



CAROL PREST

**BYLAWS  
 OF THE  
 ASSOCIATION OF NEIGHBOURHOOD HOUSES OF BRITISH COLUMBIA**

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**BYLAWS  
OF THE  
ASSOCIATION OF NEIGHBOURHOOD HOUSES OF BRITISH COLUMBIA**

**1. INTERPRETATION**

**1.1 Definitions**

In these Bylaws and the Constitution of the Association, unless the context otherwise requires:

- (a) “**Act**” means the *Societies Act*, S.B.C. 2015, c. 18, as amended from time to time, and includes any successor legislation thereto;
- (b) “**Address of the Association**” means the registered office address of the Association on record from time to time with the Registrar;
- (c) “**Appointed Director**” means those Persons who have become Appointed Directors in accordance with these Bylaws;
- (d) “**Associate Members**” means those Entities who have become Associate Members in accordance with these Bylaws;
- (e) “**Association**” means the “Association of Neighbourhood Houses of British Columbia”;
- (f) “**Board**” means the Directors acting as authorized by the Act, the Constitution and these Bylaws in managing or supervising the management of the affairs of the Association and exercising the powers of the Association;
- (g) “**Board Development Committee**” means the committee created by the Board from time to time to consider and propose candidates for election to the Board;
- (h) “**Board Resolution**” means:
  - (1) a resolution passed by a simple majority of the votes cast in respect of the resolution by the Directors entitled to vote on such matter:
    - (A) in person at a duly constituted meeting of the Board,
    - (B) by Electronic Means in accordance with these Bylaws, or
    - (C) by combined total of the votes cast in person and by Electronic Means;  
or
  - (2) a resolution that has been submitted to all Directors and consented to in writing by two-thirds (2/3) of the Directors who would have been entitled to vote on the resolution at a meeting of the Board,  
  
and a Board Resolution approved by any of these methods is effective as though passed at a meeting of the Board;
- (i) “**Bylaws**” means the bylaws of the Association as filed with the Registrar;
- (j) “**Camp**” means a facility owned or operated by the Association;
- (k) “**Community Board**” means the group of Persons to whom certain powers are delegated by the Board in accordance with these Bylaws;
- (l) “**Community Board Governors**” means those Persons elected as the governing body of a Community Board for a Neighbourhood House or Camp in accordance with the Terms of Reference for the applicable Community Board;

- (m) “**Community Board Representative**” means the Person appointed by a Community Board in accordance with these Bylaws and the Terms of Reference established for each such Community Board to be an Appointed Director;
- (n) “**Constitution**” means the constitution of the Association as filed with the Registrar;
- (o) “**Directors**” means those Persons who are, or who subsequently become, directors of the Association in accordance with these Bylaws and have not ceased to be directors, and a “Director” means any one of them;
- (p) “**Elected Directors**” means those Persons who have become Elected Directors in accordance with these Bylaws;
- (q) “**Electronic Means**” means any system or combination of systems, including but not limited to mail, telephonic, electronic, radio, computer or web-based technology or communication facility, that:
  - (1) in relation to a meeting or proceeding, permits all participants to communicate with each other or otherwise participate contemporaneously, in a manner comparable, but not necessarily identical, to a meeting where all were present in the same location, and
  - (2) in relation to a vote, permits all eligible voters to cast a vote on the matter for determination in a manner that adequately discloses the intentions of the voters;
- (r) “**Entity**” means a trust, business corporation, co-operative, non-share corporation or partnership;
- (s) “**General Meeting**” means a meeting of the Members, and includes an annual general meeting and any special or extraordinary general meetings of the Association;
- (t) “**House Executive Director**” means a Person employed by the Association to manage and administer the affairs of a Neighbourhood House or Camp;
- (u) “**House Participant**” or “**Camp Participant**” means a Person who has applied to participate in the affairs of a Neighbourhood House or Camp, who is at least 16 years of age, who has been accepted for such participation by a Community Board and who has paid the annual dues in accordance with its Terms of Reference;
- (v) “**Income Tax Act**” means the *Income Tax Act*, R.S.C. 1985 (5<sup>th</sup> Supp.), c.1 as amended from time to time;
- (w) “**Members**” means those Persons who are, or who subsequently become, Voting Members, and those Entities which are, or which subsequently become, Associate Members in accordance with these Bylaws and, in either case, have not ceased to be members, and a “Member” means any one of them;
- (x) “**mutatis mutandis**” means with the necessary changes having been made to ensure that the language makes sense in the context;
- (y) “**Neighbourhood House**” means a facility owned or operated by the Association;
- (z) “**Notice of Dispute**” means a notice in writing given in accordance with Bylaw 11.2 hereof;
- (aa) “**Ordinary Resolution**” means:
  - (1) a resolution passed by a simple majority of the votes cast in respect of the resolution by the Voting Members:

