

ROYAL NEWFOUNDLAND YACHT CLUB



Constitution and By-Laws

(2023 Revision 5)

Constitution & By-Laws

THE ROYAL NEWFOUNDLAND YACHT CLUB

A BODY CORPORATE CREATED UNDER AND BY VIRTUE OF THE CORPORATION ACT OF NEWFOUNDLAND AND LABRADOR

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Section 1

INTERPRETATION

1.01 INTERPRETATION

In this By-Law and all other By-Laws of The Royal Newfoundland Yacht Club, unless the context otherwise specifies or requires:

- a. **"ACT"** means The Corporations Act, S.N. 1986 c.12 as from time to time amended and every statute that may be substituted therefor and, in the case of such substitution, any references in the By- Laws, of the Club to provisions of the Act shall be read as references to the substituted provisions therefor in the new statute or statutes;
- b. **"AGE"** for the purposes of Membership criteria means age as of January the 1st of the calendar year;
- c. **"BY-LAW"** means any By-Law of the Club from time to time in force and effect;
- d. **"CLUB"** means all persons and property of the Royal Newfoundland Yacht Club and for the purposes of the Act is the equivalent of a Corporation without share capital;
- e. **"COMMITTEE MEMBER"** means Member of the Executive Committee of paragraph 3.01 and for the purposes of the Act means Director;
- f. All terms which are contained in the By-Laws of the Club and which are defined in the Act or Regulations shall have the meanings given to such terms in the Act or regulations; and
- g. The singular shall include the plural and the plural shall include the singular; the masculine shall include the feminine.

Section 2

MEMBERSHIP

2.01 APPLICATIONS FOR MEMBERSHIP:

Persons or corporations/businesses seeking membership (excluding Dinning Membership) in the Club must have their name proposed and seconded in writing and forwarded to the Executive Committee. The Executive Committee shall reject or accept an application for Membership by a two thirds majority vote of a quorum of that committee. No applicant shall be eligible for election unless his or her name, address, profession or business, together with the names of the proposer and seconder, have been posted on the RNYC notice board for at least five days. Application for Membership shall be accompanied by tender of all fees and subscription pursuant to policies and regulations of the Club. Members who object to an application or the eligibility of an applicant must submit that objection to the Executive Committee in writing stating the grounds of their concern. If the Executive Committee deems an objection to be worthy of consideration in assessing any application for membership then the Executive Committee shall notify the applicant of the objection and provide the applicant reasonable time to make a written sub-mission to the Committee in reply to the objection. The Executive Committee shall then consider both the objection and the reply in deciding upon the membership application. No applicant whose application for membership has been rejected shall re-apply for membership until twelve (12) months from the date of rejection of that persons application have passed.

2.02 FULL MEMBER:

Any person who has reached the age of Nineteen (19) years and is a boat owner may apply for full membership and become a full member entitling that person to vote at Club Meetings and to hold office within the Club. These privileges are in addition to all rights and privileges enjoyed in common with other Members of the Club. A full member shall consist of both the boat owner and his/her spouse (including cohabitating partner), and the common rights and privileges of a full Member shall be extended to their children under the age of 24, or to their guests.

2.03 LIFE MEMBER:

Members in good standing may be bestowed Life Membership in the Club upon recommendation by unanimity of the Executive Committee and ratification at an Annual Meeting by a two-third majority vote. The Life Member shall not be liable to pay annual Membership Fees, though they are entitled to vote at Club meetings and hold office within the Club. All other fees shall apply.

2.04 HOLDING MEMBER:

A Full Member may apply to the Executive to temporarily suspend Full membership for one year based on special circumstances. A Holding Member will maintain seniority, can use club facilities but cannot vote or be on the Executive and has no charging privileges.

2.05 NON RESIDENT MEMBER:

Persons who permanently reside outside of the area within a one hundred nautical mile radius of the Club House may apply for a Non-Resident membership. Such persons cannot apply for any other class of Membership in the Club while they permanently reside outside of the one hundred nautical mile radius area. A Non-Resident Member cannot vote and cannot be on the Executive, has no charging privileges and does not maintain or accrue seniority.

2.06 HONOURARY MEMBER:

The Lieutenant Governor shall be the Patron of the Club and shall be considered an Honourary Member. In addition, the following persons who are not otherwise Members of the Club are nonetheless Honourary Members on an annual basis:

- a. Premier of the Province of Newfoundland and Labrador.
- b. Mayor of the City of St. John's.

- c. Mayor of the Town of Conception Bay South.
- d. Commanding Officer of the Royal Canadian Mounted Police in the Province of Newfoundland & Labrador
- e. Commanding Officer of the Royal Newfoundland Constabulary
- f. Senior Officer of the Canadian Armed Forces in the Province of Newfoundland and Labrador.
- g. Commanding Officer of H.M.C.S. Cabot.
- h. Assistant Commissioner of Canadian Coast Guard in the Province of Newfoundland and Labrador.
- i. Regional Director General of the Department of Fisheries and Oceans Canada
- j. St. John's Port Authority Chief Executive Officer
- k. Long Pond Harbour Authority Chief Executive Officer
- l. Other persons who have been recommended by the Executive Committee and ratified at an Annual General Meeting by two thirds majority vote.

These Members shall not be liable to pay an annual Membership fee apart from any other fee payable as a result of holding other Membership in the Club.

2.07 SOCIAL MEMBER:

Any person who has reached the age of Nineteen (19) years may apply for a Social membership if he or she:

- a. does not own, or operate a boat that is normally docked within the headlands of Conception Bay: or
- b. is a crew member, or has an interest in and/or the use of a boat that is operated out of the Club by a Full Member of the Club.

