

# Hudson River Rowing Association

## SOP – Part 1: Operational Definitions and Descriptions of Responsibilities

Revised Feb. 10, 2023

Hudson River Rowing Standard Operating Procedures

### Part 1. Operational Definitions and Descriptions of Responsibilities

Part 2. Boathouse Operations Manual

Part 3. HRRRA Safety Manual

## PART 1. OPERATIONAL DEFINITIONS AND DESCRIPTION OF RESPONSIBILITIES

### 1. LEAD AGENCIES

**HRRRA:** HRRRA and its Board of Directors (**HRRRA BOD**) assume responsibility for the management and maintenance of the HRRRA Rowing Boathouse located on the southern 4.7 acres of Vassar waterfront property. HRRRA will be a point of contact with Vassar and its Tenants to promulgate access and facility for the corporate activities of Vassar and for its Tenants.

HRRRA will acquire and maintain at its sole cost and expense throughout the term of this agreement standard liability insurance from a recognized insurance company with the highest industry rating at levels defined in the ground lease dated, November 15, 2004. In addition HRRRA will have a copy of the Certificate of Liability Insurance with Vassar listed as additionally insured sent to the college and will add Vassar to their Waiver of Liability and indemnify and hold harmless the college as defined in the ground lease.

HRRRA and its committees will establish, amend and enforce policies regarding facility use, access, maintenance and safety.

HRRRA will contract and pay for all services used to operate, maintain and improve the site and its facility. HRRRA will collect funds to cover these expenses through any combination of membership fees, user fees, association fees, rental fees, grants and fund drives.

**VASSAR:** Vassar will provide access to the site for HRRRA and the parties are jointly responsible for coordination of the activities conducted at the site according to guidelines set forth in this operating agreement and ground lease dated, November 15, 2004. Vassar will appoint a representative to attend HRRRA Board of Director Meetings and/or/ in addition to a representative to sit on the Buildings and Grounds Committee and act as a defined representative of Vassar in all matters regarding facility and property use.

**Code of Ethics:** Members of HRRRA expected to exhibit individual leadership as a role model for maintaining the highest standards of ethical conduct. This includes but is not limited to:

- *Respect for the communities we work with and serve.*
- *Integrity in our actions.*
- *Responsibility for our decisions and their consequences.*

We are committed to:

- Acting honestly, truthfully and with integrity in all our transactions and dealings;
- Avoiding conflicts of interest;
- Appropriately handling actual or apparent conflicts of interest in our relationships;
- Treating all fairly;

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- Treating every individual with dignity and respect;
- Being a good citizen and complying with both the spirit and the letter of the law;
- Acting responsibly toward the communities in which we work and for the benefit of the communities that we serve;
- Being responsible, transparent and accountable for all of our actions; and
- Improving the accountability, transparency, ethical conduct and effectiveness of the nonprofit field.

### 2. DEFINITION of ROLES

#### A. Membership/Tenancy Level Definitions:

i. **Tenant:** Tenants will pay any applicable membership, user, association, rental and/or rack fees as determined by the operating agreement/Lease between the Tenant and HRRRA. Members of a Tenant must be in good standing with their team and must submit an online signed US Rowing Waiver annually, where HRRRA is identified under My Organization on the site or a hard copy US Rowing signed waiver that is submitted to HRRRA Administrator. Tenants and their members will have access to the communal facilities when a representative (as defined in this SOP) of their organization is present and they will have access to the bays where their equipment is stored according to guidelines set forth by the Tenant in their lease. Tenants will be entitled to use the Community Bays and Communal Facilities for practice sessions, meetings and events related to rowing. All Tenants must conduct their activities in accordance with their Lease and HRRRA SOP, which includes the Safety Policies (SOP Part 3).

ii. **HRRRA Boathouse Manager:**

The HRRRA Boathouse Manager is appointed by the HRRRA BOD. The Boathouse Manager is responsible for regular oversight of maintenance of the facility to ensure equitable use of communal facilities and ensure that the safety guidelines outlined in Appendices A-E, attached herein.

The HRRRA Boathouse Manager is responsible for maintenance and upgrading of the property and facility, including but not limited to oversight of rubbish and snow removal, cleaning and maintenance of communal facilities, maintenance of private storage facilities and maintenance of docks and coordination of dock removal. The Boathouse Manager

will report directly to the HRRRA Board of Directors and communicate directly as needed with defined representatives of Vassar.

