



# **CFB ESQUIMALT POWER BOAT CLUB CONSTITUTION AND BY-LAWS**



## CANADIAN FORCES BASE ESQUIMALT POWER BOAT CLUB CONSTITUTION AND BY-LAWS

### FORWARD

1. The Canadian Forces Base (CFB) Esquimalt Power Boat Club Constitution and By-Laws are issued on the authority of the Base Commander Canadian Forces Base Esquimalt. It is structured in accordance with A-PS-110-001/AG-02-Morale and Welfare Programs in the Canadian Forces, QR&O 4.61 and DAOD 5045-0.
2. A Constitution, as applied to an institute, is a document which articulates the authorized principles according to which the institute is formed and governed. All details shall be contained in a set of institute rules known as "Constitution and By-Laws".
3. The CFB Esquimalt Power Boat Club Constitution and By-Laws with amendments is effective on receipt and supersedes all earlier issues.

Recommended/Not Recommended

Recommended/Not Recommended

*//Original signed by//*

*//Original signed by//*

Sr Mgr, PSP  
3-8487

Cdr  
BAdminO  
3-4016

Approved / Not Approved

*//Original signed by//*

Captain (Navy)  
Base Commander  
Dated:



## **CFB ESQUIMALT POWER BOAT CONSTITUTION**

### **NAME**

1. The Canadian Forces Base (CFB) Esquimalt Power Boat Club is hereafter referred to as the “Club”.

### **AUTHORITY OF ESTABLISHMENT AND OPERATION**

2. The Club is established under authority of QR&O 4.61. It shall operate in accordance with regulations and orders governing Special Interest Activities in the Canadian Forces, the Constitution and By-Laws.

### **PURPOSE OF OPERATION**

3. The Club shall operate as part of the CFB Esquimalt Personnel Support Program (PSP) specifically to provide members with the opportunity for recreational boating and fishing and associated camaraderie.

### **MEMBERSHIP**

4. Memberships shall be categorized as “Regular”, “Ordinary”, and “Associate”, in accordance with Categories of Membership: Community Recreation Clubs and Special Interest Activities Guidance, dated 22 July 2013 (and its amendment dated 10 Feb 2014) or “Honourary Life” members in accordance with this Constitution. Serving Regular members have priority over all other membership types for all services and facilities offered by the Club. All members in good standing may vote at club Meetings.

- a. Club membership fees shall be established by a majority vote at the Annual General Meeting (AGM); and
- b. each member, with the exception of Honourary Life members, is required to pay an annual membership fee as detailed in the By-Laws; and
- c. all memberships shall be for a one (1) year period, based on an annual fiscal year: April to March, or portion thereof, and without prejudice to renewal of membership for future one (1) year renewals.

5. Membership categories are as follows:

- a. Regular Members: The following persons are eligible for Regular membership:
  - (1) currently serving Regular and Reserve Force personnel and their families;
  - (2) Veterans and their families;



- (3) members of Foreign Military currently serving with the CAF and their families; and
- b. Ordinary Members: The following persons are eligible for Ordinary membership:
  - (1) current DND Public Service Servants, employees/full-time contractors (for the period of their contract), former DND Public employees receiving a pension for DND service and their families;
  - (2) staff of NPF, CAF and their full-time contractors (for the period of their contract) , and former staff of NPF receiving a pension for NPF service and their families;
  - (3) serving RCMP and their families;
  - (4) members of the Canadian Corps of Commissionaires, or other security force when employed at a CAF location and their families;
  - (5) staff of the MFRC and their families.
- c. Associate Members: Subject to approval of the Base Commander or his/her representative, any person not specified in the paragraphs above may be invited to become an Associate member. Associate membership shall be approved for one (1) year with no guarantee of renewal for further on (1) year terms and may be renewed upon approval of the Executive Committee.
- d. Honourary Life Member (HLM) - The following criteria shall be met for HLM:
  - (1) must have been a Club Regular or Ordinary member for a minimum of ten (10) continuous year;
  - (2) must have provided exceptional service to the Club;
  - (3) must be nominated (using the HLM Nomination Form) by a Regular or Ordinary member forwarded to the Membership Chair;
  - (4) must be confirmed by a minimum 75% vote of the Executive Committee;
  - (5) shall not exceed 5% of Club membership; and
  - (6) awarding of HLM entitles him/her to all privileges of their former membership category.



