

**BROCKVILLE
YACHT CLUB
BY-LAW**

REVISED March 8th 2022

Being a By-law relating generally to the affairs of
BROCKVILLE YACHT CLUB
Be it enacted as a By-law of the Brockville Yacht Club
Hereinafter referred to as "the Club" as follows:

SECTION 1 HEAD OFFICE

1.1 The Head Office of the Club shall be in the City of Brockville, in the Province of Ontario, and at such place therein as the directors may from time to time determine.

SECTION 2 SEAL

2.1 The seal, an impression thereof is stamped in the margin hereof, shall be the corporate seal of the Club.

SECTION 3 BOARD OF DIRECTORS

3.1 The affairs of the Club shall be managed by a Board of at least twelve directors, each of whom at the time of his/her election and throughout his/her term of office, shall be a voting member of the Club in good standing. The election of the Board may be by a show of hands of voting members unless any voting member demands a ballot. Each Director shall be elected to hold office until the first Annual General Meeting after he/she shall have been elected or until his/her successor shall have been duly elected and qualified. The term of a Director in the Office of Past Commodore shall be for one year from the time of the Annual General Meeting. The whole Board shall retire at each Annual General Meeting, but its members shall be eligible for re-election if otherwise qualified.

3.2 The voting members of the Club may, by resolution passed by at least two thirds of the votes cast at a general meeting of which notice specifying the intention to pass such a resolution has been given, remove any Director before the expiration of his/her term of office, and may, by a majority of votes cast at that meeting, elect any person in his/her stead for the remainder of his/her term.

3.3 At least thirty days prior to the Annual General Meeting of members, the Board of Directors, shall appoint a nominating committee composed of three

voting members of the Club, two of whom shall be Past Commodores and the other an active member. The nominating committee shall propose a slate of not less than fourteen directors, including one Director in the Office of Past Commodore, each of whom shall have consented to act as a Director if elected to that office.

The nominating committee shall ensure that the proposed slate of directors shall have adequate management capability.

3.4 The proposed slate of directors shall be published with the notice of the Annual General Meeting.

3.5 In addition to the nominations to be made by the nominating committee any three voting members in good standing may nominate any member eligible for election. The nomination shall be in writing, include the names of the nominators, be signed by the nominee indicating his/her consent and submitted to the Secretary of the Club not less than seven clear days in advance of the Annual General Meeting.

3.6 Nominations - shall close at midnight on the eighth clear day in advance of the meeting.

SECTION 4 VACANCIES, BOARD OF DIRECTORS

4.1 Vacancies on the Board of Directors, however caused, may, so long as a quorum of directors remains in office, be filled by the directors from among the qualified members of the Club, if they shall see fit to do so, otherwise such vacancy shall be filled at the next annual meeting of the members at which the directors for the ensuing year are elected, but if there is not a quorum of directors, the remaining directors shall forthwith call a meeting of the members to fill the vacancy. If the number of directors is increased between the terms, a vacancy or vacancies, to the number of the authorized increase, shall thereby be deemed to have occurred, which may be filled in the manner above provided.

SECTION 5 QUORUM AND MEETINGS, BOARD OF DIRECTORS

5.1 A majority of the Directors shall form a quorum for the transaction of business. Except as otherwise required by law, the Board of Directors may hold its meetings at such place or places as it may from time to time determine. No formal notice of any such meeting shall be necessary if all the Directors are present or if those absent have signified their consent to the meeting being held

in their absence. Directors' meetings may be formally called by the Commodore or Vice-Commodore, or by the Secretary on direction in writing of two Directors. Notice of such meetings shall be delivered, telephoned or communicated by any other means, including electronic transmission, provided that such other means have been agreed to in advance by all the Directors then in office, to each Director not less than seven days before the meeting is to take place. The statutory declaration of the Secretary or Commodore that notice has been given pursuant to this By-law shall be sufficient and conclusive evidence of the giving of such notice. The Board may appoint a day or days in any month or months for regular meetings at an hour to be named and of such regular meeting no notice need be sent. A Directors' meeting may also be held, without notice, immediately following the Annual General Meeting of the Club. The Directors may consider or transact any business either special or general at any meeting of the Board.

