

**BYLAW NUMBER 1
A BYLAW RELATING GENERALLY TO
THE TRANSACTION OF THE BUSINESS AND AFFAIRS
OF THE PORT CREDIT YACHT CLUB**

BE IT ENACTED as a Bylaw of the Port Credit Yacht Club as follows:

(Note: This By-Law incorporates changes approved at the Spring General Meeting April 27, 2010.)

1.00 1.01	HEADQUARTERS The Headquarters of the Port Credit Yacht Club, (hereinafter referred to as “the Club”), where a Clubhouse shall be maintained for the use of Members, shall be in the City of Mississauga or at such other place as the Directors and Members may from time to time determine.
2.00 2.01	SEAL The Seal, an impression of which is stamped in the margin hereof, shall be the Corporate Seal of the Club.
3.00 3.01	OBJECTS The Objects for which the Club is formed shall be the promotion, encouragement and fostering of yachting, yacht racing and aquatic sports and all legitimate activities in connection therewith, the provision of facilities for the furtherance thereof, the promotion of the best interests of the Members of the Club and of friendly relations amongst them.
4.00 4.01	INSIGNIA The official colours of the Club shall be navy blue and gold. The Club Burgee shall be a navy blue isosceles triangle of which the horizontal axis shall be twice the perpendicular height, with three (3) gold balls of graduated size superimposed on the horizontal axis and a gold arrow tip.
5.00 5.01	MEMBERSHIP Membership of the Club shall consist of the following classes of Members: <ul style="list-style-type: none"> Honorary Life Member (including Spousal Honorary Life Member) Senior Members (including Joint Senior Members) Associate Members Corporate Members Non-Resident Members Intermediate Members Junior Members Senators Honorary Members Student Members Crew Members
5.02	HONORARY LIFE MEMBER - is a person who, in recognition of conspicuous services rendered to the Club, has been appointed an Honorary Member for life by the unanimous vote of the Board of Directors present at a meeting specially called for the purpose and upon such election shall enjoy all the privileges of the Club without payment of fees, but no such election shall take effect until it has been confirmed by a vote of two thirds (2/3) of the Members present or represented by proxy at a General Meeting or at the next Annual Meeting of the Club. An Honorary Life Member shall be accorded all the rights and privileges of the Club in the same manner as if they were a Senior Member. A Member who has served as Commodore of the Club and who has maintained continuous membership until age 65, shall be an HONORARY LIFE MEMBER.
5.03	SPOUSAL HONORARY LIFE MEMBER – is the spouse of a deceased Honorary Life Member who chooses to accept such membership and thereafter shall be afforded the full privileges of the Club, without payment of annual fees. The spouse of a deceased past Commodore shall also be entitled to accept such membership.
5.04	SENIOR MEMBER - is a person nineteen (19) years of age and over who has membership privileges and shall be eligible to apply for space to maintain boats on the Club property.
5.04.1	JOINT SENIOR MEMBER – is any member who has applied for and received joint senior membership status together with their spouse. Except where stated otherwise, any reference in this bylaw to a Senior Member shall be interpreted to include a Joint Senior Member.

5.05	ASSOCIATE MEMBER - is a person twenty-four (24) years of age and over who shall be entitled to participate in all the membership privileges, with the exception of voting at any Club meetings. An Associate Member shall not be eligible for a wet mooring, but may apply for a drysail mooring for a boat which weighs less than 4,000 pounds.
5.05.1	CORPORATE MEMBER - is a business or corporation and a person who is a full time employee or principal of such business or corporation who has been nominated by the business or corporation. The business or corporation shall be liable for all fees in respect of and all expenses incurred by its nominees. Neither the business or corporation nor its nominees shall be entitled to any of the rights and privileges associated with any other class of membership including, but not limited to: the right to vote, the accumulation of seniority points, the right to moor a yacht, the right to drysail, racing privileges, the accumulation of any credits with respect to transferring to any other class of membership, or reciprocal privileges with other clubs.
5.06	NON-RESIDENT MEMBER - is a person nineteen (19) years of age or over whose residence and whose principal place of business, if any, for a period of 186 days or more during the calendar year in a location beyond eighty (80) kilometres from the Club. Such member shall be entitled to all membership privileges with the exception of voting and mooring.
5.07	INTERMEDIATE MEMBER - is a person who is between the ages of nineteen (19) and twenty-five (25) years inclusive and shall be entitled to Club privileges with the exception of voting, and may apply for a dry sail mooring. An Intermediate Member will be given a 10% reduction in the amount of the Senior Membership initiation fee for each year of Intermediate membership, to a maximum of 7 years or 70% credit.
5.08	JUNIOR MEMBER - is a person between the ages of twelve (12) and eighteen (18) years inclusive who is entitled to Club privileges, with the exception of voting. Each application shall be guaranteed by the applicant's parent(s) or legal guardian. A Junior Member may be granted a dry sail mooring at the discretion of the Board of Directors. A Junior Member will be given a 10% reduction in the amount of the Senior Membership initiation fee for each year of Junior membership, to a maximum of 3 years or a 30% credit.
5.10	SENATOR is anyone who is at least sixty five (65) years of age, has been a Senior Member for fifteen (15) years and upon electing to assume Senator status is thereafter entitled to all the rights and privileges of the Club in the same manner as if they continued to be a Senior Member, with the exception of voting at any Club meetings. A Senator shall not be eligible for a wet mooring, but may apply for a drysail mooring for a boat which weighs less than 4,000 pounds.
5.11	HONORARY MEMBER - is a person who, for special services rendered to the Club, or distinction in community affairs, has been elected as such by the unanimous vote of the Board of Directors. Such member shall be afforded the full privileges of the Club except voting or maintaining a boat on Club premises without payment of fees. The duration of such membership shall be at the pleasure of the Board of Directors which may terminate it at any time.
5.12	CREW MEMBER - is a person twenty-four (24) years of age and over who has membership privileges from April 1 until October 31, with the exception of voting at any Club meetings. A Crew Member shall not have an ownership interest in a boat maintained on Club property. To apply for and retain Crew Member status, a Crew Member must be sponsored annually by a Senior Member or an Associate Member with a boat at the Club and be a regular guest or crew member of the sponsoring Senior Member or Associate Member. A Crew Member cannot skipper a boat in a Club race.
5.13	STUDENT MEMBER - is a person who is a full time student between the ages of nineteen (19) and twenty-nine (29) years inclusive and shall be entitled to Club privileges with the exception of voting, and may apply for a dry sail mooring.