- (A) in person at a duly constituted General Meeting, or
  - (B) by Electronic Means in accordance with these Bylaws, or
  - (C) by combined total of the votes cast in person at a General Meeting and the votes cast by Electronic Means; or
- (2) a resolution that has been submitted to the Voting Members and consented to in writing by at least two-thirds (2/3) of the Voting Members,
- and an Ordinary Resolution approved by any one or more of these methods is effective as though passed at a General Meeting of the Association;
- (bb) “**Person**” means a natural person who has attained the age of majority in British Columbia, except in the case of a House Participant, who must have attained the age of 16 years;
- (cc) “**President**” means the Person elected to the office of president of the Association in accordance with these Bylaws;
- (dd) “**Register of Members**” means the list of Voting Members and Associate Members required to be maintained by the Association pursuant to the *Societies Act*;
- (ee) “**Registered Address**” of a Member or Director means the address of that Person as recorded in the Register of Members or the Register of Directors;
- (ff) “**Registrar**” means the Registrar of Companies of the Province of British Columbia;
- (gg) “**Secession Resolution**” means a resolution passed at a meeting of House Participants or Camp Participants as the case may be, of which not less than 14 day’s written notice specifying the intention to propose the Secession Resolution has been given to such House Participants or Camp Participants and the House Executive Director, if any, and at which a quorum of at least 30% of the relevant House Participants or Camp Participants, and at least 75% of the Community Board’s Governors in office on the date notice is given in the case of a Neighbourhood House, or the Camp Participants, in the case of a Camp, are in attendance at the meeting;
- (hh) “**Secretary**” means a Person elected to the office of secretary of the Association in accordance with these Bylaws;
- (ii) “**Special Resolution**” means:
- (1) a resolution, of which the notice required by the Act and these Bylaws has been provided, passed by at least two-thirds (2/3) of the votes cast in respect of the resolution by the Voting Members:
    - (A) in person at a duly constituted General Meeting,
    - (B) by Electronic Means in accordance with these Bylaws, or
    - (C) by combined total of the votes cast in person at a General Meeting and the votes cast by Electronic Means; or
  - (2) a resolution that has been submitted to the Voting Members and consented to in writing by every Voting Member who would have been entitled to vote on the resolution in person at a General Meeting,
- and a Special Resolution approved by any one or more of these methods is effective as though passed at a General Meeting;

- (jj) **“Terms of Reference”** means a document created by the Board to establish the means by which a Committee or Community Board is governed;
- (kk) **“Treasurer”** means a Person elected to the office of treasurer of the Association in accordance with these Bylaws;
- (ll) **“Vice-President”** means a Person elected to the office of vice-president of the Association in accordance with these Bylaws; and
- (mm) **“Voting Member”** means those Persons who have become Voting Members in accordance with these Bylaws.

## 1.2 **Societies Act Definitions**

Except as otherwise provided, the definitions in the Act on the date these Bylaws become effective apply to these Bylaws and the Constitution.

## 1.3 **Plural and Singular Forms**

In these Bylaws, a word defined in the plural form includes the singular and vice-versa.

# 2. **MEMBERSHIP**

## 2.1 **Admission to Membership**

There are two classes of Membership in the Association: Voting Membership and Associate Membership.

## 2.2 **Eligibility for and Admission to Voting Membership**

Any Person who signs the required application form and pays the annual membership dues may become a Voting Member.

Any Person who becomes a Voting Member and is also a House Participant will be identified as such on the Association’s Register of Members.

## 2.3 **Dues for Voting Members**

The Directors will determine the annual membership dues for Voting Members, other than those Voting Members described in Bylaw 2.4. Dues are payable no later than April 30<sup>th</sup> in each year.

## 2.4 **Eligibility for Associate Membership**

Any Entity which expresses an interest in the Neighbourhood House movement and in the mission and vision of the Association is eligible for Associate Membership.

## 2.5 **Admission of Associate Members**

An Associate Member is an Entity which is eligible for Associate membership whose application for admission as an Associate Member has been accepted by the Directors. Associate membership is non-voting.

## 2.6 **Dues for Associate Membership**

The Directors will determine the annual membership dues for Associate Members. Dues are payable no later than April 30<sup>th</sup> in each year.



## **2.7 Transition of Membership**

On the date these Bylaws come into force, each Person who is a Member of the Association in good standing will continue as a Member until unless he, she or it otherwise ceases to be a Member in accordance with these Bylaws.

## **2.8 Membership not Transferable**

Membership is not transferable.

## **2.9 Standing of Members**

All Members are deemed to be in good standing except for a Member who has failed to pay his, her, or its annual membership dues by April 30<sup>th</sup> in each year. Notwithstanding anything to the contrary, a newly admitted member who has been proposed for election to the Board by the Board Development Committee will be deemed to be a Member in good standing if such Member's annual membership dues have been paid prior to the commencement of any meeting upon which the proposed election of such Person to become a Director occurs.

## **2.10 Cessation of Membership**

A Person or Entity will immediately cease to be a Member:

- (a) upon the date which is the later of:
  - (1) the date of delivering his, her or its resignation in writing to the Secretary or to the Address of the Association; and
  - (2) the effective date of the resignation stated thereon;
- (b) upon no longer being a Member in good standing;
- (c) upon his, her or its expulsion;
- (d) if an Entity, upon its dissolution; or
- (e) if a Voting Member, upon his or her death.

## **3. MEMBERSHIP RIGHTS AND OBLIGATIONS**

### **3.1 Rights of Membership**

In addition to any rights conferred by the Act, and these Bylaws, a Member in good standing has the following rights and privileges of membership:

- (a) to receive notice of, and to attend, all General Meetings;
- (b) to make or second motions at a General Meeting and to speak in debate on motions under consideration in accordance with such rules of order as may be adopted;
- (c) if a Voting Member, to exercise a vote on matters for determination at General Meetings; and
- (d) may participate in the programs and initiatives of the Association, in accordance with such criteria as may be determined by the Board from time to time.

### **3.2 Member not in Good Standing**

A Member who is not in good standing has the right to receive notice of, and to attend, all General Meetings, and may participate in programs or initiatives of the Association (subject to eligibility) but is

suspended from all of the other rights and privileges described in Bylaw 3.1 for so long as he or she remains not in good standing.

