

A by-law relating generally to the conduct  
of the affairs of

**DURHAM ARCHERS**

(the “**Club**”)

**BE IT ENACTED** as a by-law of the Club as follows:

**ARTICLE I  
INTERPRETATION**

**1.1 Definitions.** In this by-law and all other by-laws and resolutions of the Club, unless the context otherwise requires:

“**Act**” means the *Canada Not-for-profit Corporations Act* S.C. 2009, c.23, including the Regulations made pursuant to the Act, and any statute or regulations that may be substituted therefor, as amended from time to time;

“**Articles**” means the original or restated articles of incorporation or articles of amendment, amalgamation, continuance, reorganization, arrangement or revival of the Club;

“**Board**” means the board of directors of the Club;

“**By-Law**” means this by-law and all other by-laws of the Club as amended and which are, from time to time, in force and effect;

“**director**” means a member of the Board;

“**meeting of Members**” includes an annual meeting of Members and a special meeting of Members;

“**Member**” means a member of the Club;

“**ordinary resolution**” means a resolution passed by a majority of the votes cast on that resolution;

“**proposal**” means a proposal submitted by a Member that meets the requirements of Section 163 (Shareholder Proposals) of the Act, as more particularly described in section 4.3 hereof;

“**Regulations**” means the regulations made under the Act, as amended, restated or in effect from time to time;

“**special meeting of Members**” means a special meeting of all Members entitled to vote at an annual meeting of Members; and

“**Special Resolution**” means a resolution passed by a majority of not less than two-thirds (2/3) of the votes cast on that resolution.

**1.2 Interpretation.** In the interpretation of this By-Law, unless the context otherwise requires, the following rules shall apply:

- (a) except where specifically defined in this By-Law, words, terms and expressions appearing in this By-Law shall have the meaning ascribed to them under the Act;
- (b) words importing the singular number only shall include the plural and vice versa;
- (c) the word “person” shall mean an individual, body corporate, a partnership, a trust, a joint venture or an unincorporated association or organization;
- (d) the headings used in the By-Law are inserted for reference purposes only and are not to be considered or taken into account in construing the terms or provisions of the By-Law or to be deemed in any way to clarify, modify or explain the effect of any such terms or provisions; and
- (e) except where specifically stated otherwise, references to actions being taken “in writing” or similar terms shall include electronic communication and references to “address” or similar terms shall include e-mail address. It is the intent of the Club to use electronic communication whenever possible.

## **ARTICLE II GENERAL**

**2.1 Registered Office.** The registered office of the Club shall be situated in the Region of Durham, Ontario or as otherwise set by the Board.

**2.2 Corporate Seal.** The Club may, but need not, have a corporate seal. If adopted, the seal shall be in the form approved from time to time by the Board and the Secretary of the Club shall be the custodian of the corporate seal.

**2.3 Fiscal Year.** The fiscal year of the Club shall end on the 31<sup>st</sup> day of December of each year or as otherwise set by the Board.

**2.4 Execution of Documents.** Deeds, transfers, assignments, contracts, obligations and other documents and instruments (“**Documents**”) in writing requiring execution by the Club, other than cheques, may be signed by the President and any two (2) directors. Cheques requiring execution by the Club may be signed by the President and the Treasurer. The Board may also from time to time direct the manner in which and the person or persons by whom Documents generally and/or a particular Document or type of Document shall be executed. Any person authorized to sign any Document may affix the corporate seal to the Document.

**2.5 Banking.** The banking business of the Club shall be transacted at such bank, trust company or other firm or Club carrying on a banking business in Canada or elsewhere as the Board may designate, appoint or authorize from time to time by resolution. The banking

business or any part of it shall be transacted by an officer or officers of the Club and/or other persons as the Board may by resolution from time to time designate, direct or authorize. If the Club requires that monies or a line of credit be obtained from a financial institution, a Special Resolution of the Members shall be required.

**2.6 Invalidity of any Provisions of this By-Law.** The invalidity or unenforceability of any provision of this By-Law shall not affect the validity or enforceability of the remaining provisions of this By-Law.

### **ARTICLE III MEMBERS**

**3.1 Entitlement.** Membership in the Club shall be available only to persons interested in furthering the Club's purposes and who have applied for and been accepted into membership in the Club by resolution of the Board or in such other manner as may be determined by the Board. All new applicants for Membership shall, prior to their approval as Members by the Board, be given a tour of the Club's facilities by a Member duly designated by the Board. This tour shall include any and all safety requirements established by the Club. At the conclusion of the tour, the applicant must sign off a document in which he/she acknowledges having read and understood the safety regulations and rules of the Club. This document must be witnessed by the Member giving the tour. The applicant will not be entitled to conduct archery on the Club's property until this process has been completed and his/her application has been accepted by the Board.

**3.2 Membership Conditions.** Subject to the Articles, there shall be one class of Members in the Club. Membership is open to:

- (a) an individual who:
  - i. is interested in archery;
  - ii. is willing to commit to perform a certain number of hours of volunteer work per year or to pay the commensurate sum in lieu of hours worked set by the Board;
  - iii. will pay an annual membership fee to use the facilities of the Club; or
- (b) a family of individuals who:
  - i. are interested in archery;
  - ii. are willing to commit to perform a certain number of hours of volunteer work per year or to pay the commensurate sum in lieu of hours worked; and
  - iii. will pay an annual membership fee in order to enable each member of the family to use the facilities of the Club. The family as a whole will be the

Member. One representative of the Member can cast the Member's one (1) vote at any meeting of Members.