5.14	<p>SPOUSES OF SENIOR AND ASSOCIATE MEMBERS: Any spouse of a Senior or Associate Member has the right to:</p> <p>a) make use of the club facilities; b) attend and speak at general meetings of the club; and c) participate on committees other than the Nominating Committee.</p>
5.14.1	A Senior Member or an Associate Member may file a written authorization with the Club Secretary that his or her spouse, in addition to the rights set out in article 5.14, may make charges to the member's account. The authorization may be cancelled upon at least thirty days' written notice to the Club Secretary and to the spouse, to be effective at the end of the month following the month in which the notice is given.
5.14.2	<p>JOINT SENIOR MEMBERSHIP A Senior Member may file a Joint Senior Membership Application with the Club Secretary pursuant to which the senior member's spouse, in addition to the rights set out in article 5.14, may have one or more of the following additional privileges assigned to them:</p> <p>a) to make charges to the joint senior membership account; b) to vote at general meetings of the club, provided that only one vote may be cast by the joint members; c) to serve on the board of directors.</p> <p>The Joint Senior Membership Application shall state which one of the two joint members is to be responsible for all charges on the joint membership account, and shall state which one of the two joint members shall be entitled to retain an individual senior membership if the Joint Senior Membership is dissolved.</p>
5.14.3	A Joint Senior Member may dissolve the joint senior membership by: <p>a) filing with the Club Secretary the written consent of both of the joint senior members; or b) providing to the Club Secretary as well as to the other joint member thirty days' written notice of same, to be effective at the end of the month following the month in which the notice is given.</p>
5.14.4	If a joint senior membership is dissolved, the joint member not retaining the individual senior membership shall have the status of an Associate Member for a period of six months without payment of an initiation fee. Before the expiry of the said six month period, the said member is entitled to receive a membership in the club in any category of membership for which they would otherwise be eligible upon payment of the applicable fees, including any applicable initiation fee. The said member is responsible for their own account after the effective date of the dissolution.
5.14.5	The Board of Directors may establish by regulation the application and approval process for joint senior membership, including proof of spousal status and required documents for purposes of article 5.14.2, and may also establish by regulation the frequency with which any such application or documents must be renewed.
5.14.6	For purposes of this bylaw a "spouse" is as defined in either of the definitions of spouse set out in Part I or Part III of the Family Law Act of Ontario.
5.20	APPLICATION OF NEW MEMBERS
5.21	Every candidate for membership must be proposed and seconded by either an Associate or Senior Member to whom they shall be personally known. One of the two must be a Senior Member and both must be in good standing.
5.22	<p>A candidate who is not personally known as in Article 5.21 may make an application supported by references, acceptable to the Board of Directors. At least one reference must be from a bank or other financial institution.</p> <p>All applicants for membership shall use the form or forms provided by the Board of Directors which must be filled out completely and shall be forwarded to the Secretary.</p>
5.23	<p>The Secretary shall investigate each application and post the applicant's name and address on the Club bulletin board for a period of at least two (2) weeks. During this period, any Senior Member in good standing may file an objection with the Secretary. The application will then be presented to the Board of Directors, which, after considering the recommendations of the sponsors, and/or references and objectors if any, may, by a two-thirds (2/3) majority vote of the Directors present, elect the applicant to membership of the Club.</p> <p>Every person elected to membership shall be notified by the Secretary by mail and advised that their application for membership in the Club has been accepted.</p>

5.24	Two candidates for membership who are spouses of one another may apply for joint senior membership by filing with the Club Secretary the documents referred to in article 5.14.3.
5.30 5.31	RIGHTS, PRIVILEGES & DUTIES OF MEMBERS Any person having been elected a Member of the Club, or who is a guest of such a Member, may use the Clubhouse and grounds as defined by their Member class. The rights of any Member to the privileges of the Club shall coexist only with the period of their membership and shall terminate therewith.
5.32	Upon election to the Club and by accepting the rights and privileges of the Club, each Member agrees to accept and be bound by the Bylaws, Rules and Regulations of the Club.
5.33	Any comments or observations on which a Member desires action shall be directed to the Commodore in writing, signed, with a copy to the Club Secretary for direction to Board Members.
5.34	Any member other than a Junior Member or Crew Member has the privilege of introducing a guest or guests to the Clubhouse provided the member remains financially responsible for such guest(s). The Board of Directors may revoke such privilege for any member if it is being abused.
5.40 5.41	FEES The Annual Fees for the ensuing year shall be determined by the Board of Directors unless specified in SCHEDULE "A", not later than the 31st day of December and if any increase in the Annual Fees is authorized all Members shall be sent a notification on or before the 15th day of January in the year to which the increase is applicable.
5.42	"Initiation Fees" A non refundable Initiation Fee payable by a Senior Member shall be fixed from year-to-year by a majority vote of the Board of Directors not later than the 31st day of December. Revenue from Initiation Fees shall be applied to debt reduction and capital expenditures.
5.44	Mooring Fees shall be determined by the Board of Directors not later than December 31 of the current fiscal year and published in the Club Regulations.

5.50 5.51	PAYMENT OF FEES AND ACCOUNTS All accounts and fees shall be due when rendered. If unpaid within 30 days from the statement date the account will be subject to interest at the rate set by the Board of Directors. Members whose accounts are unpaid after 45 days from the statement date will receive a letter from the General Manager indicating that if the account is not paid within 60 days of the statement date, signing privileges will be suspended and the Member's name shall be posted. A Member may request in writing or in person that the Board of Directors consider their situation. An account unpaid after 90 days from the statement date, and where there has been no agreement between the Board of Directors and the Member, shall be placed in the hands of a third party for collection. The Board of Directors may take further action such as withdrawal of mooring privileges or termination of membership.
5.52	If a Member forfeits membership for failure to pay an indebtedness to the Club, such Member shall continue to be liable for all debts incurred and unpaid, including any unpaid balance of Annual fees, or assessments.
5.53	If the signing privileges of a senior or associate member are suspended pursuant to article 5.51, the signing privileges of their spouse are also suspended, regardless of whether an authorization has been filed under article 5.14.1. If the signing privileges of a joint senior member are suspended pursuant to article 5.51, the signing privileges of their spouse are also suspended, regardless of whether such a privilege has been assigned to them under article 5.14.2.
5.60 5.61	DEATH OF A SENIOR, SENATOR OR ASSOCIATE MEMBER If a Senior Member, Senator or Associate Member dies, their spouse may assume the membership of the deceased member without payment of an initiation fee by filing a request to do so within six months from the date of death. If a Joint Senior Member dies, the surviving Joint Senior Member will have the status of Senior member and will then be subject to the applicable rules and regulations for non-joint Senior Members.

