

# **Mississauga Sailing Club**

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**Constitution and Bylaws, Version 3.80**

**March 2, 2021**

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**By-Law No. 1**

A BY-LAW relating generally to the transaction of the affairs of the MISSISSAUGA SAILING CLUB.

BE IT ENACTED as a by-law of the Mississauga Sailing Club (the "Club") as follows:

**1.00 THE CLUB**

**1.01** The head office of the Club shall be in the City of Mississauga, in the Regional Municipality of Peel, in the Province of Ontario.

**1.02** The seal, an impression whereof is stamped in the margin hereof, shall be the corporate seal of the Club.

**1.03** The financial year of the Club shall end on the 31st day of October in each year.

**2.00 BOARD OF DIRECTORS**

**2.01** Board of Directors: The affairs of the Club shall be managed by a board of ten (10) directors consisting of, the Immediate Past Commodore (*ex officio*) and the Commodore, the Secretary, the Treasurer, the Sailing Officer, the Membership Officer, the Facilities Officer, the Assistant Facilities Officer, the Social Officer and the Communications Officer as elected directors. Each of the elected directors at the time of his election or within ten days thereafter shall be a senior member of the Club in good standing and shall throughout his term be a senior member of the Club in good standing.

The immediate Past Commodore of the Club shall hold office until he is no longer the Immediate Past Commodore. In the first year following incorporation, and for as long as there is yet an immediate Past Commodore of the Club, the immediate Past Commodore of the Mississauga Sailing Club shall be the acting immediate Past Commodore of the Club. The seven directors shall hold office for terms of two years and be elected and retire in rotation in the manner set forth in the letters patent of the Club. The Commodore shall hold office for one year and be elected in the manner set forth in the letters patent of the Club. A retiring director shall be eligible for re-election if otherwise qualified.

**2.02** Vacancies: In the event of a vacancy occurring on the Board of Directors (however caused), a quorum of the Board of Directors may appoint any eligible member of the Club to fill such vacancy for the unexpired term thereof. In the event that no quorum of the Board of Directors can be formed, or the Board of Directors determine not to fill such vacancy, the vacancy shall be filled at a General Meeting of the members of the Club called for the purpose from among eligible members of the Club.

**2.03** Quorum and Place: The presence of four (4) directors shall be necessary to constitute a quorum. No business shall be transacted at any meeting unless the requisite quorum shall be present at the commencement and throughout the business of the meeting or at any adjournment thereof. Except as required by law the Board of Directors may hold its meetings at such place or places as it may from time to time determine.

**2.04** Powers: The Board of Directors shall be responsible for the management, administration and operation of the affairs for the Club in accordance with the constating documents of the Club, the governing legislation and the by-laws of the Club. Without limiting the generality of the foregoing, the Board of Directors shall be responsible for the following:

- (a) the enactment, amendment, or repeal of by-laws of the Club. Subject to the provisions of the constating documents and the governing legislation, such enactment, amendment or repeal by the Board of Directors shall be effective (unless in the meantime confirmed at a General Meeting of the members of the Club duly called for that purpose) only until the next Annual Meeting and in default of confirmation at such General Meeting or Annual Meeting, no new by-law of the same or like substance passed by the Board of Directors shall have any effect until confirmed at a General Meeting of the members of the Club;
- (b) supervising the enforcement of Club by-laws, rules and regulations.
- (c) the passing, amending or repeal of rules and regulations relating to the operation of the Club and governing the conduct of the members, the operation of the Club, and the use of the Club's equipment and facilities.
- (d) the calling and holding of an Annual Meeting of members and the Board of Directors may call and hold such General Meetings of members as they may deem necessary or as may be required to be called and held in accordance with the by-laws of the Club. A General Meeting of members may be held in conjunction with an Annual Meeting.
- (e) the collecting, handling, investing and/or expenditure of Club moneys, provided, however, that the Board of Directors shall not make or approve or authorize making of any single expenditure in excess of eight thousand dollars (\$8,000.00) (or such other amount as the members may from time to time approve) unless such expenditure has been approved at a meeting of members either specifically or as part of a budget or plan approved at a meeting of members, it being acknowledged that a series of expenditures relating to a single project or capital improvement shall be considered to be a single expenditure;
- (f) the setting of membership fees or charges, and haul-out, launch and storage fees or charges.
- (g) the fixing of such charges to be charged to the members for services rendered by the Club and/or for the use of the facilities or assets for the Club.
- (h) borrowing money upon the credit of the Club.
- (i) the charging, mortgaging, hypothecating or pledging all or any currently owned or subsequently acquired real or personal, movable or immovable property of the Club, including book debts, rights, powers, franchises and undertaking to secure any debt obligation for any money borrowed or other debt or liability of the Club.
- (j) the delegation of its power to the officers, committees and members provided that such delegation is not contrary to the constating documents of the Club and the By-laws.

- 2.05** Chairman: If present, the Commodore shall be the Chairman of meetings of the Board of Directors. If the Commodore is not present, the Past Commodore shall so act pro tempore. If the Past Commodore is not present the directors present at the meeting shall choose, from among their number, a Chairman for the meeting.
- 2.06** Notice of Meeting: Director's meetings may be called by the Secretary on direction of two (2) directors, one (1) of who may be the Secretary. The Secretary shall give at least forty-eight hours' notice by delivery, telephone, or telegraph of any meeting of the Board of Directors to all directors save that no such notice of a meeting shall be necessary if all the members are present or if those absent waive notice of, or otherwise signify their consent to, the holding of such meetings. The Board of Directors may appoint a day or days in any month or months for regular meetings at an hour to be named and of such regular meeting no notice need be given. A meeting of the Board of Directors may also be held, without notice, immediately following the Annual Meeting of the Club. No error or omission in giving notice for a meeting of directors shall invalidate such meeting or invalidate or make void any proceedings taken or had at such meeting and any director may at any time waive notice of such meeting and may approve of any or all proceedings taken or had thereat.
- 2.07** Voting: Questions arising at any meeting of the Board of Directors shall be decided by a majority of votes. In case of an equality of votes, the Chairman, in addition to his original vote, shall have a second or casting vote. All votes at any such meeting shall be taken by ballot if so demanded by any director present, but if no demand be made, the vote shall be taken by a show of hands for those assenting and a show of hands for those dissenting.
- 2.08** Remuneration: The directors of the Club shall serve as such without remuneration and no director shall directly or indirectly receive any profit from his position as such; provided that a director may be paid the reasonable expenses incurred by him in the performance of his duties.
- 2.09** Advisors: The Board of Directors may from time to time request members of the Club who have special knowledge or ability to sit with the Board of Directors for a temporary period to advise and to assist the Board of Directors in its deliberation. Such advisors shall have no status on the Board of Directors and shall not be entitled to vote upon any matter coming before the Board of Directors.
- 2.10** Dissolution of Mississauga Sailing Club: Upon passage of a Resolution at the Annual General Meeting whereby two thirds (2/3) of the voting Members present approve a motion to dissolve the Club, and after payment of all debts and liabilities, the remaining property of the Corporation shall be:
- a) transferred to a similar club or clubs; and/or
  - a) sold with the resulting funds being donated to an organization (or organizations), such as Ontario Sailing, Sail Canada, Disabled Sailing Association of Ontario or Blind Sailing Association of Canada, on condition that the funds received be put towards youth sailing initiatives and/or learn to sail programs, as may be determined by a majority vote of the Members. If a majority resolution cannot be achieved, the remaining property shall be distributed to the Corporation of the City of Mississauga or such successor municipality. Dissolution and any decisions pertaining to disposal of assets will be overseen by the appointed Auditors at the time.

