

# **Belwood Lake Sailing Club**

## **By-Laws**

### **1. Name**

1.01 This club shall be known by the title of **Belwood Lake Sailing Club** referred to as the club.

### **2. Membership**

2.01 Membership in the Club shall be available to anyone, subject only to the conditions set forth in the by-laws.

#### **2.02 Admission**

A member shall be any person who shall have paid the requisite membership fee. The fee shall be paid by a date set out in the club regulations. Any member failing to pay the fee by the stated date shall be suspended from Club activities until payment is received. Suspension from activities shall not relieve a member from his/her responsibility to pay the full fee.

2.02.1 If by the end of the succeeding fiscal year a member has not renewed his/her membership, then this membership will be considered ended. If the ex-member's boat, trailer and equipment are not removed from the Club's premises at this time, then they will be considered to be abandoned. The Club Directors will request the ex-member by registered mail to remove his/her boat, trailer, and equipment within 30 days of this notice. If the above are not removed by this date, then the club reserves the right to remove the ex-member's boat, trailer and equipment to a location off the Club's premises. If the ex-member is not located, such removal can be carried out without notice.

#### **2.03 Membership Classes**

1. A Full Membership consists of a person 18 years of age or over or a family consisting of husband and/or wife and their dependents, if any, who launch and sail a craft from the club. Dependents are defined as the member's children under 18, or under 22 if full time students.
2. A Junior Membership is a person under 18 years of age, or under 22 and a full time student, who is not a dependent of a Full Member and who owns a craft, which is launched from the Club site. The membership for a Junior member shall be 50% of the fee for a Full Member.
3. An Associate Membership is a person, regardless of age, who does not own a craft, which is launched from the Club site. The membership fee shall be 50% of the fee for a Full Membership. All new associate membership requests must be proposed at a meeting of the Club Directors.
4. A Life Membership may be awarded at the discretion of the Club Directors as a reward for exemplary service to the Club. Life members are considered to be full members of the Club, with all rights and privileges, including the right to serve as a Director. Life Members pay no fee, and hold their membership for life. Criteria for Life Memberships are: age plus years of membership to be at least 90, and there should have been the performance of some extraordinary service to the Club.

#### **2.04 Resignation**

Any member may withdraw from the Club by written resignation to the Secretary. There shall be no refund of fees in whole or in part to any resigned member. This includes Life Members.

### 2.05 Transfer

Membership is not transferable. A member's pecuniary interest shall cease at resignation or termination of membership or death.

### 2.06 Voting Member

A voting member shall be any person who is a paid up member excluding dependents of a Full Membership. A Full Membership shall be entitled to two votes. A Junior Membership shall be entitled to one vote. An Associate Membership shall be entitled to one vote. A voting member includes Life Members who shall be entitled to two votes, except in the case of a couple who have both been awarded life memberships. In this case they shall be entitled to two votes between them.

## 3. Executive

3.01 In accordance with the Corporations Act there shall be at least eight directors and not more than twelve.

The property and affairs of the Club shall be managed by the Board of Directors, which may be commonly known as the Executive.

They shall be elected at the Annual General Meeting by the voting members to fill each of the offices designated in 4.01.

3.02 Only paid up members or life members of the Club shall be elected, appointed or allowed to remain as Directors.

### 3.03 Term of Office

The term of office of the Directors shall be from the 1st day of November following the Annual General Meeting at which they were elected until the 31st day of October of the following year or until their successors are elected or appointed.

3.04 An office normally shall not be held by the same member for more than two consecutive terms. A member shall not be a Director for more than 5 consecutive terms.

### 3.05 Vacancies

Resignation as a Director may be made in writing delivered to the secretary or upon cessation of membership in the Club. Vacancies so created must be filled by the remaining Directors by resolution. The new Director shall be appointed from the members for the remainder of the term.

### 3.06 Committees

The Directors may from time to time establish such Committees as they deem necessary and the Chairman thereof shall be appointed by the Directors. The Chairman of a committee shall not vote at Directors Meetings unless he/she is a Director.

