



Tenants Reference Handbook

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Introduction

This handbook has been developed to ensure that both members and the general public are familiar with the Holyrood Marina Park Corporation, and the Marina Park facilities, which it manages.

The Holyrood Marina Park Corporation (HMPC) is a not-for-profit organization created as a joint partnership between the Town of Holyrood and the marina tenants. The HMPC is managed by a group of volunteers who have been elected by the marina tenants.

HMPC relies on the fees collected for the various goods and services it provides to its tenants and the general public. Work in the Marina is carried out by both paid HMPC staff, as well as the volunteer efforts of its members.

Copies of this handbook are available from the marina office, or may be downloaded from the HMPC website. While efforts will be made to advise tenants of proposed changes to this handbook, the Board of Directors reserve the right to make changes as they deem necessary, and advise its tenants.

The Corporation

Purpose

The Holyrood Marina Park Corporation, locally referred to as HMPC, is a not-for-profit organization created to manage the long term planning and daily operation of the Holyrood Marina Park facilities.

The primary mission of HMPC is to provide a superior marina facility for its tenants and area boaters, and to promote and foster safe recreational boating and fellowship among its members.

Registered Office

The registered office of the Corporation shall be in the place within Newfoundland specified in the Articles of the Corporation, and at such location therein as the directors may from time to time determine.

Board of Directors

Duties of Directors

The directors shall manage the business and affairs of the Corporation. The powers of the directors may be exercised at a meeting at which a quorum is

present or by resolution in writing signed by all the directors entitled to vote on that resolution at a meeting of the directors. Where there is a vacancy on the board of directors the remaining directors may exercise all the powers of the board so long as a quorum remains in office.

Number and Quorum

The number of directors of the Corporation shall be seven. Four directors shall constitute a quorum for the conduct of business at any meeting of the directors. Five of the directors shall be elected at the annual meeting of the Corporation. Two of the directors shall be directors ex officio, one director by reason of being a member of the Town Council of the Town of Holyrood, and the second director, a citizen of the Town of Holyrood appointed by the Town Council of the Town of Holyrood.

Vacation of Office

Each director shall hold office until the close of the annual meeting following his election provided that if an election of directors is not held at an annual meeting of members, the directors then in office shall continue in office until their successors are elected. Retiring directors are eligible for re-election.

No person shall be qualified to be a director of the Corporation if he is less than nineteen (19) years of age, if he is not a member of the Corporation or if he is found by a Court in Canada or elsewhere not to be of sound mind.

A director ceases to hold office if he dies, is removed by the members, ceases to be qualified for election as a director or resigns by a written resignation received by the Corporation.

A written resignation of a director becomes effective at the time it is received by the Corporation, or at the time specified in the resignation, whichever is later.

Removal of Directors

The members may by special resolution at a special meeting of the members remove any elected director or directors from office. A vacancy created by the removal of a director shall be filled at the meeting of the members at which the director is removed. The provisions of these bylaws respecting the election of directors shall apply to the filling of a director's office in respect of which a director has been removed. Subject to the Act, a quorum of directors may fill a vacancy among the directors provided that such filling of a vacancy shall be in accordance with the requirements for election as a director provided in the

bylaws. A director appointed or elected to fill a vacancy holds office for the unexpired term of his predecessor.

Officers of the Board

Chair

The Chair of the Board shall, when present, be chairman of meetings of members and directors and shall have such other powers and duties as the directors may determine.

Vice-Chair

A Vice-Chair shall have such powers and duties as the directors or the Chair may determine.

Secretary

The Secretary shall give, or cause to be given, all notices required to be given to members, directors, auditors and members of committees; shall attend and be secretary of all meetings of members, directors and committees appointed by the directors and shall enter or cause to be entered in books kept for that purpose minutes of all proceedings at such meetings shall be the custodian of the corporate seal of the Corporation and of all records, books, documents and other instruments belonging to the Corporation, and shall have such other powers and duties as the directors may determine.

Treasurer

The Treasurer shall keep proper books of account and accounting records with respect to all financial and other transactions of the Corporation; shall be responsible for the deposit of money, the safe-keeping of securities and the disbursement of the funds of the Corporation; shall render to the directors when required an account of all his transactions as Treasurer and of the financial position of the Corporation and he shall have such other powers and duties as the directors or the Chair may determine.

Other Officers

The powers and duties of all other officers shall be such as the directors or the Chair may determine. All of the powers and duties of an officer to whom an assistant has been appointed may be exercised and performed by such assistant, unless the directors or the Chair otherwise direct.

Membership

Members

Only persons who have entered into a lease with the Corporation for the rental of a wet berth for a vessel shall be eligible to be members of the Corporation. In the event that a person has entered into such a lease and that lease is terminated or not renewed then such person shall not be eligible to be a member. A member who has entered into a lease, which has not been terminated shall, subject to the bylaws, be entitled to enter into a further lease at the expiration of the term of his lease, prior to a berth for a vessel being leased to a person who is not then a member.

