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# NCYC CONSTITUTION & BY-LAWS

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As amended to October 16, 2010

## NCYC CONSTITUTION & BY-LAWS

### Bylaw No. 1 (Operating Bylaw 2010)

#### TABLE OF CONTENTS

WHEREAS: .....	4
INTERPRETATION .....	5
HEAD OFFICE.....	6
OBJECT, POWERS, MISSION, MANDATE & FUNCTION.....	6
SEAL.....	7
MEMBERSHIP .....	7
<b>ELIGIBILITY</b> .....	8
<b>APPLICATION PROCESS</b> .....	8
<b>TERMINATION OF MEMBERSHIP</b> .....	10
<b>REINSTATEMENT</b> .....	11
<b>CLASSES OF MEMBERSHIP</b> .....	11
<b>CHARTER MEMBERSHIP</b> .....	11
<b>FULL MEMBERSHIP</b> .....	12
Membership Couples .....	12
<b>SUSTAINING MEMBERSHIP</b> .....	13
<b>IMMEDIATE FAMILY MEMBERSHIP</b> .....	14
<b>JUNIOR MEMBERSHIP</b> .....	14
<b>STUDENT MEMBER</b> .....	15
<b>CRUISING MEMBERSHIP</b> .....	15
<b>ASSOCIATE MEMBERSHIP</b> .....	16
<b>SPECIAL MEMBERSHIP</b> .....	16
<b>SUMMER MEMBERSHIP</b> .....	17
<b>CHANGE IN MEMBERSHIP</b> .....	17
MEETINGS OF MEMBERS.....	18
<b>ANNUAL GENERAL MEETING</b> .....	18
<b>SPRING PLANNING MEETING</b> .....	18
<b>SPECIAL MEETINGS</b> .....	19
<i>Membership Requisitioned Meeting</i> .....	19
MEMBERSHIP REQUISITIONED AGENDA ITEMS & RESOLUTIONS.....	19
GENERALLY .....	19
<i>Minutes</i> .....	19
<i>Notice of meetings of members</i> .....	20
<i>Place of Meeting</i> .....	20
<i>Calling to Order</i> .....	20
<i>Quorum</i> .....	20
<i>Persons Entitled to be Present</i> .....	21

---

<i>Voting</i> .....	21
<b>PROXIES</b> .....	<b>21</b>
<i>Show of Hands or Poll</i> .....	21
<i>Majority</i> .....	22
<i>Casting vote</i> .....	22
<b>BOARD OF DIRECTORS</b> .....	<b>22</b>
MANAGEMENT COMMITTEE .....	22
ELECTION OF OFFICERS .....	22
NOMINATING COMMITTEE .....	22
NOMINATIONS .....	23
TERM OF OFFICE.....	23
QUALIFICATIONS , REMOVAL & VACANICES.....	23
DUTIES OF OFFICERS AND OTHER POSITIONS.....	24
<i>COMMODORE</i> .....	24
<i>VICE COMMODORE</i> .....	24
<i>REAR COMMODORE</i> .....	24
<i>FLEET CAPTAIN</i> .....	25
<i>SECRETARY</i> .....	25
<i>TREASURER</i> .....	25
<i>MEMBERS-AT-LARGE</i> .....	25
<b>MANAGEMENT COMMITTEE POWERS &amp; OPERATION</b> .....	<b>25</b>
POWERS & DUTIES .....	25
MEETINGS OF MANAGEMENT COMMITTEE, OTHER COMMITTEES AND SUB-COMMITTEES	26
<i>QUORUM</i> .....	26
<i>AD HOC</i> MEMBERS .....	26
<i>AD HOC</i> COMMITTEES .....	27
EXECUTIVE COMMITTEE.....	27
COMPENSATION.....	27
PROTECTION OF MEMBERS .....	28
<i>Liability:</i> .....	28
<i>Indemnity:</i> .....	28
<b>MEMBERSHIP RESPONSIBILITY &amp; ACCOUNTABILITY</b> .....	<b>29</b>
FEES: .....	29
SAFETY .....	30
VESSELS .....	30
CONTACT INFORMATION .....	30
RESPONSIBILITY FOR PERSONAL PROPERTY.....	31
COMPLIANCE WITH RULES.....	31
GENERALLY .....	31
DISCIPLINE .....	31
<i>Reporting</i> .....	32
<i>Disciplinary Procedures</i> .....	32
<i>Reconsideration</i> .....	33
<i>Request To Resign</i> .....	33
<b>LIABILITY OF CLUB TO MEMBERSHIP</b> .....	<b>34</b>
<b>FINANCIAL YEAR</b> .....	<b>34</b>
<b>AUDIT</b> .....	<b>34</b>
<b>RULES OF ORDER</b> .....	<b>34</b>
<b>NOTICE</b> .....	<b>34</b>

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DELIVERY .....	34
ERROR OR OMISSION IN NOTICE .....	35
<b>ADJOURNMENTS: .....</b>	<b>35</b>
<b>EXECUTION OF DOCUMENTS.....</b>	<b>35</b>
<b>BOOKS AND RECORDS.....</b>	<b>36</b>
<b>COMPLIANCE WITH LAW.....</b>	<b>36</b>
<b>DISSOLUTION .....</b>	<b>36</b>
<b>COMING IN TO FORCE.....</b>	<b>36</b>
<b>BY-LAW &amp; RULES ADOPTION &amp; AMENDMENT: .....</b>	<b>37</b>
<b>POWER TO PASS: .....</b>	<b>37</b>
<b>CONFIRMATION REQUIREMENT .....</b>	<b>37</b>
<b>ADOPTION AND AMENDMENTS.....</b>	<b>38</b>
<b>SCHEDULE A FEES .....</b>	<b>39</b>
FEES .....	42
<b><i>FEES UPON ADMISSION TO MEMBERSHIP</i>.....</b>	<b>43</b>
<b><i>FEES UPON CHANGE IN MEMBERSHIP:</i>.....</b>	<b>43</b>
<b>SCHEDULE B DUTIES OF OFFICERS &amp; OTHERS .....</b>	<b>45</b>
COMMODORE.....	46
DOCK MASTER.....	47
FLEET CAPTAIN.....	48
MEMBERS-AT-LARGE .....	49
MEMBERSHIP .....	50
REAR COMMODORE .....	51
SECRETARY.....	52
SOCIAL CONVENOR.....	53
SPONSORS .....	54
TREASURER.....	55
VICE COMMODORE .....	56
CRADLE COMMITTEE .....	57
PLANNING COMMITTEE.....	59
<b>SCHEDULE C RULES &amp; REGULATIONS .....</b>	<b>61</b>
<b>INDEX .....</b>	<b>62</b>

# NCYC CONSTITUTION & BY\_LAWS

## Bylaw No. 1 [Operating Bylaw 2010]

### WHEREAS:

1. The North Channel Yacht Club [“**NCYC**”] was originally an unincorporated association which formed on or about April 22, 1970;
2. In April, 1975, an Application was made to the Ontario Ministry of Consumer and Commercial Relations for Incorporation of a Corporation Without Share Capital to be known as “North Channel Yacht Club” subject to the unincorporated body undertaking to discontinue carrying on business under the name and style of North Channel Yacht Club;
3. By Letters Patent issued the 7th day of August, 1975 by the Minister of Consumer and Commercial Relations, the Application was granted and the Corporation came into existence as a legal entity with the following particulars:
  - a. Ontario Corporation Number: 305155
  - b. Objects: “To operate a marina and private yacht club”;
  - c. Head Office: to be situated in the Township of Spragge;
  - d. Restrictions:
    - i. The Corporation shall not maintain a clubhouse or similar premises other than on the north shore of lake Huron in the village of Spragge
    - ii. The Corporation shall be carried on without the purpose of gain for its members and any profits or other accretions to the Corporation shall be used in promoting its objects;
    - iii. The Corporation is prohibited from operating a common gaming house.
4. The Letters Patent are the constituting documents of the Corporation [The “**Constitution**”];
5. The Corporation is governed by the provisions of the Corporations Act, Revised Statutes of Ontario, 1990, Chapter C.38 as amended from time to time and in particular Part III thereof [the “**Corporations Act**”];
6. Section 129 of the Corporations Act authorizes the passing of by-laws governing the conduct of the affairs of the Corporation;
7. It appears that the By-laws of the unincorporated association were adopted as the by-laws of the Corporation with some amendment to reflect the requirements of the Corporations Act of Ontario;

8. The Corporations Act has been amended over time and the By-laws have not been amended to reflect such changes and are in some respects in contravention of the Act;
2. Due to the passage of time, it is considered desirable that the by-laws be revised by way of repeal and adoption of a fresh operating by-law;

**NOW THEREFORE** BE IT ENACTED AND IT IS HEREBY ENACTED as **By-law #1** of the Corporation in substitution for any pre-existing By-law #1, which pre-existing By-law(s) are hereby repealed, as follows:

**A By-Law relating generally to the transaction of the affairs of The North Channel Yacht Club.**

## **ARTICLE 1 INTERPRETATION:**

- 1.1 In these By-Laws and in all other By-Laws of the Corporation hereafter passed unless the context otherwise requires or special definition is made:
  - 1.1.1 **GENERALLY:** Words importing the singular number or the masculine gender shall include the plural number or the feminine gender and vice versa, as the case may be and the context requires, and references to persons shall include firms and corporations and unincorporated associations and organizations;
  - 1.1.2 “**annual general meeting**” means “annual meeting” and “a meeting of members of the Corporation” as the context requires;
  - 1.1.3 “**Board**” means the Board of Directors of the Corporation and the “Management Committee”;
  - 1.1.4 “**Club**” means the Corporation and/or NCYC;
  - 1.1.5 “**Corporation**” means “North Channel Yacht Club” as incorporated by Letters Patent issued August 7, 1975 which corporation is also known as, and is referred to by the acronym, “NCYC”;
  - 1.1.6 “**Corporations Act**” means the Corporations Act, revised Statutes of Ontario, 1990, Chapter C.38 as amended from time to time and in particular Part III thereof and any statute enacted in substitution therefor from time to time;
  - 1.1.7 “**Director**” means a member of the Board of Directors of the Corporation and also means “Board Member”;
  - 1.1.8 “**Management Committee**” means the Board of Directors;
  - 1.1.9 “**member**” or “**members**”:
    - 1.1.9.1 means a member of NCYC and,
    - 1.1.9.2 where membership is held by organizations as opposed to persons also means the person appointed by the member to exercise the rights of membership on

behalf of the non-person member as the context requires;

1.1.9.3 when used alone without words of qualification identifying a particular kind or class of member, means those who are members of the Corporation, [membership is further defined in ARTICLE 5 below];

1.1.9.4 with respect to “Membership Couple”, such a couple counts as two members for the purpose of quorum provided each is present [see Article 5.8.2.3.2 below].

1.1.10 “**member in good standing**” means a member who is not in arrears of any membership dues or fees or who is not otherwise indebted to NCYC by the commencement of the meeting at which the issue is in question but, with respect to a member of the Management Committee, means a member who is not in arrears more than 60 days of any other amounts payable by the member to the Corporation;

1.1.11 “**membership couple**” or “**Membership Couple**” has the meaning attributed to it by Article 5.11.b.iii;

1.1.12 “NCYC” means the North Channel Yacht Club;

1.1.13 “**simple majority**” means more than 50%;

1.1.14 “**special resolution**” means a resolution passed by the Directors and confirmed with or without variation by at least two-thirds of the votes cast at a general meeting of the members of the Corporation duly called for that purpose, or, in lieu of such confirmation, by the consent in writing of all members entitled to vote at such meeting;

1.1.15 “Special Levy” has the meaning given by Article 9.1.4

1.1.16 “**term**” in relation to a term of office means the period of time from the close of one Annual General Meeting to the close of the next Annual General Meeting and a “1 year term”, “2 year term” and “3 year term” has corresponding meanings.

1.2 In these by-laws and all other by-laws and resolutions of the Corporation, all terms have the same meanings as given to them in the Corporations Act except where expressly otherwise defined.

1.3 Where there is a conflict between a provision of this or any By-law of the Corporation and the provisions of the Corporations Act, the provisions of the Corporation Act prevail.

## ARTICLE 2 HEAD OFFICE

2.1 The head office of the Corporation shall be located in the Township of the North Shore, in the Province of Ontario, and at such place therein as the Board may from time to time determine.

## ARTICLE 3 OBJECTS, POWERS, MISSION, MANDATE AND FUNCTIONS

3.1 The Objects and Powers of the Corporation are set out in the Letters Patent of the Corporation and

the Corporations Act of Ontario.

3.2 The Objects set out in the Letters Patent read as follows:

*“To operate a marina and private yacht club”*

3.3 Additionally the Club recognizes the following objectives:

- 3.3.1 To provide for the association of boaters, both sail and power, who wish to pursue their hobby at a reasonable cost and on a self-help basis;
- 3.3.2 To provide moorage, dockage, marina facilities and winter storage for its members;
- 3.3.3 To encourage members and their families to become proficient in seamanship, navigation and the management, control and handling of their boats and yachts;
- 3.3.4 To organize training courses, cruises and races as the opportunity arises and resources permit;
- 3.3.5 To encourage participation of families within the Club in Club activities;
- 3.3.6 To promote other sports and social activities considered advantageous to the interests of Club members;
- 3.3.7 To provide marina and boating services to the general public on a casual basis for revenue and public service purposes to otherwise assist in Club objectives;
- 3.3.8 To operate a clubhouse for the benefit of its members within the limitations stipulated in the Letters Patent.

