

# WINNIPEG NETWORK OF DOG OWNER GROUPS INC.

## By-LAWS

Approved by WINDOG Organizing Committee MARCH 31, 2014

### Article 1. PREAMBLE

- 1.1 The Winnipeg Network of Dog Owner Groups Inc., herein referred to as WINDOG, is a coalition of Winnipeg off-leash area stewardship organizations.
- 1.2 This document contains the general bylaws that regulate the transaction of business and the affairs of the not-for-profit corporation.

### Article 2. STATEMENT OF PURPOSE

#### 2.1 The purpose of WINDOG is:

- 2.1.1 To advocate for and support the interests of Winnipeg dog owners with respect to the establishment and maintenance of humane off-leash recreational opportunities; and off-leash legislation, policies, practices and issues of concern to its members.
- 2.1.2 To promote responsible dog ownership, and respectful park stewardship.

### ARTICLE 3 - DEFINITIONS

- 3.1 "Board" means the Board of Directors of WINDOG.
- 3.2 "Off-leash area stewardship organization", herein referred to an "OLA Stewardship Organization", means an organization that meets the following criteria:
  - 3.2.2 Performs a stewardship role at a Winnipeg off-leash dog park that is not otherwise represented on WINDOG.
  - 3.2.3 Has a minimum of twenty-five (25) member who meet regularly, a mission statement, an organizational framework, and an executive or at minimum, an interim executive.

3.3 "Member" means an individual that a Board of Directors (or other steering body capable of nominating a representative) of an off-leash area stewardship organization has appointed to represent it on WINDOG.

3.4 A "Member in Good Standing" is a member whose organization has paid its current annual membership fee and any other debt owed to WINDOG.

3.5 "Simple majority" means "more than half." As it relates to a vote, a majority is more than half of the votes cast, noting that an abstention is simply the refusal to vote.

#### ARTICLE 4 – MEMBERSHIP

4.1 WINDOG's membership consists of representatives of organizations; there are no individual members.

4.2 A representative of an OLA Stewardship Organization that supports WINDOG's purpose is eligible for membership.

4.3. The criteria for off-leash area stewardship shall be applied to all organizations unless otherwise exempted by a simple majority vote of the Board.

4.4 An OLA Stewardship Organization shall make application for membership, be nominated by a Member, and be elected by a simple majority vote of Members. Nominations and elections may be held at any duly constituted General Membership Meeting.

4.5 Each OLA Stewardship Organization is entitled to select one (1) Director to attend WINDOG General Meetings to act on its behalf.

4.6 An OLA Stewardship Organization shall communicate the appointment of its representative to the Board and notify it in writing of any subsequent changes.

4.7 In accordance with Article 4.13, the Board may request that an OLA Stewardship Organization appoint an alternate representative.

4.8 The membership year shall be the period from January 1<sup>st</sup>, in any year, to December 31<sup>st</sup> of that year.

4.9 Annual membership fees are due on January 1<sup>st</sup> of every year.

4.10 Members may change the annual membership fee by a simple majority vote at the Annual General Meeting (AGM). The Board shall notify off-leash area stewardship groups of the proposed dues at least thirty (30) days in advance of the vote.

4.11 Membership in WINDOG shall not be transferable.

4.12 Membership in WINDOG shall cease upon:

4.12.1 Non-payment of the annual membership fee upon the renewal date of December 31<sup>st</sup> in any given year;

4.12.2 The dissolution or disbanding of the Member's OLA Stewardship Organization;

4.12.3 The receipt of a written request by the Member;

4.12.4 Suspension of a Member.

4.12.5 Expulsion of OLA Stewardship Organization from WINDOG.

4.13 The Board, by a simple majority vote at a Special Board Meeting called for that purpose, may expel an OLA Stewardship Organization from WINDOG for one or more of the following reasons:

4.13.1 Failure to abide by the By-laws;

4.13.2 Disloyalty to WINDOG;

4.13.3 Disruption of WINDOG meetings or functions;

4.13.4 Acting or failing to act in a manner that is harmful to WINDOG.

4.14 Procedures – Removal of an OLA Stewardship Organization

4.14.1 The affected OLA Stewardship Organization shall receive written notice no less than two (2) week's prior to the Special Board Meeting to review the matter and vote on removal.