Membership Fee

The membership fee shall not exceed the sum of \$5.00 per annum. The Board shall have the right to waive the membership fee of any or all members of the Corporation if it believes it is in the interest of the Corporation to do so.

Miscellaneous Information

Membership in the Corporation shall not be transferable.

Membership in the Corporation shall cease upon the death of a member by, written notice of resignation to the Corporation or if the member ceases to qualify for membership or is expelled in accordance with these bylaws.

The Corporation may expel any member of the Corporation upon adoption of a special resolution to that effect at a special meeting of the Corporation.

The liability of the members is limited to the amount of any membership fee unpaid to the Corporation.

Meetings of Members

Annual Meeting

The annual meeting of the members shall be held in the Town of Holyrood at such time in each year as the directors may determine, for the purpose of receiving the reports and statements required to be placed before members at an annual meeting, electing directors, appointing an auditor or auditors, and for the transaction of such other business as may properly be brought before the meeting.

appointed by a resolution or by the chairman with the consent of the meeting.

Other Meetings

The directors shall have power at any time to call a special meeting of members to be held at such time and in the Town of Holyrood as determined by the board of directors. The directors shall call a special meeting of members upon the written requisition of forty percent of the members. Such requisition shall specify the nature of the business to be discussed at such meeting. Upon receipt of such a requisition the directors shall give notice of the time and place of such special meeting.

Notice of Meetings

Notice of the time and place of a meeting of members shall be given not less than ten (10) days nor more than fifty (50) days before the meeting to each member carrying voting rights at the close of business on the record date for notice, to each director and to the auditor of the Corporation. Notice of a meeting of members at which special business is to be transacted shall state the nature of that business in sufficient detail to permit the member to form a reasoned judgement thereon and shall include the text of any special resolution to be submitted to the meeting. All business transacted at a special meeting of members and all business transacted at an annual meeting of members, except consideration of the financial statements, auditor's report, election of directors and reappointment of the incumbent auditor, shall be deemed to be special business.

Persons Entitled to be Present

The only persons entitled to be present at a meeting of members shall be those entitled to vote thereat, the directors, the auditor and other persons who are entitled or required under any provision of the Act or the articles or by-laws of the Corporation to attend a meeting of members of the Corporation. Any other person may be admitted only on the invitation of the chairman of the meeting or with the consent of the meeting.

Chairman

The Chairman of the Board, or in his absence the Vice-Chair, or in his absence a person chosen by a vote at the meeting shall be chairman of meetings of members.

Scrutineers

At each meeting of shareholders one or more members, who need not be members, may be

Quorum

Fifteen (15) persons present in person and each being entitled to vote thereat shall constitute a quorum for the transaction of business at any meeting of members.

Right to Vote

The Corporation shall prepare a list of members entitled to receive notice of a meeting, arranged in alphabetical order, which list shall be prepared:

- (a) if a record date is fixed as hereinbefore provided, not later than ten (10) days after that date; and
- (b) if no record date is fixed, at the close of business on the day immediately preceding the day on which the notice is given, or where no notice is given, on the day on which the meeting is held.

A person named in the said list is entitled to one vote at the meeting to which the list relates.

Proxy holders

Every member entitled to vote at a meeting of members may by means of proxy appoint a proxy holder or one or more alternative proxy holders, who need not be members, as his nominee to attend and act at the meeting in the manner, to the extent and with the authority conferred by the proxy.

A proxy holder or an alternative proxy holder has the same rights as the member who appointed him to speak at a meeting of members in respect of any matter, to vote by way of ballot at the meeting and, except where a proxy holder or an alternate proxy holder has conflicting instructions from more than one member, to vote at such meeting in respect of any matter by way of any show of hands.

The member shall execute a proxy, or his attorney authorized in writing. A proxy shall be in such form as may be prescribed from time to time by the directors or in such other form as the chairman of the meeting may accept and as complies with all applicable laws and regulations.

Time for Deposit of Proxies

The directors may by resolution fix a time not exceeding forty-eight (48) hours, excluding Saturdays and holidays, preceding any meeting or adjourned

meeting of members before which time proxies to be used at that meeting must be deposited with the Corporation or an agent thereof, and any period of time so fixed shall be specified in the notice calling the meeting.

Votes to Govern

Subject to the Act and the articles of the Corporation, at all meetings of members every question shall be decided, either on a show of hands or by ballot, by a majority of the votes cast on the question. In case of an equality of votes, the chairman of the meeting shall have a second or casting vote.

Show of Hands

Voting at a meeting of members shall be by show of hands except where a ballot is demanded by a member or proxy holder entitled to vote at the meeting, or where required by the chairman of the meeting. A ballot may be demanded either before or after any vote by show of hands.

Upon a show of hands, every person who is present and entitled to vote shall have one vote. Whenever a vote by show of hands shall have been taken upon a question, unless a ballot thereon be required or demanded, an entry in the minutes of a meeting of members to the effect that the chairman of the meeting declared a motion to be carried is admissible in evidence as prima facie proof of the fact without proof of the number or proportion of the votes recorded in favour of or against the motion.

A demand for a ballot may be withdrawn at any time prior to taking of a poll on the ballot.

