



Nova Scotia Duck Tolling Retriever Club (USA)
VIDEO/TELECONFERENCE BOD MEETING
Thursday, August 10, 2023
AGENDA

APPROVAL OF MINUTES

June 2023 Video/Teleconference Board Meeting
(Please see: Attachment A – June 2023 Board Meeting Minutes)

PRESIDENT’S REPORT

None submitted

SECRETARY’S REPORT

None submitted

TREASURER’S REPORT

Submitted by: Carolyn Kurth

REGIONAL DIRECTOR REPORTS

None submitted

COMMITTEE REPORTS

None submitted

AGENDA ITEMS:

OLD BUSINESS

Proposal #1: Approval of Waiver

Submitted by: PEC, Margaret Aldridge and Mary Palkowski

Proposal Description: **Attachment B** is the document titled:

**“NOVA SCOTIA DUCK TOLLING RETRIEVER CLUB (USA)
ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY”**

prepared by the Law Firm of STONE CROSBY, P.C. with offices in Alabama.

Proposal Justification: The proposal to have an Alabama Law Firm draft a Waiver for the Club’s use at Club sponsored events was approved at the April 20, 2023 Board of Directors meeting.

Administration: If approved, the Waiver would become a standard part of every Club sponsored event for participants’ signature and included as a Club Policy.

Financial Implications: The cost for the legal preparation was approved. There are no ongoing financial implications.

Specific Board Action Requested: To approve the Waiver.

Proposal #2: Opinion Letter regarding Virtual Attendance at the Annual Membership Meeting
Submitted by: Ann DiSilvestre, Secretary

Proposal Description: Stone Crosby, P.C., Attorneys at Law were contacted to obtain an opinion letter regarding the legality of remote attendance at the Annual Membership Meeting. Below is the summary of their findings.

Summary of Requirements for Remote Attendance at the Annual Meeting

The board of directors has the authority to decide that the Club's Annual Meeting will be held remotely or in a hybrid in-person/remote format. When holding a remote meeting or allowing remote participation at an in-person meeting, the meeting notice should describe the means of remote communication that will be used. If there will be voting at the meeting, the Club will need to take reasonable steps to ensure that each remote participant is a member of the Club and that virtual participants are reasonably able to participate in the proceedings.

Attachment C is the Opinion Letter in its entirety.

Proposal Justification: At the June 2023 Board of Directors meeting, approval was made to receive an opinion letter from an Alabama Law Firm regarding the legality of holding the annual Membership Meeting virtually.

Administration: Incorporate the Opinion letter into Club Policy for attendance at the Annual Membership Meeting.

Financial Implications: The cost for the legal preparation was approved. There are no ongoing financial implications.

Specific Board Action Requested: To approve remote attendance at the annual Membership Meeting and to incorporate the option into Club Policy.

NEW BUSINESS

Proposal #1: Policy on Conflict of Interest by the Board and other members of NSDTRC-USA.
Submitted by: Eric Johnson

Proposal Description: This policy states in general terms what constitutes a Conflict of Interest and requires an annual review and acceptance by Board members.

Justification: This proposal is that the Board adopt a Conflict of Interest Policy as attached. Please see **Attachment D**.

Administration: Only annual distribution of the policy and signatures by each Board member. The signed statements will be filed by the Secretary.

Financial Implications: None.

Specific Board Action Requested: The proposed policy is attached for discussion and consideration.

ADJOURNMENT

EXECUTIVE SESSION

ADJOURNMENT



Nova Scotia Duck Tolling Retriever Club (USA)
VIDEO/TELECONFERENCE BOD MEETING
Thursday, June 15, 2023
MINUTES

The meeting was called to order at 7:37pm EST by President Terri Krause.
Roll call was taken. Voting Members present on the video/teleconference call:
Terri Krause, President, Melissa Savage, Vice President, Treasurer, Carolyn Kurth, Secretary, Ann DiSilvestre, Annie Garwood, Region 1 Director, Barb Rohr, Region 2 Director, Amanda Kaiser, Region 5 Director, Hillaré Lafond, Director Region 6 and Travis Massie, Director Region 7. Jenny Malavasi, Region 3 Director and Debbie Gaddie, Region 4 Director were absent.

