

# **KILCONA PARK DOG CLUB INCORPORATED**

## **BY-LAWS**

Approved by General Membership, Winnipeg, November 2009, amended November 2011, November 2012, November 2013, and November 2016.

### Article 1. PREAMBLE

1.1 This organization shall be known as Kilcona Park Dog Club Incorporated, herein referred to as the Club.

1.2 This document contains the general bylaws that regulate the transaction of business and the affairs of Kilcona Park Dog Club Incorporated.

### Article 2. STATEMENT OF PURPOSE

2.1 The purpose of the Club is:

2.1.1 To advocate for and support the interests of dog owners with respect to off-leash facilities, policies and practices.

2.1.2 To act as a steward to maintain and improve Kilcona Park,

2.1.3 To encourage responsible dog ownership,

2.1.4 To create a positive atmosphere for people and animals to socialize,

2.1.5 To mentor dog owners and their dogs who visit Kilcona Park,

2.1.6 To reduce conflict between dogs and dog handlers at Kilcona Park.

### Article 3. MEMBERSHIP

3.1 Any person that supports the purpose of the Club is eligible for Club membership.

3.2 Membership is unrestricted as to place of residence.

3.3 The membership of the Club shall consist of Regular Members and Corporate Members.

3.4 A Regular Member who has paid his/her current annual Membership fee and any other debt owed to the Club is a Member in Good Standing.

3.5 A Corporate Member is an individual appointed to act on behalf of and represent the views of a business that has made a financial donation to the Club through the Corporate Sponsorship Program in the year prior to the Annual General Meeting. The business shall communicate the appointment of its representative to the Board in writing and may be changed by further written notice.

3.6 Corporate Members shall receive notice of general and special meetings of the Club and may attend any meeting of the Club, including Board meetings, as an observer.

3.7 Corporate Members shall not have voting privileges and shall not be eligible to hold office.

3.8 The membership year for Regular Members shall be the period from November 1, in any year, to October 31 of the following year.

3.9 Annual membership fees for Regular Members are due on November 1 of every year.

3.10 The Director of Membership shall notify Regular Members of dues payable thirty (30) days prior to the membership expiry date.

3.11 Regular Members may change the annual membership fee by a simple majority vote at the Annual General Meeting (AGM). The Board shall notify Regular Members of the proposed dues at least thirty (30) days in advance of the vote.

3.12 Membership in the Club shall not be transferable.

3.13 Regular Membership in the Club shall cease upon:

3.13.1 Non-payment of the annual membership fee upon the renewal date of November 1 of any given year.

3.13.2 The death of a Member.

3.13.3 The receipt of a written request by the Member to either the Director of Membership or the President.

3.13. 4 Suspension of a Member or removal from office of a Director.

3.14 The Board, by a simple majority vote at a Special Meeting called for that purpose, may suspend a Regular Member for one or more of the following reasons:

3.14.1 Failure to abide by the By-laws;

3.14.2 Acting or failing to act in a manner that is harmful to the Club.

#### ARTICLE 4. RIGHTS AND PRIVILEGES OF MEMBERS

4.1 Any Regular Member in Good Standing shall be entitled to:

4.1.1 Receive notice of general and special meetings of the Club,

4.1.2 Attend any meeting of the Club, including Board meetings as an observer,

4.1.3 Vote at any general or special meeting of the Club and,

4.1.4 Be nominated and hold any office if of legal age.

#### Article 5. GOVERNANCE AND MANAGEMENT OF THE CLUB

5.1 The business of the Club shall be carried out by the Board of Directors.

5.2 The powers and duties of the Board include:

5.2.1 Managing the affairs of the Club

5.2.2 Making policies for managing and operating the Club,

5.2.3 Maintaining all accounts and financial records of the Club,

5.2.4 Maintaining and protecting the Club's assets and property,

5.2.5 Paying for all expenses for operating and managing the Club,

5.2.6 Promoting membership in the Club.

5.3 Composition of the Board

The Board of Directors shall consist of not be less than four (4) or more than nine (9) Directors, all of whom shall be elected at the Annual General Meeting (AGM) from amongst the Members in Good Standing.

