Article IV-Section 2 rules.
- B. Applicable Codes: The Marina is covered by the City of Portland's "Floating Structures Code", Title 28 of the City of Portland Code, current edition (major revision in 2005). Conditions outlined in standard Local Operating Procedure for Endangered Species (SLOPES III) of our Corps of Engineers (COE) permit also apply. PYC members who are owners of floating structures (boathouses) should make themselves familiar with the latest revision of Title 28. In general, Code requirements that apply to boathouses (e.g., obtaining permits for modifications) are the responsibility of the boathouse owner, and it is PYC policy that boathouse owners shall comply with all such Code requirements. Some provisions in Title 28 and SLOPES III are of particular importance to the PYC moorage and paraphrased as follows:

1) Definitions

Boathouse: A noncommercial structure used primarily for the storage of boats. May include a work area used primarily for the maintenance and repair of the boat stored in the boathouse and may include a toilet [if a sewer line is provided], lavatory and shower but may not include cooking or sleeping facilities. (Note: Sewer lines are not provided at PYC and therefore no toilets are permitted.)

Combo structure: A boathouse and dwelling unit combination. (Note that only boathouses, not combo structures, are permitted at PYC.)

Grandfathered: The allowance for a floating structure (e.g. a boathouse) which was legally constructed to an earlier code but which does not meet the conditions of the revised code may remain without the requirement for improvement, provided that the floating structure is maintained in good repair and does not represent a safety hazard.

Marginal Walkway: A floating walkway providing access to two or more main walkways.

Main Walkway: A floating walkway to which finger floats, boathouses, etc. are attached.

2) Permits and Inspections

Permits are required for a number of activities involving boathouses including:

- a) New construction of boathouses.
 - b) Construction of new decks, walks, or porches.
 - c) Alteration to or reconstruction of any element of a boathouse, with exceptions for a few minor items.
 - d) Moving a boathouse from outside the City of Portland into the City of Portland. (Note that while a permit is not required to move a boathouse within the City, an electrical permit is required and a licensed electrician must be involved in any disconnecting or connecting of boathouse electrical systems, including moving boathouses within the moorage.)
 - e) Any new installation of or alteration to any electrical, plumbing, or heating systems in boathouses, with minor exceptions.
- 3) Number Plates on Boathouses: All boathouses must have an identification plate issued by the State Marine Board.
- 4) Separation Distances Between Relocated Boathouses: When a boathouse is moved within a marina, the separation distance between the moved boathouse and its new neighbors must meet the separation distances in the latest code. The separation between walls must be at least six feet and the separation between projections (roof overhangs, etc.) must be at least four feet. If a boathouse is moved into a location that violates these standards, the owner of the relocated boathouse must provide additional fire protection (e.g. a sprinkler system) as directed by the Fire Marshal.
- 5) Provisions of SLOPES III and Harbor Master Requirements: Remodeled or new Boathouses to PYC must integrate light transmission (also called burn-out) panels in the roof, sides. By following these conditions, the overall environmental conditions and fire safety of the moorage will be improved. Major remodels and alteration to existing boat houses are required to follow the permit conditions. The goal is to increase the light into the boathouse and reduce shading. Solutions that meet this goal would be supportable.
- Subject to breaks for structural supports, light transmissions panels shall be installed on each side of the boathouse from front to rear. Such panels shall have a minimum 24 inch clear opening.
 - The minimum number of light transmissions panels in boathouse roofs shall be as follows:
 - General-each panel shall extend from ridgeline to eave on both sides of the roof and shall be a minimum of 32 inches in width.
 - Boat houses up to 45 ft in length shall have 2 such panels.
 - Boat houses 45 ft to 60 ft in length shall have 3 such panels.
 - Boat houses over 60 ft to 75 ft in length shall have 4 such panels.

C. Configuration

1) Open Moorage and Combined Moorage

- a) Double tie: As Open Moorage rows are upgraded, the moorage should consist of double slips configured such that each boat will have a finger float on one side of each boat only.
 - b) Turning room: For all new slip assignments, there should be a minimum of one and one-half (1 ½) boat lengths of turning room behind each boat. No boat should be assigned moorage in a slip where the turning room behind the slip is less than 1 ½ times the overall length of the boat, including bowsprits, bow or stern pulpits, wind vanes, etc.
- 2) Closed Moorage
- a) Turning Room: For all new boathouse slip assignments, there should be a minimum of one and one-half (1 ½) boat lengths of turning room behind each boathouse. No boathouse should be moved into a location where the turning room would be less than 1 ½ times the overall length of the boat (including bow pulpits, swim platforms, dinghy davits or other projections) which could be accommodated by the boathouse. No boathouse should be remodeled to accommodate a boat that would violate this turning room rule.
- 3) Variances to the rules should be addressed to the Board.