SECTION 6 ERRORS IN NOTICE, BOARD OF DIRECTORS

6.1 No error or omission in giving such notice for a meeting of directors shall invalidate such meeting or invalidate or make void any proceedings taken or had at such meeting and any Director may at any time waive notice of any such meeting and may ratify and approve of any or all proceedings taken or had thereat.

SECTION 7 VOTING, BOARD OF DIRECTORS

7.1 Questions arising at any meeting of directors shall be decided by a majority of votes. In case of an equality of votes, the Commodore, in addition to his original vote, shall have a second or casting vote. All votes at any such meeting shall be taken by ballot if so demanded by any Director present, but if no demand were made, the vote shall be taken in the usual way by assent or dissent. A declaration by the Commodore that a resolution has been carried and an entry to that effect in the minutes shall be admissible in evidence as prima facie proof of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution. In the absence of the Commodore his duties may be performed by the Vice-Commodore or such other Director as the Board may from time to time appoint for the purpose.

SECTION 8 POWERS

8.1 The Directors of the Club may administer the affairs of the Club in all things and make, or cause to be made for the Club in its name, any kind of

contract, which the Club may lawfully enter into and, save as hereinafter provided, generally may exercise all such other powers and do all such other acts and things as the Club is by its charter or otherwise authorized to exercise and do.

8.2 Without in any way derogating from the foregoing, the directors are expressly empowered from time to time, to purchase, lease or otherwise acquire, alienate, sell, exchange or otherwise dispose of shares, stocks, rights, warrants, options and other securities, lands, buildings and other property, movable or immovable, real or personal, or any right or interest therein owned by the Club for such consideration and upon such terms and conditions as they may deem advisable.

SECTION 9 REMUNERATION OF DIRECTORS

9.1 The directors shall receive no remuneration for acting as such.

SECTION 10 OFFICERS OF THE CLUB

10.1 The officers of the Club shall be:

- | | |
|-------------------|------------------|
| 1. Commodore | 4. Fleet Captain |
| 2. Vice-Commodore | 5. Treasurer |
| 3. Rear Commodore | 6. Secretary |

and such other officers as the Board of Directors may determine by By-law from time to time. The Commodore, Vice-Commodore and Rear Commodore shall be elected by the Board of Directors from among their number at the first meeting of the Board after the annual election of such Board of Directors, provided that any default of such election, the then incumbents, being members of the Board, shall hold office until their successors are elected. The other officers of the Club need not be members of the Board and in the absence of written agreement to the contrary, the employment of all such other officers shall be settled from time to time by the Board.

SECTION 11 DUTIES OF OFFICERS

11.1 THE COMMODORE: It shall be the duty of the Commodore to preside at all meetings of the Club, to take command of the fleet, to enforce the By-laws, rules and regulations.

- 11.2 THE VICE-COMMODORE: It shall be the duty of the Vice-Commodore to officiate in the absence of the Commodore, and to assist that Officer in the discharge of his/her duties.
- 11.3 THE REAR-COMMODORE: It shall be the duty of the Rear Commodore to officiate in the absence of the Commodore and Vice-Commodore, and to assist these officers in the discharge of their duties.
- 11.4 THE FLEET CAPTAIN: It shall be the duty of the Fleet Captain to superintend all racing/cruising activities of the Club.
- 11.5 THE SECRETARY: It shall be the duty of the Secretary to:
- (a) Keep minutes of the meetings of the Club and of the Board of Directors and of the Executive Committee in books provided for that purpose, and to have the custody of reports and documents of the Club.
 - (b) Keep the records of the Club's Constitution and By-laws including all amendments.
 - (c) Keep the roll of the members with the date of their admission.
 - (d) Receive applications for membership, transmit same to the directors and post a list thereof in the records of the Club.
 - (e) Notify each new member admitted of his/her admission to membership.
 - (f) Conduct the correspondence of the Club, and give notice of all meetings of the Club.
 - (g) Notify members of their election to office and of their appointment to serve on various committees, and in general to attend to any other business appertaining to the Board.
- 11.6 THE TREASURER: It shall be the duty of the Treasurer to:
- (a) Collect all monies and deposit them in a bank approved by the Club, and to pay by cheque all bills authorized by the Club.
 - (b) Keep the accounts of the Club and report thereon at regular meetings of the directors, or whenever required to do so. The Treasurer shall arrange an audit of the accounts prior to the Annual General Meeting and shall submit a detailed statement of the financial transactions of the preceding year at such meeting.