### **3.3 Compliance with Constitution, Bylaws and Policies**

Every Member will, at all times:

- (a) uphold the Constitution and comply with these Bylaws, the regulations and the policies of the Association in effect from time to time; and
- (b) further and not hinder the purposes, aims and objects of the Association.

### **3.4 Expulsion of Member**

A Member may be expelled by a Special Resolution.

Notice of a Special Resolution to expel a Member will be provided to all Members and will be accompanied by a brief statement of the reasons for the proposed expulsion.

The Member who is the subject of the proposed expulsion will be provided with an opportunity to respond to the statement of reasons at or before the time the Special Resolution for expulsion is considered by the Members.

### **3.5 No Distribution of Income to Members**

The Association shall be carried on without purpose of gain for its member(s), and no part of any income of the Association shall be made payable or otherwise available for the personal benefit of the member(s) thereof, and any profits or other accretions to the Association shall be used for promoting its purposes. *This provision was previously unalterable.*

## **4. MEETINGS OF MEMBERS**

### **4.1 Time and Place of General Meetings**

The General Meetings of the Association will be held at such time and place, in accordance with the Act, as the Board decides.

### **4.2 Annual General Meetings**

An annual general meeting will be held at least once in every calendar year and in accordance with the Act.

### **4.3 Extraordinary General Meeting**

Every General Meeting other than an annual general meeting is an extraordinary general meeting.

### **4.4 Calling of Extraordinary General Meeting**

The Association will convene an extraordinary general meeting by providing notice in accordance with the Act and these Bylaws in any of the following circumstances:

- (a) at the call of the President;
- (b) when resolved by Board Resolution; or
- (c) when such a meeting is requisitioned by the Voting Members in accordance with the Act.

#### **4.5 Notice of General Meeting**

The Association will provide notice of every General Meeting to each Member by:

- (a) e-mail sent to the address provided by each Member who has provided the Association with an e-mail address not less than 14 days and not more than 60 days prior to the date of the General Meeting; and
- (b) posting notice of the General Meeting on the Association's website for Members, for at least 21 days immediately prior to the date of the General Meeting.

If necessary in the Board's discretion, the Association may send notice of a General Meeting to one or more Members in accordance with Bylaw 17.1.

#### **4.6 Contents of Notice**

Notice of a General Meeting will specify the place, the day and the time of the meeting and will include the text of every Special Resolution to be proposed or considered at that meeting.

If the Board has decided to hold a General Meeting with participation by Electronic Means, the notice of that meeting must inform Members how they may participate by Electronic Means.

#### **4.7 Omission of Notice**

The accidental omission to give notice of a General Meeting to a Member, or the non-receipt of notice by a Member, does not invalidate proceedings at that meeting.

### **5. PROCEEDINGS AT GENERAL MEETINGS**

#### **5.1 Business Required at Annual General Meeting**

The following business is required to be conducted at each annual general meeting of the Association:

- (a) the adoption of an agenda;
- (b) the approval of the minutes of the previous annual general meeting and any extraordinary general meetings held since the previous annual general meeting;
- (c) consideration of the financial statements and the report of the auditor thereon;
- (d) consideration of any Members' proposals submitted in accordance with the Act;
- (e) the election of Directors;
- (f) the appointment of the auditor; and
- (g) such other business, if any, required by the Act or at law to be considered at an annual general meeting.

The annual general meeting may include other business as determined by the Board in its discretion.

#### **5.2 Electronic Participation in General Meetings**

The Board may decide, in its discretion, to hold any General Meeting in whole or in part by Electronic Means.

When a General Meeting is to be conducted using Electronic Means, the Board must take reasonable steps to ensure that all participants are able to communicate and participate in the meeting

adequately and, in particular, that remote participants are able to participate in a manner comparable to participants present in person, if any.

Persons participating by Electronic Means are deemed to be present at the General Meeting.

### **5.3 Requirement of Quorum**

No business, other than the election of a Person to chair the meeting and the adjournment or termination of the meeting, will be conducted at a General Meeting at a time when a quorum is not present.

### **5.4 Quorum**

A quorum at a General Meeting is ten (10) Voting Members.

### **5.5 Lack of Quorum**

If within thirty (30) minutes from the time appointed for a General Meeting a quorum is not present, the meeting, if convened on the requisition of Voting Members, will be terminated, but in any other case it will stand adjourned to the same day, in the next week, at the same time and place, and if at the adjourned meeting a quorum is not present within thirty (30) minutes from the time appointed for the meeting, the Voting Members present will constitute a quorum and the meeting may proceed.

### **5.6 Loss of Quorum**

If at any time during a General Meeting there ceases to be a quorum present, business then in progress will be suspended until there is a quorum present or until the meeting is adjourned or terminated.

### **5.7 Chair**

The President (or, in the absence or inability of the President, the Vice-President) will, subject to a Board Resolution appointing another Person, preside as chairperson at all General Meetings.

If at any General Meeting the President, Vice-President or such alternate Person appointed by a Board Resolution, if any, is not present within fifteen (15) minutes after the time appointed for the meeting, the Directors present may select one of their number to preside as chairperson at that meeting.

### **5.8 Alternate Chair**

If a Person presiding as chairperson of a General Meeting wishes to step down as chairperson for all or part of that meeting, he or she may designate an alternate to chair such meeting or portion thereof, and upon such designated alternate receiving the consent of a majority of the Members present at such meeting, he or she may preside as chairperson.

