



# Chestermere United FC

## By-Laws

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## Chestermere United FC By-Laws

### 1. Article 1 – Preamble

#### 1.1. The Society

The name of this Society is Chestermere United Football Club, which may also be referred to as Chestermere United FC or CUFC or the Club.

#### 1.2. The By-laws

The following *Articles* set forth the By-laws of Chestermere United Football Club.

### 2. Article 2 – Objective of the Society

#### 2.1. Objective

The Objective of Chestermere United Football Club is to provide soccer activities for community members of Chestermere, Alberta and the surrounding area.

### 3. Article 3 – Defining and Interpreting the By-laws

#### 3.1. Definitions

In these By-laws, the following words have these meanings:

3.1.1. **AGM:** Annual General Meeting

3.1.2. **ASA:** Alberta Soccer Association

3.1.3. **Affiliation:** an official connection

3.1.4. **Agenda:** list of items to be discussed at a formal meeting

3.1.5. **Alberta Soccer Association:** the provincial governing body for soccer in Alberta; also referred to as ASA

3.1.6. **Annual General Meeting:** the CUFC's annual meeting, which all Members may attend. This is the meeting at which Resolutions are approved and the election of the Board of Directors occurs; also referred to as AGM.

3.1.7. **Association:** a group of people organized for a joint purpose

3.1.8. **Audit:** a formal examination and verification of financial accounts

3.1.9. **The Board:** the Board of Directors of Chestermere United Football Club

3.1.10. **By-laws:** the rules and regulations enacted by an association or a corporation to provide a framework for its operation and management

3.1.11. **CLSF:** Canal Links Soccer Federation

3.1.12. **CMSA:** Calgary Minor Soccer Association

3.1.13. **CSA:** Canadian Soccer Association

3.1.14. **CUFC:** Chestermere United Football Club

3.1.15. **Calgary Minor Soccer Association:** is the soccer district which runs the league in which Chestermere United Football Club's competitive teams play; also referred to as CMSA

3.1.16. **Canadian Soccer Association:** the governing body for soccer in Canada; also referred to as CSA



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- 3.1.17. **Canal Links Soccer Federation:** the soccer district to which Chestermere United Football Club belongs; also referred to as CLSF
- 3.1.18. **Chestermere United Football Club:** our soccer association and the society to which these By-laws apply; also referred to as Chestermere United FC, Chestermere United, CUFC, the Club or the Society
- 3.1.19. **Club:** a recognized incorporated Society or Association that promotes the development of the sport of soccer within a defined group
- 3.1.20. **Debenture:** a bond secured only by the general assets of the issuing organization
- 3.1.21. **Director:** a person elected or appointed to the Board of Chestermere United FC; also referred to as Board Member
- 3.1.22. **Dissolution:** the breaking down or ending of the Club
- 3.1.23. **Executive Director:** the individual who presides over the day-to-day operations of CUFC. This is a non-voting member of the CUFC Board.
- 3.1.24. **Financial Statement:** a formal record of the financial activities and position of the Society
- 3.1.25. **Fiscal Year:** period of twelve (12) consecutive months chosen by an organization as its accounting period, which may or may not be a calendar year
- 3.1.26. **Member:** a member of Chestermere United FC, as defined in *Article 5*
- 3.1.27. **Minutes:** the official written record of a meeting
- 3.1.28. **Notice:** the official announcement of a Society Meeting to Members
- 3.1.29. **Objective:** the purpose of the formation of the Society; what the Society plans to achieve
- 3.1.30. **Ordinary Resolution:** a motion passed by Members at the Annual General Meeting
- 3.1.31. **Quorum:** The minimum number of people, as specified by the By-laws, required at each Board Meeting, General Meeting or Special Meeting in order for business to be legally carried out. In the absence of a quorum, debate can continue, but no votes can be taken, except the vote to adjourn.
- 3.1.32. **Registered Office:** the official office for the Society, to which all communications and notices may be sent and at which all process may be served
- 3.1.33. **Resolution:** a motion passed by Members at the Annual General Meeting or a Special General Meeting
- 3.1.34. **SGM:** Special General Meeting
- 3.1.35. **Societies Act:** the *Societies Act* R.S.A. 2000, Chapter S-14, as amended, or any statute substituted for it; also referred to as the Act.