Social Membership does not entitle a person to vote but a Social Member can hold office, other than Flag Officer, on the Executive Committee. Social Membership shall consist of both the member and his/her spouse (including cohabitating partner) and the rights of a Social Member shall be extended to their children up to the age of 24. Social Members have charging privileges at the Club and may upgrade their membership to Full Membership at any time by paying the applicable current balance of the annual fee for membership.

2.08 JUNIOR MEMBER

Any person who has reached the age of nineteen (19) years and is under twenty-four (24) years who is a full-time student may apply for a Junior membership. A Junior Member can use club facilities with charging privileges and can be on the Executive and can vote.

2.09 CORPORATE MEMBER:

A corporation or business may apply for one of three types of Corporate membership.

I. Corporate Membership includes:

- a. five Social Memberships for the full-time executives or employees designated on the Application for Membership of the corporation or business; and
- b. one free rental of the full facility per year and each designated member has one free rental of the Charles R. Bell room per year.

II. Corporate Gold Membership includes:

- a. seven Social Memberships for the full-time executives or employees designated on the Application for Membership of the corporation or business;
- b. one free rental of the full facility per year and each designated member has one free rental of the Charles R. Bell room per year;
- c. promotion of the corporation or business in Club communications and, on the RNYC website and/or on the Club dinghies, as approved by the Executive.

III. Corporate Platinum Membership includes:

- a. ten Social Memberships for the full-time executives or employees designated on the Application for Membership of the corporation or business;
- b. one free rental of the full facility per year and each designated member has one free rental of the Charles R. Bell room per year;
- c. promotion of the corporation or business in Club communications, and on the RNYC website and/or on the Club dinghies, as approved by the Executive.

The corporation/business is liable for all fees and expenses incurred by or in respect of the designated executives or employees while Social Members.

Approved designated employees or executives shall continue to be Social Members unless the Executive approves a written request from the corporation or business to terminate or transfer the membership and the associated fee is paid. Upon renewal of the membership the corporation or business may request in writing that the Executive approve different designated executives or employees for social membership.

2.10 DINING MEMBER

Any person who has reached the age of Nineteen (19) years may apply for a Membership if he or she does not own, or operate a boat that is normally docked within the headlands of Conception Bay.

Dining Membership does not entitle a person to vote nor hold office as a Flag Officer or on the Executive Committee. Dining Membership shall consist of both the member and their spouse (including cohabitating partner) and the rights of a Dining Member shall be extended to their children up to the age of 24 and up to four guests. Dining Members only have access to the restaurant facilities and not to recreational (boat or swimming pool) facilities and can only attend Club functions as a guest of a Member. Dining Members do not have charging privileges at the Club.

2.11 FACILITIES MEMBER

Any person who has reached the age of Nineteen (19) may apply for a Facility Membership if:

- (a) they own, or operate a boat that is not docked or stored (other than winter storage) within property of the RNYC

A Facilities Member shall pay full annual membership fees in addition to the prescribed fees associated with use of the facility equipment, materials and labour. Membership shall include guest and credit privileges and shall consist of both the member and their spouse (including cohabitating partner) and the rights of a Facilities Member shall be extended to their children up to the age of 24. Facilities Membership are entitled to vote and can hold office.

2.12 ROVING MEMBER

Any person who has reached the age of Nineteen (19) may apply for a Roving Membership if:

- a. They own or operate a boat that is not docked, stored or intends not to be docked or stored within the headlands of Conception Bay.

This membership is intended for cruisers or racers who wish to fly the burgee of the RNYC, represent the club while abroad, and participate in the club as travel allows. A full boating member may convert to a roving member at the end of any one season (December 31st) and may retain their berth assignment at the club for up to 2 seasons provided the berth fee is paid annually in addition to their roving membership fees. A Roving member may upgrade their membership to a Full Membership or Facilities Member at any time by paying the applicable current balance of the annual fee for the membership. Roving Membership shall include guest and credit privileges and shall consist of both the member and their spouse (including cohabitating partner). The rights of a Roving Members shall be extended to their children up to the age of 24. Roving Membership are entitled to vote and hold office provided a berthing assignment is retained.

2.13 DRY SAIL MEMBER

Any person who has reached the age of nineteen (19) years may apply for Dry Sail membership if :

- a. they own and intend to operate a single_trailerable craft out of the RNYC. (A trailerable craft for the purposes of this category is a craft intended for day or weekend use that is easily and safely launched and retrieved with a personal vehicle).

Membership does not entitle a person to vote nor hold office as a Flag Officer or on the Executive Committee nor does it allow berthing or storage rights. A Dry Sail Member shall pay Dry Sail membership fees as defined in addition to the prescribed fee associated with use of the facility equipment, materials, and labor. Membership shall consist of both the member and their spouse (including cohabitating partner) and the rights of a Dry Sail Member shall be extended to their children up to the age of 24. Members have access to the restaurant facilities and pool facilities.

Members have charging privileges at the Club and may upgrade their membership to a Full Membership at any time by paying the applicable current balance of the annual fee for new membership.

2.14 PRIVILEGES OF MEMBERSHIP:

The Club, through the Executive Committee or by resolution at Annual Meetings, may make rules and regulations pertaining to the privileges of Membership and the organization and conduct of the Club in general. Only Full, Roving, Facilities, Junior and Life Members have the right to vote and to hold office. A Social Member can hold office on the Executive Committee, however, may not hold the position of Flag Officer. All Members of any given class share in common the rights and privileges and are subject to the obligations and restrictions expressed or implied within these By- Laws and the rules and regulations that the Club may create from time to time.

