

Belwood Lake Sailing Club By-Laws

1. Name

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

2. Membership

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

2.2 Admission

A member shall be any person who shall have paid the requisite membership fee and completed the membership form including the acknowledgement of risk of membership as required by the GRCA. The fee shall be paid by a date set out in the club policies. 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 their responsibility to pay the full fee.

2.2.1 If by the end of the succeeding fiscal year a member has not renewed their membership, then this membership will be considered ended. If the ex-member's craft, trailer and/or 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 their craft, 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 craft, trailer and/or equipment to a location off the club's premises or to sell the ex-member's craft, trailer and/or equipment. If the ex-member is not located, such removal or sale can be carried out without notice.

2.3 Membership Classes

2.3.1 A full membership consists of a person 18 years of age or over or a family who launch and operate a craft from the club.

2.3.2 A junior membership is a person under 18 years of age, or under 25 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 per cent of the fee for a full member.

2.3.3 An associate membership is a person, regardless of age, who does not own a craft, which is stored at the club site. The membership fee shall be 50 per cent of the fee for a full membership.

2.3.4 A Life Membership may be awarded at the discretion of the club Directors as an acknowledgement 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

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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 the performance of some extraordinary service to the club.

2.4 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.

2.5 Transfer

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

2.6 Voting Member

A voting member shall be any person who is a paid up member and present at the meeting. Each member is entitled to one vote.

3. Executive

3.1 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 4.1.

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

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

3.4 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 may be appointed from the members for the remainder of the term.

3.5 Committees

The Directors may from time to time establish such Committees as they deem necessary and the Chair thereof shall be appointed by the Directors. The Chair of a committee shall not vote at Directors meetings unless they are a Director.

3.6 Any Director who fails to fulfill the duties of office or fails to conduct them self 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

4.1 The officers shall be:

Commodore
 Vice Commodore - Fleet
 Vice Commodore - Facilities
 Race Captain
 Supply Captain
 Maintenance Captain
 Cruising Captain
 Social Captain
 Secretary
 Treasurer
 Membership Captain

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

4.2 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 Chair 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 co-ordination of insurance claims laid by the club.
- i. Shall be responsible for the enforcement of the club's policies 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.

4.3 Vice Commodore – Fleet

- a. Shall supervise the use of the mooring and docking facilities and swim platforms.
- b. 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.
- 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.

4.4 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, firefighting and rescue equipment in serviceable condition.
- d. Shall maintain an inventory of all properties held by the club.
- 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.

4.5 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 all phases of racing, including training and safety related to racing.
- c. Shall assist the Vice Commodore - Fleet in their duties and shall perform other duties as assigned by the Directors.
- d. 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.

- e. May co-sign cheques issued by the club if designated as a signing authority by the Executive.

4.6 Supply Captain

- a. Shall be responsible for the acquisition and inventory of all supplies.
- b. Shall assist the Vice Commodore – Facilities and Fleet in their 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.

4.7 Maintenance Captain

- a. Shall be responsible for the routine maintenance of all club facilities and equipment.
- b. Shall assist the Vice Commodore - Facilities in their 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.

4.8 Cruising Captain

- a. Shall be responsible for coordinating all cruising activities. Shall coordinate safety programs for cruising, as required.
- b. Shall work with Social and Supply Captain to coordinate social events.
- c. Shall work with VC Fleet on the use of mooring and docking facilities and swim platforms.
- d. May co-sign cheques issued by the club if designated as a signing authority by the Executive.
- e. Shall perform other duties assigned by the Directors.

4.9 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 and shall be responsible for ensuring proper notification of all meetings to the membership.
- 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.
- f. Co-ordinate annual review of the club by-laws.
- g. Shall perform other duties assigned by the Directors.

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 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.
- g. Shall submit the books for audit annually.
- h. Shall perform other duties assigned by the Directors.

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 and/or Cruising 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.

4.12 Membership Captain

- a. Shall be responsible for the club membership records which shall include each member's name, address, phone number, email address, class and description of craft, class of membership and current club membership number.
- b. Shall be responsible for managing and updating the club membership records.
- c. Shall receive all membership applications.
- d. Shall work with the treasurer on matters of fees and membership records.
- e. Shall issue items associated with membership including keys, membership number, lockers and craft parking.
- f. Shall be responsible for communicating with members, general public and media in support of the club's activities.
- g. May co-sign cheques issued by the club if designated as a signing authority by the Executive.
- h. Shall perform other duties assigned by the Directors.