### **5.9 Adjournment**

A General Meeting may be adjourned from time to time and from place to place, but no business will be transacted at an adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

## 5.10 Notice of Adjournment

It is not necessary to give notice of an adjournment or of the business to be transacted at an adjourned meeting except where a meeting is adjourned for more than fourteen (14) days, in which case notice of the adjourned meeting will be given as in the case of the original meeting.

## 6. VOTING BY MEMBERS

### 6.1 Ordinary Resolution Sufficient

Unless the Act, these Bylaws or adopted rules of order provide otherwise, every issue for determination by a vote of the Members will be decided by an Ordinary Resolution.

### 6.2 Entitlement to Vote

Each Voting Member in good standing is entitled to one (1) vote on matters for determination by the Members.

### 6.3 Voting Methods

Voting by Voting Members may occur by any one or more of the following methods, in the discretion of the Board:

- (a) by show of hands or voting cards;
- (b) by written ballot; or
- (c) by vote conducted by Electronic Means.

Where a vote is to be conducted by show of hands or voting cards, and prior to the question being put to a vote, a number of Voting Members equal to not less than ten percent (10%) of the votes present may request a secret ballot, and where so requested the vote in question will then be conducted by written ballot or other means whereby the tallied votes can be presented anonymously in such a way that it is impossible for the assembly to discern how a given Voting Member voted.

### 6.4 Voting by Proxy

Voting by proxy is not permitted.

## 7. DIRECTORS

### 7.1 Management of Property and Affairs

The Board will have the authority and responsibility to manage, or supervise the management of, the property and the affairs of the Association.

### 7.2 Qualifications of Directors

Pursuant to the Act, a Person may not be nominated, elected or appointed to serve (or continue to serve) as a Director if he or she:

- (a) is less than eighteen (18) years of age;
- (b) has been found by any court, in Canada or elsewhere, to be incapable of managing his or her own affairs;
- (c) is an undischarged bankrupt; or

- (d) has been convicted of a prescribed offence within the prescribed period, for which no pardon has been granted, in accordance with the Act.

In addition to the foregoing, a Person may not be nominated, elected or appointed to serve (or continue to serve) as a Director if he or she is not a Voting Member in good standing unless such Member is deemed to be in good standing in accordance with Bylaw 2.9.

### **7.3 Composition of Board**

The Board will be comprised of the following:

- (a) the Community Board Representatives appointed by each Community Board;
- (b) that number of Elected Directors which is one (1) less than the number of Community Board Representatives.

### **7.4 Term of Office for Community Board Representatives**

Community Board Representatives may be appointed for consecutive two (2) year terms, but may not be re-appointed after serving three (3) consecutive terms.

### **7.5 Adjustment of Board Composition**

In the event a Community Board is revoked in accordance with Bylaw 10.5, or secedes in accordance with Part 11 hereof, and the Community Board Representative for such Community Board ceases to be a Director, the Elected Directors will appoint a Person who must be a Community Board Governor from another Community Board to serve as a Director until the next general meeting at which there is a vacancy for an Elected Director.

### **7.6 Invalidation of Acts**

No act or proceeding of the Board is invalid by reason only of there being fewer than the required number of Directors in office.

### **7.7 Election of Directors**

Elected Directors will be elected by the Voting Members at a General Meeting and will take office commencing at the close of such meeting.

### **7.8 Transition of Directors' Terms**

Each Person who is a Director on the date these Bylaws come into force will continue as a Director for the remaining term to which he or she was elected, unless he or she otherwise ceases to be a Director in accordance with these Bylaws.

### **7.9 Term of Office for Elected Directors**

The term of office for Elected Directors will normally be two (2) years. However, the Board may by Board Resolution determine that some or all vacant Elected Directors' positions will have a term of less than two (2) years, the length of such term to be determined by the Directors in their discretion.

For purposes of calculating the duration of an Elected Director's term of office, the term will be deemed to commence at the close of the annual general meeting at which such Elected Director was elected. If, however, the Elected Director was elected at an extraordinary general meeting his or her term of office will be deemed to have commenced at the close of the annual general meeting next following such extraordinary general meeting.

#### **7.10 Consecutive terms for Elected Directors**

Elected Directors may be elected for consecutive terms.

#### **7.11 Term Limit for Elected Directors**

An Elected Director may serve for no more than three (3) consecutive terms.

#### **7.12 Extension of Term to Maintain Minimum Number of Directors**

Every Director serving a term of office will retire from office at the close of the annual general meeting in the year in which his or her term expires, provided that if insufficient successors are elected and the result is that the number of Directors would fall below three (3), the Person or Persons previously elected as Directors may, if they consent, continue to hold office, and the term of such Director or Directors is deemed to be extended, until such time as successor Directors are elected.

#### **7.13 Appointment to fill Vacancy**

If a Director ceases to hold office before the expiry of his or her term, the Board, by Board Resolution, may appoint a Voting Member qualified in accordance with Bylaw 7.2 to fill the resulting vacancy.

The position occupied by an appointed replacement Director will become available for election at the next annual general meeting and each such appointed replacement Director will continue in office until the conclusion of the next annual general meeting unless he or she otherwise ceases to be a Director in accordance with these Bylaws. The appointed replacement Director may run for the vacant position.

The period during which a Person serves as an appointed replacement Director does not count toward the term limits set out above.

#### **7.14 Removal of Director**

The Voting Members may remove a Director before the expiration of such Director's term of office by Special Resolution and may elect a replacement Director by Ordinary Resolution to serve for the balance of the removed Director's term.

