

BYLAWS OF THE ROOFING INDUSTRY COMMITTEE ON  
WEATHER ISSUES, INC.

(Referred to as "RICOWI" or "Corporation" herein)

**ARTICLE I:**  
**Name, Location, Objectives and Scope**

Section 1. **Name and Location.** The name of this organization is the Roofing Industry Committee on Weather Issues, Inc. ("RICOWI" or "Corporation"), organized as a not-for-profit Maryland corporation, and under the requirements of, and subject to, the provisions of Section 501(c)(6) of the Internal Revenue Code. RICOWI's principal location shall be located where the Board of Directors ("Board") deems appropriate.

Section 2. **Objectives.** It is hereby declared to be among the objectives of the Roofing Industry Committee on Weather Issues, Inc. ("RICOWI" or the "Corporation"), to:

(a) Encourage and coordinate research to provide a more knowledgeable information base of roof issues including wind, hail, energy efficiency and durability effects;

(b) Accelerate the establishment of new or improved industry consensus standard practices for weather design and testing where they are recognized as needed; and

(c) Improve the understanding of roof weather concepts and issues within the building community in general.

Section 3. **Scope.** RICOWI shall be concerned with matters relating to its objectives and with other matters brought before RICOWI by its Members through their respective representatives.

**ARTICLE II:**  
**Membership and Corporate Functions**

Section 1. **Membership Classes.** There shall be three (3) classes of membership in RICOWI: Sponsor Members, Affiliate Members and Lifetime Honorary Members.

Section 2. **Sponsor Members.** Sponsor Members shall be industry associations, academic institutions and public research facilities whose members have an interest in the roofing industry by virtue of the manufacture, design, installation or insuring of roofs and roofing-related products or the performance of consulting and other professional services in connection with roof and roofing-related products. Any entity may apply for membership by submitting a written application to the Chairperson or Secretary/Treasurer. An entity shall be elected to membership upon receiving a majority vote of the Sponsor Members present and voting at a meeting of Members of RICOWI or at a meeting of the Board. A Sponsor Member shall choose a representative to serve on

RICOWI's Board.

Section 3. **Affiliate Members.** Any person or individual representative of a firm, institute, corporation or other entity may be elected an Affiliate Member by submitting written application to the Chairperson, Secretary/Treasurer or Executive Director and receiving a majority vote of the Board. An Affiliate Member shall have no voting rights unless elected to the Board. The Board may, by majority vote, elect to reimburse Affiliate Members for specific expenses incurred in connection with the attendance at meetings, preparation for meetings and the transaction of business.

Section 4. **Lifetime Honorary Members.** Lifetime Honorary Membership without voting rights may be conferred upon any person whose past experience in, or service to, the industry or other special qualifications justify election as a "Lifetime Honorary Member" at such time and under such terms as the Board may determine.

Section 5. **Removal (Termination) of a Member.** Members of any classification may be removed from membership by the Board for cause by two-thirds (2/3) vote of those present and voting at a meeting. For any cause other than non-payment of dues, removal shall occur only after the Member complained against has been notified of the complaint and given reasonable opportunity to defend him/herself by submission of a written appeal to, and hearing before, the Board.

Section 6. **Reinstatement.** A former Sponsor Member or Affiliate Member may be reinstated within six (6) months of resignation or termination by presenting proof of qualifications and paying current dues, reinstatement fee and all dues in arrears. Any such Member who resigned or was terminated more than six (6) calendar months prior to the reinstatement request will need to reapply for new membership. A reinstatement fee may be charged in addition to the membership fee as the Board deems necessary and proper for any such former Member of RICOWI wishing to be reinstated within the same calendar year.

Section 7. **Resignation.** Any Member may resign by sending a letter of resignation to the Executive Director, but such action shall not relieve the Member so resigning of the obligation to pay any dues or other charges previously assessed.

Section 8. **Obligations of Sponsor Members.** Sponsor Members should fund the expenses of their duly appointed representatives in conducting RICOWI business. The Board may, by majority vote, elect to reimburse Sponsor Members for specific expenses incurred in connection with the attendance at meetings, preparation for meetings and the transaction of business.