Members present on the video/teleconference call: Margaret Aldridge, Eric Johnson, Randy Eisensmith, Janis Dibert, Jeannie Oostveen, Jane Billman, Karen Bauman, Susan Nepomenceno, Cindy Hanson, Cindy Lindemer, Dan Rode, Rochelle Kurth, Wendy Shumway, Nikki LaPolt, Nancy DeVore, Taylor Vanderloo and Mary Palkowski.

APPROVAL OF MINUTES

April 2023 Video/Teleconference BOD Meeting Minutes

Motion: I move to accept the minutes as written.

Motion made by Terri Krause. Barb Rohr seconded the motion.

APPROVE [9]: A. Garwood, B. Rohr, A. Kaiser, H. Lafond, T. Massie, M. Savage, C. Kurth, A. DiSilvestre and T. Krause.

OPPOSE [0]:

ABSTAIN [0]:

Motion approved by the Board of Directors.

AGENDA ITEMS:

NEW BUSINESS

Proposal #1: Update the Health and Genetics AKC and OFA Canine Health Information Center (CHIC).

Motion: To refer this information to the Health and Genetics Committee to review the NSDTRC (USA) Health Statement and to review the genetic testing shown in Table 1 and make recommendations to the BOD for the inclusion of additional testing to the CHIC.

Motion made by Terri Krause. Motion seconded by Hillaré Lafond.

Amended Motion: To amend the motion for the Health and Genetics Committee to review the Club Health Statement and to make recommendations to the BOD to update the Health Screening recommendations, the AKC and OFA CHIC and the Research Projects listed on the NSDTRC (USA) website by the 10/16/23 BOD meeting.

Motion made by Amanda Kaiser. Seconded by Barb Rohr.

APPROVE [9]: A. Garwood, B. Rohr, A. Kaiser, H. Lafond, T. Massie, M. Savage, C. Kurth, A. DiSilvestre and T. Krause.

OPPOSE [0]:

ABSTAIN [0]:

Motion approved by the Board of Directors.

Director J. Malavasi joined the meeting at 8:30pm EST.

Proposal #2: To hold a Designated Specialty at the Maryland Sporting Dog Association, March 2, 2024.

Motion: To table the proposal until the BOD receives a full financial report from the MDSDA Committee that lists donations, expenses and income.

Motion made by Barb Rohr. Motion seconded by Hillaré Lafond.

Amended Motion: Move to amend the motion to table Proposal #2 to hold a designated Specialty at the MDSDA on March 2, 2024, until the BOD receives:

- A. An itemized accounting ledger of monies in and monies out for the 2023 event.
- B. Receive a current offer sheet.
- C. Include in the proposal other events that are available designating this as a special event.

Motion made by Amanda Kaiser. Seconded by Hillaré Lafond.

APPROVE [8]: A. Garwood, B. Rohr, A. Kaiser, H. Lafond, T. Massie, M. Savage, C. Kurth and T. Krause.

OPPOSE [0]:

ABSTAIN [2]: J. Malavasi and A. DiSilvestre.

Motion approved by the Board of Directors.

Proposal #3: To request an Opinion Letter from a licensed Alabama attorney regarding Virtual Attendance at Annual Membership Meetings.

Motion: Move to approve the request of an Opinion Letter from a licensed AL attorney regarding virtual attendance at Annual Membership Meetings.

Motion made by Terri Krause. Motion seconded Hillaré Lafond.

APPROVE [10]: A. Garwood, B. Rohr, J. Malavasi, A. Kaiser, H. Lafond, T. Massie, M. Savage, C. Kurth, A. DiSilvestre and T. Krause.

OPPOSE [0]:

ABSTAIN [0]:

Motion approved by the Board of Directors.

Proposal #4: Redefine Handler Eligibility for NSDTRC (USA) Sweepstakes Events.

