



Policy Manual

Revised March 31, 2019

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Bras d'Or Yacht Club

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Administrator – Lavonne Grant

2019 Board of Directors

Eileen Woodford
Shane MacFarlane
Nancy Harvey
Raymond McGrath
Kim Dalton
Arthur Coakley
Shauna MacDonald
Sean Baldwin
Vincent Block
Sandy Watling
Peter Patterson

[Role Descriptions of Officers and Directors of the Board](#) See Appendix 1

Welcome

We sincerely appreciate your willingness to be involved in the important task of working with members, staff and the Board of Directors of the Bras d'Or Yacht Club. While the work of the Board is substantial, it is always interesting and challenging. We hope you will enjoy the time you spend on the Board.

As a member of the Board you will be expected to participate in the meetings and other functions of the Board and its members. You should participate actively in meetings, seeking as much information as you need to help the Board to come to its decisions. You are encouraged to contribute items for the agenda for Board meetings if you wish to do so. You are also expected to attend all meetings unless you have sought leave of absence in advance of a meeting.

To assist you in transitioning into your new role we suggest reviewing the following: Guide to Law for Non-profit Organizations in Atlantic Canada, available online at <http://www.legalinfo.org/> under Legal Information, Non-Profit; and Robert's Rules of Order, available at most bookstores. There is also a copy in the BYC Administrator's office.

Nature of Business

The Bras d'Or Yacht Club is a non-profit membership club incorporated under the Societies Act of Nova Scotia. The principal focus of the club is to enhance sailing and boating in the local area.

Mission Statement

It is the mission of the Bras d'Or Yacht Club to provide our members and guests a safe and enjoyable social and recreational experience, to foster the delivery of safe boating education and to enhance the experience of our youth.

Bylaws

Approved at the Annual General Meeting held on March 31, 2019. See Appendix 2.

Policies and Procedures

1.0 **Finance**

1.1 *Accounts*

Members and guests have various options to pay for services with cash, cheques, credit card, and electronic transfers. Policy: The club shall keep no bank accounts except those under the direct control and supervision of the Administrator, Commodore and Treasurer.

1.2 *Capital projects*

Policy: The Finance committee shall oversee capital projects to ensure these are planned, managed and implement according to established time lines and within budget.

1.3 *Insurance*

BYC will ensure adequate property and liability insurance. BYC will ensure it has adequate insurance for its Board of Directors

1.4 *Discretionary Spending*

Discretionary spending is limited to the BYC administrator to an amount no greater than \$200.00. The administrator must consult with the Commodore or Treasurer prior to using discretionary funds. Two discretionary spending events within one calendar month are allowable. Further discretionary spending events within that month must be subject to Executive Committee approval. All spending above \$200.00 (with the exception of regular bills) requires full Board of Directors review and approval.

1.5 *Procurement and Contracts*

The Board of Directors requires three quotes for any planned expenditure of \$1000 or more. The Board will use criteria to review and rate potential items or services for acquisition.

1.6 *Budget*

The Annual Budget will be prepared by the Finance Committee for the June Board of Directors meeting of each year. The budget shall be based on the previous year's financials and include current Board and Club priorities.

1.7 *Monthly Financial Reports*

Monthly financial reports are to be completed by the Bookkeeper and distributed to the Board of Directors by no later than the 10th of each month.

1.8 *Donations of Funds and Goods*

BYC values and appreciates donations made by members and benefactors. Memorial donations for Junior Sailing are highly valued and funds received will be set aside for this exclusive purposes. Any other donations received will be reviewed by the Board of

Directors and allocated to projects based on our strategic plan and operational priorities. Potential donors are encouraged to discuss donations and projects with the Board of Directors.

1.9 *Contracts for Businesses*

Any business interested in using BYC property or BYC services for the purpose of conducting their business is required to apply to the Board of Directors for approval. If approved, a written contract will be developed to establish terms and conditions.

1.9.1 *Contractor Use of BYC Water Access Ramp:* Prior to use of BYC water access ramp for hauling boats to BYC property, contractors must confirm with BYC Administrator that space is available for storage. Prior to use of the BYC water access ramp for launching boats from BYC property, contractors must confirm with BYC Administrator that the boat owner is not in financials arrears with BYC for storage fees.

1.10 *Facility Rental for Private Events*

Any individual or group wishing to rent BYC space for private events are subject to the Facility Rental Agreement (see Appendix 3).

1.10.1 *Facility Rental Fees, as of October 2018*

	Member	Non Member
Lower Lounge, Per Hour	\$25	\$35
Lower Lounge, Half Day (8am – noon or noon – 5pm) – Meeting	\$65	\$100
Lower Lounge, Full Day (8am – 5pm) – Meeting	\$130	\$200
Lower Lounge & Breakwater (per 24 hour period) – Event	\$250	\$350
Addition of Industrial Kitchen	\$150	\$250
Bartender, per hour	\$20	\$25
Linen Surcharge	\$7/table cloth \$1/chair cover	\$10/table cloth \$2/chair cover
Damage and Cleaning Deposit (for Event rentals) – required at time of booking	n/a	\$250
Damage and Cleaning Deposit (for Facility/Kitchen Rentals for Commercial Purposes) – required at time of booking	\$250	\$250

**50% Deposit + 100% of Damage and Cleaning Deposit Required at
Time of Booking**

1.10.2 Drink Prices for Private Events

Open bar is available and requires that the renter pay for all drinks purchased by their guests during the rental period. Cash bar is available for a renter's guests to pay for each of their own drinks during the rental period. If the renter is able to guarantee bar sales of \$2500.00 or more, drinks will be set at member price and the bartender fee shall be waived. This can apply to open or cash bar option.

1.10.3 Rental of Non-Industrial Kitchen for Members

Use of the non-industrial kitchen without a lounge rental is permitted to members only at the cost of \$25 per half day. Members are required to leave the kitchen clean and arranged as it was found. Provision of tableware, napkins, and clean up materials will be the responsibility of the renter. Waived fee for use of the any or all kitchen space for fundraising purposes will be at the discretion of the Board of Directors.

During offseason (November through May), members may rent the non-industrial kitchen for preparation of pre-cooked snack food only at the cost of \$5 per half hour (herein referred to as "casual rental"). Members are required to leave the kitchen clean and arranged as it was found. Provision of tableware, napkins, and clean up materials will be the responsibility of the renter. This type of casual rental will not be permitted during peak season (June through October, inclusive), when the facility and/or kitchen is rented, when entertainment is scheduled, and/or when other food service providers are on site.

2.0 Bursary

Policy: The Board shall offer annually a bursary to a graduating student of a Cape Breton high school. The recipient shall be determined by the BYC Bursary Committee, which shall consist of at least one Board member and one general BYC member.

The Bras d'Or Yacht Club is pleased to offer to a graduating student a Cape Breton High School, a Bursary to assist in the costs of continuing education. The BYC Bursary shall amount to Five Hundred Dollars (\$500.00) and be paid in two equal payments of two hundred and fifty dollars (\$250.00) made payable on the first day of September and on the first day of January.

In determining the recipient the BYC Bursary Committee shall consider the following criteria:

- a) The eligible student shall be a member of the BYC or the son or daughter of a member in good standing of the BYC. (Compulsory)
- b) The eligible student must be registered to attend university, community college, or an institution recognized by the provincial department of education as an institution of higher education. (Compulsory)
- c) The eligible student must be registered and attending Grade twelve at a Cape Breton High School (Compulsory)
- d) The eligible student will make a written submission to the BYC for consideration. Submissions must be received no later than June 1 of the graduating year. (Compulsory)
- e) A preference shall be given to applicants who have participated in BYC's youth programs particularly the BYC learn-to-Sail Program, who have demonstrated a desire to contribute to community through volunteerism
- f) A preference shall be given to applicants who intend to pursue studies in oceanography, marine research, environmental studies, youth or community development, marine trades or recreation
- g) A preference shall be given to applicants who have displayed academic excellence
- h) A preference shall be given to applicants who have a financial need
- i) A preference shall be given to students who intends to live/work in Cape Breton upon completion of their education

Process:

- a) Non-compulsory criteria shall be weighted and considered by the BYC Bursary Committee, selected by the Board.
- b) The Committee shall make a recommendation to the Board.
- c) The Board will make the final decision based on such recommendation.

3.0 **Committees**

Policy: The governance of the Club may include the following committees of the Board. Additional committees may be added as needs arise. All committees report to the Board of Directors.

Rationale: Various committees ensure effective planning, management and member participation and will support the work of the Board. The Commodore may attend any committee meeting. The BYC Administrator is ex-officio on all committees as needed

3.1 *Executive Committee*

This committee shall consist of the Commodore, Vice Commodore, Secretary and Treasurer.