Section 9. **Special Projects.** Members may submit proposals for special projects to the Board at any time. Such proposals shall be limited to studies, research or other academic endeavors related to weather issues and shall include a detailed description of how the proponent will disseminate the results of the special project among the Members.

The Board will normally vote on the approval of the special project at its next regularly scheduled meeting. A special project requires approval by two-thirds (2/3) of the members of the Board present and voting. Approved special projects may be funded through vote by voluntary assessment of four (4) or more Board Members.

### **ARTICLE III: Fiscal Year**

The fiscal year of RICOWI shall begin on the first day of January and end on the last day of December in each year.

### **ARTICLE IV: Dues**

Section 1. **Annual Dues.** The Board determines from time to time the amount of initiation fee, if any, and annual dues, if any, payable to RICOWI by Sponsor Members and Affiliate Members. [Refer to Article 5, Section 6, below] for quorum requirements. Lifetime Honorary Members will not be required to pay dues or initiation fees except as the Board deems necessary and proper.

Section 2. **Special Assessments.** Special assessments may be made against Sponsor Members upon approval by two-thirds (2/3) of the members of the Board present and voting, in order to fund operating deficits or for such other purposes as the Board deems necessary and proper. Any such Member may resign from RICOWI within thirty (30) days after the approval of such special assessment without obligation to pay that special assessment.

Section 3. **Payment of Dues.** Dues shall be payable in advance on the first day of January of each calendar year. Dues of a new Member shall be prorated the year following membership acceptance from the first day of the month in which such new Member is elected to membership, for the remainder of the calendar year of RICOWI according to the Member invoicing schedule.

Section 4. **Default and Termination of Membership.** Any Member in default in dues payment is subject to RICOWI's current removal/termination procedures as approved by the Board. Dues not paid in full by March 31 of each year will result in termination of membership. Upon termination of membership, all applicable rights of the Member in RICOWI or in its property shall cease.

### **ARTICLE V: Meetings of the Members**

Section 1. **Location and Schedule of Regular Meetings.** Regular Meetings will normally be scheduled in conjunction with other industry activities at such place

designated by the Chairperson and approved by the Board. Notice of all meetings shall be mailed not less than eight (8) weeks prior to the time when said meeting is to be held, approved by the Chairperson or Secretary/Treasurer, and addressed to each Member at such email address as filed with the Executive Director of RICOWI.

Section 2. **Special Meetings.** Special Meetings may be called by the Board at its discretion. Upon the written request of thirty percent (30%) of the members of the Board (or “Board members”), the Board shall call a Special in the same manner as for the Annual General Meeting. No business other than that specified in the notice of Special Meeting shall be transacted at any such Special Meeting of the Members of RICOWI.

Section 3. **Annual General Meeting.** The Annual General Meeting of Members shall be held at such date and at such place each year as may be designated by the Board. The Annual General Meeting will be scheduled with the first regular Board meeting each year.

- (a) **Voting by Members.** A voting Member may be represented at meetings (including Annual General Meetings) by any person designated by it for that purpose; but each Member shall be entitled to only one vote. Proxies are not permitted by one Member for another or otherwise. Two-thirds (2/3) affirmative vote of members of the Board present and voting is required for approval of bylaws changes, dues changes, and termination of Members. All other votes require a majority vote in the affirmative of members of the Board present and voting for approval.

- (b) **Officer Elections.** Officer elections occur at the Annual General Meeting. The Nominating Committee shall prepare a slate of one or more candidates for each expiring or vacant officer position; and this slate of candidates shall be provided in writing to all Board members not less than thirty (30) days prior to the Annual General Meeting. Additional candidates may be nominated from the floor at the Annual General Meeting. Each such floor-nominated candidate must be a member of the Board, must be nominated and seconded by a Board member, and must agree to serve if elected. [RICOWI’s Nominating Committee’s formation, membership, responsibility and operations can be found in Article VIII, Section 2, below.]

Section 4. **Meeting Format and Protocol.** All meetings shall include, but are not limited to, approval of minutes, appropriate reports of Officers, Committees, Members, Executive Director, and New Business. Any question as to priority of business shall be decided by the Chairperson. This order of business may be altered or suspended at any meeting by a majority vote of the members of the Board present.