**3.00 OFFICERS**

- 3.01** Additional Officers: In addition to the officers who are directors, officers may be elected by the Membership or officers and agents may be appointed by the Board of Directors as they deem necessary and shall perform such duties as may from time to time be prescribed by the Board of Directors. Remuneration shall not be paid to officers or agents until such remuneration has been approved at a meeting of members either specifically or as part of a budget or plan approved at a meeting of members.
- 3.02** Past Commodore: The Past Commodore shall be a senior member of the Club and shall represent the Club in the absence of the Commodore and shall sit as an advisor on committees as requested by the Board of Directors.
- 3.03** Commodore: The Commodore, shall be a senior member of the Club, and shall be charged with the responsibility of Chief Executive Officer of the Club and shall be ex officio a member of all committees. The Commodore shall represent the Club at Club and inter-club functions
- 3.04** Secretary: The Secretary shall be a senior member of the Club, and shall be charged with the responsibility for the maintaining of the corporate records and minutes of the meetings of the Board of Directors and of the members and the safekeeping of the corporate seal of the Club and all books, papers, records, correspondence, contracts, plans and other documents relating to the operation of the Club, other than financial records.
- 3.05** Treasurer: The Treasurer shall be a senior member of the Club, and shall be charged with the responsibility for the maintaining of full and accurate accounts and financial records relating to the Club, the Club membership and the operations of the Club, the deposit and disbursing of the moneys of the club and keeping the Board of Directors and members of the Club advised of the financial affairs of the Club. The Treasurer shall prepare or cause to be prepared annual audited financial statements for the Club as at the end of each fiscal year of the Club and semi-annual unaudited financial statements as at the mid-point of the fiscal year of the Club. In addition, the Treasurer shall bring to the attention of the Board of Directors and, if considered appropriate by the Treasurer or the Board of Directors, to the members those matters which relate in a material way to the financial affairs of the Club, its solvency or liquidity.
- 3.06** Sailing Officer: The Sailing Officer shall be a senior member of the Club and shall be charged with the responsibility for supervision and organization of all sailing activities sponsored by the Club and the maintaining of the Club equipment related thereto.
- 3.07** Membership Officer: The Membership Officer shall be a senior member of the Club and shall be charged with the responsibility of publicity and information with regard to new membership. This shall include responding to questions from prospective members and arranging for the harmonious induction of new members into the club. The Director shall maintain a correct Membership List and increase the membership levels as required.



- 3.08**        Facilities Officer: The Facilities Officer shall be a senior member of the Club and shall be charged with the responsibility of maintaining the ground, building, docks and related facilities of the Club.
- 3.09**        Assistant Facilities Officer: The Assistant Facilities Officer shall be a senior member of the Club and shall be charged with the responsibility of maintaining the ground, building, docks and related facilities of the Club. The Assistant Facilities Officer will report to the Facilities Officer.
- 3.10**        Social Officer: The Social Officer shall be a senior member of the Club and shall be charged with the responsibility for the social calendar, organizing and implementation of social activities for the Club as directed by the Board of Directors and shall be Chairman of the Social Committee.
- 3.10**        Communications Officer: The Communications Officer shall be a senior member of the Club and shall be charged with the responsibility for internal and external Club communications, including advertising and the publication of Club related events through the Club website, newsletter, or other media as appropriate. The Communications Officer will also be responsible for reporting and review of social activities and events for the Club, as directed by the Board of Directors.
- 3.11**        Tenure of Office: Those officers of the Club who are not directors shall hold office at the discretion of the Board of Directors, but in any case, not to exceed two years unless re-elected or re-appointed. Those officers of the Club who are directors shall hold office during their tenure as a director. If any director who is an officer of the Club is removed from office as a director, such director shall automatically and immediately cease to be an officer of the Club.
- 3.12**        Additional Duties: Each of the officers shall assume such further duties as the Board of Directors may reasonably require.
- 3.13**        Removal of Directors: Those officers who are not elected shall be subject to removal by resolution of the Board of Directors at any time with or without cause and the Board of Directors may elect or appoint another or others in his place.
- 3.14**        Conflict of Interest: “Conflict of Interest” arises for a member of the Board of Directors whenever the board member, a member of his/her family or a business partner benefits, directly or indirectly, financially, or otherwise, from the member’s position on the governing body. A conflict of interest maybe “real”, “potential”, or “perceived”; the same duty to disclose applies to each category. Full disclosure in itself does not nullify the conflict of interest in question.
- a) MSC is a non-profit corporation and members of the Board of Directors will not receive any direct or indirect remuneration or benefit from the organization. A member of the board cannot be a paid employee, contractor, consultant, or professional service provider of the organization.
- b) Members of the Board of Directors will not participate in discussion or decision making about any matter that may directly or indirectly benefit either themselves or someone with whom they have a close personal or business relationship. Failure to disclose a conflict of interest to the Board of Directors may be grounds for dismissal from the board.

