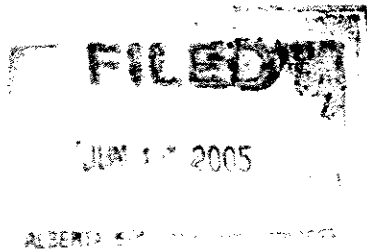




10000200000574600

Northern Alberta Co-operative Housing Association



RECEIVED

JUN 14 2005

ALBERTA GOVERNMENT SERVICES
CONSUMER SERVICES DIVISION

BYLAWS

**Dealing with the Governance, Administration and Management of
the Association**

April 16, 2005

Table of Contents

Clause 1	Definitions	5
Clause 2	Seal	6
Clause 3	Shares	7
Clause 4	Membership Certificate	7
Clause 5	Execution of Documents	7
Clause 6	Membership in the Association	7
	6.1 Classes of Membership	7
	6.2 Membership Register	8
	6.3 Application Process	9
	6.4 Appeal Procedure	9
	6.5 Dispute Resolution	9
Clause 7	Membership Dues	10
	7.1 Class "A" Membership Dues	10
	7.2 Class "B" Membership Dues	10
Clause 8	Transfer, Termination and Withdrawal of Membership	10
	8.1 Transfer of Membership	10
	8.2 Withdrawal from Membership	10
	8.3 Termination of Membership for Cause without Appeal	11
	8.4 Termination of Membership for Cause with Appeal	11
	8.5 Reinstatement of Membership	13
Clause 9	General Meetings of the Members	13
	9.1 Regular General Meetings	13
	9.2 Annual General Meeting	13
	9.3 Special General Meetings	13
	9.4 Notice	13
	9.6 Quorum	14
	9.7 Order of Business	14
	9.8 Rules of Order of Membership Meetings	15
Clause 10	Voting	15
	10.1 Each Member to Have One Vote	15
	10.2 Tie Vote	15
	10.3 Chair to Vote	15
	10.4 Voting by Ballot	15
	10.5 Notice of Motion	16

Clause 11	Board of Directors	16
	11.1 Composition of the Board and Terms of Office	16
	11.2 Eligibility for Election to the Board of Directors	16
	11.3 Nomination and Election of Board of Directors	17
	11.4 Vacancies	17
	11.5 Disqualification of Directors	18
	11.6 Officers	18
	11.7 Board Director Obligations	20
	11.8 Recall of Board Directors	20
Clause 12	Meetings of the Board of Directors	21
	12.1 Regular Meetings	21
	12.2 Special Board Meetings	22
	12.3 Quorum	22
	12.4 Resolutions in Writing	22
	12.5 Electronic Meetings	22
	12.6 Voting Procedures	22
	12.7 Rules of Order	22
	12.8 Irregularities	23
	12.9 Conflict of Interest	23
Clause 13	Education	23
	13.1 Education Reserve	23
	13.2 Education on privacy	23
Clause 14	Irregularities	23
Clause 15	Minutes	24
	15.1 Minute Book	24
	15.2 Approval of Minutes	24
	15.3 Prima Facie Evidence	24
Clause 16	Committees	24
Clause 17	Amendments to Bylaws	24
Clause 18	Fiscal Year	25
Clause 19	Books and Accounts	25
Clause 20	Annual Financial Statements	25
Clause 21	Appointment of Financial Reviewer	25
	20.1 When Appointed	25
	20.2 Eligibility	25
Clause 22	Inspection of Books	25

	22.1 Books Kept in Central Location	25
Clause 23	Reserves, Surplus and Deficit	26
	23.1 Reserve Funds	26
	23.2 Surplus or Deficit	26
Clause 24	Membership Levy	26
Clause 25	Borrowing	26
Clause 26	Budget Approval	26
Clause 27	Indemnifying Directors and Officers	26
Clause 28	Winding Up	27
Clause 29	Notices	27
	29.1 Notice in Writing	27
	29.2 Deemed to have been Given or Received	27
	29.3 Change of Address	28
Clause 30	Waiver of Breach	28

