

**AMENDMENT LIST**  
**TO**  
**19 WING COMOX YACHT CLUB BY-LAWS**

AMENDMENT	DATED	AMENDED BY
#1	Jan 2011	Capt M. Archambault Donna Gallant Steve Bunyan
#2	Feb 2011	AC Moorehead
#3	Dec 2011	Capt MPJ Archambault
#4	Jan 2012	Mr. S Bunyan
#5	Jan 2012	Maj FJS Laplante, Sgt K Stevens
#6	Feb 2012	AGM by members
#7	Jan 2013	No change
#8	Feb 2014	Constitution & By-Law Committee
#9	Feb 2015	Constitution & By-Law Committee
#10	Feb 2016	Constitution & By-Law Committee
#11	Feb 2017	Constitution & By-Law Committee
#12	Feb 2019	Constitution & By-Law Committee
#13	Feb 2020	Capt DPC Jones
#14	Feb 2022	Capt (Ret) James Hollis, Rear-Commodore
#15	Feb 2023	Capt (Ret) James Hollis, Rear-Commodore
<u>16</u>	<u>Feb 2024</u>	

The latest changes approved at the Annual General Meeting are marked by a vertical change bar in the left-hand margin

References: A. A-FN-105-001/AG-001 (Policy and Procedures for Non-Public Fund Accounting

- B. 19 Wing Comox Recreation Policy Manual
- C. DAOD 5045-0 Canadian Forces Personnel Support Programs
- D. A-PS-110/AG-002 Morale and Welfare Programs in the Canadian Forces
- E. Personnel Support Programs – Policy Manual 12 July 2013
- F. 5590-1(NM DSRM) 22 July 2013 Categories of Membership Community Recreation Clubs and Specialty Interest Activities
- G. 5590-1(DDSRM) 10 February 2014 Categories of Membership Community Additional Guidance
- H. WSO 1-30-4 Use of Shared Facilities at Goose Spit Marine Site

## **ARTICLE I - PURPOSE**

1. These By-Laws are a set of rules, which amplify the Constitution and govern the operation of the Club.

## **ARTICLE II - TERMS OF REFERENCE (Elected, Appointed, Subcommittee)**

2. Commodore (Elected) – The Commodore is responsible to the Recreation Council Chair for the control, organization and functioning of the Club. The Commodore's specific duties and responsibilities are to:

- a. plan and call Executive and General Meetings;
- b. ensure members meet membership regulations outlined in the Constitution;
- c. liaise with other Wing organizations/personnel as required;
- d. ensure the Club has financial resources to carry current Club policies into the new year;
- e. attempt to fill Executive and Committee member vacancies as they occur;
- f. attend any Recreation Council meetings called by the Chairperson, and if necessary, present any problems or items of interest concerning the Club;
- g. sign all official Club correspondence and documents;
- h. appoint Ad Hoc Committees as required and appoint members to report their actions or findings to the Executive Committee;
- i. be a member of all Sub-Committees, attending as necessary in an ex-officio capacity;
- j. delegate authority to such other committee members as deemed necessary to share the administrative burden, or when temporarily absent, to direct the Club's activities, and

- k. responsible for the Club Distribution Account.
3. Vice-Commodore (Elected) – The Vice-Commodore is responsible to the Commodore to:
- a. act as chairman during the absence of the Commodore at an Executive Committee Meeting or a Club General Meeting;
  - b. Manage the Membership and Bar Committees; and
  - c. in consultation with the Commodore, advise and direct other Executive Members, who are responsible to the Vice-Commodore in the performance of their duties.
4. Secretary (Elected) – The Secretary is responsible to the Commodore to:
- a. produce a Record of Decisions for all Executive Committee Meetings;
  - b. produce minutes for all Club General Meetings, and
  - c. the safeguarding of Club-related documents, including reports, minutes, correspondence, etc.
5. Treasurer (Elected) – The Treasurer is responsible to the Commodore for all matters pertaining to membership, finances and the collection and depositing of all fees.
6. Rear Commodore (Elected) – The Rear Commodore is responsible to the Vice-Commodore to carry out duties and responsibilities as follows:
- a. Maintenance, cleaning and security of the Clubhouse, storage shed and all Club assets therein;
  - b. grooming of grounds around clubhouse, parking lot, storage shed and parking lot;
  - c. on an annual basis maintaining and supervising an entertainment committee as per Art II Para 12c;
  - d. managing both an annual Maintenance and Entertainment budget, and
  - e. managing the use of the clubhouse for special functions per Art VIII para 23.
7. Foreshore Officer (Elected) – The Foreshore Officer is responsible to the Commodore for all matters pertaining to the foreshore, including berthage, mooring and docking. (See Foreshore Rules).
8. Division Captains (Elected) – Keelboat, Paddlesports, and Dinghy Captains are responsible to the Vice-Commodore for all matters pertaining to their respective Division by:

- a. directing Division programs, including training, excursions, races, regattas and cruises;
  - b. representing issues pertinent specifically to the Division;
  - c. ensuring certifications of competency of members;
  - d. coordinating Safety activities;
  - e. providing for the maintenance of all Club-owned equipment in the Division including the appointment of a Bosun, if necessary;
  - f. enabling and encouraging all social activities of the Division;
  - g. with guidance from the Vice-Commodore, organization of training courses, Club-sponsored races, regattas and cruises, etc., and
  - h. liaison with the Training Officer to ensure requisite Division training occurs.
9. Training Officer (Elected) – the Training Officer works closely with Division Captains and is responsible to the Vice-Commodore for standardizing and organizing club training for all divisions by:
- a. developing training policies relating to the objectives of ~~19 WCYC~~19WCYC Division activities;
  - b. establishing and implementing standards and content for all club training, instruction, materials and examinations;
  - c. providing appropriate supplies as well as training and oversight of instructors, and
  - d. supervising all examinations in person or by appointing a proxy.
10. Membership Officer (Elected) – The Membership Officer is responsible to the Vice-Commodore for advising new members on procedures, reviewing and administering membership applications, collecting and depositing fees under the direction of the Treasurer, and compiling nominal rolls.
11. The Executive shall appoint members (Regular, Ordinary, Associate, Honourary or Lifetime) as necessary to carry out the functions of the Club:
- a. Bosun (Appointed) – Each Division Captain may appoint a Bosun who is responsible to the Division Captain for the on-going maintenance of all Club-owned equipment under his/her care and to make arrangements for any repairs or modifications as necessary with the approval of the Executive Committee via the Division Captain. It is expected that all equipment shall be kept in a good state of seaworthiness and repair. The Bosun may, with the concurrence of the Division Captain, solicit the aid of Club members to assist him/her.