- c) Members of the Board of Directors must represent non-conflicted loyalty to the interests of the organization. This accountability supersedes any loyalty such as that to advocacy or interest groups and membership on other boards. This accountability also supersedes the personal interest of any board member acting as a consumer of the organization's services.
- d) Current and previous members of the Board of Directors or someone with whom a board member has a close personal or business relationship will not directly or indirectly benefit financially from a contractual relationship from which they receive remuneration from MSC for a one (1) year period following the date of the member's resignation from the governing body.
- e) Members of the Board of Directors must not use their position to obtain employment in the organization for themselves, family members or colleagues. Board members are not eligible to apply for employment with MSC for a one (1) year period following the date of the member's resignation from the governing body.
- f) In situations where a board member is also a board member of another corporation and the interests of the two corporations are in conflict and it is apparent that the board member cannot act in the interest of one corporation without acting against the interest of another, the board member must resign from MSC or from the other corporation.
- g) Procedures:
  - i. A new board member is required to sign the Declaration of Conflict of Interest Form at the first board meeting after the Annual General Meeting or within thirty (30) days of his/her election/appointment. The signed form is to be forwarded to the Secretary of the Board of Directors and maintained in the board member's file.
  - ii. Board members must openly disclose a potential, real or perceived conflict of interest as soon as the issue arises and before the board or its committees deal with the matter at issue.
  - iii. Board members who are not certain whether they are in a position of conflict of interest should bring the matter before the Board of Directors for advice and guidance.
  - iv. If there is any question or doubt about the existence of a real or perceived conflict, the other board members will determine by vote if it exists. The member potentially in conflict will be absent from the discussion and vote.
  - v. Board members who are aware of a real, potential or perceived conflict of interest on the part of a fellow board member must raise the issue for clarification, first with the board member in question and then, if still unresolved, with the Board of Directors as a whole.
  - vi. Before any board meeting, an agenda will be circulated to each board member, with agenda items specified and in sufficient detail to permit the members to identify possible conflicts of interest.
  - vii. Prior to the commencement of any substantive business at a board meeting or a committee meeting, the Commodore will provide an opportunity for the board members to declare any conflict of interest regarding specific agenda items.

- viii. Full particulars of any such disclosure will be noted in the minutes of the meeting. If a board member has disclosed a conflict of interest regarding an agenda item, that member will leave the meeting room when the board members reach that agenda item. The member's departure from the meeting room will be noted in the minutes, and there will be no discussion of that agenda item by the board members until the member has left the meeting room.
- ix. Following completion of that agenda item by the board or committee members, the board member may return, and the return will be noted in the minutes.
- x. Board members will not discuss that agenda item with the board or committee member who has disclosed a conflict, either during or outside the meeting or before or after the meeting.

**3.15**      Board Meeting Attendance and Leave of Absence: The Board of Directors may request a board member to take a leave of absence from the governing body due to any circumstance that has the potential to create undue attention or liability for the organization. The Commodore will inform the board member in advance of consideration of any motion in this regard. The board member will be provided with an opportunity to address the proposed motion. Grounds for a leave request could include but are not limited to a criminal charge, conflict of interest and/or adverse publicity for MSC. In this situation, the approval of a motion requesting a board member to take a leave of absence from the governing body requires a two-thirds (2/3) vote.

**4.00**      **COMMITTEES**

The Board of Directors may from time to time constitute such committees, as it deems necessary and shall prescribe their duties. No committee shall have any power to make rules or regulations applicable to the members of the Club, such power being reserved solely to the Board of Directors. All committees may meet for the transaction of business, adjourn and otherwise regulate their meetings as they think fit, provided however, that a majority of the members of each committee shall constitute a quorum thereof for the transaction of business. Questions arising at any meeting of a committee shall be decided by a majority of votes. In case of an equality of votes, the Chairman of a committee shall not be entitled to a second or casting vote.

**4.01**      Nominating Committee: There shall be a Nominating Committee of the Club which shall consist of the following persons:

- (a)      the immediate Past Commodore who, if present at meetings, shall act as Chairman.
- (b)      all retiring members of the Board of Directors who have indicated that they do not propose to seek election at the forthcoming Annual Meeting.
- (c)      three Club members whose names shall be selected by lot by the Board of Directors from among Club members who agree to serve if selected. In the event of a vacancy, the Board of Directors may appoint a Club member to fill such

vacancy from among the Club members. No members of the Nominating committee may be nominated or stand for election as a director of the Club for the year with respect to which the Nominating Committee of which he was a member was responsible for nominating directors.

Each year prior to the calling of the Annual Meeting (and prior to the calling of a General Meeting to fill vacancies when there is no longer a quorum of the Board of Directors in office), the Secretary of the Club shall, in consultation with the Chairman of the Nominating Committee, call a first meeting of the Nominating Committee. The Nominating Committee shall meet thereafter from time to time at the call of the Chairman until its duties are fulfilled.

The duty of the Nominating committee shall be to place before the Board of Directors for presentation to the members at the Annual Meeting of members a list of candidates for each position of director of the Club, and each of who has consented so to serve. The Nominating Committee shall make all reasonable efforts to have at least two (2) candidates for each position of director. No member may serve on the Nominating committee for more than two (2) years.

No Club member shall be nominated as a candidate by the Nominating committee unless he is a member in good standing of the Club.

**5.00 MEETINGS OF CLUB MEMBERS**

**5.01** Annual General Meeting: The Annual General Meeting of members of the Club shall be held at such place within the City of Mississauga within three (3) months of the end of the fiscal year as may be designated by the Board of Directors for the purpose of receiving the reports and statements required by the governing legislation and the by-laws, electing the directors of the Club, appointing the auditor and fixing or authorizing the Board of Directors to fix the auditor's remuneration, reviewing and/or fixing the fees and charges to members for services as contemplated in subparagraph (g) of paragraph 2.05 hereof, receiving the Treasurer's report relating to the financial affairs and conditions of the Club reports from all officers and committees, and for the transaction of such other business as may properly be brought before the meeting.

**5.02** General Meeting: The Board of Directors shall have the power at any time to call a General Meeting of Club members to be held at such time and such place within the City of Mississauga as may be designated by the Board of Directors. A General Meeting of Club members may be combined with an Annual Meeting of Club members in which event it shall be designated as an "Annual and General Meeting".