Section 2. Piling

All new piling, either in the Home Marina or in the Outstation, shall be steel pipe piles, pre-cast concrete piles or other approved alternate material (no treated wood.) The minimum pile diameter, wall thickness, rebar design, bottom embedment and top elevation shall be as determined by an engineering study to verify that new piling will be adequate for their intended loads. Where a new pile meets the criteria of an existing pile (load, water depth, type of bottom, etc) for which an engineering study has already been done, the design from the previous study may be used to select criteria for the new pile. If required, piling calculation will be submitted to the regulating authority. All new pilings shall have fiberglass or PVC caps. Existing piling shall be retro fitted with pile caps as time permits.

Section 3. Floating Docks

- A. General: New floating docks, both walkways and finger floats, shall be a concrete float system equal to or compatible with Bellingham Marine Industries' Unifloat system. Bellingham's Unifloat system uses foam-cored reinforced concrete floats fastened together with treated wood walers. The terms "concrete floats" or "concrete docks" in these Moorage Standards refer to this Bellingham-or-equal system.
- B. Home Marina
 - 1) Marginal Walkway: The Marginal Walkway (parallel to the shoreline) shall be concrete floats 6 feet (nominal) in width for a total width of approximately 7 feet including wood walers.
 - 2) Open Moorage
 - a) Main Walkways: The Open Moorage Main Walkways shall be concrete floats 6 feet (nominal) in width for a total width of approximately 7 feet including wood walers.
 - b) Finger floats: The Open Moorage fingerfloats shall be concrete

floats 4 feet overall (concrete and wood walers) in width for fingers less than or equal to 40 feet in length and shall be concrete floats 5 feet overall (concrete and wood walers) in width for fingers greater than 40 feet in length.

- 3) Closed Moorage Main Walkways: The Closed Moorage Main Walkways shall be concrete floats 5 feet (nominal) in width for a total width of approximately 6 feet including wood walers.
- C. Outstation: The Outstation walkways shall be concrete floats 7 feet (nominal) in width for a total width of approximately 8 feet including wood walers.

Section 4. Floating Dock Attachments

A. Home Marina

- 1) General: All items to be attached to the docks shall be attached using the float through-bolts. There shall be **NO DRILLING OR NAILING INTO THE TREATED WALERS**. Any metal items attached to the docks shall be hot-dip galvanized or stainless steel. Materials for dock attachments not otherwise specified here should be selected for longevity and for compatibility with other materials; for example, galvanized steel would be preferred over treated wood as a material for safety ladders.
 - a) Mooring Cleats: All cleats shall be 12-inch heavy duty comparable to those supplied by Bellingham. Each section of the Marina ordered is to be ordered with factory-installed cleats on the fingers. Cleats shall be installed on the Main Walkways and Marginal Walkway in the Open Moorage to allow for moorage of boats in their slips. On each section of Marginal Walkway cleats shall be installed at 20 feet on center in the open areas between Main Walkways to allow for temporary side tie moorage.
 - b) Handrails: Hand railing shall be a double cable system. The cables shall be minimum 3/8-inch diameter stainless steel cable, supported on galvanized 1-½ inch diameter steel pipe posts. Posts shall be spaced a maximum 20 feet on center. Handrails shall be installed on the shore side of the Marginal Walkway, and on the upstream side of all Main Walkways except those Main Walkways with permanent moorage on both sides (e.g. N Row.)
 - c) Safety Ladders: Safety ladders shall be commercially available ladders manufactured for this purpose. They shall be made from a non-corrosive metal. They shall be installed on the upstream side of all Main Walkways at no more than 100 feet on center.
- 2) Open Moorage
 - a) Dock Boxes: Dock boxes shall be commercially available, triangular shaped, and designed to fit the triangular areas at the head of each finger float. Each dock box shall be equipped with an electrical panel that includes electrical outlets, a circuit breaker, a walkway light and a remote-reading electrical meter. There shall be one dock box for each open moorage

slip. Provisions should be made to accommodate some larger storage boxes and dinghy storage.

3) Closed Moorage

- a) Boathouse attachment: PYC will provide three attachment brackets for each boathouse on the downstream side of the Closed Moorage Main Walkways. Boathouse owners shall provide and install appropriate chains (minimum ½" lashing chain) and shackles (two mooring chains and two spring chains) for mooring their boathouses. Boathouse owners shall provide and install galvanized steel fendering standoffs (see the sketch in Attachment A.1.3) between their boathouses and the Main Walkways. No fender logs will be allowed between boathouses and Main Walkways or Marginal Walkways. No ramps shall be placed on the new concrete docks.
- b) Outstation: For moorage tie-up, a continuous bull rail system shall be installed along both sides of each dock.