3.2 *Finance Committee*

This committee shall consist of the Treasurer, and other members as determined by the Board.

3.3 *Property Committee*

This committee shall consist of the Property Chair, a Director and other members as determined by the Board members at large

3.4 *Learn to Sail Committee*

The Committee shall consist of the Lean to Sail Chair, the Rear Commodore and other members as determined by the Board.

3.5 *Special Events/Volunteer Committee*

This committee shall consist of the Secretary, a Director, and other members as determined by the Board.

3.6 *Member Services/Communications Committee*

This committee shall consist of the Secretary, a Director and other members as determined by the Board

3.7 *Racing and Regatta Week Technical Committee*

This committee shall consist of Rear Commodore and other members as determined by the Board.

See Appendix 4: Terms of reference for BYC Board and each above-stated committee.

4.0 Communication with Media

Policy: All releases to Media including newspaper, radio, television, and social media representing the Club shall be developed by Secretary in consultation with the Executive Committee. In ordinary, planned circumstances, the committee shall make recommendations to the Board or Executive Committee for approval. The Commodore or designate shall act as a spokesperson.

In unplanned circumstances, the Commodore/Vice Commodore shall approve communication with the media, and make every effort by phone, text, email and in-person to involve the Board as soon as possible

Rationale: This is important to ensure that there is a point person for club communication to ensure consistent messages reflective of Board policy and perspectives

5.0 **Membership**

5.1 *Membership Capital Fee*

Policy: Applications for membership call carry a one-time capital fee of \$25.00. Members whose membership has expired without renewal shall be subject to this capital fee upon re-application. Rationale: This is to encourage long-time membership and reduce administrative costs

5.2 *Cost of Membership Fees*

Policy: The Board of Directors will review the membership cost for all categories annually. Fees will automatically increase by the yearly inflation rate percentage for Nova Scotia. Inflation rate for a membership year will be calculated from the published inflation rate percentage from November of the preceding year. Any other fee changes will be at the discretion of the Board.

Rationale: This is to ensure membership fees bring in sufficient revenue to contribute to effective operation of the Club

5.3 *Student Membership and Membership Categories*

See Bylaw 2.10 for current membership categories and descriptions, which presently include regular membership, enhanced membership, and student membership.

Policy: Summer membership (May 1 – August 31) will be available to students attending post-secondary educational institutions. This entitles students to privileges of full members with exception of voting at AGM or Semi Annual General meeting.

Rationale: To promote club membership among a younger cohort in the hopes of establishing long term club participation, support and loyalty

5.4 *Payment of Membership Dues*

Policy: Membership fees are due on January 1 and must be paid prior to the Annual General Meeting.

5.5 *Member Appreciation Event*

Policy: BYC will host an annual members' reception during peak season with free admission for members. This event may be combined with the Semi-Annual General Meeting. Rationale: This provides an opportunity for the Club to provide social opportunities, networking and to welcome new members

5.6 *Junior Sailing Discounts for Family of BYC Members*

Family of BYC Members are eligible to receive Junior Sailing lessons at a discounted fee. Discounts apply to a BYC member's child, grandchild, niece or nephew. Discounts for family members outside of the specified relations shall be at the discretion of the Learn to Sail Chair and/or BYC administrator.

5.7 *Member Benefits*

See appendix 5 for a comprehensive list of member benefits.

5.8 *Staff Eligibility for Member Benefits*

Staff are eligible to receive all member benefits under a regular membership listed in Appendix 5, with the exception of voting privileges, and eligibility to serve on the Board of Directors. Member benefits for staff in relation to drink prices and admission do not extend to staff spouse, family, or guests.

5.9 *Memorial Acknowledgements*

BYC will provide a signature memorial flower arrangement in the event of the death of any current member, honorary member, or past commodore. This acknowledgement will be extended to spouses of the previously named parties. Additionally, a BYC flower arrangement will be provided to any individual whose family requests donations to BYC or Junior Sailing in their published obituary. It is the responsibility of the Board to inform the administrator and/or Commodore when instances of such deaths are noted so that flowers can be arranged in a timely manner.

6.0 **Sail Past**

Policy: The honor and privilege of leading the annual Sail Past and Commodore's Salute shall be determined after consideration of the following criteria:

- a) The immediate past commodore and flag officers shall receive consideration
- b) Sailboats, particularly larger sailboats shall be more preferable
- c) Recognition of significant accomplishment, i.e. return from long passages, ocean crossings etc., major competitive undertakings such as representing the club in major regattas or races, shall be considered
- d) Major contribution to the well being of the club through voluntarism or donation shall be considered
- e) Aesthetics and impact on the visual appeal of the event should be considered
- f) Whether a vessel or skipper has previously led the procession shall be considered
- g) Names put forward by any member in good standing shall be considered along with those names set forth by the selection committee

Rationale: The Sail Past provides members and visitors an opportunity to view the sailing and boating fleet and recognize sailing/boating accomplishments. The Sail Past draws many visitors to Baddeck and boosts economic activity in the community.

6.1 *Sail Past Selection Committee*

A committee consisting of the Commodore, Vice Commodore and Rear Commodore shall consider the criteria and determine a suitable candidate. An invitation shall be extended to the candidate and if accepted the invitation shall be announced not less than one week prior to the Sail Past Day. Neither the Vice Commodore nor the Rear Commodore shall be excluded from consideration but if they are to be considered they will remove themselves from the selection committee and be replaced by the Past Commodore, Learn-to-Sail Director, Secretary or Treasurer.

7.0 General Membership Meetings

Policy: In accordance with Bylaw Article 5, the Club shall hold its Annual General Meeting within three months of the end of the fiscal year. The Club shall hold a General Meeting during the summer months, in July or in August after Regatta Week. The “Semi-Annual General Meeting” shall hold the same standing and be conducted in accordance to the same criteria as the Annual General Meeting (AGM) except that there shall be no election of officers. This meeting may be combined with the Annual Members Reception

Rationale. This ensures members can be updated of Club activities and priorities during peak season and ensures more non-resident members has an opportunity to participate in the governance of the Club.

8.0 Wharfage and Storage

8.1 *BYC Patrol Boat Wharfage*

Policy: The west side of the breakwater alongside the launch ramp will be reserved for Bras d'Or Yacht Club patrol boats. Rationale: This is the most protected area to dock the most valuable of our patrol boats and it will be accessible in the event of emergency within the Harbour and/or Baddeck Bay. Key to boat will always be located at the bar and with the Learn To Sail (LTS) staff.

8.2 *Finger Piers*

Policy: The finger pier attached to the western corner of breakwater shall be reserved for temporary use by club members to outfit their boat after launching for loading and unloading crew and gear. Time of use is limited to one half hour during peak season (July and August) and up to maximum of 4 hours during shoulder season. No overnight docking is permitted. During Regatta Week, the finger pier shall be reserved for the Race Committee boats. Rationale: Offers reasonable access to many members and prevents congestion of the boat launch area.

8.3 *Dinghy Dockage*

Policy: The east side of the breakwater will be used for smaller sailing dinghies and small tenders of visiting yachts. Rationale: To avoid congestion of larger boats interfering with Junior Sailing vessels and activities.

8.4 *Vessel Tie-Up while visiting BYC*

Policy: The front (south wall) of the breakwater shall be available for members and visiting boaters to tie up for no greater than four hours while boaters are visiting the Club for refreshments, socialization, or a private event at BYC. No overnight docking is permitted unless the boater is intoxicated. In this event, the boater must remove the vessel by 9am the following day. Rationale: Creates activity around the club and good accessibility to our facilities by a broad range of boaters. For the benefit of all members and guests, the time limit suggestion serves to limit overuse of our limited wharf space.

8.5 *Learn to Sail Docking Areas*

Policy: The four finger piers off of the beach in front of the Junior Sailing building are reserved for the exclusive use of the Learn to Sail program. Rationale: This ensures safe and effective operations for LTS programs

8.6 *Vessel Insurance*

Policy: Anyone using the BYC dockage, storage area and/or moorings is required to have adequate insurance coverage in place. All persons entering into arrangements for the seasonal rental of space (or subletting such space from a lessee) shall be required to have insurance adequate to save harmless the club accident or misuse. Rationale: Ensures BYC is adequately protected in event of accidents.

8.7 *Launch Ramp Fees*

Policy: A fee of \$5.00 per boat launch and \$5.00 per boat haul out shall be charged to any non-members. The responsibility for collecting fees is with the BYC Administrator, designated staff or the bartender on duty.