- b. Bar Officer (Appointed) – The Bar Officer is responsible to the Vice-Commodore for the Club's bar operation. Bartending is done on a volunteer basis and the Bar Officer will ensure that there are an adequate number of volunteers to run the bar. All operations will be done in accordance with the guidelines provided by NPF and the Liquor Control and Licensing Branch.
- c. Communications Officer (Appointed) – The Communications Officer is responsible to the Vice-Commodore for the coordination of all internal communications within the Club. The Communications Officer will be required to ensure that all executive and general decisions are transmitted to the entire membership. The Communications Officer shall be responsible for the Club website and Internet group.
- ~~d. Newsletter Editor (Appointed) – The Newsletter Editor is responsible to the Vice-Commodore for the production of a quarterly newsletter highlighting club activities.~~
- e-d. Volunteer Coordinator <sup>[FB1]</sup> (Appointed).- The Volunteer Coordinator is responsible to the Vice-Commodore and works closely with Division captains, the Membership Officer, the Points Representative and other ~~19 WCYC~~19WCYC Officers as the point of contact for volunteer coordination. The Volunteer Coordinator initiates and organizes call out committees and liaises with planners of club activities to ensure volunteers are appropriately prepared to complete the task at hand. The aim of this position is to separate planning club events and coordinating the volunteers required to facilitate these events. An outgoing member, the Volunteer Coordinator is the club specialist at finding the right person or people for the right job.
- ~~Points Representative <sup>[FB2]</sup> (Appointed) – Appointed by the Commodore, the Points Representative is responsible to the Vice-Commodore to standardize and maintain a record of points awarded toward to the berth allocation. The Points Representative will liaise with Club Executive, officers, subcommittees, activity organizers and volunteers to compile and maintain a points record. Volunteers must maintain a log book of hours volunteered, verified by club activity organizers. After completing volunteer work, it is the member's responsibility to contact the Points Representative for credit. In accordance with Article XV and Annex C, the only points that count in the competition for slips are awarded by the Points Representative.~~
- f-e. Cruise Captain (Appointed) – Appointed by the Commodore, the Cruise Captain is responsible to the Commodore for the planning and organization of on water-keelboat activities and trips (i.e. 'cruises') for club members and in conjunction with other Yacht Clubs as warranted.
- g-f. Assistant to Elected Position (Appointed) – The Executive Committee may appoint an assistant to an elected position whose duties may include:

- (1) fulfilling the duties of the elected position when the incumbent is absent;
- (2) providing reports to the Executive Committee when necessary, and
- (3) participating in Executive Committee meetings when necessary, but with no voting privileges.

12. Subcommittees, other than those listed below, may be formed by the Commodore, to develop, organize, analyze, or complete a specific assignment. Any member in good standing may participate in these subcommittees. The following Standing Committees, already approved by the Commodore, are operated and administrated as detailed below:

- a. Foreshore Committee – The Foreshore Committee shall determine and administer the Foreshore Rules. The standing Foreshore Committee is comprised of the Foreshore Officer, the Vice-Commodore and one other member endorsed by the Commodore, the Points Representative.~~[BLFD3]~~
- b. Constitution Committee – A committee, responsible to the Vice-Commodore, shall annually review the Constitution and By-Laws and make recommendation for amendments.
- c. Entertainment Committee – A committee responsible to the Rear Commodore to organize Club entertainment (i.e. TGIFs, Potlucks, Invitationals, Family Days, etc.).

### **ARTICLE III – RESIGNATION AND REPLACEMENT PROCEDURES**

13. An elected officer who wishes to resign his/her position may do so only upon the acceptance of his/her written resignation to the Commodore. An interim replacement shall be appointed by the Executive Committee and shall hold office until the next Annual General Meeting during which the annual elections shall be held as normal. Should the Commodore wish to resign, he/she may do so only upon the acceptance of his/her written resignation by the Recreation Council Chairperson. In this case, an interim Commodore shall be appointed in accordance with the recommendations of the Executive Committee to act in that capacity until the next Annual General Meeting during which an election for Commodore shall be held as normal.

### **ARTICLE IV – FINANCES**

14. Financial Control/Expenditure Limitations:

- a. Finance – The 19 Wing Comox Yacht Club is not empowered to make personal or institutional loans.
- b. No member of the Club Executive Committee shall receive any remuneration, profit or advantage by reason of his/her connection with the Management of the “Club”.

- c. Club Funds shall not be alienated:
    - (1) by gifts to private or public institutions;
    - (2) to relieve a member of his personal responsibility for loss or damage to public or non-public property;
    - (3) for testimonials or gifts, except as stipulated in Article XVII;
    - (4) for National appeals for financial assistance, or
    - (5) for the provision of anything connected with religious services.
  - d. Para 14 (c) shall not be misconstrued as prohibiting the expenditure of funds collected or donations received for specific purposes.
15. The financial control of the Club shall be as follows:
- a. Operating Budget/Expenses.
    - (1) Operating expenses are expenses of a recurring nature required in supporting the operation of the Club. The financial cycle for the ~~19 WCYC~~19WCYC is from 01 April to 31 March. The Annual Operating Budget will be drawn up in accordance with the direction in Ref A. After screening by the FS&R and approval by the general membership, the Club budget will then be submitted as part of the FS&R budget to the Wing Fund Committee for final approval.
    - (2) Once the operating budget has been approved at the AGM, an Executive Member shall have the discretion to spend their budgeted allocation, except when a single expenditure exceeds 10% of their allocated budget or the amount of \$500, whichever higher. When this occurs, they will notify the Commodore and request approval for the expenditure from the Executive Committee.
  - b. Non-Budget/Unforeseen Expenditures.
    - (1) The Commodore may authorize all recurring and non-recurring expenditures of both a capital and non-capital nature not exceeding \$~~24000~~<sub>[BLFD4]</sub>.00 for any one item or project;
    - (2) The Executive Committee may authorize all recurring and non-recurring expenditures of both a capital and non-capital nature not exceeding \$~~53000~~<sub>[BLFD5]</sub>.00 for any one item or project;
    - (3) For expenditures that are not time sensitive, the recommendation of an extraordinary general meeting shall be obtained for all expenditures exceeding \$~~52000~~<sub>[BLFD6]</sub>.00 for any one item or project; and