The HRRRA Building Manager is responsible for the day-to-day operations of the facility and property. The HRRRA Boathouse Manager shall be responsible for issuing keys; scheduling communal property and facility use; coordinating access for tenant organizations, their members, and independent scullers; implementation of safety protocol and general oversight of all activities conducted on the site with regard to facility use.

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iii. ***HRRR Director of Rowing:*** If HRRR Board of Directors elects to have a Director of Rowing, one will be appointed by the HRRR BOD. The Director of Rowing will oversee the conduct of all the coaches and athletes working out of the facility, ensure that safety guidelines outlined SOP Part 3 and in Tenant Leases are followed by all users during open rowing and other scheduled times. The Director of Rowing will observe the training, safety and qualifications of all coaches and unsupervised rowers working out of the facility and will report to the HRRR BOD, as required.

iv. ***HRRR Administrator:*** The HRRR Administrator is someone who will be flexible and accommodate shifting priorities. Tasks may include one or all of the following:

- a) Coordinate program calendar, travel, communication, answer phones and be sure to respond, in a timely manner, and other tasks as defined by the HRRR BOD.
- b) Work closely with other HRRR Board members, Tenants, parents and external clients to answer any questions regarding HRRR.
- c) Participate as needed in special projects
- d) Maintain an organized filing system of paper and electronic documents
- e) Manage financial and accounting matters with confidentiality
- f) Demonstrate professionalism in demeanor and communication

### 3. Chain of Command

Any questions or situations that may arise or decisions that may be required regarding the day-to-day use of the facilities will be addressed using a chain of command determined at the beginning of each rowing season.

Any decision regarding closure of the docks, communal facilities, continuation of activities or suspension of rowing or other activities will be determined by at least 2 Tenant or HRRR Coaches at the facility following guidelines as set forth in SOP Part 3. Conflicts over such decisions will be addressed through the appeals process as set forth in Appendix E: Appeals.

### 4. Tenant and Individual Access

Access and use of the property and facility is limited to HRRR and Tenant coaches and employees; HRRR and Tenant board members; HRRR and Tenant members and defined Vassar Representatives. Guests and supporters are permitted only under the supervision of one of the above listed individuals.

Key Access to the facility will be determined by the HRRR BOD and implemented by the Boathouse Manager. All keys and access to the HRRR facility shall be reviewed on a yearly basis by the Boathouse Manager. The Boathouse Manager shall:

- a) Generate all access and alarm security codes.
- b) Coordinate the alarm codes with the security firm monitoring the alarm system.
- c) Distribute an appropriate number of codes and keys to each Tenant. No more than 10 keys will be distributed to tenant representatives.
- d) \$25 deposit shall be collected for each best key distributed to the coaches.

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- i. **Training Facility** – Authorized individuals will have key access to the communal training facilities. HRRRA reserves the right to limit access to the communal facilities and/or revoke key access.
- ii. **Individual Boat Bays** – Access to an individual bay leased by a Tenant will be limited to their Tenant Director of Rowing and their approved representatives (ie. board members or assistant coaches) and the HRRRA Boathouse Manager. A list of all key holders will be submitted yearly by Tenants to the HRRRA Boathouse Manager and/or the HRRRA Administrator. Exceptions to this restriction will be considered on an individual basis and requests must be made in writing. HRRRA reserves the right to limit access to the leased bays and/or revoke key access.
- iii. **Docks** – Access to the dock is limited to boats under direct supervision of a coach, approved representative or individuals who have been approved to row unsupervised. HRRRA reserves the right to limit access to the docks.

### 5. Responsibilities of Tenant Organizations

All Tenants will establish and enforce safety and access policy documents based on HRRRA requirements as outlined in SOP Part 3. All Individual Tenants shall adhere to the HRRRA Safety policies as defined in SOP Part 3.

Each Tenant will conduct their activities in accordance with all Federal, State, County and Town laws and regulations, including all Navigation Laws as set forth by NYS and The United States Coast Guard.

Annually, each Tenant Director of Rowing shall be known as a Tenant Representative (TR). The TR will be knowledgeable in facility safety and access policies as defined in the HRRRA SOPs. Tenant and its representative will:

- a) Manage boathouse access subject to this SOP and according to the Tenant Operating Agreement/Lease.
- b) Be a point of contact with the HRRRA Board to promulgate access procedures, security codes, etc., to organization members.
- c) Keep a record of members who are authorized to access the boathouse including date qualified, name, phone number(s), and by whom authorization was approved.