**5.03** Notice of Meeting: Notice of the time and place of each meeting of Club members shall be mailed not less than ten (10) days before the day on which the meeting is to be held to each Club member and to the auditor of the Club. No other public notice or advertisement of a meeting of members shall be required. All notices shall specify the general nature of the business, which is expected to be transacted thereat. Any matter presented to a meeting of members for approval may be approved with or without variation.

- 5.04 Eligible Attendees: The only persons entitled to attend a meeting of members shall be the members of the Club (whether or not entitled to vote thereat) and members of their immediate family, the auditor of the Club, others entitled to be present under the provisions of the governing legislation and persons admitted on the invitation of the Chairman of the meeting or with the consent of the meeting.
- 5.05 Quorum: Twenty percent (20%) of the membership, who are present in person, or represented by proxy, and who are entitled to vote thereat, shall constitute a quorum for the transaction of business at any meeting of members. The Commodore, or in his absence the Past Commodore, shall preside as Chairman at each meeting of Club members. If the Commodore and the Past Commodore and none of the directors are present within fifteen minutes after the time appointed for the holding of a meeting, the Club members present at the meeting shall elect a Chairman from among their number.
- 5.06 Voting Rights: At a meeting of the members each Senior Member who is at the time for the meeting shown in the records of the Club to be in good standing, shall be entitled to one vote.
- 5.07 Voting Procedures: At each meeting of Club members questions shall (unless otherwise required by the governing legislation or the by-laws of the Club) be decided by a show of hands unless a poll is required by the Chairman or is demanded by any member present in person at the meeting and entitled to vote thereat. After a show of hands upon any question, the Chairman may require, or any Club member entitled to vote thereat may demand, a poll thereon. Whenever a vote by show of hands is taken upon a question, then (unless a poll thereon is required or demanded) a declaration by the Chairman of the meeting that the vote upon the question has been carried or carried by a particular majority or lost and an entry to that effect in the minutes of the meeting shall be prima facie evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against any resolution or other proceedings in respect of the said question of club members upon the question. A demand for a poll may be withdrawn at any time prior to the taking of the poll.
- 5.08 Polls: If a poll be required by the Chairman of the meeting or be duly demanded by any Club member and the demand be not withdrawn, a poll on the question shall be taken in such manner as the Chairman of the meeting may direct. Upon a poll, each Club member entitled to vote at the meeting shall be entitled to one (1) vote and the result of the poll shall be the decision of the Club members upon the question. The election of directors shall, notwithstanding anything to the contrary herein contained, be carried out by means of a poll and the casting of ballots in such form as the Board of Directors may approve and require. Ballots may be cast during the meeting or, if appropriate facilities are made available, prior to the commencement of the meeting, provided that if any ballot is cast in a form other than the approved form or if the Chairman is of the view that a ballot cast is not in proper form, then such ballot shall not be counted. There shall be no obligation to retain any ballot cast upon any matter coming before a meeting of the members after the termination of such meeting.
- 5.09 Scrutineers: At each meeting of members, one (1) or more scrutineers may be appointed by the Chairman to serve at the meeting. Such scrutineers need not be Club members.
- 5.10 Casting Vote: In the case of an equality of votes at a meeting of members, either upon a show of hands or upon a poll, the Chairman of the meeting may cast a second or casting vote.

**511**            Special Meeting: Not less than ten percent (10%) of the members of the Club entitled to vote at a meeting of members may require the Board of Directors to call a meeting of Club members for any purpose concerned with the affairs of the Club that is not consistent with the governing legislation or the constating documents. The request shall be in writing delivered to the Secretary and shall state the nature of business to be presented to the meeting and shall be signed by the requesting members.

Upon receipt of any such request, the Board of Directors shall immediately call a General Meeting of the members for the transaction of the business referred to in such request. If the Board of Directors does not, with fourteen (14) days from the date of the deposit of such request call, or does not within twenty-eight (28) days from the date of the deposit of such request hold such meeting, then any of the requesting members may call such a meeting which shall be held within sixty (60) days from the date of the deposit of the request. A meeting called pursuant to this paragraph shall be called and conducted in accordance with the by-laws of the Club and the expenses thereof shall be borne by the Club unless at such meeting a resolution is passed by the members to the effect that the Club should not bear such expenses in which event, such expenses shall be paid by the requesting members.

**512**            Special Matter: Five percent (5%) of the members entitled to vote at a meeting of the members may require any matter to be raised for consideration at a meeting of the members, provided, however, that such members so require in writing signed by them and that such writing is received by the Secretary at least ten (10) days prior to the date upon which the relevant meeting of the members is to be held. Any such matter may be considered at the relevant meeting of members notwithstanding that the same may not have been referred to in the notice calling such meeting.

**513**            Decisions Prevailing: If at any meeting of the members a matter is duly and properly raised and decided by a resolution of the meeting and if such matter conflicts with the views or decisions of the Board of Directors, the decision as reached at the meeting of members shall prevail and the Board of Directors shall be bound thereby, provided, however, that no director shall be in any way liable with respect to any prior decision of the Board of Directors which may be contrary to the decision made at such meeting of members.

**514**            Removal of Director: Any director may at any time be removed from office with or without cause by a resolution passed by two-thirds (2/3) of the votes cast at a General Meeting of Club members called for that purpose. A vacancy so caused may be filled at such General Meeting from among eligible Club members nominated at such General Meeting and the member so elected shall hold office for the remainder of the term of office of the person so removed.

**6.00            MEMBERS**

There shall be the following classes of members: Senior Members, Crewing and Social Members, Junior Members, Associate Members and Honorary Members.

**6.01**            Senior Members: A Senior Member must be eighteen (18) years of age or older, shall be entitled to hold office and vote at any General Meetings and share in the distribution of club assets. The member and spouse and children under eighteen (18) years of age shall have use of the facilities of the club. Senior Membership rights and privileges may be

exercised by either the member of record or the spouse (as defined by current Ontario Law). The name of the member of record may be changed to that of the spouse upon application by the member of record to the Board of Directors. Upon death of the member of record, the membership will automatically change to the name of the surviving spouse.

**6.02** Honorary Member: An Honorary Member shall be a member elected on the unanimous recommendation of the Board of Directors. An Honorary Member may exercise the rights and privileges of a Senior Member. The Annual Membership Fee and Forgivable Maintenance Fee will be waived for life for the Honorary Member. An Honorary Membership is non-transferable.