8.8 *Offseason Boat Storage*

Policy: BYC has identified space for storing members' boats during the off-season. Storage fees shall be reviewed yearly. Storage fees for 2018 are \$2.25 per vessel square foot. Storage fees are to be paid immediately upon storage on BYC property. The off-season is defined as the third Saturday in September to the third Saturday in June of each year. Owners will be charged an additional fee of \$25/day for each day boat is stored in the yard past the third Saturday in June

8.9 *Moorings*

BYC moorings are rented to boat owners on a first-come, first-served basis. No blackout dates apply. Boaters must inform BYC staff (Administrator, wharf attendants, or bartender) of use of moorings immediately upon vessel disembarkment. Rates are as follows:

Length of Rental	Member	Non-Member
Per Day	\$15, one day free per calendar year	\$15
Per Week	\$85, one week free per calendar year	\$85
Per Month	\$200	\$250
Per Season	\$500	\$500 plus membership fees

8.10 *Vessel Licensing and Registration*

All vessels docked or moored at BYC must be licensed/registered according to Transport Canada requirements. Licensing/registration of vessels is the responsibility of the vessel operator.

9.0 Confidentiality

9.1 Board and Employee Responsibility for Confidentiality

It is the policy of the Bras d'Or Yacht Club (BYC) that any person on the BYC Board of Directors (herein referred to as "directors") will not disclose **confidential information** belonging to, or obtained through their affiliation with BYC to any person or organization unless authorized by a Board motion. **Confidential information** refers to:

- Any personal information about Directors, BYC members, BYC employees, vendors, patrons and their respective families.
- Any financial information of the above-named parties, as well as sensitive contractual details.
- Anything explicitly labelled as confidential, or anything that is known to be confidential in nature.

Directors are advised to take care to ensure that unauthorized individuals do not overhear any discussion of confidential information and that documents containing confidential information are not left in the open or inadvertently shared.

BYC Directors are bound by the duty of diligence, wherein they must act prudently and in the best interests of BYC. Hence, Directors must be honest and forthright in their communication with the Board, BYC employees, BYC members and the public. Directors are free to engage in honest and open discussion with individuals regarding BYC's events, programming, and plans, so long as they do not disclose any **confidential information** in the process. The minutes of open Board meetings shall be accessible to all BYC members, therefore BYC Directors may also discuss content of open Board meetings with BYC members.

All information discussed in *in-camera* sessions is considered **confidential**. Minutes of *in-camera* sessions will not be shared outside of the Board of Directors and are the responsibility of the Secretary. *In-camera* sessions will only be used for the purpose of the following:

- To provide an opportunity for the Board to discuss particularly sensitive matters within the jurisdiction of the board (such as litigation, labour relations, or management performance).
- To provide an opportunity for the Board to discuss sensitive internal board governance matters.

In-camera sessions shall be included in Board meeting agendas whenever possible, otherwise shall be authorized by an in-meeting Board motion.

All releases to the media representing BYC in planned circumstances (including newspaper, radio, television, social media, etc) shall be the responsibility of the Secretary and the Membership & Communications Committee and must not divulge any **confidential information**. In urgent and/or unplanned circumstances, the Commodore or Vice-Commodore shall approve communication with the media, and must not divulge any **confidential information**, unless authorized by a Board motion.

At the end of a Director's term, he or she shall pass on all documents, papers, and other materials, that may contain confidential information to their Board replacement or the incoming Commodore.

9.2 *Contractor Responsibility for Confidentiality*

It is the policy of the Bras d'Or Yacht Club (BYC) that any contractor with a current or former business agreement with BYC (herein referred to as "contractor") will not disclose **confidential information** belonging to, or obtained through their affiliation with BYC to any person or organization unless authorized by a Board motion. **Confidential information** refers to:

- Any personal information about Directors, BYC members, BYC employees, vendors, patrons and their respective families.
- Any financial information about BYC or the above-named parties, as well as sensitive contractual details.
- Anything explicitly labelled as confidential, or anything that is known to be confidential in nature.

Contractors are advised to take care to ensure that unauthorized individuals do not overhear any discussion of confidential information and that documents containing confidential information are not left in the open or inadvertently shared.

At the end of the term of a contractor's business agreement, he or she must pass on all documents, papers, and other materials, that may contain confidential information to the BYC Administrator or Commodore.

10.0 Code of Conduct

The purpose of the Code of Conduct is to establish clear and acceptable behaviour expectations to ensure that the Bras d'Or Yacht Club (BYC) is a safe, friendly, and respectful environment inclusive of all individuals who wish to patronize it. It is the policy of BYC that any member, guest, staff member, or director will adhere to the Code of Conduct, as presented.

All members, guests, staff, and directors shall:

- Demonstrate respect and courtesy to all individuals regardless of age, gender, socioeconomic status, race/ethnicity, religion, or beliefs.
- Not knowingly discriminate against, abuse, harass, ridicule, or embarrass any other member, guest, staff member, or director.
- Refrain from denigration, intimidation, or acting with aggression (physically or verbally) toward any other person.
- Demonstrate respect for BYC facilities and property, as well as the property of any other member, guest, staff member, or director.
- Refrain from any dumping of waste in the BYC water lot or Bras d'Or Lakes and take every reasonable precaution to avoid any spillage of fuel or harmful substances in the Lakes or on BYC property.
- Refrain from representing BYC in any dealings, unless explicitly authorized to do so by Management and/or the Board of Directors.
- Acknowledge that daily operations of the Club are the responsibility of the Administrator, with direction from the elected Board of Directors.*
- Abide by all local, provincial, and national laws and regulations.

*No member has the authority to instruct staff on duties or job performance, nor is any member permitted to discipline staff. Suggestions from members or guests for the betterment of the operation of the Club may be made, respectfully, to the Administrator or in writing to the Board of Directors. All communications will be treated equally, with confidence, and without prejudice.

Directors shall be bound to additional Code of Conduct terms. All directors shall:

- Demonstrate diligence to their role, as described in the Bras d'Or Yacht Club policy manual.
- Conduct all interactions in a fair, considerate, and honest manner.
- Avoid using Board of Directors role for any personal gain.
- Declare any conflicts of interest as they arise, and ensure that these do not pose a risk to the Club or the reputation of the Club.
- Adhere to Board decisions regardless of personal opinion.
- Abide by the Board of Directors Confidentiality Agreement.
- Represent the Club in a professional manner at all times.

On becoming a member of the Bras d'Or Yacht Club, each member shall be bound by the Code of Conduct. Guests shall be bound to the Code of Conduct upon entering the premises, or upon use of BYC property (including outdoor space and water lot). Failure

to adhere to the Code of Conduct will be met with consequences as determined by the Board of Directors, which may include suspension or expulsion from the Club, or legal action in the event of conduct which is unlawful under provincial or federal law.

Revised: February 16, 2017

11.0 Conflict of Interest

The purpose of the Conflict of Interest Policy is to outline the parameters of conflict of interest for individuals serving on the Board of Directors of the Bras d'Or Yacht Club (BYC). Directors of BYC are expected to adhere to the highest standards of personal and professional integrity and shall protect the best interests of BYC at all times. Personal or professional gain shall not conflict with a director's duty to BYC.

The Board of Directors is responsible for final decisions on any potential or actual conflicts of interest. Directors are responsible for declaring any potential or actual conflicts of interest to the Board of Directors immediately. A director shall be considered to have a potential conflict of interest where he or she has a direct or indirect financial interest involving BYC or where he or she could influence (or appear to influence) any decision on that matter by the BYC Board of Directors.

In the event of a potential or actual conflict of interest, the involved director shall:

- Excuse his or herself from the Board of Directors meeting while the matter is being discussed.
- Abstain from voting on any matters in relation to a potential conflict of interest, and excuse his or herself while voting takes place.
- Refrain from entering into a contract or transacting any business for personal or professional financial gain in relation to BYC unless expressly permitted to do so by vote of the Board of Directors.

12.0 BYC Staff

12.1 *Job Descriptions*

Policy: All paid employees require a job description approved by the Board of Directors. Descriptions and positions are subject to change. Current paid positions include: Administrator, Head Bartender, Bartender, Sailing Instructor, Assistant Sailing Instructor, Wharf Attendant/Summer Student

12.2 *Staff Dress Code*

All BYC bar staff are required to adhere to the following stipulations for dress while on shift. Staff are to wear their BYC golf shirt (provided). Shirts must be tucked into clean slacks, Bermuda-length shorts, or knee-length skirt. Jeans are not permitted. Footwear must be clean and provide full coverage (no sandals or open-toe footwear is permitted). Hats, bandanas, or headwear is not permitted, except for religious purposes.

13.0 **Parking**

Policy: The area immediately surrounding the BYC is intended for parking for members and guests while they are using services of the Club. If parking is problematic, BYC reserves the right to ask non-members to remove their vehicles. If vehicle owners do not comply with this request, local authorities will be contacted and vehicles may be ticketed or towed.