**3.3 Membership Rights.** Each Member shall be entitled to receive notice of, attend, and vote at each meeting of Members; each Member shall have one (1) vote. All Members shall be issued an ID tag. This tag must be prominently displayed at all times when on the Club's property. All Members will also be provided with a combination lock number that will allow them access to the Club's property and buildings.

**3.4 Membership Rules.** Each Member shall abide by the following rules, and a breach of any rule may, at the sole discretion of the Board, result in a cancellation of the relevant Member's Membership:

- (a) the combination lock number must be kept confidential;
- (b) there shall be a maximum of two (2) shots at a 3D target;
- (c) Members shall be responsible for the cleanliness of Club property;
- (d) all dogs shall be leashed when on Club property and dog owners shall be responsible for dog droppings;
- (e) during work parties, Members may bring their own tools and equipment;
- (f) safety must be paramount while on Club property;
- (g) while at the butt range, no one shall nock or shoot an arrow until everyone is on or behind the shooting line;
- (h) on the courses, arrows are to be carried in quivers until at the shooting position;
- (i) there shall be no SKY DRAWING when drawing the bow. SKY DRAWING is defined as when an archer draws his/her bow in a skyward direction, resulting in a possible dangerous discharge of the arrow;
- (j) the north and south gates of the Club's property shall be locked every time when entering or exiting the property. The last Member leaving the Club shall ensure that all buildings and the Club's gates are locked;
- (k) broadheads shall not be shot in to any targets owned by the Club. A Member shall only shoot broadheads at the butt range in to a target brought by him/her for that purpose;
- (l) when shooting the outdoor courses, a Member must always start at Target One, following the course as laid out. A Member shall never shoot the courses in a reverse order;

- (m) no Member shall shoot across the pond. An exception to this rule may be a novelty shoot during a tournament;
- (n) parents/guardians shall be solely responsible for the safety of their children while on Club property;
- (o) all guests shall be accompanied at all times by a Member. The guest, before conducting any archery, shall pay a fee as fixed by the Board. The guest shall sign a waiver provided by the Club;
- (p) the pond shall be open to fishing only when in compliance with Ontario fishing regulations, as set by the Ontario Ministry of Natural Resources. All fishing will be conducted only with barbless hooks. Catch and release shall be conducted;
- (q) there shall be no hunting on the Club's property;
- (r) any and all equipment owned by the Club has been purchased for the exclusive use of Members and the Club. This equipment shall not be loaned to any third-party;
- (s) crossbows shall be allowed as long as they do not exceed 350 feet per second velocity;
- (t) crossbows shall be un-cocked unless at the shooting line;
- (u) Members are encouraged to use a lubricant on arrows shot at 3D targets;
- (v) barbeques are provided for use by Members. Cleanliness is the responsibility of the relevant Member;
- (w) any Member may approach any other Member to question unsafe practices and/or to ask for proof of Membership;
- (x) it shall be the responsibility of every Member to refer to the Club's website ([www.durhamarchers.com](http://www.durhamarchers.com)) for all information as it relates to the Club. This will include, but not be limited to, meeting dates and work party dates;
- (y) any and all enquiries by a Member shall be directed to a director;
- (z) adult supervision is always required when the outdoor fire pit is in use;
- (aa) a sign shall be displayed when course or butt range maintenance is taking place. The course or range shall be considered closed until the Member doing the maintenance removes the sign or indicates that he/she has completed the maintenance; and

- (bb) lessons or teaching by a Member where a fee is being received shall not be allowed on Club property.

**3.5 Transferability of Membership.** A membership may only be transferred to the Club.

**3.6 Termination of Membership.** The rights of a Member lapse and cease to exist when the membership terminates for any of the following reasons:

- (a) if the Member is an individual (and not a family) and the Member dies;
- (b) the Member resigns;
- (c) the Member's membership is terminated in accordance with Section 3.8 below;
- (d) the Member's term of membership expires; or
- (e) the Club is liquidated or dissolved pursuant to the Act.

Subject to the Articles, upon any termination of membership, the rights of the Member, including any rights in the property of the Club, automatically cease to exist. No membership due will be returned to a previous Member upon termination of such Member's membership.

**3.7 Resignation.** Any Member may resign as a Member by delivering a written resignation to the President, in which case such resignation shall be effective from the date specified in the resignation.

**3.8 Discipline of Members.** The Board shall have the authority to suspend or expel any member of the Club for any one or more of the following grounds:

- (a) violating any provision of the Articles, By-Law, or written policies of the Club;
- (b) carrying out any conduct which may be detrimental to the Club as determined by the Board in its sole discretion;
- (c) for any other reason that the Board, the Members, or the committee, in its sole and absolute discretion considers to be reasonable, having regard to the purpose of the Club.

In the event that the Board determines that a Member should be expelled or suspended from membership in the Club, the President shall provide twenty (20) days' notice of suspension or expulsion to the Member and shall provide reasons for the proposed suspension or expulsion. The Member may make written submissions to the Board in response to the notice received within such twenty (20) day period. In the event that no written submissions are received by the Board, the President may proceed to notify the Member that the Member is suspended or expelled from membership in the Club. If written submissions are received in accordance with this Section, the Board will consider such submissions in arriving at a final decision and shall notify the Member concerning such final decision within a further twenty (20) days from the date

of receipt of the submissions. The Board's decision shall be final and binding on the Member, without any further right of appeal.