## **ARTICLE 4 SEAL**

4.1 The corporate seal of the Corporation shall be in the form of the imprint impressed in the margin of this By-law, which form is hereby adopted as the corporate seal of the Corporation or in such other form as may be approved from time to time by resolution of the Board.

## **ARTICLE 5 MEMBERSHIP**

- 5.1 The membership shall consist of such individuals, corporations, partnerships, and unincorporated associations and organizations and other legal entities as are admitted as members by the Board of Directors.
- 5.2 Those seeking membership make application in writing to the Management Committee which, if satisfied that the applicant is eligible, grants membership by resolution.

- 5.3 No promise of membership or representation of eligibility made by any person or member, whether made by a member of the Management Committee or otherwise, is binding upon the Club.
- 5.4 **ELIGIBILITY:** Those who meet the following general membership criteria as well as the special criteria that are attached to the membership class for which they apply may be considered for membership:
- 5.4.1 If an individual, those who are at least 16 years of age;
  - 5.4.2 those who know and are willing to actively support the objects, aims, activities, philosophy and mission of NCYC; and
  - 5.4.3 those who pay in advance, the annual membership fees for the class of membership for which they apply;
- 5.5 **APPLICATION PROCESS:**
- 5.5.1 Applicants for first time Full or Summer Membership in the Club must:
    - 5.5.1.1 be proposed and sponsored by two Full Members:
      - 5.5.1.1.1 who are not part of the same Membership Couple as defined in these By-laws;
      - 5.5.1.1.2 one of whom must have been a Full Member for at least two full years;
    - 5.5.1.2 familiarize themselves with the current version of the “New Member Package” published by the Club as amended from time to time [available on the Club website];
    - 5.5.1.3 fully complete and submit to the Secretary the membership application contained in the New Member Package;
  - 5.5.2 Applicants for other membership must:
    - 5.5.2.1 fully complete and submit to the Secretary a membership or membership change application if such is available; or
    - 5.5.2.2 otherwise apply in writing to the Secretary for the status they seek.
  - 5.5.3 The Secretary, upon receipt of a membership application will:
    - 5.5.3.1 Review the application for completeness;
    - 5.5.3.2 If not satisfied that the application is complete, will advise the applicant as to any deficiencies and return the application to such applicant for correction;
    - 5.5.3.3 With respect to applications for first time Full Membership:

- 5.5.3.3.1 Post, for a period of at least two weeks, any fully complete application received during the boating season on the notice board in the Club House for review by the membership;
- 5.5.3.3.2 Post, for a period of at least two weeks, any fully complete application on the Members section of the Club website if such facility is available;
- 5.5.3.3.3 Send to each Full Member who has an email address registered with the Club a copy of such fully complete application to such address;
- 5.5.3.3.4 If such application is received outside the boating season, post notice of such application in the Club Newsletter
- 5.5.3.3.5 After the posting period, submit the fully complete application to the Management Committee for its consideration at its next meeting;
- 5.5.3.4 With respect to all other applications, submit the fully completed application to the Management Committee for its consideration at its next meeting.
- 5.5.4 The Management Committee:
  - 5.5.4.1 will:
    - 5.5.4.1.1 Review applications received from the Secretary;
    - 5.5.4.1.2 If any written challenges or objections to such application have been received from the membership during any applicable posting period [a “**Challenged Application**”],
      - 5.5.4.1.2.1 Inform the applicant and the sponsors of the substance of such objection or challenge and provide a copy to them;
      - 5.5.4.1.2.2 Give an opportunity to the applicant and sponsors to respond in writing to such objection or challenge;
      - 5.5.4.1.2.3 Allow the application to be amended or withdrawn if the applicant is so inclined;
    - 5.5.4.1.3 advise the applicant and the sponsors, if any, of the outcome of the application;
    - 5.5.4.1.4 if the application is denied, refund to the applicant any fees submitted with the application;
  - 5.5.4.2 may:
    - 5.5.4.2.1 adjourn the application for further consideration pending receipt of further information from the application;
    - 5.5.4.2.2 return the application with a recommendation that the applicant

apply for a different class of membership;

5.5.4.2.3 adopt a resolution admitting the applicant to Membership;

5.5.4.2.4 provisionally approve an application for Full Membership and place the applicant on a waiting list for admission to Full Membership if appropriate;

5.5.4.2.5 provisionally approve a Challenged Application, subject to ratification at a general meeting of members called at least in part for that purpose;

5.5.4.2.6 refuse the application if:

5.5.4.2.6.1 membership criteria are not met,

5.5.4.2.6.2 the application is considered to be an abuse of membership categories [e.g. an attempt to artificially avoid fees by changing categories]

in which case the applicant and the applicant's sponsors if any will be advised in writing of the reasons for such refusal;

**5.6 TERMINATION OF MEMBERSHIP:**

5.6.1 Membership shall cease:

5.6.1.1 upon the death of a member;

5.6.1.2 if the member has not renewed his or her membership and paid the annual membership fee prior to or at the annual meeting and hence is no longer in good standing;

5.6.1.3 if the member resigns as hereafter provided;

5.6.1.4 if the member no longer qualifies for membership in accordance with the by-laws;

5.6.1.5 if an *ex-officio* member, upon the person ceasing to hold the office; or

5.6.1.6 upon the passing of a resolution terminating membership, which resolution is adopted by a 2/3 majority of votes cast at a general meeting of members duly called for that purpose with respect to such:

5.6.1.6.1 Notice of the meeting shall be served upon the member and shall set out the grounds for the proposed termination of his or her membership.

5.6.1.6.2 The member will be given the opportunity to appear in person or by representative and to respond to the grounds for the proposed termination.

5.6.1.6.3 The decision of the meeting is final and is not subject to appeal or further consideration or reconsideration.

5.6.1.6.4 Such a terminated member, may, however, reapply for new membership after a hiatus of one year, but is afforded no advantage with respect to such application on the basis that such one was a former member.

5.6.2 Members may resign by signifying their intent to do so in writing, which resignation:

5.6.2.1 shall be effective upon acceptance thereof by the Board of Directors;

5.6.2.2 must be received by January 1<sup>st</sup> in order to avoid liability for fees for the current financial year.

5.6.3 When membership ceases:

5.6.3.1 All membership privileges terminate;

5.6.3.2 The member who's membership has terminated becomes a "former member"

5.6.3.3 The former member must remove any boats and equipment from the Club premises forthwith and will be subject to storage fees and liens upon such boats and/or equipment if such are not so removed;

5.6.3.4 The former member will not be entitled to a cancellation or refund or pro-ration of any annual or seasonal fees accruing or paid except as may be permitted by the Management Committee per Article 9.1.7;

5.6.3.5 Such does not effect a waiver or forgiveness of any debt due to the Club by the former member.

## 5.7 **REINSTATEMENT:**

5.7.1 A member who has been suspended for non-payment of financial obligations due to the Club, may be reinstated upon full payment of outstanding amounts.

5.7.2 A former member who has had membership terminated at least in part for non-payment of financial obligations must, if reinstated, pay all such outstanding amounts as a condition of being reinstated to membership, and loses all seniority privileges.

5.8 **CLASSES OF MEMBERSHIP:** There shall be 10 classes of membership in NCYC with rights and privileges associated with each class as follows:

### 5.8.1 **CHARTER MEMBERSHIP:**

5.8.1.1 Those members who joined the Club during the first twelve months following its founding in April 1970 of whom the surviving members are:

- 5.8.1.1.1 Paul Carloss
- 5.8.1.1.2 Stuart Douglas Keller
- 5.8.1.1.3 Brian Anthony Lewis
- 5.8.1.1.4 Arthur Langdon Richards
- 5.8.1.1.5 Werner Richard Mannshardt
- 5.8.1.1.6 Charles Steel

5.8.1.2 A Charter Member:

- 5.8.1.2.1 has the rights and privileges of a Full Member except each is entitled to only one vote at a general or special meeting of members
- 5.8.1.2.2 pays no annual membership fees, special levies, or work party fees, but is required to pay all other fees required of full members.[eg. . boating fees]

5.8.2 **FULL MEMBERSHIP:**

5.8.2.1 Any persons may apply to be admitted to full membership as individuals or as a Membership Couple [spouse/companion/significant other] as in 5.8.2.3 below.

5.8.2.2 A Full Member:

- 5.8.2.2.1 who is not part of a Membership Couple, is entitled to two votes at meetings of members;
- 5.8.2.2.2 must be at least 18 years of age;
- 5.8.2.2.3 must be a member in good standing in order to vote;
- 5.8.2.2.4 when a count of members is required for the purposes of quorum, adoption of resolutions or the conduct of other business of the Club, counts as two members.

5.8.2.3 **Membership Couples:**

5.8.2.3.1 If enrolled as a couple, each one of such couple:

- 5.8.2.3.1.1 has only one vote and cannot exercise the vote of or on behalf of their absent partner – i.e. each must be present in person in order to vote except as may be otherwise provided and in this regard proxies are allowed as in 6.6.2 below;
- 5.8.2.3.1.2 otherwise has all the rights of membership afforded an individual Full Member.

- 5.8.2.3.2 When a count of members is required for the purposes of quorum, adoption of resolutions or the conduct of other business of the Club, a membership couple counts as two members – that is - each counts as one towards quorum if each is present..
- 5.8.2.3.3 Where a conflict or uncertainty arises from enrolment as a couple and the application of these Bylaws, the Rules or Regulations of the Club, the Management Committee may resolve such conflict as it deems appropriate.
- 5.8.2.3.4 Where Full Members are enrolled as a Membership Couple, each may serve on any committee except the Management Committee where only one may serve. In this regard, each may stand for election to the Management Committee, but the one receiving the most votes as between them, shall be elected and the other shall be deemed not to have been elected notwithstanding that such one may receive more votes than other members standing for election.
- 5.8.2.3.5 If there is a separation between the two individuals of a Membership Couple:
  - 5.8.2.3.5.1 They may agree between themselves as to whether one ceases to be a member, in which case the remaining member may exercise all rights of membership on behalf of the couple as though not part of a Membership Couple and the retiring member ceases to be a member or
  - 5.8.2.3.5.2 If they cannot agree, then each must reapply to become a Full Member as an individual, in which case, if such membership application is granted, such member will, in so far as the Club is concerned, be credited with a percentage of the fees paid for that year as the Management Committee deems appropriate after reviewing the facts of such case; in an attempt to equitably adjust fees between the couple.

## 5.8.3 SUSTAINING MEMBERSHIP:

- 5.8.3.1 Any member who wishes to withdraw from active membership in the Club, but also wishes to retain some connection to the Club, may elect to become a Sustaining Member.
- 5.8.3.2 A Sustaining Member:
  - 5.8.3.2.1 may not use the Club facilities without an invitation from a Full Member;

- 5.8.3.2.2 is not entitled to any vote at a meeting of members;
- 5.8.3.2.3 surrenders the member's membership number and loses any seniority associated with such number [see 1.11.15.7 of the Rules regarding allocation of vacant mooring positions]. If the member reapplies for full membership, a new number will be assigned.
- 5.8.3.2.4 may apply to become either a Full Member or Immediate Family Member without payment of any initiation fee and in such case, their application shall have priority over applications from non-members.

**5.8.4 IMMEDIATE FAMILY MEMBERSHIP:**

- 5.8.4.1 The child of a Full Member who has attained the age of 21 years, may apply to become an Immediate Family Member;
- 5.8.4.2 An Immediate Family Member:
  - 5.8.4.2.1 is entitled to one vote at a meeting of members;
  - 5.8.4.2.2 otherwise enjoys the same privileges, but is subject to the same obligations as a Full Member with the exception that such member may not have a boat at the Club and does not pay a Work Party Fee [see Schedule A Article 1.2 below];
  - 5.8.4.2.3 may apply for Full Membership if they wish to have a boat at the Club without further initiation fee and their application for Full Membership shall have priority over non-member applications provided they have been an Immediate Family Member or other member for a minimum of 36 months.

**5.8.5 JUNIOR MEMBERSHIP:**

- 5.8.5.1 Any person who is at least 16 and no more than 21 years of age may apply to become a Junior Member.
- 5.8.5.2 A Junior Member:
  - 5.8.5.2.1 is not entitled to any vote at a meeting of members;
  - 5.8.5.2.2 ceases to be a member unless application has been made in advance of such member's 21<sup>st</sup> birthday to receive another class of membership and, if for Full Membership, such application shall have priority over non-member applications provided the Junior Member has been a Junior Member for a minimum of 12 months;

- 5.8.5.2.3 ceases to be a member if application for another class of membership is denied;
- 5.8.5.2.4 upon acceptance to another class of membership, does not have to pay a further initiation fee;
- 5.8.5.2.5 otherwise enjoys the same privileges, but is subject to the same obligations as a Full Member with the exception that such member may not have a boat at the Club.

## 5.8.6 **STUDENT MEMBER:**

- 5.8.6.1 Any person over the age of 21 years who is enrolled as a full time student at a post-secondary educational institution recognized by the Province of Ontario may become a Student Member.
- 5.8.6.2 A Student Member:
  - 5.8.6.2.1 is not entitled to any vote at a meeting of members;
  - 5.8.6.2.2 ceases to be a member once no longer enrolled as set out above, unless application is made immediately upon such change of status to receive another class of membership and such application shall have priority over non-member applications, provided the Student Member has been a member for a minimum of 12 months;
  - 5.8.6.2.3 ceases to be a member if application for another class of membership is denied;
  - 5.8.6.2.4 upon acceptance to another class of membership, does not have to pay a further initiation fee if such application was made immediately upon change of status;
  - 5.8.6.2.5 otherwise enjoys the same privileges, but is subject to the same obligations as a Full Member with the exception that such member may not have a boat at the Club.