2.15 MEMBERSHIP SUBSCRIPTION AND FEES:

The subscription fee shall be as determined by the General Membership from time to time at duly constituted meetings of the Club and shall generally consist of the following:

- a. Annual Membership;
- b. Any other subscriptions and fees which the General Membership may from time to time establish. The Annual fee becomes payable on the 1st of January of each year, either in full or by other arrangements satisfactory to the Club. Any member that has not paid their fee by the 30th of April in the said year, or made other satisfactory arrangements, may be notified that their Membership has terminated effective the 1st of January of that year. All bills other than those for Annual fees shall be paid as per the Credit Policy established by the Executive Committee from time to time and set out in the rules and regulations of the Club.

Section 3

EXECUTIVE COMMITTEE

3.01 COMPOSITION:

There shall be an Executive Committee which for corporate law purposes shall be equivalent to a Board of Directors. The Executive Committee shall be comprised of the Flag Officers, the Secretary, the Treasurer, the Fleet Surgeon, and other eligible Members who have been elected to the Executive Committee by the General Membership.

3.02 DUTIES:

The Executive Committee shall exercise the powers of the Club directly or indirectly through the Members and Agents of the Club and direct the management of the business and affairs of the Club.

3.03 NUMBER:

The business and affairs of the Club shall be managed by an Executive Committee consisting of the number of Committee Members set out in the Articles of Continuance of the Club or, such number of Committee Members as determined from time to time by resolution of the Executive Committee.

3.04 TERM OF OFFICE:

A Committee Member's term of office, subject to the provisions, if any, of the Articles of the Club and to the provisions of the Act, shall be from the 1st of December following the Annual Meeting to the 30th of November of the following year, except that the term of the Treasurer shall be from the 1st of January following the Annual Meeting to the 31st of December in the same year.

3.05 VACATION OF OFFICE:

The office of a Committee Member shall ipso facto be vacated: (a) if he becomes bankrupt or suspends payment of his debts generally or compounds with his creditors or makes an authorized assignment or is declared insolvent; (b) if he is found to be a mentally incompetent person; or (c) if by notice in writing to the Club Secretary he resigns his office. Any such resignation shall be effective at the time it is sent to the Club Secretary or at the time specified in the notice, whichever is later. Subject to paragraph 3.06 vacancies occurring on the Executive Committee may be filled by appointment by the remaining Committee Members.

3.06 ELECTION AND REMOVAL:

Committee Members shall be elected by the General Membership on a show of hands unless a ballot is demanded in which case such election shall be by ballot. The elected Executive Committee may add a member to the Committee as proposed by the Commodore and approved by the Committee. The whole Committee shall retire on the 30th of November of the year of the Annual Meeting at which the election of the New Committee takes place, except that the Treasurer shall retire on the 31st of December of the same year. If qualified, any retiring Committee Member shall be eligible for re-election, provided always that the Members of the Club may by ordinary resolution passed at a Special Meeting of the Membership, remove any Committee Member or Committee Members from office and a vacancy created by the removal of a Committee Member may be filled at the meeting of the Membership at which the Committee Member is removed.

3.07 CAUCUS OF THE EXECUTIVE COMMITTEE

The Committee Members may appoint from their number a caucus of Committee Members and subject to Section 185 of the Act may delegate to such caucus any of the powers of the Committee Members. Such delegation shall be meant to facilitate the management of the affairs of the Club.

3.08 PLACE OF MEETING OF THE EXECUTIVE COMMITTEE:

Meetings of the Executive Committee and of the Caucus of Committee Members (if any) may be held on Club Property or elsewhere as the Committee Members may decide.

3.09 NOTICE:

A Meeting of the Committee Members may be convened by the Commodore, the Vice Commodore, the Rear Commodore, or the Immediate Past Commodore. Subject to Section 181 of the Act, the Notice of any such Meeting need not specify the purpose of or the business to be transacted at that meeting. Notice of any such meeting shall be served in the manner specified in paragraph 9.01 of this By-Law not less than two days (exclusive of the day on which the Notice is delivered or sent and inclusive of the day by which Notice is given) before the meeting is to take place.

A Committee Member may in any manner waive notice of a meeting of the Executive Committee. Attendance of a Committee Member at a meeting of the Executive Committee shall constitute a waiver of notice of the meeting except where a Committee Member 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.

If the first meeting of the Executive Committee following the election of Committee Members is held immediately thereafter, then for such meeting, or for a meeting of the Executive Committee at which a Committee Member is appointed to fill a vacancy in the Executive Committee, no notice shall be necessary to the newly elected or appointed Committee Member in order to legally constitute the meeting, provided that a quorum of the Committee Members is present.

3.10 QUORUM:

A majority of the Committee Members shall form a quorum for the transaction of business and notwithstanding any vacancy among the Committee Members, a quorum of Committee Members may exercise all the powers of the Executive Committee. No business shall be transacted at a meeting of Committee Members unless a quorum of the Executive Committee is present.

A Committee Member may, if all the Committee Members of the Club consent, participate in a meeting of the Executive Committee or of the caucus of Committee Members (if any) by means of telephone or other communication facilities. A Committee Member participating in such meeting by such means is deemed to be present at that meeting.

3.11 VOTING:

Questions arising at any Executive Committee Meeting shall be decided by a majority of votes. Each Committee Member shall have one vote.

3.12 RESOLUTION IN LIEU OF MEETING:

Notwithstanding any of the foregoing provisions of this by-law, a resolution in writing signed by all the Committee Members entitled to vote on that resolution at an Executive Committee Meeting, or the caucus of Committee Members (if any), is as valid as if it had been passed at an Executive Committee Meeting or a Meeting of the caucus of Committee Members (if any).

Section 4

EXECUTIVE COMMITTEE, OFFICERS CORPORATE LIABILITY

4.01 REMUNERATION OF COMMITTEE MEMBERS:

No Committee Member shall receive any compensation for any service rendered to the Club in his official capacity as a Member of the Executive Committee.

