

# Calgary Rowing Club By-laws

## 1. PREAMBLE

### 1.1. The Club

1.1.1. The name of the club is the Calgary Rowing Club.

1.1.1. The Calgary Rowing Club is a non-profit organization, registered under the Societies Act of the Province of Alberta.

1.1.2. The Calgary Rowing Club shall be located within or near the municipal boundaries of the City of Calgary, Alberta, Canada.

### 1.2. The By-laws

The following articles set forth the By-laws of the Calgary Rowing Club.

## 2. DEFINING AND INTERPRETING THE BY-LAWS

### 2.1. Definitions

2.1.1. **Club** or **CRC** means the Calgary Rowing Club

2.1.2. **Board** means the Board of Directors of the Club

2.1.3. **Director** means any person elected or appointed to the Board. This includes the President, Vice-President, Secretary and Treasurer and Directors-at-large.

2.1.4. **Officers** are President, Vice-President, Secretary and Treasurer

2.1.5. **Steward** is a Member appointed by the Board to execute a specific delegated responsibility.

2.1.6. **Member** means a Member of the Calgary Rowing Club

2.1.7. **General Meeting** includes the Annual General Meeting and any Special (or Extraordinary) General Meeting.

2.1.8. **Special Meeting** means a Special (or Extraordinary) General Meeting as described in Article 5.2

2.1.9. **Special Resolution** means a resolution passed at a General Meeting of the membership of the Club. There must be eight days' notice for this meeting. The notice must state the proposed resolution. There must be approval by 75% of the votes cast by voting members present.

2.1.10. **Voting Member** means a Member entitled to vote at the meetings of the Club.

- 2.1.11. **Policy Manual** means the manual of the CRC policies including but not limited to athletes code of conduct; equipment handling; health and safety policies; inclusion and non-discrimination of athletes; and other operational issues associated with the CRC. The policy manual is developed by the Board and will be updated from time to time at the sole discretion of the Board.
- 2.1.12. **A Coach** is a person appointed by the Board or by Staff to manage and direct Member and program activities at the Club.
- 2.1.13. **The Club Manager** is a Staff of the Board employed under the direction of the Board to help manage the operations and affairs of the Club.
- 2.1.14. **A Staff** is a person hired by the Board or by the Club Manager, and is compensated for the work provided to CRC

## 2.2. Interpretation

- 2.2.1. In these Articles, the term **Rowing** shall include both sweep oar rowing and Sculling.
- 2.2.2. **Singular and Plural:** Words indicating the singular number also include the plural, and vice versa.
- 2.2.3. **Masculine and feminine:** words such as he, his and him should be understood to include she, hers and her and Vice Versa.
- 2.2.4. **Headings** are for convenience only. They do not affect the interpretation of these By-laws.
- 2.2.5. **Writing and Mail:** except where registered mail is specified, should be understood to include email where a member has, by providing an email address, indicated that email communication is acceptable to that member.
- 2.2.6. **Liberal Interpretation:** these By-laws must be interpreted broadly and generously.

## 3. MEMBERSHIP

### 3.1. Categories of Membership

There are six categories of membership.

- a) Ordinary Member
- b) Student Member
- c) Associate Member
- d) Non-Rowing Member
- e) Life Member
- f) Honorary Member

Other categories of membership may be instituted at any time, by the Board, on a trial basis. To be continued as a permanent category, any such new category must be ratified by passage of a Special Resolution at the Annual General Meeting following institution of the category.

**3.1.1. Ordinary Member**

To become an Ordinary Member, an individual must pay the annual membership fee for Ordinary Members and agree to follow the CRC Policy on Member Conduct

**3.1.2. Student Member**

To become a Student Member, an individual must pay the relevant membership fee for Student Members and be in full-time attendance at a school, college or university.

**3.1.3. Associate Member**

To become an Associate Member, an individual must pay the annual membership fee for Associate Members. Associate Membership provides all the privileges of membership except for

- (a) participation in land and water based training and rowing activities, and
- (b) boat storage

**3.1.4. Non-Rowing Member**

To become a Non-Rowing Member, an individual must pay the annual membership fee for Non-Rowing Members. Non-rowing Membership provides all the privileges of membership except for

- (a) participation in water based training and rowing activities, and
- (b) boat storage

**3.1.5. Life Member**

Life Memberships will no longer be made available. A member previously granted Life Membership status shall retain such until he resigns or is expelled. Life members are exempt from payment of Membership Fees or other levies, with the exception of boat storage charges.