5.4 The Executive shall be the President, Vice-President, Secretary and Treasurer.

5.5 A Director may hold more than one office.

5.6 The term of office for shall be one (1) year from the Annual General Meeting at which they were elected.

5.7 At each Annual General Meeting, the Directors shall retire from office but shall hold office until the dissolution of the meeting at which their successors are elected.

5.8 Retiring Directors shall be eligible for re-election.

5.9 Directors shall take office following the administration of the Oath of Office at the end of the Annual General Meeting at which they are elected.

5.10 Retiring Directors shall meet with the newly-elected Board within one week following the Annual General Meeting to transfer signing authority, cheques, Articles of Incorporation, financial records, meeting minutes, other Club documents, keys and Club property and arrange an orderly transition of power.

5.11 The remaining Directors may appoint a Member in Good Standing to fill a vacancy created by the resignation, illness, incapacity, abandonment of position, death or removal of a Director. The appointment shall be for the unexpired portion of the term.

5.12 If the Club fails to elect either the number, or the minimum number of Directors provided for in the By-laws at the AGM, the Directors elected to office shall call a Special General Membership Meeting to fill vacancies.

5.13 If all of the Directors have resigned, or have been removed from office, and no replacement Directors are elected, a Member who manages the activities of the club shall deemed to be a Director for purposes of the *Canada Not-For-Profit Corporations Act*.

5.14 A Director may resign from office by giving two (2) weeks' notice in writing. The resignation shall take effect either at the end of two weeks' notice, or on the date the Board accepts the resignation.

5.15 A Director who fails to attend two (2) consecutive meetings without reasonable, justifiable cause shall be deemed to have abandoned his/her position.

5.16 Removal with Cause

The Board may, by a simple majority vote at a Special Meeting called for that purpose, remove a Director before the end of his/her term for one or more of the following reasons:

5.16.1 Failure to abide by the Bylaws.

5.16.2 Acting or failing to act in a manner that is harmful to the Club.

## Article 6. MEETINGS OF THE BOARD

6.1 The Board of Directors shall hold at least six (6) meetings each year.

6.2 The President shall call Board meetings.

6.3 The President shall call a Board meeting if any two (2) Directors make a written request and state the business of the meeting.

6.4 The President shall give Directors fourteen day's notice for Board meetings. The Board may waive notice by unanimous consent.

6.5 Meetings of the Board are open to Members of the Club, but only Directors may vote. Members are only permitted to participate in a discussion when invited to do so by the Board. A majority of the Directors present may ask any other Members, or other persons present, to leave.

### 6.6 Quorum - Board Meetings

6.6.1 A majority of sitting Directors present at any Board meeting constitutes a quorum.

6.6.2 If there is no quorum, the President shall adjourn the meeting to the same day, time and place of the following week. Three (3) Directors present at the second meeting constitute a quorum.

### 6.7 Conference Call Meetings

In exceptional circumstances, a meeting of the Board may be held by conference call. Directors who participate in this call are considered present for the meeting.

### 6.8 Voting

6.8.1 Each Director, including the Chair, has one (1) vote.

6.8.2 There shall be no proxy voting.

6.8.3. The Chair shall not have a second or casting vote in the case of a tie vote. A tie vote shall mean that the motion is defeated.

## 6.9 Conflict of Interest

6.9.1 A conflict of interest shall not preclude a member from serving as Director provided that he/she withdraws from decision-making on matters pertaining to that interest and that such withdrawal is duly recorded in the minutes.

6.9.2 Directors who have, or could reasonably be perceived to have a conflict of interest with respect to the affairs of the Club, including direct and indirect gains which could accrue to the member as a result of actions or decisions of the Board, have a duty to declare this interest. Such a declaration shall be made to the general membership upon nomination, or if serving as a Director, when the possibility of conflict is realized.

## Article 7. COMMITTEES OF THE BOARD

### 7.1 Committee Structure

A Director shall be the Chair of each committee of the Board.

### 7.2 Duties and Responsibilities of Committees

7.2.1 Each committee shall:

7.2.1.1 record minutes of its meetings,

7.2.1.2 distribute minutes to the committee Members.

