

SPECIAL RESOLUTION

I hereby certify that the following special resolution was passed at a meeting of the members of ____CHESTERMERE REGIONAL COMMUNITY ASSOCIATION____

(Name of society)

on ____12/10/2024____ .

(month/day/year)

The by-laws were changed as follows:

by-laws 4.1.2 is changed to read:

Individual Members

- (a) one member of a single household;
- (b) may vote in any election and any other determination at a General Meeting.
- (c) must be eighteen (18) years or over to vote. In the event the individual member is ineligible to vote, that right to vote may be designated/transferred to any individual over the age of 18.
- (d) To change the designated individual, the individual member must contact the CRCA administration for process and approval.

Date: ____03/28/2025____

(write today's date)

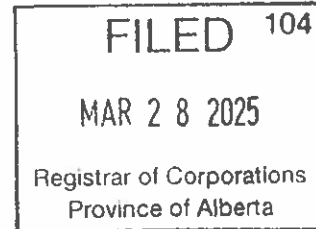
Signature: _____

(original ink signature of authorized officer)

Printed Name: ____Vicki Schneider____

Title: ____Board Secretary____

(title of person who signed)



These Bylaws replace the January 1, 2023 Bylaws and are effective January 1, 2025.

CHESTERMERE REGIONAL COMMUNITY ASSOCIATION

ASSOCIATION #50209136

ARTICLE 1 – PREABMLE

1.1 The Association

The name of the Association is the Chestermere Regional Community Association, which may also be known or referred to as the CRCA or the Association.

1.2 The Bylaws

The Bylaws represent the structural, organizational, and operational terms of reference which shall be used by the Association in fulfilling its registered objects.

ARTICLE 2 – DEFINIITIONS AND INTERPRETATION

2.1 Definitions

In these Bylaws the following words have these meanings:

2.1.1 “**Act**” means the *Societies Act R.S.A. 2000, Chapter S-14*, as amended or any statute substituted for it, and includes any regulations promulgated thereunder that are in effect from time to time.

2.1.2 “**Annual General Meeting**” means the annual general meeting described in clause 5.2.

2.1.3 “**Board**” means the board of directors of this Association.

2.1.4 “**Bylaws**” means this document, as amended from time to time.

2.1.5 “**Chairperson**” means with respect to a meeting of the Association or the Board, the President of the Association or, in the absence of the President, the Vice-President of the Association or, in the absence of the President and the Vice-

President, the Secretary of the Association or such other member of the Board as may be designated by the Majority Vote of the Board for that meeting.

- 2.1.6 **“Director”** means any person elected or appointed to the Board.
- 2.1.7 **“Executive”** means the executive committee of the Board, being the President, the Vice-President, the Secretary and the Treasurer.
- 2.1.8 **“Facility”** means the land and building that comprises the community centre of the Association and the associated recreational facilities.
- 2.1.9 **“Fiscal Year”** means the twelve (12) month period commencing on July 1st of a year and ending on June 30th of the following year.
- 2.1.10 **“General Manager”** means the person appointed by the Board pursuant to clause 7.3.2.
- 2.1.11 **“General Meeting”** means the Annual General Meeting or a Special General Meeting.
- 2.1.12 **“Legally Related”** means any two or more persons associated through birth, adoption, marriage or common-law agreement.
- 2.1.13 **“Majority Vote”** means more than 50% of the votes cast by Voting Members or Directors eligible to vote who are present at the applicable meeting of the Association or the Board respectively, except as otherwise noted in these Bylaws.
- 2.1.14 **“Member”** means any member of the Association.
- 2.1.15 **“Officer”** means a Director who is a member of the Executive.
- 2.1.16 **“Policies and Procedures”** means the administrative rules and practices created and amended by the Board from time to time with respect to the management and governance of the Association and the Facility, which rules and practices may elaborate on, but not be inconsistent with, the Bylaws.
- 2.1.17 **“Proper Notice”** means notice given in writing, electronically or by publication in the local newspapers, not less than twenty-one (21) days prior to a General Meeting, stating the intention or purpose of the meeting, which notice shall be deemed to be given when delivered to the household electronically, or when published in the Chestermere and Rocky View newspapers.
- 2.1.18 **“Special Meeting”** means the Special General Meeting described in clause 5.4.

2.1.19 “**Special Resolution**” means:

- (a) A resolution passed at a General Meeting of the membership of this Association. There must be twenty-one (21) days’ notice for this meeting. The notice must state the proposed resolution. There must be approval by a vote of three-fourths (75%) of the Voting Members who vote in person; or
- (b) A resolution proposed and passed as a Special Resolution at a General Meeting with less than twenty-one (21) days’ notice. All the Voting Members eligible to attend and vote at the General Meeting must agree.

2.1.20 “**Voting Member**” means a Family Member or an Individual member entitled to vote at the meetings of the Association.

2.2 Interpretation

The following rules or interpretation must be applied in interpreting these Bylaws:

- 2.2.1 **Singular and Plural:** words indicating the singular number also include the plural, and vice-versa;
- 2.2.2 **Masculine and Feminine:** words indicating the masculine gender also include the feminine gender and vice-versa;
- 2.2.3 **Persons:** the word person shall also include associations, companies and corporations.
- 2.2.4 A capitalized derivative of the defined term shall have a corresponding meaning.
- 2.2.5 Any reference to a specific number of days prior to a meeting shall not include the day of the applicable meeting.
- 2.2.6 Any reference to any statute or any section thereof shall be deemed to extend and apply to any amendment to such statute or section, as the case may be.

ARTICLE 3 - BOUNDARIES

3.1 Geographic Boundaries

3.1.1 The boundaries of the Association shall be (but not limited to) the area from Calgary's east city limits to the east edge of Range 27, one mile south of Glenmore Trail, to the north boundary of Township 25. Membership is not determined by boundaries; anyone wishing to be a member of the CRCA regardless of their permanent address may apply.