3.07 Any Director who fails to fulfill the duties of office or fails to conduct himself/herself as befits the office, may be removed from the office by resolution. The Director in question having been advised of such failure and having failed to correct such default, shall be required to give explanation at a meeting of the Directors. The remaining Directors shall have the power to remove the Director by unanimous vote. The Directors must be prepared to justify their actions to the general membership.

## 4. Officers

4.01 The officers shall be:

Commodore,  
Vice Commodore - Fleet  
Vice Commodore - Facilities  
Treasurer  
Secretary  
Race Captain  
Supply Captain  
Maintenance Captain  
Publicity Captain  
Social Captain

They shall conduct the activities of the Club within the scope assigned to each office.

4.02 Commodore

- a. Shall be the Chief Executive Officer of the Club.
- b. Shall have been a Director of this or other similar club.
- c. Shall be the Chairman at meetings of the General Membership and of the directors.
- d. Shall submit recommendations to the Membership for discussion and approval.
- e. May co-sign cheques issued by the Club if designated as a co-signer by the Executive.
- f. Shall submit a report to the Annual General Meeting summarizing the events of the past year.
- g. Shall be responsible for liaison with associated organizations.
- h. Shall be responsible for the enforcement of the club's regulations and by-laws.

Upon completion of term of office the Past Commodore shall be extended a standing invitation to attend meetings of the incoming executive in a non-voting capacity.

4.03 Vice Commodore - Fleet

- a. Shall co-ordinate all phases of racing, training, and safety.
- b. Shall be responsible for the co-ordination of insurance claims laid by the club.
- c. Shall supervise the use of the mooring and docking facilities.
- d. Shall be vested with all the powers and shall perform all the duties of the Commodore in the absence or temporary inability of the Commodore to fulfill those duties.
- e. May co-sign cheques issued by the Club if designated as a signing authority by the Executive.
- f. Shall perform other duties as assigned by the Directors.

4.04 Vice Commodore - Facilities

- a. Shall co-ordinate all equipment purchases, construction and maintenance of shore facilities.
- b. Shall co-ordinate shore-based activities.
- c. Shall ensure that there is at all times first-aid, lifesaving, fire fighting and rescue equipment in serviceable condition.
- d. May co-sign cheques issued by the Club if designated as a signing authority by the Executive.
- e. Shall perform other duties as assigned by the Directors.

#### 4.05 Racing Captain

- a. Shall be responsible for all phases of racing including establishing racing schedules, conducting races and keeping associated records.
- b. Shall co-ordinate any racing-training programs.
- c. Shall assist the Vice Commodore - Fleet in his/her duties and shall perform other duties as assigned by the Directors. In the absence of the Vice Commodore - Fleet, the Racing Captain shall perform the respective duties and exercise the respective powers of the Vice Commodore - Fleet.
- d. May co-sign cheques issued by the Club if designated as a signing authority by the Executive.

#### 4.06 Supply Captain

- a. Shall be responsible for the acquisition of all supplies.
- b. Shall assist the Vice Commodore - Facilities in her/his duties and shall perform other duties assigned by the Directors.
- c. In the absence of the Vice Commodore - Facilities, the Supply Captain shall perform the respective duties and exercise the respective powers of the Vice Commodore - Facilities.
- d. Shall assist the Social Captain with the organization and co-ordination of all activities of a social nature.
- e. May co-sign cheques issued by the Club if designated as a signing authority by the Executive.

#### 4.07 Maintenance Captain

- a. Shall be responsible for the routine maintenance of all Club facilities and equipment.
- b. Shall assist the Vice Commodore - Facilities in his/her duties.
- c. May co-sign cheques issued by the Club if designated as a signing authority by the Executive.
- d. Shall perform other duties assigned by the Directors.

#### 4.08 Publicity Captain

- a. Shall be responsible for editing, layout and production of the Club's newsletter.

- b. Shall be responsible for all general publicity, promotion, and advertising of the Club and its programs.
- c. Shall be responsible for publishing proper notification of all meetings of the membership through the newsletter.
- d. Shall be responsible for liaison with the news media.
- e. May co-sign cheques issued by the Club if designated as a signing authority by the Executive.