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**3.1.36. Society:** an organization or club formed for a particular purpose or activity; *Chestermere United Football Club*

**3.1.37. Special General Meeting:** is called to deal with specific business requiring a Special Resolution. The Special Resolution will be specified in the Notice; also referred to as SGM.

**3.1.38. Special Resolution:** a resolution passed by Members at a Special General Meeting

**3.1.39. Voting Member:** a Member entitled to vote at the meetings of the Society

**3.1.40. Year End:** the final date of a fiscal year

## 3.2. Interpretation

The following rules of interpretation must be applied in interpreting these By-laws.

### 3.2.1. Singular and Plural

Words indicating the singular number also include the plural, and vice-versa.

### 3.2.2. Gender-neutral Pronoun

Common usage of "they" and "their" has been utilized to refer to persons of unknown or both genders, in lieu of "he/she" and "his/her".

### 3.2.3. Corporations

Words indicating persons also include corporations and other businesses entities.

### 3.2.4. Headings

Headings are for convenience only and do not affect the interpretation of these By-laws.

## 3.3. Liberal Interpretation

3.3.1. These By-laws must be interpreted broadly and generously.

3.3.2. Interpretations of these By-laws, as well as questions in dispute, shall be referred to the Board.

3.3.3. All questions regarding the Policies and Procedures and Rules, which are not covered in the By-laws, shall be referred to the Board for decision.

## 4. Article 4 – Affiliations of the Society

### 4.1. Affiliations

Chestermere United FC shall be affiliated with Canal Links Soccer Federation (CLSF), Calgary Minor Soccer Association (CMSA) and Alberta Soccer Association (ASA), through the rules as set out by Canadian Soccer Association (CSA).

## 5. Article 5 – Membership

### 5.1. Classification of Membership

There are two (2) types of CUFC Members:

- a. Full Members
- b. Associate Members

### 5.2. Full Members

5.2.1. Full membership includes all of the rights and responsibilities defined in *Article 5.6.*

5.2.2. Full membership is automatically assigned upon registration to all players currently registered in a CUFC program, with fees not in arrears.



### 5.3. Associate Members

5.3.1. Associate Membership includes all of the rights and responsibilities of Full Membership (see *Article 5.6*), with the exception of voting rights.

5.3.2. Associate Membership is automatically assigned:

- a. to parents, step-parents and legal guardians of a player under the age of eighteen (18) years, who is currently registered in a CUFC program, with fees not in arrears,
- b. to an individual over the age of eighteen (18) who does not have a child registered in a CUFC program, but who maintains either a Board-recognized volunteer position or a professional staff position within CUFC.

### 5.4. Terms of Admission

5.4.1. Any individual may become a member in the appropriate category by meeting the requirements in *Article 5.2 and 5.3*.

5.4.2. All Full Members will be recorded on the Full Members List, which will be kept in the CUFC Club Manual.

### 5.5. Membership Year

Membership shall run for a twelve-month period from the date of the Full Member's most recent registration. Participants in both indoor and outdoor CUFC programs are eligible.

### 5.6. Rights and Responsibilities of Members

Any Member in good standing is entitled to:

- a. receive notice of all General Meetings of CUFC
- b. attend any General Meeting of CUFC

- c. speak at any General Meeting of CUFC, by prior arrangement or at allocated time on the meeting agenda
- d. be eligible to apply for any office in CUFC, provided that they meet all criteria for that office
- e. exercise other rights and privileges given to Members in these By-laws.

### 5.7. Responsibilities of Members

5.7.1. Members are required to agree to and abide by the Objectives, By-laws, Code of Conduct, Policies and Procedures, and any Rules of CUFC.

5.7.2. Members are expected to support CUFC with their conduct and with volunteer hours to assist in the running of the Club and its programs.

5.7.3. Members are expected to support CUFC in its fundraising efforts.

5.7.4. Members are expected to demonstrate their commitment to the game of soccer.

### 5.8. Voting Members

5.8.1. The only Members who can vote at meetings of CUFC are Full Members in good standing, with the exception detailed in *Article 5.8.2*.