Section 5. Utilities

A. Home Marina

- 1) General: The Portland Yacht Club's Moorage Rules do not permit extended living aboard, and accordingly, the marina will not include utility systems required by live-aboards: sewage piping, year-round water service, cable TV and telephone wiring. Similarly, boathouses with cooking or sleeping facilities ("combo-structures" in City of Portland Title 28), or with toilet facilities, which would all require these systems, shall not be moored in the Portland Yacht Club marina. PYC will install some dedicated utilities to Sells Marine Service that will not be available to other boathouses in the moorage.
- 2) Electrical distribution: All electrical systems shall be installed to meet the requirements of the National Electrical Code and electrical section of the NFPA-303.
 - a) Primary distribution system: The primary distribution system will consist of an electrical panel located in close proximity to the utility transformer on the shore. This panel will have a single meter and disconnects to supply power to 3 or 4 Main Walkways. The power will be routed overhead to a post on the dock. If required, there may be an additional electrical panel located on this post. From here, all wiring is routed inside the concrete docks in embedded conduits.
 - b) Open Moorage distribution: Electrical power will be routed through conduits located inside the concrete docks. Each slip will have a power panel designated for that slip located on the front of the dock box. Slips designated for boats under 45 feet in length or less will be provided with a single 30 amp power connection. Slips designated for boats over 45 feet in length will be provided with a 50amp/30amp power connection. Electrical panels will be equipped with electrical meters and photocell-activated dock lighting fixtures.
 - c) Closed Moorage distribution: Electrical power will be routed

through conduits located inside the concrete docks. A power stand will be located at each boathouse. Each power stand will have a 120/240 v 100 amp disconnect, electrical meter and dock light.

- d) Marginal Walkway: There will be a power stand containing two 30amp receptacles located along the Marginal Walkway centered in every fairway between rows. This power stand will also be equipped with a dock lighting fixture.
- 3) Water distribution
 - a) Primary distribution system: The primary distribution system shall be HDPE pipe. The distribution line along the Marginal Walkway shall be 1½" diameter. Distribution lines along the Main Walkways shall be 1" diameter.
 - b) Open Moorage distribution: Hose bibs shall be provided on posts along each Main Walkway between finger floats, such that one hose bib will serve two slips. Posts shall include provisions for hose hangers. Connections from the HDPE distribution lines to the hose bibs shall be UV-resistant potable water grade hose.
 - c) Closed Moorage distribution: Connections from the HDPE distribution lines to boat houses shall be UV-resistant potable water grade hose. Connections are the responsibility of the boathouse owners.
 - d) Marginal Walkway: Hose bibs shall be provided along the Marginal Walkway, centered in every fairway between rows.
 - 4) Fire Protection Standpipe
 - a) General: As sections of the docks are changed to concrete, the existing steel fire standpipe shall be changed to HDPE plastic (with steel pipe risers) and installed under water in accordance with the City of Portland (COP) Fire Marshal requirements.
 - b) Annual Testing: The fire standpipe system shall be tested annually (in conjunction with testing of fire extinguishers) as required by the COP Fire Marshal. The standpipe shall be carefully drained after each test.
 - 5) Fire Extinguishers
 - a) General: Fire extinguishers shall be located per COP Fire Marshal requirements and shall be of the class and size required by the Fire Marshal. Posts, brackets and cabinets for the fire extinguishers shall be made of appropriate, durable materials (e.g., galvanized steel posts).
 - b) Annual Testing: Fire extinguishers shall be inspected annually as required by the COP Fire Marshal.
 - 6) Marina Lighting
 - a) Open Moorage: Dock lighting shall be provided by light fixtures in each dock box electrical panel. These light fixtures will be operated by automatic photocells.
 - b) Closed Moorage: Dock lighting shall be provided by light fixtures located on each boathouse power stand. These light fixtures will be operated by automatic photocells.
 - c) Marginal Walkway: Dock lighting shall be provided by light

fixtures located on the power stands centered in each fairway between Main Walkways or located on the piling or light poles. These light fixtures will be operated by automatic photocells.