Rationale: Peak season sees limited parking within the Village. This policy allows parking to be available to members and visitors of the Club to allow sufficient access to the building and its amenities.

13.1 *Overnight Parking*

No overnight parking is permitted. The only exception is if the vehicle owner is intoxicated and unable to safely operate their vehicle. In this instance, the vehicle must be removed from the premises by 9am the following day.

13.2 *Boat Trailer Parking/Storage*

Storage of boat trailers on BYC property is not permitted. An exception may be made if visiting competitors request and receive permission from BYC prior to a competitive event.

13.3 *Courtesy Parking*

Courtesy parking for residents and visitors is provided on BYC property located to the east of Jones St.

13.4 *Parking near Launch Ramp*

No parking is permitted on or impeding the boat launch ramp. This area is indicated by yellow paint.

13.5 *Parking of Commercial Vehicles*

Commercial vehicles (including tour buses, food trucks, commercial storage trailers, etc) are not permitted to park on BYC property at any time, unless explicitly permitted to do so by contract approved by the BYC Board of Directors. Commercial vehicles providing deliveries to BYC or its contractors are permitted to park for the time required for loading/unloading and paperwork requisition only. Commercial vehicles providing services or maintenance to BYC or its contractors may park for the duration of the service, and must comply with the above-stated policies.

13.6 *Parking of Recreational Vehicles*

Recreational vehicles (eg, campers, tent-trailers, etc) must comply with the above-stated policies. Additionally, the vehicle must fit safely within parking stall lines and not impede the flow of traffic in the parking lot or boat launch area. Overnight parking/camping is only allowed with the express permission of the BYC Board of Directors (eg, during Regatta Week or competitive events). Vehicle owners wishing to park or camp overnight must contact BYC in advance of the dates they intend to do so.

13.7 *Emergency Vehicle Access*

BYC will comply with all emergency parking regulations as established by the Nova Scotia Department of Transportation.

14.0 Washroom Facilities

Policy: The use of washroom facilities at BYC is reserved for the exclusive use of BYC members, and patrons of BYC or its contractors. General public access to washrooms is not permitted unless financial situation stipulates that the operation of public washrooms is revenue neutral.

Rationale: BYC Members provided a mandate to the Board of Directors at a recent AGM which required the washrooms to be closed to the public if they could not become cost-neutral.

15.0 Pets and Service Animals

Well-behaved dogs are welcome on the BYC outdoor patio, provided that they are leashed or within arm's reach of their owner/caretaker at any given time. Dogs and their owners shall access the outdoor patio via the exterior stairs. Companion dogs are not permitted within BYC buildings. It is the responsibility of the owner/caretaker to accompany their dog off of the patio to complete any bodily functions and clean up accordingly. Pet dishes for food or drink are not provided by BYC, and it is the responsibility of the owner to provide these for their dog as needed. BYC reserves the right to request that a dog and its owner vacate the premises in the event of unruliness, disruption to general operations, and during specific special events, at the discretion of BYC staff. Of note, service animals are permitted in all public areas of BYC under normal circumstances without restriction.

16.0 Bar

Policy: Bar prices shall be reviewed and approved by the Board of Directors upon recommendation of the Bar Chair and or any Board member. This can be done as needed or at least every two years. Bar prices shall be posted at the Bar.

16.1 Happy Hour

Policy: Happy Hour will be held at BYC upper lounge on Friday evenings from 4-7 PM. Drink prices will be reduced for members by 50 cents per drink. The Board may suspend Happy Hour on rare occasions for special events. Happy Hour will be noted as member benefit and be posted weekly.

16.2 Liquor Licensing

Rationale: The Bras d'Or Yacht Club is granted a license to sell liquor under the NS Liquor Control Act. BYC is under the category of Class A Club License. A permanent license must be renewed every three years.

16.2.1 *BYC Liquor License Contacts*: It is the responsibility of the Board of Directors of the BYC to ensure that the names on the Liquor License is current: It is reviewed on an annual basis and revisions/applications are submitted as staff and directors change. BYC Board shall provide at least three (3) applicants on the Liquor License: Two (2) Directors, preferably the Bar Chair and the Commodore, and the Head Bartender and/or the Administrator. At least two persons named on the application shall be involved in any decision related to direction received from the staff of the Alcohol, Gaming, Fuel and Tobacco Division. The Board shall be kept fully informed on all communication between the Alcohol, Gaming, Fuel and Tobacco Division and the designated BYC applicants.

16.2.2 *Compliance with NS Liquor Act*: The Board of Directors delegates responsibility to the Administrator, supported by the Head Bartender, to ensure BYC is compliant with the regulations specific under the Liquor Act. This includes all regulations that apply to daily bar operations and special events. The Administrator, supported by the Head Bartender ensures timely application and receipt of special licenses. The Administrator ensures that any parties who host private events at BYC are informed of the requirements and timelines for special licenses.

16.3 Bottled Wine

Rationale: BYC will provide bottled wine to provide addition selection of products to meet customer needs.

BYC will provide bottled wine for sale either by advance request or by having a small quantity in inventory during peak season. Bottled wine will be sold at member and non-member prices to ensure adequate profit margin. Head bartender will set price per bottle in consultation with Bar Chair and/or Administrator. Amount of inventory of bottled wine shall be kept to a minimum and must be approved by the Bar Chair in advance. Bottled wine shall be sold by the bottle and not by the glass. Members and Guests may pre-order specific wines by providing BYC with 24 hours' notice. Unused wine may be saved for later use by the purchaser. Bartender will re-cork or cap the

opened bottle, attach label with purchaser name and date and store in cooler for their use within 2 weeks.

16.4 *Beverages for Designated Drivers*

Rationale: To promote safe, legal transportation of members and patrons.

BYC will provide complimentary fountain beverages for individuals who identify themselves as a designated driver to the bartender.

Appendix 1 - Role Descriptions Officers and Directors (as of April 17, 2018)

Role	Responsibilities
Commodore	<ul style="list-style-type: none"> • Chairs BYC Board of Directors • Chairs BYC Executive Committee of the Board • Chairs BYC General and extraordinary general meetings in accordance with BYC bylaws (Bylaw 5.2, 5.8) • Votes at BYC Board, General and extraordinary meetings only in event of a tie (Bylaw 5.9, 8.11) • Acts as BYC spokesperson representing views and decisions of the Board and Membership • Facilitates decision making by the Board and Membership according to bylaws, policies and board and committee Terms of Reference • Shares signing authority with BYC Administrator and designated Board member according to BYC policies and procedures • Maintains regular and timely contact with Board and Membership • Provides regular and annual reports to the board and Membership and specific reports as requested
Vice Commodore	<ul style="list-style-type: none"> • At the request of the Board and subject to its directions will perform the duties of the Commodore during the absence, illness or incapacity of the Commodore or during a period as requested by the Commodore (Bylaw 9.3) • Ensures the Board abides by-laws, terms of reference and policies • Serves on or chairs at least one Committee • Provides regular reports to the Board and Membership and specific reports as requested
Rear Commodore	<ul style="list-style-type: none"> • Chairs the Regatta Week/Technical Committee • Submits annual race schedule to Sail Nova Scotia • Works with Treasurer, Learn to Sail Chair and Regatta Week/Technical Committee to prepare annual budget • Works with BYC Administrator and other Committees to develop grant proposals to support Regatta Week and other competitive events • Works with other Cape Breton yacht clubs to promote sailing events

	<ul style="list-style-type: none"> • Liaises and collaborates with Sail Nova Scotia to support local, regional and provincial training, development and competitive initiatives • At the request of the Board and subject to its directions will perform the duties of the Commodore during the absence, illness or incapacity of the Commodore and Vice Commodore or during a period as requested by the Vice Commodore (Bylaw 9.3) • Provides regular reports to the board and Membership and specific reports as requested
Treasurer	<ul style="list-style-type: none"> • Ensures custody of financial books and records of the Society and the Board • Works with BYC Administrator and volunteer financial expert to ensures board's financial processes are current and meet acceptable standards • Ensures BYC is compliant with legislated requirements such as HST, payroll deductions, etc • Ensures legislated reporting requirements are completed and submitted on time • Shares signing authority with Commodore or designate and the BYC Administrator • Acts as Chair of the Finance Committee • Works with Board, BYC Administrator and committees to prepare an annual budget • Provides regular and annual financial reports to Board and Membership and specific reports and recommendations as requested or deemed necessary
Secretary	<ul style="list-style-type: none"> • Ensures minutes of BYC Board and general meetings are prepared, catalogued, stored and communicated according to bylaws and Board terms of reference • Works with BYC Administrator to ensure timely communication and response to requests, correspondence etc • Serves as Chair of the Member Services/ Communications Committee • Provides regular and annual reports to the Board and Membership and specific reports as requested • Ensures safe storage and use of the seal of BYC and ensures it is used on documents upon resolution of the Board (Bylaw 11.3) • Ensures that the BYC files its annual statement, a list of board of directors and addresses and dates of appointment or election to the Registry of Joints Stocks