Section 5. **Waiver.** Notwithstanding the provisions of any of the foregoing sections, a meeting of the Members may be held at any time and at any place within or without the State of Maryland without notice if notice has been waived before or after the meeting, in writing or electronically, by every Member entitled to vote at the meeting.

Section 6. **Quorum.** A majority of the Sponsor Members constitutes a quorum for the transaction of business. [Note, however, as set forth in Section 3 of this Article, above, certain business, including changes in bylaws, dues and termination of Members, requires a two-thirds (2/3) affirmative vote of Members for approval.]

Section 7. **Inspector of Election and Ballots.** The Executive Director is responsible to verify the presence of quorum, correct balloting procedures and accurate ballot counts. Ballots shall only be counted by the Executive Director with any assistance required provided by RICOWI legal counsel.

Section 8. **Voting.** Non-Board members do not have a vote; but they do have a "voice", and are encouraged to participate in the discussions.

Section 9. **Rules of Order.** The meetings and proceedings of RICOWI shall be regulated and controlled by laws applicable to RICOWI's Articles of Incorporation and the Bylaws.

Section 10. **Communication Methods for Meetings.** RICOWI's Members, Executive Director and invited guests may participate in such meetings in person, by conference telephone or similar communications equipment that permits all such persons to hear each other. Any persons so participating, and per outlined voting protocol, shall be considered to be present in person at such meeting, and may vote if otherwise entitled to do so on any matter or resolution referenced in the meeting notice and at the meeting, by ballot, voice vote or via other means deemed the most practical by the Board or approved by the Members. Acceptable forms of written notice, ballot and communication include regular mail, registered mail, courier, facsimile and email.

## **ARTICLE VI: Board Members**

Section 1. **Number.** The property, affairs, activities, and concerns of RICOWI shall be vested in its Board. The Board shall consist of one representative appointed by each Sponsor Member and one individual elected as an Affiliate Member of the Board for the first ten (10) Sponsor Members, and a second individual elected should the number of Sponsor Members exceed ten (10), and one more for each ten (10) thereafter, the number of Affiliate Members of the Board to be determined annually as of January 1, and to be elected staggered during the off year when RICOWI officers are not being elected, with all such members of the Board representing Sponsor Members and Affiliate Members to be referred to here and elsewhere as "Board members" or "members of the Board". There cannot be more than one Affiliate Member elected from any one company or organization and product specialization area on the Board at any time.

Section 2. **Duties of Board Members.** The Board may: (1) hold meetings at such times and places as it deems proper; (2) admit RICOWI Members and suspend or expel them by ballot; (3) appoint committees on particular subjects; (4) audit bills and disburse the funds of RICOWI; (5) print and circulate documents and publish articles; (6) carry on correspondence and communicate with associations in the roofing industry; (7) employ agents; and (8) devise and carry into execution such other measures as it deems proper and expedient to promote the objectives of RICOWI and to best protect the interests and welfare of its Members.

Section 3. **Meetings of the Board.** Regular meetings of the Board shall be held at such times as the Board determines best for cost savings and transaction of RICOWI's business. Notice of the meeting shall be sent to the last recorded address of each Board member not less than ten (10) days before the date for the meeting. The Chairperson or the Secretary/Treasurer shall, at the request in writing of thirty percent (30%) of members of the Board, issue a call for a special meeting of the Board, and only five (5) days' notice shall be required for such special meetings.

Section 4. **Quorum.** A majority of Board members present in person for meetings of the Board shall constitute a quorum for the transaction of business. If a quorum is not met, the meeting may be rescheduled to a future date.

Section 5. **Board Meetings and Board Member Voting.** Each Board member shall carry one vote. Board members are always responsible for voting in the best interests of RICOWI. Board members' duties including voting are non-delegable. Proxies of Board members are not permitted for votes at Board meetings. Two-thirds (2/3) affirmative vote by Board members present and voting is required for approval of special projects, technical reports, white papers, special assessments, and removal of Board members and RICOWI Members. All other votes at Board meetings require a majority in the affirmative by Board members present and voting.

Section 6. **Resignation or Removal.**

(a) A Board member may resign at any time upon written notice to RICOWI, and such resignation shall take effect at the time therein specified.