## 5.8.7 **CRUISING MEMBERSHIP:**

- 5.8.7.1 Any Full Member, who leaves on an extended cruise on their boat or any other boat, may elect to become a Cruising Member for the next membership years following their departure;
- 5.8.7.2 Cruising members retain their voting privileges if they remain in good standing [i.e. they pay their fees as per Schedule A].
- 5.8.7.3 Cruising members who want to enjoy the benefits of lower fees, as in Schedule A Articles 1.7 and 1.8.6 below, must remove their boat off the storage rails before going cruising if they are cruising on some other boat.

5.8.7.4 See also Schedule A Fee Provisions Article 1.11.3 below

5.8.8 **ASSOCIATE MEMBERSHIP:**

5.8.8.1 Any person, business or organization meeting membership criteria and supporting the aims and objectives of the Club may apply to become an Associate Member.

5.8.8.2 An Associate Member:

5.8.8.2.1 is not entitled to any vote at a meeting of members;

5.8.8.2.2 must support the aims and objectives of the Club;

5.8.8.2.3 may receive the Club Newsletter;

5.8.8.2.4 may participate in Club functions;

5.8.8.2.5 is entitled to use of the Club House and washroom and shower facilities and parking;

5.8.8.2.6 is not entitled to utilize the services and participate in programs offered by the Club to Full Members such as boat launch and haul, boat storage, racing etc. except such as are expressly allowed to them by this bylaw or the Club Rules, but may be offered such by invitation from the Management Committee;

5.8.8.2.7 is not eligible to hold elected office or serve as a member of the Management Committee;

5.8.8.2.8 may apply to become a Full Member, but will be subject to an initiation fee upon becoming a Full Member.

5.8.8.3 An Associate Member who was previously a Full Member may apply to become a Full Member again without payment of a further initiation fee.

5.8.9 **SPECIAL MEMBERSHIP:**

5.8.9.1 **Honorary Life Membership** may be conferred upon an individual, with or without voting privileges by resolution of the Board of Directors subject to confirmation by resolution of the membership at an annual general meeting of members. Honorary Life Membership is the highest honour the Corporation can bestow on a non-member for contributions to the Club or boating generally.

5.8.9.2 **Life Membership: has previously been granted to the following individuals:**

5.8.9.2.1 **Paul Carloss**

- 5.8.9.2.2 **Stuart Douglas Keller**
- 5.8.9.2.3 **Arthur Langdon Richards**
- 5.8.9.2.4 **Roland Henri Aubé**

5.8.9.3 **Honorary Membership** may be conferred annually upon a non-member individual by resolution of the Board of Directors subject to confirmation by resolution of the membership at the annual general meeting of members.

5.8.9.4 With the exception of Honorary Life Members who may be granted voting privileges in the resolution conferring such membership, Special Members are not entitled to vote at meetings of members.

5.8.9.5 A Special Member pays no annual membership fees, special levies, or work party fees, but is required to pay all other fees required of Full Members.[eg. . boating fees if such member has a vessel at the Club]

5.8.9.6 Except as otherwise provided, Special Members have the same rights and privileges as Associate Members.

5.8.10 **SUMMER MEMBERSHIP:**

5.8.10.1 This class of membership is designed to encourage interested persons to become Full Members, but allows them to try out the benefits of the club for one boating season before committing to Full Membership.

5.8.10.2 Summer Membership is conferred by the Management Committee at its discretion depending upon available space and such other considerations and criteria as may be deemed appropriate by them at that time.

5.8.10.3 Summer Members:

- 5.8.10.3.1 have no voting privileges;
- 5.8.10.3.2 have no storage privileges either on the cradle rail or otherwise;
- 5.8.10.3.3 pay fees in accordance with Schedule A, which fees are not prorated;
- 5.8.10.3.4 must enter into a Summer Membership contract with the Club in a form as approved by the Management Committee
- 5.8.10.3.5 must abide by all the Rules, Regulations, Policies and Procedures of the Club;
- 5.8.10.3.6 are not automatically entitled to Full Membership at the end of their period of Summer Membership and must apply for Full Membership if they wish to become Full Member;
- 5.8.10.3.7 are further governed by the provisions of Schedule A starting on page 39 below

5.9 **CHANGE IN MEMBERSHIP:**

5.9.1 A member of any class, can apply to change their membership status to that of another class, and upon change in membership status has only those rights and privileges of that new class of membership and may lose privileges as a result.

5.9.2 Membership is not transferable.

**ARTICLE 6 MEETINGS OF MEMBERS:**

**6.1 ANNUAL GENERAL MEETING:**

- 6.1.1 An annual meeting of members shall be held not later than fifteen months after the holding of the last preceding annual meeting.
- 6.1.2 The time and place of the meeting are to be determined by the Management Committee, but generally such is to be held during the third or fourth week of November in each year.
- 6.1.3 Business to be conducted at such meeting includes:
  - 6.1.3.1 Approval and adoption of the Minutes of the previous Annual General Meeting,
  - 6.1.3.2 Receiving the reports and statements of Officers and Committees,
  - 6.1.3.3 Presentation, approval and adoption of the annual Financial Statements and Report;
  - 6.1.3.4 Approval of actions of the Management Committee and its members;
  - 6.1.3.5 Approval of the Membership and other fees and levies for the next fiscal year;
  - 6.1.3.6 Election of Officers and Members At Large [Management Committee];
  - 6.1.3.7 Approval of Capital Projects;
  - 6.1.3.8 Such other business as may be approved by the Management Committee in advance of the meeting as appropriate business matters to be added to the agenda and considered by the membership, time permitting;
  - 6.1.3.9 Such other business as may properly be brought before the meeting by members under 6.4 below or by the Management Committee.

**6.2 SPRING PLANNING MEETING:**

- 6.2.1 A general meeting of members referred to as the “Spring Planning Meeting” shall be held by April 30<sup>th</sup> in the spring of each year.
- 6.2.2 The time and place shall be designated by the Management Committee.
- 6.2.3 Business to be conducted at such meeting includes:
  - 6.2.3.1 Receiving reports from the new Management Committee,
  - 6.2.3.2 Transacting business related to the planning of the current boating season,

- 6.2.3.3 Matters relating to the operation and maintenance of the Club and its facilities, and equipment,
- 6.2.3.4 Approval of Capital Projects;
- 6.2.3.5 Such other business as may be approved by the Management Committee in advance of the meeting as appropriate business matters to be added to the agenda and considered by the membership, time permitting;
- 6.2.3.6 Such other business as may properly be brought before the meeting by members under 6.4 below or by the Management Committee.

### 6.3 SPECIAL MEETINGS:

6.3.1 The Management Committee, the Commodore, Vice Commodore or Rear Commodore may call a special meeting of members to address such items of business identified in the notice of meeting.

#### 6.3.2 Membership Requisitioned Meeting:

6.3.2.1 A special meeting of members may be requisitioned in writing by voting members totalling not less than one-tenth of the members entitled to vote at the meeting proposed to be held for the purpose of such business as is identified in the requisition. Each of the two in a Membership Couple, counts as one voting member for the purposes of this provision.

6.3.2.2 The requisition must be filed with the Secretary and thereafter Sections 295, 296 and 297 of the Corporations Act shall be applied to and govern such.

### 6.4 MEMBERSHIP REQUISITIONED AGENDA ITEMS & RESOLUTIONS:

6.4.1 On requisition in writing of voting members representing not less than 1/20<sup>th</sup> of the voting members, members can avail themselves of the provisions of Sections 296 and 297 of the Corporations Act to cause resolutions and items of business, including amendment of these By-laws, to be dealt with at the next general meeting of members.

6.4.2 Individual members may propose to the Management Committee any item of business for inclusion on the agenda for the next meeting of members in which case such proposal is subject to 6.1.3.8 above,

6.4.3 Requisitions for the adding of agenda items must be given to the Secretary not less than 10 days prior to the date of the meeting.

### 6.5 GENERALLY:

6.5.1 **Minutes** of all proceedings at meetings of members shall be recorded and entered in books kept for that purpose.

- 6.5.2 **Notice** of meetings of members:
- 6.5.2.1 is to be given not less than two weeks before such meeting to each member entitled to vote at the meeting;
  - 6.5.2.2 is to be given by:
    - 6.5.2.2.1 Posting on the notice board in the Clubhouse if during the regular boating season;
    - 6.5.2.2.2 Posting on the Members Section of the website;
    - 6.5.2.2.3 Posting in the Newsletter if one is being circulated at or about the time of such meeting;
    - 6.5.2.2.4 E-mail to the member's e-mail address registered with the Secretary;
    - 6.5.2.2.5 Mail for those member's without an e-mail address;
  - 6.5.2.3 shall be deemed to have been given and delivered upon such posting irrespective of actual receipt by the member;
  - 6.5.2.4 shall include a general description of the business to be conducted and such other particulars as may be required by law.
- 6.5.3 No public notice or advertisement of members' meetings, annual or otherwise, shall be required.
- 6.5.4 **Place of Meeting:** Members are diverse in geographic residence and the membership recognizes the need to be somewhat flexible in this regard. Accordingly:
- 6.5.4.1 During the boating season from May 1 to October 1 in each year, membership meetings will be held at the Club House at Spragge, Ontario;
  - 6.5.4.2 At other times the meetings will be held in Elliot Lake, Sudbury, Espanola or such other place in the Districts of Algoma and Sudbury as the Management Committee deems appropriate.
- 6.5.5 **Calling to Order:**
- 6.5.5.1 The meeting shall be presided over by the Commodore or failing that officer, the Vice Commodore, or failing that officer, the Rear Commodore.
  - 6.5.5.2 In the event such officers are not present within 15 minutes of the time appointed for the convening of the meeting, the voting members then present shall elect one from among themselves to preside over the meeting.
  - 6.5.5.3 A quorum need not be present for the purpose of calling the meeting to order and determining that a quorum is or is not present.
- 6.5.6 **Quorum** for the conduct of business at meetings of members shall be governed by the following provisions:

- 6.5.6.1 Where the item of business to be conducted requires a special resolution as defined by the Corporations Act a quorum of 25% of voting members present in person is required.
- 6.5.6.2 Otherwise, a quorum is constituted by 15% of voting members present in person at least three of whom must not be members of the Management Committee.
- 6.5.6.3 Notwithstanding the above, in no case can a quorum be less than 7 voting members present in person at least two of whom must not be members of the Management Committee.

**6.5.7 Persons Entitled to be Present:**

- 6.5.7.1 All members are entitle to attend and speak at any meeting of members.
- 6.5.7.2 Non-members may attend and speak on the invitation of the Chairperson of the meeting or with the consent of the voting members present at the meeting.

**6.6 Voting:**

- 6.6.1 Each Member with voting privileges and who's membership is in good standing shall be allowed to vote on each resolution at any meeting of the members;

**6.6.2 Proxies:**

- 6.6.2.1 Every member, who is entitled to vote at a meeting of members, may, by means of a Proxy, appoint a person, who need not be a member, as a nominee to attend and act at the meeting in the manner, to the extent, and with the power confirmed by the proxy.
- 6.6.2.2 All proxies must be deposited directly with the Secretary no later than 48 hours prior to any meeting or adjourned meeting of members at which they are to be used. Only those proxy forms duly administered and authorized by the Corporation shall be accepted as official proxies.
- 6.6.2.3 A Proxy expires
  - 6.6.2.3.1 at the end of the meeting for which it is given, or
  - 6.6.2.3.2 in accordance with the provisions contained in it,
  - 6.6.2.3.3 but may be revoked orally or in writing at any time by the member granting such proxy.

- 6.6.3 **Show of Hands or Poll:** Every question shall be decided in the first instances by a show of hands.. Those exercising two votes shall raise two hands. Those exercising a proxy vote in addition to their own vote or votes shall name such to the Chairperson at the time of counting. After a show of hands has been held, the Chairperson may require, or any voting member may demand, that a poll be taken. A demand for poll may be withdrawn, but if a poll is demanded and not withdrawn the question shall be decided by a majority of votes given by the members present in person or by proxy, and such poll shall be taken

in such manner as the Chairperson shall direct and the result of such poll shall be deemed the decision of the Corporation in general meeting upon the matter in question. The Chairperson may appoint scrutineers to assist in the taking of any vote.

- 6.6.4 **Majority:** Every question shall, unless otherwise required by law or by the By-laws of the Club, be decided by a simple Majority of the votes cast on the question.
- 6.6.5 **Casting vote:** In case of an equality of votes at any general meeting, whether upon a show of hands or at a poll, the Chairman shall be entitled to a second or casting vote, but need not do so.
- 6.6.6 A declaration by the Chairperson that a resolution has been carried or not carried and an entry to that effect in the minutes of the Corporation shall be admissible in evidence as *prima facie* proof of the fact without proof of the number or proportion of the votes accorded in favour of or against such resolution.

## ARTICLE 7 BOARD OF DIRECTORS

7.1 The affairs of the Corporation shall be conducted and governed by a Board of Directors, commonly known in club parlance as the “**Management Committee**” consisting of ten (10) members comprised of the Officers of the Corporation as follows:

- 7.1.1 Commodore
  - 7.1.2 Vice Commodore
  - 7.1.3 Rear Commodore
  - 7.1.4 Treasurer
  - 7.1.5 Secretary
  - 7.1.6 Fleet Captain
  - 7.1.7 Four Members At Large
- all of whom serve by virtue of their office

### 7.2 ELECTION OF OFFICERS:

- 7.2.1 The Officers, with the exception of the Rear Commodore are elected annually by the voting members at the Annual General Meeting or other general meeting of members duly called for that purpose.
- 7.2.2 The Rear Commodore is a member of the Management Committee by virtue of his office [*ex officio*] but if such person is not then a member or otherwise eligible or qualified or is unable or unwilling to so serve, then the first of the previous past Commodores, using reverse chronological order, who is able to so serve, shall serve in this position *ex officio*.