## **TERMS OF MEMBERSHIP**

6. Ordinary and Associate Members shall be on a quota system whereby their combined numbers should not exceed the guidelines promulgated by the Special Interest Activity Policy, or the Base Commander as follows:

- a. Ordinary Members – combined Ordinary & Associate shall not exceed 50% total membership; and
- b. Associate Members – 20% of total membership.

7. During the year, applicants may complete an application form and submit it to the Membership Chair. These applicants may be permitted to join the Club if the Club's quota for Ordinary or Associate members will not be exceeded. If the Club's quota is filled, then the applicants will be placed on a waiting list.

## **EXECUTIVE COMMITTEE**

8. The Club shall be administered by an Executive Committee of members selected from the membership, responsible to the Base Commander through the Senior Manager, PSP. The term of the office for Executive Committee members shall be for a period of one (1) year as elected at the Annual General Meeting (AGM).

9. The Executive Committee shall consist of:

- a. President (serving CF member);
- b. Vice-President (serving CF member);
- c. Treasurer (serving CF member);
- d. Secretary;
- e. Membership Chair;
- f. Wharf Master;
- g. Compound Custodian;
- h. Clubhouse Custodian;
- i. Entertainment Chair;
- j. Fishing Derby Coordinator;
- k. Environmental/Safety Officer;
- l. Plans Co-ordinator; and
- m. Web Master/Public Relations officer.

10. The Executive Committee shall be elected by the membership for the period of one (1) year. Their duties and responsibilities are as follows:

- a. President: This position requires the Base Commander's approval.
  - (1) accountable to the Senior Manager, PSP for Club operations and administration efficiency;



- (2) preside over all AGMs, Executive Meetings and General Meetings;
  - (3) attend all Base Fund Committee meetings;
  - (4) prepare and revise, as needed, an annual operating plan;
  - (5) prepare and control the Club operating budget;
  - (6) prepare the Club Five-Year Plan;
  - (7) approve the expenditure of Club funds;
  - (8) verify the Club equipment inventory at least bi-annually with the Club Custodian;
  - (9) submit an annual Club activity report to the Senior Manager, PSP; and
  - (10) ensure all Executive Committee and Club members conform with their duties as described below.
- b. Vice-President: This position requires the Base Commander's approval. The Vice-President's principal responsibility is to act as the President when the President is absent or deployed.
- c. Treasurer: This position requires the Base Commander's approval.
- (1) prepare the Club Operating Budget with inputs from the Executive Members;
  - (2) prepare financial reports;
  - (3) maintain the Club's financial accounts, including maintaining an accounting of revenue and approved expenditures;
  - (4) report to the President any improper financial activity; and
  - (6) ensure all financial transactions are submitted to the Non-Public Funds Accounting Office (NPFAO) for processing.
- d. Secretary:
- (1) record and publish minutes of meetings;
  - (2) action Club correspondence, including recreation club activity requests and reports;



- (3) announce meetings;
  - (4) coordinate the Club's internal and external publicity; and
  - (5) prepare an annual budget estimate for expenses.
- e. Membership Chair:
- (1) maintain a membership list of all Club Members and their status;
  - (2) process new memberships;
  - (3) maintain up-to-date copies of membership applications forms;
  - (4) ensure that the number of Ordinary, Associate, and HLM members does not exceed the established quota;
  - (5) prepare and issue invoices to all Club members for all Club activities and fees;
  - (6) verify that invoices issued to Club members are paid at the Naden Gym; PSP staff; and
  - (7) prepare an annual budget estimate for expenses.
- f. Wharf Master:
- (1) coordinate the operation and maintenance of the wharf complex;
  - (2) allocate berths to Club members;
  - (3) maintain a waiting list of members requesting berths when the wharf is at full occupancy;
  - (4) maintain a register of all berth occupants and their boats;
  - (5) liaise with the Membership Chair regularly to provide data on wharf occupants, boat lengths, or any changes etc.; and
  - (6) prepare an annual budget estimate for expenses.
- g. Clubhouse Custodian:
- (1) be responsible for all Clubhouse facilities;
  - (2) maintain and verify the Clubhouse inventory at least once semi-annually;