- (4) The Executive Committee, in consultation with the FS&R Director or his/her delegate, may authorize exceptional recurring and non-recurring expenditures of both a capital and non-capital nature greater than \$~~52000~~<sup>[BLFD7]</sup>.00 and not exceeding \$~~10,5000.00~~<sup>[BLFD8]</sup> for any one item or project only when the expenditure is deemed urgent and essential by said Committee, to the continuation of the club activities or preservation of assets. Non-capital expenditures must be approved by the FS&R Dir; capital expenditures require a CER staffed through the FS&R Dir accompanied by supporting documents.
- c. NPF Capital Expenditures – An NPF capital expenditure is any NPF expenditure over \$1000.00 made expressly for the purpose of the following:
- (1) creating a new recreation facility in excess of \$2000.00;
  - (2) modifying or enlarging an existing facility beyond that required for normal maintenance, or obtaining fixed assets for replacement or addition in excess of \$2000.00;
  - (3) purchases of fixed assets, individual or collective purchase, over \$1000.00, and
- ~~(4)~~ — Expenditures requiring a CER in accordance with Ref D shall be staffed through the Rec Council Chairperson and then through the PSP Manager for Base Fund approval. Details on procedures are covered in Ref A.
- ~~(5)~~ — CERs in excess of \$15,000 must be ~~submitted endorsed by~~ the Executive ~~in writing complete with detailed substantiation, at least 930 days prior to an Annual General Meeting, and will thus be approved by the membership IAW para 15.b.3.~~
- d. Revenue and Expenditures – All revenue shall be deposited with the NPF Accounting Office and all expenditures shall be made through the assigned NPF Club account.
- e. Control of Public and NPF Property – Once a new Distribution Account (DA) holder is appointed, the holder shall meet with the previous DA holder; bring the DA up to date and report to NPF Accounts (NPF DA). The holder shall verify the DA on a regular basis; and additions, deletions, or losses reported to the NPF.
- f. Procedures for Write-Off of NPF Equipment – Public and Non-Public property is to be accounted for through DA procedures and will only be disposed of in accordance with appropriate disposal procedures as defined in CF regulations.
- g. Signing Authorities – The Commodore shall ensure that the Rec Coordinator is provided with a current list of Executive Committee members authorized to spend the Club funds.



## **ARTICLE V – FEES**

16. Revenues collected by the Club shall include the following:
- a. all membership fees, which will be set at the AGM;
  - b. course fees, annual kayak and dinghy fees, foreshore fees, keelboat rental/charter fees and concession revenue. All fees are inclusive of the applicable taxes and will be published by the Club from time-to-time;
  - c. Fees other than membership fees will be set by the Executive Committee and amended as required at an Executive Committee Meeting in order to remain responsive to operational requirements.

### **Refund of fees**

Refunds of membership dues, course, foreshore, rental or other fees are authorized in the following cases:

- a. Membership Dues: In the first 30 days of the fiscal year, if the member has not used any club services.
  - b. Other Refunds: The service was not available, the course was cancelled or the member is under military service obligations and cannot participate. In the event that a service was partially delivered, the refund will be prorated at the discretion of the Division Captain. Military members require a posting message, course loading message or letter from their unit to justify the refund. For the Basic Cruising Course, or any other training requiring the issuing of books and/or materiel, once those items are delivered, they are 100% non-refundable in all circumstances.
17. The Executive Committee may set fees for special events and services that are not provided for in the annual budget.

## **ARTICLE VI – HOURS OF OPERATION**

18. The hours of operation shall be determined by the Club Executive in liaison with the PSP Manager.

## **ARTICLE VII – OPERATION CYCLE**

19. The ~~19 WCYC~~19WCYC will operate 12 months of the year.

## **ARTICLE VIII – CONDITIONS OF OCCUPANCY OF BASE FACILITIES**

20. Minors and Guests – All members and guests, including minors in the Club house, must comply with the terms of the Liquor License. Members are reminded that they are completely responsible for the conduct of their children ~~/~~ and/or guests.

21. Security/Key Control – All members are responsible for the security of the Club House. All members of the Executive Committee may be issued keys to the Club House. All other members are entitled to sign out the Club House key from the Quadra Commissionaire. Access to other club resources is via passcode, and Division Captains will ensure passcodes are available only to authorized members. Passcodes will be changed no less than every six months, or more frequently as required. All core (elected) Executive will be informed of changes to passcodes.

22. Use of Club House for special functions – Members of ~~19-WCYG~~19WCYC or Units/sections at 19 Wing or HMCS Quadra, wishing to use the Club House for special functions must complete a User Request Form on Website(Annex D) and submit it to the Rear-Commodore for initial approval and coordination. All facility users will provide a \$100 deposit to cover damage/cleaning which will be refunded when confirmed by the Rear Commodore or his delegate. Final approval for facility use is ~~done~~ by the Commodore.

23. Ref H, Wing Standing Order 1-30, regulates use of shared facilities at Goose Spit Marine Site by 19 Wing Comox Yacht Club, 19 Wing Comox W Ops Marine Section, HMCS Quadra and RCSCC Port Augusta. The 19 WComd has authorized shared use of the marine facilities at Goose Spit, including jetty berthage and services, by ~~19-WCYG~~19WCYC for the period 1 September – 15 June annually. Additional time is on an as-agreed-to basis by the Marine Section and HMCS QuadraQUADRA.

#### **ARTICLE IX – NPF CONSOLIDATED INSURANCE PROGRAM**

24. The Recreation Council does not provide insurance coverage for injury to members of the various clubs/organizations.

25. Activities sponsored by Base Fund are included in coverage under the CFCF Consolidated Insurance policy as per Ref A Chapter 20. This insurance provides for protection against loss and damage of Non-Public Fund property and for Public liability of the Commanding Officer responsible for the operation of Base Fund sponsored activities as a unit. There is no coverage provided for participants against dangers inherent in the activity.