Ballots

If a ballot is demanded or required, the vote upon the question shall be taken in such manner as the chairman of the meeting shall direct, and each person present and entitled to vote at the meeting shall, unless the articles of the Corporation otherwise provide, be entitled to one vote.

Adjournment

The chairman of any meeting of members may, with the consent of the meeting and subject to such conditions as the meeting may decide, adjourn the same from time to time and from place to place.

If a meeting of members is adjourned for less than thirty (30) days it is not necessary to give notice of the adjourned meeting other than by announcement at the earliest meeting that is adjourned.

If a meeting of members is adjourned by one or more

adjournments for an aggregate of thirty (30) days or more, notice of the adjourned meeting shall be given as for an original meeting.

Any business may be brought before or dealt with at any adjourned meeting which might have been brought before or dealt with at the original meeting in accordance with the notice calling such original meeting.

Resolution in Lieu of Meeting

A resolution in writing signed by all the members entitled to vote on that resolution at a meeting of members is a valid as if it had been passed at a meeting of members except where a written statement in respect thereof has been submitted by a director or where representations in writing are submitted by the auditor of the Corporation, in either case, in accordance with the Act.

Services and Fee Structure

Fee Mandate

The Holyrood Marina Park Corporation relies on the revenues generated from its services and products to fund all its operating and capital expenditures. All invoices are due when rendered, and it is imperative that all monies owing are paid as soon as possible. No further services will be offered to those with invoices outstanding beyond 30 days.

Services

The HMPC marina facility is located at the bottom of Holyrood Bay, and consists of practically all waters within the confines of the harbour breakwater (northern boundary), including piers and breastwork along Refinery Road (eastern boundary) and the breastwork along Byrnes Road (western boundary), and the property on Terra Nova Yacht Club (southern boundary).

- Drop-off areas are located immediately adjacent to the eastern and western breastworks. These areas must not be used for extended parking. Except for the short period during 'drop off', parking is not permitted in these fire lanes adjacent to the breastwork.
- Parking areas are provided along Refinery Road (eastern side of the marina - upper

terrace), as well as at the lay-down area off Byrnes Road (western side of the marina). These are the only areas permitted for use as long term parking.

- Adequate facilities for the storage of garbage are strategically located throughout the property. Tenants shall ensure all garbage is placed in the receptacles in the designated areas of the grounds, and not left on the docks.
- A number of RV overnight dry camping spaces are available along the far western side of the lay-down area, immediately adjacent to the Town of Holyrood gazebo and train car. RV users and campers are required to register with the Marina office.
- Gasoline and diesel fuel retail sales facilities are located at the north western corner of the Marina, adjacent to the Marina office, along the Western breastwork.
- A day-use boat launch facility is located at the southwestern corner of the western breastwork.
- A Marina Office is located on the western lay-down area adjacent to the fuel pumps, and has seasonal staff available to serve marina tenants and all transient users.

HMPC offers the following fee based services to its tenants, the general boating community, and the general public:

- Seasonal (summer and winter) wet berths
- Seasonal (summer and winter) dry berth storage
- Gasoline and diesel retail sales to any and all boaters
- Transient wet berths to non-HMPC members
- Day-use boat launch facilities
- Cradle and trailer management and storage
- RV overnight dry camping

HMPC has the right to allocate and to reallocate space among lessees to ensure maximum utilization of available space, and recognizing special circumstances. Tenants are obligated to follow the direction of HMPC staff or its agents.

All boaters are financially responsible for any damage they commit or cause to any wharf, dock, breastwork, or private property thereon. This includes any debris of garbage that may have been left onsite.

Cradles, trailers and other gear shall be removed from the grounds immediately after the annual haul

out or launching, at the expense of the members concerned. Should materials be left beyond a period of 30 days, they may be disposed of by HMPC without notice, and at the expense of the owner.

Seasons

The Holyrood Marina Park Corporation facilities are operated on a seasonal basis:

- The summer season is May 01 to October 15
- The winter season is Oct 16 to April 30.

Paid staff will be on site during the summer season only.

During the winter season, members are to contact any member of the Board of Directors for direction and notices. Any issue related to finances should be directed to the HMPC Treasurer.

Lease Agreements

All tenants of the Holyrood Marina Park Corporation must sign separate lease agreements for both wet and dry seasonal (summer or winter) berths.

Lease agreements must be signed at the time the service is provided. However, in the event a tenant either refuses to sign a lease, or is delayed signing a lease agreement, the boat owner will be assumed to be abiding by all aspects of the lease agreement, and is fully responsible to make themselves aware of its contents. Copies of the lease agreement are available either at the Marina Office, or from any member of the Board of Directors.

Fee Schedule

The Holyrood Marina Park Corporation has an approved schedule of fees for all its service and product offerings. Changes to the fee schedule may be adjusted at any time, and at the sole discretion of the HMPC Board of Directors.

A copy of the schedule of fees is available at the Marina Office, is posted on the HMPC website, and is obtainable from any member of the Board of Directors.