**6.03** Crewing and Social Members: A Crewing and Social Member shall be a member of the Club, eighteen (18) years of age or older, who shall have no right to vote at meetings of members. A Crewing and Social Member shall have the right to use the Club premises for social purposes but shall not own, lease, or have any interest in a boat kept or used at the Club. In the event that a Crewing and Social Member owns, leases or obtains an interest in a boat kept or used at the Club, the Crewing and Social Member shall immediately make an application for membership as a Senior Member. In the event that membership as a Senior Member is not granted or the Crewing and Social Member does not take all necessary steps to become a Senior Member within twenty-one (21) days from the date on which he became the owner, leased or attained an interest in such a boat, the Crewing and Social Member shall cease to have any right to use the Club premises. All membership payments made as a Crewing & Social member can be applied against any senior membership initiation fee.

A senior may become a crewing member and in so doing protect their initiation fee while in the membership category. They may be reinstated as a senior member upon payment of full annual fees.

**6.04** Junior Members: A Junior Member shall mean a person who may or may not be a boat owner and has, as at the date of such acceptance, not attained his eighteenth (18<sup>th</sup>) birthday or is the dependent offspring of a Senior Member. A person shall not be accepted as a Junior Member unless the Club has received from such person's parent or guardian consent to such person joining as a Junior Member of the Club and an agreement to indemnify the Club, its officers and directors, all in such form as the Board of Directors may require.

A Junior Member shall not have any vote at the meetings of members but may use the Club premises, provided that the parent indemnifying such Junior Member and such Junior Member shall both be responsible and subject to discipline for any misbehavior on the part of such Junior Member. A Junior Member shall cease to be entitled to Junior Membership in the year in which he attains his eighteenth (18<sup>th</sup>) birthday provided that he may obvert such Junior Membership into either a Senior Membership or a Crewing and Social Membership with the payment of pertinent initiation fees, except if he is the dependent or offspring of a senior member.

All membership payments made as a Junior member can be applied against any senior membership initiation fees.

**6.05**      Associate Members: The Board of Directors may grant to the spouse of a Senior Member the privileges of the Club. The Senior Member shall make written application for such privileges and all charges shall be the responsibility of such Senior Member. The spouse granted these privileges shall be known as an Associate Member. An Associate Member shall not have any vote at the meetings of members. An Associate Member shall be eligible to be a candidate for appointment or election to the Board of Directors. In the event that such an Associate Member is appointed or elected to the Board of Directors, the taking of office is conditional upon the Associate Member becoming a Senior Member in good standing within ten (10) days of such appointment or election.

**6.06**      Spouses of Deceased Members: In the event of the death of a member, the membership held by the deceased person and the storage space, if any, held by the deceased person may be transferred to the spouse or other members of the immediate family of the deceased member. Such transfer may be of testamentary, or in the absence of such testamentary disposition, the same shall automatically be transferred to the spouse and if there is no spouse or if the spouse refuses to accept such transfer, then to the other members of the immediate family. If both the spouse and other members of the immediate family of a deceased member refuse to accept such transfer, then such membership shall be surrendered to the Club for repayment of the unused portion of that year's Club fees, if any, and shall, as at the end of the then current boating season become available for re-allocation. If the spouse and/or other members of the immediate family of the deceased member accept such transfer, the spouse and/or other members of the immediate family shall attain the same status as that held by the deceased member and shall pay all applicable fees. In the case of a transfer to a member or members of the immediate family other than the spouse of a deceased member, such member or members of the immediate family shall not have the right to transfer such membership and/or storage space, if any, to his spouse or other members of his immediate family.

Under no circumstances will the Club be required to decide any dispute between the spouse and/or other members of the immediate family of a deceased member. In the event of any such dispute, the spouse shall be entitled first to accept such transfer in priority to any such member or members of the immediate family.

Notwithstanding the foregoing, no such transfer under this paragraph shall be made to any minor person unless arrangements satisfactory to the Board of Directors are made with a Senior Member of the club with respect to the holding of such membership, the use of such mooring, if any, and the full indemnification of the Club, all as the Board of Directors in its sole discretion may consider advisable. If such arrangements cannot be arrived at within a reasonable time, such minor person shall be deemed to have refused such transfer.

**6.07**      Application for Membership: Applications for membership shall be submitted to the Board of Directors. New members shall be admitted based on the date of their application (i.e. the earliest application will receive preference). At all times the Club will endeavor to maintain sixty percent (60%) Mississauga residents which is required by the City of Mississauga.



Applications for membership shall not be considered to have been properly submitted unless they are accompanied by payment of the appropriate fee (if any) and annual fee. If an application is rejected by the Board of Directors, such payment shall be immediately returned or refunded.

**6.08** Member's Accounts: A member shall be fully responsible for any fees, charges or other debt or liability to the Club incurred by such member, any member of his family or any of his guests. A member's account is due when rendered and if it is not paid within thirty (30) days after being rendered, then the Treasurer may either send the member a notice accordingly or may post the member's name on one or more notice boards maintained on the Club premises. If the outstanding account of such member is not paid within the next following fifteen (15) days after the sending of such notice or such posting, the Board of Directors may in its sole discretion and without in any way relieving such member of his liability to the Club, terminate or suspend such member's membership in the Club upon such terms as the Board of Directors in its sole discretion considers advisable.

**6.09** Discipline: Should the conduct of any member either in or out of the Club premises, in the opinion of the Board of Directors, be injurious to the character or interests of the Club, or should any member refuse to conform to any by-law, rule or regulation of the Club or provisions of any agreement between the Club and such member, the Board of Directors may by a prepaid registered letter addressed to the member at his last address as shown on the records of the Club advise the member of the nature of the complaint and the date and location of the meeting of the Board of Directors at which the complaint is to be considered. The member shall have the right to attend such meeting of the Board of Directors and make representations with respect to such complaint. The Board of Directors may at such meeting, whether or not such member makes any representations to the Board of Directors, decide that the complaint does not warrant further action or may reprimand and/or suspend and/or request such member to resign and such member shall be immediately notified of such decision by prepaid registered letter addressed as aforesaid. If a member is so requested to resign and does not resign and does not appeal such request as hereinafter set forth within fourteen (14) days after mailing such letter, the Board of Directors may in its sole discretion remove such member's name from the list of members and thereby expel him from the Club and terminate his membership. If a member who is so suspended does not appeal such suspension within fourteen (14) days after the mailing of such letter, such suspension shall immediately become effective.