- (3) ensure the safety and security of stored equipment;
- (4) control the temporary issue and receipt of Clubhouse property to members;
- (5) administer the loss of equipment not issued in accordance with standard equipment loan procedures;
- (6) manage the use of the Clubhouse by Club members for private functions; and
- (7) prepare an annual budget estimate for expenses.

h. Compound Custodian:

- (1) supervise the operation and maintenance of Building WP1061 and its compound;
- (2) maintain a list of all members with trailers stored in the Building WP1061 compound;
- (3) control the usage of Building WP1061 maintenance bays and maintenance pads;
- (4) maintain an inventory of all Compound property;
- (5) control the temporary issue and receipt of Compound property to members;
- (6) administer the loss of equipment not issued in accordance with standard equipment loan procedures; and
- (7) prepare an annual budget estimate for expenses.

i. Fishing Derby Coordinator:

- (1) purchase derby prizes;
- (2) organize, advertise and conduct Club Fishing Derbies;
- (3) present derby prizes;
- (3) prepare and submit to the Secretary and Treasurer a Derby Report following each derby; and
- (4) prepare an annual budget estimate for derby expenses.





- j. Entertainment Coordinator:
  - (1) provide food and refreshments within budget allocations for all Club sponsored activities;
  - (2) plan entertainment activities and publish these events to the Club members;
  - (3) conduct and report the cost of Club functions to the Treasurer; and
  - (4) prepare an annual budget estimate for entertainment expenses.
- k. Environmental/Safety Officer:
  - (1) coordinate all aspects of the Club's initiatives and education programmes to protect the environment, practice conservation, and follow safe practices;
  - (2) chair special project committees as directed by the Club President;
  - (2) investigate and prepare a report to the President whenever an environmental spill or accident occurs involving Club members or property;
  - (3) attend Base and PSP meetings relating to environment/safety and special projects; and
  - (5) prepare an annual budget estimate for expenses.
- l. Plans Co-ordinator: Develop plans in consultation with the Executive Committee to support Club operations and administration.
- m. Web Master/Public Relations Officer:
  - (1) construct, manage and maintain the Club web site in compliance with Base and DND directives;
  - (2) post on the Club website, information of interest to the general membership;
  - (3) attend Base and Personnel Support Program meetings relating to public relations and special project issues, and represent the Club as authorized by the Club President; and
  - (4) prepare an annual budget estimate for expenses.



11. Should an Executive member, for whatever reason, be unable or unwilling to continue in office, the President, on approval of the Executive Committee may appoint a temporary replacement to serve until a replacement is elected at a General Meeting. Any member wishing to terminate their position must give at least two (2) weeks' notice. The President shall ensure that the outgoing Executive member carries out a position turn over with the newly elected member, prior to departure.

12. An Executive Committee member may be removed from office, by a majority vote of the Executive Committee, if the member fails to fulfill assigned duties as specified below.

13. The Executive Committee may form a Special Standing Committee when appropriate. The Chair of these Committees may attend all Executive Committee meetings throughout their tenure; however, they may not vote.

## MEETINGS

14. Meetings shall be held as follows:

- a. Executive Meetings: shall be held at the call of the President, but not less than three (3) times annually to consider and as required:
  - (1) approval of expenditures outside of the approved annual budget and within the Executive Committee authority; and
  - (2) any matters relating to the operation of the Club.
- b. General Meetings: shall be held at the call of the President, on a majority vote of the Executive Committee, in order to have a special resolution passed by the general membership.
- c. AGM: at least one AGM shall be held annually to discuss:
  - (1) financial statements and operating budget;
  - (2) proposed Club activities;
  - (3) election of Officers; and
  - (4) any other matter concerning the conduct of Club activities.

## QUORUM

15. Club meetings shall be dissolved should a quorum not be present. A quorum requires 10% of the membership (including proxies) to be in attendance, or as established by the Base Commander.



## VOTING

16. Motions passed at a Club meetings require a majority vote of the members in attendance..

17. Club members are entitled to vote on matters affecting Club operations, including the election of the Executive Committee members and Club finances. In the case of a tied vote, the President shall cast the deciding vote. Dependents in attendance at a meeting are not entitled to vote.

