

SMUGGLERS COVE BOAT CLUB

BY-LAW # 1

2022-05-04

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By-Law No. 1

A By-law Relating Generally to the Conduct of the Affairs of Smugglers Cove Boat Club Inc. (the “ Corporation” or the “ Club “)

Article 1 - Preamble

The objects of the **Club** shall include the provision of docks, floats, moorings, buildings and other facilities to benefit **Members**, together with such measures as **Members** may take to conserve fish, wildlife and natural resources and to combat pollution of waterways.

Article 2 - Interpretation

In this By-law and all other by-laws of the Corporation, unless the context otherwise specifies or requires:

2.01 “**Act**” means Part III of the Ontario Corporations Act as amended to date and any successor legislation.

2.02 Terms used in this or any other By-law of the Corporation and which are defined in the **Act** or the Regulations shall have the meaning given to them by the **Act** or the Regulations.

2.03 Words importing the singular also include the plural and vice versa.

2.04 Words importing the masculine also include the feminine and neuter genders.

2.05 The word “**person**” includes individuals, bodies corporate, corporations, companies, partnerships, syndicates, trusts, clubs and unincorporated organizations or associations.

2.06 “**Bridge**” or “**Board**” means the Board of Directors of the Corporation.

2.07 “**Bylaws Committee**” means a Standing Committee comprised of five (5) senior members appointed by the Commodore on an annual basis to render services as detailed in Article 10.

2.08 “**Dock Holder**” means a **Member** who has reached position #1 on the **Dock Hopper’s List**, has been offered, accepted and been issued a dock or mooring that becomes the **Member’s** permanent dock or mooring unless the **Member** enters the **Dock Posting Process**.

2.09 “**Dock Hopper**” means a **Member** who is on the **Dock Hopper List** enjoying short term use of available docks or moorings (if any) while awaiting the offer, acceptance and issue of a dock or mooring.

2.10 “**Dock Hopper’s List**” means the list of **Members** waiting to be offered, accept and be issued a dock or mooring.

2.11 “**Dock Hopper’s Seniority**” means the **Member’s** place on the **Dock Hopper’s List**, and is independent from **Member’s Seniority**.

2.12 “**Dock Posting Process**” means a process of **Dock Holders** bidding by **Seniority** for available docks or moorings at the conclusion of which one or more docks or moorings may become available for offer to a **Dock Hopper**, pursuant to Article 15.

2.13 “**Excess Hours**” means those hours in excess of **Mandatory Hours**.

2.14 “**Extraordinary Resolution**” means means a Motion requiring approval by an eighty percent (80%) majority vote at a special meeting within the Annual General Meeting of the Club, for the exclusive purpose of a decision to seek a Review Engagement instead of an Audit, as allowed for in section 76 of the Ontario Not for Profit Corporations Act, 2010, S.O. 2010, c. 15 amended to date and any successor legislation. The Notice of Motion process shall apply;

2.15 “**Flag Officer**” means a **Member** elected annually by the **Members** as an **Officer** to the **Bridge** to manage the affairs of the **Club**. **Flag Officers** include: Commodore, Vice Commodore - Operations, Vice Commodore - House, Rear Commodore, Secretary, Treasurer, and Past Commodore, and such other **Officers** as may be established by the **Members** from time to time.

2.16 “**Haul-out**” or “**Take-out**” means the landing, disassembly and storage of the docks, moorings, Clubhouse, other buildings and facilities of the **Club** each Fall.

2.17 “**Honourary Member**” means a past **Member** who fulfills the requirements of Article 12.

2.18 “**Life Member**” means any **Member** who fulfills the requirements of Article 11.

2.19 “**Mandatory Cleaning Duties**” means regular maintenance of the **Club’s** complex shared by all **Members** (unless exempt) pursuant to a

Cleaning Schedule posted in the clubhouse each season. Time spent cleaning constitutes **Work Hours**;

2.20 “**Mandatory Hours**” means the minimum hours fixed annually by the **Bridge** and approved by a **Resolution of Members** for contribution of work and services by **Members**, (unless exempt), to remain a **Member in Good Standing** that year.

2.21 “**Member**” means any person 18 years of age or over who has been elected to **Membership** under Article 4.

2.22 “**Member Not in Good Standing**” means a **Member** who has all boating, voting, access to club facilities and other benefits of **Membership** suspended under **Article 20**, or for arrears for fees and/or **Mandatory Hours**;

2.23 “**Motion**” means a formal proposal by a **Member** at a meeting;

2.24 “**Notice of Motion**” means a written proposal circulated by the **Bridge** to the **Members** for debate and approval. The **Notice of Motion** shall include the full details of the **Motion**, amount of any proposed levy or assessment, and the date the **Motion** is to be voted on.

2.25 “**Officers**” means the elected **Flag Officers** who shall also be Directors of the **Bridge** or **Board** of the **Club**.

2.26 “**Orientation Committee**” means a Standing Committee of **Members** appointed annually by the Commodore to render services as detailed in Article 10.

2.27 “**Pet**” means dogs and cats and excludes exotic animals such as, but not limited to, snakes, monkeys, lizards, etc.

2.28 “**Put-in**” or “**Launch**” means the floating, assembly and rigging of the docks, moorings, clubhouse, other buildings and facilities of the **Club** each Spring.

2.29 “**Resolution**” means a **Motion** requiring approval by a simple majority vote.

2.30 “**Regulations**” means the regulations made under the **Act** as amended to date and any successor regulations.

