

## BY-LAW NO. 1

A by-law relating generally to the transaction of the business and affairs of  
SOUTH NIAGARA CANOE CLUB

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### Interpretation

Board means the Board of Directors

CKC means CanoeKayak Canada

DBC means Dragon Boat Canada

WOD means Western Ontario Division of CKC

BE IT ENACTED and it is hereby enacted as a by-law of the SOUTH NIAGARA CANOE CLUB (hereinafter called the "Canoe Club") as follows:

**1. NAME**

**1.1.** The name of the club shall be "South Niagara Canoe Club", hereinafter referred to as the "Canoe Club" or the "Corporation".

**2. COLOURS**

**2.1.** The club colours together shall be white, kelly green and royal blue.

**3. OBJECTIVES**

**3.1.** The objectives of the club are:

- a) To establish, operate and maintain a canoe club;
- b) To promote among its members the sports of Sprint CanoeKayak, Dragon Boat, and Outrigger; and
- c) To promote Water Safety within the community.

**4. MEMBERSHIP**

**Qualifications**

**4.1. Regular Members.** Regular Members of the Canoe Club shall be those persons whom are approved for membership by the Board and recorded as members of good standing of the Canoe Club by the Club Registrar in accordance with the provisions set out in the South Niagara Canoe Club Code of Conduct (herein called "Code of Conduct"), approved September 7, 2010, as may be amended from time to time. Regular Members in good standing must have paid all fees as required. Regular Members may be withdrawn from membership by the Board if they breach any provision set out in the Code of Conduct, such termination to proceed in accordance with Section 4.7 hereof.

**4.2. Honorary Members.** Honorary Members shall be those individuals who have been granted an honorary membership in perpetuity in the Canoe Club by the Board. Honorary Members shall not be subject to membership fees. Notwithstanding the foregoing, Honorary Members may be withdrawn from membership by the Board if they breach any provision set out in the Code of Conduct. Honorary Members shall not be entitled to voting privileges.

**4.3. Members.** Members shall be:

- a) those persons who are six (6) years of age or older and have applied for a club membership in the Canoe Club;
- b) designated, where applicable, amongst Class status within Sprint Racing as defined by the Sprint Racing Discipline of CanoeKayak Canada and the International Canoe Federation.
- c) designated, where applicable, amongst age groups within dragon boat regattas and festivals as defined by Dragon Boat Canada and the International Dragon Boat Federation.

**4.4. Associate Membership.** The Board may offer Associate Membership to any person, corporation or unincorporated organization or entity it deems appropriate. Such Associate Members shall be considered "Regular Members" and shall be bound by the provisions applicable to Regular Members as set out herein.

**4.5. Membership Entitlement.** The use of the Canoe Club, its facilities and equipment, and rules pertaining to use, to which any membership category is entitled, shall be determined by the Board from time to time.

- 4.6. Resignation.** Any Member of the Canoe Club may resign as a Member of the Canoe Club by letter delivered to the Secretary of the Canoe Club.
- 4.7. Termination.** The Board, by a resolution passed by a majority vote, may terminate any membership. Membership may be terminated for failure to pay fees as required and for breaching any provision set out in the Code of Conduct. If a membership is to be terminated, written notice of same, together with reasons, must be delivered at least fifteen (15) days prior to the termination date. The Member shall be provided an opportunity to be heard by someone with the authority to revoke the disciplinary action not less than five (5) days before the termination takes effect.

## **5. VOTING PRIVILEGE**

- 5.1.** Only Regular Members in good standing shall be entitled to vote at meetings of the members of the Canoe Club. For greater clarity, all members are permitted to attend at, and participate in discussions at membership meetings unless excluded by the Board from doing so.
- 5.2.** Only Members eighteen (18) years of age or over are eligible to vote. A designated parent or guardian shall be entitled to vote on behalf of their member child under the age of eighteen (18).
- 5.3.** Members must be in good standing a minimum of three (3) months prior to a Canoe Club membership meeting in order to vote at such meeting.
- 5.4.** Every Member entitled to vote at the Annual General Meeting may by means of a proxy appoint one (1) proxyholder to act on their behalf. The proxyholder does not have to be a member. The proxy must be signed by the member or by their duly authorized attorney.
- 5.5.** Voting is conducted at the Annual General Meeting by a show of hands or by ballot. No electronic voting is accepted.