5. Meetings of the Directors

5.1 The Directors shall meet as required but not less than three times throughout the year.

5.2 Meetings of the Directors may be held at any time at the call of the Commodore or at the request of any six Directors.

5.3 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.

5.4 A quorum for meetings of the Directors shall be two thirds of the directors.

5.5 Each Director shall be entitled to only one vote.

5.6 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.

5.7 Chairs of Committees, who are not Directors, have the right to attend meetings of the
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Directors pertaining to their business, but they shall not vote.

6. Meetings of Members

6.1 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.

6.2 There shall be no less than two general meetings per year including the Annual General Meeting.

6.3 Other special meetings of the members may be called at any time by decision of the Directors, the Commodore, or by petition of ten per cent of the members in writing to the Secretary. Notice shall be as in by-law 6.1. The special general meeting shall be held within thirty days of the presentation of such petition.

6.4 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 Chair shall have one vote. In the event of a tie, the motion shall be deemed to have been defeated.

7. Nominations and Elections

7.1 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.

7.2 The Nominating Committee shall present at least one nominee for each office.

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

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

7.5 The elections shall be conducted by secret ballot.

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

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

7.8 The ballots shall be counted by three scrutineers consisting of a Past Commodore, if
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possible, and two members of their choice.

8. Finance

8.1 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.

8.2 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.

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

8.4 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.

8.5 A member may be compensated for time spent on club activities only with the unanimous approval of the Directors.

8.6 The fiscal year of the club shall end on the 31st day of October in each and every year.

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

9. Discipline

9.1 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.

9.2 Notice of and reasons for the hearing must be given at least ten days prior to the October 2019 revision

hearing to the member or members concerned.

9.3 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 twelve months. There shall be a right of appeal to the Directors.

10. General

10.1 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.

10.2 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.

10.3 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 Treasurer 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.

10.4 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 them, or in respect of any act, deed, matter or thing whatsoever, made, done or permitted by them in or about the execution of the duties of their office except such costs, charges or expenses as are occasioned by their own willful neglect or default.

10.5 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.

10.6 Right To Relocate Crafts

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

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10.7 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-laws 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.

11. Policies

11.1 The Directors shall be empowered to make policies governing the conduct of the affairs of the club excluding financial matters. The policies 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.

11.2 All club policies are subject to review.

Policies

1. Members' dues are to be paid by May 31st each year.
2. No member may access the club, lake or access road to the club during the offseason as prescribed by the license issued by the GRCA. Offseason is currently defined as November 1 to April 30 for the years 2019 to 2024.
3. No member may launch, moor or tie to the dock or store at the Lake Belwood site, a craft longer than 6.4 meters (21ft L.O.A.). As per the GRCA license, power craft that belong to members are not permitted.
4. 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.
5. Privacy
 - a. The club only collects personal information when it is necessary for providing service to members and managing the club's operations. Personal information means recorded information about an identifiable individual including information relating to their age, family status, the address, telephone number and email address of the individual, assigned member number, financial transactions related to membership including crafts at the club, and correspondence sent to individuals that is implicitly or explicitly of a private or confidential nature.
 - b. An individual's informed consent is required for the collection, use and disclosure of personal information. The club, with the individual's consent, may post or share members' names and email as related to club functions such as racing results and membership duties. The use, retention, and disclosure of personal information are limited to the specified purposes identified to the individual, except where otherwise permitted by law.
 - c. To the extent it is able, the club shall ensure that personal information is accurate, complete, and up-to-date in order to fulfill the specified purposes for its collection,

use, disclosure and retention.

- d. An individual has the right to access their personal information and to challenge the accuracy and completeness of the information held by the club and request it be amended as appropriate.
- e. An individual is to be advised if any third party service provider requests their personal information in accordance with privacy legislation.
- f. An individual may address or challenge compliance with the above principles to the Commodore.