Motion: To allow breeder owner handlers, whether or not they are professional handlers, to show their dogs in sweepstakes.

Motion made by Barb Rohr. Jenny Malavasi seconded the motion.

Amended Motion: Move to amend the motion to task the Committee, made up of the authors of this proposal should they chose to participate, along with Board Members Travis Massie and Barb Rohr, to create a survey for membership regarding sweepstakes. The Committee will draft a Sweepstakes Policy based on the results of the survey which will include the mission statement and objectives for holding Sweepstakes. The desirable deadline for the draft Policy is October 16, 2023.

Motion made by Carolyn Kurth/Amanda Kaiser. Travis Massie seconded the motion.

APPROVE [10]: A. Garwood, B. Rohr, J. Malavasi, A. Kaiser, H. Lafond, T. Massie, M. Savage, C. Kurth, A. DiSilvestre and T. Krause.

OPPOSE [0]:

ABSTAIN [0]:

Motion approved by the Board of Directors.

Proposal #5: Clarification of associated expenses due to change in fee structure since the 2015 Board approved motion relating to attendance of a member of the NSDTRC (USA) Health and Genetics Committee at the AKC Canine Health Foundation National Parent Club Canine Health Conference.

Motion: To accept the clarification of associated expenses due to change in fee structure since the 2015 Board approved motion relating to attendance of a member of the NSDTRC (USA) Health and Genetics Committee at the AKC Canine Health Foundation National Parent Club Canine Health Conference.

Motion made by: Amanda Kaiser. Seconded by Annie Garwood.

Amended Motion: Amend the 2015 Board approved motion for funds for the conference registration and travel expenses to the AKC Canine Health Foundation National Parent Club Canine Health Conference this year and every year after. The attendees shall be Members of the NSDTRC (USA) Health and Genetics Committee. Multiple Committee Members can attend and will do their best to receive any "Early Registration" benefit, as well as utilize the most economical travel method possible. The total reimbursement to the Committee shall not exceed \$1000.00 for travel and other expenses. In addition, registration fees for up to 3 Members of the Committee shall be reimbursed.

Motion made by Amanda Kaiser. Carolyn Kurth seconded the motion.

APPROVE [10]: A. Garwood, B. Rohr, J. Malavasi, A. Kaiser, H. Lafond, T. Massie, M. Savage, C. Kurth, A. DiSilvestre and T. Krause.

OPPOSE [0]:

ABSTAIN [0]:

Motion approved by the Board of Directors.

Proposal #6: To hold a Designated Specialty on March 16 & March 17, 2024 at the Kentuckian Cluster, Louisville, KY.

Motion: To approve the designated specialty's on March 16 & March 17, 2024 at the Kentuckian Cluster, Louisville, KY.

Motion made by Travis Massie. Seconded by Carolyn Kurth.

Motion: Amend the motion to approve one designated Specialty in March 2024 at the Kentuckian Cluster, Louisville, KY.

Motion made by Ann DiSilvestre. Seconded by Travis Massie.

APPROVE [5]: B. Rohr, T. Massie, C. Kurth, A. DiSilvestre and T. Krause.

OPPOSE [4]: A. Garwood, J. Malavasi, A. Kaiser, and M. Savage

ABSTAIN [0]:

Motion approved by the Board of Directors.

Proposal #7: To allow the NSDTRC-NE to hold their Fall 2023 designated Specialty.

Motion: To approve the NSDTRC-NE to hold their Fall 2023 designated Specialty.

Motion made by Ann DiSilvestre. Seconded by Barb Rohr.

APPROVE [6]: A. Garwood, B. Rohr, T. Massie, M. Savage, A. DiSilvestre and T. Krause.

OPPOSE [0]:

ABSTAIN [3]: J. Malavasi, A. Kaiser and C. Kurth.

Motion approved by the Board of Directors.

Motion: To suspend the BOD meeting at 11:00pm EST and to reconvene at a TBD day/time.

Motion made by Amanda Kaiser. Terri Krause seconded the motion.