5.8.2. If a Full Member is under the age of eighteen (18) years, a proxy vote is automatically assigned to an Associate Member of at least eighteen (18) years of age, who is connected to that Full Member.

5.8.3. An Associate Member may be assigned more than one proxy vote, as long as they meet the requirements.



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## 5.9. Number of Votes

A Voting Member is entitled to one (1) vote on each motion at any General Meeting of CUFC.

## 5.10. Member in Good Standing

A member is in good standing when fees are not in arrears, all appropriate CUFC equipment and/or uniforms are returned at season's end, there are no outstanding disciplinary issues, and the Member is not suspended as a Member, as provided for under *Article 5.11*.

## 5.11. Suspension and Expulsion

5.11.1. Suspension of a Member includes a temporary suspension of all participation in CUFC programs

5.11.2. and events, including attending practices and games.

5.11.3. Expulsion of a Member entails termination of CUFC membership and all of its privileges.

5.11.4. In the event that a Full Member is suspended or expelled, all connected Associate Members will be similarly suspended or expelled.

5.11.5. In the event that an Associate Member is suspended or expelled, that Member's connected Full Member may be suspended or expelled from all participation in CUFC programs.

5.11.6. A Member who has been suspended or expelled from CUFC membership may be reported to any Canadian soccer association.

5.11.7. Suspension or expulsion of a Member may be considered for one or more of the following reasons:

- a. If the Member has failed to abide by the CUFC By-laws, Code of Conduct, Policies and Procedures, Rules or decisions of the Board
- b. If the Member has brought CUFC into disrepute
- c. If the Member has disrupted meetings or functions of CUFC
- d. If the Member fails to pay fees owed to CUFC
- e. If the Member has done anything judged to be harmful to CUFC

5.11.8. All matters relating to suspension or expulsion of Members will be dealt with through the CUFC Disciplinary Policy and Procedure.

## 5.12. Termination of Membership

Membership will be terminated under these circumstances:

### a. Resignation

A member may withdraw their membership by providing written or e-mail notice to the Secretary of CUFC. Withdrawal will be effective upon receipt of such notice.

### b. Non-payment of fees

If a member fails to pay fees owed to CUFC by the due date as set at the time of registration, that membership will be considered terminated.



**c. Registration with a Club other than CUFC**

If a player registers with a soccer club other than CUFC, their membership is considered terminated.

If a player registers with a soccer club other than CUFC, their connected Associate Memberships will be considered terminated, unless they have another dependent child registered in a current CUFC program.

**d. Death**

Full Membership is considered ended upon the Member's death and all connected Associate Membership will be considered terminated.

Associate Membership is considered ended upon the Member's death.

**5.13. Transmission of Membership**

5.13.1. No right or privilege of any Member is transferable to another person.

5.13.2. The only exception is the proxy vote given to a parent or legal guardian, in the event that the Full Member is under the age of eighteen (18) years.

All rights and privileges cease when the Member resigns, dies, or is expelled from the Club.

**5.14. Continued Liability for Debts Due**

Although a Member ceases to be a Member, by death, resignation, suspension or otherwise, that Member is liable for any debts owing to CUFC at the date of ceasing to be a Member.

**5.15. Limitation on the Liability of Members**

No Member is, in his or her individual capacity, liable for any debt or liability of CUFC.

**5.16. Limitation on the Liability of the Club**

CUFC will not be held responsible for liabilities against any Member.

**6. Article 6 – The Governance of the Society**

**6.1. Governance Structure**

6.1.1. The CUFC Board of Directors is considered a governance board.

6.1.2. The full Board has overall authority regarding the Club and delegates the day-to-day governance to the Executive Committee.

6.1.3. The Executive Committee is responsible for governance between Board Meetings.

6.1.4. The Board governs and manages the affairs of the Society. The Board may hire paid professional staff to carry out management and operational functions under the direction and supervision of the Board.