## **6. GOOD STANDING**

- 6.1.** A Member is in good standing if all fees, dues and assessments relative to their membership category owing to the Canoe Club have been paid in full.
- 6.2.** A Member is not in good standing when the member is subject to suspension from the Canoe Club in accordance with the provisions set out in the Code of Conduct.

## **7. MEETINGS OF MEMBERS**

- 7.1. Annual General Meeting.** The Canoe Club shall hold an Annual General Meeting of its members in accordance with [section 52](#) the Not For Profit Corporations Act, Ontario, within 15 months of the previous AGM, on a date, time and at a venue within the City of Welland as determined by the Board. At Annual General Meetings, there shall be presented a report by the Commodore on the affairs of the Canoe Club for the previous year, a financial statement of the Canoe Club, the auditor's report and such other information or reports relating to the Canoe Club's affairs as the Board may determine and as may be required by law. A Board of Directors shall be elected and auditors shall be appointed for the ensuing year.**Quorum.** A quorum for the purpose of conducting business at an Annual or Special Meeting shall consist of twenty-five (25) percent of voting members present in person or by proxy and entitled to vote when any vote is taken.
- 7.2. Special meeting.** Special meetings may be convened by order of the Board or by the Commodore on any date and time at any place in Welland. In addition, the Board shall call a special meeting of the members upon receipt of a written request of no less than twelve (12) members entitled to vote at such a meeting.

**7.3. Notice.** The date, time and place of a meeting of the members and the general nature of the business to be transacted shall be sent by regular mail, facsimile or by email to each Member and shall be posted at the Canoe Club and on the website of the Canoe Club not less than fourteen (14) nor more than fifty (50) days before such meeting.

## **8. BOARD OF DIRECTORS**

- 8.1. First Directors.** The applicants for incorporation shall be the first directors of the Canoe Club whose term of office shall be for one year or until the first meeting of members calling for an election of the directors. The board then elected shall replace the first directors.
- 8.2. Composition.** The Board shall be comprised of a minimum of three (3) Directors, and a maximum of fifteen (15) Directors, all of whom shall be elected at the Annual General Meeting of the Canoe Club, except as provided herein.
- 8.3. Management and Control.** Management and control of the affairs of the Canoe Club shall be vested in the Board save and except where limited by the by-laws and shall do so without remuneration.
- 8.4. Meetings.** The Board shall meet no less than 10 times per year, with no more than 60 days between meetings, on dates to be determined by the Board. **Notice.** The date, time and place of a meeting of the directors and the general nature or purpose of the meeting shall be sent by email to each director not less than fourteen (14) days before the meeting.
- 8.5. Quorum.** Fifty-one percent (51%) of the Board shall constitute a quorum.
- 8.6.** Any or all Directors may participate in a meeting of the Board or of a Committee of the Board by means of such telephone, electronic or other communications facilities as permit all persons participating in the meeting to communicate with each other, simultaneously and instantaneously, and a Director participating in such a meeting by such means is deemed to be present at the meeting. This provision is only to be used in extenuating circumstances.
- 8.7. Absenteeism.** Any member of the Board who shall be absent from three (3) consecutive Board meetings without just cause shall be removed from the Board.
- 8.8. Appointments.** The Board is authorized to fill any vacancies, which may occur in its ranks as long as quorum exists. If a quorum does not exist, a Special meeting of the members must be called within three weeks of such vacancy. The Board shall be appointed in the following manner at the first scheduled Annual General Meeting of the Members:
- a)** One third (1/3) of the directors shall be appointed for a one (1) year term;
  - b)** One third (1/3) of the directors shall be appointed for a two (2) year term; and
  - c)** One third (1/3) of the directors shall be appointed for a three (3) year term.
- 8.9. Re-election.** Each elected director is subject to re-election provided that the total term does not exceed four (4) years. The maximum continuous term that a director is eligible to serve on the Board is six (6) years; however, a director is eligible to be re-elected or reappointed for another term provided there is a break of one (1) year from the Board.
- 8.10. Vacating.** To be effective, a Board Members resignation must be in writing, signed by the Board Member and delivered to the Board. The Board may not refuse to accept the resignation. A Board Member may withdraw a resignation, unless the Board has met and accepted the resignation.