ARTICLE 4 – MEMBERSHIP

4.1 Classification of Membership

There are two (2) categories of Membership:

4.1.1 Family Members

- (a) two or more related members of a single household;
- (b) a maximum of two members per single household may vote in any election and any other determination at a General Meeting. If a household has more than 2 members over 18 that wish to vote, we ask that each additional member purchase a membership to be able to vote
- (c) must be eighteen (18) years or over to vote.

4.1.2 Individual Members

- (a) one member of a single household;
- (b) may vote in any election and any other determination at a General Meeting.
- (c) must be eighteen (18) years or over to vote. In the event the individual member is ineligible to vote, that right to vote may be designated/transferred to any individual over the age of 18.
- (d) To change the designated individual, the individual member must contact the CRCA administration for process and approval.

4.2 Membership Fees and Register

4.2.1 The membership year is July 1 to June 30.

4.2.2 The Board decides the annual membership fees for the category of Members.

4.2.3 A person over the age of 65 may purchase an Individual membership. The membership fee will be discounted at the rate prescribed in the Board's Policies and Procedures Guide.

4.2.4 Two or more related members of a single household who are each over the age of 65 may purchase a Family membership. The membership fee will be discounted at the rate prescribed in the Board's Policies and Procedures Guide.

4.2.3 A register of Members shall be kept current and confidential at the office of the Association.

4.3 Suspension and Expulsion of Members

4.3.1 The Board may, upon receiving a formal substantiated complaint, suspend or expel any Member of the Association for one or more of the following reasons:

- (a) the Member has failed to abide by the requirements of these Bylaws;
- (b) the Member has disrupted meetings or functions of the Association; or
- (c) the actions or omissions of the Member have harmed the Association.

Subject to the remainder of this clause 4.3, the Board may, by a three-fourths (75%) vote of those votes cast by the Directors present at any meeting of the Board, suspend or expel any Member from the Association.

4.3.2 The Board shall use the following process to notify a Member if it is considering the potential suspension or expulsion of that Member under this clause 4.3,

- (a) the Board shall serve written notice to that Member of the Board's intention to consider the potential suspension or expulsion of that Member at least fourteen (14) days prior to the meeting of the Board at which that matter is to be determined;
- (b) that notice shall include the reason(s) why the Board is considering the potential suspension or expulsion of that Member from the Association; and
- (c) that notice shall either be sent by single registered mail to the last known address of that Member shown in the records of the Association or delivered by two (2) Officers to that location.

4.3.3 A member being considered for suspension or expulsion from the Association shall have an opportunity to submit a written statement to the Board and to appear before the Board at the applicable meeting to address the matter. That Member may be accompanied by another person if the Member attends that meeting of the Board.

- 4.3.4 Except to the extent otherwise provided in the preceding portion of this clause 4.3, the Board shall determine the manner in which the potential suspension or expulsion of the Member will be handled, and may limit the time given to the Member to address the Board about the matter. The Board may exclude the Member from its final discussion of the matter, including the vote on the matter.
- 4.3.5 There shall be no reimbursement of membership fees previously paid by any suspended or expelled Member.
- 4.3.6 Any member who has his/her membership privileges withdrawn, or is not a member in good standing, shall forthwith forfeit all rights, claims, and interests arising from or associated with membership in the Society.
- 4.3.7 Any member who has been suspended or expelled may, upon written application for reinstatement to the Association, be reinstated at any Annual General Meeting, if that reinstatement:
 - (a) is included on the agenda for that Annual General Meeting; and
 - (b) has been approved by a 75% majority of those votes cast by Voting Members who are present at that meeting.

4.4 Resignation of Member

- 4.4.1 A member may withdraw from membership by giving written notice of intention to withdraw to a member of the Association Executive.
- 4.4.2 Any resignations will not be entitled to any credit or refunds for any portion of the annual membership fee.

4.5 Change of Address

- 4.5.1 Each member shall give notice to the Association in a timely manner of any change of that Member's address. This change can be made with the office or online through the CRCA member portal. If only one registered Member changes address, the Membership shall be deemed to belong to the Member remaining at the residence or in the Community.

ARTICLE 5 – MEETINGS

5.1 Attendance at Meetings

- 5.1.1 Each General Meeting shall be open to the public, except that all or part of the meeting may be closed to attendees other than Members by a Majority Vote.
- 5.1.2 Each meeting of the Board shall be open to any Member, except that all or any part of the meeting may be closed by a three-fourths (75%) majority of the votes cast by the Directors present at that meeting, Members attending the meeting are non-voting and require invitation by the Board to speak.

5.2 Annual General Meeting

- 5.2.1 The Board of Directors shall convene an Annual General Meeting of the Membership to be held on or before the twentieth (20) day of December each year;
- 5.2.2 The meeting will be at such place as determined by the Board of Directors. The meeting can be called for in person or through an online meeting platform;
- 5.2.3 The business of the Annual General Meeting shall include:
 - (a) Confirmation of Quorum;
 - (b) Reading and acceptance of the previous Annual General Meeting's minutes;
 - (c) The Secretary's report;
 - (d) The Treasurer's report and the audited financial statements of the Association for the preceding Fiscal Year, of which sufficient copies are available for examination and viewing of the Members present;
 - (e) Reports of any Committees;
 - (f) The President's report of the year's activities, including a review of the significant initiatives pursued by the Board and the performance relative to the budget for the preceding year;
 - (g) The appointment of auditors for the upcoming Fiscal Year, subject to clause 8.2.6;
 - (h) Any other business of the Association, except that no vote shall be taken on any matter requiring notice of a Special Resolution unless such notice has been given in the manner required by these Bylaws.
 - (i) The election of Directors, as applicable; and
 - (j) Adjournment.