**6.2. Obligations and Powers of the Board**

6.2.1. The CUFC Board of Directors has the following obligations and powers:

- a. To be accountable to the Members of CUFC.
- b. To encourage and promote amateur soccer and related activities in Chestermere for all youths, by providing a single group with the purpose of organizing the sport of soccer within the City of Chestermere and surrounding areas.
- c. To represent all Soccer players, teams, officials and organizers in a fair and equitable manner, in dealing with the various levels of



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- d. local and provincial government and other governing bodies that may affect soccer programs in our community.
  - e. To provide for the recreation of the Members and to promote and afford opportunity for friendly and social activities within the City of Chestermere and surrounding area.
  - f. To ensure teams have the opportunity to participate in appropriate leagues that will balance the following factors:
    - The needs of all CUFC soccer players
    - Costs
    - Travel requirements
    - Inter-community co-operation
    - Soccer as a whole
- 6.2.2. To promote fair play and good sportsmanship.
- 6.2.3. To provide all necessary equipment and facilities for carrying on the Club's various objectives.
- 6.2.4. To follow the guidelines of ASA regarding player registration, insurance and development. This includes coaching programs and referee programs.
- 6.2.5. Govern matters pertaining to protests and grievances within our programs and comply with rules for programs of other organizations in which we participate.
- 6.2.6. To deal with protests, appeals and cases of discipline of any nature whatsoever arising out of games played or events held under CUFC's jurisdiction.
- 6.2.7. To implement and monitor Policies and Procedures, regularly review finances, exercise due diligence and ensure the continued success of the Club.
- 6.2.8. There is a strong responsibility to drive the Club forward and demonstrate leadership to the membership by setting an example of volunteerism and loyalty.
- 6.2.9. To meet regularly, and when necessary, in order to attend to the matters for which the Board is responsible.
- 6.2.10. The Board may delegate a responsibility to a member and/or an appropriate CUFC committee, for example, the Disciplinary Committee.
- 6.3. Board Composition**
- 6.3.1. The CUFC Board shall consist of up to six (6) voting Directors, including the Executive Committee. The Executive Director may be a non-voting member of the CUFC Board. The Board must be composed of a minimum of four (4) voting Directors.
- 6.3.2. The Executive Committee shall consist of the President, Vice-President, Secretary and Treasurer.
- 6.3.3. All Board Members are mandated to sign and adhere to the Role Description associated with their position on the CUFC Board of Directors.





#### 6.4. Appointment of Board Members

6.4.1. Any person having obtained the age of majority and indicating a sincere commitment to further the best interests of CUFC may be put forward by the Nominating Committee as a candidate for election at the AGM. They must be prepared to fulfill the Role Description associated with the positions available on the Board.

6.4.2. Members of the Board are eligible for re-election or appointment to the Board.

6.4.3. The Directors shall be elected each year at the AGM and each term of office shall normally be two years. However, for the purposes of continuity, only a maximum of three (3) Directors may be elected for a two-year term at one AGM.

6.4.4. Any Directors in excess of these three will only be elected for a one-year term or, if elected for a two-year term

in the previous AGM, will continue in their elected capacity for one more year.

6.4.5. The Board may appoint suitable individuals between AGM's to fill vacancies that occur, to serve until the subsequent AGM.

#### 6.5. Removal of Board Members

6.5.1. A Board Member may resign from office upon giving written notice to the CUFC Board of

Directors, or by verbal resignation at a regular Board Meeting. Such resignation shall take effect upon its acceptance by the Board.

6.5.2. Resignation prior to the natural completion of a Director's elected term shall render the individual ineligible for re-election or appointment to the Board until at least three (3) AGM's have been held subsequent to the resignation's acceptance, unless otherwise approved by the Board.

6.5.3. A Board Member may be deemed to have resigned by being absent from two (2) consecutive Board Meetings without satisfactory reason. Removal of an absent Board Member must be undertaken by a majority vote of the remaining active Board Members.

6.5.4. Any Board Member who is involuntarily removed from office shall be ineligible for re-election or appointment to the Board. At its discretion, the current Board of Directors may vote to reinstate eligibility.