- (c) If deemed appropriate, appoint an employee to carry out those duties of a routine nature. The Board shall establish the employee's terms of employment.

11.7 OTHER OFFICERS: The duties of all other officers of the Club shall be such as the terms of their appointment call for or as required by the Commodore.

SECTION 12 INDEMNITY

12.1 Every Director, Manager, Secretary and other Officer or servant of the Club shall be indemnified by the Club against, and it shall be the duty of the directors, out of the funds of the Club, to pay all costs, losses and expenses, including traveling expenses which any such Officer may incur or become liable to pay by reason of any contract entered into or act or things done by him/her as such Officer or servant or in any way in the discharge of his duties.

12.2 No Director or other Officer of the Club shall be liable for the acts, receipts, neglects or defaults of any other Director or Officer or for joining in any receipt or other act for conformity or for any loss or expense suffered by the Club through the insufficiency or deficiency of title to any property acquired by order of the directors for or on behalf of the Club or for the insufficiency or deficiency of any security in or upon which any of the monies of the Club shall be invested or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any monies, securities or effects may be deposited or for any other loss, damage or misfortune whatever which shall happen in the execution of the duties of his/her office or in relation thereto unless the same are occasioned by his/her own willful neglect or default.

SECTION 13 EXECUTION OF DOCUMENTS

13.1 Deeds, transfers, licenses, contracts and engagements on behalf of the Club shall be signed by either the Commodore or Vice-Commodore and by the Secretary or Treasurer, and the Secretary or Treasurer shall affix the seal of the Club to such instruments as require the same.

13.2 Contracts in the ordinary course of the Club's operations may be entered into on behalf of the Club by any one of the Commodore, Vice-Commodore, Rear Commodore or Treasurer.

13.3 The Commodore, Vice-Commodore, Secretary and Treasurer, or any two

of them, may transfer any and all shares, bonds or other securities from time to time standing in the name of the Club in its individual or any other capacity or as Trustee or otherwise and may accept in the name and on behalf of the Club transfers of shares, bonds or other securities from time to time transferred to the Club, and may affix the corporate seal to any such transfers or acceptances of transfers, and may make, execute and deliver under the corporate seal any and all instruments in writing necessary or proper for such purposes, including the appointment of any attorney or attorneys to make or accept transfers of shares, bonds or other securities on the books of any company or corporation.

13.4 Notwithstanding any provisions to the contrary contained in the By-laws of the Club, the Board of Directors may at any time by resolution direct the manner in which, and the person or persons by whom, any particular instrument, contract or obligations of the Club may or shall be executed.

SECTION 14 BOOKS AND RECORDS

14.1 The directors shall see that all necessary books and records of the Club required by the By-laws of the Club or by any applicable statute or law are regularly and properly kept.

SECTION 15 NOMINATION AND ADMISSION

15.1 Each applicant for membership must apply in writing on the prescribed form and must be proposed by two voting members of the Club in good standing. The application must be accompanied by a cheque for the annual membership fee and the membership initiation fee, where applicable. Application for membership shall be considered for approval by the Board of Directors.

15.2 The Board of Directors may by resolution, admit the applicant to membership or refuse to do so, or it may direct that the admission to membership of any applicant be decided by ballot by the voting members and it shall direct the manner of taking the ballot.

15.3 In the event that the applicant's application for membership is not approved, the applicant's money shall be refunded.

15.4 Applications for transfer of members from one class of membership to another must be made in writing and be approved by the Board of Directors.

SECTION 16 MEMBERSHIP CLASSES

There shall be the following classes of members in the Club:

16.1 SENIOR MEMBER - a Senior Member shall be 18 years of age or more shall enjoy all the facilities and privileges of the Club and shall be eligible to hold office and entitled to vote at any meeting of members of the Club.