A member who has been requested to resign or who has been suspended or expelled shall have the right of appeal to a meeting of the Appeal Committee established under this paragraph. Notice of such appeal must be received by the Secretary within fourteen (14) days after the date of mailing the notification of the decision of the Board of Directors relating to such suspension or expulsion, and the Secretary shall forthwith upon receipt of such notice of appeal cause an Appeal Committee to be established for the purpose of considering such appeal and shall upon the instruction of the Appeal Committee give written notice of the time and place thereof to such member who may attend such meeting, with or without legal representation and be heard thereat. If a notice of appeal is so given, the decision of the Board of Directors to request such member to resign or to expel or suspend such member shall not be given effect until the Appeal Committee has considered and decided upon the matter.

The Appeal Committee shall be comprised of five (5) members, of whom two (2) shall be directors chosen from the Board of Directors by lot made forthwith after receipt of a notice of appeal. The remaining three (3) members of the Appeal Committee shall be Senior Members of the Club who are not directors and shall be chosen by lot from Senior Members who are members of any committee, standing or otherwise. Any member or director may decline to sit on the Appeal Committee within then (10) days after being

advised that he has been picked to sit thereon but such Senior Member or director shall deliver to the Board of Directors reasons for so declining. If any director or Senior Member so declines, he shall be replaced by lot. An Appeal Committee so selected may, at the discretion of the Board of Directors, consider more than one case. If it is not possible to constitute an Appeal Committee as aforesaid, any vacancies remaining shall be filled from amongst the Senior Membership of the Club by lot and the foregoing provisions of this paragraph shall be applicable. The quorum for a meeting of the Appeal Committee shall be three (3) members present and the Chairman, who shall have a casting or deciding vote in the event of a tie, shall be a Senior Member who is elected as such by the Appeal Committee and is not a director. The procedures to be followed at a hearing shall be as the Appeal Committee considers advisable and equitable. A decision of the Appeal Committee shall be the decision of the majority of members present at the time of making such a decision (provided, always, that a quorum of members is so present) and such decision shall be final and binding upon the Club, the Board of Directors and the appealing member. The Appeal Committee shall have full power and authority to uphold, to overrule or to amend any decision of the Board of Directors being considered by it. It is intended that the establishment of an Appeal Committee and the hearing of an appeal be carried out as quickly as possible after the giving of a notice of appeal. Accordingly, the Secretary may establish the Appeal Committee by such means as will expedite the same provided that the Secretary shall maintain a record of the names of all members chosen by lot and their decisions to serve thereon or otherwise. It is intended that an appeal be heard and decided upon within thirty (30) days after the giving of notice of appeal. Notwithstanding anything to the contrary herein contained:

- (a) the provisions of this paragraph shall not extend or apply to any action of the Board of Directors taken as contemplated in paragraph 6.07 hereof.
- (b) A member shall be fully responsible and liable for the conduct and actions of his guests and such conduct or actions shall, for the purposes of this paragraph, be considered the conduct or actions of such member.
- (c) If a member is convicted of an offense under any Federal or Provincial Legislation, or, is liable to pay damages under any judgment, involving personal injury to a third party and/or damage to the property of the Club or another member and, in each case, occurring on or in the immediate vicinity of the Club premises and resulting from the willful, intentional, careless or reckless actions of such member, then any member of the Club may require the Board of Directors to take immediate action under this paragraph on the basis that such actions were injurious to the character and interest of the Club;
- (d) No person who is a complainant or who has any interest (whether direct or indirect) in proceedings under this paragraph by the Board of Directors or by the Appeal Committee shall attend (except as a complainant) or vote on the matter at the relevant Board of Directors meeting or be appointed to the Appeal Committee, as the case may be; and
- (e) The Board of Directors and/or the appeal Committee may seek legal or other professional advice relating to any proceedings under this paragraph as it may consider it advisable.

- 6.10**        Resignation: Any person wishing to resign from the Club must give notice in writing to that effect to the Membership Officer. In order to resign without payment of the annual fee for the current year, such resignation must be received by the Membership Officer at least thirty (30) days before annual fees are payable with respect to such year. A notice of resignation does not relieve a person of his obligation to pay any unpaid portion of his initiation fee (if any), annual fee, assessment, account, storage or other liability to the club.
- 6.11**        Reinstatement: Any member who resigns or whose membership is terminated shall immediately forfeit all rights or claims in and to any Club property, assets or moneys. A member who has resigned or whose membership has been terminated pursuant to paragraph 6.07 hereof may be reinstated by the Board of Directors in such circumstances which in the Board of Directors sole opinion warrants reinstatement, all upon and subject to such terms as the Board of Directors may impose. No person who has been suspended or whose membership has been terminated hereunder shall be admitted to the Club, the Club premises, or to any functions of the Club as a guest of a member or otherwise unless his membership has been reinstated.
- 6.12**        Lien on Boat: Any indebtedness or liability of a Club member who has a boat stored at the Club premises or other Club facilities, shall be secured by a lien upon such boat and the Club may impound such boat and refuse to permit such member to use or to remove the same until such time as such indebtedness or liability is fully satisfied. The lien hereby created shall survive any termination of the membership of a member in the Club and may be realized upon by the Club through any officer, director or other representative without any liability whatsoever being incurred by the club, its officers, directors or representatives. Any costs or expenses (including, without limitation, legal fees and disbursements) incurred by the Club to enforce or to realize upon said lien shall form part of said indebtedness or liability payable by such member and accordingly shall be secured by said lien.
- 6.13**        Transferability: Membership in the Club is not transferable except under the provisions of paragraph 6.06 hereof or upon request and in such circumstances, as the Board of Directors may consider equitable. The transfer of a membership to a spouse, former spouse or a member of the immediate family may be permitted by the Board of Directors upon such terms as it considers advisable.