#### 6.6. Vacancies

6.6.1. Should a position of Board Member become vacant before the expiration of its term, a suitable candidate may be nominated by the Nomination Committee and the Board may appoint them at the next Board Meeting.

6.6.2. If the position of President becomes vacant, the Vice-President shall perform the President's duties until the next AGM. If the position cannot be filled, a new President may be elected from the current Board of Directors at the next Board Meeting. The term shall be until the subsequent AGM.



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6.6.3. Any other Executive Committee position becoming vacant before the expiration of its term may be filled by election at the next Board Meeting.

6.6.4. In the event that more than two (2) Executive positions become vacant, an SGM must be called and an election held to fill these positions. The term of such positions will be until the subsequent AGM.

6.6.5. See *Article 10* for Voting and Elections procedures.

## 6.7. Protection and Indemnity of Directors

6.7.1. Each Director holds office with protection from the Society. The Society indemnifies each Director against all costs or charges that result from any act done in their role for the Society. The Society does not protect any Director for acts of fraud, dishonesty, negligence or bad faith.

6.7.2. No Director is liable for the acts of any other Director or employee. No Director is responsible for any loss or damage due to the bankruptcy, insolvency or wrongful act of any person, firm or corporation dealing with the Society. No Director is liable for any loss due to an oversight or error in judgment or by an act in their role for the Society, unless the act is fraud, dishonesty, negligence or bad faith.

6.7.3. Directors can rely on the accuracy of any statement or report prepared by the Society's auditor. Directors are not held liable for any loss or damage as a result of acting on that statement or report.

## 6.8. Remuneration

6.8.1. Unless authorized at any meeting and after notice, no Director or Member of CUFC shall receive remuneration for their services.

6.8.2. No Director or Member can utilize CUFC funds for any private or personal purpose.

6.8.3. Expenses may be reimbursed, with appropriate receipts provided, if authorized by Ordinary Resolution by the Board.

## 7. Article 7 – Standing Committees

### 7.1. Standing Committees

7.1.1. The Board of Directors shall have the power to set up a Standing Committee to perform a specified function or business for CUFC.

7.1.2. Powers given to a Standing Committee shall be determined by an Ordinary Resolution by the Board of Directors.

7.1.3. Standing Committees must abide by the Policies and Procedures of CUFC.

7.1.4. The Chair of a Standing Committee shall be appointed by, will receive direction from and will be responsible to the Board.

7.1.5. The Secretary of the Committee shall be elected by a majority vote of the Committee.

7.1.6. The Secretary of the Committee has the responsibility of keeping Minutes and supplying a legible copy to the Secretary of the Board within seven (7) days of any meeting.



## 8. Article 8 – Professional Staff

### 8.1. Professional Staff

8.1.1. The establishment of directly employed or contract paid positions, terms of employment and remuneration are to be decided by the Board of Directors and shall have such duties as prescribed by the Board.

8.1.2. Expense reimbursement for Professional Staff shall be in accordance with the appropriate Staff Contract.

## 9. Article 9 – Meetings

### 9.1. Types of Meetings

There are five types of meetings:

- a. Annual General Meeting
- b. Special General Meeting
- c. Executive Board Meeting
- d. Full Board Meeting
- e. Committee Meeting

### 9.2. Meeting Protocol

9.2.1. Any procedures for running a meeting not covered by these By-laws will be governed by Roberts Rules of Order.

9.2.2. The CUFC President shall preside over all CUFC General Meetings and Board Meetings. The President may defer Chair duties to the CUFC Vice-President or to a person appointed by simple majority of the Board.

9.2.3. The Chair of a CUFC Standing Committee shall preside over that Committee's Meetings. The Chair may defer Meeting Chair duties to a person appointed by a simple majority of the Committee.

9.2.4. See *Article 10* for Voting and Elections procedures.

### 9.3. The Annual General Meeting

9.3.1. The Society shall hold its Annual General Meeting within ninety (90) days of the fiscal year end of each year. The Board will make arrangements for such a meeting.

9.3.2. The previous Secretary's duties shall not end until the end of the AGM, inclusive of compiling the Minutes, at which point, the newly elected Secretary will resume all Secretary duties.