## PROXY VOTING

18. The Club acknowledges that due to unavoidable commitments it may impossible for certain Club members to attend an AGM. In order to enable these members the opportunity to cast their votes during an AGM, the Club employs a proxy voting system, as follows:

- a. a Club member may delegate his or her voting power to a representative Club member, to enable his or her AGM votes to be cast in absence. A member so designated is called a "*proxy*", and the absentee member designating him or her is called a "*principal*";
- b. Prior to the designated date of the AGM, the principal must issue to a proxy and the Club Secretary, by letter or by email the following instruction: "*I (insert name) hereby delegate to (insert name) my voting power at the CFB Esquimalt Power Boat Club Annual General Meeting on (insert Date)*";
- c. The Club Secretary shall maintain a register which identifies the names of all of the principles and their delegated proxies. This register shall be included in the calculation of the required quorum to commence an AGM; and
- d. If a quorum is present, at the beginning of the meeting, the Club Secretary shall read the list of principles and their delegated proxies to inform the membership in attendance prior to the commencement of the discussion of agenda items and voting.

19. At each vote during the AGM, the proxies vote with a number card to indicate their own vote and the number of additional principles they represent.

## SUBMISSION OF MINUTES

20. Minutes of meetings are recorded by the Secretary. Minutes shall be staffed in accordance with CFB Esquimalt PSP direction, and submitted for approval within twenty-one (21) days of the meeting. A signature authority sheet shall accompany all minute(s) raised by the Club. Approved minutes shall be posted in the Clubhouse, on the Club web page and kept on file.



## **ANNUAL OPERATING PLAN**

21. The Executive Committee shall prepare a Club operating plan and budget for presentation to the membership at the AGM. As approved by the membership and ratified by the Base Fund Committee, this plan and budget shall comprise the Club's activity program for the next fiscal year.

## **FIVE-YEAR PLAN**

22. The Executive Committee shall prepare a Five-Year Plan and budget to forecast long term investment projects and potential expenditures to sustain the Club's facilities, capabilities and operations. The Plan will be presented to the membership at the AGM. As approved by the membership and ratified by the Base Fund Committee, this plan and budget shall be the basis for long term planning of the Club's activity program for the next five fiscal years.

## **BUDGET MANAGEMENT AND EXPENDITURE AUTHORITIES**

23. The President, Vice-President and Treasurer shall not conduct any procurement on behalf of the Club. The President shall allocate to Executive Members Club funds from the approved budget to conduct operations and maintenance. Prior to expending funds from their allocated budget, Executive Members shall obtain the approval of the President. The Treasurer shall account for all financial transactions in coordination with the NPFAO. In the absence of the President and Vice-President, the President may delegate in writing the authority for the approval of budget expenditures to an Executive member.

24. Club members may receive reimbursement for "out of pocket" expenses which are approved by the President in service to the Club.

## **PAYMENT FOR SERVICES**

25. No remuneration either in cash or in kind shall be paid for service as a member of the Executive Committee or a Sub-Committee.

## **PETTY CASH**

26. The Club will maintain a petty cash account as recommended by the Executive Committee and approved by the Base Fund. This account will be held and controlled by an individual appointed by the President. The petty cash fund will be audited monthly.

## **CONDUCT AND DISCIPLINE**

27. Members of the Club shall abide by the Club Constitution, By-Laws, PSP Policy Manual, Special Interest Activity (SIA) Manual, and the Base Standing Orders. In particular, this responsibility includes ensuring that their actions will not endanger anyone, nor discredit the Club or the Canadian Armed Forces.



28. Members entertaining guests at the Club shall accompany their guests and be responsible for their conduct.

29. Any member or guest engaging in misconduct that adversely affects the Club shall stand before a Disciplinary Review Board appointed by the President. The Board shall review the circumstances of the activities in question to determine findings and make recommendation (if any) to the President. These recommendations may include revoking membership, instituting sanctions or suspending membership. The president shall review the Board's findings and issue a decision as to the action to be taken (if any) to close the Review Board proceedings.

## **GRIEVANCES**

30. A member with a grievance may submit the details of the grievance to the President or Secretary. The grievance will be reviewed and a response will be provided to the member within ten (10) days. If no response is received within that period, or if the member is not satisfied with the response received; then the member may discuss the grievance with the PSP Manager. The PSP Manager will investigate the grievance with the President, and provide the member with a response. The PSP Manager's decision is final.

## **ANNUAL CLUB REPORT**

31. The President shall prepare an Annual Club Report. The report includes: (1) Membership numbers, (2) Club activities, (3) Budget planned and actual expenditures, (4) Recommendations to improve Club operations or administration, and (5) Any other information the President considers relevant to report.