	<p>within fourteen days of a change of directors (Bylaw 11.1)</p> <ul style="list-style-type: none"> • Ensures that a copy of every special resolution is filed with the Registry Joint Stocks within fourteen days of resolution being phased (Bylaw 11.2) • At the request of the Board and subject to its directions will perform the duties of the Commodore during the absence, illness or incapacity of the Commodore and Vice Commodore or during a period as requested by the Vice Commodore (Bylaw 9.3)
Bar Chair	<ul style="list-style-type: none"> • Acts as liaison between the Board and the Administrator or designated staff with respect to strategy and policy for Bar operations • Serves as chair of the Bar Committee • Provides regular reports to the Board and Membership and specific reports as requested
Learn to Sail Chair	<ul style="list-style-type: none"> • Leads development and implementation of Learn to Sail programs for all ages according to standards of Sail Nova Scotia and Sail Canada • Works with the BYC Administrator to recruit, hire and manage learn to sail staff and volunteers • Chairs Learn to Sail committee • Acts as BYC liaison with Learn to Sail aspects of Sail Nova Scotia and Sail Canada • Works with Treasurer, BYC Administrator and Learn to Sail Committee to prepare annual budget • Works with BYC Administrator to develop grant proposals to support Learn To Sail programs and activities • Provides regular and annual reports to the Board and Membership and specific reports as requested
Property Chair	<ul style="list-style-type: none"> • Makes recommendations to the Board for policy as it relates to BYC property • Chairs Property committee • Works with BYC Administrator and Board to identify and implement property maintenance schedule • Identifies property repair, replacement and improvement priorities • Leads property related capital projects with the Board
Past Commodore	<ul style="list-style-type: none"> • Provides perspectives, history and information to the Board about previous Board priorities and decisions

	<ul style="list-style-type: none"> • Past Commodore is full voting member of Board • Serves on committees as requested • Provides regular and annual reports to the board and Membership and specific reports as requested
<p>Director (applies to all Board Members)</p>	<ul style="list-style-type: none"> • Collectively with fellow board members, manages the activities of the society by engaging and determining duties, responsibilities and remuneration of staff, employees and contractors. (Bylaw 9.1) • Collectively with fellow board members, may appoint executive committee, or other committees as required, consisting of officers and others as the directors decide. (Bylaw 9.1) • Adheres to by BYC by-laws, terms of reference, duties and responsibilities and BYC policy manual (Bylaw 9.2) • Actively and regularly participates in BYC Board of Directors meetings • Provides perspectives, seeks clarification and generates dialogue from membership perspectives regarding issues, priorities, decisions and actions • Responds to Board communication and correspondence in timely way • Serves on at least one BYC committee • Participates in decision making as a member of the board • Supports Board decisions • Maintains Confidentiality according to BYC Policy • Declares conflict of interest as defined in BYC Policy

Appendix 2: Bylaws

BYLAWS OF THE BRAS D'OR YACHT CLUB

As passed by Special Resolution at Annual General Meeting on March 31, 2019

ARTICLE 1 – DEFINITIONS

- 1.1 In the by-laws unless there is something in the subject or context inconsistent therewith
- a. “Society” means Bras d’Or Yacht Club
 - b. “Registrar” means the Registrar of Joint Stock Companies appointed under the Nova Scotia Companies Act
 - c. “Special Resolution” means a resolution passed by not less than three-fourths of such members entitled to vote as are present in person, at a general meeting of which notice specifying the intention to propose the resolution as a special resolution has been duly given.
 - d. “Board” means the Board of Directors of the Bras d’Or Yacht Club
 - e. “Director” is a person nominated from and elected by the membership to work with other directors of the board to govern affairs of the Society
 - f. “Officer” is a director with additional responsibilities.
 - g. “Auditors” means the person or persons who shall be appointed at each annual meeting to audit the annual account of the Society, and in the event that the auditors are chosen from the membership, then two directors of the Society shall be chosen to audit and sign the annual financial statements of the Society.
 - h. “Administrator” is person hired by the board to run day to day operations on behalf of the Board.

ARTICLE 2 - MEMBERSHIP

- 2.1 The subscribers to the Memorandum of Association and such other persons as shall be admitted to membership in accordance to these by-laws, and none others, shall be members of the Society, and their names shall be entered in the Register of Members accordingly.
- 2.2 For the purposes of registration, the number of members of the Society is unlimited.
- 2.3 Every voting member of the Society shall be entitled to attend any meeting of the Society and to vote at any general or extraordinary general meeting of the Society and to hold any office.
- 2.4 General Membership is not entitled to vote at a regular meeting of the Board.
- 2.5 Membership in the Society shall not be transferable.
- 2.6 The following may be eligible for membership in the Society:
- (a) Any person interested in the promotion of boating and good fellowship, and;
 - (b) Any individual who contributes annually to the support of the Society, not less than the established membership dues.
- 2.7 Membership in the Society shall cease upon the death of a member, or if, by notice in writing to the Society, he/she resigns his/her membership, or if he/she ceases to qualify for membership in accordance with these by-laws.

- 2.8 Applications/renewals for membership must have paid all outstanding debts owing to the Society.
- 2.9 Applicants for membership must complete a membership application form, accompanied by payment in full of membership dues, and any capital fees. Every membership application shall be presented to the Board for consideration. Applicants will be notified of the decision by the Board. Successful applicants will be issued a membership package. Unsuccessful applicants will have their dues, and any capital fee, refunded.
- 2.10 Membership categories
- A) Regular Membership will include Regular Membership holder, spouse/partner and children eighteen (18) years of age and under.
- B) Enhanced membership will include member of record, partner/spouse, children eighteen (18) years and under, and adult children 19-30 years old
- C) Student membership is for an adult 19 years and older who is enrolled in post secondary education. Student membership is from May 1 to August 31st.
- 2.11 Only one adult in a regular or enhanced membership may vote or serve on the Board.

ARTICLE 3 - FISCAL YEAR

- 3.1 The fiscal year of the Society shall be the period from January 1st to December 31st

ARTICLE 4 – DUES

- 4.1 The annual membership dues are due on the first day of the fiscal year, and are payable by, and not later than the 15th day of the second month of the fiscal year of the year in which they are due. The Board shall cancel the membership of any member failing to remit dues and accounts by the due date . Members will be given written notice at the address provided by the applicant on the membership file. Reinstatements shall be subject to capital fees.

ARTICLE 5 - GENERAL MEMBERSHIP MEETINGS

- 5.1 The ordinary or annual general meeting of the Society shall be held within three months of the fiscal year end.
- 5.2 An extraordinary general meeting of the Society may be called by the Commodore or by the Board at any time, and shall be called by the Board if requisitioned in writing by at least twelve voting members in good standing of the Society.
- 5.3 Ten days notice of a meeting, specifying the place, day and hour of the meeting, and, in the case of special business, the nature of such business, shall be given to the members.
- 5.4 Notice to members must be given by at least one of the following: , , email, telephone, mail, fax and/or other electronic means.
- 5.5 General membership meetings shall be open to Bras d'Or Yacht Club members in good standing only.
- 5.6 At each ordinary or annual general meeting of the Society, the following items of business shall be dealt with and shall be deemed to be ordinary business:
- Minutes of preceding general meeting
 - Consideration of the annual report of directors
 - Consideration of the financial statements, including balance sheet, operating statement and budget, and the report of the auditors thereon

Election of Directors for the ensuing year
Appointment of Nominating Committee (3 members)

- 5.7 If within one-half hour from the time appointed for the meeting, a quorum of members is not present, the meeting, if convened upon the requisition of the members, shall be dissolved. In any other case, it shall stand adjourned to such time and place as a majority of the members then present shall direct and if at such adjourned meeting a quorum of members is not present, it shall be adjourned sine die.
- 5.8 The Commodore of the Society shall preside as Chairperson at every general meeting of the Society.
- 5.9 Members who are unable to attend a general membership meeting for good reason may participate by electronic means or by proxy as defined in BYC policy.
- 5.10 The Commodore shall have no vote except in the case of an equality of votes. In the case of an equality of votes, he/she shall have a casting vote.
- 5.11 The Commodore may, with the consent of the meeting, adjourn any meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting, other than the business left unfinished at the meeting from which the adjournment took place, unless notice of such new business is given to the members.
- 5.12 At any general meeting, unless a poll is demanded by at least three voting members, a declaration by the Commodore that a resolution has been carried and an entry to that effect in the book of the proceedings of the Society shall be sufficient evidence of the fact, without proof of the number or proportion of the members recorded in favor of or against such resolution.
- 5.13 If a poll is demanded in manner aforesaid, the same shall be taken in such a manner as the Commodore may prescribe and the result of such poll shall stand. In such case, members participating by phone may email their vote as per BYC policy.
- 5.14 Where conflicts arise, Roberts Rules of Order will be followed.