16.2 FAMILY MEMBER – a family membership shall consist of a Senior Member, spouse and any children less than 18 years of age. The Senior Member shall enjoy all the facilities and privileges of the Club, and shall be eligible to hold office and entitled to vote at any meeting of members of the Club. The spouse shall enjoy all the facilities of the Club except the wet mooring of a boat thereat but shall not be entitled to vote at any meeting of members of the Club, except in the absence of the Senior Member, the spouse may exercise the Senior Member's voting privileges at any meeting of members of the Club. Either the Senior Member or the spouse shall be eligible to hold office. The children under 18 years of age shall enjoy the facilities and privileges as defined for Junior Member. Upon reaching 18 years of age, a child of a Family Member must become an Intermediate Member or a Senior Member or must leave the Club.

16.3 INTERMEDIATE MEMBER - an Intermediate Member shall be at least 18 years of age and not more than 21 years of age, except that a student in full-time and continuous attendance at any school or university, may hold intermediate membership, notwithstanding that he/she has attained 21 years of age. An Intermediate Member shall be entitled only to dry sailing privileges for the operation of his/her own boat but shall otherwise be entitled to enjoy all facilities of the Club but shall not be entitled to hold office or to vote at any meeting of members of the Club.

16.4 JUNIOR MEMBER - a Junior Member shall be less than 18 years of age and shall be entitled only to dry sailing privileges for the operation of his/her own boat but otherwise shall be entitled to enjoy all the facilities of the Club, except those posted, but shall not be entitled to hold office or to vote at any meeting of members of the Club.

16.5 SENIOR ASSOCIATE MEMBER - a Senior Associate Member shall be 18 years of age or more and shall be entitled to enjoy all the facilities of the Club except wet mooring or dry sailing privileges and overnight use of Smith Island and shall not be entitled to hold office or to vote at any meeting of members of the Club.

16.6 FAMILY ASSOCIATE MEMBERSHIP - a family associate membership shall consist of a Senior Associate Member, spouse and any children under 18 years of age, each of whom shall be entitled to enjoy all the facilities of the Club except wet mooring or dry sailing privileges required for the operation of his/her/their own boat(s) thereat, overnight use of Smith Island, and shall not be entitled to hold office or to vote at any meeting of members of the Club.

16.7 SUSTAINING MEMBER - a Sustaining Member is one who has been a Senior Member in good standing and desires to become temporarily inactive while retaining a connection with the Club. A Sustaining Member shall have the same rights and privileges as privileged persons and visitors but shall not be entitled to hold office or vote at any meeting of members of the Club. A Sustaining Member may revert to Senior Membership by paying all current membership fees.

16.8 NON-RESIDENT MEMBER - a Non-Resident Member is one who resides more than sixty kilometers in direct line from the Clubhouse. A Non-Resident Member shall be entitled to use the Club for social activities only but shall not be entitled to hold office or to vote at any meeting of members of the Club.

16.9 HONORARY MEMBER – An Honorary Member shall be appointed as such by the directors of the Club in recognition of an outstanding contribution to the welfare of the Club. The appointment shall be for a term to expire at the next Annual General Meeting. An Honorary Member and spouse shall enjoy all the facilities of the Club but shall not be entitled to hold office or to vote at any meeting of members of the Club.

16.10 HONORARY LIFE MEMBER – An Honorary Life Member shall be appointed as such by the directors of the Club in special recognition of an outstanding long-term contribution, or a single extraordinary contribution to the welfare of the Club. The appointment shall be for life. An Honorary Member and spouse shall enjoy the privileges of a Senior or Family member. Nominations for such membership may be presented to the Board of Directors by any voting member for their approval and subsequent conformation by the membership at the next AGM. Only one such nomination may be considered per calendar year.

16.11 A member in good standing is one who has paid all outstanding fees and charges and who is not suspended.

SECTION 17 FEES

17.1 Entrance fees, annual dues and any special assessments shall be fixed from time to time by a resolution of the Board of Directors, such resolutions to become effective only when confirmed by a vote of the voting members at an Annual General Meeting or Special General Meeting.