APPROVE [9]: A. Garwood, B. Rohr, J. Malavasi, A. Kaiser, T. Massie, M. Savage, C. Kurth, A. DiSilvestre and T. Krause.

OPPOSE [0]:

ABSTAIN [0]:

Motion approved by the Board of Directors.

The meeting was reconvened on Monday, June 19, 2023 and called to order at 7:38pm EST by President Terri Krause.

Roll call was taken. Voting Members present on the video/teleconference call:

Terri Krause, President, Melissa Savage, Vice President, Secretary, Ann DiSilvestre, Annie Garwood, Region 1 Director, Barb Rohr, Region 2 Director, Amanda Kaiser, Region 5 Director, Hillaré Lafond, Director Region 6 and Travis Massie, Director Region 7. Treasurer Carolyn Kurth, Jenny Malavasi, Region 3 Director and Debbie Gaddie, Region 4 Director were absent.

Members present on the video/teleconference call: Margaret Aldridge, Eric Johnson, Randy Eisensmith, Janis Dibert, Jane Billman, Cindy Lindemer, Marile Waterstraat, Deborah Rhodes, Laura Hamilton, Carolyn Ehle, Nikki LaPolt and Cindy Hanson.

Proposal #8: Approve the updated Social Media co-Chairs Position Description

Motion: To approve the updated Social Media co-Chairs Position Description.

Motion made by Melissa Savage. Motion seconded by Hillaré Lafond.

APPROVE [8]: A. Garwood, B. Rohr, A. Kaiser, H. Lafond, T. Massie, M. Savage, A. DiSilvestre and T. Krause.

OPPOSE [0]:

ABSTAIN [0]:

Motion approved by the Board of Directors.

Proposal #9: To approve official NSDTRC (USA) participation in the AKC Meet the Breed tour stop in Columbus Ohio: October 14, 2023, along with Chair and budget for the event.

Motion: To approve the participation in the AKC's Meet the Breed event in Columbus, Ohio on October 14, 2023, appoint Bryan and Alyssa Metzler as Chairs and onsite coordinators of the NSDTRC (USA) booth and approve NSDTRC (USA) expenditures of up to \$300 in addition to the AKC stipend.

Motion made by Melissa Savage. Motion seconded by Barb Rohr.

Amended Motion: To approve the participation in the AKC's Meet the Breed event in Columbus, Ohio on October 14, 2023, appoint Alyssa Metzler as Chair and onsite coordinator of the NSDTRC (USA) booth and approve NSDTRC (USA) expenditures of up to \$300 in addition to the AKC stipend.

Motion made by Melissa Savage. Motion seconded by Barb Rohr.

APPROVE [8]: A. Garwood, B. Rohr, A. Kaiser, H. Lafond, T. Massie, M. Savage, A. DiSilvestre and T. Krause.

OPPOSE [0]:

ABSTAIN [0]:

Motion approved by the Board of Directors.

Proposal #10: To rescind Proposal 8 passed by the BOD in October 2017 that approved in perpetuity the electricity for the NYC AKC Meet The Breeds event, and approved Jenn Hollis and Fran Kaplan as Co-Chairs each year until they notified the Board otherwise.

Motion: Rescind Proposal 8 passed by the BOD in October 2017.

Motion made by Hillaré Lafond. Motion seconded by Melissa Savage.

APPROVE [8]: A. Garwood, B. Rohr, A. Kaiser, H. Lafond, T. Massie, M. Savage, A. DiSilvestre and T. Krause.

OPPOSE [0]:

ABSTAIN [0]:

Motion approved by the Board of Directors.

Proposal #11: To direct the PEC to submit a proposal for Board consideration each year including proposed Club member chair(s) and budget for official Club participation in the NYC AKC Meet The Breeds event.

Motion: To approve the proposal directing the PEC to submit an annual proposal including proposed chair(s) and budget.

Motion made by Travis Massie. Motion Seconded by Melissa Savage.

APPROVE [8]: A. Garwood, B. Rohr, A. Kaiser, H. Lafond, T. Massie, M. Savage, A. DiSilvestre and T. Krause.

