



# Constitution, Bylaws & Regulations

of the

## Great Slave Sailing Club

PO Box 1612 Yellowknife, NT X1A 2P2

[www.greatslavesailingclub.com](http://www.greatslavesailingclub.com)

### Contents

<b>Constitution</b> .....	<b>2</b>
<b>Bylaws</b> .....	<b>3</b>
1. Preamble .....	3
2. Definition and Interpretation .....	3
3. Membership .....	3
4. Meetings.....	6
5. Directors .....	7
6. Financial Management .....	9
7. Miscellaneous.....	9
<b>Regulations</b> .....	<b>11</b>
1. Membership Seniority .....	11
2. Membership Dues and Service Fees.....	11
3. Guests of the Club .....	12
4. Insurance Requirements.....	12
5. Use of Club Premises and Facilities .....	12
6. Lift-In and Lift-Out Procedures .....	15
7. Code of Conduct .....	15



# Constitution

1. The name of the Society is **Great Slave Sailing Club** (formerly Great Slave Cruising Club).
2. The objectives of the Society are:
  - a. the development and encouragement of sailing, seamanship and navigational skills;
  - b. the personal development and growth of members through participation in sailing and club activities;
  - c. the promotion and cultivation of an appreciation of Great Slave Lake as cruising waters;  
and
  - d. the encouragement and facilitation of participation by young persons in the sport of sailing and all related activities for their own personal growth and community benefit.
3. The operations of the Society will be chiefly carried out in Yellowknife, Northwest Territories.



# Bylaws

## 1. Preamble

- 1.1 The Great Slave Sailing Club was incorporated as the Great Slave Cruising Club in June 1987 under the Societies Act of the Northwest Territories as Society number 792.

## 2. Definition and Interpretation

- 2.1 In these bylaws,
- (a) “Board” refers to the Board of Directors,
  - (b) “Club” and “GSSC” refer to the Great Slave Sailing Club,
  - (c) “Club facilities” refers collectively to all owned or leased lands and any other owned or leased assets, such as the clubhouse, club tenders, generators, docks, et cetera,
  - (d) “current member” refers to any member whose dues are paid to the current date and who is not otherwise suspended,
  - (e) “designate” refers to a Board member designated to assume another Board member’s responsibilities in his or her absence, or a person appointed by the Board to fill a vacant position on the Board,
  - (f) “dues” refer to the costs related to membership,
  - (g) “fees” refer to costs related to services provided by the club,
  - (h) “majority” is defined as fifty percent plus one for voting purposes, unless otherwise specified, a.
  - (i) “resolution” is a motion passed by a majority of votes cast by the membership or the Board, and
  - (j) “special resolution” is a motion passed by two-thirds of current members eligible to vote at a meeting at which thirty (30) days’ notice has been given.

## 3. Membership

- 3.1 The Club will be comprised of boat owners and other persons who wish to encourage sailing and participate in sailing and related activities on Great Slave Lake.
- 3.2 The ratio of members operating sailboats from the club facilities to members operating powerboats from the club facilities will be no less than three to one.

### MEMBERSHIP CATEGORIES

- 3.3 The Club will have categories for a “Full Member”, “Associate Member”, “Sailing School Member” and “Honorary Member”.



- 3.4 All individuals who want to encourage sailing and participate in sailing and related activities on Great Slave Lake are eligible to apply for membership in the Great Slave Sailing Club as a full member or associate member.
- 3.5 Persons wishing to become a Full or Associate Member may make application to the Board, through the Membership Director, for review and approval at a scheduled Board meeting.
- 3.6 All Full Members
- (a) may participate in all Club activities and use all Club facilities,
  - (b) are entitled to one vote at all general and special meetings,
  - (c) are entitled to serve on the Board, and
  - (d) may own and operate a boat and tender from the Club premises.
- 3.7 All Associate Members
- (a) may participate in all Club activities and use all Club facilities,
  - (b) are not entitled to vote at general and special meetings, and
  - (c) are not entitled to serve on the Board.
- 3.8 All Sailing School Members
- (a) may participate in all Sailing School activities and programs in which they are registered,
  - (b) may use all Club facilities only during the activities and programs in which they are registered,
  - (c) are not eligible to vote at general and special meetings, and
  - (d) are not entitled to serve on the Board.
- 3.9 All Honourary Members
- (a) may participate in all Club activities and use all Club facilities
  - (b) are not entitled to vote at general and special meetings, and
  - (c) are not entitled to serve on the Board
- 3.10 An Honourary Member may be appointed by recommendation of the Board and approval at a general or special meeting by two-thirds of eligible voting members.

