

BY-LAWS

SECTION 1 - MEMBERSHIP APPLICATION

All applications for membership shall be made on forms prepared for this purpose. Each application must be signed and sponsored by an active member. The class membership desired, as outlined in Article III of the Constitution, must be specified and documentation or description of the applicant's qualifications must accompany the application form. All applications shall be referred to the Executive Director. A membership committee appointed by the President shall review each application. After such review, the application must be presented, along with recommendations, if any, for acceptance, reclassification, or rejection, to the Board of Directors for action.

SECTION 2 - INITIATION FEES AND DUES

The Board of Directors shall establish a one-time initiation fee, payable within (30) days after approval of membership application; and shall establish the annual dues for all classes of membership; subject to ratification by the membership. The Board of Directors, in establishing initiation fees and annual dues, shall submit such proposals to the membership by mail, at least thirty (30) days prior to the regularly called meeting at which such action will be considered. The proposed changes in initiation fees and/or annual dues shall require a two-thirds (2/3) vote or quorum for ratification, a quorum being present.

The annual dues for all members, except Supporting Members, shall be payable on a fiscal year basis. The Executive Director shall submit to each member an invoice for annual dues, as soon as possible following the annual meeting. The annual dues shall be due and payable within sixty (60) days from date of invoice. If not paid within the 60-day period, the member shall be considered delinquent; at which time the Executive Director shall immediately submit another invoice in the amount of annual dues, allowing the delinquent member a grace period of thirty (30) days, from the date of the second invoice in which to make payment. Failure to pay annual dues at the expiration of the 30-day grace period shall terminate membership in the Association. The Executive Director shall clearly indicate on all delinquent dues notices that non-payment within the 30-day grace period will result in termination of membership.

SECTION 3 - AUDIT

The fiscal year shall run from September 1 through August 31. The books shall be audited prior to the annual meeting immediately following, with the required report given to the membership at that annual meeting.

SECTION 4 - RULES OF ORDER

Robert's Rules of Order shall govern all procedures not contained herein (Revised).

SECTION 5 - ORDER OF BUSINESS

1. Roll call of Officers and Directors
2. Minutes of previous meeting
3. Correspondence
4. Board of Directors' report
5. President's report
6. Secretary's report
7. Treasurer's report
8. Report of Committees
9. Old Business
10. New business
11. Election
12. Introduction to new Officers
13. Good of the Order
14. Speakers and entertainment
15. Adjournment

SECTION 6 - AMENDMENTS

By-laws may be amended at any regularly called meeting of the Association provided notice of the proposed amendment(s) has been circulated to all active members, thirty (30) days prior to the time of the meeting, with a two-thirds majority being necessary, a quorum being present. A quorum shall be the number of active members present.

SECTION 7 - INDEMNIFICATION

1. **Third party actions.** The association shall indemnify any person who was or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, other than an action by or in the right of the Association, by reason of the fact that such person is or was an officer or director, or other representative of the Association, against expenses, including attorneys' fees, judgment, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if such person acted in good faith and in a manner he reasonably believed to be in the best interests of the Association and, with respect to any criminal action or proceeding, he had no reasonable cause to believe that his conduct was unlawful. The termination of any action suit or proceeding by judgment, order, settlement, conviction, or upon plea of nolo contendere or its equivalent, shall not of itself create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interests of the corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that

his conduct was unlawful.

2. **Derivative actions.** The Association shall indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a representative of the Association, or is or was serving at the request of the Association as a representative of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorney's fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believe to be in, or not opposed to, the best interests of the Association and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Association unless and only to the extent that the Court of Common Pleas of the county in which the registered office of the Association is located or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnify for such expenses which the Court of Common Pleas or such other court shall deem proper.

3. **Mandatory Indemnification.** To the extent that a representative of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in paragraphs 1 or 2 of this Article or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

4. **Procedure for effecting indemnification.** The board of directors, by vote of a majority of a quorum consisting of directors who were not parties to such action, suit or proceeding shall determine whether the applicable standards for indemnification set forth in this Article have been satisfied. Should such a quorum be unattainable, the active members shall make such a determination. The active members may obtain the written opinion of independent legal counsel in making such a determination.

5. **Advancing expenses.** The Association may pay expenses incurred in defending a civil or criminal action, suit or proceeding in advance of the final disposition of such action, suit or proceeding if authorized to do so by the board of directors. Payment shall not be made until such time as the officer, director or representative on whose behalf such payment is made undertakes in writing to repay amounts paid on his behalf should the corporation ultimately determine that indemnification of such person is not proper.

6. **Insurance.** The Association may purchase and maintain such insurance, as it deems appropriate to provide for indemnification of officers, directors, and other representatives of the Association.

SECTION 8- SCHOLARSHIP FUND

1. **Restricted Fund.** The Pennsylvania Outdoor Writers Association - Willard T. Johns Memorial Scholarship Fund shall be a restricted fund which will be administered by a three-(3) member committee, appointed by the President for three-(3) year terms with approval of the Board of Directors. The President shall appoint the Chairman of this Committee from the three (3) members. The Restricted Fund will include the present Scholarship Fund and any future income from that Fund or monies or property donated specifically for the Scholarship Fund.

2. **Distributions.** Disbursements from the Fund shall be made only as approved by a majority of the committee, and shall be made in accordance with the following:

All contributions received into the scholarship fund shall be added to the principal of the restricted fund when received. Funds for the payment of student scholarships each study year will be paid out of income earned on the principal account. The Association may contribute directly to any shortfall in annual income to cover costs of student scholarships.

A majority of the committee shall determine the number of scholarships to be awarded, up to the number authorized by the Board of Directors, and shall also screen and name the student recipients.

The Restricted Fund shall be audited annually during the audit of POWA's General Fund, by the same auditors. The report shall be supplied to the Board of Directors.

3. **Investments.** Investment of the scholarship funds shall be limited to (1) direct obligations of, or obligations unconditionally guaranteed as to principal and interest by the United States; (2) accounts of savings and loan associations or banking institutions to the extent the accounts are insured by the FDIC, FSLIC or an appropriate insuring agency established by the U.S. Government; or (3) corporate stocks, bonds, or mutual funds that are listed on any national exchange. However, no more than 50 percent of the invested scholarship funds may be invested in corporate stocks, bonds or mutual funds. Any investment of funds must be approved by the majority vote of the Scholarship Committee

This committee may employ consultants as required to achieve prudent investments, the cost of which, if any, must be authorized by the President of POWA.

4. **Dissolution.** If the Scholarship Fund is dissolved for any reason, the balances shall be transferred in accord with Federal tax regulations.