7.2.1.3 provide a report of its activities at each Board meeting.

### 7.3 Committee Meetings

7.3.1 The Chair shall call all committee meetings.

7.3.2 The Chair shall mail a Notice of Meeting to committee members five business days before the scheduled date of the meeting. The notice shall state the date, time and place of the meeting. Committee Members may waive notice by unanimous agreement.

7.3.3 A majority of committee members present at a meeting is a quorum.

7.3.4 Each member of the committee, including the Chair has one (1) vote. The Chair does not have a casting vote in case of a tie.

## Article 8. GENERAL MEMBERSHIP MEETINGS

8.1 The President, or in his/her absence, the Vice President shall preside as Chair at every General Meeting of the Club.

8.2 If neither the President nor the Vice President is present one half (1/2) hour after the set time for the meeting, the Members present shall choose one (1) of the Members present to chair the meeting.

8.3 The Chair may, with the consent of the meeting, adjourn any meeting from time to time and from place to place, and the business left unfinished at the adjourned meeting shall be carried forward to the next meeting as new business.

8.4 The President may call an extraordinary general meeting of the Club if at least ten percent (10%) of the Members of the Club make such a request in writing.

8.5 The Annual General Meeting of the Club shall be held no later than November 30 of each calendar year in Winnipeg, Manitoba.

8.6 The Board shall give Members fourteen days' notice of General Membership Meetings, specifying the date, time and place of the meeting and business.

8.7 The Board shall give Members thirty (30) days' notice of an Annual General Meeting, specifying the date, time and place of the meeting and any business requiring a Special Resolution.

8.8 The Board shall inform members of the Annual General Meeting via e-mail and on the Club bulletin board and at other appropriate locations at Kilcona Park.

8.9 The non-receipt of the e-mail notice by any Member shall not invalidate the proceedings at any meeting.

8.10 At each Annual General Meeting, the following items of business shall be dealt with and shall be deemed to be ordinary business:

- Adoption of agenda
- Adoption of the minutes of preceding annual general meeting
- Directors' Annual Reports
- Annual written report of the Treasurer setting out the Club's financial position, including a balance sheet and income statement.
- Election of the Board of Directors
- Consideration of matters specified in the notice of meeting
- Consideration of other specific motions that Members have given notice of before the meeting begins.

## Article 9. VOTING

9.1 Any Member in Good Standing shall have the right to one (1) vote at any general meeting of the Club.

9.2 There shall be no proxy voting.

9.3 The Chair shall have the right to vote.

9.4 The Chair does not have a second or casting vote in the case of a tie vote. If there is a tie vote, the motion is defeated.

9.5 Voting at every General Membership Meeting shall be by secret ballot.

### 9.6 Quorum - General Membership Meetings

9.6.1 No business shall be transacted at any ordinary General Membership Meeting, Special Meeting or the Annual General Meeting of the Club unless a quorum of Members is present at the commencement of such business.

9.6.2 A quorum shall consist of a minimum of seven (7) Members in Good Standing.

### 9.7 Failure to Reach Quorum

9.7.1 The President shall cancel the meeting if a quorum is not present within one-half (1/2) hour of the set time for the meeting.

9.7.2 If cancelled, the meeting shall be rescheduled for one (1) week later at the same time and place.

9.7.3 If a quorum is not present within one-half hour after the set time of the second meeting, the meeting shall proceed with the Members in attendance.

## Article 10. RECORD KEEPING

10.1 Preparation of minutes, custody of the books and records, and custody of the minutes of all of the meetings of the Club and of the Board of Directors shall be the responsibility of the designated Director.

10.2 A copy of the Bylaws shall be provided to Club Members at no charge.

10.3 The books and records of the Club may be inspected by any Member at the Annual General Meeting.



10.4 The Board may make minutes, bylaws and other information available to the public through the Club's website or other media which the Board deems appropriate.

10.5 The Club may impose a service charge with respect to any document made available pursuant to this bylaw.

## Article 11. FINANCIAL AND MANAGEMENT MATTERS

11.1 The fiscal year of the Club shall be the period from November 1, in any year, to October 31 of the following year.

11.2 The Board of Directors may authorize the expenditure of up to two thousand (2000) dollars without the approval of the general membership.