7.3 **NOMINATING COMMITTEE:** Such of the Past Commodores as are willing and at least one member of the Management Committee [preferably the Commodore, but otherwise as appointed by the Management Committee] shall serve as a Nominating Committee to:

- 7.3.1 elect its own chairperson;
- 7.3.2 receive nominations;
- 7.3.3 encourage members to stand for election;
- 7.3.4 ensure that at least one suitable candidate is nominated for each office;

7.3.5 inform members concerning the slate of candidates in advance of the Annual General Meeting or other meeting called for the purpose of electing officers.

7.4 **NOMINATIONS:**

7.4.1 Must be in writing and signed by the nominator and a seconder;

7.4.2 Must be made by a nominator and seconder who at that time and at the time of the holding of the election are members in good standing entitled to vote at such election;

7.4.3 Must be accompanied by a written consent of the nominee to stand for election;

7.4.4 Must be submitted to the Secretary not less than 16 days prior to the day on which the election is to take place;

7.4.5 In the case of elections at the Annual General Meeting, must be submitted no earlier than October 15<sup>th</sup>;

7.4.6 Will be posted by the Secretary:

7.4.6.1 on the Club notice board if made during the boating season;

7.4.6.2 on the Members section of the website if available;

7.4.6.3 as part of the Notice of Meeting sent to members in advance of such meeting.

7.5 **TERM OF OFFICE:**

7.5.1 Officers, provided they remain qualified, serve from the close of the meeting at which they are appointed to the close of the next Annual General Meeting or general meeting called for the purpose of electing their replacements and retire from office at the close of such meeting.

7.5.2 Officers, if qualified, are eligible for re-election to that office or any other office.

7.5.3 Officers/directors provided they remain qualified, continue in office beyond their term until their successors are elected.

7.6 **QUALIFICATIONS , REMOVAL & VACANICES:**

7.6.1 A person elected or appointed an Officer must:

7.6.1.1 be and remain a member in good standing;

7.6.1.2 be at least 18 years of age;

7.6.1.3 not be an undischarged bankrupt.

7.6.2 The Commodore may serve as such only for two consecutive terms and thereafter is not qualified for election to such office for the following two terms.

7.6.3 One retiring Member At Large selected by the Management Committee from the incumbent Members At Large shall not be eligible for re-election to the Management Committee as a Member At Large for one year. Selection to be made on the basis of volunteers, reverse seniority [i.e. oldest retires], or by lot as determined by the Management Committee.

7.6.4 It is recognized as desirable, but not a pre-requisite, that the Commodore, the Vice Commodore, the Rear Commodore and the Fleet Captain each be the owner of a yacht [sail or power] located at the Club.

7.6.5 A person who becomes bankrupt ceases to be an officer/director.

- 7.6.6 A person who ceases to be a member, ceases to be an officer/director.
- 7.6.7 A person who ceases to be a member in good standing, is subject to removal from office by a majority vote of the other members of the Management Committee.
- 7.6.8 Any member of the Management Committee or any elected Officer may at any time be removed from office by a resolution passed at a special meeting of the members called for that purpose. A vacancy so caused may be filled by election of qualified persons nominated at such a meeting, The person so elected shall hold office for the remainder of the term of office of the person so removed.
- 7.6.9 An Officer or member of any Committee may retire from office or membership on a Committee by giving written notice of such to the Secretary.
- 7.6.10 Where a vacancy exists other than as a result of the removal by resolution of the members as provided for above, the Management Committee may appoint a substitute to serve the remainder of the unexpired term of the vacant office provided that:
- 7.6.10.1 the appointee is otherwise qualified to hold such office;
- 7.6.10.2 a quorum exists immediately prior to such appointment by the Committee.
- 7.6.11 Where there is not a quorum of directors in office, those remaining in office shall forthwith call a general meeting of members to fill the vacancies, and, in default, or if there are no directors then in office, the meeting may be called by any member.
- 7.7 **DUTIES OF OFFICERS AND OTHER POSITIONS:** The Officers/Directors and Agents or Designated Positions of the Club carry the duties and responsibilities associated with their specific office or position as set out in **Schedule B** to these By-laws together with the following:
- 7.7.1 **COMMODORE:**
- 7.7.1.1 Presides at and is the chairperson at all general meetings of members and meetings of the Management Committee;
- 7.7.1.2 Is responsible for enforcement of the By-laws, Rules and Regulations of the Club;
- 7.7.1.3 Is responsible for ensuring that the activities and assets of the Club are protected by adequate insurance;
- 7.7.1.4 Carries general responsibility for the Corporation, its operation and direction.
- 7.7.2 **VICE COMMODORE:**
- 7.7.2.1 Presides in the absence of the Commodore;
- 7.7.2.2 Assists the Commodore in the carrying out of the Commodore's duties as required;
- 7.7.2.3 Acts as the liaison between the Dock Master and the Commodore and the Management Committee and Members as necessary from time to time.
- 7.7.3 **REAR COMMODORE:**
- 7.7.3.1 Serves as such by virtue of his office as last retiring Commodore and in default of such one, then such past Commodore as the Management Committee may appoint;
- 7.7.3.2 Ensures continuity in the management of the Club;

- 7.7.3.3 Serves on the Nomination Committee;
- 7.7.3.4 Serves as the Club Safety Officer

7.7.4 **FLEET CAPTAIN:**

- 7.7.4.1 Has authority over all boating activities in the Club.

7.7.5 **SECRETARY:**

- 7.7.5.1 Acts as secretary to the Management Committee;
- 7.7.5.2 Is responsible for safekeeping of the documents and records of the Club;
- 7.7.5.3 Takes custody of documents and records of value that are not required to be kept at the Club for reference or by law;
- 7.7.5.4 Is responsible for corporate filings required by law;
- 7.7.5.5 Up-dates the names of officers recorded in the provincial government record within 14 days of the meeting at which such change occurs;
- 7.7.5.6 Is responsible for keeping the membership list up to date
- 7.7.5.7 Is responsible for ensuring that members have proof of current insurance on file with the Club.

7.7.6 **TREASURER:**

- 7.7.6.1 Keeps the Club books and accounts;
- 7.7.6.2 Is responsible for all receipts and disbursements of funds;
- 7.7.6.3 Is responsible for financial filings as required by law.

7.7.7 **MEMBERS-AT-LARGE:**

- 7.7.7.1 Assist in the carrying out of the operation of the Club;

**ARTICLE 8 MANAGEMENT COMMITTEE POWERS & OPERATION:**

8.1 **POWERS & DUTIES:** The Management Committee acts as the Board of Directors of the Corporation for the purposes of the Corporations Act of Ontario and:

- 8.1.1 May, as needed, by resolution, pass, amend or repeal Rules, Regulations, Policies and Procedures regarding the operation of the Club provided such do not conflict with the Letters Patent, the Corporations Act or these or any other By-laws, subject to ARTICLE 21 below;
- 8.1.2 Adopts, sets and enforces the By-laws, Rules, Regulations, Policies and Procedures of the Club; subject to ARTICLE 21 below;
- 8.1.3 May not without the approval of the membership at a meeting duly called for such purpose borrow money upon the credit of the Club or charge or pledge the property of the Club to secure money borrowed or other debts, obligations or liabilities of the Club;
- 8.1.4 Reports annually to the membership as the Annual General Meeting as to the operation and finances of the Club and as otherwise required by law.

8.2 **MEETINGS OF MANAGEMENT COMMITTEE, OTHER COMMITTEES AND SUB-**

**COMMITTEES:**

- 8.2.1 Meetings may be held at such times and at such places within the Districts of Algoma and Sudbury in the Province of Ontario as the Chairperson of the committee determines.
- 8.2.2 Meetings may be formally called by the Commodore, or Vice Commodore or by the Secretary on the direction of the Commodore or Vice Commodore or on direction in writing of a majority of members of the Management Committee.
- 8.2.3 Notice of such meeting shall be given to each member of the committee by telephone or e-mail communication not less than 48 hours before the time of such meeting. No formal notice of any such meeting shall be necessary if all the Directors are present, or if those absent have signified their consent to the meeting being held in their absence.
- 8.2.4 A Management Committee meeting may also be held, without notice, immediately following the Annual General Meeting of the Members.
- 8.2.5 If all the directors present at or participating in the meeting consent, a meeting of the Board may be held by means of such telephone, electronic or other communication facilities as permit all persons participating in the meeting to communicate with each other simultaneously and instantaneously, and a director participating in such a meeting by such means is deemed to be present at that meeting and shall be deemed to consent to such meeting.
- 8.2.6 Dates, times and locations for regular meetings may by resolution be established by the committee and after adoption and communication of such resolution to the members of such committee no other notice shall be required for the conduct of such a meeting, provided that this provision does not obviate the need to give notice of agenda items requiring notice.
- 8.2.7 The statutory declaration of the Commodore notice has been given in accordance with this By-Law shall be sufficient and conclusive evidence of the giving of such notice.
- 8.2.8 A quorum for the conduct of business at meetings of the Management Committee requires a majority of members in office of such committee to be present.
- 8.2.9 Every question shall be decided by a simple majority of the votes cast on the question and in the case of a tie the Chairperson of the meeting shall be entitled to a second or casting vote, but need not do so, in which case, there being no majority, the decision on the question or issue is negative.
- 8.2.10 Minutes of all proceedings at meetings shall be recorded and entered in books kept for that purpose.
- 8.2.11 A declaration by the Chairperson that a resolution has been carried or not carried and an entry to that effect in the minutes of the Corporation shall be admissible in evidence as *prima facie* proof of the fact without proof of the number or proportion of the votes accorded in favour of or against such resolution.

8.3 **AD HOC MEMBERS**

8.3.1 The Committee may appoint from time to time as it finds appropriate persons to serve as “*ad hoc*” members of the Committee or any sub-committee on such terms as it deems appropriate.

8.3.2 Such *ad hoc* members:

8.3.2.1 serve at the pleasure of the Management Committee;

8.3.2.2 do not have any voting privileges;

8.3.2.3 need not be members of the Club.

## 8.4 **AD HOC COMMITTEES:**

8.4.1 The Management Committee may strike such *ad hoc* committees and with such terms of reference and membership as it deems advisable and such committee or committees shall be subject to the supervision of and be accountable to the Management Committee.

8.4.2 Such committees and sub-committees may be proposed by any voting member at any general meeting of members or by any member of the management Committee at any of its meetings.

8.4.3 The Commodore or the Commodore’s designate is an *ex-officio* member of all committees and sub-committees and has the right to vote at the meeting of such.

8.4.4 Meeting of such committees and selection of the committee chairperson will be conducted and determined as the committee self determines.

## 8.5 **EXECUTIVE COMMITTEE**

8.5.1 The Management Committee, may not establish an Executive Committee to which powers of the Management Committee are delegated, but this does not prevent the Management Committee from establishing working committees which report to the Management Committee for the purpose of assisting the Management Committee in arriving at decisions.

## 8.6 **COMPENSATION:**

8.6.1 Officer, directors, and committee members serve as such as volunteers without compensation or expectation of compensation in any manner shape or form save as provided for in these by-laws;

8.6.2 Those who serve in such capacities may apply hours spent to their “[work party hours](#)” requirement in each year, but “unspent” hours shall not carry forward into future years or back into past years and members may not “bank” unspent hours for future credit. See Schedule A Article 0 and 1.6.6 below.

8.6.3 Nothing prohibits an officer, director or committee member from receiving reasonable remuneration and expenses for services in any other capacity and every member may contract with the Club for such services provided that:

- 8.6.3.1 A written quotation for the work is provided by the member;
- 8.6.3.2 A contract is first entered into with the Club which contract is in writing specifying the material terms;
- 8.6.3.3 Any member who seeks a contract shall declare a conflict of interest on such matter on the agenda of any meeting considering the matter and may not vote on questions related thereto, though the member, if requested, may give advice otherwise speak to the matter;
- 8.6.3.4 Except in emergency matters, competing quotations are obtained;
- 8.6.3.5 Except in emergency matters, members are not entitled to be reimbursed for time spent prior to receiving a contract;
- 8.6.3.6 Members may be reimbursed for expenses incurred prior to receiving a contract in the discretion of the Management Committee;

## 8.7 PROTECTION OF MEMBERS:

8.7.1 **Liability:** No member of any committee or subcommittee, or officer of the Club, shall be liable for:

- 8.7.1.1 the acts, receipts, neglects or defaults of any other member of the Club;
- 8.7.1.2 any loss or expense happening to the Club through the insufficiency or deficiency of title to any property acquired for or on behalf of the Club;
- 8.7.1.3 the insufficiency or deficiency of any security in which any of the moneys of the Club are invested;
- 8.7.1.4 any loss or damage arising from the bankruptcy, insolvency or tortuous act of any person with whom any of the moneys, securities or effects of the Club are deposited;
- 8.7.1.5 any loss occasioned by an error of judgment or oversight;
- 8.7.1.6 any other loss, damage or misfortune which occurs in the execution of the duties of their office,

unless the same happens through their own dishonesty, or wilful neglect or default.