## **AMENDMENTS**

32. Proposed amendments to the Constitution and By-Laws will be held by the Secretary, and posted in the Clubhouse and the Club web-site for the membership review at least thirty (30) days prior to the AGM. These proposed amendments shall be voted on by the membership at the AGM, and forwarded to the Senior PSP Manager for review; and then to the Base Commander for final approval. The Secretary shall notify the membership when the amendments have been approved. At that time, they may be adopted.

## **REVIEW OF CONSTITUTION AND BY-LAWS**

33. The Constitution and By-Laws of the Club shall be reviewed annually and approved at the AGM. Amendments to the Club Constitution and By-Laws require a majority vote of the membership. The AGM's Amendments shall be staffed through the Senior PSP Manager for the Base Commander's approval, prior to adoption.

## **CFB ESQUIMALT POWER BOAT BY-LAWS**

### **PURPOSE**

1. The purpose of the Canadian Forces Base (CFB) Esquimalt Power Boat Club By-Laws is to amplify the policies as set forth in the CFB Esquimalt Power Boat Club Constitution and to provide operational guidelines and rules for the Club.

### **USE OF CLUB FACILITIES**

2. All Club facilities and the boat launching ramp may not be used by persons other than Members of the Club, except for:

- a. visitors sponsored by the Club;
- b. guests accompanied by Club Members;
- c. CFB Esquimalt personnel on official business on property and facilities assigned to the Club; and
- d. other Government Departments (OGD).

### **MANDATORY PARTICIPATION IN WORK PARTIES**

3. The Clubhouse Custodian, Compound Custodian and Wharf Master will develop an annual work party call-out schedule to maintain Club buildings, facilities, equipment and the wharf complex. As a condition of continued membership, all Club members are required to participate in at least one (1) annual work party or Thursday work parties. The names of members participating in each work party shall be recorded. Members who fail to participate in at least one (1) work party may not be renewed and their Club privileges may be suspended.

### **CLUB PROPERTY**

4. The Club Custodian and Compound Custodian shall account for all Club facilities and equipment on their charge as recorded by PSP. An audit of this property shall be conducted semi-annually. Discrepancies or changes shall be reported to PSP whenever required.

5. Club equipment is intended for the exclusive maintenance of Club facilities and equipment. It shall not be removed from Club property for personal use off-site. The Clubhouse Custodian and Compound Custodian shall control the receipt and issue of Club equipment to Members in support of Club maintenance activities.

6. Damaged or lost equipment shall be reported immediately to the Clubhouse Custodian or Compound Custodian (as appropriate). A written account of the circumstances surrounding the damage or loss of equipment shall be submitted by the Fixed Asset (FA) Holders to the Club

President, who will in turn submit a loss/damage report to the Chairman of the Recreation Council. The loss/damage report shall contain the following:

- a. a written statement detailing the circumstances leading to the loss or damage prepared by the member to whom the equipment was issued;
  - b. the probable cause of the damaged or lost equipment;
  - c. the cost of the damaged or lost equipment; and
  - d. a decision by the Club President recommending recovery action or write-off.
7. The cost of repairing or replacing Club property will be charged as follows:
- a. if by an accidental act of a member or member's guest, the full cost may be borne by the Club; and
  - b. if by willful or negligent act of a member or a member's guest, the cost shall be borne by the member.

## **BOAT OWNERSHIP AND OPERATION**

8. All boats permanently moored at the Club wharfs, or boats and trailers stored in the Compound, shall be the property of one (1) member of the Club residing in, or posted to the Victoria area. Whenever a member's boat is operated from the Club launch ramp or wharf, the member shall be in attendance as the primary operator of the boat. The member in absentia may not authorize non-members to operate the member's boat from the Club launch ramp or wharf.