**8.11. Ex Officio Members.** The Board may from time to time appoint *ex officio* (non-voting) members to the Board.

## **9. OFFICERS**

**9.1** All officers shall be appointed by the Board immediately following the Annual General Meeting of the members; provided that vacancies in an office position may be filled by the Board within the Board's discretion.

**9.2 The Commodore.** The Commodore is the Chief Executive Officer of the Canoe Club. He/She shall preside at all meetings of the Club and of the Board and shall be a Member of all committees. He/She shall also represent the Club at Western Ontario Division, CanoeKayak Canada and Dragon Boat Canada meetings and be responsible for external communication which includes liaison with the City of Welland and the Welland Recreational Canal Corporation.

**9.3. The 1<sup>st</sup> Vice Commodore (Head of CanoeKayak).** The 1<sup>st</sup> Vice Commodore (Head of CanoeKayak) shall be responsible for all canoe, kayak and outrigger programs offered by the Canoe Club. He/She shall preside over meetings of the Board and of the Membership, and shall represent the Canoe Club at WOD and CKC meetings when the Commodore is not available, and be responsible for external communications when the Commodore is not available.

**9.4. The 2<sup>nd</sup> Vice-Commodore (Head of Dragon Boating).** The 2<sup>nd</sup> Vice-Commodore (Head of Dragon Boating) shall be responsible for all Dragon Boat programs offered by the Canoe Club. He/She shall represent the Canoe Club at DBC meetings, or dragon boat related meetings when the Commodore is not available. He/She shall also be responsible for external communications and shall preside over meetings of the Board and of the Membership if the Commodore and 1<sup>st</sup> Vice-Commodore are not available.

**9.5. Treasurer.** The Treasurer shall receive all monies or securities due to the Canoe Club, manage and keep proper records of all revenues and expenses so received and deposit them in an insured Depositing Institute approved by the Board; produce monthly financial statements and co-ordinate year-end audit; assist with budget preparation; and prepare a report for the Annual General Meeting. All cheques must be signed by any two of the Treasurer, the Commodore, and one other Board-designated officer.

**9.6.** None of the signing officers may be spouses of each other or be the parents, children or siblings of the signing officers.

**9.7. Registrar.** The Registrar shall be responsible for the registration of all members and the collection and recording of the appropriate fees and member's status for all registered Members in the Canoe Club and shall forward an electronic copy of the same to the Secretary following the CKC National Championships in each year; and shall deliver the appropriate lists as required by the appropriate sport governing bodies.

**9.8. Secretary.** The Secretary shall keep a true record of all meetings of the Canoe Club and of the Board and distribute Minutes of each meeting to all Members of the Board; keep a correct roll of Club Members; and conduct all correspondence and internal communication under the direction of the Commodore and/or the Board.

## **10. COMMITTEES**

**10.1. Executive Committee.** The Executive Committee shall be comprised of the officers of the Canoe Club, namely, Commodore, the 1<sup>st</sup> Vice Commodore, the 2<sup>nd</sup> Vice Commodore, Treasurer, Secretary, and Registrar.

**10.2. Other Committees of the Board.** The Board may appoint one or more other committees of the Board, however designated, and delegate to any such committee any of the powers of the Board subject to any rules and regulations imposed from time to time by the Board.

**11. FISCAL YEAR**

**11.1** The fiscal year end for the Canoe Club shall be October 31<sup>st</sup>.

**12. Protection of Directors, Officers and Others**

**12.1. Limitation of Liability:** No Board member, Past Board member or other appointee shall be liable for the acts, receipts, neglects, or defaults of any other Director, appointee, or employee or for joining in any receipt or other act for conformity or for any loss, damage, or expense happening to the Canoe Club through the insufficiency or deficiency of title to any property acquired for on behalf of the Canoe Club or for the insufficiency or deficiency of any security in or upon which any of the moneys of or belonging to the Canoe Club shall be placed out or invested, or for any loss or damage arising from the bankruptcy, insolvency, or tortious act of any person, firm, or body corporate with whom or which any moneys, securities or effect of the Canoe Club shall be lodged or deposited or for any loss occasioned by any error of judgment or oversight on their part, or for any loss, conversion, misapplication or misappropriation of or damage resulting from any dealings with any moneys, securities or other assets belonging to the Canoe Club or for any other loss, damage or misfortune whatsoever which may happen in the execution of the duties of their respective office or trust or in relation thereto, unless the same are occasioned by their own willful neglect or default; provided that nothing herein shall relieve any Executive or appointee from the duty to act in accordance with the By-Laws and the regulations thereunder or from liability for any breach thereof.