**3.1.6. Honorary Member**

An individual may become an Honorary Member if the voting members at a General Meeting pass a resolution to that effect, recognizing the contributions of the individual to the Club or its objects. An Honorary member is not required to pay an annual membership fee but must pay any other applicable Club fees. He must also pay all fees levied by the Alberta Rowing Association, Rowing Canada Aviron or any other governing body so as to be fully insured before using Club equipment.

**3.2. Membership Waiting List**

If, at any time, additional members in any category would result in the membership becoming too large for the available facilities and/or equipment and/or instructional capabilities, the Board may, at its discretion, institute a waiting list and temporarily suspend acceptance of new members in that category.

**3.3. Admission of Members**

Subject to membership being available (Article 3.2), any individual may become a Member in the appropriate category by meeting the requirements in Article 3.1. The individual will be entered as a Member under the appropriate category in the Register of Members.

### **3.4. Membership fees**

#### **3.4.1. Setting Membership Fees**

The Board decides annually the membership fees for each category of members. The Board may define fee payment schedules to provide alternatives to payment by a single lump sum.

#### **3.4.2. Membership Year**

The membership year is May 1st to April 30<sup>th</sup>

#### **3.4.3. Payment Date for Fees — Existing Members**

If by a single lump sum, the annual membership fees must be paid on or before May 1st of every year. If by Board approved payment schedule, fees must be paid on or before each of the scheduled payment dates.

#### **3.4.4. Payment Date for Fees – New Members**

Full payment, or the first payment of an agreed schedule of payments, must be made before membership can take effect.

#### **3.4.5. Late Payment of Fees**

Fees will be considered "Late" if not received within one month of the stipulated payment date. Late fees will be grounds for suspension of membership.

#### **3.4.6. Non-payment of Fees**

The non-payment of fees within three months of the stipulated payment date or dates will be grounds for termination of membership by Board decision provided that a notice of non-payment has been sent to the Member's last known mail address at least thirty days before the termination would come into effect.

### **3.5. Volunteer Commitment**

The Club is dependent on Members contributing volunteer time for purposes such as maintenance and operation of Club facilities, equipment, programs and fund raising. Each year the Board will define the minimum necessary commitment in hours and/or events and/or tasks for each member. The Board may also define a monetary equivalent for some of these so that Members may, in certain instances, choose between the alternatives of contributing volunteer time or paying an amount deemed to be the equivalent. The Board may, at its discretion, require a deposit from Members for all or part of the monetary equivalent of the required volunteer commitment as a performance bond. In the event of non-performance of his volunteer commitment a Member's deposit may not be returned.

### **3.6. Other Fees**

The Board may establish and levy fees, other than membership fees, as shall be appropriate for operation of the Club. These Other Fees may include, but are not limited to, annual, occasional or one-time charges for such purposes or services as regatta fees, boat storage, equipment usage, equipment transportation, program participation and coaching services. The provisions for Late Payment (Article 3.4.5) and Nonpayment (Article 3.4.6) of fees apply equally to Other Fees as to Membership Fees.

### **3.7. Rights and Privileges of Members**

#### **3.7.1. Member in Good Standing**

A Member is in good standing when:

- (a) the member has paid membership and any other required fees to the Club
- (b) if rowing, the member has completed the annual liability Waiver and any other applicable forms as deemed appropriate by the Board
- (c) the member is not suspended as a Member

**3.7.2. Any Member in good standing is entitled to:**

- (a) receive notice of meetings of the Club
- (b) attend any meeting of the Club
- (c) speak at any meeting of the Club subject to the rules of conduct in force
- (d) exercise other rights and privileges given to Members in these by-laws

**3.7.3. Voting**

Only the following can vote at meetings.

- (a) Ordinary members in good standing
- (b) Student members in good standing
- (c) Associate members in good standing
- (d) Non-rowing members in good standing
- (e) Life members in good standing
- (f) Honorary members
- (g) As defined in Article 3.7.4, one parent or guardian of an underage member in good standing in lieu of that member.