## **LICENCES, PERMITS AND INSURANCE**

9. When on DND property or conducting boating or fishing activities, as a mandatory requirement for membership, Club members and their guests (as applicable) shall be in possession of all valid licenses required under:

<b>REQUIREMENT</b>	<b>REQUIRED DOCUMENTS</b>			
(1) If operating or parking a Motor Vehicle	Valid provincial driver's license registered to the member	Valid vehicle ownership registration covering the member	Valid vehicle liability insurance covering the member	
(2) If operating or mooring a Power Boat	Valid Dept of Transport Pleasure Craft License or registration, registered to	Valid boat liability insurance covering the member	Moorage only - Member's contact information displayed on a card affixed to	Valid Pleasure Craft Operator Permit registered

REQUIREMENT	REQUIRED DOCUMENTS			
	the member with license number affixed to both sides of the hull		the boat window closest to the finger with the following information: -Member's Name (owner) -Telephone Number -Boat Length	to the member
(3) If using a Boat Trailer	Valid trailer ownership registered to the member	Valid vehicle liability insurance covering the member	Compound Storage only - Member's contact information painted on the frame of the trailer	
(4) If Fishing	Valid federal fishing license and salmon tag	Fishing in compliance with provincial and federal fishing regulations.		
(5) If Operating a VHF Radio (installed or hand held) in the Boat.	Valid Industry Canada Restricted Operator's Certificate (Marine)			

10. As a condition of continued berth occupancy, members shall provide to the Membership Chair proof of valid, up-to-date vessel liability insurance registered in their name within 15 days of the expiry date of the past policy.

11. The contravention of these mandatory compliance requirements may result in the forfeiture of Club membership.

### **MEMBERSHIP, WHARFAGE AND COMPOUND FEES**

12. Membership, wharfage and compound fees shall be approved annually at the AGM. Approved fees are applicable using a Fiscal Year calendar from 1 April to 31 March.



13. Invoices will be issued by the Membership Chair by the first week of March to promulgate to members the fees for their annual membership, moorage, and compound storage charges(as applicable).

14. Invoices not paid by members by the close of business on 31 March will result in the termination of membership, wharfage and compound privileges (as applicable), and forfeiture of seniority. Terminated members may reapply to join the Club.

15. Membership cards shall be issued to all members by PSP staff at the Naden Gym after they complete the payment of their invoices.. Members shall be in possession of their membership card whenever using Club facilities. Lost membership cards may be replaced by the Membership Chair.

### **ALLOCATION OF BERTHS AND COMPOUND STORAGE**

16. The Executive Committee shall review and amend annually (where required) the rules and regulations governing berth allocation, occupancy, and compound usage. Berth occupancy is subject to annual renewal of Club membership, berthing fees, quotas and seniority in each respective membership category.

17. Berths and trailer parking spaces shall be allocated by the following order of precedence:

- a. Regular members shall be allocated berthing and trailer space by Regular Club membership seniority;
- b. berths and trailer space not occupied by Regular members may be allocated by seniority to Ordinary/Honourary Life members, then by seniority to Associate members; and
- c. the Wharf Master and Compound Custodian will maintain two (2) waiting lists as follows:
  - (1) Regular members list; and
  - (2) Ordinary/Honourary Life and Associate members list.

18. All members allocated a berth or compound space shall sign a letter of acknowledgement to ensure that they understand the possibility of being displaced by other Club members whose allocation order of precedence is higher than their position.

### **BERTH OCCUPANCY**

19. The Wharf has ninety-eight (98) berths, most of which are on 20-foot fingers. There are a limited number of 25-foot and 30-foot berths.

20. Members may apply for a berth by contacting the Wharf Master. The Wharf Master will allocate a berth if one is available and the member's precedence and seniority criteria are met.

21. Wharfage fees shall be based upon the overall length of the vessel including all appendages.

22. As a general policy, a boat greater than thirty (30) feet overall (including swim grids and bowsprits) shall be ineligible for a berth. If a boat is over 30 feet, on a case-by-case basis and without precedent, the Executive Committee may authorize the boat to be berthed, provided that a suitable berth is available, no modification of the wharf will occur, and any overhang will not cause a potentially hazardous problem.

23. The Wharf Master will assign berths based upon the physical dimensions of each boat. Generally, boats shall not be berthed with an overhang which impedes safe movement along the floats. In all cases, the Wharf Master and Executive Committee are the final authority on the suitability of a berth and boat combination.

24. Berth holders shall not sublet their berth. Berth holders who vacate their berths for more than one (1) month shall advise the Wharf Master, who will then have the authority to sublet the vacant berth to the member at the top of the waiting list. Berth holders retain the right to re-occupy their berth on seven (7) days' notice.