OPPOSE [0]:

ABSTAIN [0]:

Motion approved by the Board of Directors.

ADJOURNMENT

Motion: I move to adjourn the June 15-19, 2023 Board meeting at 7:54pm EST.
Motion made by Terri Krause. Amanda Kaiser seconded the motion.

APPROVE [8]: A. Garwood, B. Rohr, A. Kaiser, H. Lafond, T. Massie, M. Savage, A. DiSilvestre and T. Krause.

OPPOSE [0]:

ABSTAIN [0]:

Motion approved by the Board of Directors.

NOTE: President's vote was cast for all motions, but only counted in the case of a tie.

Respectfully submitted,

Ann DiSilvestre, Secretary

**NOVA SCOTIA DUCK TOLLING RETRIEVER CLUB (USA)
ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY**

Nova Scotia Duck Tolling Retriever Club (USA), an Alabama nonprofit corporation (the "Club"), is the only national breed club for Nova Scotia Duck Tolling Retrievers ("Tollers"). Club events include but are not limited to various competitions, training events, shows, and activities such as agility trials, conformation, dock diving, field tests, flyball, canine good citizen tests, hunting, lure coursing, obedience and rally events, scent work, search and rescue activities, therapy activities, and tracking, among others (collectively the "Programs" or "Activities").

There are inherent risks in participating in Club Activities, as these Activities involve dogs, sporting equipment, exposure to the elements and wildlife, and other risks.

PLEASE READ CAREFULLY, COMPLETE, AND SIGN BELOW: In consideration of being able to participate in an Activity on [Insert Date:] _____, located at [Insert Location of Club Activity]:

_____, for myself, my heirs, representatives, executors, administrators, attorneys, assignees, and successors-in-interest (collectively "Successors"):

1. **I HAVE READ AND UNDERSTAND** this release agreement. I further understand that the terms of this agreement are legally and contractually binding, and are not mere recitals. I certify that I am signing this agreement voluntarily after having read the agreement. By signing below, I represent that I am at least nineteen (19) years of age, or if I am signing as the parent or guardian, I represent that I am the parent or guardian of the identified individual, that I am signing this on behalf of the minor, and I give my permission and consent to my child's participation in the below Activity. I further agree that both I and the minor are bound by all the terms of this Release, and both I and the minor are considered "I", "me," or "my" in all the clauses of this Release.

2. **I ACKNOWLEDGE AND AGREE** that participating in dog sports, events, and competitions or other Club Activities is inherently dangerous and fully realize the danger of participating in such Activities involves both known and unknown risks, which may include the risk of physical injury and/or death, and I **FULLY ASSUME** all risks associated with such participation including, by way of example, and not limited to, the following: falls and falling, bites, cuts, scratches, punctures, rope burns, drowning, getting lost, overheating, trips and tripping, sprains and strains, struck by, entangled, contact with other participants, allergic reaction to animals, allergic reaction to surrounding environment, damage to property, injury to animal participants, natural and manmade hazards, the released parties' own negligence, weather conditions, other natural causes, limited access to and/or delay of medical attention, actions/inactions of others, including the negligence of others, and the possibility of serious physical and/or mental trauma or injury associated with the Activity. I further **FULLY ASSUME** all risks of injury or other harm to my dog if I allow my dog to participate in Club Activities. I understand that the description of risks above is not complete and that the activities may be dangerous and include other risks. I understand that these risks are inherent in any Club Activity. I voluntarily assume the risk of injury and/or death. I acknowledge that the Club has not tried to diminish or minimize my understanding of the risks of injury to myself or to my dog.