11.2.1 Notwithstanding Article 11.2, the Board may exceed the two thousand (2000) dollar limit for items that are part of projects and initiatives identified in an annual operating plan that the Board has presented and the membership has approved, providing that uncommitted funds are available.

11.3 No part of the income of the Club shall be payable or otherwise available for the personal benefit of any Member or Director.

11.4 No Director shall be remunerated but may be reimbursed for all expenses necessarily and reasonably incurred by him/her while engaged in the affairs of the Club.

### 11.5 Financial Signing Authorities

11.5.1 All Directors shall have signing authority for the accounts of the Club.

11.5.2 No Director shall sign any cheque that is payable to him/herself.

11.5.3 The Treasurer and one other Director with signing authority shall sign each cheque drawn on the monies of the Club, except as specified in Article 11.5.2.

11.5.4 Directors shall not exercise their signing authority in circumstances where conflicts of interest exist or could be seen to exist, including when the signing authorities are related by blood, adoption, marriage or common-law relationship.

11.6 The Treasurer shall make a written report to the Members disclosing the financial position of the Club at each Annual General Meeting. The report shall contain a balance sheet and income statement.

## 11.7 Corporate Status

11.7.1 The Registered Office of the Club is 89 Brahms Bay, Winnipeg, Manitoba R2G 3G2. Another location in Manitoba may be established by resolution of the Board, as long as the location and the effective date are communicated immediately to the Companies Office, 1010- 405 Broadway Avenue, Winnipeg, MB R3C 3L6.

11.7.2 In accordance with the Corporations Act of Manitoba, the President shall file, on the last day of the anniversary month of incorporation, an Annual Return of Information with the Companies Office, 1010- 405 Broadway Avenue, Winnipeg, MB R3C 3L6. Failure to file for two consecutive years will result in the dissolution of the corporation. The Return shall state the type of organization, the Registered Address which must be the same as the mailing address, names and addresses of all current Directors, the effective date of the election of new Directors and the effective date for retiring Directors. The Report shall be accompanied by the appropriate fee.

## Article 12. REVIEW OF ACCOUNTS

12.1 The Board shall appoint a qualified individual who is not a Director or related to a Director by blood, adoption, marriage or common-law relationship to review the books, accounts and records of the Club at the end of each fiscal year. .

12.2 The reviewer shall prepare a written report regarding the balance sheet and income statement and shall state whether, in his/her opinion, the balance sheets and income statement represent a true and correct view of the Club's affairs. The reviewer's report shall be read at each Annual General Meeting.

## Article 13. AMENDING THE BYLAWS

13.1 These Bylaws may be amended by a two-thirds (2/3) majority vote of Regular Members in attendance at any Annual General Meeting, providing that the Board has give thirty (30) days' notice of the details of the proposed amendment(s) and the rationale for the changes have been circulated to all Regular Members in Good Standing thirty (30) days prior to the meeting.

## Article 14. DISSOLUTION OF THE CLUB

14.1 The Club may dissolve itself at a duly constituted General Membership Meeting subject to the following:

14.1.1 In accordance with Article 8.6, the Board or "Deemed Director" shall inform members of the Special General Meeting via e-mail and on the Club bulletin board and at other appropriate locations at Kilcona Park.

14.1.2 The non-receipt of the e-mail notice by any Member shall not invalidate the proceedings of the meeting.

14.1.3 The motion to dissolve the Club shall be approved by a two-thirds (2/3) majority of votes cast.

#### Article 15. WINDING UP

15.1 If the Club is dissolved, the funds and assets remaining after the payment of its debts and liabilities shall be given or transferred to an organization with similar purposes to those outlined in the Bylaws of Kilcona Park Dog Club Incorporated.

15.2 The beneficiary organization(s) shall be chosen by a simple majority of Members in attendance at a duly constituted General Membership Meeting held for the purpose of winding up the affairs of the Club.

15.3 In no event shall any Member receive any of the Club's assets.