- 7) Sanitary Facilities
 - a) Sewage Pump-out Station: A Pump-out station for use by all Club members shall be provided near N Row.
 - b) On-the-water Restroom: Restroom facilities (ADA compliant) shall be provided near N Row when funds permit.
- 8) Other Systems
 - a) Fuel Dock: Fuel Dock piping and equipment shall be upgraded to the latest technology available at the time the Fuel Dock is scheduled for upgrade.
 - b) Wireless data: Not defined at this time.
 - c) Outstation: Not defined at this time.

ARTICLE XIV. MOORAGE SHORE POWER ELECTRICAL STANDARDS

Portland Yacht Club moorage has policies in place that regulate the use of shore power cords to ensure personal safety, help reduce stray current and eliminate fire hazards:

1. Shore power cords and plugs must be designed for marine use, and properly sized for the electrical service provided at the shore power pedestal. Cords with current carrying capacity of less than thirty (30) amps may not be used. ***Typical household extension cords are not acceptable.*** (See following table for cord & plug requirements).

Exception - A #12-3 cord (*contractor grade UL listed outdoor use*) may be used if your vessel does not have a shore power connection. Usage must be limited to 15 amps or less and cord must be properly secured at inlet to prevent accidental removal and cord is to be protected from damage at entry to boat. Use chafing material or other means to protect cord entering your boat.
2. Shore power Cords need to be kept out of the water at all times.
3. Shore power cords and plugs must be in good condition. If an adapter or more than one marine cord is used – i.e. 2ea. 30 amp cords or a “Y” connector, the connection shall be made using a sealing collar with ring. Any connection needs to be secured to the dock to prevent the connection from being accidentally submerged.
4. Do not connect or disconnect a shore power cord that is connected to an electrical load. Always turn off the switch at the main panel on the boat before connecting or disconnecting a shore power cord. Do not use the breaker at the source end of the shore power cord as a load break switch. Do not leave an energized shore power cord on the dock. Turn off the breaker at the source end of the shore power cord. ***(Using this method will prevent arcing and potential damage to your cord or equipment)***
5. Shore power cord ground and neutral wires shall be isolated from one another. The ground shall not be used as a current carrying conductor under normal conditions.
6. Do not connect damaged or corroded plugs to electrical outlets. Clean plug pins regularly to prevent corrosion built up. Only approved

electrical lubricant may be used on conductor pins. Please remember that all shore power cords are twist lock and must be turned to make proper connection. The seal cap also must be secured at the vessel end.

7. Use only battery chargers designed for marine use. (Standard automotive battery chargers can not be used.)
8. Shore power cords on floats must be routed and secured clear of walking surface to prevent trip hazards.
9. All portable electric heaters must be equipped with a tip-over safety switch that will disconnect electric current to the heater if overturned.
10. PYC's dock master may disconnect any service that doesn't comply with the requirements listed herein. The office will be immediately notified and the member contacted.
11. PYC members connecting to PYC electrical services shall promptly report any deficiencies or problems with the electrical service to the PYC office.

Shore Power Cord & Plug Standards:

Service Size	Minimum Wire Size (AWG)	Minimum Conductors	Shore Power Cord	Sealing Collar
50 Amp Single Phase 125v	6	3	Marinco 6153SPP (or equal)	Marinco 510R (or equal)
50 Amp 125/250V	6	4	Marinco 6152SPP (or equal)	Marinco 510R (or equal)
30 Amp 120v	10	3	Marinco 50PCMW2 (or equal)	Marinco 110R (or equal)
Maximum 15 Amp 120v	12	3	Contractor grade UL listed outdoor use	Note – only to be used if your boat does not have a shore power receptacle

Moorage Electrical Service:

By accepting moorage at Portland Yacht Club, you agree to not exceed the electrical service provided at your assigned slip. If electrical service is not provided at your slip, discuss sharing service with a neighbor prior to connecting to any electrical outlet. Electrical service is charged to your PYC account except as noted below.

Location	Available Power Connection	Notes
A Row	One 30A 120 V Single Phase	Power Service on A and B row is being reviewed for service upgrade. Service from PYC
B+ Row		See office before using power
B Row	One 30A 120 V Single Phase, 15A GFI 120 V Single Phase	Power Service on A and B row is being reviewed for service upgrade. B1 & B2 no power available Service from PYC for remainder of row
C Row	One 30A 120 V Single Phase	
D+ Row		See office before using power
D Row	One 30A 120V Single Phase	Slips require Pacific Power account. D6 no power. D3, D4, & D5 – 20 amp service
E Row		Slips require Pacific Power account and connection
F Row		Slips require Pacific Power account and connection
G Row		Slips require Pacific Power account and connection
H Row		Slips require Pacific Power account and connection
I Row		Slips require Pacific Power account and connection
J Row		Slips require Pacific Power account and connection
K Row		Slips require Pacific Power account and connection
L Row		Service from PYC
M Row		Slips require Pacific Power account and connection
N Row (40' Slips)	One 30A 120V Single Phase	
N Row (60' Slips)	One 50A 220V Single Phase, One 30A 120V Single Phase	Only one outlet can be used. Both outlets are provided to minimize adapters.
Willow Bar Outstation	30A 120V Single Phase	Electrical power must be shared on large cruises. Share electrical power with a 30 Amp Y Adapter (Marico part # 157AY or equal)

