



## NWT SNOWBOARD CONSTITUTION & BY-LAWS

### CONSTITUTION

- 1) The name of the Society is: NWT Snowboard Association.
- 2) The objects of the Association are: To facilitate and advocate for the progression and continuation of skateboarding, wakeboarding and snowboarding in the Northwest Territories.
- 3) The operations of the Association are to be chiefly carried on in:

### BY-LAWS

#### 1. Definitions

- 1.1 *Association* – NWT Snowboard Association
- 1.2 *Member* - a legal entity or natural person that has been admitted into membership of the Association
- 1.3 *Director* – an individual elected or appointed to serve on the Board pursuant to this By-Law
- 1.4 *Executive Director* – an individual responsible for the administration of the Association and any such other responsibilities as decided by the board
- 1.5 *Officer* – an individual elected or appointed to serve as an Officer of the Association pursuant to the By-Law
- 1.6 *Ordinary Resolution* – a resolution passed by a majority of not less than one-half (1/2) plus 1 of the votes cast on that Resolution
- 1.7 *Special Resolution* – a resolution passed by a majority of not less than two-thirds (2/3) of the votes cast on that Resolution

#### 2. Categories of Membership

- 2.1 Individual members
  - 2.1.1 Open to all residents of the Northwest Territories



2.1.2 Each member shall pay an annual membership fee at such time and in such amount as is determined by the members at each Annual General Meeting

2.1.3 Individuals elected to the Board of Directors will have their membership fees paid by the Association

### **3. Rights of Members**

3.1 All members of the Association shall have the right to take part in all activities and to use all facilities established by the Association for the promotion of its objects, subject to such regulations and the payment of such additional fees as the directors may from time to time prescribe for specific activities

### **4. Membership Dues**

4.1 Membership dues will be determined annually by the Board of Directors

4.2 Members will be notified of the membership dues at any time payable by them, and if they are not paid by said date, the Members in default will automatically cease to be Members of the Association

### **5. Withdrawal and Termination of Membership**

5.1 Any member may withdraw from membership in the Association giving notice in writing to an individual on the Board of Directors

5.2 Any member whose conduct is considered detrimental to the Association or who is more than thirty (30) days in default in paying annual dues may be expelled by a resolution passed by a majority of the directors of the Association.

### **6. Good Standing**

6.1 A Member of the Association will be in good standing provided that the Member:

6.1.1 Has not ceased to be a Member

6.1.2 Has not been suspended or expelled from membership, or had other membership restrictions or sanctions imposed

6.1.3 Has completed and remitted all documents as required by the Association

6.1.4 Has complied with the By-Laws, policies, procedures, rules and regulations of the Association



6.1.5 Is not subject to a disciplinary investigation or action by the Association, or if subject to disciplinary action previously, has fulfilled all terms and conditions of such disciplinary action to the satisfaction of the Board

6.1.6 Had paid all required membership dues or debts to the Association, if any

## **7. Meetings:**

**7.1** Meetings of Members will include Annual General Meetings and Special Meetings

**7.2** An annual general meeting of the Association shall be held between 31 and 180 days after the date of the fiscal year

**7.3** All Members in good standing shall have a voice and vote at a General Meeting

**7.4** Each Member is entitled to once vote on any motion at all General Meetings

**7.5** A Special General Meeting of the Members may be called at any time by the President, the Board of Directors or upon written requisition of Members who hold five percent (5%) of the votes of the Association. Agenda of special meetings will be limited to the subject matter for which the meeting was duly called

**7.6** Notice will include the time and place of a meeting, the proposed agenda, reasonable information to permit Members to make informed decisions, and will be given to each member entitled to vote at the meeting, and the Board by the following means:

**7.6.1** By mail, courier or personal delivery to each member entitled to vote at the meeting, during a period of 7-60 days before the day on which the meeting is to be held; or

**7.6.2** By telephonic, electronic or other communication facility to each member entitled to vote at the meeting, during a period of 7-30 days before the day on which the meeting is to be held; or

**7.6.3** By posting on the Association's website not less than seven (7) days prior to the date of the meeting

**7.7** At least 50% of the Board of Directors will constitute a quorum at the date of any Annual or Special General Meeting

**7.8** If the President or Vice-President is not present at a meeting, the meeting will elect a Chairman for the purposes of that meeting only



- 7.9** A meeting off voting Members may be held by means of a telephonic, an electronic or other communications facility that permits all participants to communicate adequately with each other during the meeting
- 7.10** Any Member entitled to attend a meeting of the Members may participate in the meeting by means of telephonic, an electronic or other communication facility that permits all participants to communicate adequately with each other during the meeting. A person so participating in the meeting is deemed to be present at the meeting
- 7.11** The Agenda for the Annual General Meeting will at least include:
- a) Call to Order and Roll Call
  - b) Adoption of Agenda
  - c) Approval of minutes of previous Annual General Meeting
  - d) Business arising from the minutes
  - e) Presidents Report
  - f) Financial Report and Approval of Financial Statements
  - g) Amendments to Constitution and By-Laws
  - h) New Business
  - i) Election of Directors
  - j) Adjournment
- 7.12** Any Member who wishes to have new business placed on the agenda of a meeting will give written notice to the Association at least fourteen (14) days prior to the meeting date or upon the sole discretion of the Chairperson or designate