2.31 “**Seniority**” means the service of a **Member** that begins on the date of swearing in as a **Member** and continues to accrue unless interrupted by a period of non-membership. Subsequent to March 4, 2020, in the event that two or more **members** are sworn into the club on the same date, **seniority** among those **members** shall be assigned alphabetically.

2.32 “**Special Resolution**” means a **Motion** requiring approval by a two-thirds (2/3's) majority vote. **Special Resolutions** include but are not limited to amendments to the Corporate By-laws, levies and special assessments.

2.33 “**Spouse**” means a person legally married to, or in a common-law relationship (as defined by the Family Law Act of Ontario or any successor legislation) with, a **Member in Good Standing**.

2.34 **Work Captain** - means any **member** designated to accept responsibility to undertake, organize, recruit help, supervise and complete any task needed for the maintenance and/or operation of the club.

2.35 “**Work Hours**” means the total number of hours, be they **Mandatory Hours** or **Excess Hours**, expended on behalf of a **Member** in work or services toward **Club** sanctioned activities and are non-transferrable.

Article 3 - Seal, Registered Office, Fiscal Year

3.01 The **Club** may, but need not have a corporate seal. Any such seal adopted for the **Club** shall be approved by **Resolution** of the **Bridge**.

3.02 The Registered Office of the **Club** shall be located within the Regional Municipality of Niagara as approved from time to time by Resolution of the **Bridge**.

3.03 The Fiscal Year of the **Club** shall end on December 31 each year, or on such other date as the **Bridge** may determine and approved by **Special Resolution** of the **Members**.

3.04 Deeds, transfers, assignments, contracts, obligations and other instruments in writing requiring execution by the **Corporation** may be signed by any two (2) of members of the **Bridge**.

3.05 The **Bridge** may from time to time direct the manner in which and the person or persons by whom a particular document or type of document shall be executed.

3.06 Any person authorized to sign any document may affix the corporate seal (if any) to the document.

3.07 Any signing officer may certify a copy of any instrument, resolution, by-law or other document of the Corporation to be a true copy thereof.

Article 4 - Membership

4.01 **Members** of the Club are limited to 85, exclusive of **Life** or **Honorary Members**.

4.02 The election of a new **Member** may take place at any meeting.

4.03 A candidate for membership shall be:

- (a) Not less than 18 years old; and
- (b) sponsored by an existing **Member in Good Standing** who has a minimum of two years **Seniority** or;
- (c) proposed by the **Orientation Committee**;

4.04 On receipt of an application the Orientation Committee shall circulate said application to the **membership** for comment within a 10 day period, with notice of same to the applicant.

4.05 The Orientation Committee shall review **member** comments, if any, determine eligibility of the candidate considering any such comments and orient eligible applicants.

4.06 Applicants shall remit initiation fees and dues to the Treasurer on completion of the orientation meeting, upon receipt of which applicants receive access to docks and facilities on a Dock Hopper basis until their **membership** is confirmed by the **Bridge**. Applicable dock fees will be ascribed by the Treasurer as part of the normal course of Club business.

4.07 On receipt of the initiation fee by the Treasurer, **membership** shall be awarded by the **Bridge** within a timeframe appropriate for the **members** to evaluate the applicant on a personal basis and comment to the **Bridge** on their suitability.

4.08 Immediately on receipt of the initiation fee by the Treasurer, **the provisions of Article 20 shall apply to the applicant**, who will be sworn into **membership** at the first meeting after its awarding by the **Bridge**.

4.09 Repealed 2019-06-05.

4.10 Repealed 2019-06-05.

4.11 A **Member in Good Standing** who has resigned and applies for readmission within one year next following the effective date of resignation shall have their initiation fees under 4.08 waived.

Article 5 - Rights and Obligations of Membership

5.01 Members rights include:

- (a) one vote on any **Motion** regarding the conduct of the affairs of the **Club**;
- (b) the right to appoint a proxy to exercise voting rights in the absence of the **Member**;
- (c) any proxy shall be in writing signed by the Member and delivered to the Secretary prior to the opening of any meeting;
- (d) primary access to and enjoyment of all **Club** facilities and events by **Members** their **Spouses** and immediate family living within the **Member's** household subject to the limitation of subsections (e) and (f);
- (e) having regard for the circumstances and in keeping with Section 79 (3) of The Child and Family Services Act of Ontario as amended to date and any successor legislation, **member's** children under the age of 16 years are only allowed on the complex while under the supervision of their parents, a family member over the age of 16, or another **member** specifically charged by said parents with responsibility for the children.
- (f) the right to annually approve secondary access to immediate family members not living within the **Members** household by using the sign-in process authorized by the **Bridge**;
- (g) the right to host guests, restricted to **members**, their **spouse**, or authorized immediate family. They must be present while the guest is on the complex, or have made arrangements with another **member** to be responsible for them until the host arrives.
- (h) a dock or mooring pursuant to the **Dock Posting Process** while a **Member in Good Standing**;
- (i) the right to approve **Work Hours**, Initiation, **Membership** and Dock or Mooring Fees annually by **Resolution**;

- (j) Credit for **Work Hours** from December 1st to the following November 30th each year in the following manner:
- i. all **Mandatory Hours**;
 - ii. all **Excess Hours** as determined annually by **Resolution** and credited to dock fees;
 - iii. **members** admitted to the **Club** prior to January 1, 1980 are exempt from **Mandatory Hours**;
 - iv. **Flag Officers** shall be credited for their **Mandatory Hours** and **Excess Hours**. They are exempt from the performance of **Mandatory Cleaning Duties**.