**3.9 Membership Dues.** The Board will set the annual dues that must be paid by the Members. The dues will be effective on January 1<sup>st</sup> of the relevant calendar year. A membership year will be from January 1<sup>st</sup> to December 31<sup>st</sup>. In the event of an application for membership on or following September 1<sup>st</sup> in the relevant calendar year, the annual dues will be prorated at 50% for such member. Members shall be notified in writing of the membership contribution or dues at any time payable by them and, if any are not paid within one (1) calendar month of the membership renewal date, as the case may be, the Members in default shall automatically cease to be Members of the Club.

#### **ARTICLE IV MEETINGS OF MEMBERS**

**4.1 Place of Meetings.** Meetings of the Members may be held at any place within Canada determined by the Board or, if all of the Members entitled to vote at such meeting so agree, outside Canada.

**4.2 Annual Meetings.** The Board shall call an annual meeting no later than eighteen months (18) months after the Club came into existence and subsequently, not later than fifteen (15) months after the last preceding annual meeting but not later than six (6) months after the end of the Club's preceding financial year.

The Board shall call an annual meeting of Members for the purpose of:

- (a) considering the financial statements and reports of the Club required by the Act to be presented at the meeting;
- (b) electing directors;
- (c) appointing a public accountant, if required under Part 12 of the Act; and
- (d) transacting such other business as may properly be brought before the meeting or is required under the Act.

Any other matters of business shall constitute special business and a special meeting will need to be held.

**4.3 Proposals at Annual Meeting.** A Member entitled to vote at an annual meeting may submit to the Club notice of any matter that the Member proposes to raise at the annual meeting (a "**Proposal**"). Any such Proposal may include nominations for the election of directors if the Proposal is signed by not less than 5% of Members entitled to vote at the meeting at which the Proposal is to be presented. The Club shall include the Proposal in the notice of meeting and if so requested by the Member, shall also include a statement by the Member in support of the Proposal and the name and address of the Member. The Member who submitted the Proposal shall pay the cost of including the Proposal and any statement in the notice of meeting at which

the Proposal is to be presented unless otherwise provided by ordinary resolution of the Members present at the meeting.

**4.4 Special Meetings.** The Board may at any time call a special meeting of Members for the transaction of any business which may properly be brought before the Members. The Board shall call a special meeting of Members on written requisition of Members carrying not less than five per cent (5%) of the voting rights. If the Board does not call a meeting within twenty-one (21) days of receiving the requisition, any Member who signed the requisition may call the meeting.

**4.5 Notice of Meetings.** Notice of the time and place of a meeting of Members shall be sent to the following:

- (a) to each Member entitled to vote at the meeting (which may be determined in accordance with any record date fixed by the Board or failing which, in accordance with the Act);
- (b) to each director; and
- (c) to the public accountant of the Club.

A notice shall be provided at least twenty-one (21) days prior to the meeting. A notice shall be provided in accordance with the requirements of Article XII of this By-Law and shall, subject to the Act, include any Proposal submitted to the Club under Section 4.3. Notice of a meeting of Members at which special business is to be transacted shall state the nature of that business in sufficient detail to permit the Member to form a reasoned judgment on the business and provide the text of any Special Resolution or By-Law to be submitted to the meeting.

**4.6 Waiving Notice.** A person entitled to notice of a meeting of Members may in any manner and at any time waive notice of a meeting of Members, and attendance of any such person at a meeting of Members is a waiver of notice of the meeting, except where such person attends a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called.

**4.7 Persons Entitled to be Present.** The only persons entitled to be present at a meeting of Members shall be those entitled to vote at the meeting, the directors and the public accountant of the Club. Any other person may be admitted only on the invitation of the chair of the meeting or with the consent of the meeting.

**4.8 Chair of the Meeting.** In the event that the President and the Vice-President are absent, the Members who are present and entitled to vote at the meeting shall choose one of the officers of the Club to chair the meeting.

**4.9 Quorum.** A quorum at any meeting of the Members (unless a greater number of Members are required to be present by the Act) shall be fifteen (15) percent of the Members. A quorum must be throughout the meeting for votes to be held. For the purpose of determining quorum, a member may be present in person, or, if authorized under Section 4.10, by telephonic and/or other electronic means.



**4.10 Participation at Meetings by Telephone or Electronic Means.** Attendance at a meeting of the Members may only be done in person or by proxy; no Member may attend a meeting of Members by telephonic, electronic, or other communications means.

**4.11 Adjournment.** The chair of the meeting may, with the consent of the meeting, adjourn the same from time to time to a fixed time and place and no notice of such adjournment need be given to the Members provided the adjourned meeting takes place within thirty-one (31) days of the original meeting. Any business may be brought before or dealt with at any adjourned meeting which might have been brought before or dealt with at the original meeting in accordance with the notice calling the same.