### 9.4. Notice for an Annual General Meeting

The Secretary is responsible to ensure that a notice is mailed or e-mailed to each Member at least twenty-one (21) days before the Annual General Meeting. This notice states the place, date and time of the AGM, and any business requiring a Special Resolution.

### 9.5. Agenda for an Annual General Meeting

The Annual General Meeting deals with the following matters:

- a. Call to order
- b. Introduction of the current Board
- c. Confirmation of quorum
- d. Adoption of the current AGM Agenda
- e. Adoption of the Minutes of the previous AGM
- f. Business arising from the Minutes of the previous AGM
- g. Considering Reports, which may consist of President's Report, Treasurer's Report, Standing Committee Reports, Executive Director Report.



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- h. Reviewing and approving the Financial Statements, setting out the Society's income, disbursements, assets and liabilities, and the Auditor's Report
- i. Appointing auditors or motion to self-audit
- j. Election of Member(s) of the Board
- k. Considering matters specified in the Meeting Notice
- l. Other specific motions that any member has given notice of before the meeting is called
- m. New business
- n. Next Full Board Meeting may be set
- o. Adjournment

## 9.6. Quorum for an Annual General Meeting

Attendance by Members in good standing who constitute a minimum of twelve (12) votes is required to establish quorum for an AGM.

## 9.7. Failure to Reach Quorum for an AGM

9.7.1. If quorum is not reached within thirty (30) minutes after the set time, the Chair or a CUFC Board Member in attendance shall adjourn the meeting.

9.7.2. If cancelled, the meeting is rescheduled within fourteen (14) days.

9.7.3. A notice to this effect must be e-mailed to all members the next business day following the adjourned meeting.

9.7.4. If a quorum is not present at the rescheduled meeting, the Members present shall constitute a quorum.

## 9.8. Special General Meeting

A Special General Meeting may be called at any time:

- a. by a resolution of the Board of Directors to that effect.
- b. on the written request of at least five (5) Directors. The request must state the reason for the SGM and the motion(s) intended to be submitted at this SGM.
- c. on the written request of at least one-third (1/3) of the Voting Members. The request must state the reason for the SGM and the motion(s) intended to be submitted at this SGM.

## 9.9. Notice for a Special General Meeting

The Secretary is responsible to ensure that a notice is mailed or e-mailed to each Member at least twenty-one (21) days before the Special General Meeting. This notice states the place, date, time and purpose of the SGM.

## 9.10. Agenda for a Special General Meeting

Only the matter(s) set out in the notice for the SGM is considered at the SGM.

## 9.11. Quorum for a Special General Meeting

Any Special Meeting has the same quorum requirements as an Annual General Meeting.

## 9.12. Executive Board Meeting

A minimum of four (4) Executive Board Meetings per year shall be held at a date, time and place determined by the Executive Board Members to ensure quorum.



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## 9.13. Notice for an Executive Board Meeting

The Secretary is responsible to ensure that each Executive Board Member is contacted by e-mail at least forty-eight (48) hours before a meeting, unless the entire Executive Board members available agrees to meet otherwise.

## 9.14. Quorum for an Executive Board Meeting

Quorum for an Executive Board Meeting is 75% of the Executive Board.

## 9.15. Failure to Meet Quorum

9.15.1.If quorum is not reached within thirty (30) minutes after the set time, the Chair or an Executive Member in attendance shall adjourn the meeting.

9.15.2.If cancelled, the meeting is rescheduled within fourteen (14) days.

9.15.3.A notice to this effect must be e-mailed to all Executive Members the next business day following the adjourned meeting.

## 9.16. Full Board Meeting

Full Board Meetings may be called in addition to or as part of the required number of Executive Board Meetings.

## 9.17. Notice for a Full Board Meeting

Each Board Member shall be contact by e-mail by the Secretary at least forty-eight (48) hours before a meeting, unless the entire Board available agrees to meet otherwise.

## 9.18. Quorum for a Full Board Meeting

Quorum for a Full Board Meeting is 75% of the Board.

## 9.19. Failure to Meet Quorum

9.19.1.If quorum is not reached within thirty (30) minutes after the set time, the Chair or a Board Member in attendance shall adjourn the meeting.