17.1a In the event of a force majeure or similar event resolutions passed in accordance with 17.1 shall be effective when passed and shall have force only until the next Annual General Meeting of the Club and if not confirmed thereat, shall from that time cease to have any force.

17.2 Membership initiation fees are payable once only if Club membership is continuous. Membership initiation fees are waived for continuing members reclassifying from Junior or Intermediate membership to Senior or Family membership or for a spouse in a Family membership changing to Senior membership.

17.3 (a) Harbour Initiation Fee - Wet Mooring

This fee shall be payable once only with continuous membership and the payment becomes due when the member is first assigned a wet mooring.

(b) Harbour Initiation Fee - Dry Mooring

This fee shall be payable once only with continuous membership and the payment becomes due when the member is first assigned a dry mooring.

(c) Members changing from a dry mooring to a wet mooring are liable only, with continuous membership, for the difference between dry mooring and wet mooring harbour initiation fees and the additional payment becomes due when the member is first assigned a wet mooring.

(d) Members changing from a wet mooring to a dry mooring are neither liable for any additional fee nor entitled to any refund.

(e) Members holding or acquiring a wet mooring and a dry mooring at the same time shall be liable for the harbour initiation fee for both a wet mooring and a dry mooring.

17.4 The following membership fees shall apply to members joining the Club after the normal membership billing date:

\$	Up to and including July 31.....	Full fees
\$	August 1 to August 31 inclusive.....	Half fees
\$	September 1 to November 30 inclusive.....	Quarter fees

SECTION 18 ANNUAL AND SPECIAL MEETINGS OF MEMBERS

18.1 The Annual General Meeting or any Special General Meeting of the members shall be held at the Head Office of the Club or elsewhere in Ontario as the Board of Directors may determine and on such day as the said Board of Directors shall appoint. At every annual meeting in addition to any other business that may be transacted, the report of the directors, the financial statement and the report of the auditors shall be presented and a Board of Directors elected and auditors appointed for the ensuing year.

18.2 The Board of Directors or the Commodore or the Vice-Commodore shall have power to call at any time a Special General Meeting of the members of the Club. Any twenty voting members in good standing may request the Board of Directors, in writing, to call a Special General Meeting of the members of the Club and the Board of Directors shall call such a Special General Meeting within twenty-eight days of receipt of the request. No public notice or advertisement of members' meetings, annual or general, shall be required, but notice of the time and place and purpose of every such meeting shall be given to each member by sending the notice by prepaid post at least fourteen days before the time fixed for the holding of such meeting.

SECTION 19 QUORUM OF MEMBERS

19.1 A quorum for the transaction of business at any meeting of members shall consist of not less than twenty voting members present.

SECTION 20 VOTING MEMBERS

20.1 Subject to the provisions of Section 16 and Section 19 of this By-law, each Senior member of the Club shall at all meetings of the members be entitled to one vote. No member shall be entitled to vote at meetings of the Club unless he/she has paid all dues or fees, if any, then payable by him/her. At all meetings of the members every question shall be decided by a majority of the votes of the voting members present in person, unless otherwise required by the By-laws of the Club, or by law. Every question shall be decided in the first instance by a show of hands unless any voting member demands a poll. Upon a show of hands, every member having voting rights shall have one vote, and unless a poll

be demanded, a declaration by the chairman that a resolution has been carried or not carried and an entry to that effect in the minutes of the Club shall be sufficient evidence of the fact without proof of the number or proportion of the votes accorded in favour of or against such resolution. The demand for a poll may be withdrawn, but if a poll be demanded and not withdrawn, the question shall be decided by a majority of votes given by the voting members present, and such poll shall be deemed the decision of the Club in general meeting upon the matter in question. A request for a recorded vote must be honored. In case of an equality of votes at any general meeting, whether upon a show of hands or at a poll, the chairman shall be entitled to a second or casting vote.