**3.7.4. Representation of Under-age Members**

The interests of a member in good standing under the age of eighteen may be represented at a meeting by a parent or guardian who can vote for the member. During the meeting, one parent or guardian is deemed to be a member in good standing for voting purposes. Only one of member and a parent or guardian can vote, not both. While representing the member, this person is bound by all relevant By-laws as if a member of the Club.

**3.7.5. Grievances**

- 3.7.5.1. A Member in good standing has the right to air, before the Board, a grievance, on any restriction or disciplinary action imposed on him, or on any act committed on himself by any other member. If he does not achieve satisfaction by this means, he has the right, under Article 5.2.1, to request a Special General Meeting to deal with the case.
- 3.7.5.2. A Member under suspension has the right, under Article 5.2.1, to request a Special General Meeting to deal with the case.

**3.7.6. Guests**

A member may introduce a visitor who is currently or was previously a member of another rowing club and/or was previously a member of CRC as a guest at the Club subject to the following provisions.

- (a) Such visitors may participate as guests for a period of up to two weeks or for not more than six visits per year.
- (b) The introducing member shall be present at the CRC during all the guest's Visit(s).

(c) The member shall introduce no more than two guests at any one time without prior authorization by the Board.

(d) A guest shall not be required to pay for any benefits or privileges in the Club except that, if he is not currently covered by the Rowing Canada insurance program, he shall make a one-time payment for that coverage.

(e) A guest must sign the standard waiver form.

(f) A guest must be advised by the introducing member of relevant aspects of the CRC Policy Manual and must abide by it.

(g) The introducing member will be held responsible to the CRC for any liability or breach of the CRC Policy Manual caused by the guest.

### **3.8. Obligations of Members**

3.8.1. Members are expected to abide by the standards, guidelines, rules and regulations of good behaviour as defined by the CRC through the By-laws and Policy Manual or by commonly accepted public standards. Failure to do so will result in disciplinary action potentially leading to suspension or termination of membership. This expectation applies at any and all times that a member is acting as a member of the CRC or is representing the CRC. Such situations include, but are not limited to the following:

(a) When at, in or around the CRC boathouse, apron or docks

(b) when on the water

(c) when travelling to, from or participating in regattas or rowing events as a Club member

### **3.9. Revocation or Restriction of Member Privileges**

#### **3.9.1. Decision to Revoke or Restrict Member Privileges**

3.9.1.1. The revocation or restriction of Member privileges for any individual may occur when the Board determines that the best interest of the Club will be served thereby.

3.9.1.2. A restriction on use includes, but is not limited to, prohibiting the use of specific equipment or requiring that other users be present during use of specific equipment.

3.9.1.3. A restriction may be placed on a Member's activities for a definite or indefinite period of time.

3.9.1.4. Revocation may be either permanent or temporary.

3.9.1.5. A Coach or Staff may temporarily restrict the privileges of a Member. The Coach or Staff must then report to a member of the Executive Committee within two days of the restriction of privileges. The Executive Committee will review the action taken by the Coach or Staff and extend, modify or terminate the restriction. The Executive Committee will report back to the Coach or Staff and the affected Member within two days after receiving notice of the restriction.

#### **3.9.2. Notice to the Member**

3.9.2.1. The Member shall be notified of the proposed revocation or restriction action in advance of the Directors meeting and shall be permitted to speak in her own behalf at the meeting.

### **3.10. Suspension of Membership**

#### **3.10.1. Decision to Suspend**

3.10.1.1. The Board may suspend a Member's membership for up to but not more than four months for one or more of the following reasons.

- (a) failure to abide by the By-laws
- (b) failure to abide by the CRC Policy Manual
- (c) disruptive behaviour at meetings or events or during activities of the CRC

3.10.1.2. In the case of a serious breach of the Club policies, code of conduct or By-laws, the Executive Committee may impose, with immediate effect, a temporary suspension on the member(s) alleged to be at fault. This suspension persists until superceded by the Board's decision resulting from the procedures defined in Articles 3.9.2 and 3.9.3. Where a temporary suspension is imposed, the Executive Committee shall communicate the state of suspension and the reasons for it to the affected member(s) with all reasonable expediency and shall move to bring the matter before the Board in the same manner.

#### **3.10.2. Notice to the Member**

3.10.2.1. The affected member will receive written notice of the Board's intention to decide whether or not the member should be suspended or not. The member will receive at least two weeks notice of the Board's meeting.