STAGING AREA DOCK RULES

This Section of the PYC Moorage Rules pertains to the Staging Area Dock located on PYC Club property in the North Portland Harbor directly across from the Clubhouse.

ARTICLE I. PRIORITY OF USE

The priority of use shall be as follows: 1) use by the Club and/or the Moorage Upgrade Project Manager as may be required to tie-up boats, boat houses or work equipment during any phase of the Moorage Upgrade Project. NOTE: During such periods of use the Staging Area Dock will not be available for Member use; 2) use by the Club during any Club sponsored events; and 3) use by PYC Boat Owning Members as conditioned below.

ARTICLE II. BOATS PERMITTED

Section 1. Member Boats

Only PYC member owned boats and tenders are permitted to use the Staging Area Docks. All PYC member owned boats must fly the Club Burgee while tied to this dock.

Section 2. Guest and Guest Boats

Guests aboard PYC Member boats are welcome; however, guest's boats or tenders are not allowed.

Section 3. Reciprocal Privileges

There are no reciprocal privileges for boats from other yacht clubs.

ARTICLE III. DOCK SPACE AND LENGTH OF STAY

Section 1. Availability

Dock space is available on a first come, first serve basis. No space may be reserved for other PYC boats.

Section 2. Rafting

During the period July 15 to October 1 of each year the skipper of a boat tied to the dock may voluntarily raft-up one (1) additional PYC member boat alongside. During all other times rafting is not permitted.

Section 3. Time Limit

Moorage at the Staging Area Dock is limited to a maximum of 48 hours in any 7-day consecutive period and boats cannot be left unattended without written approval by the Club Manager. In addition, total overnight stays at the PYC Marine Drive moorage and/or Staging Dock are limited to no more than 10 days within any 30 day period. Refer to Moorage Rules, Article IV, Section T.

ARTICLE IV. MISCELLANEOUS

Section 1. Cooking/Fires

No cooking may be done on the dock without use of protective metal cooking sheets placed under the grill and no open fires shall be allowed on the dock.

Section 2. Housekeeping

Each PYC skipper is responsible for policing the dock to ensure that all equipment and garbage is removed from the dock prior to his/her departure. Each PYC member using this dock shall be responsible for maintaining the overall cleanliness and safety of the dock.

Section 3. Pets

Each PYC skipper is responsible for all pets and their actions at all times, whether onboard, or on the docks. Pets shall be kept on leash at all times while on the dock.

Section 4. Generator Running Hours

Generator and/or charging engine running is allowed only from 8:00 AM to 10:00 PM.

ARTICLE V. OBSERVED RULE VIOLATIONS

All PYC members observing rule violations for the dock should bring the violation to the attention of the offending member or guest for correction and upon repetition notify the Club Manager.

CLUBHOUSE & GROUNDS RULES OF PORTLAND YACHT CLUB

General

Rules regulating use of the Club's Clubhouse and Grounds are set forth below and shall guide the conduct of all members and guests upon the Club's premises. In all cases, members shall be held responsible for their guests' compliance with the rules. Guests shall not be afforded the use of club facilities or participate in club events or activities without the presence of the hosting member. Only members are permitted to sign-up for club events.

The Club Manager shall have general supervisory responsibility for the Clubhouse and Grounds.

ARTICLE I. CLUBHOUSE

Section 1. Club Office Business Hours

The Club's office is open for business daily from 0900 to 1700 hours, Monday through Friday of each week, excluding holidays. The Club secretary is available Monday through Friday. The Club Manager is available Tuesday through Friday and Saturday morning.

Section 2 A. Clubhouse Hours of Operation

The Clubhouse is open to members during the days and hours proposed by the Club Manager and approved by the Board of Trustees. Hours of operation will be published in the monthly Portlight and posted on the club bulletin board. During the hours of operation, one or more staff members are on duty.

Section 2 B. Fuel Dock Hours of Operation

The Fuel Dock will be open to members during the days and hours proposed by the Club Manager and approved by the Board of Trustees. Hours of operation will be published in the monthly Portlight and posted on the club bulletin board and Fuel Dock.