SECTION 21 FINANCIAL YEAR

21.1 The fiscal year of the Club shall terminate on the thirtieth day of November in each year.

SECTION 22 SIGNING AUTHORITIES/BANKING

22.1 All cheques, bills of exchange or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Club, shall be signed by such officers or agents of the Club and in such manner as shall from time to time be determined by resolution of the Board of Directors and any one of such officers or agents may alone endorse notes and cheques for deposit with the Club's bankers for the credit of the Club, or the same may be endorsed "for collection" or "for deposit" with the bankers of the Club by using the Club's rubber stamp for the purpose. Any one of such officers or agents so appointed may arrange, settle, balance and certify all books and accounts between the Club and the Club's bankers and may receive all paid cheques and vouchers and sign all of the bank's form or settlement of balances and release or verification slips.

SECTION 23 DEPOSIT OF SECURITIES FOR SAFEKEEPING

23.1 The securities of the Club shall be deposited for safekeeping with one or more bankers, trust companies or other financial institutions to be selected by the Board of Directors. Any and all securities so deposited may be withdrawn, from time to time, only upon the written order of the Club signed by such Officer or officers, agent or agents of the Club and in such manner as shall from time to time be determined by resolution of the Board of Directors and such authority may be general or confined to specific instances. The institutions which may be

so selected as custodians by the Board of Directors shall be fully protected in acting in accordance with the direction of the Board of Directors and shall in no event be liable for due application of the securities so withdrawn from deposit or the proceeds thereof.

SECTION 24 NOTICE

24.1 Whenever under the provisions of the By-laws of the Club, notice is required to be given, such notice may be given either personally or by depositing same in a post office or a public letter-box, in a postpaid, sealed wrapper addressed to the Director, Officer or member at his/her last address as the same appears on the books of the Club. A notice or other document so sent by post shall be held to be sent at the time when the same was deposited in a post office or public letterbox as aforesaid. For the purpose of sending any notice, the address of any member, Director or officer shall be his last address as recorded on the books of the Club.

SECTION 25 BORROWING

The directors may from time to time:

25.1 Borrow money on the credit of the Club provided that the maximum outstanding debt of the Club shall not exceed 70% of the previous years budget without approval given at an Annual General Meeting or Special General Meeting of members called for that purpose.

25.2 Issue, sell or pledge securities of the Club.

25.3 Charge, mortgage, hypothecate or pledge all or any of the real or personal property of the Club, including book debts, rights, powers, franchises and undertakings, to secure any securities or any money borrowed, or other debt, or any other obligations or liability of the Club.

SECTION 26 PAYMENT OF ACCOUNTS

26.1 A member's account is due when rendered.

26.2 A member's account becomes past due and in arrears if unpaid 30 days after the account is rendered.

26.3 A service charge of 24% per annum, calculated at 2% per month, simple interest, may be levied on members' past due accounts.

26.4 If unpaid 60 days after an account is rendered and after a second and final notice is issued with no response, the Secretary may post the member's name on one or more notice boards on the Club's property.

26.5 A member whose name has been posted under Sub-Section 26.4 shall not be allowed to take part in any proceedings of the Club or vote on any subject connected therewith, or avail himself of the facilities of the Club in any way until payment of all arrears has been made.

26.6 If the name of a member posted under Sub-Section 26.4 remains on the posted list for more than fourteen days with no response from the member, the Board of Directors may remove his/her name from the list of members without in any way relieving him/her of his/her liability to the Club.

26.7 Any member whose name has been removed from the list of members under Sub-Section 26.4 above may, on payment of all unpaid fees, dues or assessments, be reinstated by a resolution of the Board of Directors.

SECTION 27 MISCONDUCT OF MEMBER

27.1 Should the conduct of any member, either in or out of the Club, be, in the opinion of the Board of Directors (or of any ten members of the Club who shall certify the same to the Board of Directors in writing), injurious to the character and interest of the Club, or should any member persistently refuse to abide by the By-laws, rules or regulations of the Club, the Board of Directors may request such member to resign; and should he/she not resign within fourteen days of the mailing to him/her at his/her last address as shown on the books of the Club of a prepaid registered letter containing such request, the Secretary shall notify the member of the Board of Directors' meeting at which his/her expulsion is to be considered and he/she shall be permitted to attend and be heard. Thereafter the Board of Directors (of whom not less than nine must be present) shall be empowered to remove his/her name from the list of members. Notification of such expulsion shall be forwarded to the member by prepaid registered letter.