**4.12 Absentee Voting.** In addition to voting in person, every Member entitled to vote at a meeting of Members may vote by any of the following means:

- (a) by appointing a proxyholder or one or more alternate proxyholders who need not be Members, as the Member's nominee to attend and act at the meeting in the manner and to the extent and with the authority conferred by the proxy, subject to the following requirements:
  - (i) a proxy is valid only at the meeting in respect of which it is given or at a continuation of that meeting after an adjournment and only if deposited with the Secretary before the meeting in question;
  - (ii) a Member may revoke a proxy by depositing an instrument or act in writing executed by the Member in accordance with the process set by the Board from time to time;
  - (iii) the form of a proxy shall be provided by the Club and if a form of proxy is otherwise created it shall comply with the Act;
  - (iv) a proxyholder or an alternate proxyholder has the same rights as the Member by whom they were appointed, including the right to speak at a meeting of Members in respect of any matter, to vote by way of ballot at the meeting, to demand a ballot at the meeting and, except where a proxyholder or an alternate proxyholder has conflicting instructions from more than one Member, to vote at the meeting by way of a show of hands;
  - (v) a proxy must be deposited with the Secretary at least seven (7) days prior to the date of the meeting in order to be valid; and
  - (vi) a proxyholder may be a proxyholder for up to five (5) Members.

The procedure for collecting, counting, and reporting the results of any vote will be determined by policy of the Board.

**4.13 Votes to Govern.** Other than as otherwise required by the Act or this By-law, all questions proposed for consideration of the Members shall be determined by ordinary resolution of the Members. In case of an equality of votes, the chair of the meeting shall have a second or

casting vote. A Member must be in good standing in order to cast his/her/its vote at a meeting of Members. To be in good standing, a Member must have paid in full the applicable membership dues.

**4.14 Show of Hands.** Except where a ballot is demanded, voting on any question proposed for consideration at a meeting of Members shall be by show of hands, and a declaration by the chair of the meeting as to whether or not the question or motion has been carried and an entry to that effect in the minutes of the meeting shall, in the absence of evidence to the contrary, be evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the motion.

**4.15 Ballots.** For any question proposed for consideration at a meeting of Members, either before or after a vote by show of hands has been taken, the chair of the meeting, or any Member or proxyholder may demand a ballot, in which case the ballot shall be taken in such manner as the chair of the meeting directs and the decision of the Members on the question shall be determined by the result of such ballot.

**4.16 Resolution in Lieu of Meeting.** A resolution in writing signed by all the Members entitled to vote on that resolution at a meeting of Members is as valid as if it had been passed at a meeting of the Members. A copy of every resolution referred to above shall be kept with the minutes of meetings of Members.

**4.17 Annual Financial Statements.** The Club may, instead of sending copies of the annual financial statements and other documents referred to in subsection 172(1) (Annual Financial Statements) of the Act to the Members, publish a notice to its Members stating that the annual financial statements and documents provided in subsection 172(1) are available at the registered office of the Club and any Member may, on request, obtain a copy free of charge at the registered office or by prepaid mail.

## **ARTICLE V DIRECTORS**

**5.1 Powers.** The Board shall manage or supervise the management of the activities and affairs of the Club.

**5.2 Number.** Since the Articles specify a minimum and a maximum number of directors, the Board shall be composed of the fixed number of directors as determined from time to time by the Members by ordinary resolution or, if the ordinary resolution empowers the directors to determine the number, by resolution of the Board. No decrease in the number of directors shall shorten the term of an incumbent director.

**5.3 Qualifications.** The following persons are disqualified from being a director of the Club:

- (a) anyone who is less than 18 years of age;
- (b) anyone who has been declared incapable by a court in Canada or in another country;

- (c) anyone who is not an individual;
- (d) anyone who has the status of bankrupt; and
- (e) anyone who has not been a Member in good standing of the Club for at least the past two (2) consecutive years.

A director must be a Member and will have his/her membership dues waived during his/her term as a director.

**5.4 Election and Term.** The Members shall elect by ordinary resolution, at the first meeting of Members and at each annual meeting at which an election of directors is required, directors to hold office for a three (3) year term. There shall be no limit on the number of terms that a director may hold. Not all directors elected at a meeting of Members need to hold office for the same term. A director not elected for an expressly stated term ceases to hold office at the close of the first annual meeting of Members following his/her election, but, if qualified, is eligible for re-election.

As set out in the Articles, the directors may appoint additional directors to hold office until the next annual meeting of Members, but no more than one-third of the total number of directors appointed by the Members at the previous meeting may be appointed.

**5.5 Consent.** A director who is elected or appointed must consent to hold office as a director:

- (a) if present at the meeting at which the election or appointment takes place, by not refusing to hold office,
- (b) if not present at the meeting at which the election or appointment takes place, by either:
  - (i) consenting to hold office in writing before the election or appointment takes place or within ten (10) days; or
  - (ii) by acting as a director after such person's election or appointment.

**5.6 Vacation of Office.** A director ceases to hold office when the director dies, resigns, is removed from office by the Members, or becomes disqualified to serve as director.

**5.7 Resignation.** A director may resign from office by giving a written resignation to the Club and such resignation becomes effective when received by the Club or at the time specified in the resignation, whichever is later. A director will be deemed to have resigned if:

- (a) he/she misses more than three consecutive meetings of the Board without advising the President of such absence in advance; or

- (b) he/she is found by the Board, a court of law, or otherwise, to have violated any provision of applicable law, the Articles, the By-Law, or the written policies, codes, or rules of the Club.

**5.8 Removal.** The Members may, by ordinary resolution passed at a special meeting of Members, remove any director from office before the expiration of the director's term and may elect a qualified individual to fill the resulting vacancy for the remainder of the term of the director so removed, failing which such vacancy may be filled by the Board.