25. A member with a berth that remains vacant for a period greater than three (3) months may be required to forfeit the berth if the member cannot justify just cause to retain the berth to the Wharf Master.

26. All members with boats moored at the wharf are responsible for the maintenance of their boats at all times, including periods of their extended absence.

## **ELECTRICITY**

27. The consumption of wharf electricity by a member's moored boat is restricted to not more than 500 watts when the boat is unattended. A violation will result in electricity being disconnected, and the member's continued berthing privileges reviewed by the Executive Committee.

## **TERMINATION OF BERTH USAGE**

28. A member who permanently vacates a berth before the end of a Fiscal Year shall be refunded a sum equal to one-twelfth of the annual rate for each full month remaining in that Fiscal Year.

## **SALE OF A BERTHED BOAT**

29. If a member's boat is sold, the boat shall be removed from the berth within seven (7) days of the sale. Berths shall not be transferred with the sale of the boat to the new owner.

## **AUTHORITY TO REMOVE A BOAT FROM THE WHARF**

30. In accordance with direction from Base Operations (BOps) and only after the Senior PSP Manager has confirmed the appropriate attempts to contact the owners have taken place, a boat may be removed from the wharf and impounded either in the storage compound or at a commercial facility. All costs arising from the removal action shall be at the expense of the owner. Situations that may warrant removal are, but not limited to:

- a. the boat is in danger of sinking;
- b. the boat is occupying an unauthorized berth;
- c. the boat is causing damage to the wharf or to other boats; and
- d. the removal is ordered by the Executive Committee.

31 The Executive Committee shall have the authority to order a boat removed from the wharf and stored in the compound or at a commercial facility, at the owner's expense if:

- a. the member's wharfage payments are delinquent, and the member has not responded to a written warning within fourteen (14) days;
- b. the member has repeatedly failed to assist in work party obligations;
- c. the member's application contains fraudulent information;
- d. the member's boat has been neglected, and the member has not responded within fourteen (14) days to a verbal warning; and
- e. the member has violated the Club Constitution and By-Laws.

32. When circumstances warrant the removal of a boat from the Club and the boat is damaged; DND, the Club, the Executive Committee, and the Wharf Master shall not be liable for the damage..

## **BOAT SPEED IN THE MARINA AREA**

33. Boat speed within the Club's Rose Bay marina breakwater is restricted to the minimum speed required to maintain safe navigational control, normally not more than three (3) knots. A speeding offence will result in a verbal warning from the Wharf Master. A subsequent speeding offence may result in the member's continued berthing privileges being reviewed by the Executive Committee.

## **COMMERCIAL VENTURES**

34. Members shall not launch or berth any vessel at the Club floats that is being used in a commercial or business venture.

## **STORAGE OF GEAR ON THE FLOATS**

35. The Club wharf shall be kept clear for safety, fire and medical reasons. Members shall not to store any boat parts, dinghies or crab pots, etc. on the floats.

## **STORAGE OF BOATS AND TRAILERS IN THE COMPOUND**

36. At Building WP1061, the Club has an outdoor Compound with limited capacity for the storage of members' boat trailers.

37. Members shall contact the Compound Custodian to obtain a parking space prior to placing any boat or trailer in the compound. Only boat trailers, or boats and trailers shall be parked in the spaces allocated by the Compound Custodian. Any items placed in the compound without the approval of the Custodian shall be removed at the owners' expense.

38. Trailers shall be marked with the member's name and telephone number.

39. At the discretion of the Executive Committee; boats, boat trailers or other private property not stored compliantly shall be removed to a commercial storage facility at the cost of the owner.

## **USE OF BUILDING WP1061 MAINTENANCE FACILITIES**

40. Building WP 1061 contains indoor and outdoor maintenance facilities to support members' boat and trailer maintenance activities.

41. A member may apply to the Compound Custodian to use a covered bay in Building WP1061 to conduct boat or trailer maintenance.

- a. a daily fee will be charged for the use the bay up to a maximum of 30 days;
- b. the daily bay fee will be approved at an AGM;
- c. a bay key will be issued to the member after signing a "Use At Your Own Risk Waiver";
- d. charges commence from the day the bay is booked until the day the key is returned; and

- e. users of compound parking spaces shall be responsible to ensure their boats or trailers are unlocked and able to be moved at all times if required by the Compound Custodian.