SECTION 28 RESIGNATIONS

28.1 Any member wishing to resign from the Club must give notice in writing to that effect to the Secretary. The member shall then be allowed to withdraw on payment of all arrears for subscription, assessments, unpaid accounts and dues of all kinds. A member who fails to respond to a request for clarification of his/her membership intention will be considered to have resigned from the Club.

SECTION 29 PRIVILEGED PERSONS AND VISITORS

29.1 Any member may, upon application to the Secretary, have the privilege of introducing a friend or relative whose residence and, if applicable, whose principal place of business are both beyond sixty kilometers direct distance from the Club, as a privileged person of the Club for a period not exceeding two weeks. No person shall be admitted under this By-law more than once in the same year. The names of privileged persons, with the duration of their privilege, shall be posted in a conspicuous part of the Club. The admission of any privileged person may be extended for a further period with the consent of the Board of Directors. A privileged person shall be entitled to all the facilities of the Club.

29.2 No privileged person or visitor shall introduce a friend to the Club or attend Club meetings.

The member introducing a privileged person or visitor shall be answerable for any debt the privileged person or visitor may incur to the Club during such period and for any damage done by a privileged person or visitor to any of the Club's property.

29.3 Any member may, upon application to the Secretary, have the privilege of introducing a friend (or relative?) as a visitor to the Club. A visitor may be introduced to the Club on three occasions per year and each visit must be registered in the book provided at the Club premises. A visitor shall be entitled to all the facilities of the Club.

29.4 The facilities of the Club will be extended to visiting members of any recognized Yacht Club.

SECTION 30 CLUB FLAG AND COLOURS

30.1 The Club flag (Burgee) shall be a pennant divided horizontally in two colours, the upper half white and the lower half blue, and superimposed on the center of this triangle shall be a Maltese Cross in golden yellow. The Club

colours shall be Royal Blue, Golden Yellow and White.

SECTION 31 CHANGING BY-LAWS

31.1 Except as otherwise provided in this By-law, the directors may from time to time repeal, amend or re-enact this and any other By-law of the Club, but such changes, unless in the meantime confirmed at a general meeting of the members duly called for the purpose, shall have force only until the next Annual General Meeting of the Club and if not confirmed thereat, shall from that time cease to have any force.

SECTION 32 WAIVER OF NOTICE

32.1 Any member, Director, Officer or auditor, except as otherwise provided in the By-laws, may waive any notice required to be given under any provisions of the Letters Patent or By-laws of the Club or of The Clubs Act and such waiver, whether given before or after the meeting or other event of which notice is required to be given, shall cure any default in giving such notice.

SECTION 33 INTERPRETATION

33.1 In this By-law of the Club hereafter passed unless the context otherwise requires, words importing the singular number or the masculine gender shall include the plural number or the feminine gender, as the case may be and vice versa, and reference to persons shall include firms and corporations.

SECTION 34 INSURANCE

34.1 Every member of the Brockville Yacht Club who is entitled to have a vessel at the Club is required to have insurance on any and all vessels he/she brings onto the Club property or moors at the Club docks. The type and level of insurance will be set and updated by the Board of Directors from time to time. The member is required to submit written proof of the insurance to the Club. The acceptability of the insurance and the proof of the insurance will be determined by the Board of Directors.

SECTION 35 EFFECTIVE DATE

35.1 Effective Date: Upon this By-law coming into force, By-laws 1 to 8 inclusive of the Club are repealed provided that such repeal shall not affect the previous operation of any such By-law so repealed or affect the validity of any act done or right, privilege, obligation or liability acquired or incurred under the validity of any contract or agreement made pursuant to any such By-law prior to its repeal. Any officers or persons acting under such By-law so repealed shall continue to act as if appointed under the provisions of this By-law and all resolutions of the Share Holders or Board with continuing effect passed under such repealed By-law shall continue good and valid except to the extent inconsistent with this By-law and until amended or repealed.

Passed by the Board of Directors and sealed with the corporate seal this
(8th) of (March), (2022).

COMMODORE _____

SECRETARY _____

CONFIRMED by the members of the Corporation
This *(9th) of (March), (2022).*

Commodore

Secretary