3. **I HEREBY WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS, PROMISE NOT TO SUE AND AGREE TO INDEMNIFY** the Club, and its members, directors, officers, managers, agents, employees, volunteers, attorneys, each of their respective insurance carriers, and independent contractors (collectively, the "Released Parties") from any and all liability and/or causes of action, claims, damages, (including medical expenses, vet bills, and other costs or fees including attorneys' fees) or demands of any nature whatsoever, including, but not limited to, a claim of negligence, negligence per se, premises liability, property damage, products liability, and/or breach of warranty, which I, my heirs, children, representatives, executors, administrators, attorneys, and assigns may now have, or have in the future against the Released Parties, on account of personal illness, personal injury, property damage, death, or accident of any kind, arising out of or any way related to my (or our) use or participation in the Activity, or travel to and/or from the Activity, whether that participation is supervised or unsupervised, however the injury or damage is caused, including, but not limited to, the negligence of the Released Parties. I agree that because the above representations are contractually binding, should I or my Successors assert a claim in contravention of this Agreement, the asserting party shall be liable for the expenses (including legal fees) incurred by the Released Parties in defending such claims.

4. **First Aid And Consent To Treat.** I am aware that staff/volunteers may provide support for this Activity, including but not limited to the administration of: first aid, CPR (cardiopulmonary resuscitation), or the use of an AED (automated external defibrillator). I **authorize** any such staff/volunteers to assist me (or my child/ward) and/or to provide such assistance as, in the opinion of such person, may be necessary or appropriate. In the event of injury or illness, I **authorize** on behalf of myself, (or my child/ward, having not attained the age of 19), for the Club to call for medical care and/or transport me, obtain first aid and/or seek medical treatment at the nearest and most adequate medical facility proximate to the place the injury happened, if in the opinion of its personnel such care is needed. I **agree** that I will pay all costs associated with my medical care and related transport, and release, defend, and indemnify the Released Parties for any costs incurred from such medical care and transport, and any claims regarding medical care and/or transport (including claims regarding failure to provide medical care and/or transport).

Should my dog require any veterinary care or transport, I agree that I will pay all costs associated with my dog's veterinary care and related transport, and release, defend, and indemnify the Released Parties for any costs incurred from such veterinary care and transport, and any claims regarding veterinary care and/or transport (including claims regarding failure to provide veterinary care and/or transport).

- 5. I agree not to distribute or post pictures or videos of others without prior consent.
- 6. I understand that the Club is not responsible for any lost, damaged, or stolen items while I am participating in the Activity.
- 7. I agree that this agreement may not be modified orally, and a waiver of any provision shall not be construed as a modification of any other provision herein. I agree that any and all claims against the Released Parties, including claims interpreting or relating to the provisions of this Release in any way, shall be governed by Alabama law, and the exclusive jurisdiction of any such claim shall be in the Circuit Court of Baldwin County. I agree that this Release is binding to the fullest extent permitted by law. If any provision of this Release is found to be unenforceable, the remaining terms shall remain enforceable.

8. **Photo and Video Release.** By signing below, I hereby acknowledge that I may be photographed or videoed while participating in a Club Activity, and I agree that by my participation in the Activity, I am hereby authorizing the Club to use, reproduce, and/or publish photographs and/or videos and/or recordings that may pertain to me (or my child/ward, having not attained the age of 19) — including my (or my child's/ward's) image, likeness and/or voice without compensation. I understand that this material may be used in various publications, public affairs releases, recruitment materials, broadcast public service advertising (PSAs), multimedia exhibits or for other related endeavors. This material may also appear on the Internet Web Page and/or digital social media services operated by the Club.

9. **Participant Conduct and Limitations, Acknowledgements, and Consents.** In addition to the above, by signing below, and in consideration of being able to participate in the above Activity, I specifically acknowledge and agree to the following:

- 1. I am VOLUNTARILY choosing to participate in the Activity;
- 2. I (or my child/ward) am at least **10 years of age**.
- 3. I will listen to and follow all instructions provided by Club representatives while participating in the Activity.
- 4. I have read, understand, and accept the rules, regulations, requirements, and dangers of this Activity.
- 5. I understand that participation in this Activity has varying effects on individuals based upon their size, age, physical condition, and/or state of health. I further understand that it is my sole responsibility to determine my physical fitness for any activity. I acknowledge that I am in good physical condition and have no medical or physical limitations such as dog allergies, etc. and am not under the influence of any controlled substances such as alcohol, marijuana, prescription medication, etc. that would endanger me or others.

