


**Regina Car Share Co-operative Ltd.
Bylaws**

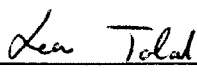
Table of Contents

1. Definitions
2. Fiscal Year
3. Membership
4. Joint Membership
5. Business Membership
6. Withdrawal of Membership
7. Suspension of Driving Privileges
8. Termination of Membership by the Board
9. Termination of Membership by Members
10. Payments to Members upon termination or withdrawal
11. Notice of Membership Meetings
12. Quorum
13. Voting
14. Bylaws
15. Directors
16. Officers
17. Surplus
18. Dissolution

The undersigned certify this to be a true copy of the Bylaws of the
Regina Car Share Co-operative



Name JOHN KLEIN



Name LEON TOLAND

1. Definitions

In these and all other Bylaws of the Regina Car Share Co-operative Ltd., unless the context otherwise requires or specifies:

- a) **“Act”** means *The Co-operatives Act, 1996*.
- b) **“AGM”** refers to the Annual General Meeting.
- c) **“Application Fee”** refers to the non-refundable fee that must accompany application submissions.
- d) **“Board”** or **“Board of Directors”** or **“Directors”** means the duly constituted board of directors of the Regina Car Share Co-operative.
- e) The **“Co-operative”** or **“RCSC”** refers to the Regina Car Share Co-operative Ltd.
- f) **“Driving Agreement”** refers to the Regina Car Share Co-operative Driving Agreement which is the legal contract between the Co-operative and the Member.
- g) **“Eligible Person”** refers to any person who is 18 years of age or older who possesses a valid Canadian, US or International driver's permit.
- h) **“Member”** refers to any Eligible Person who has been approved as a Member by the Board and has signed the applicable Driving Agreement and paid the applicable Application Fee and the applicable Member Share either as an Individual Member or as a participant in a Joint Membership or a Business Membership.
 - i. **“Individual Member”** refers to an applicant who joins the Regina Car Share Co-operative as an individual.
 - ii. **“Joint Member”** refers to an applicant who joins the Regina Car Share Co-operative as part of a Joint Membership defined below.
 - iii. **“Business Member”** refers to an applicant who joins the Regina Car Share Co-operative as part of a Business Membership.
- i) **“Member Share”** refers to the money deposited with the Co-operative by the Member upon joining the Co-operative.

- j) **“Policy Manual”** refers to the Co-operative's policy manual given to a Member upon joining the organization, and which defines all policies and rules governing membership within the Co-operative.
- k) **“Price List”** refers to the document which sets out the dollar amounts associated with membership, usage of Co-operative Vehicles, and infractions.

Wording importing the masculine gender shall include the feminine, and words importing the singular shall include the plural and vice versa.

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.

2. **Fiscal Year**

- a) The fiscal year of the Co-operative shall end on the 31st day of March 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 Eligible Person who is 18 years or older with a valid Canadian or US driver's license or International driver's permit.
- b) To become a Member of the Co-operative, a person must submit a signed application in a manner determined by the Board, which must then approve said application.
- c) Each application for membership must be accompanied by a non-refundable Application Fee according to the Price List.
- d) Upon approval of the application by the Board, the member must sign the Driving Agreement and purchase a Member Share in the Co-operative within six months.
 - i. single Member Share of \$500.00
 - ii. joint Member Share of \$750.00
 - iii. business Member Share of \$1,000.00
- e) A Member in good standing is entitled to all rights, benefits, and privileges of membership as stated in the Policy Manual.

- f) To remain in good standing, a member is expected to:
 - i. have paid the Member Share
 - 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 transferrable.

4. Joint Membership

- a) Joint membership is defined as up to three Eligible Persons who reside at the same address.
- b) Parties to the Joint Membership shall have one vote
- c) Only one of the parties of the Joint Membership may hold office as a Director at any one time.
- d) Each Eligible Person within the Joint Membership is entitled to the same rights and shall have the same responsibilities as an Individual Member.
- e) Those Eligible Persons who meet the requirements of 3 a) and 4 a) may apply to the Co-operative in the manner defined under section 3.
- f) Subject to signing the Driving Agreement and payment of the applicable Member Share as outlined in clause 3 d), Joint Membership will become effective upon approval of the application by the Board.

5. Business Membership

- a) Business Membership is defined as a registered business incorporated and registered under the laws of Canada or of any Province, who has negotiated a set number of their employees, members and/or customers who are entitled to use the fleet of the Regina Car Share Co-operative.
- b) Business Memberships shall have a single designated person with voting rights at the meetings of the Co-operative.
- c) Only one of the parties of the Business Membership may hold office as a Director at any one time.

- d) Each Eligible Person within the Business Membership is entitled to the same rights and shall have the same responsibilities as an Individual Member.
- e) Those Eligible Persons who meet the requirements of 3 a) and 5 a) may apply to the Co-operative in the manner defined under section 3.
- f) Subject to signing the Contract and payment of the applicable Member Share as outlined in clause 3 d), Business Membership will become effective upon approval of the application by the Board.

6. Withdrawal of Membership

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.

- 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

7. 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 offences under the laws of Saskatchewan, Canada, or the equivalent laws of another jurisdiction, his/her driving privileges may, at the sole discretion of the Board, be summarily suspended until the Board decides either to reinstate his/her driving privileges or to terminate his/her membership.

- c) If a Member is convicted 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 Co-operative vehicle will be permanently suspended and his/her membership terminated immediately. The following offences are among, but not limited to, those for which a Member's right to drive a Co-operative vehicle will be permanently suspended and membership terminated:
 - i. operating a motor vehicle while impaired, or
 - ii. operating a motor vehicle with alcohol blood 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.

8. 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 the Member's 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 his/her termination.
- d) Where the Member makes an appeal to the membership pursuant to 8 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.

9. Termination of Membership by Members

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

10. Payments to 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 for the Member Share less any outstanding monies owed by the Member to the Co-operative.
- b) The Co-operative will refund the Member Share less any outstanding monies 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.

11. 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.

12. Quorum

- a) The Quorum at any membership meeting shall be 15 Members or 10 per cent of the membership, whichever is the lesser number.

13. 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 of hands, or
 - ii. by secret ballot if ten Members entitled to vote at a meeting so demand.

14. Bylaws

- a) Members of the Co-operative may, at any annual or special meeting called for the purpose, enact, amend, appeal, 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 present at the annual or special meeting and cast a vote, shall be required to enact, amend, repeal, replace or confirm any Bylaw.

15. Directors

- a) The number of Directors shall be not less than seven (7) 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 hold office only to the close of the next Annual General Meeting.
- d) The Members may, by special resolution, 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 s/he:
 - 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 Bylaws.
- 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 an AGM will be determined by ordinary resolution, or failing that, determination will be equal to the number set at the previous AGM.
- l) Directors hold office until the conclusion of the meeting at which their successors are elected. Directors are eligible for re-election.

16. Officers

a) The Board of Directors shall:

- i. elect a President and a Secretary from among their numbers
- ii. appoint a Treasurer who may, but need not be, a Director

17. 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.

18. Dissolution

a) All properties of the Co-operative shall be sold, and those monies along with funds in all Co-operative 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.