## **MEMBER OBLIGATIONS**

- 3.11 All Members
- (a) will be current in their payment of annual membership dues and applicable fees,
  - (b) will abide by the Club's Bylaws and Regulations,
  - (c) will abide by the Club's Code of Conduct and respect other members, members' property and Club facilities,
  - (d) will recognize the authority of the Board and Yardmaster to move any property stored on



Club premises in accordance with the Regulations, and

- (e) will provide the Membership Director (or designate) with current billing and contact information.
- 3.12 Annual dues will be set by the Board and presented at each Annual General Meeting, wherein any increase of more than twenty (20) percent over the preceding year must be approved by the general membership.
- 3.13 Fees will be set by the Board as required.
- 3.14 All Full and Associate memberships expire on December 31 of each year, unless renewed by January 1 of the following year.
- 3.15 All Sailing School memberships expire at the end of the programs in which each member is registered.

#### **WITHDRAWAL AND EXPULSION OF MEMBERS**

- 3.16 A Full Member may resign their membership by written notice to the Purser or Commodore and their resignation will be accepted after their boat, equipment and personal property have been removed from the Club facilities.
- 3.17 Any property of the Club that is in a member's possession must be returned to the Club within fifteen (15) days of the member's resignation.
- 3.18 A member who is more than six (6) months in default in paying annual dues and fees may be expelled by the Board, provided a written notice of accounts overdue was sent no less than ninety (90) days prior to the expulsion and a second notice was sent no less than thirty (30) days prior to the expulsion.
- 3.19 A member expelled for failure to pay accounts overdue may apply for new membership upon payment of the past due account.
- 3.20 A member who is in violation of the Club's Bylaws, Regulation or Code of Conduct, who is found guilty of conduct unbecoming of a member, or whose conduct is otherwise considered detrimental to the Club may be reprimanded by the Board, up to and including expulsion.
- 3.21 On receipt of a complaint or notice of a violation by the Board, the Commodore will call a meeting between the Board and the alleged offending member (the "respondent"), and will send written notice of the meeting to the respondent no less than fifteen (15) days prior to the meeting by registered mail to his or her last known address.
- 3.22 Any decision regarding the conduct of a member, including any reprimand, will be passed by a two-thirds majority of the Board.
- 3.23 Subsequent to the meeting regarding conduct, a decision of the Board will be sent to the member by registered mail to his or her last known address.
- 3.24 A decision regarding conduct may be appealed by the respondent, in writing, to the Commodore within thirty (30) days of receiving the decision, whereupon the Commodore will call a meeting of the Board to hear the appeal.
- 3.25 An appeal to the Board regarding conduct may be further appealed to the general membership by



way of a special general meeting, which will be scheduled for no later than thirty (30) days from the date the notice to appeal is received.

- 3.26 At a special meeting called for an appeal regarding conduct, a vote to reverse the previous decision, made by secret ballot and requiring a two-thirds majority, will immediately restore the member's previously held status.
- 3.27 A decision being appealed will remain in effect until an appeal reverses the decision.
- 3.28 Any reprimand, including expulsion from the Club, does not relieve an individual from the payment of any dues, fees or other debt owed to the Club.