10. **Validity of E-Signatures.** By signing this document with an electronic signature, I am representing that I intend to sign the document and I consent to execute this document electronically. I understand that if I wish to opt out of executing this document electronically, I may print the waiver and physically execute it.

Signatures below this line

Participant Printed Name: _____ Birth Date _____ Phone _____
Address: _____
Printed Name of Parent/Guardian: _____
Participant or Parent/Guardian Signature (If under 19, parent or guardian must sign): _____
Emergency Contact Name and Phone Number: _____

SAMUEL N. CROSBY
 GEORGE R. IRVINE, III♦
 L. BRIAN CHUNN
 SHAWN T. ALVES
 R. SCOTT LEWIS
 J. BRADFORD BOYD HICKS
 ERIN B. FLEMING
 LAURA M. COKER
 ELIZABETH CASON CHEELY♦
 LAUREN M. COLLINSWORTH
 FINLEY B. REEVES
 TYLER W. THULL♦
 IVAN E. INGRAM

ALSO ADMITTED IN FLORIDA♦
 ALSO ADMITTED IN LOUISIANA♦
 ALSO ADMITTED IN PENNSYLVANIA♦

NORBORNE C. STONE, JR.
 1925-2011



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July 28, 2023

VIA EMAIL: annd@disilvestre.net
 Nova Scotia Duck Tolling Retriever Club (USA)
 ATTN: Ann DiSilvestre

Re: Remote Attendance at Annual Membership Meeting

Dear Ann:

I am writing this letter to follow up on your request for an opinion letter addressing the legality of allowing Nova Scotia Duck Tolling Retriever Club (USA) (hereinafter, "Club") members to attend the annual membership meeting remotely. Members may attend remotely if the board of directors takes a few additional steps to ensure compliance with Alabama law and the Club's Bylaws.

Applicable Law

Since the Club is organized as a nonprofit corporation under Alabama law, it must comply with the Alabama Nonprofit Corporation Act (the "Act"). Ala. Code §§ 10A-3-1 et seq. The Act provides that a nonprofit corporation's bylaws determine the place the annual meeting will be held. The Act also provides that members may attend any meeting of the members remotely if their remote attendance is authorized by the board, subject to the requirements of this section:

- (a) Unless the board of directors determines to hold the meeting of the members solely by means of remote communication in accordance with subsections (d), (e), and (f), **meetings of members may be held at the place, either within or without Alabama, as may be provided in the bylaws** and, in the absence of any provision, all meetings shall be held at the registered office of the corporation in Alabama.
- (b) An annual meeting of the members shall be held at the time as may be provided in the bylaws. Failure to hold the annual meeting at the designated time shall not work a forfeiture or dissolution of the corporation.

(c) Special meetings of the members may be called by the president or by the board of directors. Special meetings of the members may also be called by other officers or persons or number or proportion of members as may be provided in the governing documents. In the absence of a provision fixing the number or proportion of members entitled to call a meeting, a special meeting of members may be called by members having one-twentieth of the votes entitled to be cast at the meeting.

(d) Members may participate in any meeting of the members by means of remote communication to the extent the governing authority authorizes participation for that meeting. Participation as a member by means of remote communication shall be subject to guidelines and procedures as the governing authority adopts, and shall be in conformity with this subsection.

(e) Members participating in a meeting of the members by means of remote communication shall be deemed present and may vote at that meeting if the corporation has implemented reasonable measures:

(1) to verify that each person participating remotely as a member is a member; and

(2) to provide members participating remotely a reasonable opportunity to participate in the meeting and to vote on matters submitted to the members, including an opportunity to communicate, and to read or hear the proceedings of the meeting, substantially concurrently with the proceedings.

(f) Unless the certificate of incorporation or bylaws require the meeting of members to be held at a place, the governing authority may determine that any meeting of the members shall not be held at any place and shall instead be held solely by means of remote communication, but only if the corporation implements the measures specified in subsection (e).

Code of Ala. § 10A-3-2.02 (emphasis added).