- 5.2.4 The order of business shall be at the discretion of the Chairperson, provided that in general, the business and reports relating to the preceding Fiscal Year shall take place before the election of Directors.
- 5.2.5 A public notice shall be given at least twenty-one (21) days prior to the meeting, giving the time and place of the meeting and such additional information as the Directors may decide.
- 5.2.6 An official quorum shall be not less than fifteen (15) members in good standing plus a simple majority of the Association Board of Directors.

5.3 Board of Directors Meetings

- 5.3.1 The Directors shall meet within ten (10) days after each Annual General Meeting to form the Board and elect its Officers.
- 5.3.2 The Board of Directors shall meet at least once every three (3) months at a regular scheduled date and time determined by the Directors. Each meeting shall be held at a location in the office of the Association's offices, or through an virtual/online meeting platform, unless otherwise designated by the President. the President.
- 5.3.3 Additional meetings of the Board may be called at any time upon the instructions of the President.
- 5.3.4 A special meeting of the Board shall be called by the President within ten days after the President's receipt of written request to such effect, stating in full the object and purpose of the meeting. For the called meeting to be conducted, two-thirds (2/3) of those Members who signed the request must be present for that meeting. That written request must be duly signed by:
 - (a) at least three (3) Directors; or
 - (b) at least twenty-five (25) Voting Members.
- 5.3.5 A Director may participate in a meeting of the Board of Directors by telephone or online/virtual platform and a Director participating in a meeting by those means is deemed to be present at the meeting.

5.4 Special General Meeting

- 5.4.1 A Special General Meeting of the Members may be called from time to time as circumstances shall require or dictate, if:
 - (a) The Board see fit to call such a meeting;

- (b) A matter is being proposed by Special Resolution; or
- (c) The President receives a request in writing signed by not less than twenty-five (25) registered Voting Members, provided that such request states the reason for the meeting and any motion intended to be determined at such meeting.

5.4.2 The Board will convene a meeting within a maximum of thirty (30) days of receipt of a request described in clause 5.4.1(c). However, the Board shall not be required to proceed with the meeting, in whole or in part, if fewer than two thirds (2/3) of those Voting Members who signed that request are not present in the quorum for the meeting.

5.5 Committee Meetings

- 5.5.1 To be authorized by the Board of Directors.
- 5.5.2 Committees will provide recommendations and guidelines for the Board approval, to carry out the task identified.
- 5.5.3 Directors at large may be appointed to chair committees set up by the Association Board of Directors.
- 5.5.4 Upon completion of the project, a final report is to be submitted to the Board of Directors.
- 5.5.5 Due notice shall be given to a member of a committee no less than forty-eight (48) hours prior to the meeting.
- 5.5.6 A committee member may participate in a meeting of the Committee by telephone and a Committee member participating in a meeting by those means is deemed to be present at the meeting.

5.6 Notice of Meetings

- 5.6.1 Proper Notice shall be given to all Voting Members for any General Meeting.
- 5.6.2 Notice for any additional Board meeting shall be in the form decided by the President and in the case of committee meetings, by the chairperson, not less than three (3) days prior to such meeting.
- 5.6.3 For the purpose of sending notice to any Member or Director for any meeting or otherwise, the address, e-mail address or phone number shall be the last address, e-mail address or phone number recorded on the books of the Association.

- 5.6.4 No error or omission in giving notice of any General Meeting or any meeting of the Board, including any General Meeting rescheduled under clause 5.8.2 shall invalidate the meeting or make void any proceedings of the meeting, provided that this clause shall not alter the notice requirements of these Bylaws pertaining to a Special Resolution.
- 5.6.5 Any Voting Member may at any time waive notice of any such meeting, except notice of a Special Resolution, and may ratify any and all proceedings of the meeting.

5.7 Agenda

- 5.7.1 The agenda for any General Meeting shall be attached or included in the notice of such meeting, including a Special Resolution substantially in the form of any resolution that is to be presented as a Special Resolution at that General Meeting.
- 5.7.2 Only the matter(s) set out in the notice of meeting shall be considered at that General Meeting.

5.8 Quorum for General Meetings and Board Meeting

- 5.8.1 A quorum for the transaction of business at any General Meeting shall be fifty percent (50%) plus one (1) of the duly elected or properly appointed number of Directors and fifteen (15) Voting Members, other than Directors.
- 5.8.2 If there is no quorum at a General Meeting within thirty (30) minutes from the time appointed for that meeting, and provided that a minimum of one (1) Officer and ten (10) Voting Members, other than Board Members, are in attendance:
- (a) the Chairperson shall, at his discretion and prior to terminating the original meeting, fix a date, time and place to hold another meeting, and any business may be dealt with at a rescheduled meeting if a quorum is present (or deemed to be present hereunder) at that rescheduled meeting, provided that the notice requirements specified in these Bylaws for a Special Resolution is proposed for sanction at that rescheduled General Meeting; and
 - (b) if there is no quorum at the rescheduled General Meeting conducted under the preceding paragraph within thirty (30) minutes from the time appointed for that meeting, the Voting Members present shall be deemed to be a legal quorum, and that meeting shall be conducted and its conclusions and resolutions shall be binding as if a full quorum had been present.

- 5.8.3 The quorum for the transaction of business at any Board meeting shall be fifty percent (50%) plus one (1) of the duly elected or properly appointed number of Directors. If there is no quorum present at such meeting, the Chairperson may conduct the meeting subject to ratification of each decision made at such meeting at the next regularly called Board meeting. No actions may be taken on any resolution(s) until such motions are ratified.