## 8.7.2 **Indemnity:**

8.7.2.1 Every director and officer and committee member and such one's heirs, executors and administrators, trustees and estate and effects, respectively, are from time to time and at all times, to be indemnified and saved harmless out of the funds of the Club, from and against:

- 8.7.2.1.1 all costs, charges and expenses whatsoever that such one sustains or incurs in or about any action, suit or proceeding that is brought, commenced or prosecuted against such one for or in respect of any act, deed, matter or thing whatsoever, made, done or permitted by such one in or about the execution of the duties of such one; and
- 8.7.2.1.2 all other costs, charges and expenses that such one sustains or incurs in or about or in relation to the affairs of the Club except such costs, charges or expenses as are occasioned by such one's own wilful neglect or default.

- 8.7.2.2 Each Director or Officer on being elected or appointed shall be deemed to have contracted with the Corporation upon the terms of the foregoing indemnities. Such indemnities shall continue in effect with regard to actions arising out of the term each Director or Officer held such office notwithstanding that he or she no longer continues to hold such office.
- 8.7.2.3 The failure by inadvertence of a Director or Officer of the Corporation to comply with the provisions of the constitution bylaws of the Corporation shall not invalidate any indemnity to which he or she is entitled under this Part.

**ARTICLE 9 MEMBERSHIP RESPONSIBILITY & ACCOUNTABILITY:**

**9.1 FEES, LEVIES & LIENS:**

- 9.1.1 Membership carries with it the responsibility of contributing to the expense of operating the Club.
- 9.1.2 Contributions are expected and required of members in the form of levies, fees and work party hours.
- 9.1.3 Levies, fees and provisions as to such and as to work party hours may be set, amended, or varied, from time to time by resolution of the Management Committee, but with the exception of a Special Levy are required to be ratified by the voting membership at the next general meeting of members before they become effective.
- 9.1.4 **SPECIAL LEVIES:** A Special Levy is one assessed by the Management Committee to address a specifically identified need or circumstance which the Management Committee in its discretion decides is sufficiently urgent or important and which cannot be adequately or appropriately met from current resources or reserves. Such levies:
- 9.1.4.1 may be collected by the Management Committee without first seeking approval of the membership, but may be set aside, rescinded or varied at a general meeting of members called in part for that purpose.
- 9.1.4.2 may be imposed only for the current year and may not be carried over to another year as the need for further funding can be addressed by way of levy endorsed by the membership at a general meeting of members or the Annual General Meeting.
- 9.1.4.3 are subject to all other provisions governing levies generally where not inconsistent with these provisions.
- 9.1.5 **LEVY ACCOUNTABILITY:** When a levy is assessed:
- 9.1.5.1 The purpose, need or circumstance addressed by the levy must be specifically identified and particularized;
- 9.1.5.2 Funds collected and expended under such levy are to be tracked in the financial records of the Club by the Treasurer.
- 9.1.5.3 Funds collected under such a levy are to be expended only for the purpose, need or circumstance for which the levy was approved;

- 9.1.5.4 Surplus funds not required for the purposes of the levy are to be added to the financial reserves of the Club and not expended except as approved by the membership.
- 9.1.6 Levy, fee and work party provisions are as set out in this Article and/or in [Schedule A](#) attached to these By-laws as amended from time to time.
- 9.1.7 The Management Committee has discretion to waive in whole or in part the fees or levies payable by a member on compassionate grounds. If the Management Committee declines to waive a fee for a member, such decision is final and not subject to appeal to the membership at a meeting of members.
- 9.1.8 Members are assessed fees, levies and work party hours for the privilege of membership and the right to store personal property on Club premises in accordance with these By-laws. Where a member is in default of payment of any amount owing to the Club, whether for such fees, levies and work party hours or otherwise, the Club has a lien upon the member's personal property stored on Club property and such lien is governed by the provisions of the Repair and Storage Liens Act of Ontario which provisions include the right to sale of the member's property by the Club for non-payment. If a member removes such property without payment of amounts due to the Club, the Club has and by virtue of membership, the member acknowledges that the Club has the right to a non-possessory lien
- 9.1.9 As security for payment of amounts due to the Club by a member, by becoming a member, each member grants to the Club a security interest in the member's personal property stored at the Club which security interest may be protected by the filing of a lien under the Personal Property Security Act of Ontario and the exercising of remedies under that Statute.
- 9.2 **SAFETY:** The Club is a self-help Club, owned and operated by its Members. As such it is the responsibility of every Member to ensure the safety of their guests, themselves, their family and personal property by following appropriate safety procedures and educating themselves concerning such prior to use of Club amenities.
- 9.3 **VESSELS: :**
- 9.3.1 Membership does not automatically entitle a member to have a vessel at the Club. Vessels are accepted to the Club in accordance with the Rules, Regulations, Policies and Procedures established by the Management Committee.
- 9.3.2 When a vessel is owned by more than one person, or by other than a natural person [eg by a corporation] each owner must be a member of the Club before the vessel is accepted to the Club.
- 9.3.3 Members are not permitted to charter their vessel to non members from the Club premises or to otherwise engage in a charter party business from Club premises.
- 9.4 **CONTACT INFORMATION: :** It is the responsibility of each member to ensure that the member's contact information as it appears in the records of the Club is full, current and correct in all respects as such information will be used for the purpose of giving notice to the member as may be required from time to time and notice is deemed to have been adequately given if given using the last known information as recorded in the books of the Club.

9.5 **RESPONSIBILITY FOR PERSONAL PROPERTY:**

- 9.5.1 Each member is responsible for the personal property brought to the Club by the member, whether such is owned by the member or not.
- 9.5.2 Responsibility includes the obligation to remove all such property upon termination of membership or as may be earlier required by the Management Committee for safety or other reasons.
- 9.5.3 Personal property, including vessels, not removed after notice to remove has been given, may be dealt with as though abandoned and may become the property of the Club upon resolution of the Management Committee.
- 9.5.4 If a member desires to offer personal property for sale at the Club premises, either before or after termination of membership, such member is to inform the Management Committee in writing of this intention and to label the property clearly as to ownership, contact information and price. [added AGM 2010]
- 9.5.5 If personal property is left on Club premises for 12 months or more, a storage fee may be imposed by the Management Committee and the Club will have a lien against such property for payment of this fee in accordance with the provisions of the Repair and Storage Liens Act of Ontario. [added AGM 2010]
- 9.5.6 The Club assumes no responsibility as bailee or otherwise for care of personal property left on the Club premises and the owner assumes all responsibility and risk associated with such property and its storage. [added AGM 2010]

9.6 **COMPLIANCE WITH RULES:** Upon admission to membership, each member is required to agree in writing to be bound by the By-laws, Rules, Regulations, Policies & Procedures of the Club and to be subject to them and to conduct themselves in accordance with them or be subject to discipline for any contravention and in default of such writing is nevertheless so bound.

9.7 **GENERALLY:** In addition to the By-laws, Rules, Regulations Policies & Procedures, members are required to govern themselves in accordance with the following additional principles:

- 9.7.1 Ignorance of the applicable provisions does not excuse non-compliance, but genuine confusion as to the application of any provision may be considered in determining what action to take following contravention by a member.
- 9.7.2 Club members are to ensure the safe, responsible and quiet operation of their watercraft and motorized vehicles.
- 9.7.3 Consideration and respect for other members, their enjoyment and safety are of utmost importance.
- 9.7.4 Failure of such consideration or respect on the part of one member does not justify reciprocal conduct by any offended member.
- 9.7.5 The mooring field and dock areas whether posted or not are each deemed to be a “NO WAKE ZONE”, which will be strictly enforced.

9.8 **DISCIPLINE:**

- 9.8.1 Members thought to be contravening provisions of this By-law or Rules or Regulations promulgated under the authority of this By-law or otherwise engaging in conduct

inconsistent with or injurious to Club values are subject to disciplinary action in accordance with the following provisions:

9.8.1.1 **Reporting:** conduct of a membership thought to be warranting discipline may be brought forward in the following manner:

9.8.1.1.1 Where at least Six Full Members consider that another member has engaged in conduct which is or could be injurious to the Club or its reputation or which is in contravention of the By-laws, Rules or Regulations of the Club, and that such conduct is serious enough to consider the application of disciplinary sanction, they may, in writing signed by each of them and providing particulars of the conduct complained of [the “**Complaint**”], bring to the attention of the Management Committee the misconduct of such other Member, whether such conduct occurred within or outside of the Club, the following Disciplinary Procedures are deemed to have been invoked.

9.8.1.1.2 When, in the opinion of the Management Committee, a Member persistently refuses to conform to a by-law, rule or regulation of the Club, or persistently engages in unsafe practices either on Club property or on the water, the Management Committee may invoke the following Disciplinary Procedures.

9.8.1.2 **Disciplinary Procedures:** upon the invoking of disciplinary action:

9.8.1.2.1 Management Committee will:

9.8.1.2.1.1 inform the Member in writing of the Complaint

9.8.1.2.1.2 provide particulars sufficient to allow the Member to know the conduct complained of and the specific episodes involved;

9.8.1.2.1.3 provide the Member with a copy of the Complaint where such has been lodged by other members;

9.8.1.2.1.4 provide the Member an opportunity to appear before it and hear the Complaint, and respond to it either orally or in writing or both;

9.8.1.2.2 After hearing from the Member’s response to the Complaint, the Management Committee may:

9.8.1.2.2.1 Reprimand the Member

9.8.1.2.2.2 Suspend the Member’s membership of specific privileges

9.8.1.2.2.3 Declare the Member to be no longer “in good standing”

9.8.1.2.2.4 Request that the Member resign membership in the Club

9.8.1.2.2.5 Refer the matter to a general meeting of members for the purpose of seeking approval of a resolution terminating the Member's membership as provided for in Article 5.06.vi.

9.8.1.3 **Reconsideration:**

9.8.1.3.1 A member disciplined under this Article may seek reconsideration of the finding of misconduct and/or the sanction imposed by delivering to the Secretary in writing the nature of the request and grounds and submissions relied upon in support of such request within 14 calendar days of decision reached by the Management Committee.

9.8.1.3.2 Upon receipt of a request for reconsideration, the Secretary will deliver such to the Commodore.

9.8.1.3.3 The Commodore will call a special meeting of the Management Committee to reconsider the matter as soon as is practicable.

9.8.1.3.4 In reconsidering the matter, the Management Committee may, but need not:

9.8.1.3.4.1 agree to re-open the hearing of the complaint to receive further information;

9.8.1.3.4.2 agree to hear from the Member in person;

9.8.1.3.4.3 agree to hear from other interested Members on the Member's behalf.

9.8.1.3.5 The Commodore will advise the Member of the outcome of the reconsideration.

9.8.1.4 **Request To Resign:** Where the Management Committee imposes upon a Member a sanction in the form of a request that the Member resign from membership;

9.8.1.4.1 The Member will be informed in writing of the decision and the reasons for such, such notice to be delivered personally or by registered mail to the Member's last known address as recorded on the records of the Club;

9.8.1.4.2 The Member will resign membership forthwith after receipt of such decision;

9.8.1.4.3 Until the resignation is received, all membership privileges are

automatically suspended and the Member is deemed to be not in good standing;

- 9.8.1.4.4 If the Member does not resign or appeal the decision within 14 days, the Management Committee will cause the matter to be brought before the next general meeting of members and may call such a meeting to consider the adoption of a membership resolution terminating the membership of the Member in accordance with Article 5.06.vi.

**ARTICLE 10 LIABILITY OF CLUB TO MEMBERSHIP:**

- 10.1 Membership is granted and use of the Club's facilities or equipment is permitted conditional upon acceptance by the member of the principle that the Club assumes no responsibility and is not liable for any Member's guests, person, personal property or safety.

**ARTICLE 11 FINANCIAL YEAR:**

- 11.1 The financial year of the Corporation shall end on September 30th in each year.

**ARTICLE 12 AUDIT:**

- 12.1 Audits shall be conducted as, when and how required by the provisions of the Corporations Act.

**ARTICLE 13 RULES OF ORDER:**

- 13.1 Subject to the provisions of this By-law, the Corporations Act of Ontario and where not inconsistent with such, the business of the Corporation, its meetings, procedures and governance shall be conducted in accordance with the principles established in the publication "Procedures for Meetings and Organizations" by Kerr & King as published by Carswell, but until request is made for conduct of a meeting in strict compliance with such, a meeting may adopt such informal practices as appear convenient to it.

**ARTICLE 14 NOTICE**

- 14.1 **Delivery:** Whenever notice is required to be given, except as otherwise provided, such notice may be given personally or via facsimile or e-mail or other such electronic means or by depositing same in a post office or a public letter box, in a prepaid sealed wrapper addressed to the recipient at such person's address as the same appears on the books or records of the Corporation. Such notice is deemed to have been received upon being given. For the purpose of sending notice to any member, Director or officer for any meeting or otherwise, the address, fax number or e-mail address of any member, Director or officer shall be such person's last such information recorded on the books of the Corporation. It is the responsibility of each member to keep the Secretary advised of any changes to the recorded contact information for the member and to periodically

check the information recorded for accuracy. Notice is sufficiently given if given using the most recent recorded data for the member.

- 14.2 **Error Or Omission In Notice:** No error or omission in giving notice of any annual or other meeting or any adjourned meeting, whether annual or otherwise, of the members of the Corporation or of any other business shall invalidate such meeting or make void any proceedings taken thereat and any member may at any time waive notice of any such meeting and may ratify, approve and confirm any or all proceedings taken or had thereat.

#### **ARTICLE 15 ADJOURNMENTS:**

- 15.1 Any meetings of the Corporation or of the Directors may be adjourned to any time and any business may be transacted at such rescheduled meetings as might have been transacted at the original meeting. No notice shall be required of any such adjournment. Adjournment may be made notwithstanding that no quorum is present.