**5.9 Vacancies.** Subject to Section 5.8, a vacancy on the Board may be filled for the remainder of the term by a qualified individual by ordinary resolution of the directors.

- (a) Notwithstanding the above, if there is not a quorum of directors or if a vacancy results from either (a) an increase in the number or change to the minimum or maximum number of directors provided in the Articles or (b) a failure to elect the number or minimum number of directors provided in the Articles, the directors then in office shall call a special meeting of Members to fill the vacancy and, if they fail to call a meeting or if there are no directors then in office, the meeting may be called by any Member.

**5.10 Remuneration and Expenses.** The directors shall serve as such without remuneration. Any director, officer or employee of the Club may receive reimbursement for their expenses incurred on behalf of the Club in their respective capacities as a director, officer or employee. In addition, a director or officer may receive reasonable remuneration and expenses for any services to the Club that are performed in a capacity other than as a director or officer.

**5.11 Borrowing Powers.** The Board of the Club may, without authorization of the Members:

- (a) borrow money on the credit of the Club;
- (b) issue, reissue, sell, pledge or hypothecate debt obligations of the Club;
- (c) give a guarantee on behalf of the Club;
- (d) mortgage, hypothecate, pledge or otherwise create a security interest in all or any property of the Club, owned or subsequently acquired, to secure any debt obligation of the Club;
- (e) authorize expenditures on behalf of the Club and delegate, by resolution, to an officer or officers of the Club, such authority to such maximum amounts as determined by the Board,
- (f) employ and pay salaries to employees on behalf of the Club and delegate, by resolution, to an officer or officers of the Club such authority; and
- (g) for the purpose of furthering the mission of the Club, acquire, accept, solicit, or receive legacies, gifts, grants, settlements, bequests, endowments, and donations of any kind whatsoever on behalf of the Club.

## **ARTICLE VI COMMITTEES**

**6.1 Executive Committee.** The Board may appoint from their number a committee of directors (which may be referred to as an executive committee) and delegate to the committee any of the powers of the Board except those which may not be delegated by the Board pursuant to subsection 138(2) of the Act. Unless otherwise determined by the Board, such a committee shall have the power to fix its quorum at not less than a majority of its members, to elect its chair, and to otherwise regulate its procedures.

**6.2 Other Committees.** The Board may from time to time appoint any committee or other advisory body, as it deems necessary or appropriate for such purposes and, subject to the Act, with such powers as the Board shall see fit. Any such committee may formulate its own rules of procedure, subject to such regulations or directions as the Board may from time to time make. Any committee member may be removed by resolution of the Board. The Board may fix any remuneration for committee members who are not also directors of the Club. A committee that has one or more non-directors as its members may not be delegated any powers of the Board and may only act in an advisory capacity.

## **ARTICLE VII MEETINGS OF DIRECTORS**

**7.1 Place of Meetings.** Meetings of the Board may be held at the registered office of the Club or at any other place within or outside of Canada as the Board may determine.

**7.2 Calling of Meetings.** Meetings of the Board may be called by the President, the Vice-President, or any two (2) directors at any time; provided that for the first organization meeting following incorporation, such meeting may be called by any director or incorporator.

**7.3 Notice of Meeting.** Notice of the time and place for the holding of a meeting of the Board shall be given in the manner provided in Article XII of this By-Law to every director of the Club not less than seven (7) days before the time when the meeting is to be held. Notice of a meeting shall not be necessary if all of the directors are present, and none objects to the holding of the meeting, or if those absent have waived notice of or have otherwise signified their consent to the holding of such meeting. Notice of an adjourned meeting is not required if the time and place of the adjourned meeting is announced at the original meeting. A notice of meeting need not specify the purpose or the business to be transacted at the meeting.

**7.4 First Meeting of New Board.** Provided that a quorum of directors is present, a newly-elected Board may, without notice, hold its first meeting immediately following the meeting of Members at which such Board is elected.

**7.5 Regular Meetings.** The Board may appoint a day or days in any month or months for regular meetings of the Board at a place and hour to be named. A copy of any resolution of the Board fixing the place and time of such regular meetings of the Board shall be sent to each director immediately after being passed, but no other notice shall be required for any such regular meeting except if Section 136(3) (Notice of Meeting) of the Act requires the purpose thereof or the business to be transacted to be specified in the notice.

**7.6 Quorum.** Three (3) directors shall constitute a quorum at any meeting of the Board. For the purpose of determining quorum, a director may be present in person, or, if authorized under Section 7.8, by teleconference and/or by other electronic means. A quorum must be maintained throughout the meeting.

**7.7 Resolutions in Writing.** A resolution in writing, signed by all the directors entitled to vote on that resolution at a meeting of directors or of a committee of directors, shall be as valid as if it had been passed at a meeting of directors or committee of directors. A copy of every such resolution in writing shall be kept with the minutes of the proceedings of the directors or committee of directors.

**7.8 Participation at Meeting by Telephone or Electronic Means.** A director may, if all directors are in agreement and have provided their consent, participate in a meeting of directors or of a committee of directors using telephonic, electronic or another communication facility that permits all participants to communicate adequately with each other during the meeting. A director participating in the meeting by such means shall be deemed for the purposes of the Act to have been present at that meeting.

**7.9 Chair of the Meeting.** In the event that the President and the Vice-President are absent, the directors who are present shall choose one of their number to chair the meeting.