5.9 Voting

- 5.9.1 Each Voting Member registered with the Association shall have one vote at any General Meeting, provided that they were registered as a Voting Member by November 1 prior to the General Meeting where they seek to exercise their right to vote. Where a Voting Member is elected or appointed to the Board as a Director, each such Director shall have one vote at any meeting of the Board, commencing at the first meeting of the Board at which the person is eligible to attend.
- 5.9.2 The President of the Association is entitled to vote on any and all matters.
- 5.9.2 At all meetings of the Association, whether a General Meeting or a meeting of the Board, every question to be determined shall be decided by a Majority Vote, unless otherwise required by these Bylaws, or by the Act.
- 5.9.3 A declaration by the Chairperson that a resolution has been carried or not carried, and an entry to that effect in the Minutes of the Association, shall, in the absence of dispute at the time about the declaration, be sufficient evidence of the fact without proof of the number or proportion of the votes accorded in favour of or against such resolution.
- 5.9.4 Voting shall be by show of hands unless a poll is demanded by a minimum of ten (10) Voting Members. If not by acclamation, elections will be done by ballot.
- 5.9.5 If a poll is demanded and not withdrawn, the poll shall be taken in such manner as the Chairperson shall direct.
- 5.9.6 No Member may vote by proxy with respect to any election or other determination being made at any General Meeting.
- 5.9.7 Notwithstanding any other provision of these Bylaws, the Board may determine any matter within its powers without a meeting on the following basis:
- (a) the matter shall be submitted to the Directors, by notice from the President, in the form of a resolution, together with sufficient information

to enable the Directors to be reasonably informed as to the nature of that matter;

- (b) each Director shall cast a vote with respect to that resolution within three days after delivery of that notice or by such later date as is specified in that notice;
- (c) any such vote shall be binding on the Board as if it had been conducted at a meeting of the Board unless a Director objects, by notice to the President and Secretary not later than two days following receipt of that notice, to that matter being determined without a meeting of the Board;
- (d) A resolution in writing signed by all of the Directors personally shall be valid and effective as if it had been passed at a duly constituted meeting of the Board.

The President shall promptly notify the Directors of the result of any vote by notice under this clause following the expiry of the applicable response period, and the results of any such vote conducted by notice shall be included in the minutes for the next meeting of the Board. If there is an objection under paragraph (c) of this clause to the determination of a matter without a meeting, the President shall promptly convene a meeting of the Board to deal with that matter, and all votes cast by the other Directors by notice with respect to that matter shall be void.

5.10 Minutes

- 5.10.1 Minutes shall be taken and recorded at each General Meeting and each Board meeting. The original copy of the minutes shall be filed at the office of the Association.

5.11 Adjournment

- 5.11.1 Any meeting may be adjourned to a specified date and time with a Majority Vote.
- 5.11.2 The adjourned meeting shall conduct only the unfinished business from the original meeting, provided that no adjourned meeting shall determine any matter requiring sanction through a Special Resolution unless the notice requirements specified in these Bylaws for a Special Resolution are complied with for that adjourned meeting.
- 5.11.3 Subject to clauses 5.11.1 and 5.11.2, no notice is required for the adjourned meeting.

ARTICLE 6 ELECTION OF DIRECTORS

6.1 Number of Directors

- 6.1.1 The Board of Directors shall consist of not fewer than eight (8) and not more than twelve (12) Voting Members, and shall be elected on the basis prescribed under this Article 6 by those Voting Members as are present at the Annual General Meeting.

6.2 Nominations

- 6.2.1 The nominating committee, at the applicable time, shall solicit and present a list of nominated candidates for election to the Board.

6.3 Elections by Plurality Vote

- 6.3.1 Insofar as an election is not by acclamation, the outcome of the elections shall be determined by a plurality vote, such that the Voting Member who receives the most votes is elected to the applicable position on the Board to which that election pertains or those Voting Members receiving the most votes are elected to the corresponding number of positions on the Board, as applicable.

6.4 Term and Limitations on Successive Terms

- 6.4.1 Subject to clauses 6.4.2, 6.4.3 and 7.4, the Directors so elected and appointed shall form the Board and each such Director shall hold office for two years after such election until the next Annual General Meeting at which that position is scheduled to be filled by election.

- 6.4.2 The Members shall elect any Directors at each Annual General Meeting. At the first Annual General Meeting after these Bylaws come into effect, the Members shall elect the following Directors:

- (a) A minimum of four (4) and a maximum of six (6) Directors each serving a term that ends at the close of the second Annual General Meeting following the Annual General Meeting; and
- (b) A minimum of four (4) and a maximum of six (6) Directors each serving a term that ends at the close of the first Annual General Meeting following the Annual General Meeting.

At each succeeding Annual General Meeting following the expiry of the terms prescribed by paragraphs (a) and (b) of this clause, the election of the Directors described in those paragraphs shall be for a term that ends at the close of the

second Annual General Meeting following the Annual General Meeting at which those Directors were elected.

- 6.4.3 No Voting Member may be elected or appointed as an Officer for more than six years in succession without a Special Resolution of the Membership. Subject to clause 7.4.6, a Member shall be eligible to serve again as an Officer following an absence from the Executive of one year.
- 6.4.4 Two or more persons who are Legally Related may not be Directors at the same time.

ARTICLE 7 – GOVERNING STRUCTURE

7.1 Structure

- 7.1.1 The Association shall be governed by its members through the election and appointment of Directors to form a Board of Directors.
- 7.1.2 The Association Board of Directors will have vested authority to act on behalf of and in the best interest of the Association. The Association Board of Directors shall be governed by the Association's Bylaws. The Association Board of Directors may extend its authority only through amendments to the registered objects and/or Bylaws. Internal rules governing the operation of the Association may be established by a Majority Vote of the Association Board of Directors provided such rules do not exceed authority permitted by these bylaws or the Societies Act and amendments thereto and are approved at a Board of Directors meeting after the election of the Association Board of Directors.