(b) A Board member shall be removed from the Board: (1) if he or she no longer qualifies to serve as a Board member as outlined above; (2) by two-thirds (2/3) affirmative vote of Board members present and voting at a Special Meeting called to consider such removal; or (3) otherwise (i) fails to attend or participate in the last three consecutive meetings of the Board, including meetings by conference telephone call, held in any two-year period; (ii) fails to comply with these Bylaws as may be amended, or his or her Member Agreement or other agreement with RICOWI, or any of the policies, procedures, rules and regulations adopted by resolution of members of the Board; or (iii) engages in conduct that is deemed to be detrimental to RICOWI or its Members.

Section 7. **Vacancy.** A Sponsor Member may designate its own representative to serve on the Board and may change the representative at will. In the event of a vacancy of any Affiliate Member on the Board, an election by the Board will be conducted at the next Regular meeting of the Board to fill the vacancy until the next Annual General Meeting.

Section 8. **Informal Actions.** Unless otherwise noted, any lawful and otherwise appropriate action taken by the Executive Director, Executive Committee, or any other member of the Board or representative or agent acting on behalf of the Board which was not properly approved in between Board meetings, may be ratified at the next regular meeting or special meeting of the Board per the voting requirements set forth above.

Section 9. **Compensation.** Members of the Board shall receive no compensation for their services.

## **ARTICLE VII: Officers**

Section 1. **Officer Positions.** The officers of RICOWI shall be a Chairperson, a Vice Chairperson, and a Secretary/Treasurer.

Section 2. **Method of Election and Resignation or Removal.** The Board shall elect all officers for a term of two (2) years and all officers shall be selected from the Board members. An officer may resign at any time upon written notice to RICOWI, and such resignation shall take effect at the time therein specified. The Chairperson, Vice Chairperson and Secretary/Treasurer may be removed from office if he or she no longer qualifies for election to such office; and any officer may be removed from his or her office by two-thirds (2/3) vote of the members of the Board at a Board meeting, with or without cause, whenever in the Board's judgment the best interests of RICOWI will be served thereby.

Section 3. **Duties of Officers.** The duties and powers of the officers of RICOWI shall be as follows:

### **Chairperson**

The Chairperson shall preside at the meetings of RICOWI, the Board, and the Executive Committee; and shall be a member ex officio, with right to vote, of all committees except the Nominating Committee. He or she shall also, at the Annual General Meeting of RICOWI and such other times as he or she deems proper, communicate to RICOWI and to the Board such matters and make such suggestions as may in his or her opinion tend to promote the prosperity and welfare and increase the usefulness of RICOWI, and shall perform such other duties as are necessarily incident to the office of the Chairperson.

### **Vice Chairperson**

In case of the death or absence of the Chairperson, or of his or her inability from any cause to act in that office as Chairperson, the Vice Chairperson shall perform the duties of the office of Chairperson. It is anticipated that the Vice Chairperson will be in training to become the next Chairperson.

### **Secretary/Treasurer**

The Secretary/Treasurer shall: (a) keep the minutes of the meetings of RICOWI Members and of the Board; (b) see that all notices are duly given in accordance with these Bylaws or as otherwise required by law; (c) oversee management of the books, records, and use of the corporate seal of RICOWI; (d) execute with the Chairperson, Vice Chairperson and Executive Director, all conveyances, contracts, deeds, mortgages, and other written instruments and see that the corporate seal of RICOWI is affixed to all documents the execution of which on behalf of RICOWI under its seal is duly authorized by the Board; (e) keep a register of the post office address of each Member, which shall be furnished to the Secretary/Treasurer by each Members; (f) have charge and custody of and be responsible for all funds and securities of RICOWI, and promptly pay out such funds as the Board may authorize and direct; (g) receive and give receipts for monies due and payable to RICOWI from any source whatsoever, and deposit all such monies in the name of RICOWI in such banks, trust companies or other depositories as are in accordance with these Bylaws; and (h) in general, perform all duties incident to the office of Secretary/Treasurer and such other duties as from time to time may be assigned by the Chairperson or by the Board. Under the direction of the Secretary/Treasurer, the Executive Director will perform or ensure the performance of clerical support for the duties outlined above.