3.10.2.2. The notice will be sent by single registered mail to the last known address of the Member shown in the records of the Club. The notice may instead be considered delivered if conveyed by a member of the Board to the hand of the member.

3.10.2.3. The notice will state the reasons why suspension is being considered.

3.10.2.4. The Board will make reasonable attempts to ensure that the Member can attend the Board's meeting. Having done so, non-attendance by the Member will not be considered as a reason for deferral of this item of business.

#### **3.10.3. Decision of the Board**

3.10.3.1. The Member will have the opportunity to appear before the Board to address the matter. The Board will allow one other member or parent or guardian to accompany the Member and to speak on that Member's behalf

- 3.10.3.2. The Board will decide how the matter is to be dealt with and may limit the time given the Member and the member's representative to address the Board.
- 3.10.3.3. The Board may exclude the Member from its discussion of the matter, including the deciding vote.
- 3.10.3.4. The decision of the Board may be appealed (Articles 3.7.5.2 & 5.2.1).

### **3.11. Termination of Membership**

#### **3.11.1. Resignation**

- 3.11.1.1. Any Member may resign from the Club by sending or delivering a written notice to the Club Manager. If the Club does not employ a Club Manager at the time of resignation, written notice may be sent or delivered to the Secretary or President of the Club.
- 3.11.1.2. Once the notice is received, the Member's name is removed from the Register of Members. The Member is considered to have ceased being a member on the date his name is removed from the Register of Members.
- 3.11.1.3. Membership fees may be reimbursed to a resigning member according to a schedule defined by the Board.

#### **3.11.2. Death**

The membership of a Member is ended upon death.

#### **3.11.3. Deemed Withdrawal**

- 3.11.3.1. If a Member, other than a Life Member, is in a state of non-payment of membership fees (Article 3.4.6) he shall be deemed to have submitted his resignation and Article 3.10.1 shall apply.
- 3.11.3.2. If a Member is in a state of non-payment of fees other than membership fees (Article 3.4.6) he shall be deemed to have submitted his resignation and Article 3.10.1 shall apply.

#### **3.11.4. Expulsion**

- 3.11.4.1. The club may, by Special Resolution, at an Extraordinary General Meeting called for such a purpose, expel any Member for any cause which is deemed Sufficient in the interests of the Club.
- 3.11.4.2. This decision is final.
- 3.11.4.3. On passage of the Special Resolution, the Member's name is removed from the Register of Members. The Member is considered to have ceased being a member on the date his name is removed from the Register of Members.



3.11.4.4. A person, whose membership in the Club has been terminated by expulsion, may not reapply for membership within two years of termination.

**3.12. Transferral of Membership**

No right or privilege of any Member is transferable to another person. All rights and privileges cease when the Member resigns, dies or is expelled from the Club.

**3.13. Continued Liability for Debts Due**

When a Member ceases to be a Member, he is still liable for any debts owing to the Club at the date of ceasing to be a Member.

**3.14. Limitation on the Liability of Members**

No Member is, in his individual capacity, liable for any debt or liability of the Club.

**4. GOVERNMENT OF THE CLUB**

**4.1. Governance and Management of the Club**

The Board governs and manages the affairs of the Club. Thus the Board, in its entirety, is responsible for both policy-making for, and administration of the Club. The Board may hire a Club Manager and/or other staff to carry out management functions under the direction and supervision of the Board.

**4.2. Composition of the Board**

The Board Consists of

- (a) the Officers of the Club (President, Vice-President, Secretary and Treasurer)
- (b) the immediate Past President, so long as he remains a member in good standing
- (b) four to ten additional Directors

**4.3. Election of the Directors**

4.3.1. Officers and other Directors shall be elected by Voting Members at Annual General Meetings.

4.3.2. Officers and other Directors shall normally be elected for terms of two years with the election of President, Secretary and two to three directors occurring in alternate years to the election of Vice-President, Treasurer and the two to three other directors. In special circumstances, or to return to this alternating election schedule, the Board may decide to limit a term of service, to which a candidate will be elected, to a single year. Any limitation on a term of service must be proposed by the Nominating Committee at a Board meeting prior to the Annual General Meeting. If approved by the Board the limitation must be made public at the Annual General Meeting prior to any election taking place.