5.02 **Members** obligations shall include:-

- (a) the payment of all financial obligations to the **Club** within 30 days next following approval of the **Club's** budget. Payments received shall first be credited toward arrears due the **Club**, then **Club** dues, and lastly to dockage or mooring fees;
- (b) contribution of **Mandatory Hours** unless excused by the **Bridge**. Any personal or medical situation preventing said contribution must be communicated in writing to the **Bridge** which has the right and duty to postpone, reduce or cancel said contribution;
 - (i) failure to complete **Mandatory Hours** by November 30th without approval of the **Board** will result in notice under Article 18 to the defaulting **Member**;
 - ii) the **Member** shall address the default by 28 February following. If not addressed, the Secretary shall forward **further notice under Article 18** to the **Member** advising that they have become a **Member Not in Good Standing**. The provisions of Article 20 shall apply;

- (c) **Put-in/Launch, Takeout/Haul-out** are circumstances requiring the contribution of all **Members** unless excused by the **Bridge**;
- (d) any **Member** not able to fulfill Mandatory Cleaning Duties shall trade dates with another **Member** or advise the Vice-Commodore who shall reassign those duties to another **Member** immediately. Failure to meet this obligation shall result in a reclassification as a **Member not in Good Standing**. The provisions of Article 20 shall apply;
- (e) any **Member** requiring a dock or mooring shall submit a signed Dock Intention Sheet each Spring and forward by mail or e-mail to the Rear Commodore;
- (f) arrange and maintain minimum liability coverage for their vessel in the amount of One Million Dollars (\$1,000,000.00) and produce proof of same to the **Bridge** upon demand;
- (g) accurate and complete reporting of **Work Hours** and to request posting of them;
- (h) responsibility and liability for their guests on **Club** premises or during **Club** events while their guests are present;
- (i) **pets** shall be leashed at all times when not on a **Member's** boat, not allowed in the clubhouse and shall not be a nuisance to other **Members**, guests or pets. The **Board** may exclude and banish any **Pet** that caused distress to any **Members**, their immediate families or guests;
- (j) **members** and guests shall act properly and be well-behaved on **Club** premises. Rude or dangerous language, conduct and misbehaviour shall result in any **Member** or guest being denied entry to **Club** premises or being escorted to the mainland.
- (k) a **Member** who sells a boat on a club dock or mooring shall ensure that the boat is removed from the club dock or mooring within seven (7) days, failing which, the **Member** will be assessed the daily Visitor's

rate until the boat is removed and the balance added to the Members bill.

- (l) any **Member** unable to meet their obligations under this or any Article may apply to the **Bridge** for an extension of time or other relief.

5.03 **Members** who fail to meet any obligation, infringe Club By-Laws or rules or regulations or the Code of Conduct, or are disorderly, incur the provisions of Article 20.

Article 6 - Board of Directors/Bridge

6.01 The Corporation shall be managed by the **Bridge** comprised of **Members in Good Standing** elected annually.

6.02 Individual members of the **Bridge** shall include the Commodore, Vice-Commodore - Operations, Vice-Commodore - House, Rear Commodore, Secretary, Treasurer, Past Commodore and such other **Officers** as may be established by the **Membership** from time to time.

6.03 The **Bridge** may create additional appointed positions or Standing Committees; it may delegate tasks and duties to **Members** as required. At all times such creations and delegations shall be made in the best interests of the **Club** and shall continue through to the next election of a **Bridge**. Subsequent **Bridges** may continue, alter or terminate same.

6.04 Repealed 2019-05-08.

6.05 The Past Commodore shall be the most recently retired Commodore, and shall continue from year to year while his successor continues as Commodore.

6.05.01 In the event the current Commodore resigns or is removed, the position of Past Commodore in the following term shall remain vacant until the subsequent Commodore retires.

6.06 The **Bridge** shall manage the affairs, interests and operations of the Corporation between **Bridge** meetings, together with such matters as may be delegated from time to time by the Membership.

6.07 The **Bridge** shall ensure the **Club** and all its facilities are maintained in good repair for the safe use and enjoyment of the **Members**, and keep all **Club** premises and facilities insured for liability.

6.08 The **Bridge** shall fix the dates each year for **Put-In** and **Take-Out**. The Commodore, or his designee(s) shall direct all operations.

6.09 The **Bridge** shall receive submissions, investigate, and arbitrate regarding conduct or disputes between **Members** where appropriate.

6.10 In keeping with Section 130.1 of Schedule 7 of the Ontario Act to Cut Unnecessary Red Tape, SO 2017 c.20, and any successor legislation, at the Annual General Meeting the **Bridge** may recommend a qualified auditor to the **Members** for a period of twelve (12) months next following the date of appointment. The appointment may be renewed or extended for further periods of twelve (12) months at the discretion of the **Members**.

6.11 Each member hereby acknowledges that nothing done or omitted by the **Bridge** in good faith, including the exercise of its powers in relation to its consideration of any complaint, subjects the **Bridge** or the **Club to any** liability and each member releases the **Club** and the **Bridge** from any such liability.

Article 7 - Flag Officers

7.01 The Commodore shall:

- (a) command the Corporation and preside at all meetings of the **Bridge and Members**;
- (b) be a member, ex officio, of all Committees.

7.02 The Vice-Commodore - Operations shall: act in the place and stead of the Commodore when the Commodore is absent or unable to perform duties; assist the Commodore in the discharge of duties; organize put-in and haul out; identify **Work Captains** and assign tasks.

7.02.1 The Vice-Commodore - House shall: act in the place and stead of the Vice Commodore Operations when the Vice Commodore - Operations is absent or unable to perform duties; oversee care, cleaning and maintenance of buildings and beach; identify **Work Captains** and assign tasks.