#### 4. Meetings

- 4.1 General meetings will be held at the call of the Commodore or any two Board members, provided written notice is sent to all eligible voting members no less than thirty (30) days prior to the meeting.
- 4.2 An Annual General Meeting will be held between thirty-one (31) and ninety (90) days following the fiscal year-end, wherein the Board will present
  - (a) written Board and committee reports for the preceding year,
  - (b) the Financial Statements from the most recent fiscal year,
  - (c) the budget for the current fiscal year, and details of projects and programs to be undertaken,and wherein an election for the Board of Directors will be held.
- 4.3 The Commodore will call a special meeting at any time upon receiving direction from the Board or upon receiving a request, stating the purpose of such meeting, signed by no less than ten (10) eligible voting members.
- 4.4 Written notice of a special meeting, including a statement of the object of the meeting, will be sent to all eligible voting members within fifteen (15) days of receiving a request or direction for a meeting, and at least thirty (30) days prior to the meeting.
- 4.5 In the event that the Commodore fails to call a requested meeting, the requesting members may call a special meeting and send notice in accordance with these bylaws.
- 4.6 A special meeting may only address the object of the meeting as stated by the Commodore or requesting members.
- 4.7 For general and special meetings, one-quarter of all eligible voting members will constitute a quorum, provided no less than ten (10) members, excluding those participating by proxy, are present.
- 4.8 Unless otherwise specified, any vote will be by show of hands or secret ballot, at the discretion of members present.
- 4.9 An eligible voting member may assign another eligible voting member as a proxy, provided the proxy member is not already proxy to any other member, through a proxy form obtained from the Board.



- 4.10 Any member whose dues are in arrears will be denied a vote at any general or special meeting.
- 4.11 If neither the Commodore nor Vice-Commodore are present at a meeting, attendees will elect one person to chair the meeting.
- 4.12 Board meetings will be called by the Commodore, and in accordance with a regular schedule agreed upon by Directors.
- 4.13 Directors will attend at least seventy-five (75) percent of all regularly scheduled meetings, and will advise the Commodore or Vice-Commodore if they will not be in attendance for a meeting.

## 5. Directors

- 5.1 The Board will consist of no less than five (5) and no greater than eleven (11) Directors elected from among eligible members.
- 5.2 Directors elected at an Annual General Meeting shall assume their respective duties at the first Board meeting following an Annual General Meeting and shall hold office until the conclusion of the next Annual General Meeting.
- 5.3 Any committee established by the Board will be chaired by an appointed Director.
- 5.4 A majority of Directors may appoint an eligible member to fill a vacancy on the Board, and any Director so appointed will hold office for the remainder of the term of the Director he or she replaces.
- 5.5 The Board of Directors, without remuneration, will be the governing body of the Club and will conduct the affairs of the Club in accordance with the Societies Act and the Club's Constitution, Bylaws, and Regulations.
- 5.6 A majority of Directors will constitute a quorum at all Board meetings.
- 5.7 A Director may be expelled from the Board by a two-thirds majority vote of Directors, or by a three-quarters vote of eligible voting members at a special meeting called for that purpose, for reasons of proven dishonesty, gross misconduct, or failing to carry out his or her duties as a Director.

### OFFICERS

- 5.8 At each Annual General Meeting, eligible voting members may elect a Commodore, Vice-Commodore, Purser, Yardmaster, Mooring Master, Membership Director, Social Director, Race Director, Training Director, and Communications Director.
- 5.9 Following an election of Directors, the Board may appoint an elected Director or another eligible member to fill any vacancy on the Board.
- 5.10 The Commodore will preside at all general and Board meetings, will be responsible for the general management and supervision of the affairs and operations of the Club, will be responsible for collecting all correspondence, and may discharge the duty of collecting the correspondence to any Director except the Purser.
- 5.11 The Vice-Commodore will assist the Commodore and the Purser in the discharge of their duties and will act as Commodore or Purser if either of these officers are absent or unable to perform their duties.