4.02 SUBMISSION OF CONTRACTS OR TRANSACTION TO MEMBER FOR APPROVAL:

The Executive Committee in its discretion may submit any contract, act or transaction for approval or ratification at any Annual Meeting of the Members or at any Special Meeting of the Members called for the purpose of considering the same and any such contract, act or transaction that shall be approved or ratified or confirmed by a Resolution passed by a majority of the votes cast at any such meeting (unless any different or additional requirement is imposed by the Act or by the Club's articles or any other by-law) shall be as valid and binding upon the Club and upon all the Members as though it had been approved, ratified or confirmed by every Member of the Club.

4.03 FOR THE PROTECTION OF COMMITTEE MEMBERS AND OFFICERS:

In supplement of and not by way of limitation upon any rights conferred upon Committee Members by the Act, it is declared that no Committee Member shall be disqualified by his office from, or vacate his office by reason of, holding any office or place of profit under the Club, or under any body corporate in which the Club shall be shareholder or by reason of being otherwise in any way directly or indirectly interested or contracting with the Club as Vendor, Purchaser or otherwise, or being concerned in any contract or arrangement made or proposed to be entered into with the Club in which he is and was directly or indirectly interested either as Vendor, Purchaser, or otherwise.

No Committee Member shall be liable to account to the Club or any of its Members or Creditors for any profit arising from any such office or place of profit; and subject to the provisions of the Act no contract or arrangement entered into by or on behalf of the Club in which any Committee Member shall be in any way directly or indirectly interested shall be voided or voidable. No Committee Member shall be liable to account to the Club or any of its Members or Creditors for any profit realized by or from any such contract or arrangement by reason of any fiduciary relationship. Pursuant to the provisions of the Act a Committee Member or Officer of the Club shall be obliged to make a declaration in writing of interest in respect of a contract or proposed contract with the Club in which such Committee Member or Officer is in any way directly or indirectly interested, and a Committee shall be obliged to refrain from voting in respect of any such contract.

Except as otherwise provided in the Act no Committee Member or Officer for the time being of the Club shall be liable for:

- a. the acts, receipts, neglects or defaults of any other Committee Member or Officer or employee of the Club, or for;
- b. joining in any receipt or act for conformity or for any loss, damage or expenses happening to the Club through the insufficiency or deficiency of title to any property acquired by the Club, or for or on behalf of the Club, or for;
- c. the insufficiency or deficiency of any security in or upon which any of the moneys of or belonging to the Club shall be placed out or invested, or for;
- d. any loss of damage arising from the bankruptcy, insolvency or tortious act of any person, firm or corporation including any person, firm or corporation with whom or which any moneys, securities or effects shall be lodged or deposited, or for;

- e. any loss, conversion misapplication or misappropriation of or any damage resulting from any dealings with any moneys, securities, or other assets belonging to the Club, or for;
- f. any other loss, damage or misfortune whatever which may happen in the execution of the duties of his respective office or trust or in relation thereto,

unless the same shall happen by or through his failure to exercise the powers and to discharge the duties of his office honestly and in good faith with a view of the best interests of the Club, and in connection therewith to exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.

The Committee Members for the time being of the Club shall not be under any duty or responsibility in respect of any contract, act or transaction whether or not made, done or entered into in the name or on behalf of the Club except such as shall be submitted to an authorized and approved by the Executive Committee.

If any Committee Member or Officer of the Club shall be employed by or shall perform services for the Club otherwise than as Committee Member or Officer, or shall be a Member of a Firm or a Shareholder, Director or Officer of a Company which is employed by or performs services for the Club, the fact of his being a Committee Member or Officer of the Club shall not disentitle such Director or Officer of such firm or Company, as the case may be, from receiving proper remuneration for such services.

4.04 INDEMNITIES TO COMMITTEE MEMBERS AND OFFICERS:

Subject to the provisions of Sections 201 and 202 of the Act, the Club shall indemnify a Committee Member or Officer, a former Committee Member or Officer or a person who acts or acted at the Club's request as a Committee Member or Officer of a body corporate of which the Club is or was a shareholder or creditor and his heirs and legal representatives, against all costs, charges and expenses, including an amount paid to settle an action or satisfy a judgment, reasonably incurred by him in respect of any civil, criminal or administrative action or proceeding to which he is made a party by reason of being or having been a Committee Member or Officer of the Club or such body corporate, if

- a. he acted honestly and in good faith with a view to the best interests of the Club; and
- b. in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, he had reasonable grounds for believing that his conduct was lawful.

The Club shall also indemnify any such person in such other circumstances the Act or law requires. Nothing in this bylaw shall limit the right of any person entitled to indemnity to claim indemnity apart from the provisions of this by-law to the extent permitted by the Act or law.

Section 5

OFFICERS

5.01 FLAG OFFICERS:

The Flag Officers of the Club shall consist of a Commodore, Vice Commodore, up to the three Rear Commodores, and the Past Commodore who are yacht owners, or spouses (including co-habiting partners) of members who are yacht owners, either by direct ownership or by ownership of shares in a corporation that is an owner of a yacht.

5.02 OFFICERS OF THE CLUB:

The Officers of the Club shall consist of the Flag Officers, Treasurer and Secretary.

5.03 ELECTION:

These Officers of the Club are also Executive Committee Members and hold their office by virtue of being elected to the Executive Committee in their respective positions by the General Membership as per paragraph 6.06.

5.04 REMUNERATION AND REMOVAL:

No Officer of the Club shall receive any compensation for any service rendered to the Club in his official capacity as an Officer of the Club. All Officers of the Club, in the absence of agreement to the contrary, shall be subject to removal by Resolution of the Executive Committee at any time, with or without cause. Notwithstanding his removal as an Officer of the Club, that Committee Member remains a Committee Member.