Section 4. **Vacancies.** All vacancies in any office shall be filled as determined by the Board without undue delay, normally at the next regular meeting of the Board or at a special meeting of the Board called for that purpose.

Section 5. **Compensation of Officers.** Officers do not receive any salary or compensation for performance of their duties.

## **ARTICLE VIII: Committees**

Section 1. **Executive Committee.** The Executive Committee is responsible for the day-to-day management of the operations of RICOWI. There shall be elected annually by the Board one Sponsor Member member-at-large thereof who, together with the officers (Chairperson, Vice Chairperson, Secretary/Treasurer), Immediate Past Chairperson and Executive Director shall constitute the Executive Committee. Three (3) Executive Committee voting members shall constitute a quorum for the transaction of business. The Executive Director shall hold no vote. Meetings of the Executive Committee may be called by the Chairperson or by two (2) other members of the Executive Committee. All Executive Committee members must be knowledgeable about RICOWI's financial status and committed to ensure its well being. A member of the



Executive Committee, usually the Chairperson, shall perform the annual evaluation of the Executive Director based on input from the entire Board.

- (a) **Executive Committee Voting.** Voting protocol for the Executive Committee follows the “Board Member Voting” protocol set forth in Article VI, Section 5, above.
- (b) **Immediate Past Chairperson.** The Immediate Past Chairperson is the person who most recently served as Chairperson. The Immediate Past Chairperson is anticipated to provide helpful suggestions to current leadership while not overshadowing the current Chairperson's mandate, functioning and assignments to the Executive Director. It is also preferable, but not required, that the Immediate Past Chairperson assumes the role of chairing RICOWI's Nominating Committee.

Section 2. **Nominating Committee.** The Nominating Committee is responsible annually for providing the Board with a slate of candidates from Members, willing to serve if elected, as officers of RICOWI to be considered by, and elected at the option of, the Board. Not later than sixty (60) days prior to the Annual General Meeting, the Chairperson shall appoint a Nominating Committee of two Board members, at least one of whom shall be an officer other than the Chairperson, that shall assemble a list of such candidates to fill each expiring or vacant officer position. All members of the Board shall receive the Nominating Committee's slate in writing not less than thirty (30) days prior to the Annual General Meeting.

Section 3. **Other Standing Committees.** The Board may, by a majority vote of all members of the Board present and voting, designate one or more other standing committees, including (without limitation) audit, best practices, code, conference, hail investigation, membership/marketing, moisture control/green, underlayment, and wind investigation. Each of such committees shall consist of two (2) or more members of the Board appointed by the Chairperson, approved by the Board, and shall have and may exercise the authority assigned to the committee by the Chairperson and the Board in the management of the business and affairs of the committee. Written notice of each committee meeting shall be provided to each committee member at least forty-eight (48) hours in advance of such meeting unless the committee members waive such notice. A majority of a committee's members present for a meeting shall constitute a quorum for the transaction of business, unless any committee shall, by a majority vote of its members present and voting, decide otherwise. The act of a majority of the members at any meeting at which there is a quorum shall be the act of the committee. The committee shall keep minutes of its meetings and report such minutes to the Board. Affiliate and Lifetime Honorary Members may serve on any standing committee and hold a committee member vote.

Section 4. **Special Committees.** The Chairperson may, at any time, with the approval of the Board, appoint other committees on any subject for which there are no standing committees.

Section 5. **Committee Vacancies.** The various committees shall have the power to fill vacancies in their membership, subject to the approval of the Board.

**ARTICLE IX:  
Executive Staff, Legal Counsel and Audit Function**

Section 1. **Appointment of Staff.** The Board may engage the services of an Executive Director or management firm whose terms and conditions shall be specified by the Board.

Section 2. **Authority and Responsibility of Staff.** The Executive Director shall be the chief executive of RICOWI responsible for all management functions. He or she shall manage and direct all activities of RICOWI as prescribed by the Board and shall be responsible to the Board and conduct all management activities under the policies, procedures, rules and regulations adopted by RICOWI Members or the Board. The Corporate Seal of RICOWI shall only be used as directed by an officer.

Section 3. **Legal Counsel.** The Board may engage the services of qualified legal counsel who may attend any meetings of the Board and others that the Board deems appropriate for the protection of RICOWI and its Members.