4.3.3. Candidates for election must be Members in good standing and eighteen years of age or older on the day of the election.

4.3.4. Any Director who ceases to be a Member in good standing during his term of office forfeits all rights as a Director until he regains the status of being in good standing.

4.3.5. No paid employee of the Club may hold office as a Director of the Club while so employed.

#### 4.4. **Resignation, Death or Removal of a Director**

4.4.1. A Director may resign from office by giving one month's notice in writing. The resignation takes effect at the end of the month's notice or on the date the Board accepts the resignation, whichever comes first.

4.4.2. Voting Members may remove any director before the end of his term. To do so a Special Resolution must be passed at Special General Meeting called for this purpose.

4.4.3. If there is a vacancy on the Board, the remaining Directors may appoint a member in good standing to fill that vacancy until the next AGM. This does not apply to the position of Past President.

#### 4.5. **Meetings of the Board**

4.5.1. **Frequency** - The Board holds at least ten meetings each year.

4.5.2. **Convening Meetings** - The President calls the meetings. The President also calls a meeting if any two Directors make a request in writing and state the business for the meeting.

4.5.3. **Notice** - Five days' notice of Board meetings to each Board Member is required if by telephone, fax or email and ten days' notice for Board meetings is required, if by surface mail. Board Members may waive notice.

4.5.4. **Quorum** — Directors holding one-half of the votes entitled to be cast, of whom one shall be an Officer, present in person, shall constitute a Quorum at a Directors' meeting.

4.5.5. **Voting** — Each Director, including the President and Past President, has one vote. The President does not have a second or casting vote in the case of a tied Vote. A tied Vote means that the motion is defeated.

4.5.6. **Open Meetings** — Meetings of the Board are open to Members of the Club but only Directors may vote. A majority of the Directors present may ask any other Members, or other persons present, to leave.

4.5.7. **Written Resolutions** — All Directors may agree to and approve a resolution. This resolution is as valid as one passed at a Board meeting. It is not necessary to give notice or to call a Board meeting. The date of the final approval of the resolution is the date it shall be considered passed. Directors may approve resolutions by email.

4.5.8. **Electronic Meetings** - A meeting of the Board may be held with some or all Directors participating via conference call or other electronic means. Directors who participate in this way are considered present for the meeting.

4.5.9. **Good Faith** - Irregularities or errors done in good faith do not invalidate acts done by any meeting of the Board.

#### 4.6. **Powers and Duties of the Board**

The Board has the powers of the Club, except as stated in the Societies Act. The powers and duties of the Board include:

- (a) Promoting the Objects of the Club
- (b) Upholding and enforcing the By-laws of the Club
- (c) Promoting membership in the Club
- (d) Making policies, rules and regulations for managing and operating the Club and using its facilities and assets
- (e) Without limiting the general responsibility of the Board, the Board may delegate its powers and duties to individual officers or board members, to designated appointees, or to paid employees of the Club
- (f) Hiring employees, to support the operation of the Club
- (g) Regulating employees' duties and setting their salaries
- (h) Maintaining and protecting the Club's assets
- (i) Approving an annual budget for the Club
- (j) Paying all expenses for operating and managing the Club
- (k) Financing the operations of the Club
- (l) Approving all contracts for the Club
- (m) Maintaining all accounts and financial records of the Club

#### 4.7. **Duties of the Officers of the Club**

##### 4.7.1. **The President**

- (a) supervises the affairs of the Board
- (b) when present, chairs all meetings of the Club, the Board and the Executive Committee
- (c) is an ex officio member of all Committees, except the Nominating Committee
- (d) acts as a spokesperson for the Club
- (e) carries out other duties assigned by the Board

##### 4.7.2. **The Vice-President**

- (a) presides at meetings in the President's absence. If the President and VicePresident are both absent, the Directors elect a Chairperson for the meeting.
- (b) stands in for the President at any meeting or event when asked to do so by the President of the Board
- (c) replaces the President if that position becomes vacant during the President's term of Office, until a new President is elected
- (d) is a member of the Executive Committee
- (e) carries out other duties assigned by the Board

##### 4.7.3. **The Secretary**

- (a) keeps accurate minutes of meetings of the Club, the Board and the Executive Committee
- (b) has charge of the Board's correspondence