4.14.2 The notice shall state the reason(s) removal is being considered.

4.14.3 The notice shall be delivered by registered mail.

4.14.4 The President of an OLA Stewardship Organization or his/her designate and the Member shall have an opportunity to appear before WINDOG's Board to address the matter.

4.14.5 The decision of the Board is final.

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

4.15.1 Failure to abide by the By-laws.

4.15.2 Disloyalty to WINDOG.

4.15.3 Disruption of WINDOG meetings or functions.

4.15.4 Acting or failing to act in a manner that is harmful to WINDOG.

4.15.5 Expulsion of OLA Stewardship Organization from WINDOG.

4.16 Procedures - Suspension of a Member

4.16.1 The affected Representative shall receive written notice two (2) week's prior to the Special Board Meeting to review the matter and vote on suspension.

4.16.2 The notice shall state the reason(s) suspension is being considered.

4.16.3 The notice shall be delivered by registered mail.

4.16.4 The President of an OLA Stewardship Organization or his/her designate and the Member shall have an opportunity to appear before WINDOG's Board to address the matter.

4.16.5 The President or his/her designate and the Member shall have an opportunity to appear before the Board to address the matter.

4.16.6 The decision of the Board is final.

4.17 An OLA Stewardship Organization shall have the right to appoint a Member to replace one that has been suspended.

## ARTICLE 5 - RIGHTS AND PRIVILEGES OF MEMBERS

5.1 Any Member in Good Standing shall be entitled to:

5.1.1 Receive notice of general and special WINDOG meetings,

5.1.2 Send any Director to attend any general or special WINDOG meeting, including Board meetings, as an observer,

5.1.3 Vote at any general or special meeting of WINDOG,

5.1.4 Be nominated and hold office if of legal age.

## ARTICLE 6 - GOVERNANCE AND MANAGEMENT OF WINDOG

6.1 The business of WINDOG shall be carried out by the Board of Directors.

6.2 The powers and duties of the Board include:

6.2.1 Managing the affairs of WINDOG.

6.2.2 Making policies for managing and operating WINDOG,

6.2.3 Maintaining all accounts and financial records of WINDOG,

6.2.4 Maintaining and protecting WINDOG's assets and property,

6.2.5 Paying for all expenses for operating and managing WINDOG,

6.2.6 Promoting membership in WINDOG.

6.3 Composition of the Board of Directors

6.3.1 The Board of Directors shall consist of not less than three (3) Directors and not more than five (5), all of whom shall be elected at the Annual General Meeting (AGM) from amongst the Representatives.

6.3.2 The Board of Directors shall be the President, Vice-President, and Secretary/Treasurer.

6.3.3 Additional Directors may be added to the Board by a simple majority vote at the Annual General Meeting.

6.3.4 A Director may hold more than one office.

6.3.5 To ensure fair representation, a minimum of 60% of the Directors shall represent Regional off-leash dog park clubs.

6.3.5.1 Regional off-leash dog park clubs include Kildonan Park Dog Club, Maple Grove Park Dog Owner's Association, and Little Mountain Park Dog Club.

Additional Regional off-leash dog park clubs may be designated by a simple majority of the Directors.

6.3.6 No more than one (1) Director shall be elected from each OLS Stewardship Organization.

6.4 The term of office for Directors shall be one (1) year from the Annual General Meeting at which Directors are elected.

6.5 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.

6.6 Retiring Directors shall be eligible for re-election.

6.7 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.

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

6.9 The remaining Directors may elect a Member 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.

6.10 If WINDOG 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.

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

6.12 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.

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

6.14 Removal with Cause

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

6.14.1 Failure to abide by the By-laws.

6.14.2 Disloyalty to WINDOG.

6.14.3 Disrupting WINDOG meetings or functions.

6.14.4 Acting or failing to act in a manner that is harmful to WINDOG.

#### 6.15 Procedures - Removal of a Director

6.15.1 The Board shall provide the affected Director written notice fourteen (14) days prior to the Special Meeting to review the matter and vote on removal.