**12.2. Indemnity:** Subject to the limitation contained in the By-Laws, the Canoe Club shall:

- (a) indemnify each Director or appointee, each former Director or each person who acts or acted at the Canoe Club's request as a director or officer of a body corporate of which the Canoe Club is or was a shareholder or creditor, and their heirs and legal representatives, against all costs, charges and expenses, including an amount paid to settle an action or satisfy a judgment, reasonably incurred by them in respect of any civil, criminal or administrative action or proceeding to which they are made a party by reason of being or having been an Executive or appointee of the Canoe Club or such body corporate, if (i) they acted honestly and in good faith with a view to the best interest of the Canoe Club and (ii) in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, they had reasonable grounds for believing that their conduct was lawful; and
- (b) with any approval required by law, indemnify each person referred to in clause 12.2. (a) hereof in respect of an action by or on behalf of the Canoe Club or body corporate to procure a judgment in its favour, to which they are made a party by reason of the Canoe Club or body corporate, against all costs, charges and expenses reasonably incurred by them in connection with such action if they fulfill the conditions set out in clauses 12.2. (a) (i) and 12.2. (a) (ii) hereof.

**13. Dissolution**

**13.1** No part of the net earnings of the Canoe Club shall ever inure to the benefit of any members of the Board or any member of the Canoe Club. Upon dissolution, any assets belonging to the City of Welland will be returned to the City of Welland. The balance of

assets, with the exception of dragon boats, will be delivered to the Western Ontario Division to be used in their discretion for a period of five years pending the creation of another club in the City of Welland failing which will become the property of the Western Ontario Division. The Club's dragon boats will become the property of Dragon Boat Canada.

**14. Repeal or Amendment**

- 14.1 The By-Laws may be repealed, added to, altered or amended by affirmation vote of a simple majority of the Board of Directors providing such change is not in conflict with the Constitution. All repeals, enactments and/or amendments must be confirmed by an affirmative vote of two-thirds (2/3) of the voting members present in person or by proxy at the next meeting of the Canoe Club and if not confirmed thereat shall, from that time, cease to be in force. Notice of proposed By-Law change must be given at the Board meeting immediately preceding that meeting at which the vote was taken.
- 14.2 These By-Laws of the Canoe Club repeal all previous By-Laws entered into by the Corporation.

**15. Ratification**

**Bylaw Enacted by Board: November 16, 2011**

**Approved at the Annual General Meeting: [date]**

Bylaw Updated: March 31/2019

Approved at the Annual General Meeting: March 31/2019

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Chairman, Brian Roy

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Secretary, Judith Tutty





**BY-LAW NO. 2**  
**Borrowing By-Law**

*A by-law respecting the borrowing of money,  
the issuing of debt securities and the securing  
of liabilities by the corporation.*

**BE IT ENACTED** as a special by-law of the SOUTH NIAGARA CANOE CLUB (hereinafter referred to as the "Corporation") as follows:

1) In addition to, and without limiting such other powers as the Corporation may by law possess, the directors of the Corporation may from time to time:

- a) borrow money on the credit of the Corporation;
- b) issue, reissue, sell or pledge debt obligations of the Corporation; or
- c) give a guarantee on behalf of the corporation to secure performance of an obligation of any person; and
- d) mortgage, pledge or otherwise create a security interest in all or any property of the corporation, owned or subsequently acquired, to secure any obligation of the corporation.

2) The directors may from time to time by resolution delegate the powers conferred by paragraph 1 of this by-law to a director, a committee of directors or an officer of the Corporation.

3) This By-law shall remain in force and be binding upon the Corporation as regards any person acting on the faith thereof until such person has received written notification from the Corporation that this By-Law has been repealed or replaced.

4) Ratification:

**Bylaw Enacted by Board: November 16, 2011**

**Approved at the Annual General Meeting: [date]**

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Chairman, Brian Roy

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Secretary, Judith Tutty