- (c) works with the Club Manager to ensure maintains the general files, records and archives of the Club
- (d) makes sure all notices of the various meetings are sent
- (e) files changes in the directors of the organization, amendments to the by-laws and other incorporating documents with the Corporate Registry
- (f) is a member of the Executive Committee
- (g) carries out other duties assigned by the Board

#### **4.7.4. The Treasurer**

- (a) makes sure all monies paid to the Club are deposited in a chartered bank, treasury branch or trust company chosen by the Board
- (b) makes sure all annual and other fees are collected and deposited in a timely manner
- (c) makes sure a detailed account of revenues and expenditures is presented to the Board, as requested, and to the AGM.
- (d) makes sure an audited statement of the financial position of the Club is prepared and presented to the Annual General Meeting
- (e) is a member of the Executive Committee
- (f) files the annual return with the Corporate Registry
- (g) chairs the Finance Committee
- (h) carries out other duties assigned by the Board

#### **4.7.5. Exceptions**

The Board shall have the power to reallocate specific duties among its members, on a temporary basis, should that be appropriate to assure their execution.

### **4.8. Duties of Non-Officer Directors of the Board**

#### **4.8.1. The Past President**

- (a) provides an historical context for ongoing Board business
- (b) carries out duties as agreed with and assigned by the Board

#### **4.8.2. Other Non-Officer Directors**

- (a) chair and serve on standing committees of the Club
- (b) chair and serve on ad-hoc committees of the Club
- (c) carry out other duties assigned by the Board

### **4.9. Board Committees**

#### **4.9.1. Establishing Committees**

- 4.9.1.1. The Board may appoint committees to advise the Board or to support a Board member in carrying out responsibilities assigned or delegated to that Board member
- 4.9.1.2. Committees are set up on an "as needed" basis to deal with specific, relatively short-term tasks or issues
- 4.9.1.3. Except for the Executive Committee, a committee may co-opt club members to the committee by consent of the chairperson and majority vote of the Committee

#### **4.9.2. General Procedures for Committees**

- 4.9.2.1. A Board Member chairs each committee created by the Board At the Board meeting establishing the committee, the Board designates one of its members to chair the committee.
- 4.9.2.2. At the Board meeting establishing the committee, the Board sets the focus and priorities for the committee.
- 4.9.2.3. The Chairperson calls committee meetings. Two days notice of date, time and place of the meeting is communicated to each committee member. Committee members may waive notice.
- 4.9.2.4. The presence of a majority of the committee members at a meeting forms a quorum.
- 4.9.2.5. Each member of the committee, including the Chairperson, has one vote at the committee meeting. The Chairperson does not have a casting vote in Case of a tie.
- 4.9.2.6. A Committee shall appoint a Recorder from among its members. The Recorder shall provide to the Secretary records of Committee affairs, transactions, findings, decisions and actions.

#### **4.10. Stewards**

- 4.10.1. Stewards may be appointed by the Board, from members in good standing, to assume delegated responsibility for the coordination and/or organization and/or management of specific tasks or events.
- 4.10.2. The number of Stewards, the specific duties of each position and the timing of appointment shall be decided from year to year or as necessary by the Board
- 4.10.3. Stewards shall serve for a one-year term or the duration of the assigned responsibility, whichever is less. Stewards may be re-appointed to the same responsibility in Successive years.
- 4.10.4. Stewards shall be responsible to and under the ultimate direction of the board but will, where appropriate, work, report through and be members of the relevant committee
- 4.10.5. Stewards shall not have voting rights at Board meetings
- 4.10.6. Where the responsibility of a Steward involves representing or liaising with all or a specific segment of the Club membership, the Board shall take into consideration the wishes of that segment, where feasible expressed as a vote at the AGM, in making the appointment.
- 4.10.7. The appointment of a Steward may be revoked by the Board if the assigned responsibility is not being executed in a manner satisfactory to the Board.
- 4.10.8. A Steward shall provide to the Secretary records of the Steward's affairs, transactions, findings, decisions and actions.

## **5. MEETINGS OF THE SOCIETY**

### **5.1. The Annual General Meeting**

#### **5.1.1. Calling of the Meeting**

The Club holds its Annual General Meeting each calendar year. The Board sets the place, day and time of the meeting.

#### **5.1.2. Notice**

The Secretary mails or delivers a notice to each Member at least twenty-one days before the Annual General Meeting. This notice states the place, date and time of the Annual General Meeting and any business requiring a Special Resolution.