See appendix "A" for a typical schedule of fees as in effect at the time of printing of this handbook. The HMPC Board of Directors may change these fees at any time, without notice.

Fee Payment Policy

The Holyrood Marina Park Corporation has adopted a “pay for service” fee policy, and relies heavily on these fees for the daily maintenance of the marina, and the procurement of capital funding. Consequently, it is imperative that all user fees are paid promptly.

All fees are non-refundable.

All fees are due when rendered. Only seasonal berth fees will be invoiced. All other fees and purchases will be on a ‘non-credit’ basis only. **Summer wet and dry berth fees are due May 01, and winter wet and dry fees are due October 16.**

Seasonal fees will not be prorated.

Accounts not paid in full within 30 days of issue will be subjected to a late payment fee of 2% per month (24% per annum) on all outstanding balances. No further services will be rendered until all outstanding fees, including late payment fees, are paid in full. All payments received will be applied against the oldest outstanding charges on an account.

Outstanding Fees

All outstanding fees, including late payment fees, must be paid before further services will be extended to members and clients.

Seasonal fees that are not paid when due could result in withdrawal of those and other services, unless alternate arrangements have been agreed to by HMPC.

In the case of wet or dry berths, the boat owner may be required to remove their boats and cradles from HMPC property, and the berth assigned to another member or client.

A waiting list for wet berths is maintained based on the date a paid application was received.

For a member losing their berth due to non-payment of fees, they must submit a new berth application, along with the posted application fee, and thereby move to the bottom of the waiting list. All outstanding fees, including late payment fees, must be paid in advance of acceptance of the berth application.

Statements of accounts will typically be issued at the end of each calendar month for all outstanding account balances.

First Notice

The first statement received with **any balance** that is past due will be considered “First Notice”, and the tenant is expected to settle their entire account in full within 5 calendar days of the first past due date.

Second Notice

The first statement or notice received with a balance that is more than 10 days past due will be considered “Second Notice”, and the tenant is expected to settle their entire account in full within 5 calendar days. If the account is not settled within the prescribed period, Marina privileges will be suspended until the over-due amount, including all late payment fees, is paid in full. Over-due accounts that have reached “Second Notice” will be reported to the Board of Directors.

Third Notice (Eviction)

Where a tenant has been issued a “Second Notice” and has failed to comply, the tenant shall be given a “Third Notice”. This letter of notice shall request immediate payment of the entire account within 5 calendar days, including late payment fees. If payment in full is not received within 5 calendar days, marina services will be terminated, and the tenant will be asked to remove any and all of their property from HMPC facilities. The berth will then immediately be reassigned to the next person on the waiting list. **The latest date HMPC will wait for full payment of fees prior to reassigning a berth to the waiting list, regardless of reminder notices received, is June 15th.**

For a member losing their berth due to non-payment of fees, they must submit a new berth application, along with the posted application fee, and thereby move to the bottom of the waiting list. All outstanding fees, including late payment fees, must be paid in advance of acceptance of the berth application.

Outstanding accounts in receipt of a third notice, and who have failed to issue payment in full may be forwarded to a collection agency. Additionally, a lien may be filed against their boat.

Tenants expelled for non-payment of fees will not be permitted to use ‘any’ HMPC facilities or services until all outstanding fees are paid in full.

Launch and Haul Out

All boat launching and haul out will be conducted only with the approval of HMPC. It is the responsibility of all tenants to notify HMPC ‘prior’ to launching their boats. This is to ensure that the placement of boats

does not interfere with any activities scheduled by HMPC, or any re-assignments of berth spaces differing from the previous season.

HMPC leases space (dry berths) on the western lay-down area for both winter and dry storage of boats. The Marina Supervisor is the primary contact for space allocation. During off-season, boat owners must contact one of the members of the HMPC Board of Directors.

All tenants 'must' notify HMPC before conducting work on their boats other than work considered to be 'normal' seasonal maintenance. Such notice would be required before construction of temporary shelters or other activities that could potentially interfere with the normal operation of business, including launching and lift-out of other tenants boats.

Dry berth tenants must pay all fees at the time of placement, and they must sign the seasonal dry berth lease agreement if they wish to use the HMPC property for boat storage. In the absence of signing a lease agreement, the boat owner will be assumed to be abiding by all aspects of the lease agreement, and is fully responsible to make themselves aware of its contents.

Marina Office Hours

The HMPC marina facilities are operated on a seasonal basis.

- The summer season is typically May 01 to October 15
- The winter season is typically Oct 16 to April 30.

A Marina Supervisor will be on staff for the duration of the summer season, while members of the Board of Directors will manage the facilities during the winter season.

The Marina Supervisor reports directly to the Board of Directors, and operates the Marina under their direction, and with their authority.

Any concerns that tenants may have with respect to the Marina Supervisor or any other HMPC employee or tenant should be referred to the Board of Directors via any of itis Board members.

Typical hours of operation during the summer season are as follows, however, these times may be varied based on client demand or best business practices. Hours of operation will be posted at the Marina office, as well as on the HMPC website, which is currently www.nfld.net/~hmpc.