- 5.12 The Purser will be responsible for keeping all books of account and financial records, including a list of outstanding member dues; will ensure that all revenues are promptly deposited in the Club's bank account and that all accounts are promptly paid; will present a Financial Report at each Board meeting; will present unaudited Financial Statements for the year at each Annual General Meeting; will make available all financial records for inspection by any eligible voting member within one month's time of receiving such a request; and will be responsible for submitting annual filings to the Registrar of Societies in accordance with the Societies Act.
- 5.13 The Yardmaster will be responsible for the supervision and control of the boatyard; will be the primary contact for members wishing to move their boats within the yard; will allocate trailer and cradle locations and organize members to move their boats, cradles and trailers to permit the movement of boats and other equipment in the yard; will be responsible for the condition of the wharf; and will have the authority to move any property stored on Club premises in accordance with the Regulations.
- 5.14 The Mooring Master will supervise and control the mooring basin pursuant to the Regulations, will maintain a map of the mooring basin, and will be responsible for the Club's tenders and mooring crane equipment.
- 5.15 The Membership Director will maintain a current membership list, will administer the intake of new members, and will be the primary contact for people seeking information on the Club and membership.
- 5.16 The Social Director will chair all social committees, will organize and promote all Club social functions, and will be responsible for clubhouse usage and bookings for member and non-member events.
- 5.17 The Racing Director will chair all racing committees, will manage and promote all racing events and programs, and will be responsible for all Club-owned or hired equipment used for all racing events and programs.
- 5.18 The Training Director will organize and promote all training events and programs, will recruit or hire instructors, and will be responsible for all Club-owned or hired equipment used for all training events and programs.
- 5.19 The Communications Director will assist in promoting the Club, will manage communications between the Board and the membership, will be responsible for the Club's website and the distribution of Club materials.
- 5.20 The Past Commodore will be the commodore whose term ended less than 12 months before the most recent annual general meeting, and will serve the Board in a non-voting and advisory role.
- 5.21 The Commodore will appoint a Secretary to take minutes at each meeting.
- 5.22 Any Director or committee member who is absent from three (3) consecutive Board meetings or committee meetings, respectively, without a satisfactory reason will cease to be a Director or committee member upon written notice by the Commodore or designate.
- 5.23 The Board may appoint the Commissioner of the Northwest Territories or other person as Honorary Commodore, who will serve as an ex officio and non-voting member and who is not required to attend Board meetings.





## 6. Financial Management

### FISCAL YEAR

- 6.1 The fiscal year of the Club ends on the 30th of September of each year.

### SEAL AND SIGNING AUTHORITY

- 6.2 The Seal of the Club will include the name of the Club in a circle around the word "SEAL".
- 6.3 The Seal will be kept in the custody of the Purser and may not be affixed to any instrument or document except by a resolution of the Board and in the presence of the Purser and at least one other Director.
- 6.4 The Purser, Commodore, and at least one (1) other Director, but no more than two (2) other Directors, will have authority to sign instruments or documents on behalf of the Club.
- 6.5 Signing Authorities will be appointed by a majority vote at the first regular meeting of the Board following an Annual General Meeting.

### BORROWING POWERS

- 6.6 The Board may, by a two-thirds majority vote pursuant to a special resolution passed at a general or special meeting, borrow funds for capital expenditures and Club operations in such manner as they see fit, including the issue of debentures.

### DISPOSAL OF FUNDS

- 6.7 All monies received by, or on behalf of, the Club will be deposited in a bank account opened at a Canadian-chartered bank for the exclusive use of the Club.
- 6.8 All disbursements from the Club's bank account will be made by cheque and signed by any two appointed Signing Authorities.

### FINANCIAL REPORTS & AUDITS

- 6.9 At an Annual General Meeting, an auditor may be elected for the ensuing year.
- 6.10 At each Annual General Meeting, the Financial Statements must be presented for the inspection of the members containing
- (a) the assets and liabilities of the Club in the form of a balance sheet, and
  - (b) receipts and disbursements of the Club since the date of incorporation or the date of the previous Financial Statements
- and signed by the auditor, or by two Directors if there is no auditor.

## 7. Miscellaneous

### MINUTES, BOOKS AND RECORDS

- 7.1 All books and records of the Club will be open to the inspection of members at each Annual General Meeting.



## **DISTRIBUTION OF ASSETS**

- 7.2 The Club may not distribute any part of its income to any of its members, not precluding the payment of reasonable salaries or employee benefits nor the reimbursement of reasonable out-of-pocket expenses.
- 7.3 Upon the winding-up of the Club, all residual assets will be distributed among Canadian charities registered pursuant to the Income Tax Act or non-profits registered under the Societies Act.
- 7.4 Any dispute arising in the circumstances set out in Section 7 of the Societies Act will be decided by arbitration under the Arbitration Act.
- 7.5 These Bylaws may be amended, varied, repealed or substituted at an Annual General Meeting or by special resolution at a general or special meeting called for that purpose confirmed by at least a two-thirds vote of those present and entitled to vote.