Section 3. Behavior on Club Premises

Members, guests, and others using the Club's facilities are expected to behave at all times in a manner reflecting favorably upon the Club. Failure to so behave will be examined by the Board and may result in suspension of membership.

Section 4. Smoking Policy

No smoking is allowed inside of the clubhouse. There are no exceptions.

Section 5. Gambling

Gambling shall not be permitted in the Club's facilities.

Section 6. Telephone Calls

Toll telephone calls may not be charged to the Club, though members may use the Club's facilities for credit card calls.

Section 7. Member Charges

PYC functions are to be paid by Club Charge only — no cash.

A minimum charge of \$35 will be incurred for NSF checks.

After the 25th day of the current billing period, a member will be charged a 10% late fee. A Member may request a waiver of the late fees. Adjustments to member's bills need to be submitted to and approved by the Board.

A Member determined to be delinquent in payment of dues, assessments or rents pursuant to Bylaw Article IV, section 1, Delinquencies, shall provide an active credit card account number to the Club office for use in collection of amounts due during the probation period. Any card rejection during the probationary period shall be treated as a default and subject to further disciplinary action.

Member reimbursements to be paid by separate check rather than by credit to member dues.

The Commodore is exempted from charges at all functions.

Each Boat Owning, Active, Social, and Intermediate member shall pay a calendar quarterly \$60 Food, Beverage, and Cruising Fee in addition to their regular dues and Senior members pay \$30 per calendar quarter. This fee may be used by the member as a credit for their exclusive use of beverage, food, and social events. The fee may accrue monthly, but must be used by the end of each calendar quarter. Credits not used by the end of each calendar quarter will be forfeited.

Members will be required to notify the Club office of any reservation changes or cancellations 48 hours prior to major events. Members who fail to notify the Club in accordance with the cancellation policy will be charged in full.

Section 8. Club's Equipment and Boats

Lending the Club's equipment to individuals shall be prohibited. Small tools can be borrowed from the Club by following the sign-in/sign-out procedure. Members can schedule the work float by contacting the Club Manager.

The club workboat, Tintanic, is not to be used for commercial uses such as moving members' boats and/or boathouses. The boat may be used for emergencies and for club purposes as directed by the Club Manager or the Board. The club markboat, Herb Cooper, may be operated only by a club employee, PYC Sailing Captain or qualified member who have a valid Boaters Education Card. Non-members are not permitted to operate the club's boats.

Section 9. Clubhouse Availability to Members

Members may obtain use of the Clubhouse for their personal needs upon written application to the Secretary-Treasurer, though availability shall be subordinated to the Club's schedule of activities. A copy of the current fee schedule for member use is available from the Club office. Approval of such use by the Board is necessary.

Section 10. Clubhouse Availability to Other Boating Organizations

Use of the clubhouse may be made available to other boating-oriented organization upon written application to the Secretary-Treasurer. Availability is subordinated to the Club's scheduled events. A copy of the current fee schedule for non-PYC organizations is available from the Club office. Following agreement as to the terms and conditions of such use, the application must be approved by the Board.

Section 11. Clubhouse Available to Non-member Groups

Use of the clubhouse may be made available to groups other than member and other boating organizations upon written application to the Secretary Treasurer. Availability and use is subordinated to the Club's scheduled events and to the Club's best interest. A copy of the current fee schedule for non-PYC events is available from the Club office. Following agreement as to the terms and conditions of such use, the application must be approved by the Board.

Section 12. Club Policy Regarding Alcohol Service

Alcohol service is a matter of interest to all members of the Club who share a mutual desire that such service be consistent with proper decorum and the applicable laws. Enactment of this policy by the Board will benefit members and staff, and outlines their respective responsibilities.

The Club's policy shall be to comply with the laws of the State of Oregon, as they pertain to the purchase, service and consumption of alcohol. Further, the Club's policy does not allow service of alcoholic beverages to anyone who appears intoxicated. Such policy shall apply to guests as well as members.

The Club Manager shall provide instruction, through means that he or she deems necessary, such that the bartender, wait staff, and others have the capability in making an initial determination of excessive alcohol consumption by an individual. Upon making such a determination, the staff person shall communicate with the Club Manager. If possible, the Club Manager shall personally observe the individual concerned. The Club Manager shall then make a determination to cease or not cease service in a diplomatic manner, either advising the member directly, or the host member who shall be responsible for advising their guest(s).