- Monday, Thursday and Friday

- Noon to 8:00PM
- Saturday and Sunday
 - 9:00AM to 5:00PM

Quiet Enjoyment

Users have a right to quiet enjoyment in their use of Marina facilities. Boat owners may not maintain anything that may be dangerous to life, or limb, or permit any objectionable noise or odor from his equipment on the Marina premises, or which in any way may tend to create a nuisance or to unreasonably disturb any other user of the Marina. Loud, boisterous, lewd or lascivious conduct is not permitted on Marina property.

Children

A responsible adult must accompany children under 10 years of age, and all children under 12 must wear a personal floatation device while on marina piers. The adult must be close enough to be able to lend assistance.

Policy on the Use of Power Cords

To ensure the safety of all marina tenants, and the general public, the HMPC Board of Directors have adopted the following minimum standard for connecting to any Marina electrical receptacles:

- It shall be a SJOW extra hard usage type; and
- It shall be a minimum of 14AWG, rated for outdoor use - CSA approved

†

These cords should be readily available at most commercial electrical outlets or marine stores. For more information on the rating code, you may wish to visit some of these sites:

- www.interpower.com/ic/NA_Cable_Types.asp
- www.lexproducts.com/catalog/cableAssemblies/np15.htm
- www.noma.com/products_rubber_sjo.shtml

Under no circumstances will cords with current carrying capacity of less than fifteen (15) amps be used.

Members are requested to disconnect shore electrical connections when not aboard their boats for extended periods, especially when away from the boat overnight. The main concern is the fire hazard, however, there is also a strong suspicion of stray

leaking ground currents getting into the water, causing excessive corrosion. Your cooperation is required.

The Marina Supervisor has been instructed to unplug any cords deemed to be left unattended.† Attempts will be made to notify the boat owner, however, the cord may be removed without notice. If a boat owner has an anomaly that requires a temporary variance on this policy, they should contact the Marina Supervisor and/or the Board of Directors for approval.

Electrolysis

Electrolysis is usually caused by direct current produced by a vessel. The Marina provides properly grounded, alternating current to all piers. Tampering with, or changing power supplies is prohibited. Excessive electrolysis damage, receptacles showing excessive wear, or faulty wiring shall be reported to the Marina Supervisor.

Shore tie-cords shall be kept out of the water. Marina approved and matching size twist lock plugs must be used. Through-hull power receptacles shall not have hull bonding straps.

Precautions:

1. Accidental connection to the shore power ground is the single most contributing factor to possible accelerated zinc anode consumption and corrosion damage.
2. A/C (alternating current) equipment aboard the boat should be completely isolated from any D/C (direct current) equipment.
3. Remove both the negative and positive terminals from any 12-volt battery when charging with shore power unless the battery has a built-in isolation transformer.
4. Maintain the existing or install a cathodic protection system.
5. Check zinc anodes annually and replace if consumed.
6. Avoid installing dissimilar galvanic cells.

Boat Moorage

Boat owners are responsible for adequate fendering to protect Marina facilities and adjacent vessels, and for securely mooring their boats with adequate bow, stern and spring lines. No lines shall cross walkways

or be tied to the 4x4 boarding ladder structural members. Boat owners may provide their own bumper material along the dock, provided no tires, carpeting, or other moisture absorbing and retaining materials are used. Acceptable bumper materials would be: Teflon stripping or commercial rubber bumpers. HMPC retains the right to approve the bumpers.

Boat Fuelling Policy

It is the policy of the Holyrood Marina Park to require that fuelling be conducted in a safe manner to minimize loss to facilities and the environment. Mooring on the Fuel Dock for other than fuelling is prohibited.

Self-fuelling of vessels from portable containers (i.e. gas cans or the like) in the Marina, other than at the fuel dock, is prohibited to avoid risk to other vessels and the environment. Self fuelling is not allowed at the launch ramp. Boat owner shall assume responsibility for clean up of any spills.

To ensure boater and staff safety, HMPC has developed the following refuel policy that will be strictly enforced. Refusal to comply with this policy will result in the boater not being served.

- Boat must be properly secured to the pier directly in front of the fuel pumps such that it is held tightly to the breastwork.
- All engines must be shutdown.
- All open flames must be extinguished.
- All heat sources must be shutdown.
- Extinguish all smoking materials.
- The boater is responsible to inform the fuel pump attendant which type of fuel they require (gasoline or diesel).
- The attendant will pass the boater the fuel nozzle, ensuring it is pointing upwards, and only after the boater indicates they are ready to pump fuel will the attendant activate the fuel pumps.
- Fuel nozzle must be attended to at all times
- When the boater is finished refuelling their boat, they will pass the nozzle back to the fuel pump attendant, ensuring that the nozzle is pointing upwards.
- All fuel is sold on a cash basis, meaning it must be paid for immediately via cash, credit card, or cheque. Fuel will not be sold on credit.
- As soon as the purchase has been settled, the boater must move the boat away from the refuelling area.

Marina General Rules and Regulations

These rules and regulations are intended to ensure the safe and enjoyable use of the marina by all tenants and visitors. Non-compliance with these rules and regulations could result in expulsion from the marina, with no refund of fees.