# Regulations

## 1. Membership Seniority

- 1.1 The Board will honour a Full Member's seniority while determining the use of club facilities, such as space allocation in the boatyard.
- 1.2 All registered Full Members as at December 31, 2013 will be assigned a seniority number of 70.
- 1.3 All Full Members registered after December 31, 2013 will be assigned an incremental seniority number, starting at 71, by order of registration date.
- 1.4 Any Full Member that withdraws or is expelled from the club will forfeit their seniority in the Club.
- 1.5 Seniority numbers are non-transferrable and non-negotiable.

## 2. Membership Dues and Service Fees

- 2.1 Membership dues are established as follows:
  - (a) Full Member – \$275.00 per year;
  - (b) Associate Member – \$50.00 per year; and
  - (c) Sailing School Member – \$10.00 per sailing school program registration.
- 2.2 Annual membership dues are due on January 1<sup>st</sup> or upon registration.
- 2.3 Club service fees are established as follows:
  - (a) Summer boatyard storage (May-Oct) – \$200.00 per boat and/or trailer or cradle;
  - (b) Winter boatyard storage (Nov-Apr) – \$200.00 per boat and/or trailer or cradle;
  - (c) Crane lift-in (Club-organized event) – \$200.00 per boat;
  - (d) Crane lift-out (Club-organized event) – \$200.00 per boat; and
  - (e) Crane assistance (during Club-organized event) - \$200.00 per 15-minute block.
- 2.4 Where there is more than one owner for a given boat, the primary boat owner will be invoiced in full for all applicable fees.
- 2.5 Boatyard storage fees include the storage of tenders and associated equipment, are contingent on Club-organized lift-in and lift-out dates, and are not prorated.
- 2.6 A member who has given the Yardmaster advance notice of the intent to remove a boat, but is unable to remove the boat due to snow or other yard conditions, may, at the Yardmaster's discretion, be exempt from additional applicable storage fees.
- 2.7 Boat storage fees will apply to tenders kept on independent trailers or dollies.



- 2.8 Pre-paid services for a boat, such as boatyard storage, may be transferred between old and new owners of the same boat, provided both individuals are Full Members.
- 2.9 All service fees are due prior to the service being provided.

#### **DUES AND FEES IN ARREARS**

- 2.10 Payments will be applied to arrears before current dues and fees are credited.
- 2.11 In the event that a current or former member is more than six (6) months in arrears with Club dues or fees, the Board may
- (a) move all or part of the member's property, including boats and related equipment, within the Club's premises or off the premises without being liable to damage to said property,
  - (b) sell all or part of the member's property and deduct any monies due to the Club from the net proceeds of the sale, including any related expense incurred, before accounting for the balance (if any) to the member, and
  - (c) dispose of all or part of the member's property in any manner it deems reasonable and recover any related expense incurred from the member,
- provided the Board sends written notice to the member no less than ninety (90) days prior to the movement, sale or disposal of the member's property.
- 2.12 The Club will have a lien on a member's property stored on the Club's premises in respect of all monies due to the Club.

### **3. Guests of the Club**

- 3.1 Members are responsible for their guests at all times.
- 3.2 Guests are to be accompanied by a member while in the boatyard or using club facilities.

### **4. Insurance Requirements**

- 4.1 A boat that is stored on, travelling across, or launched from the Club premises must be insured for liability providing a coverage limit of no less than \$1,000,000.
- 4.2 Any proposed change to the Club's requirements for insurance must be approved at an Annual General Meeting.
- 4.3 Proof of insurance must be submitted to the Purser on request.

### **5. Use of Club Premises and Facilities**

#### **GENERAL**

- 5.1 All boats that are stored on, traveling across, or launched from the Club premises must be owned by a current Full Member, unless otherwise permitted by the Board.
- 5.2 Club equipment may not be removed from the Club premises without prior consent by the Board.