7.2 Board of Directors

- 7.2.1 Each Director shall be a Voting Member of the Association at the time of election or appointment and throughout the Director's term as Director. A Director cannot be an employee of the Association.
- 7.2.2 If fewer than eight (8) members are elected at the Annual General Meeting, the Board shall have the power to appoint additional Voting Members to the Board, to the maximum of twelve (12), upon seventy-five (75) percent majority of the votes cast by Directors at any duly constituted Board meeting.
- 7.2.3 Vacancies of the Board, however caused, may be filled by the Directors if they see fit to do so as long as a quorum of Directors remains in office, in which case each such vacancy shall be filled at the next Annual General Meeting. However, if there is not a quorum of Directors, the remaining Directors shall promptly call a

Special General Meeting to fill the vacancies. Any vacancy on the Board that is filled under this clause shall be until the next Annual General Meeting, at which time the election process under clause 6.3 and 6.4 shall again apply to that position on the Board.

7.2.4 Subject to clause 8.6, the Directors of the Board shall serve without remuneration, and no Director shall directly or indirectly receive any profit for acting as a Director, provided that a Director may be paid reasonable expenses incurred by the Director in the performance of the applicable Board duties.

7.2.5 No Director or Directors shall take it upon themselves to commit the time, resources, or finances of the Association, the Board or, if applicable, the Association's staff without prior approval of that commitment at a duly constituted meeting of the Board.

7.3 Powers and Duties of the Board

7.3.1 The Board shall have and exercise all the powers of the Association as fully and completely as the Association could at a General Meeting, subject always, however, to the provisions of these Bylaws, and the Act. Subject to the foregoing, the powers and duties of the Directors shall include (but not be limited to):

- (a) promoting the objects of the Association;
- (b) promoting Membership in the Association;
- (c) issuing Memberships in the Association, including collecting the associated Membership fees;
- (d) holding meetings as herein set forth;
- (e) maintaining and protecting the assets and property of the Association;
- (f) making Policies and Procedures from time to time for the operation of the Association and the Facility, with such Policies and Procedures being recorded in an organized manner in the Association's records;
- (g) approving an annual budget for the Association, subject to clause 8.2;
- (h) paying all expenses and receiving all revenues respecting the operation and management of the Association;
- (i) undertaking, through whatever means the Board determines is advisable, to further the financial position of the Association, including fundraising

activities, and to make whatever expenditures as are necessary to carry out its activities;

- (j) appointing Officers, appointing agents, and authorizing the employment of such persons as the Board deems necessary to carry out the Objects of the Association, provided that such Officers, agents and employees shall have the authority and shall perform the duties as may be assigned by the Board;
- (k) ensuring that all books and records of the Association required to be created and maintained by these Bylaws, by the Act, by any other applicable statute or law are regularly and properly kept, including an updated register of Members;
- (l) ensuring that all policies of insurance required to be maintained by the Act, and other applicable statute or law, are acquired and maintained;
- (m) causing minutes to be kept of each General Meeting and each meeting of the Board;
- (n) managing, selling, leasing, disposing of or otherwise dealing with the property of the Association, and entering into contracts on behalf of the Association;
- (o) filing such returns, reports and other materials as are required to be submitted under the Act, other statutes or laws; and
- (p) having the authority to appoint a Past President to serve in an advisory capacity and to provide continuity to the Board, provided that the Past President shall be a non-voting member of the Board and shall perform such duties as may be assigned by the Board;

7.3.2 The Board shall have the authority to appoint a General Manager. For clarity the General Manager shall be an employee of the Association. The General Manager shall:

- (a) Be the General Manager of the Facility and subject to the authorities of the Board shall have the supervision of the business and affairs of the Association and shall have such other additional powers and duties as the Board may specify from time to time. For clarity, the General Manager shall have the power to hire and remove any employees from their positions. For further clarity, the General Manager remains ultimately liable to the Board for the discharge of duties as prescribed for the position of General Manager.

- (b) To the extent not delegated to the Secretary or Treasurer of the Board:
 - a. Be responsible for registering or filing of, or causing to be registered or filed, all reports, certificates and all documents required by law to be registered or filed by the Association;
 - b. Keep, or cause to be kept, proper accounting records in compliance with the Act and shall be responsible for all deposits of monies and other valuable effects of the Association in the name and to the credit of the Association in such banks or other depositories as the Board may from time to time designate;
 - c. To be responsible for the disbursements of funds of the Association;
 - d. Render to the Board, whenever so directed, an account of all financial transactions and of the financial position of the Board;
- (c) Render to the Board, whenever so directed all corporate records of the Association contemplated within the Act or these Bylaws;
- (d) Give or cause to be given as and when instructed, all notices to the Members, the Board, Officers and members of Committees of the Board;
- (e) Provide operational reports or other statements of affairs of the Association, as the Board may require from time to time;
- (f) Ensure the policies and programs of the Association are implemented;
- (g) Advise and inform the Board on the operations and affairs of the Association;
and
- (h) Carry out any lawful direction of the Board from time to time;

7.4 Removal of a Member of the Board/Executive Officers

- 7.4.1 Notwithstanding clause 6.4, a Director shall be automatically removed from office who:
 - (a) resigns by giving notice in writing; or
 - (b) is absent from more than three (3) consecutive meetings of the Board, if the Board determines, by Majority Vote, that such Director is to be removed from the Board.

7.4.2 Subject to the other provisions of this clause 7.4 the Board shall have the power by a seventy-five percent (75%) majority of the votes cast by the Directors present at the applicable Board meeting to remove any Director from office:

- (a) who fails to act in concert with the objects of the Association, or the goals and resolutions of the Board;
- (b) whose conduct is determined to be improper, unbecoming or likely to discredit or endanger the interest or reputation of the Association; or
- (c) who willfully breaches these Bylaws, and Policies and Procedures of the Association.