7.03 The Rear Commodore shall assist the Commodore and Vice-Commodores in the discharge of their duties, and act in the place and stead of the Vice-Commodore - House when the Vice-Commodore - House is absent or unable to perform duties. Further, the Rear Commodore shall maintain the **Dock Hopper's List**, and administer the **Dock Posting Process**.

7.04 The Secretary shall:-

- (a) prepare and maintain an accurate and complete record of all proceedings of the Corporation, including Minutes of meetings of the **Bridge and Members**;
- (b) prepare and maintain current listings of **Members**, together with their full names, family members and contact details;
- (c) be responsible for communications from the **Bridge** and provide notices of meetings to **Members and Officers**;
- (d) receive and respond to all correspondence as directed by the **Bridge**;

- (e) maintain and make available all Corporation records, trophies and documents in the best interest of **Members**;
- (f) assist the Treasurer in collection of dues and funds, and payment of all debts and obligations of the Corporation;
- (g) provide each new **Member** with a copy of the New **Member's** Oath, this By-Law, other relevant literature and documentation, and the **Club** Burgee;
- (h) arrange for a temporary replacement to act in the place and stead of the Secretary when absent or unable to perform duties.
- (i) forward any changes to the Bridge resulting from the election at the Annual General Meeting to Service Ontario within fifteen (15) days on the Initial Notice/Notice of Change by an Ontario Corporation Form 1 Schedule A, Form 007-07200 obtainable from the Service Ontario website.

7.05 The Treasurer shall:-

- (a) have custody of all Corporation funds, property and assets;
- (b) collect and disburse all funds of the Corporation and prepare and maintain accurate and complete records of all transactions;
- (c) invest all savings and extra funds of the **Club** provided the investments are secure and in the best interests of the **Club**;
- (d) annually consider amounts to be charged as **Club** dues, dockage/mooring fees, special assessments (if any) and insert recommended amounts in the Draft Budget;
- (e) each year draft a Budget for the **Club** by January 15 and submit same to the **Bridge** for consideration and approval by January 31. The Treasurer shall present the approved draft Budget to the **Members'** Meeting in February and shall move that same be approved by

Resolution of the Members; The **Members** remain the ultimate funding authority.

- (f) Special Assessments may be proposed by **Notice of Motion** presented by any **Member** or **Officer**. Such assessments shall be approved by **Special Resolution** at a **Members'** Meeting, following which the assessment shall be levied and collected;
- (g) make accurate and complete financial reports to the **Bridge** and **Members** at all meetings;
- (h) arrange for a temporary replacement to act in the place and stead of the Treasurer when absent or unable to perform duties.

7.06 The office of Secretary and Treasurer shall be held by two (2) distinct persons.

7.07 The Past Commodore shall:

- (a) be a voting member of the the **Bridge**;
- (b) mentor and provide advice and support to the succeeding Commodore and **Bridge**;
- (c) provide continuity and context to discussions of the **Bridge**;
- (d) act as a delegate for the **Bridge** on committees or at functions as designated by the Commodore.

Article 8 - Elections

8.01 Nominations for **Officers** may be made by any **Member** at the October and November meetings; written nominations shall remain open thereafter until the November meeting is called to order.

8.02 Elections shall be held at the November meeting by secret ballot organized and managed by the Secretary. Any candidate with 50% plus one of the votes cast shall be declared a elected. Where three or more candidates have split the vote so that no candidate receives 50% plus one vote, run-off elections shall occur. The candidate with the least votes shall be removed from the ballot and a new round of voting shall occur. Run-offs shall continue until one candidate receives 50% plus one vote and be declared elected.

8.03 **Officers** elected in November shall take office and assume their duties when the December **Members'** Meeting is convened.

8.04 Any Office or **Bridge** position that becomes vacant by death or resignation shall result in a By-election at the second meeting next following the vacancy, following notice to the **Members** from the Secretary. Nominees consenting to be elected may be proposed by the **Bridge** or the **Members**.

8.05 Changes to the **Bridge** as a result of the election shall be forwarded to Service Ontario within fifteen (15) days on the Initial Notice/Notice of Change by an Ontario Corporation Form 1 Schedule A, Form 007-07200, obtainable from the Service Ontario website.

Article 9 - Meetings

9.01 The **Bridge** shall meet:

- (a) not less than once per month in Niagara as notified by the Commodore;
- (b) in lieu of formal meetings, these proceedings may occur by conference telephone call, Skype, Face Time or similar electronic process with all available **Officers**;
- (c) the quorum for the transaction of business by the **Bridge** shall be two-thirds of the number of all **Officers**;

9.02 Meetings of **Members**:-

- (a) shall be: held on the first Wednesday of every month at the time appointed by **Resolution** of the **Members**, excepting the months of July and August when special meetings may be called by the **Bridge**; in person when circumstances allow with such electronic attendance as may be practicable; or electronically when circumstances dictate;
- (b) the Annual Meeting shall be the November meeting;
- (c) shall be called and convened by the Commodore when necessary under special circumstances, or at the earliest opportunity upon a written, signed Petition by not less than ten **Members in Good Standing**;
- (c) shall take place in the Clubhouse in the river during the boating season and thereafter at such place in Niagara as may be conveniently arranged and identified in any notice of meeting;
- (d) notices of **Member** meetings shall specify items to be brought forward in an Agenda forwarded to **Members** by e-mail not less than five (5) days prior to the meeting;
- (e) shall be properly constituted by the presence of not less than ten (10) **Members in Good Standing**;

- (f) each **Member in Good Standing** has one vote on any motion presented at a meeting as prescribed in Article 5.01.