## **8 Board of Directors**

- 8.1** Any individual who is eighteen (18) years of age or older, who has the power under law to contract, who has not been declared incapable by court in Canada or in another Country, who does not have the status of bankrupt, who meets one or more skills and characteristics defined may be nominated for election as a Director
- 8.2** There shall be between seven (7) and nine (9) directors elected from among the Members of the Association at the first and each subsequent annual general meeting
- 8.3** The Board of Director consists of the following individuals elected from among the Members at an Annual General Meeting
- a) President
  - b) Vice President
  - c) Secretary
  - d) Treasurer
  - e) Director at Large(s)



- f) Athlete Representative
- 8.4** The Board of Directors shall be elected, each for a two-year term in accordance with the following schedule:
- 8.4.1** In even-numbered years:
    - a) President
    - b) Vice President
    - c) Secretary
  - 8.4.2** In odd-numbered years:
    - a) Treasurer
    - b) Director at Large
    - c) Athlete Representative
- 8.5** The Board of Directors have the power to appoint persons to hold designated offices that are not on the Board of Directors These persons are responsible to the Board of Directors and do not hold the designated offices beyond the next Annual General Meeting
- 8.6** Notwithstanding article 8.2, the Members may, by resolution at an Annual General Meeting, elect from among the Members not more than two additional Directors, and may assign them duties
- 8.7** The Board of Directors may appoint a Member to fill a vacancy on the Board of Directors until the next Annual General Meeting
- 8.8** The Directors shall be responsible for conducting the affairs of the Association in accordance with its objects, by-laws and the *Societies Act*.
- 8.9** A majority of directors will constitute a quorum at any director's meeting
- 8.10** The Board of Directors have the power to remove an individual from the Board by resolution supported by two-thirds (2/3) of the Directors.
- 8.11** Directors shall be paid travelling and living allowances to compensate them for expenses incurred by them in the conduct of their duties
- 8.12** The President shall, when present, preside at all meetings of the Members and of the Directors. The President shall be responsible for the general management and supervision of the affairs and operations of the Association
- 8.13** The Vice-President shall take on appropriate tasks and responsibilities that are reasonable considering background knowledge, experience and availability. The Vice-President shall exercise the duties and powers of the President when absent



- 8.14** The Secretary shall cause to be communicated notices of all meetings of Members and all meetings of Directors, and is responsible for keeping minutes of all such meetings
- 8.15** The Treasurer shall be responsible for keeping full and accurate accounts of all receipts and disbursements of the Association
- 8.16** The offices of Secretary and Treasurer may be combined into one office to be known as Secretary-Treasurer
- 8.17** The Director at Large shall carry out duties as outlined in the NWT SBD policies and promote the best interest of snowboarding and of the Association throughout the Northwest Territories

## **9 Finance and Management**

- 9.1** The Directors may, by 2/3 majority vote, borrow funds for capital expenditures for the current operations of the Association in such manner as they see fit, including the issue of debentures, except that in no case shall debentures be issued except pursuant to a special resolution
- 9.2** All monies received by or on behalf of the Association shall be deposited in the Association's bank account in trust for the Association, which account shall be with one of the chartered banks of Canada
- 9.3** Deeds, transfer, assignments, contract, obligations and other instruments in writing requiring execution by the Association may be signed by any two (2) Directors authorized by the Board of Directors. The Board will have the power to appoint individuals to negotiate or prepare documents that may require signing by the Association and then designate them to signatories for the Association. These documents will be considered binding upon the Association. Copies of all contractual documents and a description of their intent will be provided to the Board of Directors at the meeting from the date of signing.
- 9.4** The accounts of the Association shall not be audited unless the Board of Directors, by resolution, directs that the accounts shall be audited and appoints an auditor for that purpose
- 9.5** The fiscal year of the Association will be from June 1<sup>st</sup> to May 31<sup>st</sup>, or such other period as the Board may from time to time determine
- 9.6** All books and records of the Association shall be open to the inspection of members at each Annual General Meeting



- 9.7** The Association shall not distribute any part of its income to any of its Members. This does not preclude the payment of reasonable salaries or employee benefits, nor does it preclude the reimbursement of reasonable out-of-pocket expenses

## **10 Dissolution**

- 10.1** In the event of the dissolution or winding-up of the Association, all its remaining assets shall be distributed among Canadian charities registered pursuant to the *Income Tax Act*.