#### **ARTICLE 16 EXECUTION OF DOCUMENTS**

- 16.1 Contracts in the ordinary course of the Corporation's operations may be entered into on behalf of the Corporation by the Commodore or Vice Commodore or by any person authorized by the Management Committee.
- 16.2 The Management Committee may by resolution authorize the execution of any document by electronic or facsimile methods, e.g. signature stamps or electronic copies of a persons original signature.
- 16.3 Deeds, transfers, licenses, contracts and engagements on behalf of the Corporation shall be signed by either the Commodore or Vice Commodore and by the Secretary, and the Secretary shall affix the seal of the Corporation to such instruments as require the same.
- 16.4 All cheques, bills of exchange or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation, shall be signed by such officer or officers, agent or agents of the Corporation and in such manner as shall from time to time be determined by a resolution of the Board of Directors and any one of such officers or agents may alone endorse notes and drafts for collection on account of the Corporation through its bankers, and endorses notes and cheques for deposit with the Corporation's bankers for the credit of the Corporation, or with same may be endorsed "for collection" or "for deposit" with the bankers of the Corporation by using the Corporation's rubber stamp for the purpose. Any one of such officers or agents so appointed may arrange, settle, balance and certify all books and accounts between the Corporation and the Corporation's bankers and may receive all paid cheques and vouchers and sign all of the bank's forms or settlement of balances and release or verification slips.
- 16.5 Notwithstanding any provisions to the contrary contained in the By-Laws of the Corporation, the Management Committee may at any time by resolution direct the manner in which and the person or persons by whom, any particular instrument, contract or obligations of the Corporation may or shall be executed.

**ARTICLE 17 BOOKS AND RECORDS**

- 17.1 The Secretary shall see that all necessary books and records of the Corporation required by the By-Laws of the Corporation or by any applicable statute or law are regularly and properly kept.

**ARTICLE 18 COMPLIANCE WITH LAW**

- 18.1 Nothing in these By-laws or other By-laws or Rules and Regulations of the Corporation are intended to conflict with the governing statutes and regulations of the Province of Ontario or the Government of Canada and are to be interpreted accordingly.
- 18.2 Officers are required to know and conduct themselves and the business of the Corporation in accordance with law and nothing in these By-laws or the practices adopted by the Club or its members excuses non-compliance with requirements of law.

**ARTICLE 19 DISSOLUTION:**

- 19.1 Upon dissolution of the Corporation, after payment of all debts and liabilities, the remaining property of the Corporation will be distributed or transferred to such :
- 19.1.1 Municipal corporations;
  - 19.1.2 Charitable organizations, and/or
  - 19.1.3 Organizations whose objects are beneficial to the community,
- as the voting members at such time, by special resolution [requiring a majority of two thirds of the votes cast at a general meeting of the members [all members] duly called for that purpose ] and by-law, decide.
- 19.2 In making such determination, the members will endeavour to be guided by:
- 19.2.1 the provisions of the Letters Patent which provide that the Corporation shall be carried on without the purpose of gain for its members and any profits or other accretions to the corporation shall be used in promoting its objects; and
  - 19.2.2 the fact that the land owned by the Club was donated to the Club with the understanding that it would be granted to other organizations beneficial to the community if no longer needed for Club purposes.

**ARTICLE 20 COMING IN TO FORCE**

- 20.1 These By-laws come in to force on the day upon which they are confirmed by the membership at a general meeting of members duly called in part at least for that purpose.
- 20.2 Upon the coming in to force of these By-laws, all former by-laws relating generally to the organization and operation of the Club are repealed, but no act done or right acquired under any such by-law is prejudicially affected by such repeal.

**ARTICLE 21 BY-LAW & RULES ADOPTION & AMENDMENT:**

21.1 **POWER TO PASS:** The Management Committee may pass By-Laws to regulate:

- 21.1.1 the admission of persons and unincorporated associations as members and as ex officio members and the qualification of and the condition of membership;
- 21.1.2 the levies, fees and dues of members;
- 21.1.3 the issue of membership cards and certificates;
- 21.1.4 the suspension and termination of memberships by the Corporation and by the member;
- 21.1.5 the qualifications of and the remuneration, if any, of the Directors and officers;
- 21.1.6 the time for and the manner of election of officers and Directors;
- 21.1.7 the appointment, remuneration, functions, duties and removal of agents, officers and employees of the Corporation and the security, if any, to be given by them to it;
- 21.1.8 the time and place and the notice to be given for the holding of meetings of the members and of the Board of Directors, the quorum at meetings of members, the requirement as to proxies and the procedure in all things at members' meetings and at meetings of the Board of Directors;
- 21.1.9 the Rules, Regulations, Policies and Procedures governing the members and those utilizing Club facilities and equipment;
- 21.1.10 the conduct in all other particulars of the affairs of the Corporation.

21.2 **CONFIRMATION REQUIREMENT:** These By-laws and Rules, Regulations, Policies & Procedures adopted under them may be amended by resolution adopted by the Management Committee and:

21.2.1 With respect to By-laws, such amendment, unless in the meantime confirmed at a general meeting of the members duly called for that purpose, is effective only until the next annual meeting of the members unless confirmed thereat, and, in default of confirmation thereat, ceases to have effect at and from that time, and in that case no new by-law of provision of the same or like substance has any effect until confirmed at a general meeting of the members.

21.2.2 With respect to Rules, Regulations, Policies & Procedures and the Schedules to this By-law, such amendment does not require confirmation or ratification by the membership except for quantum of fees, levies [other than a Special Levy] or dues, with respect to which see 9.1.3 above and Schedule "A" 1.9.8 below

21.3 The members may at a general meeting or an annual general meeting, confirm, reject, amend or otherwise deal with any by-law passed by the directors and submitted to the meeting for confirmation, but no act done or right acquired under any such by-law is prejudicially affected by any such rejection, amendment or other dealing.

21.4 The By-laws, Rules, Regulations, Policies and Procedures may be amended by the membership by resolution adopted at a meeting called for that purpose in accordance with other provisions of the Corporations Act of Ontario and the provisions of these By-laws and in particular Article 6.4 above.

## ADOPTION AND AMENDMENTS

1. 2008-04-26: Adopted by Resolution of the Management Committee dated April 26, 2008
2. 2008-04-26: Adopted and Confirmed by Special Resolution of the Members at the General Meeting of Members held on April 26, 2008 at Spragge, Ontario
3. 2009-04-25: Amended at Spring Planning Meeting as to Schedule A Article 1.8 Boating/Storage Fees
4. 2010-04-10 Amend by Management Committee as to Schedule B – Sponsors
5. 2010-10-16 Amended at Annual General Meeting as to:
  - a. 9.5.4 -9.5.6 – Responsibility for Personal Property
  - b. Schedule A Article 1.3 & 1.6 – Work Party Fee

Witness the seal of the Corporation

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**Commodore**

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**Secretary**

**SCHEDULE A  
FEE PROVISIONS**

- 1.1 Authority for the levy of Fees is established principally by Article 9.1of the By-laws. Other provisions of the By-laws may also apply. The By-laws provide for amendment of the fee rates by the Management Committee, subject to ratification of such changes at the next Annual General Meeting of Members.
- 1.2 Members and others pay fees in accordance with the following tables and provisions:
- 1.3 **Membership Fees** include an Initiation Fee, Annual Fee and Work Party Fee as follows:

<b>Membership Class</b>	<b>Initiation Fee</b>	<b>Annual Fee</b>	<b>Work Party Fee*</b>
Full Member	\$1050 [may be paid over 2 years: see Article 1.9.4 below] [amended AGM 2010]	\$350	\$30.00 / hour for 20 hours [in the second and subsequent years of membership as in 1.6 below]
Sustaining		\$20	
Immediate Family [over 21 child of a full member]	\$100	\$50	
Junior [over 16/under 21]	\$30	\$15	
Student [full time & over 21]	\$30	\$15	
Summer *[see 1.5 below]		\$500	
Cruising - Regular		\$350	\$400
Cruising -Extended Option *[see 1.7 & 1.8.6 below]		\$100 [optional]	
Associate		\$50	

- 1.4 **Membership Year:** A membership year for the purpose of determining fees means:
  - 1.4.1 In the first year of membership, the remaining portion of the financial year of the Club;
  - 1.4.2 In subsequent years, a financial year of the Club;
  - 1.4.3 In the last year of membership, that portion of the financial year of the Club prior to the termination of membership.
  - 1.4.4 The financial year of the Club begins on October 1st of one calendar year and ends on September 30th of the next calendar year
- 1.5 **\*Summer Membership:**
  - 1.5.1 This is a one time only fee.
  - 1.5.2 Summer membership cannot be renewed or obtained in subsequent years.
  - 1.5.3 Fee may be applied to full membership fees for the current year if the summer member applies to become a full member prior to September 1<sup>st</sup>.
- 1.6 **\*Work Party Fees:** [amended AGM 2010]
  - 1.6.1 Full Members pay a Work Party Fee at the rate set out above.

- 1.6.2 During the first year of membership, and every year thereafter, the member is expected to contribute at least 20 hours of work on approved Club projects and to record all hours of work in the Work Party Log maintained in the Clubhouse.
- 1.6.3 At the commencement of the second year of membership and each year thereafter, the member is charged a new work party fee, but credit is given to the member for qualifying work party hours logged in the previous membership year.
- 1.6.4 No credit is given for unlogged hours.
- 1.6.5 The log is closed off at October 31st of each calendar year.
- 1.6.6 Credit is given at the hourly rate set out above
- 1.6.7 Members of the Management Committee earn a credit of 20 hours by virtue of their office as they contribute far in excess of that time during their tenure.
- 1.6.8 Hours logged in excess of 20 hours in any year are not carried forward into the following year or years.
- 1.6.9 In the last year of membership or part thereof, work party hours logged do not earn or entitle the member to any credit or refund of work party fees or other compensation from the Club.
- 1.6.10 Work Party Fees are non-refundable.
- 1.6.11 Work Party hours are not transferable to other members.

**1.7 Cruising Members: [see also Article 5.8.7 above]**

- 1.7.1 Retain the rights and privileges that attend their membership class prior to becoming a Cruising Member [eg. voting privileges, seniority, mooring position and space on the storage rail] if they pay the full fees that accompany each of such rights and privileges [eg. annual membership, work party, and boating fees] for each year or part thereof that they are away from the Club;
- 1.7.2 Are entitled to have their membership fee reduced to \$100.00 if they extend [see Cruising – Extended Schedule A 1.3 above] their absence from the Club beyond the end of the second whole boating season following their departure, in which case they retain their membership number and storage privileges [storage box and cradle in the yard], but don't retain space on the storage rail or their mooring position.
- 1.7.3 To retain their rail storage and mooring position privileges, Cruising Members must pay their full annual membership [annual and work party fees] and boating fees each and every year, including the first two years, while they are away from the Club.
- 1.7.4 If rail storage and mooring position privileges are relinquished, seniority is retained, but seniority does not entitle the senior member to “bump” another member from their rail storage privilege or from their mooring position, but only entitle the member to be higher on the waiting list relative to new or vacant spaces being allocated.

**1.8 Boating Fees & Storage Fees:**

<b>Category</b>	<b>Particulars/Description</b>	<b>Boating Fees:</b>	<b>Storage Fees:</b>
<b>All except below</b>	<b>Boats</b> Fee is calculated on the basis of area as of the boat [length x beam] determined by <a href="http://www.sailboatdata.com">www.sailboatdata.com</a>	\$0.75 per square foot of boat area	\$0.75 per square foot or boat area

Category	Particulars/Description	Boating Fees:	Storage Fees:
<b>Dinghies</b>	Affiliated with any of the above boats	No Charge	No Charge
<b>Misc.</b>	Sailing Dinghies, Runabouts etc. retrieved after each use other than those allowed under Article 1.8.1.4 below of this Schedule and affiliated with any of the above boats	\$50.00 per year	
1.8.1	Payment of the <b>Boating Fees</b> entitles the member:		
1.8.1.1	to use of the Docks, Electricity, and Water facilities;		
1.8.1.2	to an assigned mooring location, if available;		
1.8.1.3	to use of club owned on-water equipment; and		
1.8.1.4	to place an approved storage box in a location designated by the Fleet Captain, for the enjoyment of:		
	<ul style="list-style-type: none"> <li>• a vessel that is accepted into the Club by the Management Committee, and</li> <li>• a maximum of three tenders or boats, each not longer than half of the length of the member's accepted vessel.</li> </ul>		
1.8.2	Payment of the <b>Storage Fees</b> entitles the member:		
1.8.2.1	To use of the Marine Railway, Rail Storage, Electricity, Water, Launch and Haul-out facilities; and		
1.8.2.2	To use of NCYC owned shore equipment.		
1.8.3	The annual Boating and Storage Fees are for each membership year or part thereof during which the member has a vessel registered with the club.		
1.8.4	A member may have the Storage Fees otherwise payable waived if all of the following terms are met with respect to each year of fees waived:		
1.8.4.1	The member undertakes in writing not to use NCYC facilities or premises to haul-out or launch or store the member's boat or cradle [except for cradle storage off the rails and except for the dinghy launch ramp]; For added clarity and certainty, it is the intent of this provision that if the members use the facilities or premises for any one or more of haul-out, launching or storage of the member's boat or cradle, then such use disentitles the member to the waiver of the Storage Fees.		
1.8.4.2	The member removes the boat's cradle, if any, from the marine railway rails;		
1.8.4.3	If the member's cradle is to be stored in the yard, the member agrees to pay any applicable storage fee;		
1.8.4.4	The member acknowledges in writing that if the cradle is removed from the rails:		
1.8.4.4.1	there is no guarantee of space on the rails should the member later desire to resume use of the rails;		
1.8.4.4.2	While seniority is retained, such seniority does not entitle the senior member to "bump" another member from their rail storage, but only entitles the senior member to be higher on the waiting list relative to new or vacant spaces being allocated if and when any become available and there is no guarantee of such availability.		
1.8.5	In the year of final departure of the vessel from the club, the prior year's fee will cover the use of yard and waterfront facilities up to two weeks after the date of official opening of the boating season [as determined by the Management Committee] for that final year.		