9.03 “Robert’s Rules of Order Newly Revised in Brief,” ISBN 978-0-306-82019-9, shall govern all Corporation proceedings and meetings with such limits to debate as may from time to time be set by the Commodore.

9.04 An item previously decided upon by a **Resolution** of the **Members** shall not be returned to the floor for discussion within one year unless approved for discussion by a two thirds (2/3’rds) majority of the **Members** present at the meeting at which the item is being raised.

9.05 Routine floor votes for members attending electronically may be counted by raising of electronic hand. Votes requiring confidential response as determined by the Commodore shall be counted using the secret ballot procedure.

Article 10 - Committees and Appointments

10.01 The **Bridge** may constitute such committees from time to time as it may determine, and assign terms of reference for all committees.

10.02 **Members** may indicate an interest to serve on committees, and the **Bridge** shall appoint **Members** thereof to perform work and services;

10.03 Standing Committees include Orientation, By-laws, and Communications.

10.04 The **Orientation Committee** shall:

- (a) review applications for **Membership**;
- (b) arrange and complete all applicant interviews under Article 4.04;
- (c) effective March 4, 2020, as soon as possible after interview, introduce applicants who **have been interviewed** in the manner specified in subsection (d), with the order of **seniority** determined as specified in Article 2.31;
- (d) following a **Membership** vacancy, stemming from their date of application introduce the first candidate available on the date of the **Membership** meeting at which a candidate can be introduced, with a recommendation, if any.

10.05 The **Bylaws Committee** shall:

- (a) review the By-laws of the Corporation;
- (b) propose amendments to the Membership for consideration;
- (c) assist the **Bridge** by reviewing **Life** and **Honourary Membership** nominations to ensure they meet the criteria, and report on same to the **Bridge**;

(d) fulfill other such other duties as may be assigned by the **Bridge** from time to time.

10.06 On behalf of the **Bridge**, the Communications Committee shall be responsible for maintaining the website, notifying members by e-mail of updates to the website, notifying by members by e-mail and telephone of meetings, social events work parties and other club related business.

10.07 Appointments include Safety Officer, Social Chair, Racing Chair, Fleet Captain and other such appointments as the **Bridge** sees fit.

Article 11 - Life Membership

11.01 A **Member in Good Standing** with a minimum of 20 years **Seniority**, a former member of the **Bridge**, and who has made outstanding contributions to the **Club** may be nominated by the **Bridge** for **Life Membership**.

11.02 A **Member in Good Standing** may recommend another **Member** to the **Bridge** for consideration.

11.03 Notwithstanding the absolute right of the **Bridge** to nominate a **Member** for **Life Membership** at any time, the following prompt applies: if Club **Membership** is full with a waiting list the **Bridge** shall consider nominations, but at no time are nominations and appointments to be considered automatic.

11.04 The Bridge may make nominations to **Life Membership** at any **Members'** meeting and appointment shall follow a **Resolution** passed by the **Members**.

11.05 A **Life Member**:

- (a) has all the rights and privileges of a regular **Member**, Including voting and dockage or mooring. **Seniority** shall continue;
- (b) shall pay dockage or mooring fees subject to any available credits;
- (c) is exempt from payment of **Membership** fees and dues, **Mandatory Cleaning Duties, Mandatory Hours** and if a non-boating member, **Special Assessments**.

Article 12 - Honourary Membership

12.01 A past **Member in Good Standing** who made outstanding contributions to the **Club** may be nominated by the **Bridge** for **Honourary Membership**.

12.02 **A Member in Good Standing** may recommend another **Member** to the **Bridge** for consideration as a nominee.

12.03 Repealed.

12.04 An **Honourary Member**:

- (a) has all the rights and privileges of a regular **Member**, excluding voting and dockage;
- (b) is exempt from payment of **Membership** fees, dues **Special Assessments** and **Mandatory Cleaning Duties**. **Excess Hours** do not apply;
- (c) is exempt from fees or charges when visiting on a dock or mooring on a short term basis as approved by the Rear Commodore in keeping with any Reciprocal policy.

Article 13 - Club Burgee, Officers' Flags, Club Trophies

13.01 The **Club** Burgee shall be a Bandarole (swallow-tail pennon) designed as follows:

- (a) "SCBC " in black letters on a white background, blue-bordered;
- (b) the Crest, a sword, anchor and red maple leaf encircled by a gold throwing ring, all within a white background;

13.02 The **Officers'** Flags shall be the Burgee with the following rank insignia:-

- (a) the Commodore's Flag shall have 3 gold stars on the fly;
- (b) the Vice-Commodores' Flags shall have 2 gold stars on the fly;
- (c) the flags of the Rear Commodore, Secretary, and Treasurer shall each have one gold star on the fly;
- (d) the Past Commodore's Flag shall have thee (3) silver stars on the fly.

13.03 **Club** Trophies shall be styled and awarded as the **Bridge** may determine from time to time. These trophies may be awarded annually in recognition of achievement expressed by **Resolutions** of the **Bridge**.

Article 14 - Docks, Moorings, Boats, Safety

14.01 The anchorage for the **Club** shall include all waters leased by the **Club** and shall be marked by floats anchored at the north and south ends of the anchorage throughout the boating season.

14.02 Docks shall number 68; Mooring Balls shall number 19 of which three (3) shall be allocated for visitors. All docks and moorings shall be located within the anchorage. Mooring balls shall be considered and treated as docks.

14.03 Without prejudice to any boat at the club prior to April 3, 2019, docked boats shall not exceed 30 feet in total length. Total Length shall be determined by best evidence which shall include manufacturers specifications, or where these are unavailable, actual measurements. For clarity, total length shall include swim platforms and any other extensions.

