



## **Bylaws of the Saskatoon CarShare Co-operative Ltd.**

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## 1. Definitions

In these and all other Bylaws of the Co-operative, unless the context otherwise requires or specifies:

- a) Act means *The Co-operatives Act, 1996*;
- b) "Board" or "Board of Directors" or "Director" means the duly constituted board of directors of the Co-operative;
- c) "SCC" means the Saskatoon CarShare Co-operative Ltd.;
- d) "Member share" or "Membership share" refers to the money given to the Co-operative by the member upon joining the Co-operative;
- e) "Policy manual" refers to the Saskatoon CarShare Co-operative policy manual given to a member upon joining the Co-operative which defines all policies and rules governing membership within the Co-operative;
- f) "Agreement" or "Contract" refers to the Saskatoon CarShare Co-operative driving agreement which is the legal contract between the Co-operative and the member;
- g) "Member" refers to the applicant who has been approved by the Board to join the Saskatoon CarShare Co-operative, and has signed the contract and paid the prescribed fees;
- h) "AGM" refers to Annual General Meeting;
- i) Wording importing the masculine gender shall include the feminine, and words importing the singular shall include the plural and vice versa; and
- j) All terms contained in the Bylaws but not herein defined and which are defined in the Act shall have the meanings given to them by The Act.
- k) "Office of profit" refers to a paid staff position or a contracted service provider.
- l) "Person" means an individual or an entity, and includes a legal representative; this will also include a family – whatever shape that could take (i.e., single parents, co-parenting, multi-family, elderly couple), business, institutions, non-profit organization, co-operative, or any corporate body.

## 2. Fiscal Year

- a) The fiscal year of the Co-operative shall end on the 31st day of December in each year. The Directors may, by passing a resolution by a two-thirds vote of the Directors present at a duly constituted meeting of the Board change the fiscal year of the Co-operative.

## 3. Membership

- a) Membership in the Co-operative shall be open to any person who is 21 years or older with a valid Canadian driver's license.
- b) To become a member of the Co-operative, a person must submit a signed application in a manner determined by the Board of Directors, or their designate, who must approve said application.
- c) Each application for membership must be accompanied by a non-refundable \$30.00 application fee unless waived by the board.
- d) Upon approval of the application by the Board, the member must sign the contract and pay a membership fee to the Co-operative.
  - i) Single Refundable Membership of \$500.00, or;
  - ii) Casual Driver Non-Refundable Monthly Fee, as specified in the fee structure, to

- be paid between the 5th and 25th of each month.
- e) A member in good standing is entitled to all rights, benefits, and privileges of membership as stated in the SCC Policy Manual.
  - f) To remain in good standing, a member is expected to:
    - i) Have paid the membership fee
    - ii) Have no overdue bills due to the Co-operative
    - iii) Abide by these Bylaws, and any other policies of the Co-operative
  - g) A membership is not transferable.

#### **4. Withdrawal of Membership**

For members who paid the single refundable membership of \$500:

- a) After a minimum membership period of six months, a member may withdraw from the Co-operative by giving to the Board written notice of their intent.
- b) The membership of a member who has provided the Board with notice of intention to withdraw shall terminate effective on the earlier of:
  - i) the date the Board formally accepts the withdrawal of membership by passing a resolution; or
  - ii) 30 days following the date the Board receives the notice of intention to withdraw.

For members who pay the casual driver monthly fee:

- a) The membership of a member who has provided the Board with notice of intention to withdraw shall terminate effective on the earlier of:
  - i) the date the Board formally accepts the withdrawal of membership by passing a resolution; or
  - ii) 30 days following the date the Board receives the notice of intention to withdraw.

#### **5. Suspension of Driving Privileges**

- a) If a member ceases to be in good standing as a result of default in payment of monies owing to the Co-operative, the member's driving privileges may be suspended, without a hearing, until the outstanding debts have been paid.
- b) If a member is charged with any driving related offence under the laws of Saskatchewan, Canada or the equivalent laws of another jurisdiction, their driving privileges may, at the sole discretion of the Board, be summarily suspended until the Board decides either to reinstate their driving privileges or to terminate their membership.
- c) If a member is convicted of any offences under the laws of Saskatchewan, Canada or the equivalent laws of another jurisdiction of driving related offences punishable by incarcerations, his/her right to drive a SCC vehicle will be permanently suspended and his/her membership terminated. The following offences are among those for which a member's right to drive a SCC vehicle will be permanently suspended and membership terminated:
  - i) Operating a motor vehicle while impaired, or
  - ii) Operating a motor vehicle with blood alcohol level over the legal limit, failing to provide a breath sample, or
  - iii) Dangerous operation of a motor vehicle, or

- iv) Failure to stop at the scene of an accident.

## **6. Termination of Membership by the Board**

- a) The Directors may, with a resolution passed by a two thirds vote at a duly constituted meeting, terminate the membership of any member of the Co-operative.
- b) The Secretary of the Co-operative shall, within 10 days following the date on which a resolution is passed, notify the member in writing of the decision to terminate their membership.
- c) The member may appeal the decision of the Board to the membership at the next general membership meeting of the Co-operative by giving written notice of intention to appeal to the Board within 30 days from the date the member receives notice of their termination.