#### 4.09 Secretary

- a. Shall be the official recording clerk of the Club and the Custodian of all its records excepting those specifically assigned to others.
- b. Shall prepare minutes of all meetings for approval.
- c. Shall preserve files of all Minutes of Meetings of the Directors and General Membership, legislation and other such matters of record as may be of permanent value.
- d. Shall conduct correspondence in the name of the Club under the direction of the Directors.
- e. May co-sign cheques issued by the Club if designated as a signing authority by the Executive.

#### 4.10 Treasurer

- a. Shall collect all monies due and payable to the Club or received by it in carrying out any Club activity. Shall hold all monies and securities in the name of the Club as directed by the Directors.
- b. Shall keep a true record of all monies and securities received and dispersed.
- c. Shall be responsible for the issue of all cheques for payment of authorized expenditures.
- d. May co-sign cheques issued by the Club.
- e. Shall be designated as a signing authority by the Executive.
- f. Shall maintain an inventory of all properties held by the Club.
- g. Shall be prepared to report at the request of the Membership at any meeting and at the Annual General Meeting the state of the finances of the club.
- h. Shall submit the books for audit annually.
- i. Shall be responsible for the Club membership list which shall include each member's name, address, telephone number, class of boat, class of membership and current Club boat identification number.

#### 4.11 Social Captain

- a. Shall be responsible for making all the arrangements for the Annual General Meeting and the Spring General Meeting.
- b. Shall be responsible, with the assistance of the Supply Captain, for the organization and co-ordination of all activities of a social nature.

- c. May co-sign cheques issued by the Club if designated as a signing authority by the Executive.
- d. Shall perform other duties as assigned by the Directors.

## 5. **Meetings of the Directors**

- 5.01 The Directors shall meet as required but not less than three times throughout the year.
- 5.02 Meetings of the Directors may be held at any time at the call of the Commodore or at the request of any six Directors.
- 5.03 Notice of all meetings of Directors shall be given by the Secretary to each Director at least two days prior to the date of the meeting. No notice is required if all Directors are present or if absent Directors have waived their right to notice.
- 5.04 A quorum for Meetings of the Directors shall be two thirds of the directors.
- 5.05 Each Director shall be entitled to only one vote.
- 5.06 All questions proposed for consideration by the Directors shall be determined by a majority of votes cast. In the event of a tie, the motion shall be deemed to have been defeated.
- 5.07 Chairmen of Committees, who are not Directors, have the right to attend Meetings of the Directors pertaining to their business, but they shall not vote.

## 6. **Meetings of Members**

- 6.01 The Annual General Meeting shall be held in October at a place to be determined by the Directors. Written notice thereof shall be sent to all members at least 10 days before the day fixed for such meeting. The agenda shall be included with such notice and the Elections of Directors shall take place at this meeting. In addition, a pro tem projected budget for the ensuing calendar year shall be presented by the Directors.
- 6.02 There shall be no less than two General Meetings per year including the Annual General Meeting.
- 6.03 Other special meetings of the members may be called at any time by decision of the Directors, the Commodore, or by petition of ten percent of the Members in writing to the Secretary. Notice shall be as in by-law 6.01. The special General Meeting shall be held within thirty days of the presentation of such petition.
- 6.04 At all General Meetings, every motion shall be determined by a majority of votes unless otherwise specifically provided by the Corporation Act or by these by-laws. The Chairman shall have one vote. In the event of a tie, the motion shall be deemed to have been defeated.

## 7. **Nominations and Elections**

- 7.01 The Directors shall establish a Nominating Committee consisting of:
  - Two representatives from the general membership.
  - One director appointed by the executive.
  - The Commodore shall not be a member of the Nominating Committee.
- 7.02 The Nominating Committee shall present at least one nominee for each office.

7.03 All other nominations shall be in writing, signed by the nominee and at least one other Club member.

7.04 Where possible, and before voting takes place, the nominees shall be introduced to the meeting.

7.05 The elections shall be conducted by secret ballot.

7.06 The election shall be carried out by office in the same order as 4.01.

7.07 All nominees, who have not been elected, shall be included in the ballot for successive offices, if they consent to serve them.

7.08 The ballots shall be counted by three scrutineers consisting of a Past Commodore and two members of his or her choice.

## 8. **Finance**

8.01 The Directors shall be responsible for all financial statements. Financial statements must be approved at a Meeting of the Directors prior to presentation to the General Membership.