26. The following shall apply with respect to Regular, Ordinary, Associate Members, their minor dependents as well as guests and their minor dependents:

- ~~a. The parent/guardian of a dependant must sign an Injury Waiver Form (Annex B) to indicate that he/she is responsible for any emergency medical or dental treatment prior to the dependant joining a club/organization which is under the auspices of the Recreation Council;~~

- a. Members must sign a PSP ~~+~~ Injury Waiver Form (~~Annex B~~) ~~{BLFD9}~~ at the Rec Centre when they pay for their membership prior to participating in a ~~Recreation Council club/organization~~ 19WCYC activity or using 19WCYC equipment;
- b. The parent/guardian of a dependant must sign an Injury Waiver Form (~~Annex B~~) to indicate that he/she is responsible for any emergency medical or dental treatment prior to the dependant joining a club/organization which is under the auspices of the Recreation Council;
- b. \_\_\_\_\_
- c. All unusual incidents/accidents must be reported to the FS&R Director as soon as they occur. Failure to comply could invalidate insurance coverage; and
- d. All guests of ~~19 WCYG~~19WCYC members involved in Club sailing or kayaking activities shall sign an Injury Waiver Form (~~Annex B~~) ~~{BLFD10}~~ prior to commencement of said activity. This form will be available in the Club House and on-board ~~the respective~~ vessels. It shall be addressed to the Club Secretary and is to be left with the Keelboat Captain, ~~the Commissionaire~~, or in the Club House mailbox.
- e. Any member shall be liable to reimburse Base Fund for up to the total cost (inclusive of applicable taxes) of the CFCF Consolidated Insurance deductible where the member willfully or negligently causes, permits or contributes to damage to or the loss, deficiency, theft, destruction, or deterioration of NPF property pertaining to ~~19 WCYG~~19WCYC as is stipulated in QR&O 38.01.
- f. In the event of an incident outlined in Para (e.), the Executive will convene to determine the appropriate financial figure that the member will be required to pay up to the cost of the insurance deductible based on the level of negligence involved in the incident.

27. Activity managers are to ensure that respective members (whether or not they are service persons) are advised to be conversant with ~~CFAOs and~~ DAODs as they pertain to insurance coverage for specific activities. ~~These are to be posted in the Club House.~~

#### **ARTICLE X – REPORTS AND RETURNS**

28. The Secretary and Treasurer shall prepare detailed records of Club activity for use by NPF Accounting and the PSP Manager. Detailed records should be kept concerning membership, expenditures, revenue, and Club activities. These records are to be maintained by the Club Executive and to be provided to the PSP Manager upon request.

#### **ARTICLE XI - ORDER OF BUSINESS**

29. Order of Business – Club Executive Officers shall ensure that parliamentary procedures are followed whilst conducting meetings. The order of business for the Club Executive or General meetings should normally be as follows:

- a. Call to order;
- b. Record attendance or absence of members;
- c. Introduction by Commodore, introduce attendees, if applicable;
- d. Reading and adopting of previous minutes;
- e. Business arising out of previous meeting;
- f. Financial report;
- g. Reports of Executive Officers;
- h. Dealing with correspondence;
- i. New business;
- j. Discussion period (time permitting to be decided by the Chairperson); and
- k. Date of next meeting and adjournment.

30. Meetings – Meetings shall be those gatherings of the membership of the Club so conducted as to discuss and decide on course of action and deliberations on matters of interest to the Club. The Commodore shall call these meetings.

31. Right of Speech – All members of the Club shall have the right of verbal or written communication of ideas and thoughts at any time. Matters of business shall be determined by those members who have the Right of Voting Privilege. In the case of speech in a General Meeting, the Commodore shall decide in what order members may speak and the Order of Business shall determine the progression of discussion or vote on topics at hand.

32. Voting Privilege - Each Regular, Ordinary, Associate, Honorary & Lifetime Member shall have one vote. In the case of several individuals enjoying the privileges of one family membership (paid, Honorary or Lifetime), the number of votes per family membership shall not exceed a total count of one. All members are invited to attend AGM's and club functions, however, each family shall establish who among them is their single, designated voter.

- a. Regular Member – one vote on any topic (except Commodore);
- b. Ordinary Member – one vote on any topic;
- c. Associate Member – one vote on any topic;
- d. Honorary or Lifetime Member – one vote on any topic;

- e. Minor Dependents – may not vote; and
  - f. Exceptional Voting Circumstances – under normal conditions the Commodore shall have no vote unless the issue at hand is deadlocked in a tie; then and only then may the Commodore cast a vote to break the deadlock issue.
33. Minutes – The Secretary shall ensure the minutes of meetings are kept and completed. The last page of the minutes shall be arranged with following signature blocks and distribution:
- a. General Meeting Minutes – Signatures of the Commodore, Secretary, FS&R Director (RECOMMENDED/NOT RECOMMENDED), Recreation Council Chairperson (RECOMMENDED/NOT RECOMMENDED), PSP Manager (RECOMMENDED/NOT RECOMMENDED), and W Admin O (APPROVED / NOT APPROVED), and distribution of info copies to the W Adm O; and
  - b. Executive Meeting Minutes – Signatures of the Commodore, Secretary, FS&R Director (RECOMMENDED/NOT RECOMMENDED), Recreation Council Chairperson (RECOMMENDED/NOT RECOMMENDED), and PSP Manager (APPROVED / NOT APPROVED), and distribution of info copies to the W Admin O.

#### **ARTICLE XII - GUESTS**

34. Guests are the responsibility of the member inviting them. The conduct of guests is to be as expected of Club members and a member perceiving inappropriate behaviour by an invited guest is to approach the guest's host and request a resolution. If the behaviour continues, the guest is to be asked to leave the premises and a report is to be filed with the Commodore.

#### **ARTICLE XIII - COMPLAINTS**

35. Any complaints about club activities or the behaviour of Club members are to be directed to the Commodore for investigation and resolution.

36. Should any member wish to raise a complaint for consideration, he/she must do so in writing to any member of the Executive Committee who shall bring the complaint to the next Executive Meeting at which time it will be seriously considered. The member will then be advised as soon as possible of the resolution of the complaint in a manner that respects the privacy of the individual.

#### **ARTICLE XIV - COMMUNICATION CHANNELS**

37. Reports – Written reports are to be made through the appropriate Division Captain who will forward them to the Commodore. Executive and Appointed positions shall report to the position specified in their terms of reference.

38. Emails – ~~19-WCYC~~19WCYC recognizes the importance of digital privacy to its members. To help protect against phishing and spam, email communications to the Club General

membership shall use 'Blind Carbon Copy (BCC)' address field, rather than the 'TO' and/or 'Carbon Copy (CC)' address fields. Any of the "~~19WCYC~~19WCYC" positional email addresses (@19WCYC.com) are acceptable in the 'TO' or 'CC' fields, but when sending digital correspondence to the Club General membership, care should be taken that personal email addresses are not visible to others.

### **ARTICLE XV - FORESHORE RULES**

39. Applicability – The Foreshore Rules are designed to control the use of the foreshore facilities as well as berthing, mooring and storage of boats on or by the foreshore defined as the intertidal zone and is limited to that area that is exposed to the air at low tide and the small rise in front of the Club House, including the water area to the west end of "J" float inclusive of all dock space allocated for use by club members for mooring their boats (see diagram fig 1). Within the boundaries of the Club, these rules are applicable to all owners and skippers of:

- a. privately-owned and Club-owned boats berthed alongside;
- b. privately-owned and Club-owned boats stored on the foreshore, and
- c. privately-owned boats moored in the more or less immediate area.