ARTICLE 6 - QUORUM

- 6.1 No business shall be transacted at any general meeting of the Society unless a quorum of members is present.
- 6.2 General and extraordinary general meetings of the membership require a minimum of 12 voting members.
- 6.3 Meetings of the board require attendance of 50% plus one members

ARTICLE 7- ELECTION OF DIRECTORS

- 7.1 A nomination committee consisting of three members of the Society shall be elected at the Annual General Meeting. Nominating committee will provide potential candidates with role descriptions of board positions from the Policy Manual
- 7.2 The nominating committee shall satisfy themselves the nominees have consented to run before presenting his/her name. Should a nominee fail to attend a general meeting when an election is held, his/her name shall not be excluded if his/her absence has been explained to satisfaction of the nominating committee, and the nominee has consented in writing or by e-mail to the nomination.

- 7.3 Following the presentation of the nominating committees report, the nominating committee chairperson shall call three times for any other nominations to the Board. If upon hearing none, he/she can call that all nominations are closed.
- 7.4 All directors shall be elected by fifty percent plus one vote, of the electors. If a vote does not result in one candidate receiving the required number of votes, an additional ballot(s) will be held, dropping the person receiving the least number of votes.
- 7.5 The Commodore may serve a maximum of three consecutive one-year terms.

ARTICLE 8 - DIRECTORS

- 8.1 Directors of the Society shall include: Commodore, Vice Commodore, Secretary, Treasurer, six (6) additional directors, and Past Commodore.
- 8.2 There shall be a recognized agent as required by the NS Registry Joint Stock Companies appointed by the Board annually.
- 8.3 Any member in good standing of the Society shall be eligible to be elected a director of the Society.
- 8.4 Directors shall be elected by the members at each annual general meeting of the Society.
- 8.5 At the first annual general meeting of the Society and at every succeeding annual general meeting, all the directors shall retire from office, but shall hold office until the dissolution of the meeting at which their successors are elected and retiring directors shall be eligible for re-election.
- 8.6 In the event that a director resigns his/her office or ceases to be a member in the Society, whereupon his/her office as director shall ipso facto be vacated, the vacancy thereby created may be filled for the unexpired portion of the term by the Board from among the members of the Society.
- 8.7 The Board shall remove, by motion and vote, remove any director or officer who fails to abide by the bylaws and policy before the expiration of the period of office and appoint another person in his/her stead. The person so appointed shall hold office during such time only as the director in whose place he/she is appointed would have held office if he/she had not been removed.
- 8.8 Directors and officers shall serve without remuneration and shall not receive any profit from their positions. However, a director or officer may be paid reasonable expenses incurred in the performance of his/her duties.

ARTICLE 9 – MEETINGS OF THE BOARD

- 9.1 Meetings of the Board shall be determined by the new board at their first meeting held following the Annual General Meeting. Meetings may be held as often as the business of the Society may require, preferably monthly, and not less than ten (10) times in a calendar year.
- 9.2 A meeting of directors may be held at the close of every ordinary or annual general meeting of the Society without notice. Notice of all other meetings, specifying the time and place thereof, shall be given either orally or in writing to all directors within seven (7) days of the date of the meeting.
- 9.3 No business shall be transacted at any meeting of the Board unless a quorum is present.

- 9.4 Directors are expected to participate in all meetings of the Board. Directors who miss two or more consecutive meetings without reasonable explanation will be removed from the Board
- 9.5 The Board of Directors is responsible for final decisions on any potential, perceived or actual conflicts of interest. Directors are responsible for declaring any potential, perceived or actual conflicts of interest to the Board of Directors immediately, consistent with Policy #11.0
- 9.6 Voting by directors may take place in person, by telephone, by video conferencing or by email. Votes shall be recorded in minutes by count: Votes in favour, votes against, and abstentions
- 9.7 The Commodore shall have no vote except in the case of an equality of votes. In the case of an equality of votes, he/she shall have a casting vote.

ARTICLE 10 - POWERS OF DIRECTORS

- 10.1 The Board of Directors is responsible for setting strategic direction, developing and approving policies and for oversight of operations of the Society. The management of the activities and day to day operations of the Society shall be vested in the Administrator under the direction of the Board of Directors. Directors, who, in addition to the powers and authorities by these by-laws or otherwise expressly conferred upon them, may exercise all such powers and do all such acts and things as may be exercised or done by the Society and are not hereby or by statute expressly directed or required to be exercised or done by the Society. The directors have power and authority to engage and to determine duties, responsibilities and remuneration of staff, employees and contractors. The directors may appoint executive committee, or other committees as required, consisting of the officers and such other persons as the directors decide.
- 10.2 Duties and responsibilities of the officers and directors are to be adhered to as set out in the Policy Manual. See Schedule "A" to these by-laws. This manual shall be reviewed annually by the new Board.

ARTICLE 11 - OFFICERS

- 11.1 Officers of the Society elected by the Board shall be Commodore, Vice Commodore, Secretary and Treasurer. The requirement for other officers such as Rear Commodore, Learn to Sail Director, Bar Chair, Entertainment Chair, etc shall be determined by the Board and elected from within the Board.
- 11.2 The Vice Commodore shall, at the request of the Board and subject to its directions, perform the duties of the Commodore during the absence, illness, or incapacity of the Commodore, or during such period as the Commodore may request him/her to do so. In the absence of the Vice Commodore, the Rear Commodore shall perform these duties. The Secretary shall perform the duties of the Commodore in the absence of the Vice Commodore, and Rear Commodore.

ARTICLE 12 - REPEAL AND AMENDMENT OF BY-LAWS

- 12.1 The Society has power to repeal or amend any of these by-laws by a special resolution passed in the manner prescribed by law, as required by the Registrar.
- 12.2 Commencing in 2017 these by-laws shall be reviewed by an ad hoc committee on an annual basis. Any proposed amendments to the by-laws shall be approved by special resolution

of the members, which upon being passed by $\frac{3}{4}$ (three quarters) of the members present at a duly constituted meeting of which intention to vote on the special resolution has been duly given. The proposed amendments must within fourteen days of the special resolution having been adopted, be submitted to the Secretary of the Registrar for approval.

ARTICLE 13 - MISCELLANEOUS

13.1 The Society shall file with the Registrar its Annual Statement, a list of its directors with their addresses, occupations and dates of appointment or election, and within fourteen days of a change of directors, notify the Registrar of the change.

13.2 The Society shall file with the Registrar a copy in duplicate of every special resolution within fourteen days after the resolution is passed.

13.3 The seal of the Society shall be in the custody of the Secretary and may be affixed to any document upon resolution of the Board.

13.4 Preparation of minutes, custody of the records, and custody of the minutes of all the meetings of the Society and of the Board shall be the responsibility of the Secretary.

13.5 Custody of the financial books and records, of the Society and of the Board shall be the responsibility of the Treasurer.

13.6 The members may inspect the annual financial statements and minutes of membership and directors meetings at the registered office of the Society with one week's notice. All other books and records of the Society may be inspected by any member at any reasonable time within two days prior to the annual general meeting at the registered office of the Society.

13.7 BYC will appoint an external accountant to prepare annual financial statements.

13.8 Contracts, deeds, bills of exchange and other instruments and documents may be executed as prescribed by resolution of the Board.

13.9 The borrowing powers of the Society may be exercised by special resolution of the members.

13.10 Guests: Visiting members of other yacht clubs and personal guests of members in good standing may be extended the courtesies of the Club. Members introducing personal guests shall be responsible for the debts and behavior of their guests.

Appendix 3 – Facility Rental Agreement

It is the policy of the Bras d’Or Yacht Club (BYC) that a Facility Rental Agreement be signed by a representative of the party wishing to rent space within BYC (herein referred to as “the Renter”) and a representative of BYC to ensure the terms of rental are met by both parties.