6. Confidentiality

Members shall maintain confidentiality by not releasing to any unauthorized individuals information related to member matters, matters under litigation or potential litigation, or any other confidential information to which they may have access to. Any release of information that may be prejudicial to the Board or club, or potentially infringe on the privacy of others is not permitted.

7. Conflict of Interest

Club members, advisors, or suppliers shall abide by the conflict of interest guidelines as noted below.

- a. A conflict of interest exists where the decisions made and/or the actions taken in the exercise of duties by members could be, or could be perceived to be, affected by the personal, financial or business interests of that person or that person's family or business associates.
- b. Club members are responsible and accountable for using good judgement in the exercise of the club's duties and will:
 - disclose in writing or orally any conflict of interest in a purchasing decision to the Commodore or Treasurer and
 - avoid situations which may present a conflict of interest while dealing with persons or organizations doing business or seeking to do business with the club.

8. Emergency Procedures

The club has emergency procedures to protect the health, safety and well-being of members and visitors; safeguard the natural environment; minimize the impact on the club's physical assets, and to ensure compliance with the license provisions from the GRCA.

The Board is responsible for:

- a. developing and implementing a Board Emergency Response Plan, including communicating it to members
- b. allocating funds, materials and human resources required to respond to an emergency and/or preventive actions that reduce the possibility of an emergency

- c. modifying, suspending or canceling programs or activities if required due to an emergency
- d. closing the club if required due to an emergency
- e. maintaining records of all actions taken

Members are responsible for:

- a. ensuring all steps to maintain their personal safety and safety of all guests are followed
- b. respecting the club's direction on safety matters including, but not limited to: severe weather, use of PFDs, supervision of children and pets, designated swim areas, and concussion awareness and code of conduct for concussions
- c. using the club's first aid and AED supplies as needed and reporting any deficiencies or issues
- d. reporting any accidents or emergencies to any member of the Board

9. Code of Conduct

All members of the club must recognize that their actions and activities have an impact on the club and other members. As a result, members are expected to:

- a. Make the well-being of club and other members paramount in decision making and actions to ensure the proper use of the club's resources including facilities,
- b. Maintain appropriate relationships, and boundaries, with members at all times ensuring these are positive, appropriate and non-exploitive.
- c. Conduct themselves, at all times, in an honest, ethical and professional manner regardless of their role within the club as representatives of the club.
- d. Maintain professional boundaries in all forms of communication.
- e. Maintain professional and respectful relationships with fellow members, and members of the community.
- f. Be aware of and support the by-laws and policies and day-to-day operations of the Board and the club.
- g. Respect and support the organizational structure of the Board by reporting, to any member of the Board, any problems and/or concerns.
- h. Respect the collective decisions of members of the Board.
- i. Never discriminate on any prohibited grounds identified under the Human Rights Code.
- j. Never engage in acts of harassment on any grounds where harassment is defined as engaging in a course of vexatious comment or conduct against a member or the club that is known or ought reasonably known to be unwelcome.
- k. An individual has the right, based on observed events, to lodge a complaint of harassment with the Board, without fear of reprisal or threat of reprisal for doing

so.

Allegations of Harassment: member by member

Note: All information obtained and actions taken must be documented in writing.

A member who feels that they have been the subject of harassment should do the following:

- a. Tell the harasser that their behaviour is unwelcome and to stop.
- b. Keep records of incidents in as much detail as possible. Record dates, times, locations, possible witnesses, what happened, and their reaction in as much detail as possible. It is not necessary to have a record of events to file a complaint, but it can help to remember details.
- c. If the behaviour does not stop immediately, the individual does not feel comfortable approaching the alleged harasser, or the behaviour was of such a nature that it causes the individual ongoing discomfort, the individual should contact a designated member of the Board, who will attempt to resolve the issue or advise the individual of their right to file a formal complaint.

10. Accessibility

The club is committed to the continual improvement of accessibility and ongoing removal of barriers in order to provide greater equity for all and that the club meets its obligations under the Accessibility for Ontarians with Disabilities Act 2005 (AODA). The process of reasonable accommodation includes preventing and removing barriers that impede individuals with disabilities from participating in the club. The Board will consider accessibility features when acquiring goods, services or facilities, except where it is not practicable to do so. Where the Board cannot make accommodations for a person's disability, as per their request, an explanation will be made.