#### **7.15 Ceasing to be a Director**

A Person will immediately cease to be a Director:

- (a) upon the date which is the later of:
  - (1) the date of delivering his or her resignation in writing to the Secretary or to the Address of the Association; and
  - (2) the effective date of the resignation stated therein;
- (b) upon the expiry of his or her term;
- (c) upon the date such Person is no longer qualified pursuant to Bylaw 7.2;
- (d) if a Community Board Representative, upon the revocation or secession of his or her Community Board;
- (e) upon his or her removal; or
- (f) upon his or her death.

## **8. POWERS AND RESPONSIBILITIES OF THE BOARD**

### **8.1 Powers of Directors**

The Board may exercise all such powers and do all such acts and things as the Association may exercise and do, and which are not by these Bylaws or by statute or otherwise lawfully directed or required to be exercised or done by the Members in General Meeting, but nevertheless subject to the provisions of:

- (a) all laws affecting the Association; and
- (b) these Bylaws and the Constitution.

Without limiting the generality of the foregoing, the Board will have the power to make expenditures, including grants, gifts and loans, whether or not secured or interest-bearing, in furtherance of the purposes of the Association. The Board will also have the power to enter into trust arrangements or contracts on behalf of the Association in furtherance of the purposes of the Association.

### **8.2 Duties of Directors**

Pursuant to the Act, every Director will:

- (a) act honestly and in good faith with a view to the best interests of the Association;
- (b) exercise the care, diligence and skill that a reasonably prudent individual would exercise in comparable circumstances; and
- (c) act in accordance with the Act and the regulations thereunder.

### **8.3 Remuneration of Directors and Officers and Reimbursement of Expenses**

The directors shall serve without remuneration, and the directors shall not receive, directly or indirectly, any profit from their position as directors but may be paid reasonable expenses incurred by them in performance of their duties. ***This provision was previously unalterable.***

### **8.4 Investment of Property and Standard of Care**

If the Board is required to invest funds on behalf of the Association, the Board may invest the property of the Association in any form of property or security in which a prudent investor might invest. The standard of care required of the Directors is that they will exercise the care, skill, diligence and judgment that a prudent investor would exercise in making investments in light of the purposes and distribution requirements of the Association.

### **8.5 Investment Advice**

The Directors may obtain advice with respect to the investment of the property of the Association and may rely on such advice if a prudent investor would rely upon the advice in comparable circumstances.

### **8.6 Delegation of Investment Authority to Agent**

The Directors may delegate to a stockbroker, investment dealer, or investment counsel the degree of authority with respect to the investment of the Association's property that a prudent investor might delegate in accordance with ordinary business practice.



## **9. PROCEEDINGS OF THE BOARD**

### **9.1 Board Meetings**

Meetings of the Board may be held at any time and place determined by the Board.

The President, or in the absence of the President, the Vice-President, or any three (3) Directors, may at any time request the Secretary to convene a meeting of the Board.

### **9.2 Notice of Board Meetings**

Meetings of the Board may be held at any time and place determined by the Board provided that two (2) days' notice of such meeting will be sent to each Director.

However, no formal notice will be necessary if all Directors were present at the preceding meeting when the time and place of the meeting was decided or are present at the meeting or waive notice thereof in writing or give a prior verbal waiver to the Secretary.

### **9.3 Participation by Electronic Means**

The Board may decide, in its discretion, to hold any meeting or meetings of the Board in whole or in part by Electronic Means.

### **9.4 Quorum**

The Board may from time to time fix the quorum necessary to transact business and, unless so fixed, the quorum will be a majority of the Directors.

### **9.5 Director Conflict of Interest**

A Director who has a direct or indirect material interest in a contract or transaction (whether existing or proposed) with the Association, or a matter for consideration by the Directors:

- (a) will be counted in the quorum at a meeting of the Board at which the contract, transaction or matter is considered;
- (b) will disclose fully and promptly the nature and extent of his or her interest in the contract, transaction or matter;
- (c) is not entitled to vote on the contract, transaction or matter;
- (d) will absent him or herself from the meeting or portion thereof:
  - (1) at which the contract, transaction or matter is discussed, unless requested by the Board to remain to provide relevant information; and
  - (2) in any case, during the vote on the contract, transaction or matter; and
- (e) refrain from any action intended to influence the discussion or vote.

The Board may establish further policies governing conflicts of interest of Directors and others, provided that such policies must not contradict the Act or these Bylaws.

### **9.6 Chair of Meetings**

The President (or, in the absence or inability of the President, the Vice-President) will preside as chairperson at all meetings of the Board.

If at any meeting of the Board the President, Vice-President and such alternate Person appointed by a Board Resolution, if any, are not present within fifteen (15) minutes after the time appointed for the meeting or requests that he or she not chair that meeting, the Directors present may choose one of their number to preside as chairperson at that meeting.

#### **9.7 Alternate Chair**

If the Person presiding as chairperson of a meeting of the Board wishes to step down as chairperson for all or part of that meeting, he or she may designate an alternate to chair such meeting or portion thereof, and upon such designated alternate receiving the consent of a majority of the Directors present at such meeting, he or she may preside as chairperson.

### **10. COMMUNITY BOARDS**

#### **10.1 Establishment of Community Board**

The Board may, in its discretion, decide to establish a Community Board for a Neighbourhood House or Camp.