- After that time, either the new year's boating fees must be paid, or the owner must pay each week the rate charged for visiting boat dockage while the boat is at the club.
- 1.8.6 \*For Cruising Members, Boating fees will be waived for the time a member is on an extended cruise away from the Club if:
    - 1.8.6.1 The member requests such waiver in writing in advance of commencing the cruise,
    - 1.8.6.2 The absence from the Club is for a full boating season for each year of fees waived.
    - 1.8.6.3 The member agrees that temporary return of the vessel to the Club will entail dockage fees at the same rate as other visiting vessels as though the member were not a member, to a maximum of the annual boating fees for that year, including any extras for slip rental privileges etc.
    - 1.8.6.4 The member pays the full Membership fee [i.e. does not elect the reduced fee as in 1.7.2 above] and agrees that the member's assigned mooring location can be assigned to others during the member's extended cruise period.
  - 1.8.7 After three years of absence from the Club while on extended cruise, the member waives any pre-existing mooring location assignment and space on the storage rail unless boating fees and full annual membership fees are paid each year of the cruise as though the member's vessel were present at the Club.
  - 1.8.8 To retain their mooring location and space on the storage rail, cruising members must pay their full annual membership and boating fees each and every year, including the first three years, while they are away from the Club.
  - 1.8.9 When a Member, or Membership Couple, brings a second vessel to the club before removing the first vessel, a period of up to four months will be allowed for both vessels at the club, after which a second boating fee will be payable for each year or part of a year that both vessels are at the club until one of the vessels is disposed of.
  - 1.8.10 Boating fees are not prorated or refunded by the Club. If the vessel is sold and leaves the Club, boating fees will not be refunded.
  - 1.8.11 When a member sells a vessel to another member or prospective member, adjustment of the boating fee is a private matter between vendor and purchaser.
  - 1.8.12 A new member who purchases a vessel from a member who's boating fee is paid for that year, will not be assessed a boating fee for that same year.
  - 1.8.13 When a member sells a vessel to another member and brings replacement vessel to the club, a new boating fee is assessed for the replacement vessel.
  - 1.8.14 A member selling a vessel is not eligible to sponsor the new member's application, if the selling member is leaving the club.
  - 1.8.15 If a member dies, the spouse may, be granted one free year in which to sell the vessel, after which full membership, boating fee and work party fee will be payable.
- 1.9 **FEES GENERALLY:**
- 1.9.1 All members will pay fees in accordance with these Fee Provisions.
  - 1.9.2 In order to exercise voting privileges, members must be in good standing and must have paid all fees due to the Club prior to the meeting at which a vote is to be exercised.
  - 1.9.3 Except for new members, fees are due March 1st in each year, but may be paid in equal instalments on March 1st and May 15th.
  - 1.9.4 New members pay fees at the time of making their application for membership, but may elect to pay the initiation fee in two equal instalments over two years.
  - 1.9.5 If fees are not paid in full by May 15th:
    - 1.9.5.1 the member ceases to be in good standing until the fees are paid in full, and

- 1.9.5.2 interest is charged on the unpaid balance at the rate of 2% per month compounded monthly, the equivalent of 26.8% per annum.
- 1.9.6 Fees are not refundable even if a member resigns from the club or otherwise loses or discontinues membership.
- 1.9.7 Fees are assessed annually and are not pro-rated irrespective of when a member joins the club.
- 1.9.8 The provisions of this Schedule “A” may be amended from time to time by the Management Committee, without amendment of the By-law, but, with the exception of a Special Levy, changes in fee rates and levies must be ratified by the membership at a general meeting of members before such can be levied.
- 1.9.9 The Management Committee has discretion to waive in whole or in part the fees or levies payable by a member on compassionate or other grounds. If the Management Committee declines to waive a fee for a member, such decision is final and not subject to appeal to the membership at a meeting of members.
- 1.10 FEES UPON ADMISSION TO MEMBERSHIP:**
- 1.10.1 Upon making application for membership, the applicant must attach to the application a cheque for the fees due upon admission to membership.
- 1.10.2 Upon admission to membership, the member must pay the full amount of the initiation and other fees required of a new member [with appropriate allowance for instalment payments as in Article 1.9.4 above and before the member may exercise the benefits of membership including the use of Club facilities;
- 1.10.3 if the amounts required to be paid are not paid within 30 days of approval of the application, [eg. the applicant’s cheque is not honoured by the bank], the membership status may be withdrawn by the Management Committee, unless arrangements suitable to the Committee are made by the member.
- 1.10.4 New members who join prior to September 1st must pay fees for that year and such fees are not pro-rated. It is suggested that Summer Membership be considered instead or that the applicant indicate that membership is sought for membership only after September 1st.
- 1.10.5 New members who join on or after September 1st but before October 1st, pay full fees, but such payment is credited towards the next financial year of the Club, which commences October 1st.
- 1.11 FEES UPON CHANGE IN MEMBERSHIP:**
- 1.11.1 A member who desires to change membership class or to resign membership, must do so or make application for such by January 1st in order to avoid liability for fees for the current financial year.
- 1.11.2 A change in membership class or resignation does not entitle the member to a cancellation or refund or pro-ration of any annual or seasonal fees accrued or paid nor does it relieve the member from responsibility for any debt owed to the Club;
- 1.11.3 \*Cruising Members are entitled to exercise certain options concerning privileges and fees. In this regard see Article 5.8.7of the By-laws and Article 1.8.6 of this Schedule.
- 1.12 DOCKAGE:**
- 1.12.1 **At its discretion, the Management Committee may in each year designate a limited number of slips on the finger docks for summer rental to members or transient**

**boaters on such terms and at such rates as the Management Committee may deem advisable.**

**SCHEDULE B**  
**SCHEDULE OF DUTIES**

This Schedule sets out the principle duties of various offices, positions, and committees. These lists are not intended to be exhaustive, but are illustrative only of the duties to be undertaken by those assigned to these posts.

The various positions are set out as follows:

<b>POST</b>	<b>Page</b>
Commodore	46
Dock Master	47
Fleet Captain	48
Members-at-Large	49
Membership Recorder	50
Rear Commodore	51
Secretary	52
Social Convenor	53
Sponsors	54
Treasurer	55
Vice Commodore	56
Cradle Committee	57
Planning Committee	59

## **Duties and Responsibilities of the Commodore**

In addition to being Ex-officio voting member on all club committees and sub-committees,

The Commodore is responsible for:

- ❑ ensuring the club has an up-to-date written operating and long range plan meeting the requirements of the club objectives;
- ❑ organizing and chairing management committee meetings; annual general meeting, spring planning meeting and any special or general club meeting;
- ❑ the enforcement of all club by-laws, rules and regulations;
- ❑ ensuring that the activities and assets of the Club are protected by adequate insurance;
- ❑ club communications: verbal and written, with members and outside organizations, via the newsletter and by other means; as well as public comment or response on behalf of the club;
- ❑ negotiating with other clubs as well as other organizations, governments, and people on issues of major interest to the club;
- ❑ hosting the Commodore's Cruise;
- ❑ promoting club's interests and aspirations;
- ❑ recommending committees and approving their duties as authorized by the management committee.

**Duties and Responsibilities of the Dock Master**

The Dock Master is required to:

- ❑ Sign an agreement with the Management Committee listing in detail the duties and responsibilities expected of the position. The agreement will also list, in detail, the salary, benefits, conditions and financial compensation provided to the Dock Master for the services provided.

The duties and responsibilities listed in the detailed agreement mentioned above shall include, but shall not be restricted to:

- ❑ Liaising with the Vice-Commodore, who is the Management Committee designate, on any concern or problem related to working, benefit, salary or living conditions.
- ❑ Managing the collection and administration of all monies due to the club and provide written reports to the appropriate member of the Management Committee;
- ❑ Ensuring the security and safety of the club property as well as all member boats while at mooring, at the dock or in storage in the yard;
- ❑ Tending the service dock by dispensing fuel, providing pump-out services to transient boaters, providing ice and generally welcoming, assisting and directing transient boaters and guests to the club;
- ❑ Assisting the Management Committee in the enforcement of the rules and regulations of the club;
- ❑ Providing cleaning, maintenance, snow clearing and care-taking services to the clubhouse, the shower building, the water system and the club property;
- ❑ Supervising other employees of the club, as and when required;
- ❑ Being polite and courteous to all visitors and members;
- ❑ Raising and lowering the flags.

## **Duties and Responsibilities of the Fleet Captain**

The Fleet Captain is responsible for:

- ❑ ensuring compliance with technical standards and specifications for moorings and boat cradles, be they fixed or mobile;
- ❑ boat storage yard and member dock box area, including the allocation of boat and dock box storage locations and dinghy storage, both summer and winter;
- ❑ moorings and mooring field, including the assignment of mooring locations to members;
- ❑ the safe and proper operation of the club launch rail, mast rack, mast lift tripod and boat launch;
- ❑ the maintenance in good and safe condition all docks, whether floating or fixed, and all electrical and water services on those docks up to and including the nearest electrical distribution panel or water distribution header;
- ❑ the winter storage and maintenance of all equipment and areas in his area of responsibility;
- ❑ maintaining in good and safe condition the club dinghy, motor(s), and equipment, including all necessary licenses and permits;
- ❑ designation and maintenance of a Club swimming area;
- ❑ maintaining and keeping current the club list of approved projects.

## **Duties for Members-at-Large**

### **Duties of Member at large for Buildings**

- ❑ Responsible for the care of all buildings (dock master's house, shower building, storage sheds, clubhouse, service dock kiosk, winch shed, pump house building, mast rack etc.) on the yacht club property including coordination with the owners of the dock boxes.

### **Duties of Member at large for Equipment**

- ❑ Responsible for the care of all the club equipment, including equipment in the yard (loader, dozer, haul out winch, downhaul windlass, high pressure wash, etc), in storage (jacks, pumps, winches, hand tools, etc), on the docks (fuel/gas pump, diaphragm pump-out pump, fire pump, etc) and the barge/club boat (winches, connectors, anchors, outboard motors, bilge pumps, etc)

### **Duties of Member at large for Yard**

- ❑ Responsible for the care of the yard and parking lot, including the entire track system, the transfer car, the mast 'A' frame, the club rolling cradle, the beach, the beach play equipment, the entrance gate, the management of the storage and disposal yards, all electrical systems buried and aerial and on docks, coordination with the railway track authority for the crossing, etc.

### **Duties of Member at large for Water and Sewer**

- ❑ Responsible for the care of the water and sewer system of the club, including the maintenance of the well, the pump house equipment, the water and sewer system infrastructure, the septic bed, etc, as well as the sampling and the management of all water tests as per legal and safety requirements.

## **Duties and Responsibilities of the Membership Recorder**

The Membership Recorder is responsible for:

- ❑ maintaining an up-to-date spreadsheet of information for all Club members including, contact, insurance, boat and mooring;
- ❑ maintaining the New Member package for the information and use of potential members that include, general information about the club, requirements for consideration for admission to the Club, basic rules of the Club, fees and responsibilities of sponsors;
- ❑ providing a regular supply of New Member Packages in an accessible location in the Club house;
- ❑ providing guidance to new members in finding sponsors and reminding sponsors of their responsibilities;
- ❑ communicating with the Treasurer, Secretary and the Fleet Captain to ensure that all information regarding members and their associated data is current and correct;
- ❑ ensuring that sponsors are aware of their responsibilities.

## **Duties and Responsibilities of the Rear Commodore**

The Rear Commodore is responsible for:

- ❑ providing advice and information to the Management Committee concerning past decisions, rules, regulations and activities;
- ❑ providing advice and peer review to the Commodore, if and when deemed important and necessary;
- ❑ boating and club safety review, training and improvements;
- ❑ assuming the lead role on the nominating committee, and recruiting members to sit on various club committees;
- ❑ Presiding as required, in the absence of the commodore and vice commodore.

## **Duties and Responsibilities of the Secretary**

The Secretary is responsible for:

- ❑ the preparation and issuing all notices and minutes of all Management Committee meetings, Spring Planning Meetings, Annual General Meetings and any other Special or General Membership meetings;
- ❑ maintaining an up to date Minutes binder at the NCYC clubhouse that contains all approved minutes of Management Committee, active sub-committee(s), Annual General Meeting, and Spring Planning Meetings;
- ❑ organizing and maintaining the historical club files, including all correspondence and results of all motions of all club and Management Committee meetings and all new or revised Club Constitution, By-laws, Rules, Regulations and procedures;
- ❑ editing and issuing the club's newsletter as directed by the Commodore;
- ❑ corporate filings as required by law;
- ❑ up-dating the names of officers recorded in the provincial government record within 14 days of the meeting at which such change occurs;
- ❑ liaising with the Club web-master;
- ❑ maintaining and keeping current the Club membership and proof of insurance database and liaising with the Membership Recorder.