#### **5.1.3. Agenda for the Meeting**

The Annual General Meeting deals with the following matters.

- (a) adopting the agenda
- (b) adopting the minutes of the last Annual General Meeting
- (c) considering the President's report
- (d) reviewing the Treasurer's report on the financial statements setting out the Club's income, disbursements, assets and liabilities
- (e) considering reports from other Directors
- (f) considering matters specified in the meeting notice
- (g) electing Members of the Board

### **5.2. Special General Meetings**

#### **5.2.1. Calling of Special General Meetings**

A Special General Meeting may be called at any time.

- (a) by a resolution of the Board to that effect, or
- (b) on the written request of at least four Directors and ten other voting Members. The request must state the reason for the Special General Meeting and the motion(s) intended to be submitted at this Meeting, or
- (c) on the written request of thirty Voting Members, or 30% of the Voting Membership, whichever is less. The request must state the reason for the Special General Meeting and the motion(s) intended to be submitted at this Meeting.

#### **5.2.2. Notice**

The Secretary shall post a notice on the Club notice board and mail or deliver a notice to each Member at least twenty-eight days before the Special General Meeting. This notice states the place, date, time and purpose of the Special General Meeting.

#### **5.2.3. Agenda for a Special General Meeting**

Only the matter(s) set out in the notice for the Special General Meeting are considered at the Meeting.

### **5.3. Procedure at the Annual or a Special General Meeting**

#### **5.3.1.Quorum**

Attendance by thirty Members or 30% of the total Membership, whichever is less, shall constitute a quorum.

#### **5.3.2.Failure to Reach Quorum**

The President cancels the General Meeting if a quorum is not present within one-half hour after the set time. If cancelled, the meeting is rescheduled for one week later at the same time. If a quorum is not present within one-half hour after the set time of the second meeting, the meeting will proceed with the Members in attendance.

#### **5.3.3.Chairperson**

- 5.3.3.1. The President chairs every General Meeting of the Club. The Vice-President Chairs in the absence of the President.
- 5.3.3.2. If neither the President nor the Vice-President is present within one-half hour after the set time for the General Meeting, the Members present shall choose one of the Members present to chair the meeting.
- 5.3.3.3. The Board may appoint an alternate to the President and/or Vice-President to chair part or all of a General Meeting When there is a need to avoid the potential for an actual or perceived conflict of interest.

#### **5.3.4.Adjournment**

- 5.3.4.1. The President may adjourn any General Meeting with the consent of the Members at the meeting. The adjourned General Meeting conducts only the unfinished business from the initial meeting.
- 5.3.4.2. No notice is necessary if the General Meeting is adjourned for less than thirty days.
- 5.3.4.3. The Club must give notice when a General Meeting is adjourned for thirty days or more. Notice must be the same as for any General Meeting.

#### **5.3.5.Voting**

- 5.3.5.1. Each Voting Member has one vote. A show of hands decides every vote at every General Meeting. A written ballot will be used if at least five voting members request it.
- 5.3.5.2. The President is granted a second or casting vote in the case of a tied vote.
- 5.3.5.3. A Voting Member may not vote by proxy.
- 5.3.5.4. No paid employee of the Club may vote.

- 5.3.5.5. A simple majority of the votes of the Voting Members present decides each issue and resolution, unless the issue needs to be decided by a Special Resolution.
- 5.3.5.6. Passage of a Special Resolution requires not less than 75% of the votes of the Voting Members present.
- 5.3.5.7. The President declares a resolution carried or lost. This statement is final and does not have to include the number of votes for and against the resolution.
- 5.3.5.8. The President decides any dispute on any vote. The President decides in good faith and this decision is final.

**5.3.6. Failure to Give Notice of a Meeting**

No action taken at a General Meeting is invalid due to:

- (a) accidental omission to give notice to any Member
- (b) any Member not receiving notice
- (c) any error in any notice that does not affect the meaning

**6. FINANCE AND OTHER MANAGEMENT MATTERS**

**6.1. The Registered Office**

The Registered Office of the Club is located in Calgary, Alberta. Another place may be established at the Annual General Meeting or by resolution of the Board.