The **Bridge** maintains the exclusive right to refuse dockage to any boat based on considerations of size and extensions alone, or for other factors that may constitute a danger to persons, other vessels or property.

14.04 A boat moored on **Club** provided moorings shall not exceed 36 feet in length by Manufacturer's designation. (Owners of boats in excess of 36 feet in length will be required to provide their own arrangements suitable for the safe mooring of their boat to the satisfaction of, and in a place approved by the **Bridge**.)

14.05 **Members in Good Standing** who require a dock or mooring shall submit a Dock/Mooring Intention Sheet by 15 April each year. Upon assignment as a **Dock Holder** or **Dock Hopper** the current, applicable docking/mooring fee shall be invoiced to said **Member** for payment within 15 days.

14.06 All boats and equipment shall meet or exceed all current safety standards and legislation, and all boat owners and operators must be and remain qualified as provided by Canadian law.

14.07 Docked boats shall have mooring lines not less than 9.5 mm. ($\frac{3}{8}$ " in) diameter, of adequate length to fix the bow and stern and provide an effective Spring line. Except for temporary docking, all mooring lines shall be fitted with snubbing materials to absorb surges and prevent boat and dock damage. Locking boats to docks is encouraged.

14.08 Moored boats shall be attached to mooring balls by owner-supplied ground tackle of adequate capacity to safely secure the boat to the mooring ball.

14.09 Members with moored boats may keep one dinghy at locations determined by the Rear Commodore. No launch services are provided by the **Club** to any **Members** or guests.

Without prejudice to any dinghy at the club prior to October 3, 2018, the absolute length of any dinghy kept at the locations determined by the Rear Commodore shall not exceed 3.352 meters or 11.0 feet.

Members with boats docked on the complex shall stow dinghies within the confines of their dock.

Other recreational watercraft e.g., kayaks and boards must be stowed in the locations approved by the **Bridge**.

14.10 Where two or more **Members** jointly enter into boat ownership, the ownership, insurance and other matters shall be recorded in both names. **Seniority** shall be determined by the most senior **Member** of the partnership who remains a **Member in Good Standing**. The dock assignment will be based on the **Seniority** of the most junior **Member** if the senior **Member** resigns the **Membership**.

14.11 The surviving **Spouse** of a deceased **Member in Good Standing** assumes the **Seniority** and **Member's** rights and obligations for the balance of the fiscal year. The surviving **Spouse** may apply within a twelve (12) month period from the date of death to continue Membership in years following, but shall not be required to pay any initiation fees or similar charges. As an elected **Member**, the surviving **Spouse** shall assume the **Seniority** and the assigned dock of the deceased **Member**.

14.12 In place of a surviving **Spouse** of a deceased **Member**, any adult child of a deceased **Member** shall be eligible to assume the rights and obligations for the balance of the fiscal year and following years, but seniority shall be counted from the date the adult child's Membership commences.

14.13 Lifejackets or approved PFD's must be worn by **ALL** children 12 years old and under when on the complex, and when swimming in the recommended swimming area. **Members** are responsible that all guests are aware of this rule.

14.14 The recommended swimming areas are located at the north and south ends of the complex. All children 12 years old and under must wear a lifejacket or approved PFD when swimming and must be accompanied by an adult.

When swimming in the north recommended swimming area the life ring with the attached rope is to be thrown out downstream.

Swimming or "drifting" up or downstream parallel to the complex behind moored boats is prohibited.

Both designated swimming areas will have rules posted and floating life rings mounted.

14.15 Repealed.

14.16 Repealed..

Article 15 - Dock Posting Process

15.01 Pursuant to Article 14.05, only a **Member in Good Standing** shall be permitted to use a dock or mooring ball.

15.02 Pursuant to Article 5.02 no payments shall be credited toward a **Member's** current dock fee until any arrears and the current membership fee have been paid,

15.03 **Members** who are not **Dock Holders** and are seeking a dock or mooring have their names posted to the **Dock Hopper's List** in the following manner:

- (a) their names go on the list in ascending order.
- (b) the newest entry on the list occupies the last position and ascends toward the #1 position as openings on the list become available.
- (c) the **Member** at #1 receives the first offer of any dock or mooring ball that become available at the conclusion of the **Dock Posting Process**.
- (d) if the **Member** at #1 declines the offer of one of the first available docks or mooring balls, that **Member** reverts to the lowest position on the list.

15.04 The **Dock Posting Process** proceeds as follows:

- (a) if the **Member** advises the Rear Commodore in writing that they are giving up their dock or mooring ball and the dock or mooring ball is not to be used again by that **Member**, that dock or mooring ball shall be listed in the **Dock Posting Process** for re-assignment;
- (b) a list of available docks or mooring balls shall be posted and circulated to the **Members** once per year;
- (c) **Dock Holders** may bid for an available dock or mooring ball within the time specified by the Rear Commodore;

- (d) allocations are based on **Seniority**;
- (e) any dock or mooring ball becoming vacant as a result of said allocation is then assigned to those to be listed for the next round of bidding;
- (f) bidding will continue in subsequent rounds until no **Dock Holder** bids on the remaining available docks or mooring balls;
- (g) the remaining available docks and mooring balls are then offered to the **Dock Hoppers** as prescribed in Article 15.03.

15.05 With notice to the Rear Commodore, **Dock Holders** may make arrangements between themselves regarding temporary use of docks without resort to the **Dock Posting Process**.