9.19.2.If cancelled, the meeting is rescheduled within fourteen (14) days.

9.19.3.A notice to this effect must be e-mailed to all Board Members the next business day following the adjourned meeting.

## 10. Article 10 – Voting & Elections

### 10.1. Voting

10.1.1.Only Full Members in good standing shall be entitled to vote at any General or Special Meeting of CUFC.

10.1.2.All votes at General and Special Meetings must be made in person, with the exception of a proxy vote given to an Associate Member, who must be present to vote.

10.1.3.At any meeting of the Members of CUFC, each Voting Member may cast one (1) vote on each motion.

10.1.4.All voting for motions at any meeting shall be done by a show of hands, unless a majority votes at the meeting to vote in another manner.

10.1.5.Members have a right to decide, by majority decision, that a vote on any matter be decided by the casting of ballots.



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10.1.6. An Ordinary Resolution requires a seventy-five percent (75%) majority vote in favour, out of the votes cast by the Voting Members in attendance at any AGM.

10.1.7. A Special Resolution requires a seventy-five (75%) majority vote in favour, out of the Voting Members in attendance at any SGM.

10.1.8. At all General and Special Meetings of CUFC, the President does not vote unless a casting vote is necessary to break a tied vote.

10.1.9. The previous annual financial statements of CUFC shall be approved by Ordinary Resolution of the Members.

10.1.10. At Full and Executive Board Meetings, each Board Member has one (1) vote on each motion.

10.1.11. All votes at Full and Executive Board Meetings must be made in person, unless the Board decides that an electronic vote is sufficient for a specific motion. See *Article 10.1.12* for the voting majority.

10.1.12. A motion at a Full or Executive Board Meeting requires a seventy-five percent (75%) majority vote in favour, out of the votes cast by the Voting Board Members in attendance at any meeting providing that Quorum is achieved.

10.1.13. In the event of a tied vote at a Full or Executive Board Meeting, the motion is considered defeated.

10.1.14. Any defeated motion at any CUFC Meeting may be re-tabled at a subsequent Meeting of the same type, providing all relevant procedures are followed.

## 10.2. Elections

10.2.1. Elections for Board Members shall be conducted by a selected Member in good standing, who is not a current voting Board member or nominated for election to the Board. This Member will be nominated by the current CUFC Board.

10.2.2. If there is one nominee for a single opening on the Board of Directors, a motion will be made to accept that person to the open term as a Board Member.

10.2.3. If there are more nominees than existing openings on the Board of Directors, an election will be held.

10.2.4. In the event that there are multiple candidates for a vacant position, the two-year term positions will be filled first, from the candidates with the highest number of votes. The one-year term positions will be filled from the remaining candidates, starting again with those who receive the highest number of votes in that remaining group.

10.2.5. When the Board appoints a temporary Board Member, the vote for an appointee must obtain seventy-five percent (75%) majority vote of the active Board Members.



## 11. Article 11 – Management and Financial Matters

### 11.1. Registered Office

11.1.1. The Registered Office of the Society is located in Chestermere, Alberta.

11.1.2. A replacement location may be established at the Annual General Meeting or by resolution of the Board, as long as this change is communicated to Alberta Societies via the Corporate Registry.

### 11.2. Seal of the Society

11.2.1. CUFC shall have a corporate seal and the Secretary shall be responsible for its safekeeping.

11.2.2. Whenever the seal is used, two (2) signatures shall authenticate it: first by the President and then by the Secretary, and in the absence of either one, by any other member of the Executive.

### 11.3. Minutes and Other Records

11.3.1. The CUFC Secretary records Minutes of all General and Special Meetings of the Members and of all Meetings of the Board, and is responsible for their safekeeping.

11.3.2. The Secretary is responsible for the safekeeping of all necessary records of the Society as required by the By-laws, the *Societies Act*, or any other statute or laws.

11.3.3. A member wishing to inspect the records of the Society must give a minimum of twenty-eight (28) days notice to the President of the Society with their intention to do so.

11.3.4. Such inspection will take place only at the Club's regular business premises, during normal business hours, unless otherwise permitted by the Board.