**7.10 Votes to Govern.** At all meetings of the Board, every question shall be decided by a majority of the votes cast on the question. Each director shall have one vote. In case of an equality of votes, the chair of the meeting shall have a second or casting vote. Directors may not appoint proxies to attend meetings in their stead.

## **ARTICLE VIII OFFICERS**

**8.1 Appointment.** The directors shall appoint officers as required, including a President, two Vice-Presidents, a Secretary, and a Treasurer, and may appoint other officers on an annual or more frequent basis. The Board shall have the authority to delegate to such officers the power to manage the affairs of the Club. Two or more offices may be held by the same person.

**8.2 Term.** A term of office of an officer shall be two (2) years. The Vice-Presidents shall be elected on a rolling basis so that at no time shall both Vice-Presidents be eligible for retirement. An officer must be a director.

## **ARTICLE IX DESCRIPTION OF OFFICES**

**9.1 Description of Offices.** Unless otherwise specified by the Board, the officers of the Club shall have the following duties and powers associated with their positions:

- (a) President of the Board – The President of the Board shall be a director. The President, if any, shall, when present, preside at all meetings of the Board and of

the Members. The President shall have such other duties and powers as the Board may specify.

- (b) Vice-President of the Board – The Vice-Presidents of the Board shall be directors. If the President is absent or is unable or refuses to act, a Vice-President shall, when present, preside at all meetings of the Board and of the Members and shall have such others duties and powers as the Board may specify.
- (c) Secretary - If appointed, the Secretary shall attend and be the secretary of all meetings of the Board, Members and committees of the Board. The Secretary shall enter or cause to be entered in the Club’s minute book, minutes of all proceedings at such meetings; the Secretary shall give, or cause to be given, as and when instructed, notices to Members, directors, the public accountant and Members of committees; the Secretary shall be the custodian of all books, papers, records, documents and other instruments belonging to the Club.
- (d) Treasurer - If appointed, the Treasurer shall have such powers and duties as the Board may specify.

The powers and duties of all other officers of the Club shall be such as the terms of their engagement call for or the Board requires of them. The Board may from time to time and subject to the Act, vary, add to or limit the powers and duties of any officer.

**9.2 Vacancy in Office.** In the absence of a written agreement to the contrary, the Board may remove, whether for cause or without cause, any officer of the Club. Unless so removed, an officer shall hold office until the earlier of:

- (a) the officer’s successor being appointed;
- (b) the officer’s resignation;
- (c) such officer ceasing to be a director (if a necessary qualification of appointment);  
or
- (d) such officer’s death.

If the office of any officer of the Club shall be or become vacant, the directors may, by resolution, appoint a person to fill such vacancy.

**9.3 Remuneration of Officers.** The remuneration of all officers appointed by the Board shall be determined in accordance with Section 5.10.

## **ARTICLE X CONFLICT OF INTEREST**

**10.1 Conflict of Interest.**

- (a) Any director or officer of the Club who:

- (i) is a party to a material contract or material transaction or proposed material contract or material transaction with the Club, or
- (ii) is a director or officer of or has a material interest in any body corporate or business firm who is a party to a material contract or material transaction or proposed material contract or material transaction with the Club,

shall disclose in writing at the directors' meeting or have entered in the minutes, the nature and extent of such director or officer's interest in such actual or proposed material contract or material transaction with the Club.

- (b) The disclosure required by (a) above, shall be made, in the case of a director:
  - (i) at the directors' meeting at which a proposed contract or proposed transaction is first considered;
  - (ii) if the director was not then interested in a proposed contract or proposed transaction, at the first directors' meeting after such director becomes so interested;
  - (iii) if the director becomes interested after a contract or transaction is made, at the first directors' meeting held after the director becomes so interested; or
  - (iv) if an individual who is interested in a contract or transaction later becomes a director, at the first directors' meeting held after the individual becomes a director.
- (c) The disclosure required by (a) above, shall be made, in the case of an officer who is not a director:
  - (i) immediately after the officer becomes aware that the contract, transaction, proposed contract, or proposed transaction is to be considered or has been considered at a directors' meeting;
  - (ii) if the officer becomes interested after a contract or transaction is made, immediately after the officer becomes so interested; or
  - (iii) if an individual who is interested in a contract or transaction later becomes an officer, immediately after the individual becomes an officer.
- (d) If a material contract or material transaction, whether entered into or proposed, is one that, in the ordinary course of carrying on the Club's activities, would not require approval by the directors or Members, a director or an officer shall, immediately after they become aware of the contract or transaction, disclose in writing to the Club or request to have entered in the minutes of meetings of directors or of committees of directors, the nature and extent of their interest.



- (e) A director required to make a disclosure under Section 10.1(a)(i) above shall not vote on any resolution to approve the contract or transaction unless the contract or transaction
  - (i) relates primarily to the director's remuneration as a director, an officer, an employee, or an agent of the Club or an affiliate;
  - (ii) is for indemnity or insurance under Section 151 of the Act; or
  - (iii) is with an affiliate.
  
- (f) For the purposes of this Section 10.1, a general written notice to the directors declaring that a director or officer is to be regarded as interested, for any of the following reasons, in a contract or transaction made with a party, is a sufficient declaration of interest in relation to the contract or transaction:
  - (i) the director or officer is a director or an officer, or acting in a similar capacity, of a party referred to in Section 10.1(a)(ii);
  - (ii) the director or officer has a material interest in the party; or
  - (iii) there has been a material change in the nature of the director's or the officer's interest in the party.
  