Each Tenant will annually submit a list of its board members and members, including name, address and phone numbers along with a signed HRRRA and USRowing waiver, some of which can be conducted on-line via US Rowing site. Additionally, a list of all approved representatives, coaches and unsupervised rowers must be submitted on a seasonal basis.

Each Tenant will operate its programs and care for communal and private facilities within the guidelines as set forth in this SOP and the individual agreements signed with HRRRA. Failure to do so may result in loss of privileges for itself and its members and may result in punitive or legal actions where applicable.

Each Tenant will acquire and maintain at its sole cost and expense throughout the term of this

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agreement standard liability insurance from a recognized insurance company with the highest industry rating at levels defined in the operating agreement between the Tenant and HRRRA. In addition each Tenant will have a copy of the Certificate of Liability Insurance with Vassar and HRRRA listed as additionally insured. Each organization will add Vassar and HRRRA to their Waivers of Liability and indemnify and hold harmless the college and HRRRA as defined in the Tenant Lease Agreement.

Each Tenant will ensure that all applicable fees for itself and its members are paid in accordance with its agreement with HRRRA. Failure to do so may result in loss of privileges for itself and its members.

Each Tenant shall assure all Tenants Coaches and representatives of Tenant complete the Safe Sport Compliance or something similar that is provided by the Tenant school annually.

### 6. Hours of Operation

#### i. *Supervised Rowing*

Access to the property and facilities by a tenant and its members will be supervised by an approved representative of a tenant organization. This representative will be responsible for

opening and closing the communal and private facilities for its own members as well as the safety and behavior of their members while the facility is open according to the safety guidelines outlined in Appendices A-E and in Tenant Operating Agreements/Lease. Exceptions to this rule will be decided on an individual basis.

All junior athletes require supervision by a Tenant Coach, and no junior athletes will row in any shell or utilize the communal training facilities unsupervised by a coach, approved representative, or a parent/guardian.

#### ii. *Unsupervised Rowing*

Unsupervised rowing is defined as any rower or team that practices on the river without an accompanying coach's launch. Unsupervised rowing is strictly prohibited except in situations as outlined in a Tenant's Operating Lease. All unsupervised rowers must follow all rules outlined in the HRRRA SOP especially the safety guidelines outlined in SOP Part 3.

#### iii. *Scheduling of Communal Facilities*

Use of the docks, tank room and Regatta Room will be scheduled by the HRRRA Director of Rowing or HRRRA Administrator. Each year prior to the start of Tenants rowing season, Tenants will submit their practice needs and the HRRRA designated representative will draw up a schedule of use for each team. Guidelines for scheduling, along with any exceptions to the scheduling guidelines, will be determined on an as needed basis and will be provided to all appropriate Tenant's coaches.

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### APPENDIX A: FACILITIES

#### I. *Building and Grounds Maintenance*

HRRA will set forth guidelines and procedures for maintenance of the grounds and buildings. Site maintenance includes, but is not limited to, the grounds area of the building, the interior and exterior of the building and the access road leading to the site. HRRA will ensure that the site is maintained in accordance with local laws and regulations and in a neat and orderly fashion befitting a facility of this nature by coordinating and executing the following:

- a) Solid Waste pickup - HRRA will maintain an on-site dumpster for the facility garbage that will be emptied on a regular schedule. HRRA will comply with Dutchess County local laws with regards to solid waste management and recycling. Tenants will ensure that boat bay garbage cans are emptied on a regular basis and HRRA will be responsible for garbage cans in communal areas.
- b) Snow removal - In compliance with fire insurance coverage for its facility, HRRA will provide for site and roadway snow removal. HRRA will contract or provide for snow removal from the entrance of HRRA's parking lot to the gravel parking lot. A proper amount of clear space will also be cleared around the building itself in order to comply with fire insurance requirements.
- c) Grounds maintenance - HRRA will keep the grounds neat and orderly by regularly scheduled mowing, raking, sweeping of all walkways, pruning and maintenance of foundation planting materials. Spring and fall clean-up will also be undertaken. HRRA will ensure that sidewalks are free from clutter and debris and that the grounds, dock and waterfront bulkhead are neat and orderly on a regular basis
- d) Building Maintenance – HRRA will ensure that hallways, emergency exits and common areas are neat and orderly and free of clutter on a regular basis. Tenants are required to ensure that emergency exits, and fire extinguishers are accessible and free of obstruction on a regular basis.