#### **10.2 Terms of Reference**

In the event the Board decides to establish a Community Board for a Neighbourhood House or Camp, it must establish a Terms of Reference for such Community Board. The Terms of Reference must describe the governance structure of the Community Board, the role of the Community Board and the powers to be delegated to the Community Board. The Board may, in its discretion, amend any Terms of Reference established for a Community Board in any manner it sees fit at any time.

#### **10.3 Delegation to Community Board**

The Board may delegate such of its powers to a Community Board as it thinks fit.

#### **10.4 Appointment of Community Board Representative**

Each Community Board will appoint a Community Board Representative who must be a Person who has attained the age of majority. In the event a Community Board fails to appoint a Community Board Representative within thirty (30) days of receiving a notice from the Board requesting such appointment, the Board will appoint a Community Board Representative for such Community Board, which Person will serve until the Board is advised of the appointment by the Community Board of its Community Board Representative.

#### **10.5 Revocation of Community Board and Termination of Terms of Reference**

The Board may, in its discretion, revoke a Community Board and terminate its Terms of Reference at any time except that it may not revoke a Community Board and terminate its Terms of Reference if a Notice of Dispute has been issued in accordance with Bylaw 11.2 hereof. If the Board revokes a Community Board, the appointment of such Community Board's Community Board Representative will cease upon the date of such revocation.

### **11. COMMUNITY BOARD DISPUTE RESOLUTION AND SECESSION**

#### **11.1 Stage One Dispute Resolution**

In the event that the Community Board Governors of a Community Board (the "Dissenting Community Board") and the Board have a disagreement, either may provide the other with a Notice of Dispute. The recipient of a Notice of Dispute is required to meet with the donor of the Notice of Dispute within

45 days of the delivery of the Notice of Dispute to the recipient, at which time the issue which is the subject of the disagreement will be discussed and, if possible, resolved by mutual agreement.

### **11.2 Failure of Stage One Dispute Resolution**

In the event the Dissenting Community Board and the Board cannot resolve their disagreement in accordance with the procedure described in Bylaw 11.1 within 90 days after its commencement, then provided that a Secession Resolution has not been delivered in accordance with Bylaw 11.3, the Board and the Dissenting Community Board must mediate. If a mediation does not result in an agreement between the Board and the Dissenting Community Board within 90 days of the commencement of the mediation, then the Board and the Dissenting Community Board must arbitrate. Any mediation or arbitration will be conducted in accordance with rules established by the British Columbia International Arbitration Centre.

### **11.3 Failure of Dispute Resolution and Secession Resolution**

In the event the Dissenting Community Board and the Board cannot resolve their disagreement in accordance with the procedure described in Bylaw 11.1, then the Dissenting Community Board may, within 90 days of the date upon which the meeting described in Bylaw 11.2 is held, pass a Secession Resolution provided that the Dissenting Community Board has first followed the procedures mandated by any Terms of Reference relating to the secession of a Neighbourhood House or Camp established by the Board. If a Secession Resolution is passed, then a copy must be delivered to the Board as soon as reasonably possible.

### **11.4 Negotiation of Secession**

In the event a Secession Resolution is passed and delivered to the Board, the Board and the Dissenting Community Board must then commence a negotiation, in good faith, with respect to the secession of the Neighbourhood House or Camp from the Association. Such negotiations must commence no later than 45 days after the delivery of the Secession Resolution to the Board. Any real property or interest in real property associated with the Neighbourhood House or Camp will remain the property of the Association. The Board and the Dissenting Community Board will negotiate in good faith the transfer of property other than real property and employees and the liabilities associated with the Neighbourhood House or Camp.

In the event the negotiation does not result in an agreement between the parties within 90 days after its commencement, then the Board and the Dissenting Community Board must mediate. If a mediation does not result in an agreement between the Board and the Dissenting Community Board within 90 days of the commencement of the mediation, then the Board and the Dissenting Community Board must arbitrate. Any mediation or arbitration will be conducted in accordance with rules established by the British Columbia International Arbitration Centre.

## **12. OFFICERS**

### **12.1 Officers**

The officers of the Association are the President, Vice-President, Secretary and Treasurer, together with such other officers, if any, as the Board, in its discretion, may create. All officers must be Directors. No officer may hold the same office for more than three (3) consecutive years and the President may not be a Community Board Representative.

The Board may, by Board Resolution, create and remove such other officers of the Association as it deems necessary and determine the duties and responsibilities of all officers.

## **12.2 Election of Officers**

At each meeting of the Board immediately following an annual general meeting, the Board will elect the officers.

## **12.3 Term of Officer**

The term of office for each officer will be one (1) year, commencing on the date the Director is elected as an officer in accordance with Bylaw 12.2 and continuing until the first meeting of the Board held after the next following annual general meeting. A Director may be elected as an officer for consecutive terms.

## **12.4 Removal of Officers**

A Person may be removed as an officer by Board Resolution.

## **12.5 Replacement**

Should the President or any other officer for any reason be unable to complete his or her term, the Board will remove such officer from his or her office and will elect a replacement without delay.

## **12.6 Duties of President**

The President will supervise the other officers in the execution of their duties and will preside at all meetings of the Association and of the Board.

## **12.7 Duties of Vice-President**

The Vice-President will assist the President in the performance of his or her duties and will, in the absence of the President, perform those duties. The Vice-President will also perform such additional duties as may be assigned by the Board.

## **12.8 Duties of Secretary**

The Secretary will be responsible for making the necessary arrangements for:

- (a) the issuance of notices of meetings of the Association and the Board;
- (b) the keeping of minutes of all meetings of the Association and the Board;
- (c) the custody of all records and documents of the Association, except those required to be kept by the Treasurer;
- (d) the maintenance of the Register of Members; and
- (e) the conduct of the correspondence of the Association.