<p>5.70 5.71</p>	<p>TERMINATION OF MEMBERSHIP A Member who desires to resign shall deliver to the Secretary notice in writing of such resignation. The resignation shall become effective upon the date of receipt and they shall thereupon cease to have and enjoy any of the rights and privileges of the Club, and shall forfeit their mooring points. Notice of resignation by one of the members of a Joint Senior Membership shall also be sent to the other joint member and shall be treated as notice of dissolution of the joint senior membership pursuant to article 5.14.4.</p>
<p>5.72</p>	<p>In order to resign without payment of the annual fee in the current year, notice of resignation must be received in accordance with Article 5.71 no later than the first (1st) day of January in that year. Members who resign after that date shall be liable for the full annual fee.</p>
<p>5.73</p>	<p>A person who has resigned shall continue to be liable for all debts incurred and unpaid to the date of the resignation, including any unpaid balance of Annual Fees or assessments.</p>
<p>5.80 5.81</p>	<p>EXPULSION OR SUSPENSION OF MEMBERS, OR OTHER DISCIPLINARY MEASURES The Board of Directors shall have the power, by a vote of two-thirds (2/3) of those present at a meeting called for the purpose, to expel, suspend from membership, or to apply any other appropriate sanction to, any member, whose conduct or actions, whether on Club premises or elsewhere, has, in the opinion of the Board of Directors, and following consideration of the recommendation of the Discipline Committee, been deemed to be improper or injurious to the interest, or good order, of the Club, or who has wilfully violated or continues to violate, or has neglected or continues to neglect the observance of any rule or published Club policy or Club Regulation as provided by a Bylaw or Bylaws or by any order of the Board of Directors.</p>
<p>5.82</p>	<p>No member shall, however, be tried for any such offence without first being notified of the charges against such member, in complete written detail, including the arrangements for a hearing by the Discipline Committee. In advance of such hearing the member shall be given access to, and when practicable, copies of all material, and statements which will be presented to the Discipline Committee in the course of the hearing. Such notification shall be deemed sufficient if it is mailed to the member's place of address, as shown on the records of the Club, by registered mail at least seven (7) days prior to the hearing by the Discipline Committee.</p>
<p>5.83</p>	<p>THE DISCIPLINE COMMITTEE</p> <ul style="list-style-type: none"> (a) The Discipline Committee shall consist of a minimum of three (3) Past Commodores, one of whom shall serve as its Chairperson. The Chairperson may from time to time as he or she sees fit, and being sensitive to the nature of the offence, request a member, or members, familiar with the nature of the offence to join the Committee for the particular hearing but shall not include, the person making the complaint, anyone directly affected by the matters complained of and anyone who will be giving evidence or making representations concerning the matter before the Discipline Committee. (b) The Chairperson shall be nominated by the Commodore and shall serve during the Commodore's term while Commodore, and at the Commodore's pleasure, and shall be appointed an Officer of the Club. (c) The remaining members of the committee shall be as recommended to the Commodore by the Chairperson of the committee, and shall serve at the pleasure of the Commodore. (d) The committee shall conduct hearings on discipline matters as referred to it by the Board of Directors, in accordance with Article 5.82, and shall report its recommendation with respect to sanctions or otherwise within (6) weeks. (e) Hearings shall be conducted in camera, and generally in accordance with the principles familiar to sailors in the conduct of Protest Hearings, affording ample opportunity to provide all relevant evidence, including any apparent exculpatory evidence, and an opportunity for cross examination to test evidence. Procedural rulings, by the Chairperson, are final and shall not be appealable elsewhere. The committee will make findings of fact and a recommendation of appropriate sanction(s), if any, which will be reported to the Board of Directors. The ensuing sanction, by the Board of Directors, if any, will be reported in writing to the parties involved. (f) If the Board of Directors orders a sanction of suspension of membership, or expulsion from the Club, the member shall have the right to appear before the Board of Directors, at a special meeting called for the purpose, to make a case against the sanction. The Board's decision shall be final. There shall be no right of direct appeal to the Board of Directors for any other sanction as imposed by the Board of Directors.

