

By-Law Number 2 of the
WATERLOO CYCLING CLUB

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WHEREAS the Corporation has entered into a Stewardship Agreement dated May 1, 2009 with The Regional Municipality of Waterloo with respect to the establishment and on-going operations of the mountain bike trail network known as the WCC Trails located in The Regional Municipality of Waterloo;

AND WHEREAS the Board has previously by resolution created the Trails Committee to manage all business and operations and aspects of the WCC Trails;

AND WHEREAS the members of the Corporation wish that a new By-Law Number 2 be enacted in order to confirm the establishment of the Trails Committee and to empower the Trails Committee to manage and direct all aspects of the WCC Trails as more particularly contemplated in this By-Law;

BE IT ENACTED as By-Law Number 2 of the Corporation as follows:

1. INTERPRETATION

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

- (a) "Act" means the *Corporations Act*, R.S.O. 1990, and includes the Regulations made pursuant thereto;
- (b) "Board" means the Board of Directors of the Corporation;
- (c) "By-Laws" means all By-laws, including special By-laws of the Corporation as amended from time to time;
- (d) "Club" means the Waterloo Cycling Club comprising the Members of the Club from time to time and located at Waterloo, Ontario;
- (e) "Corporation" means Waterloo Cycling Club;
- (f) "Documents" includes deeds, mortgages, hypothecs, charges, conveyances, transfers and assignments of property, real or personal, immovable or movable, agreements, releases, receipts and discharges for the payment of money or other obligations, conveyances, transfers and assignments of shares, bonds, debentures, or other securities and all paper writings;
- (g) "Letters Patent" means the Letters Patent of the Corporation issued March 13, 2002, together with any supplementary Letters Patent issued in connection with the Corporation;
- (h) "Member" means the holder of a membership in the Corporation;
- (i) "Person" means an individual, a body corporate, or a trustee, executor, administrator or other legal representative;
- (j) "Trails Committee" shall have the meaning ascribed to it in Article 2 below;
- (k) "Stewardship Agreement" means the agreement entered into by the Corporation with The Regional Municipality of Waterloo dated May 1, 2009 and any successor or replacement agreement thereof; and,

- (l) "WCC Trails" means the trail network forming the subject matter of the Stewardship Agreement.
- 1.2 **Construction:** For all purposes of this By-law, except as otherwise provided or as the context otherwise requires:
- (a) the table of contents and headings are inserted for convenience of reference only and shall not affect the meaning of construction;
 - (b) words importing the singular include the plural and vice versa; and words importing the masculine gender include the feminine or neuter and vice versa;
 - (c) all dollar amounts are expressed in Canadian dollars;
 - (d) a reference to an entity includes any entity that is a successor to such entity;
 - (e) the word "including", when following any general term or statement, is not to be construed as limiting the general term or statement to the specific items or matters set forth or to similar items or matters, but rather as, referring to other items or matters that could reasonably fall within the broadest possible scope of the general term or statement;
 - (f) a reference to a statute or code includes every regulation made pursuant thereto, all amendments to the statute or code or to any such regulation in force from time to time and any statute, code or regulation which supplements or supersedes such statute, code or any regulation;
 - (g) a reference to "approval", "authorization" or "consent" of an entity means the written approval, written authorization or written consent of the entity; and,
 - (h) all references to designated "Articles", "Sections" and other subdivisions are to designated Articles, Sections and other subdivisions of this By-law unless stated otherwise.
- 1.3 **Severability:** Each provision of this By-law is intended to be severable and if any provision is illegal or invalid in any jurisdiction this shall not affect the validity of such provision in any other jurisdiction or the validity of the remainder.
- 1.4 All the words and terms appearing in this By-law shall have the same definitions and application as in the Act, unless the context otherwise requires.
- 1.5 **Strict Performance of Covenants:** Time is of the essence of the performance of every obligation under this By-Law and no failure or lack of diligence by any party in proclaiming or seeking redress for any violation of, or insisting on strict performance of any provision of this By-Law shall prevent a subsequent violation of the provision, or any other provision, from giving rise to any remedy that would be available if it were an original violation of that provision or any other provision.