Terms and Conditions

Section 1: Details/Summary of Event

Required Information		
1(a) Rental Date:		
1(b) Hours of Rental:	Hours of Distribution of Alcohol:	
1(c) Contact Information:	Renter Name(s):	
	Contact Phone(s):	
	Contact Email(s):	
	Billing Address:	
	Preferred Method of Contact:	
1(d) Type of Event:		
1(e) Attendees	# of Guests/Place Settings:	
	# of Tables:	# of Chairs:
	Table cloths required? <input type="checkbox"/>	Chair covers required? <input type="checkbox"/>
1(f) BYC Areas to be rented: (herein referred to as “Rental Area”)	Lower Lounge <input type="checkbox"/> Breakwater <input type="checkbox"/> Standard Kitchen <input type="checkbox"/> Industrial Kitchen <input type="checkbox"/>	

1(g) # of Bartenders/Staff Required	
1(h) Rental Cost Quote with Breakdown: (as per amounts stipulated in Appendix 1)	

Additional Information (if known):	
Catering Company	
Tent Rental Company	
Decorator/Wedding Planner	
DJ/Entertainment	

Section 2: Rental Area

2.1 BYC agrees that the Renter may use and occupy the Rental Area(s) as stipulated in section 1(f) during the dates and times set out in section 1(a) and 1(b).

2.2 In addition to the Rental Areas, the Renter shall be entitled to non-exclusive use of certain common areas of the Building (washrooms, hallways and upper lounge).

Section 3: Use

3.1 The Rental Area shall be used only for the purposes described in Section 1, and at the time specified in section 1(b). As of the date of this Agreement, the Renter estimates that the number of guests set out in section 1(e) will attend the Event. The

Renter shall confirm no later than 7 days prior to the Event, in writing, the actual number of guests attending the Event.

3.2 The Rental Area is made available in an “as is” condition. BYC makes no representations, express or implied, regarding the condition, suitability or profitability of the Rental Area for any purpose including the Event.

3.3 All entertainment and the serving of alcoholic beverages must not extend beyond the hours set out in section 1(b). The Renter and its guests and invitees must vacate the Rental Area by no later than the time set out in section 1(b). Immediately following the Event and not later than the end of Rental Hours set out in section 1(b), the Renter, at its own cost and expense, shall remove all signs, decorations, and improvements and shall leave the rental area in a clean and tidy condition, free from all rubbish, debris, waste, unused materials, or combustible materials. The renter must gather all personal belongings and any items that were brought from outside the facility before leaving the Rental Area. For 24 hour events that extend past the hours stipulated in section 1(b), an invoice for an additional 24 hour rental will be charged to the Renter. For full or half day meeting rentals that extend past the hours stipulated in section 1(b), the Renter will be charged at the hourly rate in Appendix 1 for each hour or partial hour past the expected end time. Renters must stipulate start and end times as accurately as possible in Section 1(b).

3.4 The Renter shall not publish or display to the public any advertisement, message, presentation, or notice in connection with the Event without prior approval of the BYC.

3.5 It is the responsibility of the renter to ensure that any additional structures (eg, tents) are compliant with necessary fire regulations.

Section 4: Rent

4.1 The Renter agrees to pay to BYC the rental fee as set out in section 1(h).

4.2 The Renter shall pay BYC a non-refundable deposit equal to 50% of the rental fee at the time of this agreement. The remaining amount will be invoiced to the Renter immediately following the Event; and will be due within 30 days of the invoice date. Accounts in arrears will be charged interest at a rate of 5% per month until the full amount is received by BYC.

4.3 The Renter must pay a \$250 damage deposit at the time of this agreement.

4.4 This Rental Agreement may only be terminated by the Renter by notice in writing to BYC no less than 45 days prior to Event. The Renter acknowledges and agrees that in such event, the damage deposit shall be retained by BYC. Exceptions to this will be at the sole discretion of the BYC Board of Directors.

4.5 BYC may terminate this Rental Agreement by notice in writing to the renter if the renter is in breach of any of the terms of this Rental Agreement, including without limitation, the payment of deposits or any monies required to be paid hereunder. The renter expressly waives any and all rights that it may have against BYC for the termination of this Rental Agreement and agrees that the Renter shall make no claim against BYC arising from such termination and without limiting the forgoing, shall make no claim with respect to loss of profits, loss of economic opportunity, or consequential damages. The termination of the Rental Agreement pursuant to this section shall not prejudice any claims that the BYC may have against the Renter.

4.6 A Damage and Cleaning Deposit is required for 24 hour Event rentals, which will be returned in full within 30 days upon satisfactory inspection of the facility by authorized personnel. All fees for repair of damages to a facility and/or its equipment/amenities, and/or extra cleaning resulting from a facility rental will be deducted from the damage deposit. Note that cleaning fees will be charged at \$30/hour. Any fees over and above the deposit amount will be invoiced to the renter. Note that the Damage and Cleaning Deposit is waived for BYC members, however the Renter will be invoiced for any damages or cleaning as above.

Section 5: Liquor

5.1 BYC holds the Liquor License for the venue and therefore, all purchase of alcohol must be made through the Club. No outside alcohol is allowed on any part of the premises.

5.2 A special license is required for alcohol to be served or consumed in structures outside of the main BYC buildings (eg, in tents), as stipulated in Section 47 of the Nova Scotia Liquor Control Act. It is the responsibility of the renter to complete the application for a special license well in advance of their event. All fees associated with the special license are the responsibility of the renter.

Section 6: Decorations

6.1 The Renter shall not construct, erect, or place any decorations or other improvements without the prior approval of BYC. The cost of all such decorations and improvements shall be the responsibility of the Renter. Immediately following the Event and within Rental Hours, the Renter shall remove all decorations and improvements constructed, erected, or placed upon the Rental Area, and shall repair any damage caused by such installation or removal. In no event shall the renter use nails, screws, staples, industrial type adhesive tape, or any other manner of affixing decorations or signs which would result in damage to the walls, ceiling, or floor of the Rental Area. Any existing décor belonging to BYC and forming part of the Rental Area cannot be removed or altered in any way without express written consent of the BYC Board of Directors. The Renter shall pay the cost of such removals or alterations and returning to original placement.

6.2 BYC may remove any decorations, signs, or improvements that have not been approved, and the Renter shall pay the cost of such removal.

6.3 The Renter shall not use nor permit the use of confetti anywhere in the building including Rental Area.

6.4 The Renter shall not overload the electrical service provided by BYC.

Section 7: Nuisance

7.1 The Renter shall ensure that the Event is confined strictly to the Rental Area. The Renter shall conduct the Event in a lawful and orderly manner and shall not do, or permit anything to be done to the Rental Area that may become a nuisance, annoyance, or cause damage or inconvenience to the BYC Board of Directors or members, BYC property, or BYC's neighbours and the community at large.

7.2 BYC staff, in their sole discretion shall determine what constitutes a nuisance, annoyance, damage, or inconvenience and the extent of the renter's responsibility thereof, and BYC's decision in this respect shall be final.

7.3 The Renter shall ensure that any public address system, music, or entertainment does not exceed levels of volume, which BYC, in its sole discretion, finds reasonable, nor which exceeds municipal standards.

Section 8: Release and Indemnity

8.1 The Renter agrees that BYC shall not be liable for any bodily injury to or death of, loss or damage to any property belonging to, the renter or its employees, invitees, or guests or any other person in, on, or about the rental Area or Building, or for any interruption in the Event carried on in rental Area.

8.2 The renter releases and discharges BYC from any and all actions, causes of action, claims, damages, demands, expenses, and liabilities which the renter now or hereafter may have, suffer, or incur, notwithstanding that the negligence or other conduct or omission of BYC or anyone for whose conduct BYC is responsible may have caused or contributed to such matter.

Section 9: Parking

9.1 The Renter, and its agents, employees, invitees, and guests shall park only in areas designated by BYC and shall comply with all parking regulations governing such designated areas. If the Renter, or anyone associated with the Renter park vehicles in restricted areas BYC may tow away such vehicles at the Renter's expense.

Section 10: General

10.1 This Rental Agreement contains the entire agreement of the parties with respect of the Rental Area and the Renter's use and occupation thereof and may not be amended except by a written instrument executed by both parties. Both parties intend and acknowledge that this Rental Agreement supersedes, replaces, and merges all previous or concurrent agreements, arrangements and discussions, whether oral, written, customary or otherwise, regarding the Renter's use and occupation of the Rental Area.

Appendix 4 – Committees

Board of Directors - Terms of Reference

Revised June 2016

The **Purpose** of the Bras D'Or Yacht Club is to promote boating and good fellowship

Reporting relationship:

The Board of Directors is accountable to the general membership of the Bras D'Or Yacht Club, as set out in the By-Laws of the Bras D'Or Yacht Club February 2013.