## **12.9 Duties of Treasurer**

The Treasurer will be responsible for making the necessary arrangements for:

- (a) the keeping of such financial records, reports and returns, including books of account, as are necessary to comply with the Act and the Income Tax Act; and
- (b) the rendering of financial statements to the Directors, Members and others, when required.

## **12.10 Absence of Secretary at Meeting**

If the Secretary is absent from any General Meeting or meeting of the Board, the Directors present will appoint another Person to act as secretary at that meeting.

## **12.11 Combination of Offices of Secretary and Treasurer**

The offices of Secretary and Treasurer may be held by one Person who will be known as the Secretary-Treasurer.

# **13. INDEMNIFICATION**

## **13.1 Indemnification of Directors and Eligible Parties**

To the extent permitted by the Act, each Director and eligible party (as defined by the Act) will be indemnified by the Association against all costs, charges and expenses, including legal and other fees, actually and reasonably incurred in connection with any legal proceeding or investigative action, whether current, threatened, pending or completed, to which that Person by reason of his or her holding or having held authority within the Association:

- (a) is or may be joined as a party to such legal proceeding or investigative action; or
- (b) is or may be liable for or in respect of a judgment, penalty or fine awarded or imposed in, or an amount paid in settlement of, such legal proceeding or investigative action.

## **13.2 Purchase of Insurance**

The Association may purchase and maintain insurance for the benefit of any or all Directors, officers, employees or agents against personal liability incurred by any such Person as a Director, officer, employee or agent.

# **14. COMMITTEES**

## **14.1 Creation and Delegation to Committees**

The Board may create such standing and special committees as may from time to time be required. Any such committee will limit its activities to the purpose or purposes for which it is appointed and will have no powers except those specifically conferred by Board Resolution.

The Board may delegate any, but not all, of its powers to committees which may be in whole or in part composed of Directors as it thinks fit.

## **14.2 Standing and Special Committees**

Unless specifically designated as a standing committee, a committee is deemed to be a special committee and any special committee so created must be created for a specified time period.

A special committee will automatically be dissolved upon the earlier of the following:

- (a) the completion of the specified time period; or
- (b) the completion of the task for which it was created.

## **14.3 Terms of Reference**

In the event the Board decides to create a committee, it must establish terms of reference for such committee. A committee, in the exercise of the powers delegated to it, will conform to any rules that

may from time to time be imposed by the Board in the terms of reference or otherwise, and will report every act or thing done in exercise of those powers at the next meeting of the Board held after it has been done, or at such other time or times as the Board may determine.

#### **14.4 Meetings**

The members of a committee may meet and adjourn as they think proper and meetings of the committees will be governed *mutatis mutandis* by the rules set out in these Bylaws governing proceedings of the Board.

### **15. EXECUTION OF INSTRUMENTS**

#### **15.1 Seal**

The Association will not have a corporate seal.

#### **15.2 Execution of Instruments**

Contracts, documents or instruments in writing requiring execution by the Association will be signed by the President, together with the Secretary or Treasurer and all contracts, documents and instruments in writing so signed will be binding upon the Association without any further authorization or formality.

The Board will have power from time to time by Board Resolution to appoint any officer or officers, or any Person or Persons, on behalf of the Association to sign contracts, documents and instruments in writing generally or to sign specific contracts, documents or instruments in writing.

### **16. FINANCIAL MATTERS**

#### **16.1 Accounting Records**

The Association will maintain such financial and accounting records and books of account as are required by the Act and applicable laws.

#### **16.2 Borrowing Powers**

In order to carry out the purposes of the Association, the Board may, on behalf of and in the name of the Association, raise, borrow or secure the payment or repayment of money in any manner it decides, including the granting of guarantees, and in particular, but without limiting the foregoing, by the issue of debentures.

#### **16.3 Restrictions on Borrowing Powers**

The Voting Members may, by Special Resolution, restrict the borrowing powers of the Board.

#### **16.4 Audit Required**

The Association is required to be audited and will annually appoint an auditor with the qualifications required by the Act and will comply with the relevant provisions of the Act and this Part.

#### **16.5 Appointment of Auditor at Annual General Meeting**

An auditor will be appointed at an annual general meeting to hold office until such auditor is reappointed at a subsequent annual general meeting or a successor is appointed in accordance with the procedures set out in the Act.

## **16.6 Vacancy in Auditor**

Except as provided in Bylaw 16.7, the Board will fill any vacancy occurring in the office of auditor and an auditor so appointed will hold office until the next annual general meeting.

## **16.7 Removal of Auditor**

An auditor may be removed and replaced by Ordinary Resolution in accordance with the procedures set out in the Act.

## **16.8 Notice of Appointment**

An auditor will be promptly informed in writing of such appointment or removal.

## **16.9 Auditor's Report**

The auditor must prepare a report on the financial statements of the Association in accordance with the requirements of the Act and applicable law.

## **16.10 Participation in General Meetings**

The auditor is entitled in respect of a General Meeting to:

- (a) receive every notice relating to the meeting to which a Member is entitled;
- (b) attend the meeting; and
- (c) to be heard at the meeting on any part of the business of the meeting that deals with the auditor's duties or function.

An auditor who is present at a General Meeting at which the financial statements are considered must answer questions concerning those financial statements, the auditor's report and any other matter relating to the auditor's duties or function.