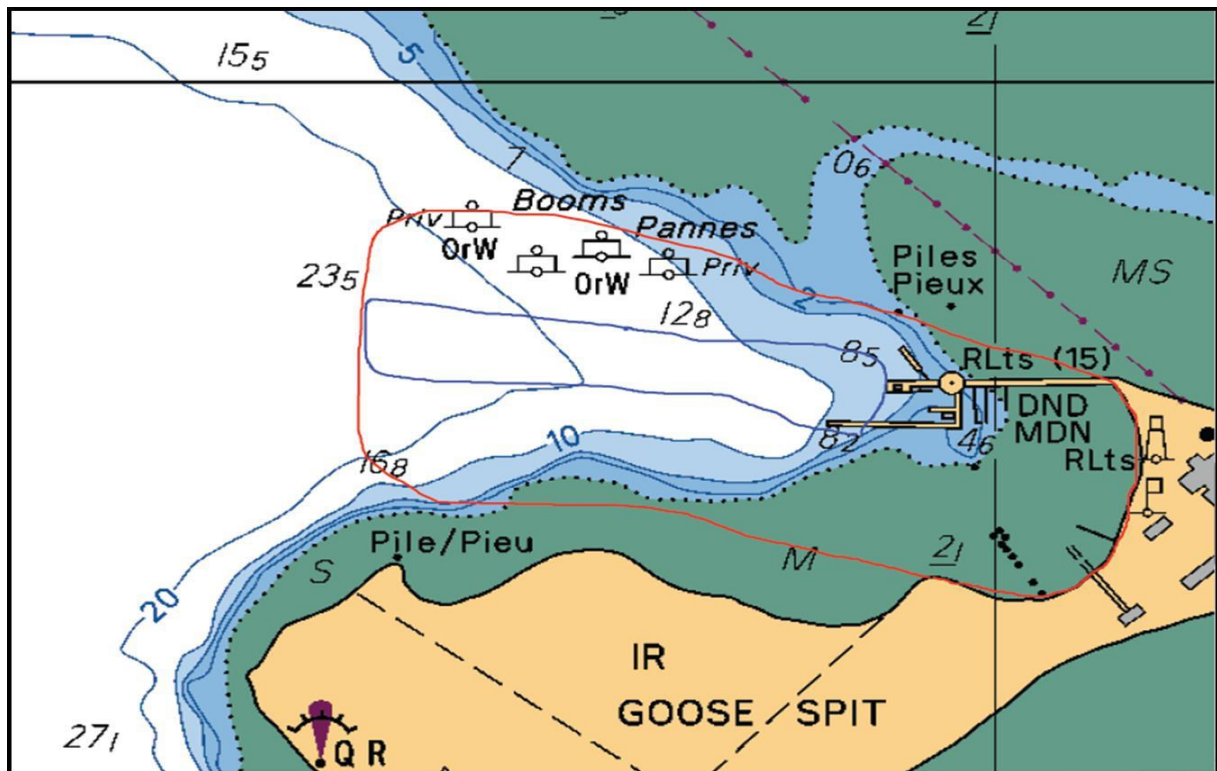


Figure 1 – ~~19WCYC~~19WCYC Foreshore Area

40. Foreshore Committee – The Foreshore Rules are determined and administered under the auspices of the standing Foreshore Committee.

41. Berth Allocation.

- a. Process – Berthage will normally be assigned for the period 1 September to mid-June, and paid for as such. Notwithstanding the equality of membership categories outlined in Refs F and G, berthage priority is based on Service Demands and Club participation. In particular, special consideration is given to Regular Force (RegF) members who are subject to CAF imposed postings. Accordingly, for the first forty-eight months following COS date on a posting to Comox, RegF Club members will be eligible to participate in the first draft. The second draft will consist of all other eligible applicants.
- b. Requirements – A copy of the Proof of Ownership, \$2M Marine Liability Insurance (including a pollution clause) shall accompany all berth requests and must be submitted on, or prior to the date specified by the Foreshore Officer. Any application missing this required information will not be considered until it is provided, and the application will be returned. A Pleasure Craft Courtesy Safety Inspection will be conducted annually on each vessel as directed by the Foreshore Officer. The Foreshore Officer will assess the priority of each application in the second draft based on points allocated as per the Berth Point Allocation System.
- c. Berth Allotment – Vessels will be allotted berths by the Foreshore Committee, as recommended by the Foreshore Officer. Location will be based on the availability of berths commensurate with the boat's length and displacement. ~~Because of limited berthage available, keelboats under 40 feet will be allocated a berth first and those 40 feet and over will be allotted a berth if space remains available.~~ Shuffling of berths by the Foreshore Officer may occur to maximize berth usage. Once allotted a berth, no member will be displaced by an application received after the submission deadline. Approved applicants will be notified of their berthage space and dockage fee. Approved applicants must make FULL-full payment and receive the mandatory receipt prior to docking their vessel in their allocated berth. Members who place their boats into a berthage space without paying the fees, will be asked to move their boat off the dock.

42. Berth Allocation Point System – Points are used to determine berth allocations after the first draft has been completed. For multi-owner boats, points will be allocated 100% to the first owner who accumulates the most points and a 50% point credit allocated to the second owner (maximum of credit to two owners). The second owner shall not accumulate points for membership and seniority. ~~The Club Points Representative calculates p~~Points are calculated by members and provided to the Foreshore Committee along with their berthage application according to the membership year (1 April to 31 March), according to the categories below:

- a. Membership
  - (1) Honorary & Lifetime 4
  - (2) Regular 3

	(3) Ordinary	2
	(4) Associate	1
b.	Seniority (Club – Years):	
	(1) 0 – 3	1
	(2) 4 – 6	2
	(3) 7 – 9	3
	(4) 10 – 12	4
	(5) 13 plus	5
c.	Assuming Responsibility within Club:	
	(1) Executive Positions <sup>1</sup>	6
	(2) Appointed/Assistant Executive Positions <sup>1</sup>	3
	(3) Non-Executive Positions – Committee Chair <sup>1</sup>	3

Point allocations from categories (a) through (d), recognize a member for activity directing Club functions in the best interest of the membership. These points are in addition to points earned for volunteer hours.

