



# Mornington Yacht Club

Mooring Permit Holders Meeting 6 April 2016

# Mornington Mooring Licence Meeting, 6 April 2016



**Acknowledge those in attendance**

**Parks Victoria Representatives**

- **Leigh Hart – Acting Mooring and Port Services Manager**  
**Karin Bradbury - Moorings Officer**

**Non Members and Member Mooring Permit Holders**

**MYC Committee**



## Changes to the Harbour

### Loss of Pier for 5 years.

- Demise of Keelboat Fleets at time of no Pier.
- Boats moved to Martha Cove (Better resources in other locations.)
- Under Utilisation of Harbour

### Since the reconstruction of Pier 2015

- Moorings retained by those that have moved elsewhere but not utilised
- Reconfiguration required due to the fairway requirements of the new pier
- Interest increased



## Swing Moorings versus Floating Pontoon Marina

### Swing Moorings

#### PRO's

Affordability and Equity.  
Inclusive not exclusive

#### CON's

12 Month Permits granted only  
Tender's and Tender Storage



## The Facts

**63 Moorings (includes 8 Fore and Aft) (excludes Fisherman's Jetty)**

**Maximum boat count this year on random counts is 45 boats 67% occupancy**

**The Harbour is possibly the most difficult and dangerous of all swing mooring locations on the bay due to depth, silt, storms and the junk that has accumulated in the past century.**

## The Tackle

### A mix of different types

- Ground Tackle can last up to 8 years
- Up tackle lasts 3 -5 Years

### New Technologies available

- Capricious Mooring
- Eco Mooring System – Two currently being installed



## Better Mgt

### Ability to improve positions for winter

Ensure that all tackle is up to speed so as to minimise damage to other boats when a boat, whose mooring was not up to speed, is swept towards the beach.

To compensate the Club adequately for the administrative work involved in managing the harbour.

Gain control of moorings not being used so as to increase the number of boats in the harbour.

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## Costs

**PV 12 Mth Licence Permit \$110.70**

**Annual Inspection \$330 (Southern Peninsula Under Water Services)**

**The initial proposal of \$1700 pa. fee - First considered as a starting point based on other locations and research of an average spend of \$1100 pa.**

**Having spoken to many moorings holders recently please refer to the new spread sheet based on actual per survey and tackle per mooring costs plus 25%**



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Moorings		Existing Arrangement	Proposed Mgt. Arrangement
<b>Total No. of Moorings</b>		63	63
<b>Income</b>	\$ per mooring		
PY Licence	110.7	6974.1	6974.1
Survey	330		20790
Maintenance	650	0	40,950
MYC Fee	25%		15,435
<b>Total Revenue</b>		6,974	84,149
<b>Total Per Mooring</b>		110.7	1336
<b>Expenses</b>	\$ per mooring		
PV License Fee less MYC Agency fee	\$66	\$4,158	\$4,158
Survey	\$330	0	\$20,790
Maintenance av. p.a.	\$650	0	\$40,950
Administration		15,435	15,435
<b>Total Expenses</b>		19593	81333
<b>Total per Mooring</b>		311	1291
<b>Total Net</b>		-12,619	2,816
<b>Total net per Mooring</b>		-200	45

## Questions since MYC's proposal

### Existing Risk to MYC. Management Agreement - Mornington Harbour

#### 8.0 INDEMNITY PROVISIONS

#### 8.1 INDEMNITY

The Club shall indemnify the Authority and keep the Authority indemnified:

a) Against all loss of or damage to any property owned, occupied, managed or controlled by the Authority, proceedings and claims whatsoever brought against the Authority of the officers of the Authority in relation to any loss or damage to property arising out of or incidental to or in any way connected with authorisation under this agreement against all costs or expenses whatsoever suffered or incurred by the Authority as a result of such loss or damage.

b) Against any injury or loss of life whatsoever and including injury or loss of life incurred by any officer, servant, agent or contractor of the Club and/or financial or other consequential loss and/or any other loss, injury, expense or damage whatsoever arising directly or indirectly out of or incidental to or in any way connected with authorisation under this agreement.

#### 8.2 INSURANCE

The Club shall take out and maintain a current suitable insurance policy in order to meet any liability that may arise under this Agreement. The policy shall be approved by the Authority prior to entering into this Agreement.



Questions since MYC's proposal

**How can I satisfy myself that the mooring is sound when I am not involved in the maintenance of it?**

No change to current requirements

An Annual Statement of Compliance by the Surveyor would be necessary in each instance

**The Risk to the MYC.** The surveys and maintenance of Moorings. MYC would engage your preferred accredited person to survey the moorings ( MYC would need to know boat intended for each mooring at that point) and authorise the maintenance works. The surveys and maintenance of Moorings. MYC would engage your preferred accredited person to survey the moorings ( MYC would need to know boat intended for each mooring at that point) and authorise the maintenance works.



Questions since MYC's proposal

## **Risk to Boat Owners**

A copy of the survey would then be provided to the boat owner so that insurance can be obtained for the boat by the owner. If in the event the mooring failed and damage resulted it would be a matter between the boat owner/insurer/mooring surveyor (as MYC was merely a conduit/facilitator for the transaction).

If the mooring is damaged MYC would be insured for that separately .



Questions since MYC's proposal

## **Ownership of Tackle**

After consideration MYC are now considering the payment of \$5,000 as reasonable and appropriate as the Club will need to spend an amount to bring the presently non compliant moorings into service.

The \$5,000 up front it could be amortised by offset against the MYC annual mooring fee.

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Questions since MYC's proposal

**Boat Owners still have the same rights.**

**The only differences are:**

1. Paying the agent and not the contractor
2. Paying a fee for this service.
3. Not having tackle to sell at the time you decide to no longer occupy with a boat

**Non Compliant Moorings will be dealt with as per PV Terms.**

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In conclusion the objectives are:

To provide better boating facilities at Mornington Harbour

To promote the Sport and Recreation of Sailing

To offer Mornington Harbour as a sailing destination on Port Phillip

To make safer the Harbour