HRRA will provide Vassar with prior notice of the promulgation and amendment, if any, of the site maintenance procedures. Vassar will have the opportunity to comment on the procedures.

#### I. *Access:*

The access road will run from the existing access spur to the boathouse parking lot.

Maintenance of this road will include:

1. regular snow removal, and
2. patching and repairing of the road surface.

HRRA will also:

1. Keep road clear of all vehicles and refrain from placing any obstructions
2. Limit access to those parties directly involved with HRRA, the Boathouse Tenants and their members.

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### II. *Security:*

HRRA will maintain a security system to control access to the property and buildings. HRRA will establish, and from time to time amend, and maintain in force and effect procedures for security and enforcement as set forth in this SOP. HRRA will provide Vassar with prior notice of the promulgation and amendment, if any, of the security procedures. Vassar will have the opportunity to comment on the procedures.

### APPENDIX B: EVENTS

HRRA and Tenants may host rowing events and meetings at the Boathouse. These events may include, but are not limited to regattas, educational clinics, board meetings, annual meetings, fundraising and social events related to the Tenant's rowing activities. A representative of a hosting Tenant or an HRRA Member must be present on site during all events. The use of the HRRA Boathouse may include a fee and/or a deposit.

HRRA individual adult members or the parent/guardian of a junior member may host non-rowing related functions at the HRRA Boathouse. The Adult member or Parent/Guardian must be present on site at all times and is subject to the same rules as Tenants in the scheduling and execution of an event.

The HRRA BOD or HRRA Administrator will establish, amend and enforce guidelines and policies regarding facility safety and use for all regattas, meetings and events, including, but not limited to, rules governing:

- a) Scheduling of events
- b) Applications and approvals of facility use requests for an event, their deadlines and assessment of supporting materials

In addition, the following items detail the building use for these types of events:

- i. ***Insurance Requirements:*** Tenants or HRRA members hosting an event must provide proof of insurance for activities that are not covered under the general liability policy already on file (ie. Regatta insurance) and provide any additional coverage including specific Certificates of Insurance with HRRA and Vassar named as an additional insured.
- ii. ***Alcohol:*** If alcohol is to be served at the specific event, it will be done so only upon the authorization of the HRRA Board of Directors, and the obtaining of all required NYS Liquor Authority license or permit must be obtained by the sponsoring party.

In every instance where alcohol is served, either HRRA Administrator or one of the member organizations shall assume responsibility as to the "supervising organization" of the event. The supervising organization shall:

- 1) The HRRA Administrator, the President of the sponsoring member organization, and the HRRA President will be notified about the serving of alcohol at least two (2) weeks in advance of the event. If permits are required, copies of such permits will be provided to each of the persons at the tie notice is given or prior two (2) days prior to the event.
- 2) A Designated Host (DH) shall refrain from drinking alcohol at any function where alcohol is served or sold.

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- 3) Alcohol will not be served to any person who is judged intoxicated by the DH.
  - 4) Persons whom the DH judges already intoxicated will not be permitted entry onto club premises.
  - 5) Persons whom the DH judges intoxicated will not be permitted to remain on club premises.
  - 6) Non-alcoholic beverages shall be made available whenever alcoholic beverages are made available
  - 7) Alcohol will not be served to persons under the age of 21.
  - 8) Persons under the age of 21 years are not permitted to serve alcohol.
  - 9) Proof of age will be required for anyone serving or consuming alcohol prior to said act.
  - 10) Only government issued photographic ID will be accepted.
  - 11) The hosting organization will actively demonstrate an attitude relating to the responsible use of alcohol.
  - 12) No organization will advertise, promote, or serve alcohol at junior events or activities.
- iii. **Catering Policy:** If an outside caterer is to be utilized, that caterer must be contracted to be responsible for all cleanup related to catering activity. Catering cleanup includes the off-site disposal of all catering related garbage.
- iv. **Cleanup Policy:** The party utilizing the facilities for any event will be responsible for general site cleanup not covered by the Catering Policy. This includes but is not limited to: the storage of any HRRRA provided tables and chairs, the disposal of any garbage generated by the event and the return of the site to a clean and orderly state. In addition, if it becomes necessary for any HRRRA Representative to clean up after an event or arrange for an additional dumpster pick up, the renting party will become liable for his/her services at \$50.00/hr.
- v. **Permits:** Any renting party planning an event must apply for any permits required by appropriate government agencies.
- vi. **Safety Personnel/Emergency Plan:** Any renting party is required to contact the appropriate fire and rescue agencies requesting additional coverage and will be responsible for the cost of any extra services rendered by these organizations. Any renting party may be required to provide an emergency plan for the event.
- vii. **Emergency Services:** Any organization hosting a regatta must have emergency medical personnel on site during scheduled hours of the regatta, at their own cost.
- viii. **Crowd Control/Parking:** Renting parties are required to provide remote site parking and shuttle buses as well as provide plans to address foot traffic, visiting team trailers, buses and equipment storage.
- ix. **Sanitation:** Renting parties using the facility for an event may be responsible for providing and paying for additional sanitation services during the event (ie. port-o-potties, garbage pick-up)