2. TRAILS COMMITTEE

- 2.1 **Creation of the Trails Committee:** The Corporation hereby creates a committee of members to be known as the Trails Committee to manage and supervise all business, affairs, aspects and operations of the WCC Trails as more particularly contemplated in the Stewardship Agreement or otherwise. The powers and duties of the Trails Committee shall include, without limitation, the following:
- (a) managing all aspects of the design, construction and maintenance of the WCC Trails from time to time including, without limitation, creation of new trails, re-routing existing trails and closing trails;
 - (b) completing all on-going reporting obligations to The Regional Municipality of Waterloo as required from time to time under the provisions of the Stewardship Agreement;
 - (c) to complete any and all consultation that The Regional Municipality of Waterloo may require from time to time under the provisions of the Stewardship Agreement or otherwise;
 - (d) managing all sponsorship opportunities directly associated with the WCC Trails, monetary or donations in kind received for use on or at the WCC Trails and any other monies received by the

Corporation for the express purpose of the WCC Trails and managing the disbursement of funds received from such sources; and,

- (e) managing all facets of any and all applications to the Trillium Foundation of Ontario, or its successor, for capital grants or other funding relating to the WCC Trails, including, without limitation, prioritizing spending priorities and managing funds disbursement.
- 2.2 **Composition of Trails Committee:** The Trails Committee shall be composed of a number of Members between FOUR (4) and FIFTEEN (15).
- 2.3 **Must be Member:** No person shall be a member of the Trails Committee unless he is a Member, and if a member of the Trails Committee ceases to be a Member, he thereupon ceases to be a member of the Trails Committee.
- 2.4 **Initial Members on Trails Committee:** The Trails Committee shall be initially comprised of the following individuals who are all members of the Corporation. Charles Hammell shall be the initial Chairman of the Trails Committee and shall continue as Chairman until he resigns or is replaced by the Trails Committee:
- (a) Charles Hammell - Chairman
 - (b) Ron Head
 - (c) Igor Dragoslavac
 - (d) Brent Thomlinson
 - (e) Glen Johannesson
 - (f) Andy Cox
 - (g) Rob Sutherland
 - (h) Scott Simpson
 - (i) Ron Donaldson
 - (j) Brent Ellis
 - (k) Marty Mayr
- 2.5 **Board Member at Large:** The Board may from time to time appoint a board member at large to the Trails Committee upon prior written notice to the Trails Committee.
- 2.6 **Resignation:** A member of the Trails Committee may resign upon giving a written resignation to the Corporation and the other members on the Trails Committee and such resignation becomes effective when received by the Corporation or at the time specified in the resignation, whichever is later.
- 2.7 **Vacancies:** Where a vacancy occurs on the Trails Committee, a quorum of the Trails Committee shall appoint a person to fill the vacancy. If the number of Trails Committee members falls below four (4) members, the Board shall appoint suitable members to the Trails Committee to ensure the required minimum number of committee members is appointed.

3. MEETINGS OF TRAILS COMMITTEE

- 3.1 **Calling of Meetings:** Meetings of the Trails Committee shall be held from time to time as such place, at such time and on such day as the Chairman or any two (2) committee members may determine, and the Chairman shall call meetings. Notice of every meeting so called shall be given to each committee member no less than seven (7) days (excluding any part of a Sunday and of a holiday as defined in the *Interpretation Act*) before the time when the meeting is to be held, except that no notice of meeting shall be necessary if all the committee members are present or if those absent have waived notice of or otherwise signified their consent to the holding of such meeting.
- 3.2 **Regular Meetings:** The Trails Committee may appoint a day or days in any month or months for regular meetings at a place and hour to be named.

- 3.3 **Notice:** Notice of Trail Committee meetings shall be delivered, mailed, transmitted by facsimile, transmitted by electronic mail, or telephoned to each committee member.
- 3.4 **Quorum:** A majority of the total number of Trails Committee members constitutes a quorum at any meeting of the Trails Committee.
- 3.5 **Chairman:** The chairman of each meeting of the Trails Committee shall be the Chairman, or in his absence by the attending members of the Trails Committee.
- 3.6 **Votes to Govern:** At all meetings of the Trails Committee, every question shall be decided by a majority of the votes cast on the question. At all meetings of the Trails Committee, every question shall be decided by a show of hands unless a poll on the question is required by the Chairman or requested by a committee member.
- 3.7 **Casting Vote:** In the case of an equality of votes on any question at a meeting of the Trails Committee, the Chairman of the meeting shall be entitled to a second or casting vote.
- 3.8 **Others Present:** Such others as the Trails Committee may from time to time by resolution determine, shall be entitled, in the same manner and to the same extent as a committee member, to notice of, and personally or by his delegate to attend and to speak at, meetings of the Trails Committee, but shall not be entitled to vote thereat.