## **17. NOTICE GENERALLY**

### **17.1 Method of Giving Notice**

Except as otherwise provided in these Bylaws, a notice may be given to a Member or a Director either personally, by delivery, courier or by mail posted to such Person's Registered Address, or, where a Member or Director has provided a fax number or e-mail address, by fax or e-mail, respectively.

### **17.2 When Notice Deemed to have been Received**

A notice sent by mail will be deemed to have been given on the day following that on which the notice was posted. In proving that notice has been given, it is sufficient to prove the notice was properly addressed and put in a Canadian Government post office receptacle with adequate postage affixed, provided that if, between the time of posting and the deemed giving of the notice, a mail strike or other labour dispute which might reasonably be expected to delay the delivery of such notice by the mails occurs, then such notice will only be effective when actually received.

Any notice delivered personally, by delivery or courier, facsimile, or electronic mail will be deemed to have been given on the day it was so delivered or sent.

### 17.3 Days to be Counted in Notice

If a number of days' notice or a notice extending over any other period is required to be given, the day the notice is given or deemed to have been given and the day on which the event for which notice is given will not be counted in the number of days required.

## 18. MISCELLANEOUS

### 18.1 Dissolution (Original)

To raise and assist in raising necessary capital and operating funds of the Association and upon the winding up or dissolution of the Association, any funds of the Association remaining after the satisfaction of its debt and liabilities shall be given or transferred to the Alexandra Foundation of the Association of neighbourhood Houses (in Foundation)[sic], or in the event that the Foundation is no longer in existence, to a recognized charitable organization in the Province of British Columbia or elsewhere in Canada as may be decided by the members of the Association at the time of the winding-up or dissolution. This provision with reference to the distribution of assets upon winding-up or dissolution is unalterable. ***This provision was previously unalterable.***

### 18.2 Dissolution (Updated)

In the event of the dissolution of the Association of Neighbourhood Houses of British Columbia where the Association of Neighbourhood Houses of British Columbia has received funds from her Majesty in the Right of the Province of British Columbia to construct, in part of [sic] whole, any recreation facility, the Minister of the Provincial Secretary and Government Services shall be advised prior to such action and any assets remaining after payment of all debts and obligations shall be given or transferred to the Alexandra Foundation of the Association of Neighborhood Houses (the Foundation), or in the event the Foundation is no longer in existence, to a recognized charitable organization in the Province of British Columbia or elsewhere in Canada as may be decided by members of the Association at the time of winding-up or dissolution. This provision with reference to distribution of assets upon a winding-up or dissolution is unalterable. ***This provision was previously unalterable.***

### 18.3 Charitable Registration

The charitable organization referred to in Clause 4 must be registered under the provisions of the Income Tax Act. ***This provision was previously unalterable.***

### 18.4 Facility Access

The Association of Neighbourhood Houses of British Columbia guarantees access to any recreation facility which is constructed in part or in whole with funds received from Her Majesty in the Right of the Province of British Columbia, to any person or persons who wish to use it in accordance with the purpose of the facility; the charge for using the said facility to those members of the public who are not members of the Association shall be either a daily or hourly charge, or other charges, as agreed upon between the Association and the Ministry of the provincial Secretary and Government Services, or the Ministry of Government charged with this responsibility. ***This provision was previously unalterable.***

### 18.5 Inspection of Documents and Records

The documents and records of the Association, including the financial and accounting records and the minutes of General Meetings, committee meetings and meetings of the Board, will be open to the inspection of any Director at reasonable times and on reasonable notice.



A Member in good standing is entitled, upon providing not less than fourteen (14) days' notice in writing to the Association, to inspect any of the following documents and records of the Association at the Address of the Association during the Association's normal business hours:

- (a) the Constitution and these Bylaws, and any amendments thereto;
- (b) the statement of directors and registered office of the Association;
- (c) minutes of any General Meeting, including the text of each resolution passed at the meeting;
- (d) resolutions of the Members in writing, if any;
- (e) annual financial statements relating to a past fiscal year that have been received by the Members in a General Meeting;
- (f) the register of Directors;
- (g) the register of Members;
- (h) the Association's certificate of incorporation, and any other certificates, confirmations or records furnished to the Association by the Registrar;
- (i) copies of orders made by a court, tribunal or government body in respect of the Association;
- (j) the written consents of Directors to act as such and the written resignations of Directors; and
- (k) the disclosure of a Director or of a senior manager regarding a conflict of interest.

Except as expressly provided by statute or at law, a Member will not be entitled or have the right to inspect any other document or record of the Association. However, subject to such policies as the Board may establish, a Member in good standing may request, in writing delivered to the Address of the Association, to inspect any other document or record of the Association and the Board may allow the Member to inspect the document or a copy thereof, in whole or in part and subject to such redaction as the Board deems necessary, all in the Board's sole discretion.

Copies of documents which a Member is allowed to inspect may be provided on request by the Member for a fee to be determined by the Board, provided such fee does not exceed the limits prescribed in the Act.

## **19. BYLAWS**

### **19.1 Entitlement of Members to copy of Constitution and Bylaws**

On being admitted to membership, each Member is entitled to, and upon request the Association will provide him or her with, access to a copy of the Constitution and these Bylaws.

### **19.2 Special Resolution required to Alter Bylaws**

These Bylaws will not be altered except by Special Resolution.

### **19.3 Effective Date of Alteration**

Any alteration to the Bylaws or Constitution will take effect on the date the alteration application is filed with the Registrar in accordance with the Act.