5.05 VACANCY AND DELEGATION OF OFFICERS DUTIES:

In the case of removal of an Officer of the Club from his office or in the case of the inability of any Officer of the Club to act within his office, the Executive Committee may delegate all or any of the powers of such Officer to any other Officer or to any Committee Member as the Executive Committee deems necessary to facilitate the carrying on of the Club's business and affairs.

5.06 POWERS AND DUTIES:

All Officers of the Club shall sign such contracts, documents or instruments in writing as require their respective signatures and shall respectively have and perform all powers and duties incident to their respective offices and such other powers and duties respectively as may from time to time be assigned to them by the Executive Committee. All Officers in exercising their powers and discharging their duties must:

- a. Act honestly and in good faith with a view to the best interests of the Club; and
- b. Exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.

5.07 COMMODORE:

It shall be the duty of the Commodore to take command of the Club, preside at all meetings, to enforce the Constitution and By-Laws, and generally to carry out the work of the Club and promote its interests and objects.

5.08 VICE COMMODORE:

It shall be the duty of the Vice Commodore to assist the Commodore in the discharge of his duties and in his absence to act in his stead.

5.09 REAR COMMODORES:

It shall be the duty of the Rear Commodores to assist the Commodore and Vice-Commodore in the performance of their duties and in their absence one to be designated to act in their stead.

5.10 TREASURER:

It shall be the duty of the Treasurer to oversee the collection of all fees, subscriptions and other assessments and deposit the same in a Bank approved by the Executive Committee; all cheques drawn shall be signed in accordance with paragraph 10.01. The Treasurer shall ensure payment all bills contracted by the Club and furnish a monthly statement of finances of the Club to the Executive Committee. The Treasurer shall be liable to account for the financial assets and liabilities of the Club whenever so required by the Executive Committee.

5.11 SECRETARY:

It shall be the duty of the Secretary to ensure a correct roll of members with dates of election and a register of the yachts registered in the Club. The Secretary shall notify each member of his or her election, notify members of meetings of the Club and Members of the Executive Committee of meetings of that Committee; keep the minutes of such meetings; conduct all correspondence and generally discharge such duties as are assigned to him by the Executive Committee.

Section 6

MEMBERSHIP MEETINGS

6.01 FALL ANNUAL MEETING:

An Annual Meeting of the General Membership shall be held in the Fall of each year at the Club House or at any other location that the Executive Committee may determine upon giving the General Membership sufficient notice as per paragraph 6.07. The two main Agenda items for this meeting shall be the election of the Executive Committee for the ensuing year and the presentation by the Commodore of a Report on the preceding year's general activities.

6.02 SPRING ANNUAL MEETING:

An Annual Meeting of the General Membership shall be held in the Spring of each year at the Club House or other location which the Executive Committee may determine upon giving Notice to the General Membership per paragraph 6.07. The main Agenda item for this meeting shall be the presentation by the previous year's Treasurer of the financial reports and statements for the financial year as defined in paragraph 10.04. A budget for the ensuing year shall also be presented by the incumbent Treasurer.

6.03 SPECIAL MEETINGS:

Special meetings of the General Membership may be called by the Commodore at his discretion or when at least ten members petition him to have a special meeting. Such a Membership petition shall state the purpose of and the full Agenda for such Special Meeting. If the Commodore fails to call a Special Meeting upon Membership Petition the petitioning Members may call a meeting themselves by giving notice to the General Membership by posting a written announcement of the Meeting on the Notice Board of the Club House or by email at least fifteen (15) days prior to the proposed Special Meeting. Notwithstanding the Commodore's refusal to call a special meeting, a Member of the Executive Committee shall preside at any and all Special Meetings.

6.04 QUORUM:

Twenty one (21) or more Members shall constitute a Quorum at any Meeting of the General Membership.

6.05 CONDUCT OF BUSINESS AT MEETINGS:

The order of business of Meetings of the General Membership shall be as follows:

- a. Minutes of previous meetings.
- b. Business arising from the minutes.
- c. Reports.
- d. Consideration of Notices of Motion.
- e. Unfinished business.
- f. New business.
- g. Adjournment.

6.06 ELECTION OF EXECUTIVE COMMITTEE MEMBERS:

The election of the Executive Committee shall occur at the Fall-Annual Meeting. A Nominating Committee comprising the Commodore and all Past Commodores who are active Members of the Club shall attend a Nominating Meeting at a time and place amenable to them. Any three members of the Nominating Committee shall constitute a Quorum. The current Vice Commodore shall present a slate of Nominees to the Nominating Committee for all positions on the Executive Committee. The Nominees may only be Members in good standing with the Club and who are eligible to hold office in the Club. The Immediate Past Commodore shall be the Chairman of such Nominating Committee, or failing him such person as the Nominating Committee shall select. The slate of Nominees of the Nominating Committee shall be submitted

in writing to the Secretary of the Club and shall be posted on the Notice board in the Club House or email at least 15 days prior to the Fall Annual Meeting.

Any two Members of the Club in good standing and who are eligible themselves to hold office may nominate for any office a Member in good standing of the Club and who is eligible to hold office. All such nominations must be submitted to the Secretary of the Club at least five (5) days before the Fall Annual Meeting, and be posted on the notice board in the Club House at least five (5) days prior to the Fall Annual Meeting.

Any persons nominated for the Executive as described in the preceding paragraph must give written consent to such nomination to the Secretary of the Club within 48 hours of the Secretary receiving the nomination.

6.07 NOTICE:

A notice and email stating the day, hour and place of Annual meetings shall be given by serving such notice on each Member entitled to vote at such meeting, on each Executive Committee Member and on the Auditor of the Club in the manner specified in paragraph 9.01 of this By-Law, not less than twenty-one days (21) or more than fifty days (50) (in each case exclusive of the day on which the notice is delivered or sent and of the day for which notice is given) before the date of the meeting.