6.15.2 The notice shall state the reason(s) removal is being considered.

6.15.3 The notice shall be delivered by registered mail.

6.15.4 The Director shall have an opportunity to appear before the Board to address the matter.

6.15.5 The President of an OLA Stewardship Organization or his/her designate and the Member shall have an opportunity to appear before WINDOG's Board to address the matter.

6.15.6 The decision of the Board is final.

#### ARTICLE 7 - MEETINGS OF THE BOARD

7.1 Meetings may be held at any time and place, and by electronic means that allow all Directors to hear each other at the same time.

7.2 The Board will meet at least twice a year.

7.3 The President shall call Board meetings.

7.4 The President shall call a Board meeting if a simple majority of the Directors make a written request and state the business of the meeting.

7.5 The President shall give Directors fourteen (14) days' notice for Board meetings. The Board may waive notice by unanimous consent.

7.6 Notice of the time, place, and purpose(s) of meetings shall be provided to the Directors, by phone, fax, mail, e-mail, or messenger.

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

#### 7.8 Quorum - Board Meetings

7.8.1 A simple majority of sitting Directors present at any Board meeting shall constitute a quorum.

7.8.2 If a quorum is not present within fifteen minutes after the set time of the meeting, the Chair shall adjourn the meeting to the same day, time and place of the following week.

7.8.3 If a quorum is not present within fifteen minutes after the set time of the second meeting, the meeting shall proceed with the Directors in attendance.

7.8.4 Notice of the time, place, and purpose(s) of the second meeting shall be provided to the Directors, by phone, fax, mail, e-mail, or messenger.

#### 7.9 Voting

7.9.1 Each Director, including the Chair, shall have one (1) vote.

7.9.2 There shall be no proxy voting.

7.9.3 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.

#### 7.10 Conflict of Interest

7.10.1 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.

7.10.2 Directors who have, or could reasonably be perceived to have a conflict of interest with respect to the affairs of WINDOG, 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 upon nomination, or if serving as a Director, when the possibility of conflict is realized.

## ARTICLE 8 - COMMITTEES OF THE BOARD

### 8.1 Committee Structure

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

8.1.2 A Director may assign or delegate his or her role as Chair of a committee to a Member, provided that no such assignment or delegation shall relieve the assigning or delegating Director from any obligation as Chair of that committee.

### 8.2 Duties and Responsibilities of Committees

8.2.1 Each committee shall:

8.2.1.1 Record minutes of its meetings,

8.2.1.2 Distribute minutes to the committee members,

8.2.1.3 Provide a report of its activities at each Board meeting.

### 8.3 Committee Meetings

8.3.1 The Chair shall call all committee meetings.

8.3.2 The Chair shall mail a Notice of Meeting to committee members five (5) business days before the scheduled date of the meeting.

8.3.3 The notice shall state the date, time and place of the meeting. Committee members may waive notice by unanimous agreement.

8.3.4 Notice of the date, time, place, and purpose(s) of meetings shall be provided to the Directors, by phone, fax, mail, e-mail, or messenger.

8.3.5 Each member of the committee, including the Chair has one (1) vote.

8.3.6 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.

## 8.4 Quorum – Committee Meetings

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

8.4.2 If a quorum is not present within fifteen minutes after the set time of the meeting, the Chair shall adjourn the meeting to the same day, time and place of the following week.

8.4.3 If a quorum is not present within fifteen minutes after the set time of the second meeting, the meeting shall proceed with the committee members in attendance.

8.4.4 Notice of the time, place, and purpose(s) of the second meeting shall be provided to committee members by phone, fax, mail, e-mail, or messenger.

## ARTICLE 9 - GENERAL MEETINGS

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

9.2 If neither the President nor the Vice President is present fifteen (15) minutes after the set time for the meeting, the Members present shall choose one (1) of the Members present to chair the meeting.

9.3 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.