42. A member with a boat that is too large to fit into a Building 1061 maintenance bay may apply to the Compound Custodian use one (1) of the two concrete maintenance pads adjacent to building WP1061.

- a. the daily pad fee will be approved at an AGM. Normally, a boat shall not remain on a pad in excess of 30 days. However, if no other Member requires the pad, the Compound Custodian may authorize the Member to exceed 30 days up to a maximum of 60 days; and
- b. boats not removed after the approved usage time may be removed to a commercial facility at the expense of the member.

### **CLUBHOUSE LOCKERS**

43. The Club has 40 small storage lockers in the Clubhouse (Building WP1031) for allocation only to Club members who have a boat moored at the wharf.

- a. members may apply for a locker anytime. If a vacant locker is available it may be issued; otherwise, the member's name will be placed on a waiting list;
- b. only one locker may be allocated to a member;
- c. members use the lockers at their own risk. The Club is not responsible for any losses from lockers;
- d. hazardous Materials such as paint, batteries, etc.; shall not be stored in lockers. If any HAZMAT is seen in a locker, the lock will be cut and the HAZMAT will be removed;
- e. periodic locker safety inspections will be conducted. Members shall ensure at all times that their locker door screens are uncovered so that an inspection of the locker may occur to verify safety compliance;
- f. locks will be cut and the contents emptied if a locker is occupied without authority; and
- g. locker privileges may be revoked for any violation of these requirements.

### **USE OF CLUBHOUSE FOR FUNCTIONS**

44. The Clubhouse may be booked by members for private functions including, but not limited to: receptions, birthday parties, anniversaries, family BBQs, and special occasions.

45. Requests for Clubhouse bookings shall not be considered if they conflict with a Club function.

46. Members' requests for private function bookings shall be submitted to the Clubhouse Custodian using the form "Request for Club Usage and General Agreement".

- a. a usage fee shall be levied for each approved private function;
- b. the amount of the usage fee will be approved at an AGM;
- c. a damage and/or cleaning fee based on actual cost will be charged to the user in accordance with the Club usage agreement form if the Club is left in a condition which requires repairs or cleaning services; and
- d. the usage fee shall be paid in full at the time of billing.

47. Members may sponsor special interest groups that are of benefit or interest to the Club. Members shall submit their request in writing to the Club Executive Committee for approval. For example, a special interest group could include: fishing seminar, first aid training, safe boating, boat maintenance, search and rescue, and fish conservation and enhancement. If approved by the Executive Committee, the Club will contact the group and an official Club function may be booked.

48. The Club may be booked for official DND activities such as briefings or training.

## **CRUISES**

49. Cruises may be organized annually for Club Members. When a cruise is organized, budgeted Club funds may be allocated to support the activity as approved by the AGM. Normally funds may be expended for food and soft drinks up to the amount approved per member attending the cruise. Funds may not be expended for boat or other expenses that offer personal gain.

## **ANNUAL FISHING DERBIES**

50. The Club shall conduct five (5) annual fishing competitions that are open to all members and eligible dependents. Normally, the competitions will be held over two (2) week-ends during the months of January (winter derby), March (spring derby), June (Father's Day derby), July (summer derby), and September (fall derby). In addition to these competitions, the Club shall sponsor an annual Ladder Derby.

51. All fishing derby boundaries are within the shoreline triangle formed from William Head to Trial Island, and offshore to include Constance Bank.

52. Fish caught during a derby shall be weighed-in using the Club scale on the wharf. The recorded weight shall be witnessed and signed by a Club member to be eligible for a prize. Fish brought to the weigh station by vehicle are ineligible. Guests of members are not eligible for competition in any prize category.

53. A fish may qualify for only one (1) prize category. Qualifying individual members may be awarded only one (1) cash prize in a single derby.

54. An annual Ladder Derby (Jan – Dec) will be conducted. Members may enter into the Derby, the witnessed weight of all salmon caught during the year weighing more than four (4) pounds. On the Derby closing date, the Derby Coordinator will draw the winning weight to determine the Ladder Derby winner. A cash prize will be awarded.

55. The Derby Coordinator shall maintain annual records of the following data:

- a. the dates that fishing derbies were held;
- b. the names of the participants;
- c. A stocktaking record of prizes issued during the derby; and
- d. An acquittance roll of all prizes issued to individuals with their names and signatures during the derby.