Clause 1 Definitions

1.1 Definitions

In the Bylaws of the Association, the following meanings shall apply:

- .1 "Act" means *the Associations Act* .S.A. 2001 Chapter c-28.1, as amended and any Act passed in substitution thereof;
- .2 "Association" means the Northern Alberta Co-operative Housing Association;
- .3 "Board" means the Board of Directors of the Association and "Directors" has the same meaning;
- .4 "Business Day" means a Day other than Saturday, Sunday or statutory holiday;
- .5 "Consent" means permission, in writing, for the Association to collect, use or disclose the personal information specified for an identified purpose. Consent may not be gained by deception.
- .6 "Cooperative Principles" means the cooperative principles as defined in the Act as it shall be amended from time to time and shall also include the cooperative principles adopted by the International Cooperative Alliance as they shall be amended from time to time.
- .7 "Day" means a clear day and a period of days shall be deemed to commence the day following the event that began the period and shall be deemed to terminate at midnight on the last day of the period, except that if the last day of the period falls on a day other than a Business Day, the period shall terminate at midnight on the day next following that is a Business Day;
- .8 "General Meeting" means any Regular, Annual, or Special Meeting of the Members;
- .9 "Good Standing" means:
 - a. not being in arrears with respect to any charges, dues or levies properly payable by a Member of the Association
 - b. having entered into an agreement with the Association for the repayment of such arrears;

- .11 "Housing Unit" means a self-contained housing unit
- .12 "Majority" means the number greater than half of any total.
- .13 "Member" means an organization or individual who has met the conditions of Membership set forth in these Bylaws and has been accepted as a Member by the Board;
- .10 "Membership Dues" means the annual fees paid by Members to the Association and dues shall have the same meaning;
- .11 "Personal Information" means the information, recorded or not, about an identifiable individual. The definition of personal information does not include business contact information;
- .12 "Policy" means a Policy of the Association created in accordance with the Bylaws and includes "Policies";
- .13 "Special Resolution" means a resolution that is submitted to a meeting of the Cooperative or a meeting of the Directors and passed at the meeting by at least 2/3 of the votes cast;
- .14 "Year" means calendar year unless the context otherwise requires.

1.2 The words "herein" and "hereof" when used in any article or part of the Bylaws relate to the entire Bylaws and not to that article or part only.

1.3 The headings of these Bylaws are for convenience of reference only and do not form any part of it and in no manner modify, interpret or construe the Bylaws between the parties.

Clause 2 Seal

2.1 No corporate seal

The Association will not have a corporate seal.

Clause 3 Shares

3.1 The Association will have neither Membership Shares nor Investment Shares.

Clause 4 Membership Certificate

4.1 Form of membership certificate

The form of the membership certificate is to be determined by the Board. Membership certificates are to be signed by the Chair or such other Director as the Board may from time to time by resolution determine.

Clause 5 Execution of Documents

5.1 Signatures for documents

Except for membership certificates, all documents to be executed by the Association shall be signed by the Chair and Treasurer or such other two Directors as the Board from time to time may by resolution determine. The Executive Director, by resolution of the board of Directors, may be given authority to sign on behalf of the Board.

Clause 6 Membership in the Association

6.1 Class of Membership, Membership Rights and Obligations

6.1.1 Class "A" Membership Rights and Obligations

Class "A" Members - any continuing housing cooperative that is also a member of CHF Canada. They shall:

- a. have full right to voice and vote at all meetings of the Association;
- b. have the right to vote for the Board of Directors;
- c. be able to serve on the Board of Directors;
- d. be able to access all member services, educational, consultative, and others as identified in the Articles of the Association;
- e. be able to participate in all value-added Member services, as may be offered from time to time;
- f. abide by the Articles & Bylaws of the Association;
- g. supply the Association with a list of their Board Members and key

personnel, including their contact information, and insure that the list(s) are kept current;

- h. supply the Association with an e-mail address, where possible, to facilitate ease of communication;
- i. pay annual dues and any other monies due to the Association in a timely manner.
- j. participate in the affairs of the Association by attending General Meetings of the Association and by otherwise contributing to the operation of the Association.