**6.2. Finance and Auditing**

6.2.1. The fiscal year of the Club ends on December 31st of each year.

6.2.2. There must be an audit of the books, accounts and records of the Club at least once a year. The Board shall engage independent accountants or alternatively appoint two Members, not Members of the Board or employees of the Club, to perform an audit upon the Books of Account of the Club.

**6.3. Seal of the Society**

6.3.1. The Board may adopt a seal as the Seal of the Club.

6.3.2. The Club Manager has custody of the seal, unless the Board decides Otherwise.

6.3.3. The Seal of the Club can only be used by Officers authorized by the Board. The Board must pass a motion to name authorized Officers.

**6.4. Cheques and Contracts of the Club**



6.4.1. At its first meeting of the year, and subsequently as necessary, the Board shall pass a motion designating the Board members authorized, by the current Board, to sign or countersign cheques and to use or approve credit card expenditures.

6.4.2. The designated Officers of the Board sign all cheques drawn on the monies of the Club. Two signatures are required on all cheques

6.4.3. The designated Officers of the Board may authorize expenditure by the CRC through the use of a Club credit card. Regardless of the card credit limit, expenditures exceeding \$500 (five hundred dollars) require prior approval by a second designated Officer.

6.4.4. All contracts of the Club must be signed by the Officers or other persons authorized to do so by resolution of the Board.

#### **6.5. The Keeping and Inspection of the Books and Records of the Club**

6.5.1. The Secretary keeps a copy of the Minute Books and records minutes of all meetings of the Members and of the Board.

6.5.2. The Secretary solicits and keeps a copy of the records from all Committees and Stewards of the Club.

6.5.3. The Secretary keeps the original Minute Books at the Registered Office of the Club. This record contains minutes from all meetings of the Club and the Board. The Secretary shall also retain the minutes of all other Committees in appropriate annualized files.

6.5.4. The Board keeps and files all necessary books and records of the Club as required by the By-laws, the Societies Act, or any other statute or laws.

6.5.5. A Member wishing to inspect the books or records of the Club must give reasonable notice to the President or Secretary of the Club of his intention to do so. All financial records of the Club are open for such inspection. Other records of the Club are also open for inspection, except for records that the Board designates as confidential.

#### **6.6. Borrowing Powers**

The Board may borrow or raise funds to meet its objects and operational needs. If the sum to be borrowed is greater than \$25,000 (twenty five thousand dollars) in any twelve month period this can only be done by resolution of the Board confirmed by a Special Resolution of the Club. The Board decides the amounts and ways to raise money, including the giving or granting of Security.

#### **6.7. Payments**

6.7.1. No Member, Director, Officer or Steward of the Club receives any payment for services as a Member, Director, Officer or Steward.

6.7.2. Reasonable expenses incurred while carrying out duties of the Club may be reimbursed on Board approval. The Board may set a limit to such expenses above which prior Board approval will be required.

#### **6.8. Protection and Indemnity of Directors**

6.8.1. Each Director holds office with protection from the Club. The Club indemnifies each Director against all costs or charges that result from any act done in his role for the Club. The Club does not protect any Director for acts of fraud, dishonesty or bad faith.

6.8.2. No Director is liable for the acts of any other Director. No Director is responsible for any loss or damage due to the bankruptcy, insolvency, or wrongful act of any person, firm or corporation dealing with the Club. No Director is liable for any loss due to an oversight or error in judgement, or by an act in his role for the Club, unless the act is fraud, dishonesty or in bad faith.

6.8.3. Directors can rely on the accuracy of any statement or report prepared by the Club's auditors. Directors are not held liable for any loss or damage as a result of acting on that statement or report.

#### **7. AMENDING THE OBJECTS OR BY-LAWS**

7.1. The Objects and By-laws may only be cancelled, altered or added to by passage of a Special Resolution at a General Meeting of the Club.

7.2. No cancellation, alteration or addition to the Club's Objects or By-laws takes effect until the Corporate Registrar has approved and registered it.

#### **8. DISSOLUTION OF THE CLUB**

8.1. The Club does not pay any dividends or distribute its property among its Members. If the Club is dissolved, any funds or assets remaining after discharging all debts and liabilities shall be paid to a registered charitable or non-profit organization. Members select this organization by Special Resolution. In no event do Members receive any assets of the Club, except by the sale of those assets in an open bid process.

END

February 2016