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- x. **Approval process:** Approval of all events is required by the HRRA Administrator or HRRA BOD and will require that the following issues be addressed:
  - a) Duration of the event
  - b) General estimate of the number of attendees
  - c) Acknowledgment of the Catering Policy
  - d) Acknowledgment of the Cleanup Policy
  - e) Licenses
  - f) Insurance
  - g) Parking and emergency plan

### APPENDIX C: INFRACTIONS

Whenever a NYS or HRRA Incident Report is filed or if the HRRA BOD becomes aware of a breach of rules outlined by the Tenants Lease and/or HRRA Standard Operating Procedure or of an otherwise unsafe practice, the following Infraction Process outlined below shall be observed.

The incident or breach of rules should be reported to the HRRA Executive Committee (President, Secretary, VP and Treasurer). The Executive Committee and the head of the Policy and Governance Committee will hold an Infraction Meeting, which shall be structured as follow:

1. the facts will be reviewed, with reference to an Incident Report or other written or verbal reports
2. the relevant laws and safety rules will be reviewed
3. have a discussion to decide whether an Infraction has occurred

If it is determined that an Infraction has not occurred, the Executive Committee will communicate their conclusions to the person/people who reported the matter to the Executive Committee.

If it is determined that an Infraction has occurred, the Executive Committee and head of the Policy and Governance Committee will have a discussion of steps to take to avoid future incidents of this kind following the Infraction Process outlined below. They will then bring to the full HRRA BOD an overview of the situation and the recommended course of action.

1. First Infraction – Verbal warning and 24 hours to remedy situation
2. Second Infraction – Written warning and 24 hours to remedy situation (may include suspension of activities)
3. Third Infraction – Written notice of suspension of all privileges until a meeting to address the infraction is held with at least two Executive Board Members, Tenant and/or the person(s) accused of the infraction.

In the event of a serious breach of safety or behavior that resulted in the potential or actual endangerment of any person, the HRRA Executive Board may choose to waive the first two levels of infractions and move immediately to the third level.

Following an Infraction meeting, the HRRA Executive Board and Tenant shall, if they see fit, recommend further action including, but not limited to:

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1. Suspension or revocation of individual's membership status
2. Restriction or suspension of use of HRRA facilities by individual in question
3. In the case of High School and College programs, give notice of the matter to the parents group, Athletic Director or other appropriate persons
4. Appropriate Legal Authorities will be notified

The individual(s) and their Tenant(s) will receive written notice of any additional actions taken, if required.

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### **APPENDIX D: NON-COMPETE CLAUSE**

**Tenants agree not to compete with HRRR or HRRR Boathouse tenants in the practice of operating rowing programs while they are a tenant of the HRRR Boathouse. Competition is defined as offering instruction and programs that duplicate services or targets a specific demographic in which another tenant specializes. Exceptions to this must be made in a separate agreement between the parties that are affected and approved by the HRRR Board of Directors.**

As of Feb.1, 2023, the exceptions to the non-complete clause are as follows:

1. Both Mid-Hudson Rowing and Association and HRRR hold sculling clinics.

### **APPENDIX E: APPEALS**

Any dispute is required to be submitted in writing and request an appeal within one month of the judgment or action to be considered by the presiding committee that made the original judgment/action. The presiding committee will schedule a meeting with the parties involved, will consider the written dispute and make a final judgment. If the individual(s) or Tenant (s) still dispute the judgment and/or actions taken by the presiding committee a final written appeal may be presented to the Board of Directors to be considered at the next available Board Meeting.