The Club's Bylaws permit the board of directors to choose where the annual membership meeting will be held:

The Annual Meeting of the Club shall be held in September or October in conjunction with a Club's Specialty Show if possible, at a place, date and hour designated by the Board of Directors.

Bylaws, Article III, Section 1 (emphasis added).

The Club's board of directors may authorize remote participation at an in-person meeting at a place of its choosing or may hold the meeting completely remotely. If the meeting is to be held fully or partially remotely, the meeting notice "must describe the means of remote communication to be used." Ala. Code § 10A-3-2.03.

When members attend meetings remotely, the Act requires nonprofits to implement reasonable measures:

- (1) to verify that each person participating remotely as a member is a member; and
- (2) to provide members participating remotely a reasonable opportunity to participate in the meeting and to vote on matters submitted to the members, including an opportunity to communicate, and to read or hear the proceedings of the meeting, substantially concurrently with the proceedings.

Ala. Code § 10A-3-2.02(e).

Lastly, the Club's Bylaws provide that "[i]tems voted upon by telephone conference call, mail, and fax must be confirmed in writing within seven days." Bylaws, Article III, Section 4. While this provision is not in the Annual Meeting section of the Bylaws, to be consistent with the existing provision covering remote voting by the board of directors in the Bylaws, it is a best practice to confirm the results of a remote vote in writing within seven days.

Summary of Requirements for Remote Attendance at the Annual Meeting

The board of directors has the authority to decide that the Club's Annual Meeting will be held remotely or in a hybrid in-person/remote format. When holding a remote meeting or allowing remote participation at an in-person meeting, the meeting notice should describe the means of remote communication that will be used. If there will be voting at the meeting, the Club will need to take reasonable steps to ensure that each remote participant is a member of the Club and that virtual participants are reasonably able to participate in the proceedings.

If you have further questions about this matter or other nonprofit governance matters, you are welcome to contact me.

Best regards,


TYLER W. THULL
For the Firm

**Nova Scotia Duck Tolling Retriever Club - USA
Conflict of Interest Policy and Disclosure**

In their capacity as directors, the members of the Board of Directors (the "Board") of the Nova Scotia Duck Tolling Retriever Club-USA (NSDTRC-USA) must act at all times in the best interests of NSDTRC-USA. The purpose of this policy is to help inform the Board and Club members what constitutes a conflict of interest, assist the Board in identifying and disclosing actual and potential conflicts, and help ensure the avoidance of conflicts of interest where necessary. This policy may be enforced against individual Board members as described below.

CONFLICT OF INTEREST POLICY

1. Board members have a fiduciary duty to conduct themselves without conflict to the interests of the NSDTRC-USA. In their capacity as Board members, they must subordinate personal, individual business, third-party, and other interests to the welfare and best interests of NSDTRC-USA.
2. A conflict of interest is a transaction or relationship which presents or may present a conflict between a Board member's obligations to NSDTRC-USA and the Board member's personal, business or other interests.
3. All conflicts of interest are not necessarily prohibited or harmful to NSDTRC-USA. However, full disclosure of all actual and potential conflicts, and a determination by the disinterested Board members – with the interested Board member(s) recused from participating in debates and voting on the matter – are required. No Board member with any conflict of interest shall participate in discussions or voting regarding that issue.
4. All actual and potential conflicts of interests shall be disclosed by Board members to the board of NSDTRC-USA in writing either annually and/or whenever a conflict arises. The disinterested board members of NSDTRC-USA shall make a determination as to whether a conflict exists and what subsequent action is appropriate (if any). The board of NSDTRC-USA shall inform the Board member with the conflict of interest of their determination and action. The Board shall retain the right to modify or reverse such determination and action and shall retain the ultimate enforcement authority with respect to the interpretation and application of this policy.
5. On an annual basis, all Board members shall be provided with a copy of this policy and are required to complete and sign the acknowledgment below. All completed forms shall be provided to and reviewed by the board of NSDTRC-USA, as well as all other conflict information provided by Board members.

Date

Signature