- d. Volunteer hours: Per 4 Hour Block 1
- (1) Volunteer hours will be recorded in 0.25 Hour increments and accumulated as a single total per 4-hour block. All volunteer hours are eligible for inclusion in this total. Examples of eligible activities include, attending Executive meetings, bartending, Club House cleaning, working on Club projects, working at home on Club business, etc. One point will be awarded for every 4-hour block or ≥ 50% portion (min 2 hours) thereof.
- (2) Point Calculation Example: For 42.25 hrs – Points awarded will be ‘11’ based on (10) four-hour blocks plus 1 point for the remaining 2.25 hours. Points from categories (a) though (d), above, may result in points earned in addition to those earned in Category (e).

43. Liability – All boat owners or assigned skippers using berthing or storage facilities belonging to the Club, do so with the understanding that the Club, 19 Wing Comox and HMCS Quadra will not be responsible for any loss by theft, weather, sea, fire, collision, or careless handling by themselves or by any other person(s). Boat owners or assigned skippers will be responsible for damage to private Club or Crown property due to improper handling or securing

<sup>1</sup> (as defined in the Constitution & By-laws)



of their boats. Each boat owner or assigned skipper is responsible for mooring, cradling or berthing of his/her boat and the care of the assigned float. All boats berthed on the Goose Spit docks must have a sign with the owner's name and emergency contact information placed where it is clearly visible from the dock. If possible, boat owners will be notified in case of apparent damage to their craft, due to weather, sea, or improper securing. All vehicles, boats, equipment, accessories, and contents brought onto the Club premises shall be at the owner's risk.

44. Personal Property – Except for privately owned keelboats for which a member has been given permission by the Commodore, through the Foreshore Officer, Club members are not to use any Club facilities to store items of personal property, this includes the Club House, the jetty, and the foreshore. Members are to understand that if personal property is inadvertently left on DND property, it is at their own risk. All limits to liability with respect to personal property as stated in the above paragraph (titled – Liability) shall remain in effect.

45. Joint Ownership/Application – When two or more members hold a vessel in joint ownership, berthage will be assigned to all members jointly who shall be responsible for all applicable fees and shall be jointly responsible for affairs concerning that vessel; the names of all owners shall appear on the application. A copy of the proof of ownership and insurance showing the member's names will be included with the berthage application.

46. Club Owned Mooring Balls – The Foreshore shall be responsible for the allocation and over-seeing the care and maintenance of any Club-owned mooring balls / points. The aforementioned assets are for temporary use by:

- a. Club owned vessels;
- b. Club members, and
- c. visiting (reciprocal) sailboats.

47. The Foreshore Officer shall ensure that anyone who wishes to use a club owned mooring ball provide, to the Foreshore Officer, proof of ownership and liability insurance.

48. The Commodore may, at their discretion, levy a charge for the use of the mooring ball and may also dictate the duration of the stay.

49. Visiting Vessels – Berths for visiting vessels from other clubs affiliated with the Canadian Forces or boats with a reciprocal agreement with 19WCYC shall be allocated, if available, by the Foreshore Officer. Vessel owners shall need to provide proof of membership in a CF affiliated or reciprocal Club, proof of boat ownership, and proof of current liability insurance on the vessel. The length of the stay shall normally not exceed two nights.

50. Dinghy Tenders – Boats not berthed alongside may keep one dinghy tender on "G" Float or the dingy floats. Members wanting to store tenders on the docks, dingy floats or on the Club foreshore, must first get permission from the Foreshore Officer. Any tender dinghies stored on Club Property must be identified with the Owner's name and contact information. The Foreshore Officer may allocate space for dinghies belonging to boats alongside and at moorings. Tenders

on "G" Float must be properly stowed and not cause an obstruction. Stowage of hard shell, larger RIBs and softshell tenders is to be on "G" Float. Tenders stowed on the dingy floats must be of a size to permit four (4) tenders per float.

- a. Summer Cadet Camp – During the Summer Cadet Camp, space on the tender docks or "G" Float will be assigned for all tenders required by members for access to their boats moored in the bay with priority given to members who have to vacate the docks during this period. Should a shortage of storage space arise, the Foreshore Officer, in consultation with the Foreshore Committee, will assign the spots on the docks and floats based on the order of Point Allocation determined during the previous August.

51. Hauling Out – Members shall apply to the Foreshore Officer for permission to haul out on the Foreshore.

52. Tidal Grid – Members wishing to use the Club Tidal Grid shall apply to the Foreshore Officer who will allot a specific period. A list showing the allocated times will be maintained on the Club Notice board. No one shall use the Grid unless they have prior experience. An inexperienced user shall have an experienced user onboard who will provide the necessary guidance as detailed in paragraph 4 of the Club Dock Procedures at Annex C. When work is being performed on a boat while on the Grid, the HAZMAT Rules as detailed in the Club HAZMAT Procedures, Annex C, shall be adhered to. During the summer Cadet Camp, Grid usage is RESTRICTED to EMERGENCY use only, therefore the user shall confirm with the Foreshore Officer, the Marine Section Supervisor, and the Cadet Camp Boats Officer, that the usage will NOT interfere with any ongoing operations. For further details refer to the Club Dock Procedures, Annex C.

53. Refuse – Garbage, refuse or waste will not be left on the floats or the foreshore, but will be removed to the garbage or applicable recycling container located at various locations around HMCS Quadra.

54. Foreshore – The Foreshore Officer may order boats, cars, trailers, etc. moved or removed from the foreshore in order to provide for the proper operation of the foreshore facilities or Club operations. Trailers are not allowed on the foreshore except while being used.

55. Loss of Privilege – Infringement of any ~~19WCYC~~19WCYC by-law may result in loss of privileges as recommended by the Foreshore Committee to the Executive Committee. Failure to renew Club membership by 15 April of new the Membership Year (Ref: Annex C) or to provide proof of Liability Insurance renewal upon expiration, may result in the removal of the affected boat from the dock. The Foreshore Officer is to coordinate with the Membership Officer for an updated list of paid membership and maintain a current list of liability insurance. The Foreshore Officer must obtain approval from the Club Executive prior to removing any boat from the dock.

56. Club Mooring Point. The Foreshore Officer shall be responsible for the allocation of use and maintenance of the club mooring point. It will normally be used by one of the Club owned keelboats during the summer months when dock space at the Quadra jetty is not available. The

Foreshore Officer, in consultation with the Keelboat Captain, may attach one of the club floats to the mooring buoy for the summer months to facilitate docking procedures. Under certain circumstances the Foreshore Committee may decide to allow a privately owned vessel of a 19WCYC Club member to tie up to the mooring point for a short period of time. Vessel owners will need to be members in good standing of 19WCYC and provide proof of vessel ownership and current liability insurance on the vessel. Use of the mooring point under these circumstances shall normally be limited to a one week period.