Where the member makes an appeal to the membership pursuant to 6.c), a resolution passed by a two thirds majority of members in attendance at a meeting and who cast votes shall be required to rescind the order of the Board.

## **7. Termination of Membership by the Members**

- a) The members may terminate the membership of a member where:
  - i) the member has received at least ten (10) days notice of the general meeting at which his/her membership is to be considered
  - ii) the termination is approved by at least two-thirds majority of the members who are present at the meeting and cast votes on the resolution

## **8. Payments to Single Refundable Membership Members upon Termination or Withdrawal**

- a) The Co-operative shall refund to an individual, whose membership has been terminated or who has chosen to withdraw from the Co-operative or whose membership has ceased for any other reason, the amount paid up on the membership fee less any outstanding monies owed by the member to the Co-operative.
- b) The Co-operative will refund the membership fee less any outstanding moneys owed by the member to the Co-operative within 90 days of the effective date of the termination or withdrawal or other cessation of the membership.

## **9. Notice of Membership Meetings**

- a) The Co-operative shall give at least ten (10) days, but no more than fifty (50) days notice for every annual or special meeting. The notice will specify the place, the date, and the time of the meeting, and in the case of special business, the general nature of that business.

## **10. Quorum**

- a) The quorum at any membership meeting shall be 15 members or 10% of the membership, whichever is the lesser number.

## **11. Voting**

- a) Members are not entitled to vote by mail, electronic means, or by proxy.
- b) No member is entitled to more than one vote on any question.

- c) Members shall vote:
  - i) By a show or hands; or
  - ii) By secret ballot, if 10 members, entitled to vote at a meeting, so demand

## **12. Bylaws**

- a) Members of the Co-operative may, at any annual or special meeting called for the purpose, enact, amend, repeal, replace, or confirm any Bylaw where written notice of intent to propose that enactment, amendment, repeal, replacement or confirmation is included with the notice of meeting.
- b) A two-thirds majority of the members, who are present at the annual or special meeting and cast a vote, shall be required to enact, amend, repeal, replace or confirm any Bylaw.

## **13. Directors**

- a) The number of directors shall be not less than five (5), nor more than twelve (12).
- b) The first directors shall be the persons so named in the Articles of Incorporation, and shall hold office until the first general meeting.
- c) Where a vacancy occurs in the Board of directors and there is a quorum of directors, the remaining directors may appoint a member to fill the vacancy, but any member who is so appointed shall only hold office to the close of the next annual general meeting.
- d) The Members may, by special resolution and with a 2/3 vote of those present, remove any director before the expiration of that director's term of office, and may appoint another person to fill the ensuing vacancy.
- e) A person becomes disqualified to be a director and shall resign if he or she
  - i) Ceases to be a member in good standing;
  - ii) Holds any other office of profit under this Co-operative, except that of secretary or treasurer.
  - iii) Is absent from three (3) consecutive regular meetings of the directors without the consent of the directors.
  - iv) No director shall become disqualified by reason of being a member of a company which has entered into contracts with or done any work for this Co-operative if the director discloses the fact of membership to the other directors and shall not vote in respect of that contract or work.
- f) Directors, in exercising their power and performing their functions, shall act honestly and in good faith and in the best interest of the Co-operative, and shall exercise the care, diligence and skill of reasonably prudent persons.
- g) The business of the Co-operative shall be managed by the directors, who may pay from its funds the expenses of the corporation and may exercise all its powers, subject to the Act and these By-Laws.
- h) The Co-operative in general meeting shall determine the remuneration, if any, of the directors and the amount, if any, allowed to them for expenses.
- i) The directors may cause the Co-operative to purchase and maintain insurance for the benefit of any person who is serving or has served as a director, officer, employee or agent of the Co-operative and the person's heirs or personal representatives, against any liability incurred by the person as such director, officer, employee or agent.

j) Directors shall be elected at the annual general meeting.

k) The number of Directors to be elected at the AGM will be determined by ordinary resolution or failing that determination will be equal to the number set at the previous AGM.

Directors hold office until the conclusion of the meeting at which their successors are elected and are eligible for re-election.

#### **14. Officers**

a) The Board of Directors shall:

i) Elect a President, Vice President, and a Secretary from among their numbers;  
and

ii) Appoint a Treasurer, who may, but need not be, a Director.

iii) Hold office for a term of one year.

#### **15. Surplus**

a) The Co-operative shall carry on business without the purpose of financial gain for its members and no part of the Co-operative's surplus is to inure to any member or patron.

b) Any surplus from operations by the Co-operative shall be placed in a reserve and invested into the Co-operative.

#### **16. Dissolution**

a) Upon dissolution of the Co-operative, all properties of the SCC shall be sold, and those monies along with funds in all SCC bank accounts shall be used to pay off any debts which the Co-operative owes at the time of its dissolution. Any remaining funds shall be given as a donation to a non-profit corporation, association or Co-op established for similar objectives as determined by a vote of the general membership of the Co-operative.