HMPC may make amendments to these rules and regulations, as they deem necessary.

1. Lessees may not sublease or allow boats owned by others in their assigned berths or double berth without HMPC permission.
2. Berth holders / Lessees are to inform the Marina office if they intend to have their boat away from their berth for a week or more.
3. The HMPC reserves the right to use any berth during the temporary absence of a boat.
4. In the event of an emergency, the HMPC reserves the right to move any boat to other mooring places.
5. All berth changes must be approved by HMPC.
6. Lessee warrants that at all times during the term of this Agreement that their boat shall be maintained in a safe and seaworthy condition.
7. The Boat Owner / Lessee is responsible for continued, uninterrupted, berth rent / fees if the Lessee's boat should sink in the berth. Any abandoned boat remains the responsibility of Boat Owner / Lessee, and all rents due HMPC must be paid prior to removal of the Lessee's boat.
8. Children must NOT be left unsupervised within the confines of the Marina. HMPC assumes no responsibility for children that are unsupervised in the Marina.
9. Boat owners will disconnect shore electrical connections when not aboard their boats for extended periods, especially when away from the boat overnight. The main concern is the potential fire hazard, however, there is also a strong suspicion of stray leaking ground currents getting into the water, causing excessive corrosion, and potential

damage to tenants' boats.

10. The dock is for ingress and egress only. The only things permitted on the dock are one dock box and one boarding ladder per berth, as approved by HMPC. Piers must be kept clean, free and clear of stored materials.
11. Boat hoses and electrical cord hook-ups must be kept in good repair, and when left on the dock should be coiled properly out of the way.
12. Refuse must be put in properly designated containers. The throwing of any garbage, trash or refuse in the water is reason for immediate eviction. Do not place garbage alongside the designated container. This will only be an invitation for sea gulls and other birds or animals, and will only create an unsightly mess.
13. Boat owners / Lessee are responsible for the cost of repair of any damages to dock structures and pilings.
14. HMPC designated personnel only shall accomplish alterations or repairs to piers, unless otherwise expressly approved by HMPC.
15. Water is not to be wasted, and each boat owner or operator shall furnish a hose that has a positive shut-off valve at the discharge end. All hoses must have good gaskets to prevent leaking.
16. Dinghies are not to be left unattended on the docks.
17. Oily bilge water is not to be discharged overboard in the Marina.
18. All boats with living quarters or upon which people reside shall be self-propelled, seaworthy and capable of moving under their own power, except with exception and approval of HMPC.
19. The HMPC will NOT be responsible for any damages done during shipment and / or movement of cradles on and off HMPC property.
20. Cradles on HMPC property may be removed by the HMPC at the expense of the boat owners, unless notified otherwise by boat owner before or on lift-out day.
21. Pets are permitted only if they DO NOT

disturb others. Pets must be kept on a leash and under control at all times. Owners are responsible for cleaning up after pets. Non-compliance will result in the owner not being permitted to have any pets within the Marina.

22. Boat owners, Captains, their crew or guests are cautioned to be considerate of others. Discourteous conduct or disorder that might injure a person, cause damage to property, disturb other tenants or harm the reputation of the Marina will not be tolerated, and the lease agreement of those held responsible for such actions will be terminated immediately.
23. Boats moving under power in the confines of the Marina must move at idling speeds or the posted speed limits.
24. All vehicles owned by, or in the control of a Boat Owner, Lessee, and/or their guests shall be parked in the designated parking area (top terrace), and must be removed immediately upon the Marina's request. The lower terrace is for loading and off loading ONLY.
25. All vehicles owned by, or in the control of a Boat Owner, Lessee, and/or their guests shall be parked in the designated parking area of the western marina lay-down area. The area immediately adjacent to the breastwork and walkway is for loading and off loading ONLY, and must be removed immediately upon the Marina's request.
26. Any vehicle that is left unattended on the lower terrace may be removed by HMPC at

the expense of the Boat Owner or their guests.

27. Boats are not to be lifted without the prior approval of HMPC.
28. Vessels should have a minimum of two bowlines and two stern lines. Side berthed vessels should have two additional spring lines.
29. It shall be the Lessee's responsibility to ensure that the mooring lines are of sufficient size, strength and condition to secure the Lessee's boat, but in no case shall the mooring lines be less than the following:
 - a. Under 18 feet ñ 1/2 ' triple strand or 3/8 ' double braid;
 - b. 18 to 25 feet ñ 5/8 ' triple strand or 1/2 ' double braid;
 - c. 25 to 35 feet ñ 3/4 ' triple strand or 5/8 ' double braid;
 - d. 35 feet & up ñ 1 ' triple strand or 3/4 ' double braid;
30. HMPC does not permit the transporting of gasoline or diesel fuels over piers while the marina has a refuelling service provided by the Marina.
31. All dry berths are to be kept clean and tidy. All refuse must be picked up by Boat Owners / Lessee after boat launch, to the satisfaction of the Marina Custodian. If clean up by HMPC is necessary, any resulting expenses will be charged to the Boat Owner / Lessee.