- (g) A contract or transaction for which disclosure is required is not invalid, and the director or officer is not accountable to the Club or its Members for any profit realized from the contract or transaction, because of the director's or officer's interest in the contract or transaction or because the director was present or was counted to determine whether a quorum existed at the meeting of directors or of the committee of directors that considered the contract or transaction if:
  - (i) disclosure of the interest was made in accordance with this Section;
  - (ii) the directors approved the contract or transaction; and
  - (iii) the contract or transaction was reasonable and fair to the Club when it was approved.
  
- (h) Even if the conditions under Section 10.1(g) above are not met, a director or an officer, acting honestly and in good faith, is not accountable to the Club or to its Members for any profit realized from a contract or transaction for which disclosure is required, and the contract or transaction is not invalid by reason only of the interest of the director or officer in the contract or transaction, if:
  - (i) the contract or transaction is approved or confirmed by Special Resolution at a meeting of the Members;

- (ii) disclosure of the interest was made to the Members in a manner sufficient to indicate its nature and extent before the contract or transaction was approved or confirmed by the Members; and
  - (iii) the contract or transaction was reasonable and fair to the Club when it was approved or confirmed by the Members.
- (i) A contract is not void by reason only of the failure of a director or officer to comply with the provisions of this Section 10.1 but a court may upon the application of the Club or a Member, set aside or annul the contract or transaction on any terms that it thinks fit, require the director or officer to account to the Club for any profit or gain realized on the contract or transaction, or make any other order that the court thinks fit.

## **ARTICLE XI PROTECTION OF DIRECTORS, OFFICERS AND OTHERS**

**11.1 Standard of Care.** Every director and officer of the Club, in exercising such person's powers and discharging such person's duties, shall act honestly and in good faith with a view to the best interests of the Club and shall exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances. Every director and officer of the Club shall comply with the Act, the regulations, Articles, and By-Law.

**11.2 Limitation of Liability.** Provided that the standard of care required of the director or officer under the Act and the By-Law has been satisfied, no director or officer shall be liable for the acts, receipts, neglects or defaults of any other director or officer or employee, or for joining in any receipt or other act for conformity, or for any loss, damage or expense happening to the Club through the insufficiency or deficiency of title to any property acquired for or on behalf of the Club, or for the insufficiency or deficiency of any security in or upon which any of the money of the Club shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or tortious acts of any person with whom any of the money, securities or effects of the Club shall be deposited, or for any loss occasioned by any error of judgment or oversight on the director or officer's part, or for any other loss, damage or misfortune which shall happen in the execution of such person's duties of office, unless the same are occasioned by the director or officer's own wilful neglect or default or otherwise result from the director or officer's failure to act in accordance with the Act or the regulations.

**11.3 Indemnification of Directors and Officers.** The Club shall indemnify a director, an officer of the Club, a former director or officer of the Club, or another individual who acts or acted at the Club's request as a director or officer or in a similar capacity of another entity, against all costs, charges and expenses, including an amount paid to settle an action or satisfy a judgment, reasonably incurred by such person in respect of any civil, criminal, administrative, or investigative action or other proceeding in which the individual is involved because of that association with the Club or other entity if:

- (a) the person acted honestly and in good faith with a view to the best interests of the Club or, as the case may be, to the best interests of the other entity for which the

individual acted as director or officer or in a similar capacity at the Club's request; and

- (b) in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, the person had reasonable grounds for believing that the conduct was lawful.

The Club may indemnify such person in all such other matters, actions, proceedings and circumstances as may be permitted by the Act or the law. Nothing in this By-Law shall limit the right of any person entitled to indemnity to claim indemnity apart from the provisions of this By-Law.

**11.4 Insurance.** Subject to the Act, the Club may purchase and maintain insurance for the benefit of any person entitled to be indemnified by the Club pursuant to Section 11.3 against any liability incurred by the individual in the individual's capacity as a director or an officer of the Club; or in the individual's capacity as a director or officer, or in a similar capacity, of another entity, if the individual acts or acted in that capacity at the Club's request.

**11.5 Advances.** With respect to the defence by a director or officer or other individual of any claims, actions, suits or proceedings, whether civil or criminal, for which the Club is liable to indemnify a director or officer pursuant to the terms of the Act, the Board may authorize the Club to advance to the director or officer or other individual such funds as may be reasonably necessary for the defence of such claims, actions, suits or proceedings upon written notice by the director or officer to the Club disclosing the particulars of such claims, actions, suits or proceedings and requesting such advance. The director or officer shall repay the money advanced if the director or officer does not fulfill the conditions of Section 151(3) of the Act.

## **ARTICLE XII NOTICES**

**12.1 Method of Giving Notices.** Any notice (which term includes any communication or document) to be given to a Member, director, officer, member of a committee of the Board, or the public accountant shall be sufficiently given if given by mail, courier or personal delivery, or by an electronic, telephonic, or other communication facility.

A Special Resolution of the Members is required to make any amendment to the By-Law of the Club to change the manner of giving notice to Members entitled to vote at a meeting of Members.