## **ARTICLE XVI - RENTALS**

57. Eligibility to rent or use any 19-WCYC vessel is predicated on either the possession of the appropriate certification or in the absence thereof, upon submission of a written, signed, and witnessed experience résumé. No vessel will be used unless the appropriate Division Captain or their delegate has performed an acceptable checkout and all paperwork and copies of certification has been submitted. All vessels must be operated in accordance with Transport Canada Boating Laws, Regulations and Safety Policies. A member must be 16 years of age or older in-order to sign out and operate any club vessel without adult. Vessels include:

- a. Dinghies – Members holding CanSail 2 certification, ~~or~~ equivalent certification or in lieu ~~of~~, who have presented their sailing résumé and have been properly checked out by the Dinghy Captain or his/her delegate, may, upon payment of an annual dinghy surcharge, use the dinghies at any time that they are available. The yearly fee, as posted ~~in the Annual Operating Budget on the 19WCYC website~~ is payable prior to the first use, and is levied only to cover maintenance costs;
- b. Kayaks – Members who have taken a formal Kayak course, hold a Kayak Certification, or who have successfully challenged the certification and been checked out by the Paddlesports Captain or his/her delegate, may reserve and use the kayaks at any time via the reservation book located in the kayak storage area. A yearly fee is payable prior to the first ~~use, and use and~~ is levied only to cover maintenance and replacement costs. A completed 'Sail plan' must be completed prior to Kayaks leaving the local area. Plans are to be communicated to the Paddlesports Captain or his designate prior to departure, and closed upon return. A completed Kayak/SUP Sail plan (Annex F) must be completed prior to kayaks leaving the local area. Plans are to be given to the HMCS Quadra Commissionaire prior to departure, and picked up upon return.
- c. Keelboats – Members holding a Basic Cruising certification or higher, or who have successfully challenged the certification and been checked out on the boat, and who have the mandatory Operators Certification/licenses as per Transport Canada Regulations, may reserve and rent the keelboats at any time via the Keelboat Division Captain, or his/her delegate. Due to the high capital cost of these boats a security deposit will [BLFD11] **be required to cover possible damage by misuse**. The boats are well maintained by volunteer members. As this is a self-help club, however, renters must endeavour to be self-reliant in their use of Club

boats. For example, maintenance logs should be reviewed prior to departure. Care must be taken to safeguard all equipment including dinghy tender. The renter is expected to exhaust all reasonable options to dealing with eventualities such as engine trouble or lost dinghies. ~~Published procedures covering Rental Procedure/Cancellation/Refund Policy will be posted in the 19-WCYC Club House, on the 19-WCYC~~

~~website, an on each Club vessel.~~ Failure to respect published rules will result in a loss of privilege to rent the keelboats. **NO ANIMALS OF ANY TYPE ARE ALLOWED ON CLUB BOATS.**

d.c. Stand-Up Paddle Boards (SUP) – Although there is no formal training currently required for SUP operation, SUPs are considered vessels by the 19-WCYC and are subject to the same Transport Canada Laws, Regulations and Safety Policies as all other vessels. A completed ~~Kayak/SUP 'Sail plan' (Annex F)~~ must be completed prior to SUPs leaving the local area. Plans are to be ~~given to the HMCS Quadra Commissionaire prior to departure, and picked up upon return~~ communicated to the Paddlesports Captain or his designate prior to departure, and closed upon return.

58. Members may not use club assets for profit or indirect personal financial gain. Club equipment and services are for the personal use of members.

## **ARTICLE XVII – COURSES AND TRAINING**

59. In the event that a course is given or hosted by The Club it may be necessary for the Training Officer (or his delegate) to initially prioritise the course applicants. Initial prioritization will be done using the following criteria:

- a. Priority 1 – Regular Member:
  - (1) Canadian Armed Forces members: Currently serving Regular and Reserve Force personnel and their dependent families.
  - (2) Members of foreign military currently serving within the CAF and their families.
  - (3) Veteran (former members of the CAF who have successfully completed Basic Military Training and have been honourably discharged) and their families.
- b. Priority 2 – Ordinary Members:
  - (1) Current DND Public Servants, Staff of NPF, Staff of MFRC's, Staff of DRDC and DCC and their families.
  - (2) Serving RCMP and their families.

- (3) Currently serving Honorary Colonels / Captain (N) and Honorary Lieutenant- Colonels/Commanders and their families.
  - (4) Former Staff of NPF receiving a pension and their families.
  - (5) Former DND members of the Public Service receiving a pension and their families.
  - (6) Former RCMP in receipt of an annuity and their families.
- c. Priority 3 – Associate Members.
  - d. Priority 4 – Honorary & Lifetime Members.

60. If the Training Officer deems it necessary to interview applicants, then once an applicant has been interviewed and found suitable, the Training Officer will accept applicant in the order they were interviewed and ~~accepted~~accepted.

#### **ARTICLE XVIII - ACKNOWLEDGEMENTS**

61. The Commodore may elect to present a token of appreciation, on behalf of the club, to a member(s) who has/have contributed significantly to the operation of the club. Examples of this are the Commodore's Commendation. The recognition may be in the form of, but not limited to, a recognition plate on the Commodore's Plaque, a gift certificate etc. (to a maximum value of \$50.00 (before taxes and delivery fees).