- 5.3 If a piece of property is damaged or worn, the damage or other deficiencies should be reported to the appropriate board member or Commodore as soon as possible.
- 5.4 Club-owned equipment (boats, teaching aids, PFD's, etc.) purchased for the sailing school program may be used in Club-organized programs under the direct supervision of sailing school staff and the Training Coordinator; members may not be use equipment for general or casual purposes.
- 5.5 No person may use the Club or the Club's facilities to operate a commercial venture.
- 5.6 To reduce theft and vandalism, members will keep the gate and clubhouse locked whenever unattended, keep the yard clean, lock ladders to cradles/trailers, and remove items from boats during periods of inactivity.

### **BOATYARD**

- 5.7 The storage needs for sailboats will take precedence over any storage needs for powerboats or other non-sailboat equipment.
- 5.8 In the event that boatyard space becomes limited, members will be permitted to store a tender on-site; cradles, trailers and other associated equipment will be required to be kept off-site.
- 5.9 Boats must have a length overall (LOA) of less than 42 feet, a beam of less than 13 feet, and a weight of less than 30,000 pounds.
- 5.10 All trailers and cradles must be moveable at all times within the boatyard.
- 5.11 Trailers with tongue extensions must have their extensions retracted when parked.
- 5.12 The following boats are exempt to size, weight and cradle limitations, provided they remain on secure and stable cradles, as determined by the Yardmaster, and are not removed from the Club's premises:
  - (a) Bachelor II,
  - (b) Yola II,
  - (c) Pegasus X,
  - (d) Christasha,
  - (e) Red Shift,
  - (f) Cerise,
  - (g) Morningstar,
  - (h) Sundance,
  - (i) Orpheus,
  - (j) Sea Bear,
  - (k) Pendragon,
  - (l) Griffin,
  - (m) Snow Bunting,
  - (n) Arctic Cotton,
  - (o) Marguerite,
  - (p) JacMar II,
  - (q) Talisker, and
  - (r) Violiza.
- 5.13 The above-noted exemption may be modified based on development of a 20-year strategic plan.
- 5.14 Members must keep the areas around their cradles and trailers clean and free of clutter.
- 5.15 Garbage disposal service (ie, a dumpster) will be provided during the summer months.
- 5.16 Members may not store fuel or oil, nor dispose of fuel, oil, or other hazardous waste, anywhere on the Club premises.
- 5.17 Members may not store non-boating materials, including, but not limited to, surplus lumber, utility trailers and vehicles, on the Club premises.
- 5.18 Boat storage allocations are not fixed or permanent; boats and related equipment will, at all times,



be kept in a manner that facilitates easy movement and relocation within the boatyard.

- 5.19 Trailers and cradles will be tagged or marked in a manner that allows the Board and members to identify the boat and owner.
- 5.20 Members may not move or relocate empty cradles or trailers without prior consent from the respective owners or the Yardmaster.
- 5.21 Members may not move or relocate loaded cradles or trailers without the respective owners or agents present.
- 5.22 If a boat's owner does not respond within a reasonable time to a request to move or relocate their boat, the Yardmaster may oversee the moving of that owner's loaded cradle or trailer within the boatyard.
- 5.23 Members must obtain permission from the Yardmaster prior to having any contractor and/or lifting equipment on the Club's premises.

#### **CLUBHOUSE**

- 5.24 The clubhouse may not be used for storing personal property, except for sails & equipment related to dry-sail boats (eg, dinghies and catamarans).
- 5.25 The workshop may be used by all members.
- 5.26 All Club tools and property must be returned to its designated storage area after each use.
- 5.27 Chemicals or fuels may not be stored in the workshop.

#### **POWERHOUSE**

- 5.28 The powerhouse must remain closed and locked when not in use, and any power supply from the powerhouse may not be left unattended at any time.
- 5.29 All power cords must be clear of the powerhouse door while it is shut.
- 5.30 Power will be available to members from May 15 to October 15 each year.

#### **WHARF AND LAUNCH AREAS**

- 5.31 Boats may not be left at the wharf unattended, unless otherwise permitted by the Yardmaster.