Article 16 - Property Interests and Restrictions

16.01 Destruction or damage to **Club** property by a **Member** or **Member's** guest shall be the responsibility of the **Member** responsible. The **Bridge** shall assess the manner of repair or replacement and the costs thereof for reimbursement by that **Member**.

16.02 Personal property of **Members** or guests is not the responsibility of the **Club** and **Members** shall indemnify the **Club** and save it harmless therefrom;

16.03 The operation, maintenance or servicing of any boat(s) or personal facilities of any **Member** within the anchorage are the sole responsibility of that **Member** and **Members** shall indemnify the **Club** and save it harmless therefrom;

16.04 **Members** shall not store gasoline, diesel fuel, propane, or batteries on **Club** property. **Members** may retain such combustibles in approved containers on their boats and dinghies for personal use and enjoyment only.

16.05 Smoking is prohibited in the clubhouse and gatehouse.

16.06 Running a business at the club is prohibited.

16.07 Club facilities including fridges, tables and kitchen facilities are open to all members at all times without reservation or restriction.

16.08 To avoid scheduling conflicts and facilitate monitoring of club consumables and honey barge levels, members wishing to host ten (10) or more guests at one time shall request permission from the Vice Commodore, House.

Article 17 - Amendments, Additions, Deletions

17.01 The Letters Patents/Supplementary Letters Patent, Articles, By-Laws or Rules and Regulations of the Corporation may be proposed for amendment at any **Club** meeting:

- (a) a proposed amendment shall receive approval by **Resolution** to be considered by the **Membership**;
- (b) the Secretary shall then forward a **Notice of Motion** to the **Membership** by e-mail naming the date and method whereby the proposed amendment(s) shall be debated and decided.

17.02 Voting on any proposed amendment(s) shall be decided by **Special Resolution** provided the **Notice of Motion** has been issued;

17.03 The Secretary shall take all appropriate steps to ensure approved amendments are properly documented and completed forthwith.

Article 18. Notices, Errors or Omissions, Invalidity of Provisions

18.01 Any notice, communication or document to be given, (which includes sent, delivered or served), other than notice of a meeting or a **Notice of Motion** shall be deemed delivered if:

- a) delivered personally to the person to whom it is to be given;
- b) delivered to such person's address as shown in the records of the Corporation;
- c) mailed to such person at such person's recorded address by pre paid ordinary or air mail;
- d) sent to such person by telephonic, electronic or other communication facility at such person's recorded address for that purpose;
- e) provided in the form of an electronic document in accordance with Part 17 of the Act.

18.02 A notice sent by mail shall be deemed to have been given when deposited in a post office or public letter box

18.03 A notice sent by any means of transmitted or recorded communication shall be deemed to have been given when dispatched or delivered to the appropriate communication company or agency or its representative for dispatch.

18.04 The secretary may change or cause to be changed the recorded address of any member, director, officer, public accountant or member of a committee in accordance with any information believed by the secretary to be reliable.

18.05 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.

18.06 The signature of any director or officer of the Corporation to any notice or other document to be given by the Corporation may be written,

stamped, type-written or printed or partly written, stamped, type-written or printed.

18.07 The invalidity or un-enforceability of any provision of this by-law shall not affect the validity or enforceability of the remaining provisions of this by-law.

18.08 The accidental omission to give any notice 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 was otherwise based on such notice.

Article 19 - Complaints and Dispute Resolution

19.01 It's always appropriate for members to try and sort out complaints and disputes between themselves in an informal and respectful manner.

19.02 Failing 19.01, a **member** may lodge a complaint to the Commodore or Vice Commodore electronically or in writing.

19.03 The Commodore or Vice Commodore who receives a minor complaint shall have the discretion to attempt to resolve the matter in private meetings.

19.04 Complaints of a serious nature as indicated in 20.01 are to be referred to the **Bridge**.

19.05 Without prejudice to the rights of the **members**, or the **Bridge** as set out in the by-laws, minor complaints that cannot be resolved in private meetings shall be settled as follows:

- (a) if the Commodore or Vice Commodore is unable to resolve the matter then the parties agree that the dispute shall be settled by a majority vote of the **Bridge**. That decision shall be final and binding and shall not be subject to appeal;
- (b) dispute decisions shall remain confidential. This does not limit the ability of the **Bridge** to advise the **members** of any resulting change in policy or the Bylaws.

Article 20 Discipline

20.01 Without recourse to the complaints procedure of Article 19.03, and following such investigation as the **Bridge** deems necessary having regard for the circumstances, the **Bridge** shall have authority to warn verbally or in writing, suspend or expel any **member** from the **Club** for violating any provision of the articles, by-laws, Code of Conduct or written policies of the **Club**.

20.02 A decision to suspend or expel a **member** shall be made by a two-thirds (2/3's) majority vote of the **Bridge**.

20.03 In the event that the **Bridge** determines that a **member** should be expelled or suspended from membership the Commodore, or such other officer as may be designated by the **Bridge**, shall provide twenty (20) days notice of suspension or expulsion to the **member** in accordance with the provisions of Article 18, and shall provide reasons for the proposed suspension or expulsion.

20.04 The **member** may make written submissions to the Commodore, or such other officer as may be designated by the **Bridge**, in response to the notice received within such twenty (20) day period.

20.05 In the event that no written submissions are received by the Commodore, the Commodore, or such other officer as may be designated by the **Bridge**, shall proceed to notify the **member** that the **member** is suspended or expelled from membership in accordance with the provisions of Article 18.

20.06 If written submissions are received in accordance with this Article, the **Bridge** 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 in accordance with the provisions of Article 18.