8.02 The Directors shall prepare a budget and present it to the members for approval at the first General Meeting of the fiscal year. The budget shall give an itemized account within the following categories:

Expected Number of Members,  
Proposed Fees,  
Total Income,  
Operating Expenses,  
Capital Expenses,  
Balance.

The Directors may budget for a deficit only if and to the amount authorized by the members.

8.03 All payments of expenses incurred on behalf of the Club must be approved by the Directors.

8.04 All cheques must be signed by two of the designated signing authorities. The Board of Directors shall designate by resolution who shall be signing officers from among the Board members. One of these shall be the Treasurer. There should be at least two and up to four designated signers.

8.05 A member may be paid for time spent on Club activities only with the unanimous approval of the Directors.

8.06 The fiscal year of the Club shall end on the 30th day of October in each and every year.  
(amended Spring 1999)

8.07 The Directors shall appoint an Auditor annually. The auditor may be a club member but not a director of the club.

## 9. **Discipline**

9.01 The directors shall establish, as necessary, a Disciplinary Committee consisting of three members who are not Directors. This committee shall make recommendations on disciplinary action after a hearing upon the conduct which is considered detrimental to the Club and/or infractions of the Club rules. Any complaint shall be brought in writing by any Club member.

9.02 Notice of and reasons for the hearing must be given by registered mail posted at least ten days prior to the hearing to the member or members concerned.

9.03 After the hearing, the committee shall submit its written decision to the Commodore for appropriate action. The committee may recommend to the Commodore, suspension of the member or members from Club privileges for a maximum of one month. There shall be a right of appeal to the Directors.

9.04 In the case of extreme misconduct, membership shall be terminated upon a vote of two-thirds of the members present and voting as a special meeting duly called for that purpose. There shall be no refund of fees in whole or in part to any expelled member.

## 10. **General**

### 10.01 Head Office

The Directors may change the location of the head office of the Club within the place in Ontario designated by the Letters Patent by special resolution.

### 10.02 Risks

The Club shall not be responsible for any injury, loss or damage incurred on the way to, from, at or during any Club activity. Participation in any manner in a Club activity shall be at the participant's sole risk whether the participant be a member or a guest.

### 10.03 Contracts

Contracts, documents or other instruments in writing which require the signature of the Club shall be signed in the first instant by the Commodore and the Treasure of the Club. In the absence of either one or both, such instruments shall be signed by one or both of the Vice Commodores. Two signatures are required.

### 10.04 Indemnification

All Directors shall be indemnified and saved harmless out of the funds of the Club from and against all cost, charges and expenses whatsoever which a Director may sustain or incur in or about any action, suit or proceeding which is brought, commenced or prosecuted against him/her, or in respect of any act, deed, matter or thing whatsoever, made, done or permitted by him/her, in or about the execution of the duties of his/her office except such costs, charges or expenses as are occasioned by his/her own willful neglect or default.

### 10.05 Conduct of Meetings

The procedure at all meetings shall be conducted in a recognized parliamentary manner and governed by Robert's Rules of Order where these are not in conflict with these by-laws.

### 10.06 Right To Relocate Boats

The Executive reserves the right to relocate boats at the clubsite, after discussion with and the approval of the member concerned, if practical.



11. **Amending the By-laws**

The by-laws may be amended at any General Meeting by a two-thirds majority of those present and entitled to vote. Notice of amendments of the by-law shall be given in writing with the notice calling the meeting. Amendments of the by-laws shall not infringe the legislation under which the Club is incorporated.

12. **Regulations**

12.01 The Directors shall be empowered to make regulations governing the conduct of the affairs of the Club excluding financial matters. The regulations shall carry the same force as the by-laws until they are adopted as by-laws or rescinded at a meeting of the members or withdrawn by the Directors.

12.02 All Club regulations are subject to review.

**REGULATIONS**

1. Members' dues are to be paid by May 31st each year.
2. No member may launch, moor or tie to the dock or dry sail at the Lake Belwood site, a boat longer than 6.4 meters (21ft L.O.A.)
3. The number of regattas, involving visiting fleets, held at the club in any one year is limited to five. This does not include the Wellington Cup.