6.1.2 Class "B" Membership Rights and Obligations

Class "B" Members - any organization or individual that the NACHA Board of Directors accepts as a member, which does not meet the requirements to become a Class "A" Member. They shall:

- a. have full right to voice and vote at all meetings of the Association, except to vote for or serve on, the Board of Directors;
- b. be able to access all member services, educational, consultative, and others as identified in the Articles of the Association;
- c. be able to participate in all value-added Member services, as may be offered from time to time;
- d. abide by the Articles & Bylaws of the Association;
- e. supply the Association with a list of their Board Members and key personnel, including their contact information, and insure that the list(s) are kept current;
- h. supply the Association with an e-mail address, where possible, to facilitate ease of communication;
- i. pay annual dues and any other monies due to the Association in a timely manner;
- j. participate in the affairs of the Association by attending General Membership Meetings of the Association and by otherwise contributing to the operation of the Association.

6.2 Membership register

6.2.1 The Association shall keep a register of Members in which it shall enter the name

and contact information of the Member, the date the Membership started and ended.

6.3 Application Process

- 6.3.1 Upon completion of the application form an organization may be admitted to membership in the Association by a simple majority of those present at a duly constituted meeting of the Board of Directors.
- 6.3.2 All applicants shall be in general agreement with the objectives of the Association and the Cooperative Principles and shall agree to abide by the Articles of Incorporation, Bylaws and Policies of the Association as those shall read from time to time.
- 6.3.3 No Application may be accepted without the approval of the Board of Directors of the Association.
- 6.3.4 An approved applicant becomes a Member of the Association once they have:
 - a. complied with the requirements for membership set forth in Clause 6.1.1 or 6.1.2;
 - b. complied with such other terms and conditions as may from time to time be established by the Association

6.4 Appeal Procedure

- 6.4.1 If the Board of Directors should refuse an Application, it shall notify the applicant in writing of the rejection and that they have fifteen (15) days after the date of the issuance of the notification to appeal the decision. The appeal shall be in writing. Any such appeal shall be referred to the General Membership.

The quorum for a meeting to hear an appeal shall be fifty percent (50%) of the Members.

After hearing the appeal, the Members may by a Special Resolution of the Members present, set aside the decision of the Board.

6.5 Dispute Resolution

- 6.5.1 The Board (or a sub-committee of the Board) shall be responsible for dealing with disputes between the Association and a Member; provided the Board believes it is appropriate that it deal with the dispute. The Board has the authority to bring in outside mediators.
- 6.5.2 The Association shall put in place a policy that defines what disputes the Board is authorized to deal with.

- 6.5.3 The Association shall ensure that Board Directors can access training in problem solving and dispute resolution. Such training should be reasonable in terms of the task of the Directors and the financial situation of the Association.
- 6.5.4 Within 7 days of receipt of such a request in writing detailing the nature of the dispute, the Board shall meet to review the request.
- 6.5.5 The Board shall initiate whatever action it deems appropriate to reach an agreement in a dispute within a reasonable time frame. The parties to the dispute shall determine the reasonable time frame.
- 6.5.6 The Board shall, in writing, inform the parties involved in the dispute of its proposed actions to resolve the dispute.
- 6.5.7 The Board shall meet with the parties involved in the dispute to reach an agreement. If all parties are in agreement, an outside mediator shall be brought in, the costs of which will be shared proportionately by the parties to the dispute.

Clause 7 Membership Dues

7.1 Dues for Class "A" Members

Dues for Class "A" Members shall be calculated on a per Housing Unit/per month basis. Dues will be paid annually in advance, upon the receipt of the dues invoice. The dues rate for the next year will be approved by the Members at the Association's AGM. Class "A" Members identified as being student co-ops, will be charged dues according to the current CHF Canada dues structure.

7.1 Dues for Class "B" Members

Dues for Class "B" Members shall be a flat fee. Dues will be paid annually in advance, upon the receipt of the dues invoice. The dues rate for the next year will be approved by the Members at the Association's AGM

Clause 8 Transfer, Termination and Withdrawal of Membership

8.1 Transfer of Membership

Membership in the Association is not transferable.