7.4.3 No Director shall be removed from office without having been notified in writing of the applicable charge or complaint and without having been given the opportunity to be heard or to submit a statement in writing at the Special Board meeting called for that purpose. That Director may be accompanied by another person if the Director attends that meeting of the Board.

7.4.4 A Director whose removal from office has been recommended shall be notified of the proposed removal and the basis thereof at least ten days prior to the called meeting of the Board, and shall be automatically suspended from office until the resolution is dealt with at that meeting. That notice shall either be sent by single registered mail to the last known address of that Director shown in the records of the Association or delivered by two (2) Officers to that address.

7.4.5 The resolution as decided by the Board is final, subject to clause 5.4.1(c).

7.4.6 Any Director removed from office shall not be eligible to stand for election or appointment to the Board for a period of two years from the date of removal.

7.5 Officers of the Board

7.5.1 The Directors shall elect, by Majority Vote, the Officers, and the Board shall appoint, from amongst the members of the Board, whatever additional members of the Executive Committee may be required. The Board may appoint any vacant office as required to complete the term from amongst the members of the Board.

7.5.2 The Officers of the Association shall consist of the President, Vice-President, Secretary and Treasurer.

7.5.3 Subject to clause 6.4.3, no person may hold the same position as an Officer for more than two two-year terms in succession.

7.6 Duties of the Officers

7.6.1 The President shall:

- (a) be responsible for the general supervision of the Association;
- (b) chair all meetings of the Association, the Board and the Executive;
- (c) act as the official spokesperson for the Association, but may delegate such authority to the Vice-President or such other member of the Board as is reasonably appropriate in the particular circumstances;
- (d) be the principal signing authority on all correspondence of the Association, and a designated signing authority on all contracts, official documents and bank accounts of the Association;
- (e) with the Secretary, authenticate the official use of the seal of the Association;
- (f) be an ex-officio member of all committees of the Board;
- (g) be a member of the Executive and the Board; and
- (h) carry out other duties pertaining to such office, and such other duties as may be assigned by the Board.

7.6.2 The Vice-President shall:

- (a) assist the President generally in the performance of the President's duties;
- (b) assume the powers and duties of the President in either the temporary or permanent absence of the President, including serving as Chairperson at all meetings in the absence of the President;
- (c) be a member of the Executive and the Board;
- (d) be a designated signing authority on all contracts, official documents and bank accounts of the Association;
- (e) with the Secretary, authenticate the official use of the seal of the Association in the absence of the President or at the direction of the President;
- (f) chair a standing committee, or represent ad hoc committees at meetings of the Board or Executive, as appropriate in the circumstances; and
- (g) carry out such other duties as may be assigned by the Board.

7.6.3 The Secretary shall:

- (a) attend each General Meeting and each meeting of the Board and the Executive and ensure accurate minutes are kept of such meetings;
- (b) be in charge of all correspondence of the Association under the direction of the President and the Board;
- (c) file the annual return, the audited financial statements, any Special Resolutions, changes in the Directors, amendments to the Bylaws and other incorporating documents with the Corporate Registry or any other applicable regulatory body, as required by the Act, and other statutes or laws.
- (d) ensure that a record of names and addresses of all Members is kept by the Director responsible for Membership, and cause all notices of various meetings to be sent as required under these Bylaws;
- (e) ensure that all records of the Association, other than financial records, are properly maintained, including these Bylaws and the Policies and Procedures;
- (f) keep and ensure the security of the seal of the Association;
- (g) with the President or the Vice-President, as applicable, authenticate the use of the seal of the Association;
- (h) be a member of the Executive and the Board;
- (i) be a designated signing authority on all contracts, official documents and bank accounts of the Association; and
- (j) carry out such other duties as may be assigned by the Board.

7.6.4 The Treasurer shall:

- (a) collect all monies payable to the Association and ensure that all monies paid to the Association are deposited in a chartered bank, treasury branch, or trust company chosen by the Board within seven (7) days after receipt of those monies;
- (b) disburse the funds of the Association under the direction of the Board and in compliance with these Bylaws, and the Act;
- (c) be responsible for the care, custody, control and maintenance of the finances and financial records of the Association;

- (d) provide a monthly report of revenues, expenditures, investments, amounts due and owing to the Association for more than thirty days after the date that such amounts were due to be paid, and be able to advise the Board at any time of the financial position of the Association;
- (e) ensure that an audited financial statement for the preceding Fiscal Year is prepared by the appointed auditors and presented at the Annual General Meeting;
- (f) be a member of the Executive and the Board;
- (g) be a designated signing authority on all contracts, official documents and bank accounts of the Association;
- (h) chair any finance committee created as a standing committee by the Board; and
- (i) carry out such other duties as may be assigned by the Board.

7.7 Other Committees

7.7.1 The Board may appoint standing or ad hoc committees to assist the Board in its decisions, including such committees as an audit and finance committee, a human resources committee, an operating committee, a governance committee, a policy and procedures committee and a nominating committee.

7.7.2 The operating committee shall be a standing committee. It shall be responsible for the implementation of the annual Membership recruitment effort and maintenance of the register of Members.

7.7.3 Subject to clause 5.2 the Nominating Committee shall be a standing committee. It shall be responsible for the recruitment of appropriate candidates for presentation to the Membership for election.