5.84	When a member is expelled from membership, the Annual Fees for the class of membership to which the member has been admitted shall be pro-rated over the year and the unexpired portion of the year's Annual Fees shall be returned to such member, less any debt owing by such member to the Club.
5.85	A person who is expelled from membership shall cease to have and enjoy any of the rights and privileges of the Club from the date upon which the Board of Directors shall take such action, and shall forfeit their mooring points.
5.86	A member who is suspended shall not be permitted to have and enjoy any of the rights and privileges of the Club from the date upon which the Secretary mails notice of the suspension until the date of reinstatement expressed in such notice.
6.00	BOARD OF DIRECTORS
6.01	The affairs of the Club shall be controlled and managed by a Board of thirteen (13) Directors and the Immediate Past Commodore as provided in Article 6.11, each of whom shall be a Senior Member in good standing, subject to article 6.02. Any Flag Officer at the time of their election and throughout the term of their office, shall own at least a thirty-three and one-third percent (33 1/3%) interest in a boat normally moored at the Club. As well, at all times a majority of the Directors must be boat owners, as defined in the foregoing. All Directors shall be elected by a ballot at the Annual Meeting of the Club and shall remain in office until the next Annual Meeting.
6.02	A Joint Senior Member is ineligible to sit on the Board of Directors simultaneously with his or her spouse. If the joint senior membership of a member of the Board of Directors is dissolved, the joint senior member who is a member of the Board of Directors may continue in office until the conclusion of their term, provided they continue to be a member of the club.
6.10	DIRECTORS
6.11	The Board of Directors will be comprised of a Commodore, five (5) Vice Commodores, and Seven (7) other Directors and the Immediate Past Commodore.
6.12	The Commodore and five (5) Vice Commodores shall be considered to be the Flag Officers of the Club.
6.13	To be eligible for election as Commodore, a Senior Member must have been a member of the Club for at least five (5) years, a member of the Board of Directors for two (2) years, and have served for at least one (1) year as a Vice Commodore. The eligibility of a Joint Senior Member is independent of that of his or her spouse.
6.14	A Commodore may serve more than one (1) term, but may not serve more than two (2) years consecutively.
6.15	After serving three (3) consecutive years as a Vice Commodore a Member shall be ineligible to be elected as a Vice Commodore or as Director during a period of two (2) years after becoming so ineligible. This provision would not preclude the Member's election to Commodore.
6.16	After serving three (3) consecutive years as a Director (non Flag Officer), a Member shall be ineligible to be elected as a Director (non Flag Officer) during a period of two (2) years after becoming so ineligible. This provision would not preclude the Member's election to Vice Commodore and, if eligible, to Commodore.
6.17	Subparagraphs 6.14, 6.15, and 6.16 apply to both spouses holding a Joint Senior Membership as though they were the same person.
6.20	DUTIES OF DIRECTORS
6.21	The Commodore shall preside at all meetings of the Club and of the Board of Directors and perform such other duties as are necessarily incident to the office of Commodore, including overall operation of the Club and its activities. Questions arising at meetings of the Club or of the Directors shall be decided by a majority of votes and in the case of an equality of votes, the Commodore only shall have a second or deciding vote. The Commodore shall be an ex-officio Member of all Committees except the Nominating Committee and the Finance and Audit Committee. In the event that the Commodore shall be unavailable for a period of time, the Board of Directors may, on the recommendation of the Commodore, appoint one of the Vice Commodores as Acting Commodore.

6.22	The following shall be Standing Committees of the Board of Directors -Administration, Fleet, Harbour and Grounds, House, Planning and Marketing. Each of such Standing Committees shall have the elected Vice Commodore as its Chair and shall have at least two other members. The Board of Directors may from time to time appoint such other Committees as it may deem necessary for the efficient operation of the Club or to obtain advice and guidance in respect of particular matters.
6.23	The Vice Commodore Administration shall serve as Treasurer, shall be Chair of the Administration Standing Committee and shall with his or her Committee be responsible for all of the financial and administration affairs of the Club.
6.24	The Vice Commodore Fleet shall also be known as the Rear Commodore, shall be the Chair of the Fleet Standing Committee and shall with his or her Committee be responsible for all racing and cruising activities - both power and sail - including the junior sailing program and safety.
6.25	The Vice Commodore House shall be the Chair of the House Standing Committee and shall with his or her Committee be responsible for all social events, the Club's food and beverage operations and the physical maintenance and preservation of the clubhouse building.
6.26	The Vice Commodore Harbour and Grounds shall be the Chair of the Harbour and Grounds Standing Committee and shall with his or her Committee be responsible for the harbour and dockyard facilities, yacht selections and mooring allocations, launch and haulout, the grounds surrounding the Clubhouse and the physical maintenance and preservation of all buildings other than the clubhouse building.
6.27	The Vice Commodore Planning and Marketing shall be the Chair of the Planning and Marketing Standing Committee and shall with his or her Committee be responsible for the marketing of the Club to its members, new membership development, the promotion of the Club, long range planning and the Club newsletter.
6.28	The seven (7) other Directors shall be assigned to the Standing Committees by the Commodore. Additional committee members shall be appointed by the respective Vice Commodore, as needs dictate.
6.29	The Immediate Past Commodore is not an elected officer; but the Immediate Past Commodore shall be a voting member of the Board.
6.30	POWERS OF DIRECTORS
6.31	The Directors of the Club shall administer the affairs of the Club in all things and may make or cause to be made for the Club, in its name, any kind of contract which the Club may lawfully enter into and save as hereinafter provided, generally may exercise all such other powers and all such other acts and things as the Club is empowered to do by the governing Statutes.
6.32	Without in any way derogating from the foregoing, the Directors are expressly empowered, from time to time, to borrow money on the credit of the Club, to purchase, lease, or otherwise acquire, alienate, sell, exchange, option, pledge, issue charge, mortgage, or hypothecate all or any of the land, buildings, securities and/or other property, moveable or immovable, real or personal, including book debts and unpaid calls, rights, powers, franchises and undertakings, to secure any securities or any money borrowed, or other debt, or any other obligation or liability of the Club, and upon such terms and conditions as they may deem advisable, provided however; they shall not make any conveyances or mortgages of the real property of the Club, or enter into any contract or contracts involving any capital expenditure in excess of the estimated difference between the normal gross income of the Club without recourse to assessments and the operating expenses, excluding depreciation, for the fiscal year without reference to the Club membership.
6.33	The Board of Directors may invest any surplus funds in the investments in which trustees, as defined in Statute are empowered by law to invest funds, at interest.
6.34	The management of the Club shall be vested entirely in the Board of Directors and no Member or group of Members shall have authority to act on behalf of the Club unless so authorized by the Board. The Board shall prescribe such rules and regulations governing the affairs of the Club as in its judgment and in accordance with the Governing Statutes, Bylaws, Rules / Regulations, and Policies may from time to time be deemed necessary. It shall have power to request the Members of the Club to form committees and to delegate such powers and duties as the Board may deem advisable. The Board of Directors shall retain the right to appoint one of its number to be a Member of such Committee or to appoint Members of the Club to any such Committee.