A NON TECHNICAL EDUCATION ON BOAT ELECTROLYSIS

Whenever different metals are placed in a conductive liquid you create a battery. If you connect these pieces of metal together, current will flow. The current will be removing metal from one of the metal pieces = "electrolysis". If this piece is the zinc in your flashlight battery that is good, but if one of the pieces is your propeller it is bad.

The zincs you use on a boat are called "Sacrificial Anodes". Zinc is used because it has a higher voltage in the water so the current will be more inclined to flow from it than from your propeller. To complete the electrical circuit, the zincs must be connected to the items they are intended to protect. Usually this is no problem because the zinc is bolted right to the shaft or underwater housing. Non metal boats will usually have a copper bonding wire inside that connects all the underwater metal items together so they all share the protection from zinc anodes. Since engines use the metal frame as the negative battery connection and the engine is connected to the prop shaft, the engine and the negative side of your 12 volt system are also part of this bonding connection. This bonding wire is usually connected somewhere to the rigging. This is not for electrolysis protection but for some protection from lightning strikes to conduct it into the water through the items connected together.

If other currents are allowed to get into this bonding circuit they can easily overpower the small voltage available from your zincs and defeat the protection you need. This is usually the most destructive form of electrolysis and you notice it because your zincs get eaten up very quickly trying to keep up. Under normal circumstances, zincs should last at least a year if they are working normally, and much longer if you don't have any problems. If they are being "sacrificed" in a shorter period you need to find where the external current is getting in.

The most common source of this external current is the shore power connection, especially the ground lead. Docks are notorious for bad wiring, and often the ground lead is not connected to ground, is connected to the neutral, is being used for carrying current to a mis-wired boat, and all other sorts of problems. So the ground lead should never be directly connected to the ground bonding system we talked about earlier. The purpose of the shore power ground lead is to provide a return path for current if there is a short circuit or power leakage from an appliance or the wiring on the boat. You don't want it to connect all the underwater items on your boat to the underwater items on all the other boats and the

dock because now your zinc is trying to protect everyone else too.

Unfortunately it is not always possible to keep the circuits separate due to interconnections such as shore power chargers. There are a number of ways to separate the shore power ground from the boat's underwater bonding system. The preferable and safest way is to use a galvanic isolator to introduce a 1.2 volt insulator in the circuit. This is enough to isolate most galvanic voltages but it will still conduct electrical faults and keep the boat safe in the event of a ground fault in the wiring or in an appliance. The galvanic isolator must be rated for the size of your shore power circuit.

If you can't afford an isolator, then the next best choice is to disconnect the two circuits so electrolysis currents can't flow. You will still have a solid ground connection on all the devices being operated on the AC power but this ground will not be connected to the boat underwater items or the 12 volt negative.

Keep in mind that this approach involves an increase in the danger level if there is an electrical fault. There is a possibility that if a short circuit develops somewhere between the AC supply and the 12 volt system, it will not trip the circuit breaker and leave things like the engine block and DC equipment alive. If you take this route it is important to make sure your rigging is NOT connected to the bonding circuit as this could theoretically put dangerous voltages on the rigging.

TESTING FOR CONNECTIONS BETWEEN THE SHORE POWER GROUND AND BOAT GROUND

Disconnect (unplug) the shore power. Plug in and switch all shore power items on. (Make sure your inverter is off if you have one.) Use an ohmmeter to measure the resistance from each of the pins in your shore power inlet to the negative bonding system. All should be greater than 1 million ohms although readings as low as 100,000 ohms are not uncommon due to salt and moisture.

If the reading is low you need to find where the connection is and correct it. Unplug items one at a time until you find the culprit. **MAKE SURE THAT THE SHORE POWER GROUND HAS NOT BEEN CONNECTED TO THE BOAT GROUNDING SYSTEM ANYWHERE.** Unplug your battery charger and measure resistance from each of its power cord pins to the 12 volt outputs. All should be greater than 10 megohms. Check any other items that connect between the 120 volt system and the 12 volt system or engine frame, or anything grounded to the battery.

Check amplified antennas which might be grounded to the rigging and be grounded by the coaxial cable to the TV or VCR.

If you have any other connections to shore (telephone, cable TV), do the same test on them - disconnect from the dock and measure from incoming connections to your boat ground system. When you have removed all connections from your underwater metal items to the shore connections you are well on the way.

FURTHER TESTS

You can also disconnect the ground lead in the shore power connection of the boat you are checking. Measure the AC voltage, the DC voltage and the DC current between the ends of the ground circuit after disconnecting.

If the AC voltage is above one volt while the shore power breaker is on but disappears when the breaker is off, then there is AC leakage on the boat. You can usually track it down by turning off shore power items on the boat one at a time to find the culprit. Once isolated it should be repaired or replaced. If all appliances are off but it still comes and goes with the shore power breaker, then it is leakage in the AC wiring. Check the shore power connectors, all junction boxes, outlet boxes, light fittings, breaker panels etc., to look for dampness or corrosion.