7.7.4 The chairperson of any committee shall be a Director of the Board.

7.8 Disclosure of Conflicts of Interest of Directors and Officers

7.8.1 In the event that a Director or any officer or any member of their respective immediate families has any direct or indirect financial interest in any matter or is a party to a material contract or proposed material contract or has a material interest in any person, corporation, partnership or other organization or entity which is a party to a material contract or proposed material contract (a “Conflicted Matter”) before

the Board of Directors or any committee of the Board of Directors (other than a contract or transaction for indemnity or insurance under the Bylaws or other matter pertaining to the indemnity or protection of any person in their capacity as a Director or officer), that Director or officer (a "Conflicted Director or Officer") shall fully disclose the nature and extent of his or her interest by written notice or by verbal declaration at a meeting of the Board of Directors or of such committee and such declaration shall be recorded in the minutes of such meeting, and that Conflicted Director or Officer shall absent himself or herself from the meeting while such matter is under discussion and during any vote on such matter PROVIDED HOWEVER that:

- (a) such Conflicted Director or Officer may be permitted by the chair of the particular meeting to participate in some or all of the discussions pertaining to such matter (but not to vote or to remain in attendance during any vote on the matter) if and to the extent that such chair deems it in the interests of the Association that such Conflicted Director or Officer do so; and
- (b) a quorum shall be deemed to be present for the purposes of voting on the Conflicted Matter if, and only if, a majority of the Directors or committee (as applicable) who are not a Conflicted Director or Officer with respect to that Conflicted Matter are present at the time of such vote.

7.8.2 Notwithstanding any other provision in this section, no Conflicted Director or Officer shall seek to in any manner influence a decision made, or to be made by or on behalf of the Association (and whether by the Board of Directors or through the agency of any officer, agent, contractor or employee of the Association) in respect of any Conflicted Matter.

7.8.3 For the purposes of this Article 7.8:

(a) the term "Conflicted Matter" shall include potential, perceived or actual conflicts of interest where:

- (i) a potential conflict of interest occurs when a Director or officer has knowledge that the performance of a duty or function or exercise of power may result in a direct or indirect personal gain, including a gain for his or her private interest and/or a related person but has not yet performed that duty or function;
- (ii) a perceived conflict of interest occurs when there is a perception formed by a reasonable, informed third party that a conflict of interest exists; and
- (iii) an actual conflict of interest occurs when the Director or officer exercises a power or performs a function or duty with the knowledge that there may be a

personal gain, including a gain for his or her private interest and/or a related person.

(b) the term “related person” includes:

(i) a corporation or other entity or organization which a person directly or indirectly owns or controls;

(ii) an employee of such corporation or other entity or organization; and

(iii) an affiliate (as that term is defined in the *Business Corporations Act* (Alberta)).

7.8.4. The disclosure required by subsection 7.8.1. shall be made, in the case of a Director or Officer:

(a) at the meeting at which a proposed contract or transaction is first considered;

(b) if the Director or Officer was not interested in a proposed contract or transaction at the time of the meeting referred to in subsection 7.8.2(a), at the first meeting after the Director or Officer becomes so interested;

(c) if a person who is interested in a contract or transaction later becomes a Director, at the first meeting after the Director or Officer becomes a Director;

If a material contract or material transaction or proposed material contract or proposed material transaction is one that, in the ordinary course of the Association’s business, would not require approval by the Board or Members, a Director or Officer shall disclose in writing to the Association, or request to have entered in the minutes of a Board meeting, the nature and extent of the Director’s or Officer’s interest, as the case may be forthwith after the Director or Officer becomes aware of the contract or transaction or proposed contract transaction.

ARTICLE 8 – FINANCE AND OTHER MANAGEMENT MATTERS

8.1 Registered Office

8.1.1 The office of the Association shall be 201 West Chestermere Drive, Chestermere, Alta. T1X 1B2

8.2 Finance and Audit

- 8.2.1 The Officers designated under these Bylaws shall be the signing authorities on contracts, official documents and the Association's bank accounts. Two signatures of Officers are required on all contracts, official documents and cheques. However, any cheque payable to a Director or to a person with whom a Director is Legally Related shall not be signed by that Director.
- 8.2.2 Acceptance and approval of the budget by the Board is approval of any expenditure therein.
- 8.2.3 Subject to clause 8.2.5, approval by a simple majority of the Board is required for:
- a) any single expenditure not included in the approved budget that exceeds \$10,000.00, excluding payments for utilities, wages and payments to Canada Revenue Agency; and
 - b) any single expenditure included in the approved budget that is anticipated to be over expended by the greater of \$10,000.00 or 10% of the amount included in the approved budget for that expenditure.
- 8.2.4 Subject to clause 8.2.5 the Association may not make any single expenditure anticipated to exceed \$50,000.00, excluding payments for utilities, wages and payments to Canada Revenue Agency, without specific authorization through a Special Resolution.
- 8.2.5 Notwithstanding clauses 8.2.3 and 8.2.4, the Board may proceed with an expenditure for which approval is required under those clauses insofar as the expenditure is required in an emergency situation to protect the Facility, provided that such expenditure is then ratified as soon as is feasible under clause 8.2.3 or 8.2.4, as applicable.
- 8.2.6 The books and the accounts of the Association shall be kept in accordance with Generally Accepted Accounting Principles ("GAAP") and shall be audited annually within one hundred and twenty (120) days of the fiscal year end by a duly qualified accountant or by two (2) Voting Members appointed for that purpose at the Annual General Meeting, provided that there is no requirement that such a Voting Member be a duly qualified accountant. The Board will determine any such remuneration for such services in the discretion of the Board acting reasonably. However, any such auditor or Voting Member may not be:
- (a) a member Director;
 - (b) a Legally Related Person to a Director; or
 - (c) any person who is a business partner or employee of a Director.