20.07 The **Bridge's** decision shall be final and binding on the **member**, without any further right of appeal.

Article 21 - Conflict of Interest

21.01 For the purposes of this section, Conflict of Interest means: a situation in which a person is, or can be perceived to be, in a position to derive personal, business or family benefit from actions or decisions made in their official capacity.

21.02 This section shall apply at all times to members of the **Bridge**, appointed positions, Standing and Ad Hoc Committees.

21.03 Affected **members** have a duty to disclose any personal, family, or business interests or other community involvements that may, in the eyes of any other person, influence their judgment.

21.04 Affected **members** shall exempt themselves from participating in any discussion and abstain from any voting on matters where they have a conflict of interest.

21.05 As determined by the Chair of a committee referenced in article 21.02, in the event confidentiality requires it the declared **member** may be directed to absent themselves from the proceedings.

21.06 Minutes of meetings shall reflect any disclosure of conflict of interest. and how the conflict was managed.

21.07 Failure to disclose a conflict of interest may incur the provisions of Article 20.

Appendix “A” - Code of Conduct

Membership of Smugglers’ Cove Boat Club is a privilege. We are a family oriented club with a diverse membership. In keeping with these considerations **Members** and their guests have the right to enjoy the Club facilities in an environment that is free from discrimination, harassment, abuse and violence.

Member behaviour will at all times take into special consideration the presence of children on the complex.

Under every circumstance **members** shall demonstrate respect to those using the club and refrain from any behaviour which is offensive, abusive, racist, sexist, degrading, or malicious.

Members shall refrain from any behaviour that constitutes sexual harassment including:

- i. Sexist jokes;
- ii. Display of sexually offensive material;
- iii. Sexually degrading words used to describe a person;
- iv. Inquiries or comments about a person’s sex life;
- v. Unwelcome sexual flirtations, advances, or propositions;
- vi. Persistent unwanted contact;
- viii. Unwanted physical contact including, but not limited to, touching, petting, pinching, or kissing;
- ix. Unwelcome sexual flirtations, advances, requests, or invitations;
- x. Physical or sexual assault.

Members shall not engage in the excessive use of alcohol or lawful drugs in a way that becomes a nuisance or creates a disturbance.

Members and guests shall act properly and be well-behaved on Club premises. Rude or dangerous language, conduct and misbehaviour on Club premises shall result in any **Member** or guest being denied entry to Club premises or being escorted to the mainland.

In keeping with our Lease Agreement, **Members** shall observe all relevant sections of the Niagara Parks Commission Code of Conduct.

Any **Member** infringing Club Bylaws or Code of Conduct may incur proceedings under **Article 19 - Complaints and Dispute Resolution** or **Article 20 - Discipline** of Bylaw #1.

APPROVED: By-Law #1 by **Special Resolution** of the **Members** is EN-
ACTED this

...6th.....day of ...September....., 2017

Commodore

Secretary

Ed Vago

Bob Bigwood

Amendments

<u>Article</u>	<u>Date</u>
5.01 amended	2017-12-06
14.15 added	2017-12-06
2.31 amended	2018-02-07
4.03, 4.05, 4.06, 4.08, 4.11 amended	2018-02-07
14.16 added	2018-03-07
16.05 added	2018-04-04
16.06 added	2018-04-04
5.01 (g) v. repealed	2018-05-02
3.04, 3.05, 3.06, 3.07 added	2018-06-06
6.11 added	2018-06-06
Article 18 added	2018-06-06
Article 14.09 amended	2018-10-03
Article 6.10 amended	2019-03-06
Article 2.14, 7.04 (i), 8.05 added	2019-04-03
Article 14.03 amended	2019-04-03
Article 6.04 repealed	2019-05-08
Article 6.05 amended	2019-05-08
Articles 19 - 20 added	2019-06-05
Appendix "A" added	2019-06-05
Articles 2.22, 4.08 amended	2019-06-05
Articles 5.02 (b), 5.02 (d) 5.03 - amended	2019-06-05
Article 5.02 (l) added	2019-06-05
Articles 4.09, 4.10 repealed	2019-06-05
Article 21 - added	2019-12-04
Article 11 - amended	2019-12-04
Article 12 - amended	2019-12-04
Articles 2.07, 2.32, 3.03, 6.03, - amended	2020-03-04
Article 10 - amended	2020-03-04
Article 2.35 - amended	2020-06-03
Article 5.01(g) iii, iv - repealed	2020-06-03
Article 2.15 - amended	2020-06-24
Article 7.02 - amended	2020-06-24
Article 7.02.1 - added	2020-06-24

2022-05-04

Article 7.03 - amended	2020-06-24
Article 2.35 - added - mutatis mutandis	2020-06-24
Article 10.07 - amended	2020-06-24
Article 5.01 - amended	2020-11-04
Article 13.02 - amended	2020-11-04
Article 14.15 - repealed	2020-11-04
Article 14.16 - repealed	2020-11-04
Article 9.02 - amended	2021-02-03
Articles 4.04 to 4.08 - amended	2021-02-03
Article 4.06 - amended	2021-04-07
Articles 16.07, 16.08 - added	2021-09-08
Article 6.10 - amended	2021-09-08
Article 7.05 (e) - amended	2021-11-10
Article 6.05.01 - added	2021-11-10
Article 7.07 - added	2022-03-02
Article 9.02 - added	2022-03-02
Article 2.08 - amended	2022-04-06
Article 2.22 - amended - mutatis mutandis	2022-04-06
Article 15.04 - amended	2022-04-06
Article 2.33 - amended	2022-05-04
Article 2.34 - amended	2022-05-04
Article 6.02 - amended	2022-05-04