## **Duties and Responsibilities of Social Convenor**

The Social Convenor is responsible for:

- ❑ soliciting and scheduling convenors for all club events;
- ❑ directing and assisting convenors when and if necessary;
- ❑ directing and assisting convenors with their budget preparation, financial accounting, reporting to the Treasurer and all necessary administration to organize the social event;
- ❑ collecting, updating and keeping track of procedures, recipes, instructions and aids that future convenors may require to plan and put on the social event;
- ❑ establishing, updating and maintaining list of maximum number of hours that can be credited as work hours for every social event convened;
- ❑ reporting to management committee when and if required and as requested;
- ❑ organizing the phone fan.

## **Duties and Responsibilities of Sponsors**

*adopted by Management Committee April 10, 2010*

1. The sponsors of a member to the North Channel Yacht Club must be members in good standing.
2. The sponsors should get to know the potential member, and be prepared to recommend the person as a suitable club member.
3. The applicant or the sponsors shall obtain the necessary forms from the management committee and discuss these with the individual, making it clear what the club is about and what the expectations of membership involve.
4. The sponsors must see that the forms are completed and a cheque for initiation fee, yearly membership, boating fee and work party fee along with the boat Insurance particulars are attached. The forms are to be presented to the treasurer so that the application can be posted, then discussed at the next management committee meeting.
5. After the sponsors have been informed that the new members have been admitted to membership, it is the sponsors' responsibility to make the new members welcome and to help them fit into the club.
6. The sponsors must be present when the new member brings his or her boat to the club for the first time, must introduce them to other members, must introduce them to the Dockmaster, and see that they get a gate key.
7. It is the responsibility of the sponsors to ensure the new member is aware of policies of the club regarding the use of the dock, fuelling procedures, pump-out procedures, presence of visitors, gate security practices, parking, clubhouse use, shower building use, work parties, policies of handling of boats, operation of the winch, mooring requirements, cradle requirements, and any other information which will help the new member to fit into the club satisfactorily.
8. The sponsors will be responsible for ensuring that the new member correct any habits which are not in keeping with the club policies, or correct any complaints which have been brought to the management committee, and which the committee feels need to be corrected.
9. The sponsors shall provide assistance and guidance to the new member with the selection, purchase and/or construction and placing of the new member's mooring.
10. The sponsors shall be present and shall provide assistance and guidance to the new member when his/her boat is launched and hauled-out for the first time.
11. The sponsors shall advise and accompany the new member to the first available Club safety day instructions.
12. Should the sponsors not be able or be unavailable to fulfill their responsibilities, they shall ensure that another qualified member is available to assist the new member on their behalf.

## **Duties and Responsibilities of the Treasurer**

The Treasurer is responsible for:

- ❑ developing, obtaining and maintaining the club accounting system;
- ❑ preparing and reporting club budgets and variance reports;
- ❑ managing cash flow, accounts receivable, and accounts payable;
- ❑ providing regular budget and accounting reports to Club and Management Committee meetings;
- ❑ payments of club expenses as duly authorized by club officers;
- ❑ preparing an annual report of all club financial activities for the year and presenting it at the Annual General Meeting;
- ❑ financial filings as required by law.

## **Duties and Responsibilities of the Vice Commodore**

The Vice Commodore is responsible for:

- ❑ Assisting the commodore in the discharge of commodore duties
- ❑ officiating, in the absence of the Commodore, and assisting any other officer, whenever necessary;
- ❑ all new member activities including presenting new member applications to the Management Committee, after review; chairing the new member's committee; meeting with the Fleet Captain and all new members with their sponsors to review and discuss the information in the current Member's Package;
- ❑ security of all club property such as management and control of locks and keys that provide access to the property by road and to buildings and lockers that contain valuable club assets, as well as ensuring that expensive equipment is properly stored and/or secure.
- ❑ coordinating with Management Committee and the Dock Master to ensure the proper marketing of club retail services including dockage, mooring, fuel pump-out, ice, water, parking and other uses of club facilities by paying guests;
- ❑ supervising club employee(s) and relaying to club employee(s) any information, inquiries or instructions from Management Committee.

## **NCYC Cradle Committee**

### **Preamble**

The novel haul-out system used by our club requires the construction of specifically designed moving cradles for our boats. The structural integrity of our cradles is very important to the safety of our boats and our members. The establishment of adequate standards for our cradles is one way of reducing our risk. Regular inspections of our cradles are also essential to maintaining our cradles to the standards established.

### **Structure and Sustainability of the Cradle Committee**

The Cradle Committee shall be made up of three club members approved by the Management Committee. All members of the committee will serve at least a one-year term on the committee, however one of the members shall serve a second one-year term to ensure continuity and sustainability for the committee.

### **Reporting Relationships**

The Cradle Committee will report to the Management Committee. Any new or modified cradle requirements and standards shall be forwarded to the Management Committee for their consideration and submitted to the general membership for approval.

Once the requirements and standards have been approved by the membership, the Cradle Committee will report their inspection findings and their recommendation (for acceptance or rejection of the cradle) to the Fleet Captain. The Fleet Captain has been delegated the responsibility by Management Committee to determine if the cradle meets all club requirements, standards and best practices established by the Club.

### **Terms of Reference**

The NCYC Cradle Committee shall:

- Establish or modify any and all current club requirements, standards and best practices for the construction and maintenance of all the rolling cradles used by the NCYC.
- Submit any and all club requirements, standards and best practices to the NCYC Management Committee for their consideration and submission to the general membership for approval.
- Inspect all moving cradles at least every three years to ensure they meet and continue to meet the most current club requirements, standards and best practices.
- Devise a Cradle Inspection Report to be used by the Cradle Committee while inspecting and reporting on the condition of the cradle.
- Complete and sign (by two Cradle Committee members) a Cradle Inspection Report for all inspections done.
- Report their inspection findings and their recommendation to the Fleet Captain

- Only the hours spent physically inspecting cradles, deliberating amongst the members of the committee on the inspection results and completing the inspection reports will be credited towards the member's work party fee.
- Inspect, test, and arrange for maintenance and/or repair of the club transfer car when and if necessary to ensure it meets and continues to meet the most current club requirements, standards, best practices and safety requirements.

## NCYC Planning Committee

### 1. Preamble

The Management Committee can effectively deal with the on-going management issues. A separate structure is required to study and consider longer- term issues, requirements and directions.

The following submission respectfully suggests the creation of a Planning Committee, formed by club members, who would direct their efforts and thoughts to longer term planning of club requirements and direction. The Planning Committee will liaison freely with the membership, will solicit external expertise if necessary and will advise Management Committee of their findings and advice.

### 2. Structure of the Planning Committee

The Planning committee shall be made up of club members only. Guests and outside experts may attend committee meetings and partake of committee activities on an as required basis. At least seven members will sit on the committee. Members of the Management Committee may sit on the committee, but it is not necessary. Members can sit on the committee for as long as they want. All members are encouraged to sit for two-year terms. At least two members must sit for at least two years to provide continuity.

The members shall be either solicited by Management Committee or shall volunteer. Either way, Management Committee must approve all members.

The committee shall appoint, from amongst them, a chairperson and a vice chairperson. The committee will determine the responsibilities of the co-chairs. The committee will also determine and manage their clerical and administrative responsibilities.

### 3. Reporting Relationships

The Planning Committee is a representation of the entire NCYC membership. The members of the committee are all recruited from the general membership. Any member of the club can sit on the committee. Consultations with the general membership on issues that affect the club financially, socially, structurally, historically or culturally are an essential responsibility of the Planning committee.

The committee must also seek advice and input, and must consider developments that could improve the structure, the infrastructure and the culture of the club to meet the long-term objectives of the club.

The Planning Committee is a subcommittee of the Management Committee. The Planning Committee will report on their activities and findings on a regular basis, and as requested, to the Management Committee. The Management Committee may refer specific issues and items to the Planning Committee for their consideration, review, study and or comments. The Management Committee reserves the right to accept or reject recommendations of the Planning Committee. The Management Committee reserves the right to abolish the Planning Committee at any time.

### 4. Terms of Reference

The NCYC Planning Committee shall:

- Liaise, either formally through questionnaires, focus groups or surveys, or informally through general discussions with the general membership, to determine their views, issues, desires and aspirations, as well as their reservations and cautions, regarding major changes to the infrastructure, the structure, the management, the culture and the long-term direction of the club.
- Seek out and consider alternatives, changes and improvements to the club physical structures and infrastructures to make club operations more efficient/effective, safer and more consistent with current club requirements as well as future club directions and aspirations.
- Receive and address tasks and issues requested by the Management Committee
- Report on a regular basis to the Management Committee
- Prepare and present an annual report to the Club AGM, summarizing and indicating the status and progress on the issues that have been addressed during the past term(s).
- Time spent working on this committee is essential to the club but it will not be time credited towards member's work party fee.

**SCHEDULE C**  
**SCHEDULE OF RULES, REGULATIONS, POLICIES & PROCEDURES**

■ Rules, Regulations, Policies & Procedures are adopted and amended by the Management Committee under ARTICLE 21 above

These provisions are to be found in a separate document.

**INDEX**

[not an official part of the document]

**A**

ad hoc..... 27  
 Associate Member ..... 16, 17

**B**

Boating Season .....9, 17, 18, 20, 23, 40, 41, 42

**C**

Charter Member..... 12  
 Committee  
     Cradle..... 57  
**Committees**..... 18  
     Cradle..... 45, 57  
     Management 5, 6, 7, 8, 9, 11, 13, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 37, 38, 39, 40, 41, 43, 47, 51, 52, 55, 56, 57, 59, 60, 61  
     Nominating ..... 22  
     Planning ..... 45, 59, 60  
 Commodore ..... 19, 20, 22, 23, 24, 26, 27, 33, 35, 38, 45, 46, 47, 51, 52, 56  
     Rear Commodore .....19, 20, 22, 23, 45, 51  
     Vice Commodore..... 19, 20, 22, 23, 26, 35, 45, 56  
 Couples ..... 6, 8, 12, 13, 19, 42  
 Cradle Committee ..... 45, 57  
 Cruising Member ..... 15, 40, 42, 43

**D**

Director..... 5, 29, 34  
 Dock Master ..... 24, 45, 47, 56

**F**

Fees..... 39, 40, 41, 43  
 Financial Year..... 11, 34, 39, 43  
 Fleet Captain.....22, 23, 41, 45, 48, 50, 56, 57

**H**

Head Office..... 4

**I**

Immediate Family Membership..... 14

**J**

Junior Member..... 14

**L**

Letters Patent ..... 4, 5, 6, 7, 25, 36  
**Levy**..... 6, 29, 30, 37, 43  
     Special ..... 6, 29, 37, 43  
 Liability ..... 28  
 Life Member ..... 16, 17

**M**

Management Committee.... 5, 6, 7, 8, 9, 11, 13, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 37, 38, 39, 40, 41, 43, 47, 51, 52, 55, 56, 57, 59, 60, 61

Members-at-Large..... 45, 49

Secretary ..... 8, 9, 19, 20, 21, 22, 23, 24, 26, 33, 34, 35, 36, 38, 45, 50, 52

**Meetings**

Annual General Meeting [AGM]..... 6, 18, 22, 23, 25, 26, 29, 39, 52, 55

Spring Planning [SPM]..... 18, 52

Members-at-Large ..... 45, 49

**Membership** .....6, 8, 10, 12, 13, 14, 16, 17, 18, 19, 29, 30, 34, 39, 42, 43, 45, 50, 52

Associate..... 16, 17

Charter ..... 12

Couple..... 6, 8, 12, 13, 19, 42

Cruising..... 15, 40, 42, 43

Full..... 8, 9, 10, 12, 13, 14, 15, 16, 17, 32, 39

Immediate Family Membership ..... 14

Junior ..... 14

Life..... 16, 17

Membership Couple..... 6, 8, 12, 13, 19, 42

Student..... 15

Summer..... 8, 17, 39, 43

Sustaining ..... 13

Year ..... 39

Membership Couple..... 6, 8, 12, 13, 19, 42

Minutes ..... 18, 19, 26, 52

**N**

NCYC ..... 1, 4, 5, 6, 8, 11, 52, 57, 59, 60

Nominating Committee..... 22

Notice ..... 9, 19, 20, 23, 24, 26, 30, 31, 33, 34, 35, 37

**O**

**Officers**

Secretary ..... 8, 9, 19, 20, 21, 22, 23, 24, 26, 33, 34, 35, 36, 38, 45, 50, 52

**P**

Planning Committee ..... 45, 59, 60

Proxies ..... 21

**Q**

Quorum..... 20

**R**

Rear Commodore..... 19, 20, 22, 23, 45, 51

**Resolution**

Special ..... 6, 21, 36, 38

Rules, Regulations, Policies & Procedures ..... 13, 14, 16, 17, 24, 25, 30, 31, 32, 34, 36, 37, 52, 61

**S**

Secretary ..... 8, 9, 19, 20, 21, 22, 23, 24, 26, 33, 34, 35, 36, 38, 45, 50, 52

Seniority ..... 11, 14, 23, 40

Social Convenor..... 45, 53

Special Levy ..... 6, 29, 37, 43

Special Resolution ..... 6, 21, 36, 38

Sponsors .....	9, 10, 42, 50, 56
Sprage .....	4, 20, 38
Student Member.....	15
Summer Member .....	8, 17, 39, 43
Sustaining Member.....	13

## T

Treasurer.....	22, 29, 45, 50, 53, 55
----------------	------------------------

## V

Vice Commodore.....	19, 20, 22, 23, 26, 35, 45, 56
Voting.....	6, 12, 14, 15, 16, 17, 19, 20, 21, 22, 23, 24, 26, 27, 28, 42

## Y

Year	
Financial .....	11, 34, 39, 43
Membership .....	39