If the DC voltage is below 1 volt, a galvanic isolator will provide the protection you need. If the DC voltage is above 1 volt you have a serious problem that may not be solved with a galvanic isolator. First check that the DC source is not coming from the boat by disconnecting all 12 volt DC sources on the boat either at the battery positive terminals, or with a main switch, but check that the main switch is actually disconnecting everything. Sometimes there are circuits like bilge pumps and alarms that are intended to remain on even when the main switch is off. If removing all sources eliminates the DC voltage, then reconnect and subsequently remove DC loads one at a time until you find the culprit. Once isolated it should be repaired or replaced.

If the DC voltage is still above 1 volt after disconnecting all on board DC batteries and chargers, then the DC must be coming from the dock ground. This is probably being introduced by faulty wiring in another boat connected to the common dock ground that is feeding down the ground line to all the other boats. The best way to isolate this problem is to wait until the other owners are away, or liveaboards have gone to work, and disconnect their shore power cords (after first turning off the dock breaker) one at a time until the voltage goes away. Please remember to replace them and restore power

as you go. Having isolated the culprit, you have a public relations problem to convince the owner that he is not only risking damage to his own boat, but to all the other boats on the dock. Showing how disconnecting their shore power cord makes the DC voltage reading go away should convince them.

The DC current should be below 20 milliamps, +/- depending on the size and type of boat. Significantly higher readings indicate active galvanic action. Compare this reading to the current flowing with a galvanic isolator in the ground circuit to verify that it is providing protection.

There are other sources of electrolysis that you can't correct. The boats each side of you in the marina may be connected together through the dock ground lead and one may be eating up the zincs rapidly on the other. If your boat sits between them, this current may take a short cut by going in an item near one boat, and exiting via your zinc near the other. This will eat up your zinc too even though you are not connected to them. The best solution here is to use zinc fish while you are at the dock. They are large lumps of zinc, often cast in the shape of a fish, that are cheaper and easier to replace than the zincs on your shaft.

The "fish" come with a copper wire already attached that is also used to hang them in the water. They have an alligator clip on the end of the wire and this should be connected to the negative bonding circuit on your boat. If it is not conveniently available in the cockpit in the vicinity of the prop, you might consider installing a stainless bolt for clipping it to, with the head of the bolt inside the deck connected to the negative bonding system. Clipping it to the shrouds or railing will only work if somewhere on the boat the shrouds are connected to this boat negative bonding system.

Metal boats are more of a concern because if electrolysis eats a hole in your hull you can sink. Protection on metal boats depends on coating the hull with an epoxy insulator to minimize the amount of metal connecting to the water. Zincs are then placed all round to provide protection from places where the coating has failed and for unpainted underwater items. There are electronic devices that use your 12-volt battery to inject current into the water just like the zincs do, to protect your metal boat. I personally have had some very bad experiences with these and highly recommend you throw them overboard. Although they can provide protection when they are working, the potential for disaster if they fail is not worth the saving in cost of a few zincs, which you have to install anyway in case the 12 volt supply is not available. Even when working correctly, I find the chlorine generated at the electrodes can eat up your underwater paint job.

Appendix "A"

Schedule of Fees as of May 09, 2007

Billing Item	Approved Rate	Notes
HMPC Membership	\$5.00	Required to obtain a summer or winter wet berth
Wet Berth: Summer Winter - HMPC member Winter - Non HMPC member	\$15.81 per foot + HST \$2.00 per foot + HST \$15.81 per foot + HST	Based on boat LOA plus six feet
Dry Storage: Summer Winter - HMPC member Winter - Non HMPC member	\$10.00 per foot + HST \$2.00 per foot + HST \$10.00 per foot + HST	Based on boat LOA
Boat Launch Ramp: Annual Daily Weekly	\$65.79 + HST \$8.77 + HST \$50.00 + HST	Unlimited summer season usage for a single boat Single day usage for a single boat Unlimited usage within a single week for a single boat
Electrical: Summer - 110V Summer - 220V Summer - Excess Usage Winter	\$60.00 + HST \$120.00 + HST Cost recovery 1.5 times meter cost	Per boat Per boat Shared by all users on that electrical panel Billed monthly, equally divided among meter users
Boat Trailer Storage (Summer)	\$60.00 per year + HST	One trailer per member
Cradle Management	\$60.00 per year + HST	Two moves for a single cradle
Transient: Wet Berth Electrical	\$13.16 + HST per night \$4.39 + HST	Based on per boat Per boat per night
Fuel - Gasoline and Diesel	Variable	Based on procurement price
Recreation Vehicles: Daily Weekly Electrical - Daily	\$8.77 + HST \$61.40 + HST \$4.39 + HST	Based on one RV unit for one overnight period Based on one RV unit for contiguous seven days Based on one RV unit for one overnight period

Summer Season May 01 to October 15

Winter Season October 16 to April 30

NOTE: The term LOA is meant to reflect the overall space consumed by the boat, which includes any extensions such as bow spits, boat anchors, dingy davits, swim boards, etc.

(Fees are subject to change)