6.35	The Board of Directors has the right to extend reciprocity to other clubs. Such reciprocity shall only be granted with consideration to the interest and requirement of the membership.
6.36	The Board of Directors will review and approve changes to the Club Regulations.
6.40	TERMS OF SERVICE
6.41	The Directors shall receive no remuneration for acting in their capacity as Directors.
6.42	Any Director or Committee member who has an interest in any firm or entity providing service or product to the Club must declare that interest and refrain from voting on or influencing the decision to acquire same. Such a Director or Committee member has a duty to bring such interest to the Board of Directors and the Secretary shall maintain a list of such interest for an annual review by the Board of Directors.
6.43	Subject to applicable Statute(s) Directors or Committee members are not responsible for the acts of other Directors or members nor for any insufficiencies or for errors except for gross negligence.
6.44	Subject to the governing Statutes and other applicable Statutes every Director, their heirs, executors and administrators, and estates 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: <ul style="list-style-type: none"> (a) all costs, charges and expenses whatsoever which they sustain or incur in or about any action, suit or proceeding which is brought, commenced or prosecuted against them, for or in respect of any act, deed, matter or thing whatsoever, made done or permitted by them, in or about the execution of the duties of their office; (b) all other costs, charges and expenses which they sustain or incur in or about or in relation to the affairs thereof; except such costs, charges, or expenses as are occasioned by their own wilful neglect or gross negligence.
6.45	The Club may purchase insurance to indemnify Directors to the extent permitted by the governing Statutes.
6.50	VACANCIES - BOARD OF DIRECTORS
6.51	Vacancies on the Board of Directors, however caused, except as in Article 6.60, may so long as a quorum of Directors remains in office, be filled by the Directors from among the qualified Members of the Club, if they shall see fit to do so; otherwise, such vacancy shall be filled at the next Annual Meeting of the Members at which the Directors for the ensuing year are elected, but if there is not a quorum of Directors, the remaining Directors shall forthwith call a meeting of the Members to fill the vacancy.
6.60	REMOVAL OF DIRECTORS
6.61	The Members of the Club may, by resolution passed by at least two-thirds (2/3) of the votes cast at a General Meeting of which notice specifying the intention as well as the cause of proposing such resolution has been given, remove any Director or Directors before the expiration of their term of office and may, by a majority of the votes cast at that meeting, elect a person or persons in their place for the remainder of the term.
6.70	QUORUM AND MEETING - BOARD OF DIRECTORS
6.71	The Board of Directors shall meet for the transaction of business at least once each month and, in addition, hold such other meetings as may be called by the Commodore or in the Commodore's absence, a Vice Commodore.
6.72	Eight (8) Directors shall form a quorum for the transaction of business. Except as otherwise required by law, the Board of Directors may hold its meetings at such place or places as it may from time to time determine. No formal notice of any such meeting shall be necessary if all the Directors are present, or if those absent have signified consent to the meeting being held.
6.73	Directors' meetings may be formally called by the Commodore or a Vice Commodore or in writing by two (2) Directors. Notice of such meetings shall be delivered, telephoned or telecommunicated to each Director not less than two (2) days before the meeting is to take place or shall be mailed to each Director not less than seven (7) days before the meeting is to take place. The Statement of the Commodore that notice has been given pursuant to this Bylaw shall be sufficient and conclusive evidence of the giving of such notice.

6.74	The Board may appoint a day or days in any month or months for regular meetings at an hour to be named. Of such regular meeting, no notice need be sent. A Directors' meeting may also be held without notice, immediately following the Annual Meeting of the Club. The Directors may consider or transact any business either special or general at any meeting of the Board.
6.75	The meetings shall be open to any Senior Member of the Club in good standing. The Board may, however, provided two-thirds (2/3) of the Board are in favour, request a closed session. No error or omission in such 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 any such meeting and may ratify and approve of any or all proceedings taken or had thereat.
6.80 6.81	VOTING - BOARD OF DIRECTORS 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 Chairperson, in addition to his original vote, shall have a second and 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 in the usual way by assent or dissent. A declaration of the Chairperson that a resolution has been carried and an entry to that effect in the Minutes shall be prima facie evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution. In the absence of the Commodore, the Commodore's duties may be performed by a Vice Commodore or such other Director as the Board may from time to time appoint for the purpose.
6.90 6.91	COMMITTEES - BOARD OF DIRECTORS Within thirty (30) days after each Annual Meeting, each Vice Commodore shall present for approval, the Members for their Committees for the ensuing year.
6.92	Each Committee shall meet promptly after its appointment in order to submit a program and review the budget for the coming season for approval by the Board of Directors not later than its December meeting. The budget proposed by the said committees and accepted by the Board of Directors shall not be exceeded without the specific approval of the Board of Directors. No Committee shall have the power to incur any expenditure on behalf of the Club not anticipated in the approved budget until such expenditure has been ratified by the Board of Directors.
6.100 6.101	APPOINTED OFFICERS The Board of Directors shall appoint a Secretary of the Club to hold office during the pleasure of the Board of Directors. It shall be the duty of the Secretary to affix the seal of the Club to such documents as require same, to act as Secretary to the Board of Directors, keep the list of Members, post and give such notices as directed by the Board of Directors and to discharge such other duties as may be assigned by the Board of Directors.
6.102	The Board of Directors shall appoint a Manager (who may be known as the General Manager) who may also be the Secretary of the Club. The Manager shall hold office during the pleasure of the Board of Directors and shall be paid such salary as the Board of Directors may from time to time determine. The Manager shall be charged, subject to the directions of the Board of Directors, with the management of the Club's business and affairs, with the power to engage, direct and remove any and all employees and agents of the Club not appointed directly by the Board of Directors and to settle the terms of their employment and remuneration.
6.103	The Board of Directors may appoint a Historian and/or an Honorary Historian of the Club to hold office during the pleasure of the Board of Directors. The term of office of the Historian and/or Honorary Historian shall not exceed three (3) years unless they are re-appointed by the Board of Directors.
6.104	The Board of Directors may appoint a Protocol Officer who shall be the Chairperson of the Protocol Committee and who shall serve for one year at the pleasure of the Board of Directors. The committee shall consist of the Protocol Officer, who shall be a Past Commodore, and shall have three additional Senior Members as selected by the Protocol Officer. Additional Club members may be seconded, from time to time, to address specific committee needs.
6.105	The Protocol Committee shall have as its responsibility, the preservation of the traditions and heritage of yachting, not limited to, but specifically including regalia, flag etiquette and dress code. It shall be responsible for coordinating, and recommending to the Board the necessary protocol related changes in Club Regulations.