Section 4. **Accounting Review and Audit.** The Board may engage the services of qualified accounting personnel or firm to audit or review the books of RICOWI.

**ARTICLE X:  
Privileges**

The Board may accept on behalf of RICOWI any contribution, gift, bequest or devise for the general purposes or for any special purpose of RICOWI. No gift over \$75 shall be accepted by RICOWI without a two-thirds (2/3) vote of the Board members present and voting; nor shall any gift be accepted which imposes conditions or financial, political or other burdens upon RICOWI contrary to its objectives and purposes and contrary to its best interests.

**ARTICLE XI:  
Indemnification**

Any person made a party to or threatened with any civil, criminal or administrative action, suit or proceeding by reason of the fact that he or she is or was an officer, Director, or staff member of RICOWI, shall be indemnified by RICOWI as follows. Such person shall be indemnified against the reasonable expenses, including attorney's fees, actually and reasonably incurred by him or her in connection with such action, suit or proceeding, or in connection with any appeal therein, except as to matters as to which such person - the RICOWI officer, Board member or staff member - is or was

guilty of negligence or other misconduct in the performance of his or her duties. Furthermore, RICOWI shall purchase and maintain insurance on behalf of any person who is or was an officer, Board member, or staff member of RICOWI against any liability asserted against him or her and incurred by him or her in such capacity, or arising out of his or her status as such, whether or not RICOWI would have had the power to indemnify him or her against such liability. Notwithstanding anything to the contrary, no current or former officer, Board member or staff member of RICOWI shall be entitled to indemnification in excess of that permitted by Treas. Reg. §53.4941(d)-2(f).

## **ARTICLE XII: Contracts, Checks, Deposits and Loans**

Section 1. **Contracts.** The Board may authorize any officer or officers, agent or agents of RICOWI, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of RICOWI, and such authority may be general or confined to specific instances.

Section 2. **Checks, Drafts and other Monetary Instruments.** All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of RICOWI, shall be signed by such officer or officers, agent or agents of RICOWI and in such manner as shall from time to time be determined by resolution of the Board.

Section 3. **Deposits.** All funds of RICOWI shall be deposited from time to time to the credit of RICOWI in such banks or other depositories as the Board may select.

Section 4. **Loans.** No loans shall be contracted on behalf of RICOWI and no evidences of indebtedness shall be issued in its name unless authorized by a vote of two-thirds (2/3) of the Board members present and voting at a meeting of the Board. Such authority may be general or confined to specific instances.

## **ARTICLE XIII: Amendments**

These Bylaws may be amended, repealed, or altered in whole or in part by a two-thirds (2/3) affirmative vote of the Board members at any Annual General Meeting or Special Meeting of RICOWI called for purposes thereof. The proposed change(s) shall be sent to the last recorded address of each Member at least ten (10) days before the time of the meeting which is to consider the change(s).

## **ARTICLE XIV: Nondiscrimination**

The Board members, Executive Director and other staff/contractors of RICOWI as well as Members served by RICOWI shall be selected entirely on a nondiscriminatory basis with respect to age, gender, race, religion, national origin and sexual orientation.

## **ARTICLE XV**

### **Dissolution**

Upon dissolution of RICOWI, provision shall be made for payment of all bills and obligations, current or future and a plan adopted for distribution of any excess funds. All such excess funds remaining after payment of bills and obligations shall be dedicated exclusively to purposes enumerated in Section 501(c) (6) of the Internal Revenue Code of 1954, as amended. The remaining Board members shall endeavor to distribute remaining funds to organizations which are exempt from federal income taxation under Section 501(c) (6) or 501(c) (3) and which are engaged in activities related to the roofing industry or to such other organizations operating exclusively for charitable, religious, educational or scientific purposes as shall at that time qualify as exempt organizations under Section 501(c) (6) or 501(c) (3). Any of such assets not so disposed of shall be disposed of by the Circuit Court of the County in which the principal office of RICOWI is then located, exclusively for such purposes, or to such organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

#### **Bylaw Revisions:**

02-09-91; 03-16-92; 10-16-92; 10-29-94;  
03-25-95; 10-27-95; 04-13-96; 03-22-97;  
04-04-98; 10-23-99; 03-14-13; 01-13-15.