4. LIAISON BETWEEN THE BOARD AND THE TRAILS COMMITTEE

- 4.1 **Annual Report to the Board:** The Chairman of the Trails Committee shall attend a board meeting of the Board annually to advise the Board of the status of the WCC Trails and any other business or matters which the Board may request information on in writing to the Chairman of the Trails Committee prior to such meeting.
- 4.2 **Execution of Documents:** The Board shall cause the President of the Corporation to execute all documents related to the WCC Trails that the Trails Committee, acting reasonably, shall require be executed from time to time.

5. WCC TRAILS SEGREGATED BANKING ARRANGEMENTS

- 5.1 All monies received by the Corporation on account of the WCC Trails, including, without limitation, by way of direct sponsorship of the WCC Trails, donations or grant funding from any statutory body or private corporation or individual shall be accounted for on a restricted funds segregated basis and shall be disbursed in accordance with the majority decisions of the Trails Committee. Immediately after passage of this By-Law, the Treasurer of the Corporation shall open a new bank account in the name of the Corporation for such restricted funds.
- 5.2 Banking business of the Corporation directly related to the WCC Trails through the account outlined in paragraph 5.1 above, or any part thereof, with its bank, shall be carried on by any two (2) of the President, Treasurer or two (2) members of the Trails Committee duly appointed by the Trails Committee.

6. REMUNERATION AND INDEMNIFICATION

- 6.1 **Remuneration:** The members of the Trails Committee shall not be entitled to remuneration for acting as a committee member. Notwithstanding the foregoing, committee members may be paid such sums in respect of their out-of-pocket expenses incurred in respect of the performance by them of their duties as the Trails Committee may from time to time determine.
- 6.2 **Limitation of Liability:** No member of the Trails Committee shall be liable for the acts, receipts, neglects or defaults or any other person, or joining in any receipt of other Act or conformity, or for any loss, damage or expense happening to the Corporation through the insufficiency or deficiency of title to any property

acquired for or on behalf of the Corporation, or for the insufficiency or deficiency of any security in or upon which any of the monies of the Corporation shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or tortious acts of any person with whom any of the monies, securities or effects of the Corporation shall be deposited, or for any loss occasioned by any error of judgment or oversight on his part, or for any other loss, damage or misfortune whatever which shall happen in the execution of the duties of his office or in relation thereto, unless the same are occasioned by his own wilful neglect or wilful default.

- 6.3 **Indemnity of Trail Committee Members:** Every Trails Committee member, every former Trails Committee member, and his heirs and legal representatives shall, from time to time, be indemnified and saved harmless by the Corporation from and 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 member of the Trails Committee if:
- (a) he acted honestly and in good faith with a view to the best interests of the Corporation; 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.

7. NOTICES

- 7.1 **Method of Giving Notice:** Unless otherwise provided in this By-Law, any notice, communication or other document to be given by the Corporation under any provision of the Act, the Letters Patent or By-Laws shall be sufficiently given if delivered personally to the person to whom it is to be given, or if delivered to his recorded address or if mailed to him at his recorded address by any means of any prepaid transmitted or recorded communication. A notice so delivered shall be deemed to have been given when it is delivered personally or delivered to the recorded address as aforesaid; a notice so mailed shall be deemed to have been given when deposited in a post office or public letter box in Canada and shall be deemed to have been received on the third day after so depositing with an appropriate communication company or agency or its representative for dispatch.
- 7.2 **Computation of Time:** In computing the date when notice must be given under a provision of the Letters Patent or By-Laws requiring a specified number of days notice of any meeting or other event, the date of giving the notice shall, unless otherwise provided, be included.
- 7.3 **Omissions and Errors:** The accidental omission to give any notice to any member of the Trails Committee, or the non-receipt of any notice by any member or any error in any notice not affecting the substance thereof shall not invalidate any action taken at any meeting held pursuant to such notice or otherwise founded thereon.
- 7.4 **Signatures to Notice:** The signatures to any notice to be given by the Corporation may be written, stamped, typewritten or printed or partly written, stamped typewritten or printed.

8. **EFFECTIVE DATE**

- 8.1 The By-law shall come into force without further formality upon its enactment by the members of the Corporation and shall remain in effect without amendment until revoked or amended, as the case may be, by a resolution passed by more than eighty-five percent (85%) of the votes cast.

Enacted as By-law Number 2 by the Directors and ratified by the Members of the Corporation at a meeting duly called and regularly held and at which a quorum of members was present on the 5th day of January, 2010.

Chairman