6.106	The Protocol Committee shall maintain the annual Sail Past Protocol and actively organize and manage the Annual Sail Past event.
6.107	The Board of Directors may appoint a Club Chaplain (Non-denominational) of the Club to hold office during the pleasure of the Board of Directors. The chaplain shall be accorded HONORARY MEMBER status.
6.120 6.121	NOMINATING COMMITTEE There shall be a Nominating Committee of the Club which shall consist of the following persons: <ul style="list-style-type: none"> (a) the Immediate Past Commodore who shall act as Chair; (b) two (2) additional members of the Board of Trustees, selected by the Board of Trustees; (c) two (2) Associate Members, selected by the Immediate Past Commodore; (d) Four (4) Senior Members, in good standing, whose names shall be selected by lot at the Annual Meeting and who are present and agree to serve if selected. At the Annual Meeting, four additional names shall be selected by lot from Senior Members in good standing, to serve as alternates in the event of a vacancy. In the event of a vacancy these alternates shall be named to the Nominating Committee in the order that their names were selected. In the event that still further vacancies occur, the Chairperson of the Nominating Committee may appoint one or more Senior Members, in good standing, to fill such vacancies. (e) Each member of the Nominating Committee shall have been a member of the Club for a minimum of three years before their appointment to the committee. (f) The Membership of the Nominating Committee shall be reported by the Immediate Past Commodore in writing to the Board of Directors and the Board of Trustees before December 31st for recording in the Club records. (g) No member of the Nominating Committee may be the spouse of another member of the Nominating Committee or the spouse of a member of the Board of Directors. (h) No member of the Nominating Committee or the spouse of an immediate past member of the Nominating Committee may serve on the Nominating Committee for more than two consecutive years.
6.122	Each year prior to the Annual Meeting of Members (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 Chair of the Nominating Committee shall call a first meeting of the Nominating Committee. The Nominating Committee shall meet thereafter from time to time at the call of the Chair until its duties are fulfilled in time to meet the requirements of Article 6.123.
6.123	It shall be the duty of the Nominating Committee to advise the Secretary at least thirty-five (35) days before the Annual Meeting of the names of a complete slate of eligible Club Members who have consented to seek election to the Board of Directors and their offices at the forthcoming Annual Meeting.
6.124	Notice of the Annual Meeting with a form of nomination paper shall be mailed by the Secretary to each Member entitled to vote at such meeting at least twenty-eight (28) days before the date of the meeting. Such notice shall specify: <ul style="list-style-type: none"> (a) The Number of Directors to be elected. (b) The names of those nominated for Commodore, Vice Commodore and Director by the Nominating Committee and the offices for which the Vice Commodores are nominated. (c) The date by which nomination papers must be returned to the Secretary and in no case less than fourteen (14) days before the Annual Meeting. All such nominations for Commodore, Vice Commodores and Directors must be moved and seconded by Senior Members in good standing at the time of the nomination and record the consent of the nominee to act if elected. All such nominees must be Senior Members, in good standing at the time of nomination and at the time of election.. All such nominations will be presented to the Secretary in sealed envelopes before the close of nominations.

6.125	The complete slate of nominations shall be mailed to all Members entitled to vote at least seven (7) days before the Annual Meeting.
6.126	No Member may stand for election for more than one office.
7.00	FINANCE AND AUDIT COMMITTEE
7.01	There shall be a Finance and Audit Committee appointed by the Board of Trustees which shall consist of three (3) Senior Members in good standing none of whom is the spouse of another. Those appointed to this Committee will hold office for three (3) years, or for one (1) additional year if for unrelated reasons another Member of the Committee can no longer serve out their term of three years, and one Member will be replaced annually. No Member of the Committee or their spouse shall be eligible to hold simultaneously any other elective office in the Club. The Vice Commodore Administration shall be an ex-officio Member of the Committee, who shall have no vote nor serve as Chairperson of the Committee.
7.02	The role of the Finance and Audit Committee will be to monitor the financial operation of the Club and to ensure that valid fiscal controls are in place and are maintained. All financial records of the Club shall be made available to it. It will submit a quarterly report to the Board of Directors through the Vice Commodore Administration, and shall report to the membership at both the Annual Meeting and the Spring Meeting of the membership. It may issue interim reports as necessary should the financial status of the Club warrant such action. In addition, the Finance and Audit Committee shall review its quarterly report to the Board of Directors with the Club's auditors. The Finance and Audit Committee shall have the responsibility of advising the Board of Directors to call a Special Meeting of the membership should the financial position of the Club warrant such a meeting.
7.03	The Finance and Audit Committee shall select its Chair, who must be a Member of the Committee.
8.00	BOARD OF TRUSTEES
8.01	There shall be a Board of Trustees comprised of all of the Past Commodores of the Club who are Members of the Club and who consent to serve. The Immediate Past Commodore will serve as Chair and a quorum shall consist of five (5) Members. The duties of the Board of Trustees will be: (a) To supervise the management of and repayment of the Building and Mortgage funds; (b) To appoint the Members of the Finance and Audit Committee as set out in Article 7.01.
9.00	MEETINGS
9.01	ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP
9.02	The Annual or any Special General Meeting of the Members shall be held at the headquarters of the Club or elsewhere in the City of Mississauga as the Board of Directors may determine and on such date as the Board of Directors shall appoint, provided however that the Annual Meeting shall be held not later than the month of November in each year. In addition, an Informal Meeting of the Members shall be called not later than May 1st in each year.
9.03	At every Annual Meeting, in addition to any other business that may be transacted, the agenda shall include: (a) The Commodore's Report (b) The Vice Commodores' reports on Standing Committees (c) The Finance and Audit Committee report and other Committee reports (d) The adoption of the Financial Statement and the Auditor's Report (e) The election of Directors (f) The appointment of Auditors
9.04	The Members may consider and transact any business either special or general without any notice thereof at any meeting of the Members.
9.05	A Special General Meeting may be called by the Board of Directors, the Commodore, or upon written request to the Secretary by ten percent (10%) of the Senior members in good standing. Notice of the time and place of every such meeting shall be given to each Member by sending the notice by mail, ten (10) days before the time fixed for the holding of such meeting; provided that any meetings of Members may be held at any time and place without such notice if all Members of the Club are present thereat or represented by proxy duly appointed and at such meeting any business may be transacted which the Club at an Annual or General Meeting may transact.