#### **MOORING FIELD**

- 5.32 Members will adhere to standards set by the Mooring Master for the construction, maintenance and location of moorings at or near the Club premises.
- 5.33 Members may use the Club's floating mooring retrieval crane, or "anchor yanker", as authorized by the Mooring Master.
- 5.34 The Club will not be liable for the construction, maintenance, deployment, retrieval and replacement of moorings by members, including lost or damaged moorings and mooring buoys.
- 5.35 A member may not move another member's mooring without prior consent of the owner, unless otherwise permitted by the Board.



## 6. Lift-In and Lift-Out Procedures

- 6.1 The Yardmaster may move any and all boats & trailers to facilitate club-scheduled lift-in and lift-out events.
- 6.2 The conditions for a club-scheduled lift-in include that
  - (a) the surrounding water is reasonably safe and clear of ice at least 8 days prior,
  - (b) the wind and weather forecast is deemed safe for crane operation,
  - (c) the crane equipment and personnel are available and confirmed, and
  - (d) other requirements set by the Board for a safe and successful lift-in are in place.
- 6.3 Lift-in will be scheduled on the first Saturday in June, with Sunday as an alternate. If the conditions for lift-in are not met, it will be rescheduled to the next weekend, and the next, until conditions are met.
- 6.4 Lift-out will be scheduled in September, prior to anticipated freezing temperatures, and allowing for alternate dates in case of poor weather.
- 6.5 A secondary lift-out may be scheduled at the end of August based on member interest.
- 6.6 Each member will ensure that their boat is sea-worthy for lift-in and accessible at the main wharf for lift-out, and that an owner or agent is present to oversee their boat's lift-in and lift-out.
- 6.7 The order of boats lifted in or out is at the Yardmaster's discretion.
- 6.8 Members may, on the Yardmaster's approval, make alternate lift-in arrangements.

## 7. Code of Conduct

- 7.1 This Code of Conduct ("Code") is adopted to ensure a safe and positive environment for members and their guests to gather in an environment free from discrimination, harassment, and abuse by establishing clear behavioral expectations that are consistent with the values of the Club and reflect excellence, integrity, respect, and cooperation.
- 7.2 This Code applies to members and their guests during Club programs, activities, events, meetings, and while on the Club's premises, as well as outside of the Club's activities and events when such conduct adversely affects relationships within the Club or is detrimental to the image and reputation of the Club.
- 7.3 Conduct that violates this Code may be subject to reprimand pursuant to the Club's bylaws and regulations.

### RESPONSIBILITIES OF MEMBERS

- 7.4 Members have a responsibility to:
  - (a) conduct themselves in a sportsmanlike manner at Club facilities and during any Club sporting event;
  - (b) respect the rights of other members, their guests and Club staff;



- (c) not engage, directly or indirectly, in any form of abusive, aggressive, disrespectful, violent or otherwise discourteous behaviour towards other members, guests or staff, including sexual, racial, religious or other harassment;
- (d) respect the facilities, equipment and property of the Club and all members;
- (e) abide by all local, provincial and national laws and regulations that apply to Club operations; and
- (f) be an ambassador for the Club in the community and as a guest at other clubs.

### **RESPONSIBILITIES OF THE BOARD AND COMMITTEES**

7.5 Directors and committee members have the additional responsibility to:

- (a) act honestly and in good faith with a view to the best interests of the Club;
- (b) exercise the degree of care, diligence, and skill required in the performance of their duties pursuant to the laws under which the Club is incorporated;
- (c) represent the Club in a positive manner;
- (d) avoid and/or declare conflicts of interest;
- (e) respect confidentiality and protect the confidentiality of private information which they become party to in their roles (e.g. member lists and financial information);
- (f) refrain from using a Board position for personal advantage or to the detriment of the interests of the Club;
- (g) respect the integrity and abilities of fellow Board members;
- (h) act as one entity by supporting the decisions of the Board, even when there may be a personal disagreement or a member may not have voted to support a decision that has been passed;
- (i) commit the time to hold and attend meetings while being diligent in preparation for, and participation in, discussions at such meetings;
- (j) have a thorough knowledge and understanding of all the Club's governance documents;
- (k) review and participate in formulating budgets and strategic plans; and
- (l) ensure that the Club's financial affairs are conducted in a responsible manner with due regard for all fiduciary responsibilities.