6.08 WAIVER OF NOTICE:

A Member and any other person entitled to attend at a meeting of the General Membership may in any manner waive notice of a meeting of the General Membership, and attendance of any such person at a meeting of the General Membership shall constitute a waiver of notice of the meeting.

6.09 OMISSION OF NOTICE:

The accidental omission to give notice of any meeting, or any irregularity in the notice of any meeting or the non-receipt of any notice by any Member or Members, Committee Member or Committee Members or the Auditor of the Club, shall not invalidate any resolution passed or any proceedings taken at any meeting of the General Membership.

6.10 VOTES:

Each Member with the privilege of voting at meetings of the General Membership shall cast one vote on each question raised at Membership Meetings. Every question submitted to any meeting of Members shall be decided in the first instance by a show of hands unless a person entitled to vote at the meeting has demanded a ballot and in the case of an equality of votes the chairman of the meeting shall, both on a show of hands and on a ballot, have a second or casting vote in addition to the vote or votes to which he may be otherwise entitled.

At any meeting unless a ballot is demanded, a declaration by the chairman of the meeting that a resolution has been carried, or carried unanimously or by a particular majority, or lost or not carried by a particular majority, shall be conclusive evidence of the fact.

In the event that the Commodore, Vice Commodore and all the Rear Commodores are absent then the members who are present and entitled to vote shall choose another Committee Member as chairman of the meeting, and if no Committee Member is present or if all the Committee Members present decline to take the chair then the meeting shall be adjourned until one of the Committee Members is available to chair the meeting. A ballot may be demanded either before or after any vote by show of hands by any person entitled to vote at the meeting. If at any meeting a ballot is demanded on the election of a chairman, or on the question of adjournment, it shall be taken forthwith without adjournment. If at any meeting a ballot is demanded on any other question, or as to the election of the Executive Committee, the vote shall be taken by ballot in such manner and either at once, later in the meeting, or after adjournment, as the chairman of the meeting directs. The result of a ballot shall be deemed to be the resolution of the meeting at which the ballot was demanded. A demand for a ballot may be withdrawn.

Where two or more persons hold a Membership which is entitled to a single vote those persons shall have only a single vote the substance of which shall be determined amongst themselves.

6.11 PROXIES:

There shall be no voting by proxy at the meetings of the General Membership or any other meetings of the Membership or Executive Committee.

6.12 ADJOURNMENT:

The chairman of any meeting, with the consent of the meeting, may 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 unless the meeting is adjourned by one or more adjournments for an aggregate of thirty (30) days or more, in which case notice of the adjourned meeting shall be given as for an original meeting. Any business may be brought before or dealt with at any adjourned meeting for which no notice is required which might have been brought before or dealt with at the original meeting in accordance with the notice calling the same.

6.13 RESOLUTION IN LIEU OF MEETING:

Notwithstanding any of the foregoing provisions of this By-Law a resolution in writing signed by all the members entitled to vote on that resolution at a meeting of the general membership is, subject to Section 187 of the Act, as valid as if it had been passed at a meeting of the Membership.

Section 7

DISCIPLINE

7.01 CONDUCT OPEN TO DISCIPLINARY ACTION:

The following actions by any Member of the Club are subject to disciplinary action by the Executive Committee:

- a. Willful infringement of any rule or regulation made by the Club or the Executive Committee that in the Executive Committee's discretion is damaging to the interests and conduct of the Club;
- b. Willful infringement of any provision of these By-Laws which in the Executive Committee's discretion is damaging to the interests and conduct of the Club; or
- c. Willful conduct of a Member (i) on Club premises (wharf, clubhouse and land), or (ii) during a function sponsored or controlled by the Club, and which is unbecoming of a Member of the Club, and which in the Executive Committee's discretion is injurious to the character, reputation or welfare of the Club.

7.02 DISCIPLINARY ALLEGATION:

Any Member of the Club who has evidence that another Member (or guest) of the Club has acted in a manner subject to disciplinary action has the right to file with the Club Secretary a written allegation against that Member setting out:

- a. the time, place, type and nature of the conduct subject to disciplinary action;
- b. all the evidence in respect thereof; and
- c. why such conduct is detrimental to the Club.

The Member against whom an allegation is filed (the alleged Member) shall be notified in writing by the Executive Committee of the details of the allegation against him.

Those Executive Committee Members having privy to this written allegation shall keep the details of it in strictest confidence and shall discuss the issue only amongst themselves after the Disciplinary Hearing (per paragraph 7.04) in order to arrive at a decision in respect of the allegation.

7.03 DISCIPLINARY HEARING:

Upon receiving a written disciplinary allegation under Paragraph 7.03 the Executive Committee shall at its earliest convenience appoint a Panel to hold a Disciplinary Hearing. This Panel shall be comprised of Members in good standing. The size and composition of this Panel shall be at the discretion of the Executive Committee. Within thirty (30) days from the date of appointment of the Panel, this Panel shall set a date and place for the Disciplinary Hearing.

All parties involved in the allegation, both the Member alleged and the Member making the allegation, shall be notified in writing within fifteen (15) days of the scheduled date of the Disciplinary Hearing. This written notice shall also set out the purpose and agenda of the Disciplinary Hearing and notifying the alleged Member that he shall have the opportunity to answer the allegation and submit to the Disciplinary Hearing any evidence in defense of his actions.

Upon hearing all the evidence and considering the submissions given at the Disciplinary Hearing, the Panel shall report to the Executive Committee within seven (7) days with its decision and recommendations. The Executive Committee shall decide what, and if any, the degree of action to be taken.

If an alleged Member is to be disciplined, then written notice of that decision by the Executive Committee, and a brief summary of its reasons for such decision, shall be given to the alleged Member within five (5) days of the decision being made.