It shall be the Club's policy to support its staff in the implementation of this policy regarding alcohol service. It shall be the Club's policy that each member must assume responsibility not only for himself or herself, but also guests. Further, each member is encouraged to comply with the spirit of this policy by assisting in its implementation insofar as fellow members are concerned.

It shall be the Club's policy that the members not reprimand or abuse staff under circumstances where the staff's judgment indicates alcohol service to an individual should cease. Any disciplinary action taken against a member that arises as a result of the implementation of the Club's policy on alcohol service shall be at the discretion of the Board.

The Club possesses a license granted by the Oregon Liquor Control Commission to dispense alcoholic beverages in its Clubhouse and strict compliance with the OLCC's regulations must be enforced by all members. Alcoholic beverages in the Clubhouse must be dispensed by the licensed persons, must be consumed in the clubhouse or on the patio and may not be carried to the parking lot or moorage. No alcoholic beverages, including beer and wine, may be brought into the Clubhouse area from the parking lot or moorage. Guests are subject to the same rules as members and must be so instructed. Any Member who violates these rules, or whose guest violates these rules, may be suspended from membership in the Club. OLCC regulations also prohibit children unaccompanied by their parents in the bar area where alcoholic beverages are being dispersed.

Section 13. Schedules

Schedules of social events, races, cruises, and other Club activities shall be approved by the Board of Trustees immediately following the Club's annual meeting and thereafter published for the members' guidance.

Section 14. Pets

No pets are allowed in the Clubhouse or Patio area with the exception of service dogs which are compliant with current ADA Guidelines.

Section 15. Illegal Drug use and Marijuana (to include Medical Marijuana)

Definitions:

Controlled Substance. A drug or its immediate precursor classified in Schedules I through V under the federal Controlled Substances Act, 21 U.S.C. 811 to 812.

Members and/or their guests of the Portland Yacht Club are prohibited from the unlawful Manufacture, Distribution, Dispensation, Possession, or Use of Controlled Substances.

Marijuana is considered a Schedule I controlled substance under the federal Controlled Substances Act and may not be legally prescribed under any conditions.

Oregon passed the Oregon Medical Marijuana Act (ORS 475.300 to 475.346) in 1999 that legalized the prescription of marijuana for medical purposes however the U.S. Supreme Court has held that marijuana may not be legally prescribed for any purpose.

Oregon also passed Measure 91 which legalized possession of certain amounts of recreational marijuana for people 21 years of age or older, and created a regulatory system for the production, distribution and sale of recreational marijuana and marijuana products effective July 1, 2015. However, marijuana remains a Schedule I controlled substance under federal law, which prohibits the production, delivery and use of marijuana (21 U.S.C. 801)

Because of the conflicts between state and federal law, the supremacy clause dictates that federal law preempts the state law. Accordingly, the use of marijuana for any purpose, including medicinal purposes, is specifically prohibited anywhere upon or within the boundaries of the Portland Yacht Club and all of its properties.

A violation of the federal Controlled Substances Act will be considered gross misconduct by the member and/or their guests and will be cause for sanctions up to and including termination of the membership.

ARTICLE II. GROUNDS

Section 1. Speed

The posted speed limit applies.

Section 2. Traffic Patterns

Cars entering the Club's lower parking lot must follow the arrows going around the front row of cars. This prevents entering and exiting cars from possibly colliding.

Section 3. Parking Rules

Parking of vehicles, trailers, and boats by Club members is limited to one week unless special arrangements are made with the Club Manager. The use of two spaces by one car is prohibited.

Violation of this rule will result in the above being towed at the owner's expense.

Section 4. Fourth of July

Guest parking is not allowed in the PYC lots.

No fireworks of any type are allowed on the PYC premises.

Extra Security personnel will be available to minimize damage to PYC property.

Section 5. Pets

Pets must be kept on a leash at all times, except when aboard the vessel. It is the member's responsibility to clean up after their pet.

OUTSTATION RULES OF PORTLAND YACHT CLUB

ARTICLE I. PERMITTED BOATS

Section 1. Boats permitted

Only PYC member owned boats and tenders are permitted to use the Outstation moorage and docks.

Section 2. Guest & Guest Boats

Guests aboard PYC member boats are welcome; however, guest's boats or tenders are not.

Section 3. Reciprocal Privileges

There are no reciprocal privileges for boats from other yacht clubs.

ARTICLE II. DOCK SPACE

Section 1.1 Available Space (Non-Planned Cruises)

Dock space is available on a first come, first serve basis. No space may be reserved for other PYC boats.

Section 1.2 Planned Cruises

The PYC Outstation Dock Master will be in charge and will be responsible for assigning all boat moorage positioning.