**7.00        INDEMNITY AND DAMAGE TO PROPERTY**

- 7.01**        Liability: Subject to any applicable law, no member of the Board of Directors of any committee and no officer of the Club shall be liable for the acts, receipts, neglects or defaults of any other member of the Board of Directors or committee or officer for joining in any receipts or act for conformity or any loss or expense happening to the club through the insufficiency or deficiency of title to any property acquired by order of the Board of Directors or any committee or any officer or officers for and on behalf of the Club or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Club shall be invested, or for any loss or damage arising from the bankruptcy, insolvency, or tortious act of any person with whom any of the moneys, securities or effects of the Club shall be deposited or for any loss occasioned by any error of judgment or oversight on his part, or for any other loss, damage or misfortune, whatever which may happen in the execution of the duties of his office or in relation thereto unless the same shall happen through his own dishonesty.

**7.02**        Indemnification: Every member of the Board of Directors and of every committee and every officer of the Club and his heirs, executors and administrators, and estate and effects, respectively, shall from time to time and at all times be indemnified and saved harmless out of the funds of the Club, from and against:

- (a)        all costs, charges and expenses whatsoever which he sustains or incurs in or about any action, suit or proceeding which is brought, commenced or prosecuted against him, for in respect of any act, omission, deed, matter or thing whatsoever made, done or permitted by him in or about the execution of the duties of his office.
- (b)        all other costs, charges, and expenses, which he sustains or incurs in or about or in relation to the affairs thereof; except such cost, charges or expenses as are occasioned by his own willful neglect or default.

**8.00        PROPERTY LOSS AND DAMAGE**

**8.01**        Personal: The Club does not act as bailee of the personal property of Club members and/or their guests and, shall not be responsible for the loss or damage, of any kind whatsoever including damage by fire, to personal property of a Club member and/or guest which is left at or stored in any space or facility on the Club premises over which the Club has control, including (but not limited to) a dock, locker, Club building, spar shed, or storage facility, winter storage area or dry storage area, made available for use by Club members regardless of whether such space or facility is specifically assigned or rented for a fee to a club member or is available for use by members and/or guests.

**8.02**        Club Premises: The Club makes no representation or warranty with respect to the safety, fitness, condition or capacity of any storage space, facility, plant or equipment, made available for use by Club members generally and any such storage space, facility, plant or equipment is used by a Club member and/or a guest solely at his own risk.

The provisions of subparagraphs (a) and (b) of paragraph 7.02 shall apply even though the loss or damage complained of may have resulted from negligence on the part of the Club or its employees, servants or agents or of any other person for whose negligence the Club might otherwise be responsible.

**9.00        MEMBERS BOUND BY BY-LAWS**

All members of the Club shall, be deemed to have notice of and agreed to be bound by the By-Laws of the Club then in force and all amendments duly made thereto, and by all rules and regulations of the Club then in force and all amendments made thereto.

**10.00 NOTICES**

Save as provided specifically to the contrary herein, any notice, communication, or other document to be given by the Club to a member shall be sufficiently given if delivered personally to the person to whom it is given or if delivered to his last address as recorded in the books of the Club or mailed by prepaid ordinary mail in an envelope addressed as such last address. Unless otherwise provided in the by-laws, any notice, communication or other document so mailed shall be deemed received four (4) business days after mailing. The Secretary may change the address on the books of the Club of any Club member in accordance with any information believed by him to be reliable.

The accidental omission to give any notice to any member of the Club or to any member of the Board of Directors or a committee or to any officer or the non-receipt of any such notice or any error in any such notice not affecting the substance thereof, shall not invalidate such notice and any action taken at any meeting held pursuant to such notice or otherwise founded thereon.

**11.00 EXECUTION OF FINANCIAL DOCUMENTS**

All cheques, drafts, or orders for the payment of money and all notes and acceptances and bills of exchange shall be signed by such officer or officers or person or persons, whether or not officers of the Club, and in such manner as the Board of Directors may from time to time designate by resolution.

**12.00 EXECUTION OF CONTRACTS**

Contracts, documents or instruments in writing requiring the signature of the Club may be signed by the Commodore, the Secretary, the Treasurer together with any other director and all contracts, documents or instruments in writing so signed shall be binding upon the Club without any further authorization or formality. The Board of Directors is authorized from time to time by resolution to appoint any officer or officers or any person or persons on behalf of the club either to sign contracts, documents or instruments in writing generally or to sign specific contracts, documents or instruments in writing.

The corporate seal of the Club may, when required, be affixed to contracts, documents or instruments in writing signed as aforesaid or by any officer or officers, person or persons appointed as aforesaid by resolution of the Board of Directors.

**13.00 FEES**

**13.01** Initiation Fees: The initiation fee payable by an applicant for membership shall be the initiation fee set out in Schedule "A" hereof and may be changed from time to time by resolution of the Board of Directors.

The initiation fee may at the discretion of the board of Directors in special circumstances be waived by resolution of the Board of Directors.

**13.02**      Annual Fees: The annual fee payable by a member shall be the annual fee set-out in Schedule "B" hereof and may be changed from time to time by resolution of the Board of Directors.

The annual fee is due and payable on or before the first (1<sup>st</sup>) day of January in each year. If the annual fee is not received within thirty (30) days of such date, the Treasurer may either send the member a notice according or may post the member's name on one or more notice boards maintained on the Club premises. If the outstanding account of such member is not paid within the next following fifteen (15) days after the sending of such notice or such posting, the Board of Directors may in its sole discretion terminate or suspend such member's membership in the Club upon such terms as the Board of Directors in its sole discretion considers advisable.

**13.03**      Storage Fees: The fees payable by a member shall be the fees set out in Schedule "C" hereof and may be changed from time to time by resolution of the Board of Directors.

**13.04**      Forgivable Maintenance Fees: All senior and crew members are obliged to contribute work hours to the maintenance of the Club, as set forth in Schedule "D" hereof. In the event a member fails to meet this obligation, a mandatory Forgivable Maintenance Fee is applied to the following year's fees for that member. It is the responsibility of the member to provide proof of hours contributed. If less than the prescribed number of hours are contributed, these hours will be applied against the Forgivable Maintenance Fee and the fee will be adjusted accordingly. If more than the prescribed number of hours is contributed, the excess amount will not be credited towards the following year. The required number of work hours and the Forgivable Maintenance Fee, as set out in Schedule 'D' hereof, may be changed from time to time by resolution of the Board of Directors.