9.10 9.11	ERROR OR OMISSION IN NOTICE No error or omission in giving notice of an Annual Meeting or any adjourned meeting, whether Annual or General of the Members of the Club shall invalidate such meeting or make void any proceedings taken thereat and any Member may at any time waive notice of any such meeting and may ratify, approve and confirm any or all proceedings taken or had thereat. For the purpose of sending notice to any Member, Director, or Officer for any meeting or otherwise, the address of any Member, Director or Officer shall be their last address recorded in the books of the Club.
9.12	Every Member shall be required to leave a current mailing address with the Secretary. Correspondence mailed to the last address of record shall be deemed to be properly delivered as required by the Bylaws.
9.20 9.21	QUORUM A Quorum for the transaction of business at any meeting of the Club shall consist of forty-five (45) voting Members present in person. If at any meeting of the Club a quorum is not present within thirty (30) minutes after the time set forth in the notice for such meeting, the Chairperson shall adjourn the Meeting for one (1) week and the Quorum shall then be those voting Members present.
9.30 9.31	ADJOURNMENTS Any meetings of the Club or of the Board of Directors may be adjourned to any time and from time to time and such business may be transacted at such adjourned meeting as might have been transacted at the original meeting from which any such adjournment took place. No notice shall be required of any such adjournment. Such adjournment may be made notwithstanding the rules governing a quorum being present.
9.40 9.41	VOTING Subject to the provisions, if any, contained in the governing Statutes, each Senior Member of the Club shall at all meetings of Members be entitled to one vote and they may vote by proxy. A Joint Senior Membership is limited to one vote. No Member shall be entitled either in person or by proxy to vote at meetings of the Club if their account is more than sixty (60) days past due as of the date of the meeting.
10.00 10.01	ROBERT'S RULES OF ORDER Any meeting of the Club or its Board of Directors shall be conducted in accordance with Robert's Rules of Order.
11.00 11.10 11.11	FINANCIAL PROFITS AND FUNDS The Club is operated solely for pleasure, recreation or other non-profitable purposes and therefore, the income, if any, of the Club shall be used only for promoting the objects of the Club as aforesaid and no income, profits or funds accruing to the Club shall be disbursed to the Members or shall otherwise inure to the benefit of any Member of the Club.
11.20 11.21	FISCAL YEAR END The fiscal year of the Club shall end on the thirtieth (30th) day of September in each year.
11.30 11.31	APPOINTMENT OF AUDITORS There shall be appointed by resolution of the Members at the Annual Meeting a qualified auditor (or auditors) who shall examine and audit the books and accounts of the Club and report thereon to the Members. At the end of the Club's fiscal year, the auditor(s) shall prepare a statement certified to show accurately the financial position of the Club. The auditor(s) shall hold office until the next Annual Meeting. If, for any reason, the auditor(s) is/are unable to continue, the Board of Directors shall forthwith appoint a successor who shall act until the next Annual Meeting or a Special Meeting called for the purpose of appointing a successor.
12.00 12.01	MOORING POLICY Any person who owns and maintains a boat in a Club mooring or has any financial interest in such a boat must be a Member granted such privilege.
12.02	Moorings are Club property and are assigned each year to specific Members for the accommodation of specific boats. A Senior Member applying for a mooring must be a bona fide owner of the boat in the application, or a bona fide partner with a financial interest in the yacht which is at least as great as that of any other partner of the yacht. No applications from charterers of boats will be accepted except by

	<p>special discretion of the Board of Directors. No Member may moor any other boat in the space assigned to him/her without the prior consent of the Vice Commodore Harbour & Grounds. Moorings are assigned from May 1 to October 31 each year, or as determined by the Board of Directors. The following Articles apply to both wet moorings and dry sail moorings and are intended to ensure the best use of mooring facilities available for the benefit of all Members. A Joint Senior Membership is limited to one mooring. When applying for the use of a mooring, a Member agrees to be governed by these Articles.</p>
12.20 12.21	<p>APPLICATION FOR A MOORING Any Member wishing to moor their boat must submit a mooring application to the Vice Commodore Harbour & Grounds as directed by the Board of Directors each year. The Vice Commodore Harbour & Grounds will allocate specific moorings to specific boats according to the Member's priority of entitlement to a mooring and the acceptability of the boat to be moored as determined in Articles 12.40 and 12.50.</p>
12.30 12.31	<p>APPLICATION FOR A MOORING - FIRST TIME Any Member wishing to moor a boat for the first time must submit a Yacht Selection Questionnaire and an Owners' Agreement form to the Yacht Selection Committee. Approval of this questionnaire by the Yacht Selection Committee will depend on two (2) factors:</p> <p style="padding-left: 40px;">The Member's priority of entitlement to a mooring, and</p> <p style="padding-left: 40px;">The acceptability of the boat they wish to moor.</p>
12.40 12.41	<p>MEMBER'S PRIORITY OF ENTITLEMENT TO USE MOORINGS Members who held an assigned wet mooring at the end of the previous mooring season as set out in Article 12.02 have first priority to a wet mooring in the succeeding year. Members who held an assigned dry sail mooring at the end of the previous mooring season as set out in Article 12.02 have first priority to a dry sail mooring in the succeeding year. This priority for either a wet or dry mooring, as the case may be, shall extend until such time as a suitable mooring becomes available.</p>
12.42	<p>Any Member who wishes to change from a dry sail mooring to a wet mooring, or vice versa, and all other Members applying for moorings, will be credited with points according to the scale below:</p> <p>Years of Senior membership with a mooring - three (3) points per year Years of Senior membership without a mooring - two (2) points per year Years of Intermediate membership with a mooring - two (2) points per year Years of Intermediate membership without a mooring - one (1) point per year Years of Associate membership with a mooring - two (2) points per year Years of Associate membership without a mooring - one (1) point per year</p> <p>In all cases above, membership for six (6) months of a year or more will count for a full year. Membership for less than six (6) months will not count.</p> <p>Points accumulated under a joint membership shall be calculated as though the membership were a single membership. If a joint membership is dissolved, the points accumulated shall be assigned to the joint member who is designated to retain the single senior membership pursuant to article 5.14.3.</p>
12.43	<p>Where Members who have applied for a mooring each have an equal number of points, the ties shall be broken in the following order:</p> <ol style="list-style-type: none"> (1) Date of Acceptance into Senior Membership by the Board of Directors. (In the case of Joint Senior Members the said date shall be determined according to the first of the two spouses to have been so accepted.) (2) Date of receipt by the Club of Application for Senior Membership. (In the case of Joint Senior Members the said date shall be determined according to the first of the two spouses whose application was so received.) (3) By Lot.
12.44	<p>It is recognized that circumstances may exist which result in a Member being allotted a mooring before actually taking possession of the boat they wish to moor. Under these circumstances, the Member may temporarily leave the mooring empty, or, with the consent of the Vice Commodore Harbour and Grounds moor a boat that they own, other than the one covered in his application. Either of these temporary situations may exist only during the mooring season for which the original application was made.</p>