The decision of the Executive Committee shall be final and binding on all persons concerned.

7.04 DISCIPLINARY ACTION:

Upon the Executive Committee deciding in accordance with paragraph 7.04 of these By-Laws that a Member has committed actions which are subject to disciplinary action in paragraph 7.01 then the Executive Committee has the authority to:

- a. Expel the Member from the Club, or
- b. Suspend the Member from any privileges of the Club for such period of time as the Executive Committee deems appropriate, or
- c. Reprimand the Member in an appropriate manner.

Any expelled, suspended or reprimanded Member shall not be relieved of his liability to pay any debts he has accrued to the Club.

Section 8

FLAGS, CREST AND COLOURS;

8.01 FLAGS:

The flag of the Royal Newfoundland Yacht Club shall be the blue ensign over-marked in the fly with a golden colour Pitcher Plant surrounded with the golden coloured letters R.N.Y.C.

The Burgee of the Royal Newfoundland Yacht Club shall be blue as in the blue ensign. On the lower half of the staff is a golden colour Pitcher Plant and in the upper half the Canadian Crown.

The Commodore's Flag shall be blue as in the blue ensign. In the fly is the Canadian Crown surrounded by ten golden Maple Leafs and in the staff is a golden colour Pitcher Plant.

The Past Commodore's Flag shall be blue as in the blue ensign. In the fly is the Canadian Crown and two golden colour Maple Leafs and in the staff is a golden colour Pitcher Plant.

The Vice Commodore's Flag shall be red. In the fly is the Canadian Crown surrounded by ten golden colour Maple Leafs and in the staff is a golden coloured Pitcher Plant.

The Rear Commodore's Flag shall be white. In the fly is a Canadian Crown surrounded by ten golden coloured Maple Leafs and in the staff is the golden colour Pitcher Plant.

The Executive Committee's Flag shall be white. In the fly is a Canadian Crown and in the staff is a golden colour Pitcher Plant.

8.02 CREST:

The Blazer Crest of the Royal Newfoundland Yacht Club shall be a white circular life ring measuring eight centimeters in diameter circled both inside and outside the ring with golden wire. On the ring in blue letters trimmed with gold wire is the inscription "ROYAL NEWFOUNDLAND YACHT CLUB". The ring is mounted on a blue background and in the centre of the ring is a Pitcher Plant of golden wire surrounded with the golden wire letters "RNYC".

The Hat Crest of the Royal Newfoundland Yacht Club measures 3.5 centimeters and is otherwise identical in design to the Blazer Crest.

8.03 COLOURS:

The Club Colours shall be blue and white.

Section 9

NOTICES

9.01 SERVICE:

Any Notice or other document required by the Act, the Regulations, the Articles, the By-Laws, or rules and Regulations of the Club to be sent to any Member or Executive Committee Member or to the Auditor shall be delivered personally or sent by mail or email, to any such Member at his latest address and email address as shown in the records of the Club, and to any such Committee Member at his latest address as shown in the records of the Club, and to the auditor at his business address; provided always that notice may be waived or the time for the notice may be waived or abridged at any time with the consent in writing of the person entitled thereto. Members are responsible for informing the Club Secretary of any changes of mailing address or email address. If a notice or document is sent to a Member by prepaid mail or email in accordance with this paragraph and the notice or document is returned on three consecutive occasions because the Member cannot be found, it shall not be necessary to send any further notices or documents to the Member until he informs the Club in writing of his new address.

9.02 SIGNATURE TO NOTICES:

The signature of any Executive Committee Member or Officer of the Club to any notice or document to be given by the Club may be written, stamped, typewritten or printed or partly written, stamped, typewritten or printed.

9.03 COMPUTATION OF TIME:

Where a given number of day's notice, or notice extending over a period is required to be given under any provisions of the Articles or By-Laws of the Club, the day of service or posting of the notice of document shall not, unless it is otherwise provided, be counted in such number of days or other period.

9.04 PROOF OF SERVICE:

With respect to every notice or other document required to be served on a member, it shall be sufficient to prove that such notice was:

- a. if served by regular mail, deposited in a Canada Post mailbox postage paid and addressed to the most recent address provided by the member, or
- b. if served by email, sent to the most recent email address provided by the member.

Section 10

MISCELLANEOUS

10.01 CHEQUES, DRAFTS AND NOTES:

All Cheques, drafts, or orders for payment of money, and all notes and acceptances and bills of exchange, shall be signed by any two of the Commodore, Vice Commodore, Rear Commodores, Treasurer or one of the authorized employees of the Club. The authorized employees shall mean such employees as are authorized by resolution of the Executive Committee from time to time.

10.02 LIMITATION OF BORROWING AND PURCHASING POWERS:

The Borrowing Powers of the Club as set forth in the Articles of Continuance, may be exercised by the Executive Committee provided that the Executive Committee shall not borrow in excess of One Hundred Thousand Dollars (**\$100,000**) for unplanned capital asset funding, in any one fiscal year, without the approval of a Resolution of the General Membership passed at a General Membership Meeting. Fluctuations in short term debt under the authorized and approved Line of Credit shall not be considered borrowing that requires approval under this section.

All purchases in excess of Five Thousand Dollars (\$5,000) shall be approved by the Commodore, Vice Commodore and the Treasurer.

10.03 EXECUTION OF INSTRUMENTS:

Contracts, documents or instruments in writing requiring the signature of the Club may be signed by any two of the Commodore, Vice Commodore, Rear Commodores or Treasurer and all contracts, documents and instruments in writing so signed shall be binding upon the Club without any further authorization or formality for the period. The Executive Committee shall have power from time to time by resolution to appoint any officer or officers or person or persons, on behalf of the Club either to sign contracts, documents and instruments in writing.