11.3.5. Records are open for such inspection, with the exception of records that the Board designates as confidential.

### 11.4. Financial Records and Books

11.4.1. The Treasurer is responsible for the safekeeping of all necessary financial records of

the Society as required by the By-laws, the *Societies Act*, or any other statute or laws.

11.4.2. A member wishing to inspect the records of the Society must give a minimum of twenty-eight (28) days notice to the President of the Society with their intention to do so.

11.4.3. Such inspection will take place only at the Club's regular business premises, during normal business hours, unless otherwise permitted by the Board.

11.4.4. Records are open for such inspection, with the exception of records that the Board designates as confidential.

### 11.5. Signing Authority and Expenditures

11.5.1. Signing Authority for cheques is given to the persons named in the CUFC Cheque-signing Policy.

11.5.2. All cheques must have two signatures.



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## 11.6. Fiscal Year

The fiscal year of the Society ends on August 31 of each year.

## 11.7. Audit

11.7.1. There must be an audit of the books, accounts and records of the Society at least once each year.

11.7.2. There are two ways to do an audit:

- a. An outside auditor can be named to audit the accounts of the Society. If the auditor is paid a fee, this person must be a professional accountant: or
- b. Two people may be appointed to audit the accounts. They should have some experience with finances.

11.7.3. The audited report must be presented at the subsequent AGM.

## 11.8. Borrowing Powers

11.8.1. For the purpose of carrying out its objectives, CUFC may borrow or secure funds up to the allowable credit limits set by any Canadian Chartered Financial Institution.

11.8.2. The Board decides the amounts and ways to raise money, including giving or granting security.

11.8.3. The Society may issue debentures to borrow for specific capital projects only by Resolution of the Board confirmed by a Special Resolution of the CUFC Membership.

11.8.4. If the Society borrows by issuing debentures, it must get approval by the Members at a SGM. There must be a Special Resolution passed by a seventy-five percent (75%) majority.

## 11.9. Investment

11.9.1. The Board may formulate any investment strategies for surplus funds not needed to support the general operating costs and expenses of the Club.

11.9.2. CUFC Members shall vote at a General Meeting on all potential strategies for investment of any surplus funds.

11.9.3. Conflict of interest from Board Members and financial institutions are prohibited.

## 12. Article 12 - Amendments

### 12.1. Amendments to the Policies and Procedures

12.1.1. The Board of Directors is responsible for any amendments to the Club Manual, which contains the CUFC Policies and Procedures.

12.1.2. All proposed amendments to the CUFC Policies and Procedures must be voted on by the Board at a Full Board Meeting.

### 12.2. Amendments to the By-laws

12.2.1. CUFC By-laws may be rescinded, amended or adopted by a Resolution at a General Meeting of the Society.

12.2.2. Notice of any changes to the By-laws must be given twenty-one (21) days prior to the Meeting.

12.2.3. To adopt a Resolution, not less than seventy-five percent (75%) of votes cast, with a quorum present, must vote in favour of the proposed resolution.





12.2.4. Any proposed amendments to the By-laws by the Membership must reach the CUFC Board thirty (30) days prior to the General Meeting and shall be circulated to all Members via e-mail and be displayed on the CUFC website fourteen (14) days prior to the General Meeting.

12.2.5. The Board must post the amended By-laws on the CUFC website no more than fourteen (14) days after the amendment(s) have been approved by the Corporate Registry.

### **13. Article 13 – Dissolution of the Society**

#### **13.1. Dissolution**

13.1.1. Dissolution of CUFC requires a special resolution in order to voluntarily dissolve.

13.1.2. CUFC does not pay any dividends or distribute its assets and property among its Members.

13.1.3. If CUFC is dissolved, any funds or assets remaining after paying all outstanding debts are to be distributed to a non-profit organization that has objectives similar to those of CUFC. Members are to select

the organization to receive the outstanding assets by Special Resolution. In no event do any Members receive any assets of CUFC.

13.1.4. Any gaming assets remaining after paying debts and liabilities will be donated to another registered not-for-profit society in the Province of Alberta.