The Members of the Board of Directors are accountable to each other to achieve the objectives of the Board of Directors

Objectives (From bylaws)

1. To manage the activities of the society
 - 1.1 To review and approve applications for membership
 - 1.2 To call at least one annual general meeting
 - 1.3 To call extraordinary general meetings if requested in writing by at least 12 members
 - 1.4 To appoint executive committee
 - 1.5 To appoint other committees as required, consisting of officers and others as decided by the Board
 - 1.6 To establish contracts, deeds, bills of exchange and other instruments and documents as prescribed by resolution of the Board
 - 1.7 To engage and determine duties, responsibilities and remuneration of staff, employees and contractors
 - 1.8 To develop, implement and monitor policies for the Board and the Bras D'Or Yacht Club, on an annual basis
2. To promote boating education, recreation, competition and good fellowship
3. To participate in community initiatives that promote Baddeck and area and the Bras D'or Lakes
4. To ensure that an annual statement is filed with NS Registry of Joint Stocks within fourteen days of appointment or election of directors
5. To ensure that NS Registry of Joint Stocks is provided with a copy of every special resolution within 14 days of the resolution being passed

Meetings

Meetings will be held at least ten times annually or at the call of the Board as often as the business of BYC may require (Bylaw 8.8)

Meetings will be held on the third Monday of the month at 7 PM, unless otherwise agreed upon by the Board

An agenda will be circulated 7 days prior to the meeting

Minutes

Minutes will be recorded at the meeting and circulated to members of the board within 7 days of each meeting.

Meeting template will be used that includes topic, discussion, action/decision and date

NEW 2016 Participation Members who miss two or more consecutive meetings without good reason may be removed from the Board

Quorum (Bylaw 7.1, 8.11)

50% plus one

Commodore only votes if there is a tie

Members (Bylaw 8.1)

Commodore

Vice Commodore

Rear Commodore

Learn To Sail Director

Secretary

Treasurer

Bar Chair

Property Chair

Past Commodore

Two directors at large

Executive Committee – Terms of Reference

Established April 2017

Purpose

The Executive Committee role is to streamline Board time by providing background on specific issues and priorities. The Executive Committee role is advisory to the Board; it does not make Board decisions.

Reports to

BYC Board of Directors

Duties

- 1.0 Ensure proper maintenance of governance issues and strategic plan.
- 2.0 Lead HR and discipline issues
- 3.0 Provide day-to-day support for BYC Manager
- 4.0 Make recommendations to the Board on specific priorities and issues

Membership

Commodore
Vice Commodore
Secretary
Treasurer

Minutes

Minutes shall be recorded by the Secretary and shared with the Board at the next meeting of the Board

Finance Committee – Terms of Reference

Revised June 12, 2016

The **Purpose** of the Bras D'Or Yacht Club is to promote boating and good fellowship

Reporting relationship:

The Finance Committee reports to the Board of Directors.

The Members of the Finance Committee are accountable to each other to achieve its objectives

Objectives

1. To make finance policy recommendations to the Board of Directors
2. To ensure financial statements are prepared for each Board meeting, each Annual and General meeting
3. To develop an annual budget and business plan
4. To give direction to the BYC Coordinator or Manager with respect to accounting and other financial processes
5. To oversee any capital projects
6. To oversee fundraising for capital projects, including fundraising partnerships
7. To develop policy for investing any surplus funds
8. To develops implement and monitor contracts for services such as cleaning, fuel, maintenance, etc

Chair

The committee will be chaired by the Treasurer

Meetings

Meetings will be held at least four times annually or at the call of the Chair

An agenda will be circulated X days prior to the meeting

Minutes

Minutes will be recorded at the meeting and circulated to members of the board within 7 days of each meeting.

Meeting template will be used that includes topic, discussion, action/decision and date

Quorum

50% plus one

Chair only votes if there is a tie

Members

Treasurer- Chair

Bar Chair

Learn To Sail Chair
Property Chair
Member at Large

Property Committee – Terms of Reference

Revised June 14, 2015

The **Purpose** of the Bras D'Or Yacht Club is to promote boating and good fellowship

Reporting relationship:

The Property Committee reports to the Board of Directors.

The Members of the Finance Committee are accountable to each other to achieve its objectives

Objectives

1. To make property and infrastructure policy recommendations to the Board of Directors
2. To identify priorities for property and infrastructure development
3. To develop an annual maintenance plan
4. To submit an annual budget to the Board
5. To implement and monitor building, mooring and ramp rentals
6. To develop, implement and monitor wharf usage policy

Chair

The committee shall be chaired by a Director

Meetings

Meetings will be held at least four annually or at the call of the Chair

Meetings will be held

An agenda will be circulated X days prior to the meeting

Minutes

Minutes will be recorded at the meeting and circulated to members of the board within 7 days of each meeting.

Meeting template will be used that includes topic, discussion, action/decision and date

Quorum

50% plus one

Chair only votes if there is a tie

Members

Commodore

Director

Two Members at large

Learn-to-Sail Committee – Terms of Reference

Revised May 31, 2015

The **Purpose** of the Bras D'Or Yacht Club is to promote boating and good fellowship

Reporting relationship:

The **Learn-To-Sail** Committee reports to the Board of Directors.

The Members of the Learn To Sail Committee are accountable to each other to achieve its objectives

Objectives

1. To develop and deliver a range of learn to sail, safe boating opportunities for members and the public
2. To hire Learn To Sail personnel
3. Works with Rear Commodore on fleet maintenance and race infrastructure
4. Prepares and submits an annual budget to the Board

Meetings

Meetings will be held at least four annually or at the call of the Chair. An agenda will be circulated X days prior to the meeting

Minutes

Minutes will be recorded at the meeting and circulated to members of the board within 7 days of each meeting.

Meeting template will be used that includes topic, discussion, action/decision and date

Quorum

50% plus one

Chair only votes if there is a tie

Members

Learn to Sail Director -Chair

Director

One Member at large

Special Events/Volunteer Committee – Terms of Reference

(To be established by the Committee)

Member Services/Communication Committee – Terms of Reference

Revised June 14, 2015

The **Purpose** of the Bras D'Or Yacht Club is to promote boating and good fellowship

Reporting relationship:

The Communications/Member Services Committee reports to the Board of Directors.

The Members of the Communications/Member Service Committee are accountable to each other to achieve its objectives

Objectives

1. To develop and deliver member services package for new members
2. To develop and implement membership promotion approaches
3. Monitors repeated visitors and encourages them to join BYC
4. To ensure regular updating of web page, Facebook and other communication networks
5. To develop a Members Auxiliary that can support Board and Committee priorities and BYC activities
6. To develop and prepare planned releases to the media
7. To promote and support communication with other yacht clubs

Chair

The committee will be chaired by the Secretary

Meetings

Meetings will be held at least four annually or at the call of the Chair

Meetings will be held

An agenda will be circulated X days prior to the meeting

Minutes

Minutes will be recorded at the meeting and circulated to members of the board within 7 days of each meeting.

Meeting template will be used that includes topic, discussion, action/decision and date

Quorum

50% plus one

Chair only votes if there is a tie

Members

Secretary - Chair

Director

At least one Member at large

Racing and Regatta Week Technical Committee – Terms of Reference

Revised June 14, 2015

The **Purpose** of the Bras D'Or Yacht Club is to promote boating and good fellowship

Reporting relationship:

The Regatta Week Technical Committee reports to the Board of Directors

The Members of the Regatta Week Technical Committee are accountable to each other to achieve its objectives

Objectives

1. To develop and deliver high quality competition during the Annual Regatta Week
2. Works with Learn to Sail Director to plan and deliver sailing competition

Chair

The Committee shall choose its chair

Meetings

Meetings will be held at least four annually or at the call of the Chair

Meetings will be held

An agenda will be circulated X days prior to the meeting

Minutes

Minutes will be recorded at the meeting and circulated to members of the board within 7 days of each meeting.

Meeting template will be used that includes topic, discussion, action/decision and date

Quorum

50% plus one

Chair only votes if there is a tie

Members

Rear Commodore

Four Members at Large

Appendix 5 – Member Benefits

Governance

Voting privileges at our AGM or any general meeting
Eligibility to run for any Board of Directors position
Opportunity to volunteer and have your say in many different BYC committees*

Boating

Discounted rates on sailing lessons*
Eight free days on BYC moorings per calendar year
Exclusive access to moorings for seasonal use
Free access to boat launch ramp
Exclusive access and competitive rates for boat storage on BYC grounds

Bar & Entertainment

Discounted beverage prices (excluding events when drink tickets are sold)*
Weekly Friday Night Happy Hour from 4 – 7pm.*
Discounted admission prices for social events and entertainment*
Free admission to Member Appreciation Night*

Facility Rental

Discounted rates on Lower Lounge rental
Waived clean-up fee for Lower Lounge rental
Free access to basic kitchen and discounted rates for access to industrial kitchen with lounge rental

Travel

BYC Members can access yacht clubs worldwide (excluding royal squadrons/clubs)

**All asterisked benefits apply to member, spouse/partner, children under 18 (excluding benefits related to alcoholic beverages), and/or adult children age 19 – 30 on enhanced memberships.*

Student members receive all of the above benefits, aside from casting votes at AGM.