Section 2. Rafting

The Skipper of a boat tied to the dock may voluntarily raft-up to two additional boats alongside, and during a cruise the PYC Outstation Dock master may deem such rafting necessary when there is insufficient dock space available for the number of boats present.

Section 3. Time Limit

Overnight stays at the PYC Outstation are limited to no more than 10 overnight stays within any 30 day period. Stays longer than 10 days may occur after written authorization from the PYC board. In special circumstances the PYC manager may grant authorization for longer stays. This 10-day limitation includes those who may anchor away from the outstation docks but still use the outstation as an access point.

Section 4. Power Sharing

On large cruises when all boats cannot access shore power, Member Boats must share power through the use of methods consistent with safe electrical practices. All members should conserve power to the best of their ability to avoid dangerous overloading of the electrical system. The Dock Master of the cruise will have authority to assure safe and equitable practices.

ARTICLE III. YACHT MOORAGE RULES

Section 1. Yacht Identification

PYC Members' yachts shall fly the PYC Burgee at all appropriate times at the Outstation.

Section 2. Yacht/Tenders Speed Limit

Speed for yachts and tenders in the channel to the Columbia River and moorage basin shall be limited to maneuvering speed not to exceed 5 knots.

Section 3. Fire Extinguishers

During PYC cruise events requiring yachts to stern tie to the dock and/or raft together, each yacht shall have one fire extinguisher in the cockpit or on stern deck in plain view and readily accessible by persons on the dock or surrounding yachts.

Section 4. Generator Running Hours

Generator and/or charging engine running is allowed only from 8:00 AM to 8:00 PM from 5/15 to 10/15 each year or at anytime thereafter from 10/16 to 5/14 of the following year.

Section 5. Tool Box

Anyone using tools from the Outstation storage box has the responsibility of returning the tools and locking the box.

Section 6. Gate Security

The Skipper of the last yacht departing the Outstation has the responsibility to lock the ramp gate and see that the PYC workboat is securely tied to the dock.

Section 7. Quiet Hours

Quiet hours at the Outstation are from 10 PM until 7 AM. Exceptions to this rule may be made by the cruise chairman for organized cruises and posted in advance.

ARTICLE IV. SANITATION / SAFETY

Section 1. Swimming

No swimming is allowed in the basin moorage area (swim only off the Columbia River beach), and PYC skippers are required to see that children 12-years and under wear life jackets, in appropriate circumstances on the docks and around the moorage, except when aboard.

Section 2. Water discharge

PYC yachts shall use their holding tanks at all times, and direct discharge of wastes or holding tanks in the basin is strictly forbidden! Yachts may be subject to random y-valve inspection or dye-marker holding tank treatment to insure compliance.

Section 3. Housekeeping

Each PYC skipper is responsible for policing the dock and water moorage area, including garbage, drinking containers, etc., which must be deposited in the trash bin provided onshore at the head of the ramp, and nothing is to be left on the docks upon a yacht's departure. Each member is responsible for maintaining cleanliness of the patio, shower and bathrooms at the end of their visit. The Cruising Committee shall be responsible for the organizing and cleanliness of the patio float and restrooms after all scheduled cruises.

Section 4. Cooking/Fires

No cooking may be done on the docks without the use of protective cooking sheets under the grill (PYC provided sheets are stored under the ramp from shore), and no open fires or cooking is permitted onshore, except at the posted and designated areas.

Section 5. Pets

Each PYC skipper is responsible for all pets and their actions at all times and places, whether onboard, on the docks or ashore, including the owner’s use of the provided pet waste disposal bags on the docks and ashore. Pets shall be kept on leash at all times and places, except when aboard or during water retrieval training at the onshore old launching ramp. No pets allowed on the patio float during food prep and/or dining.

ARTICLE V. OBSERVED RULE VIOLATIONS

All PYC members observing rule violations should bring the violation to the attention of the offending member or guest for correction and upon repetition notify the Club Manager.

ARTICLE VI. EMERGENCY TELEPHONE NUMBERS:

Portland Yacht Club Office	(503) 285-1922
US Coast Guard PDX	(503) 240-9300
Oregon State Police in Salem	(503) 378-3720
Multnomah County Sheriff's River Patrol	
Columbia River	(503) 988-6788
Willamette River	(503) 243-7952
Clark County Sheriff's Marine Patrol	(360) 397-2106
Columbia County Sheriff's Patrol	(503) 366-4614
Columbia County Fire Boat/Scappoose	(503) 397-1521

PORTLAND YACHT CLUB

2015 Bylaws & Rules

~ Founded 1908 ~

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