The Corporate Seal of the Club may be affixed to contracts, documents and instruments in writing signed as aforesaid or by any officer or officers, person or persons, appointed as aforesaid by resolution of the Executive Committee Members but any such contract, document or instrument is not invalid merely because the Corporate Seal is not affixed.

10.04 FINANCIAL YEAR:

The financial year of the Club shall end on the 31st day of December and all accounts of the Club shall be closed on that date.

10.05 AUDITORS:

The Club shall at the Spring Annual Meeting elect Auditors of the accounts and expenditures of the Club for the financial year.

10.06 AMENDMENTS TO THE CONSTITUTION:

Amendments to the Articles of Continuance of the Club shall only be made by "special" resolution of the membership which requires that the resolution be passed by a majority of not less than two-thirds of the votes cast by the Members who voted in respect of that resolution. Amendments to the By-Laws of the Club may be made by a resolution of the Executive Committee which shall be subject to confirmation, rejection, or amendment by the Membership through an ordinary resolution at the next meeting of the Membership following the passage of the amending resolution by the Executive Committee. Such amendment by the Executive Committee is effective, subject to S. 166 of the Act, from the time of the Committee's resolution to the time of the Membership meeting at which it is considered, whether the amendment is confirmed or not.

The Executive Committee shall notify *all* Members of the Club, by posting on the RNYC Notice Board or email at least thirty (30) days prior to any meeting of the General Membership at which

an amendment will be considered, a copy of the resolution to be put forth to the General Membership of the Club stating the nature and details of the proposed amendment to the above Constatng documents of the Club.

10.07 RULES AND REGULATIONS:

Executive Committee may from time to time adopt such rules, policies and regulations in respect of the management and administration of the Club which may be included in the Members Handbook, Employee Policy and Procedures Manuals and Safety Plans or other instruments as it deems appropriate. The Executive may only make changes to the RNYC Handbook with 30 days notice given to membership by message board and email.

ENACTED this ____ day of _____ A..D. 2023 .

COMMODORE _____

VICE COMMODORE _____

REAR COMMODORE _____

WITNESS _____

APPENDIX 1 AMENDMENTS

November 2013, AGM (REV 1)

SECTION 2 MEMBERSHIP

Corporate Membership added

March 27, 2015, AGM (REV 2)

SECTION 2 MEMBERSHIP:

Junior Membership added

Changes to Honourary Membership List including additions and updates.

Holding Membership added

Description of Non-resident Membership revised

November 16, 2016 AGM (REV 3)

SECTION 2 MEMBERSHIP

Senior membership redefined and to be phased out over a 5 year period (2021)

March 26, 2021, AGM (REV 4)

SECTION 2 MEMBERSHIP

Addition of 4 new membership categories.

Dining Membership,

Facilities Membership,

Roving Membership and

Dry Sail Membership

SECTION 10.02 LIMITATION OF BORROWING POWERS

The borrowing powers of the Executive Committee increased to \$100,000.

April 26, 2023, AGM (REV 5)

SECTION 2 MEMBERSHIP

2.01 Applications For Membership

Revised to exclude Dining Membership from the application process”

Removed the requirement for the Executive Committee to have an actual meeting to consider membership application.

2.03 Life Member

Added unanimity of Executive for approval of a Life Member..

Specified that only the Life Member would be exempt from paying membership fees, however all other fees apply.

2.06 Honourary Member.

Clarified current titles of these members.

2.08 Junior Member

Revised to allow Junior Members to have charging and voting privileges and to be eligible to serve on the Executive.

2.09 Corporate Member.

Removed reference to adult learn to sail programs.

2.10 Dining Member

Revised Definition as follows: Any person who has reached the age of Nineteen (19) years may apply for a Membership “if he or she does not own or operate a boat that is normally docked within the headlands of Conception Bay

Added “and up to four guests”.

Deleted ability for Dining members to upgrade their membership to a Social or Full Membership.

2.14 Privileges of Membership

Added “Junior” to list of who can vote and hold office.

SECTION 3 EXECUTIVE COMMITTEE

3.01 Composition

Deleted the definition of Flag officers and moved to Section 5.01

SECTION 5 OFFICERS

5.01 Added Flag Officers Definition.

5.10 Treasurer

Changed to responsibilities rather than activities.

5.11 Secretary

Changed to responsibilities rather than activities.

SECTION 6 MEMBERSHIP MEETINGS

6.01 November Annual Meeting

Changed to “Fall Annual Meeting”.

6.02 Spring Annual Meeting

Changed to “Spring Annual Meeting”.

6.03 Special Meetings

Added “email”.

SECTION 7 DISCIPLINE

7.02 Disciplinary Allegation

Added Members are responsible for the actions of their guests. Allegations are to be submitted to the Secretary. Moved “Disciplinary Action” to the end of the Section.

SECTION 9 NOTICES

9.01 Service

Deleted royal mail and telecopier.

Added: Members are responsible for keeping the mail and email address current at the Club.

9.04 Proof of Service

Revised to clarify that the Clubs has fulfilled its responsibilities for providing Notice by sending the Notice to regular mailing address or email address provided by the member.

SECTION 10 MISCELLANEOUS

10.02 Limitations of Borrowing Powers

Added “Purchasing” to the Section Title.

Added “All purchases in excess of Five Thousand Dollars (\$5,000) shall be approved by the Commodore, Vice Commodore and the Treasurer”.

10.06 Amendments to the Constitution

Deleted “or signed by all the Members entitled to vote on that resolution”.

Revised to allow the posting of notices on the Notice Boards on the Club Website as well as the Club House.

10.07 Rules and Regulations

Added “which may be included in the Members Handbook, Employee Policy and Procedures Manuals and Safety Plans or other instruments as it deems appropriate “.

Added The Executive may only make changes to the Members Handbook with 30 days’ notice given to the membership by message board and email.