**14.00**      **INTERPRETATION**

In this by-law and in all other by-laws, rules and regulations of the Club, unless the context otherwise requires the following shall apply:

- (a) "governing legislation" shall mean The Corporations Act, R.S.O. nineteen hundred and eighty (1980), Ch. ninety five (95), as amended from time to time or any act that may hereafter be substituted therefore and any other laws and regulations of any governmental authority having jurisdiction;
- (b) "immediate family" shall mean spouse, parent, brother, sister, child, step-child or person with respect to whom the relevant member is *in loco parentis* or a person who is defined as a spouse in Part II of the Family Law Reform Act(Ontario);
- (c) "members" are collectively Senior Members, Crew and Social Members, Associate Members, Junior Members and Honorary Members, together with such other categories of members as may hereafter be established.
- (d) words importing the singular number only shall include the plural and *vice versa*.
- (e) words importing the masculine gender shall include the feminine gender and neuter gender.

## **Article 1**

### **Boat Descriptions**

#### **Dinghy Sailboats**

*As either a Senior member or a Junior member, and at an additional fee, a dinghy sailboat can be stored at the clubhouse. A dinghy sailboat is defined as a mono-hull or multi-hull boat, twenty-one (21) feet in Length Over All (LOA)\* or less, and be open cockpit, without a cabin designed for personal use by the manufacturer (i.e. room to sit, sleep, eat or have toilet facilities) and not have a fixed keel.*

*\*NOTE: The board needs to consider rigging attachments which may add to the manufacturer's stated LOA and may interfere with the movement of boats/trailers within the compound. Such attachments that would remain fixed during trailer/dolly storage in the compound, may eliminate a specific hull design from being admitted to the club storage area, even if the stated LOA is 21 feet or less.*

## **Article 2**

### **Policy and Rules Regarding Clubhouse**

1. The Clubhouse is for the exclusive use of the members and their guests.
2. Parents are responsible for the supervision of their children. Any damage caused by these children shall be indemnified.
3. Members are responsible for the conduct of their guests; any member or guest damaging property shall be indemnified.
4. Members shall not remove any article belonging to the club from the property, nor shall they keep club equipment for their own use.
5. The use of profane or obscene language, or unbecoming actions is forbidden.
6. Members are reminded that the club is located in a public park and as such, use of alcoholic beverages is restricted to the Clubhouse and compound.
7. The Clubhouse security is the responsibility of all members. Last member leaving the Clubhouse or Garage must check that all light switches are turned off, alarm turned on and doors and compound gates securely closed.

8. Members shall employ every care in using club equipment, avoid damage and store in the proper place when finished. Members are expected to maintain tidiness and clean up all litter or waste.
9. The Club is not responsible for any loss of or damage to members' and guests' property or equipment.
10. Members are responsible for the supervision of and actions of their pets, and in accordance with City of Mississauga Bylaws, pets must be leashed. Members are asked to please not bring pets into the Clubhouse.

## **Article 3**

### **Policy and Rules Regarding Storage Compound**

1. Dry storage space will be allocated to members who require it by the Membership and Facilities Officers.
2. The Membership and Facilities Officers will make every effort to distribute our space fairly and to the greatest advantage of the individual members. Members are asked to assist by giving early notice of their requirements and by using only the space allotted to them. Allocation charts will be posted on the Club notice board for easy reference.
3. Members who have boats in the storage area must see that dollies and boats are kept in allotted spaces. Dollies must be returned immediately to storage area after launching boats.
4. All dinghies stored on Club property during the sailing season must be in good and tidy condition with inflated tires and with covers in good condition.
5. All dinghies stored on Club property during the winter season must have the mast lowered.
6. Every dinghy must be anchored on each side with appropriate cement weights.
7. Any member having a boat stored at the Club or using a boat in Club events shall be required to have third party liability insurance.
8. Each storage space will be allowed one trailer, one dolly, one boat and one storage container. No other materials are to be stored behind or under boats.



## **Article 4**

### **Club Safety**

1. Children going on docks should wear life jackets and be accompanied by an adult.
2. All sailing craft must adhere to the boating safety regulations as laid out by Transport Canada. This information can be acquired by visiting their website at <https://tc.canada.ca/en/marine-transportation>. It is a member's responsibility to stay informed.
3. Current regulations include the following safety equipment for sailing craft (non-powered) up to 6 metres in length.
  - a) one Canadian-approved personal flotation device or lifejacket of appropriate size for each person on board.
  - b) one buoyant heaving line of not less than 15 metres in length.
  - c) one manual propelling device or an anchor with not less than 15 metres of cable, rope or chain in any combination.
  - d) one Class 5BC fire extinguisher, if the pleasure craft is equipped with a fuel burning cooking, heating or refrigerating appliance or outboard motor.
  - e) one bailer or one manual water pump fitted with or accompanied by sufficient hose to enable a person using the pump to pump water from the bilge of the vessel over the side of the vessel. (A bailer or manual water pump is not required for any self-bailing sealed hull sailing vessel fitted with a recess-type cockpit that cannot contain a sufficient quantity of water to make the vessel capsize or a multi-hull vessel that has subdivided multiple-sealed hull construction).
  - f) a sound signaling device or a sound signaling appliance.
  - g) A waterproof flashlight or 3 Canadian approved flares (type A, B, or C flares).
  - h) navigation lights that meet the applicable standards set out in the Collision Regulations if the pleasure craft is operated after sunset and before sunrise or in periods of restricted visibility.

## **Schedule A**

### **Initiation Fees**

Senior Member	\$240.00 + HST
Junior Member (Associated with a Senior Membership) suspended until the age of eighteen (18) years.	\$ No Charge
Crewing or Social Member	\$ No Charge

## **Schedule B**

### **Annual Membership Fees**

Senior Member	\$215.00 + HST
Junior Member (Associated with Senior Member)	\$ 95.00 + HST
Crewing or Social Member	\$ 95.00 + HST

## **Schedule C**

### **Annual Storage Fees**

Summer Storage for dinghies on a trailer	\$225.00 + HST
Summer Storage for dinghies on a rack	\$ 75.00 + HST
Winter Storage Dinghies on a trailer or on a rack	\$ 90.00 + HST

## **Schedule D**

### **Forgivable Maintenance Fees**

Senior Members:  
Minimum of twenty (20) Work Hours at \$30.00 per Work Hour to a maximum of \$600.00.

Crew Members:  
Minimum of five (5) Work Hours at \$30.00 per Work Hour to a maximum of \$150.00.