9.4 The President shall call an extraordinary General Meeting if at least twenty percent (20%) of the Members make such a request in writing.

9.5 The Annual General Meeting shall be held no later than February 15<sup>th</sup> of each calendar year in Winnipeg, Manitoba.

9.6 The Board shall give Members fourteen (14) days' notice of General Meetings, specifying the date, time and place of the meeting and business.

9.7 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.

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

9.10 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
- Presentation of the Annual Report
- Annual written report of the Treasurer setting out WINDOG's financial position
- 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

9.11 Meetings shall be conducted in accordance with Robert's Rules of Order; however, if WINDOG by-laws and Robert's Rules of Order differ, WINDOG by-laws shall apply.

## ARTICLE 10 - VOTING

10.1 Each Member shall have the right to one (1) vote at any General Meeting.

10.2 There shall be no proxy voting.

10.3 The Chair shall have the right to vote.

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

10.5 Voting at every General Meeting shall be by a show of hands unless a simple majority of Members request a secret ballot.

10.6 Quorum - General Meetings

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

10.6.2 A quorum shall consist of a minimum of three (3) Members.

10.7 Failure to Reach Quorum

10.7.1 The President shall cancel the meeting if a quorum is not present within fifteen (15) minutes of the set time for the meeting.

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

10.7.3 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 11 - RECORD KEEPING

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

11.2 A copy of the by-laws shall be provided to Members at no charge.

11.3 WINDOG's books and records may be inspected by any Member at the Annual General Meeting.

## ARTICLE 12 - FINANCIAL AND MANAGEMENT MATTERS

12.1 The fiscal year shall be the calendar year.

12.2 The Board of Directors may authorize the expenditure of up to five hundred (500) dollars without the approval of the membership.

12.3 Notwithstanding Article 12.2, the Board is authorized an annual expenditure over the five hundred dollar limit for the purpose of acquiring Directors liability insurance.

12.4 No part of WINDOG's income shall be payable or otherwise available for the personal benefit of any Member or Director.

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

### 12.6 Signing Authorities

12.6.1 Each Director shall have financial signing authority for WINDOG accounts.

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

12.6.3 The Treasurer and one other Director shall sign each cheque, except as specified in Article 12.6.2.

12.3.4 Documents requiring two (2) signatures must be signed by Directors representing different OLA Stewardship Organizations.

(Note: the way the by-laws have been written, this article is unnecessary because no more than one (1) Director can be elected from each OLS Stewardship Organization. I've left it in as a marker in case we change Article 6.3.6)

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

12.7 The Treasurer shall make a written report to the Members disclosing WINDOG's financial position at each Annual General Meeting.

## 12.8 Corporate Status

12.8.1 WINDOG's Registered Office shall be at a location that the Board establishes by resolution.

12.8.2 The Board shall immediately notify the Companies Office of any change in location and the effective date of the change.

12.8.3 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, accompanied by the appropriate fee. Failure to file for two consecutive years will result in the dissolution of the corporation.

## ARTICLE 13 - AUDIT OF ACCOUNTS

13.1 The Board shall appoint two (2) qualified individuals to audit WINDOG's accounts and records at the end of each fiscal year. Neither individual shall be a WINDOG Director nor be related by blood, adoption, marriage or common-law relationship to a Director.

13.2 The auditors shall prepare a written report regarding the balance sheet and income statement and shall state whether, in their opinion, they are drawn up so as to exhibit a true and correct view of WINDOG's affairs. The auditors' report shall be read at each Annual General Meeting.

## ARTICLE 14 - AMENDING THE BY-LAWS

14.1 These By-laws may be amended by a two-thirds (2/3) majority vote of Members in attendance at any Annual General Meeting, providing that the Board has given 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 15 - DISSOLUTION OF WINDOG

15.1 WINDOG may dissolve itself at a duly constituted Special General Meeting subject to the following:

15.1.1 In accordance with Article 9.6, the Board or "Deemed Director" shall inform Members of the Special General Meeting.

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

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

## ARTICLE 16 - WINDING UP

16.1 If WINDOG 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 WINDOG's by-laws.

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