#### **ARTICLE XIX - AMENDMENTS**

62. Notice in writing will be made to the Secretary of any proposed changes to the Constitution /By-Laws at least 60 days in advance of a General Meeting. This is required so that the Executive can discuss any proposals and ensure that changes are made available to the membership at least 30 days in advance of the Annual General Meeting. The motion will be made available during the Annual General Meeting. Changes to the Constitution/By-Laws require the consensus of the Club Executive and must be passed by a majority vote of the members at a General Meeting. All approved amendments must be forwarded to the Recreation Coordinator for final approval by the WComd prior to implementation, ~~except where the Wing Commander directs an amendment.~~

#### **ANNEXES**

- A. Keelboat Rental Policy

**ARTICLE XIX - ADOPTION OF BY-LAWS**

63. The ~~19 WCYC~~19WCYC By-Laws were amended and approved by the club membership at the 2023 Annual General Meeting, ~~28~~3 Feb 202~~4~~3

F. Bohac LCol Commodore 250-218-1973	D. Mondry MCpl Secretary 250-339-2435

Recommended / Not Recommended	Recommended / Not Recommended
K. Elmore Mgr. FS&R 8542	A.C. Moorhead Snr Mgr. PSP 8246

Recommended/ Not Recommended	Approved / Not Approved
K.R. Connerty LCol D/WComd 8206	J.P. Gagnon Col WComd 8200

Distribution List

~~Info~~

D/W Comd  
Sr Mgr PSP  
Rec Coord  
Club Pres  
NPF Acct Mgr

FSR/AA

**Annex A - ~~19WCYC~~19WCYC Keelboat Rental Policy**

**Renter Qualifications**

1. Qualified members may rent the 19 Wing Comox Yacht Club (~~19WCYC~~19WCYC) keelboats. All renters must hold a Sail Canada or ISPA certification of "Day Skipper", a valid Pleasure Craft Operator Card (PCOC) and Restricted Operator Certification – Maritime (ROC-M). If a member has not rented club boats before or has not sailed club boats for a long period of time; then they must complete a practical checkout, conducted by an experienced club member authorized by the Keelboat Captain.
2. All renters shall complete and sign the Experience Résumé at Appendix 1. The résumé must be submitted to the Keelboat Captain with a copy of the member's Sail Canada / ISPA certification/logbook entry prior to a member's first rental. Renters shall complete and sign the Liability Waiver at Appendix 2. This must be submitted to the Keelboat Captain along with the other required paperwork. Renters shall ensure their on-file paperwork is up to date..

**Booking Procedure**

3. It is the responsibility of the renter to check boat availability on the Club website Rental Calendar (link on main page at CAFConnection.ca). The renter is then to send an email to the [keelboatbooking@19wycyc.com](mailto:keelboatbooking@19wycyc.com) [BLFD12] email address. This email is monitored by the Keelboat Captain and / or a volunteer booking representative.
4. Club members may make bookings of five days or more anytime. Bookings of four days or less will only be accepted a maximum of two weeks prior to charter commencement.
5. Members of other CFYC's or CFSA's may rent ~~19WCYC~~19WCYC boats but can only make a booking a maximum of five weeks prior to commencement of charters of five days or more and a maximum of 10 days prior to charters of less than five days. They must complete a practical checkout conducted by an experience club member authorized by the Keelboat Captain.
6. Bookings will be Tentative until full payment is made. The club will cancel a Tentative booking one month in advance of a five-day or longer charter and one week in advance of a four- day or less charter unless full payment is received to confirm the booking.
7. A half day or one day rental may be booked on the day of the charter or the day prior, subject to boat availability, with the approval of the Keelboat Captain and providing payment is deposited in the clubhouse prior to departure.
8. Boats may be rented for a maximum of 15 days in the July to August time frame.
9. The daily rental period is from 8 AM to 8 AM. A half-day rental consists of any portion of the day commencing at 8 AM or 1 PM.



10. Under no circumstances will a boat be taken away from the dock without a confirmed booking and payment in full.[BLFD13]

**Category of Renter**[BLFD14]

10. Frequent Renters/Sailors

a. Prerequisites:

- (1) Previous Renters
- (2) Up to Date/Current Keelboat Qualification/Training
- (3) Experience resume and liability waiver required - kept on file, updated by member as necessary
- (4) Copies of licenses not required – kept on file/updated by member as necessary

11. Occasional Renters/Sailors

a. Prerequisites:

- (1) Previous Renters
- (2) Up to Date/Current Keelboat Qualification/Training
- (3) Liability waiver required
- (4) Experience resume required only once

12. New Renters/Sailors

a. Prerequisites:

- (1) No Previous Experience
- (2) Completion of Keelboat Qualification/Training
- (3) Liability waiver required
- (4) Experience resume required (including specific keelboat training and copies of licenses)

13. The categorizing of renters using the above guidelines would aid the Keelboat Captain in helping to determine the risk involved with allowing a keelboat to be rented.

14. The Keelboat Captain would keep a spreadsheet or database with past and current renters in it including their qualification.

~~15-14.~~ The Keelboat Captain would designate an alternate who would assist in the categorization process and the administration of the rental calendar.

~~16-15.~~ If the club keelboats are required for club training the Keelboat may at their discretion delegate control and allocation of these assets to the Training Officer who in turn may allow Instructors to book training times.

~~17-16.~~ Renters are responsible for replacing the fuel that they use during the charter. |  
[BLFD15] 'Peter Duck and Wildside' use DIESEL FUEL ONLY. 'Against the Wind' uses regular unleaded gasoline. Peter Duck's tender or dinghy uses a two-stroke oil mixture of 50:1<sup>""</sup>. [BLFD16]

### **Rental Payment**

~~18-17.~~ Rental payment is to be by ~~cheque, made out to "Base Fund" e-transfer~~ and is to include ~~member name,~~ boat name and rental dates. ~~Cheques are to be deposited in the lock box, to the right of the entrance door in the Club House or in the lockbox found onboard each vessel. Full payment should be made prior to departing QUADRA at the end of your trip. A Club House key is attached to each keelboat key ring signed out from the Commissionaire at the Quadra gate. Payment is to be~~ ~~made (before/after)~~ [BLFD17]

### **Cancellations**

~~19-18.~~ Renters are to contact the Keelboat Captain as soon as possible to cancel a booking.

~~20-19.~~ Failure to cancel a booking prior to the day of departure will result in forfeiture of that day's rental amount.

### **Cleaning Fee**

~~21.~~ — A charge of \$50.00 [BLFD18] will be levied against the Renter if the Keelboat Captain assesses that the general cleanliness of the boat is below standard upon return. The member will not be permitted to book another boat if the requested fee is not paid.

~~20.~~

~~21.~~

The boats should be returned fully fueled upon return. As a convenience, members may choose to have the vessel fueled by the Keelboat Captain for a minimum fee of \$10 (includes the first hour of engine time), plus \$5 for every additional hour or portion thereof. [BLFD19]

### **Renters Financial Liability**

24. Prior to departure, renters will be required to sign for the boat and its inventory, certifying that they will be financially responsible for missing equipment or equipment that is damaged

beyond normal “wear and tear” during the period of their charter.

25-22. If, in the judgment of the ~~19-WCYC~~19WCYC Executive Committee, loss or damage is as a result of gross negligence or wanton or willful misuse by the renter, his or her family, guests or agents, the renter may be solely liable for charges up to the amount of the Consolidated Insurance Plan deductible of \$5,000.00.