8.2.7 The audit report contemplated in clause 8.2.6 shall provide a complete and proper statement of the standing of the books for the preceding Fiscal Year. It shall include:

- (a) a statement of whether the auditor has had access to the information required to prepare the audit report;
- (b) a statement of whether the balance sheet and income statement provide an appropriate representation of the financial affairs of the Association; and
- (c) a clear identification of any exceptions discovered during the conduct of the audit.

8.2.8 The Association may not borrow any funds without specific authorization through a Special Resolution.

8.3 Inspection of Records

8.3.1 Subject to any limitations on the disclosure of personal information under the *Alberta Personal Information Privacy Act (PIPA), 2003* the books and records of the Association may be inspected by any Voting Member at any time at the registered office of the Association on the basis set forth in this clause 8.3.

8.3.2 Any Voting Member wishing to inspect the books or records must give reasonable notice and arrange a time reasonably satisfactory to the President or Secretary.

8.3.3 All financial records of the Association are open for inspection by the Members.

8.3.4 Other records of the Association are open for inspection, except for records that the Board designates as confidential.

8.3.5 Each Director shall at all times have access to such books and records.

8.4 Corporate Seal

8.4.1 The Association shall obtain a Corporate Seal which shall be the responsibility of the Secretary and shall only be affixed to documents approved by the Association Board of Directors. Such documents shall carry the signature of the President and one other member of the Board Executive.

8.5 Minute Book

8.5.1 The Secretary or other Officer directed by the Board, shall maintain and have charge of the Minute Book of the Association and shall record or cause to be recorded in it the minutes of all proceedings of all General Meetings and meetings of the Board.

8.5.2 The Minute Book shall contain the following information:

- (a) a copy of the Certificate of Incorporation of the Association;
- (b) a copy of the Objects of the Association and any Special Resolution altering the Objects;
- (c) a copy of the Bylaws of the Association and any Special Resolution altering the Bylaws;
- (d) a copy of the Policies and Procedures;
- (e) a copy of the Rocky View County Lease Agreement and other formal agreements ;
- (f) a copy of originals of all documents, registers and resolutions required to be maintained or filed by the Act, other statute or law.
- (g) a copy of the audited financial statements for the preceding Fiscal Year; and
- (h) a copy of each other document directed by the Board to be inserted into the Minute Book.

8.6 Liability and Indemnification

8.6.1 Each Director of the Association shall be deemed to have assumed office on the express understanding, agreement and condition that each Director, former Director and any person acting as a designated representative of the Association (and the respective heirs, executors, administrators and estate of each such person) shall from time to time and at all times be indemnified and saved harmless by the Association from and against:

- (a) all costs, charges and expenses whatsoever which such person sustains or incurs in or about any action, suit or proceeding that is brought, commenced or prosecuted against that person for or in respect of any act, omission, decision or matter whatsoever in or about the performance of that person's duties; and
- (b) all other related costs, charges and expenses in respect to any such act, omission, decision or matter, including, without limitation, reasonable legal costs on a solicitor and its own client basis.

However, the indemnification granted in this clause shall not apply insofar as the act, omission, decision, matter or those costs, charges or expenses pertains or results from the fraud, dishonesty, or bad faith of that person. The Board shall acquire and maintain such insurance coverage as the Board reasonably regards as appropriate to enable the Association to fulfill the responsibilities set forth in this clause.

- 8.6.2 No Director shall be liable for the acts or omissions of any other Director or employee of the Association, or shall be responsible for any loss or damage due to bankruptcy, insolvency or wrongful act of any person, firm, or corporation dealing with the Association, and no Director shall be liable for any loss due to an oversight, error in judgment or an act or omission in that Director's role for the Association, unless and to the extent that the act or omission is due to fraud, dishonesty or bad faith.
- 8.6.3 Each Director may rely on the accuracy of any statement or report prepared by the auditor(s) of the Association. No Director may be held personally liable for any loss or damage as a result of relying in good faith on that statement or report.
- 8.6.4 No Member shall be liable in the Member's individual capacity for any debt or liability of the Association.

ARTICLE 9 – AMENDMENTS

- 9.1 These Bylaws shall not be rescinded, altered or added to except by Special Resolution passed at an Annual or Special General Meeting.
- 9.2 If there is any conflict between the Act and any part of these Bylaws, the provisions of the Act, as applicable, shall prevail and shall have the effect of amending these Bylaws to the extent necessary to remedy that conflict without any action on the part of the Association.
- 9.3 Any question of procedure not provided for in these Bylaws or the Act shall be decided upon by the Board of Directors.

ARTICLE 10 – RULES OF ORDER

- 10.1 Insofar as they are not consistent with these Bylaws or any special rules of Order of the Association Bylaws, parliamentary procedures respecting the management of meetings conducted under these Bylaws shall be governed by the then current edition of Roberts' Rules of Order – Newly Revised.

ARTICLE 11 – DISSOLUTION OF THE ASSOCIATION

- 11.1 The Association may not pay any dividends or distribute its property among its Members.
- 11.2. The Association shall be dissolved voluntarily if a Special Resolution to that effect is passed by the Association. For the purposes of this subsection only, the Special Resolution must be passed at a special meeting where at least 50 (fifty) Members of the Association are present in person.

- 11.3 At the time of dissolution funds held in the Gaming Account or Consolidated Gaming Account or assets purchased with gaming proceeds will be returned or distributed to another charitable organization with the approval of the Alberta Gaming and Liquor Commission Board.
- 11.4 In the event the Association is permanently dissolved, any and all assets remaining after paying all debts and discharging all liabilities of the Association shall be distributed to Rocky View County, a qualified donee within subsection 149.1(1) of the *Income Tax Act* (Canada). If, at the time of dissolution, Rocky View County is not then a qualified donee, the assets of the Association shall be distributed to such qualified donee as may be determined by the Board, or otherwise by the trustee of the Association, in consultation with Rocky View County.