12.45	If the situation in Article 12.44 above exists until the end of a mooring season and in the succeeding year the Member has not moored the boat described in the mooring application in the assigned mooring by June 1, they shall be deemed to have relinquished their assigned mooring and a prorated refund of the mooring fee will be made as of the date that a replacement yacht has been assigned to that mooring.
12.46	No Member without the consent of the Board of Directors shall be entitled to moor or store a yacht on Club property or to launch or haul out a yacht on Club property, if their account is more than thirty (30) days past due.
12.47	If a Senior Member or Associate Member dies, and their spouse becomes a member pursuant to article 5.61, the spouse shall assume the mooring points of the deceased member. However, the right to assume the mooring points of a deceased member does not apply to the spouse of a member who has assumed the mooring points of a deceased prior spouse.
12.47.1	If an Honorary Life Member dies, and their spouse becomes a Spousal Honorary Life Member pursuant to article 5.03, the spouse shall assume the mooring points of the deceased member. However, the rights to assume the mooring points of a deceased member, does not apply to the spouse of a member who has assumed the mooring points of a deceased prior spouse.
12.48	Subject to article 12.64, a surviving spouse of a Senior Member who held an assigned mooring for a specific yacht may, after acceptance as a Senior Member, continue to be allotted that mooring for such specific yacht.
12.48.1	Subject to article 12.64, a surviving spouse of an Honorary Life Member who held an assigned mooring for a specific yacht may, upon becoming a Spousal Honorary Life Member, continue to be allotted that mooring for such specific yacht.
12.50 12.51	ACCEPTABILITY OF YACHTS TO BE MOORED All yachts shall be maintained in good condition, reflect pride of ownership and, in the opinion of the Harbour and Grounds Selection Committee, be a credit to the Club.
12.52	Moorings for other than monohulls will be allocated at the direction of the Harbour and Grounds Standing Committee.
12.60 12.61	WAITING LIST When all available moorings have been assigned in accordance with Article 12.41, a single waiting list will be created by the Yacht Selection Committee. Positions on this list will be determined in accordance with Member's priority of entitlement to use moorings and acceptability of yachts to be moored as determined in Articles 12.40 through 12.46 and 12.50 through 12.52.
12.62	When a Member holds and has paid for an assigned mooring and has filed a Yacht Questionnaire and Mooring Application for a new yacht which will not fit that mooring, the member may, on vacating that mooring, make written application to the Vice Commodore Harbour and Grounds for a pro-rated credit. The credit will be applied to the first bill for such new mooring as may become available. In this case the member will be subject to the provisions of Article 12.41, as if the yacht were moored at the end of the season. The vacated mooring will be reassigned per Article 12.63.
12.63	When a mooring becomes available for the use of Members on this waiting list, the Vice Commodore Harbour and Grounds will assign the mooring to the first boat on the list that, in their opinion, does not exceed the size and manoeuvrability requirements of the mooring.
12.64	Nothing in the Bylaws will be construed as limiting the authority of the Harbour and Grounds Standing Committee to assign moorings at any time in order to ensure the best use of mooring facilities available for the benefit of all Members.
12.65	A Member being moored from the waiting list will pay the mooring fee on a pro-rated basis, commencing with the first day of the month in which the mooring is awarded.
12.70 12.71	RELINQUISHMENT OF MOORING If any Member has been assigned a mooring for the year and wishes to relinquish it, they may apply in writing to the Vice Commodore Harbour and Grounds for a pro-rated refund of the fee paid, in which case there will be no entitlement as described in Article 12.41. A pro-rated refund will only be made when a replacement yacht has been assigned that mooring.

<p>13.00 13.01</p>	<p>AMENDMENT OF BYLAW Amendments of the bylaw may be made at an Annual or General Meeting by the affirmative vote of at least two-thirds (2/3) of the voting Members present or represented by proxy provided the proposed amendment is embodied in the notice calling the meeting at which the amendment is to be considered.</p>				
<p>13.02</p>	<p>The Board of Directors shall have the power to call special general meetings from time to time for the purpose of amending the bylaw in case it be deemed advisable to amend the same during the course of the year by giving ten (10) days notice in writing by mail.</p>				
<p>13.03</p>	<p>The notice of any meeting at which any amendments to these articles is to be considered shall state the nature of such amendment.</p>				
	<p style="text-align: center;">SCHEDULE "A" ANNUAL FEES</p> <p>As provided for in Article 5.41 Annual Fees, the Board of Directors shall establish the Annual Fees unless specified in SCHEDULE "A". Classes of membership as set out below shall pay a percentage of the Senior Annual Fee as follows:</p> <table style="margin-left: auto; margin-right: auto;"> <tr> <td style="padding-right: 40px;">Age 65 - 69</td> <td>65 %</td> </tr> <tr> <td>Age 70 and above</td> <td>50 %</td> </tr> </table> <p>Note: The Membership Age Category shall be determined by the age reached during the calendar year. In the case of a Joint Senior membership, membership age shall be determined by reference to the age of the joint member who is entitled to retain the individual senior membership pursuant to article 5.14.3.</p>	Age 65 - 69	65 %	Age 70 and above	50 %
Age 65 - 69	65 %				
Age 70 and above	50 %				