A notice so delivered shall be deemed to have been given when it is delivered personally or to the recorded address as aforesaid; a notice so mailed shall be deemed to have been given when deposited in a post office or public letter box; and a notice so sent by any means of electronic or similar communication shall be deemed to have been given when delivered to the appropriate electronic server or equivalent facility. The Secretary may change or cause to be changed the recorded address of any Member, director, officer, public accountant or member of a committee of the Board in accordance with any information believed by the Secretary to be reliable. The declaration by the Secretary that notice has been given pursuant to this By-Law shall be sufficient and conclusive evidence of the giving of such notice. The signature of any director or

officer of the Club to any notice or other document to be given by the Club may be written, stamped, type-written or printed or partly written, stamped, type-written or printed.

**12.2 Omissions and Errors.** The accidental omission to give any notice to any Member, director, officer, member of a committee of the Board or public accountant, or the non-receipt of any notice by any such person where the Club has provided notice in accordance with the By-Law, or any error in any notice not affecting its substance, shall not invalidate any action taken at any meeting to which the notice pertained or otherwise founded on such notice.

**12.3 Waiver of Notice.** Any person entitled to notice may waive or abridge the time for any notice required to be given to such person, and such waiver or abridgement, whether given before or after the meeting or other event of which notice is required to be given shall cure any default in the giving or in the time of such notice, as the case may be. Any such waiver or abridgement shall be in writing.

### **ARTICLE XIII DISPUTE RESOLUTION**

**13.1 Mediation and Arbitration.** Disputes or controversies among Members, directors, or officers of the Club are as much as possible to be resolved in accordance with mediation and/or arbitration as provided in Section 13.2.

**13.2 Dispute Resolution Mechanism.** In the event that a dispute or controversy among Members, directors, or officers of the Club arising out of or related to the Articles or By-Law, or out of any aspect of the operations of the Club, is not resolved in private meetings between the parties then without prejudice to or in any other way derogating from the rights of the Members, directors, or officers of the Club as set out in the Articles, By-Law or the Act, and as an alternative to such person instituting a law suit or legal action, such dispute or controversy shall be settled by a process of dispute resolution as follows:

- (a) The dispute or controversy shall first be submitted to a panel of mediators whereby the one party appoints one mediator, the other party appoints one mediator, and the two mediators so appointed jointly appoint a third mediator. The three mediators will then meet with the parties in question in an attempt to mediate a resolution between the parties.
- (b) The number of mediators may be reduced from three to one or two upon agreement of the parties.
- (c) If the parties are not successful in resolving the dispute through mediation, then the dispute shall be settled by arbitration before a single arbitrator, who shall not be any one of the mediators referred to above, in accordance with the laws of the Province of Ontario. All proceedings relating to arbitration shall be kept confidential and there shall be no disclosure of any kind. The decision of the arbitrator shall be final and binding and shall not be subject to appeal on a question of fact, law or mixed fact and law.

All costs of the mediators appointed in accordance with this Section shall be borne equally by the parties to the dispute or the controversy. All costs of the arbitrators appointed in accordance with this Section shall be borne by such parties as may be determined by the arbitrators.

#### **ARTICLE XIV SPECIAL RESOLUTIONS**

**14.1 Special Resolutions.** For greater certainty, a Special Resolution of the Members is required to make any amendment to these By-Law or to the Articles to:

- (a) change the Club's name;
- (b) change the province in which the Club's registered office is situated;
- (c) add, change or remove any restriction on the activities that the Club may carry on;
- (d) create a new class or group of Members;
- (e) change a condition required for being a Member;
- (f) change the designation of any class or group of Members or add, change or remove any rights and conditions of any such class or group;
- (g) divide any class or group of Members into two or more classes or groups and fix the rights and conditions of each class or group;
- (h) add, change or remove a provision respecting the transfer of a membership;
- (i) subject to Section 133 of the Act, increase or decrease the minimum and maximum number of directors fixed by the Articles;
- (j) change the statement of the purpose of the Club;
- (k) change the statement concerning the distribution of property remaining on liquidation after the discharge of any liabilities of the Club;
- (l) change the manner of giving notice to Members entitled to vote at a meeting of Members;
- (m) change the method of voting by Members not in attendance at a meeting of Members; or
- (n) add, change or remove any other provision that is permitted by the Act to be set out in the Articles.

**ARTICLE XV  
BY-LAW AND EFFECTIVE DATE**

**15.1 By-Law and Effective Date.** Subject to the Articles, the Board may, by resolution, make, amend or repeal any By-Law that regulate the activities or affairs of the Club. Any such By-Law, amendment or repeal shall be effective from the date of the resolution of the Board until the next meeting of Members where it may be confirmed, rejected or amended by the Members by ordinary resolution. If the By-Law, amendment or repeal is confirmed or confirmed as amended by the Members it remains effective in the form in which it was confirmed. The By-Law, amendment or repeal ceases to have effect if it is not submitted to the Members at the next meeting of Members or if it is rejected by the Members at the meeting.

As set out in Article XIV, this Section does not apply to a By-Law amendment that requires a Special Resolution because such By-Law amendments are only effective when confirmed by Members.

**ENACTED** this 8<sup>th</sup> day of July, 2015.

\_\_\_\_\_  
President – Robert Brown

\_\_\_\_\_  
Secretary of the Meeting – Jayson Pohl

**CONFIRMED** by the Members this 8<sup>th</sup> day of July, 2015.

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President – Robert Brown

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Secretary of the Meeting – Jayson Pohl