8.2 Withdrawal from Membership

- 8.2.1 Any Member may withdraw from the Association following passage of a motion to withdraw by the General Membership (or other policymaking body). Such

withdrawal will take effect upon written notice being received by the NACHA Board of Directors.

- 8.2.2 If a Class "A" Member withdraws from NACHA, NACHA will inform CHF Canada; and per the terms of our Joint Sector Membership Agreement, this will result in immediate loss of all programs supported by CHF Canada and NACHA. Such as CHIP and commercial co-op insurance, as well as Memberguard and Autoguard Insurance programs.

8.3 Termination of Membership for Cause without Appeal

- 8.3.1 The Association shall not terminate the Membership of a Member except for cause, as set out in the Act.
- 8.3.2 A resolution to terminate the membership on the grounds set out in 8.3.3 must be supported by a Special Resolution of the Directors present at a meeting of the Directors called for the purpose of considering the resolution.
- 8.3.3 The Board of Directors need give only thirty (30) days notice in writing to a Member before a meeting to consider their termination of membership if the Member failed to pay money due to the Association.
- 8.3.4 The notice to the Member must include:
- a. the resolution to be considered at the meeting;
 - b. a statement of the grounds for termination of the membership;
 - c. the date, time and place of the Directors meeting to consider the resolution;
 - d. a statement that there is no right of appeal of the Member from a resolution passed by the Board of Directors; and
 - e. the effective date of the termination.
- 8.3.5 A Member may appear in person or by agent or counsel to make submissions at the meeting referred to in 8.3.4.

8.4 Termination of Membership for Cause with Appeal

- 8.4.1 The Association shall not terminate the Membership of a Member except for cause, as set out in the Act.
- 8.4.2 A resolution to terminate the membership on the grounds set out in 8.4.3 requires a Special Resolution of the Directors at a meeting of the Directors called for the purpose of considering the resolution.

- 8.4.3 The Board of Directors must give at least thirty (30) days notice in writing to a Member before a meeting to consider their termination of membership if in the opinion of the Directors,
- a. the Member has either breached a condition of an agreement between the Member and the Association
 - b. the Member has, on more than one occasion, contravened the bylaws of the Association and the contraventions have continued to occur after written notice of the contraventions has been given to the Member by the Association.
- 8.4.4 Once the Board of Directors has given the Member notice, it cannot withdraw the notice.
- 8.4.5 The notice to the Member must include:
- a. the resolution to be considered at the meeting;
 - b. a statement of the grounds for termination of the membership;
 - c. the date, time and place of the Directors meeting to consider the resolution;
 - d. a statement that there is a right of appeal to the General Membership from a resolution passed by the Board of Directors; and
 - e. the effective date of the termination.
- 8.4.6 A Member may appear in person or by agent or counsel to make submissions at the meeting referred to in 8.4.5.
- 8.4.7 The Association must give written notice to the Member whose membership has been terminated within seven (7) days of the resolution being passed.
- 8.4.8 A Member whose membership is terminated by a resolution of the Directors may appeal the decision by filing a notice of appeal with the Association within fourteen (14) days of the receipt of the notice given under section 8.4.7.
- 8.4.9 The appeal must be heard at a General Membership meeting called within forty five (45) days.
- 8.4.10 The quorum for a meeting to hear an appeal shall be a majority of the Members. If quorum cannot be reached, the appeal shall be deferred to the next general meeting.
- 8.4.11 After hearing the appeal, the Members may, by Special Resolution, reverse the

decision of Board.

8.5 Reinstatement of Membership

Membership may be reinstated upon resolution of the issues that led to the termination.

Clause 9 General Meetings of the Members

9.1 Regular General Meetings

9.1.1 A General Meeting of the Members of the Association may be called by a majority of the Board of Directors.

9.2 Annual General Meeting

The Annual General Meeting of the Association shall be held within one hundred and eighty (180) days of the fiscal year end at such hour and place as may be determined by the Board of Directors.

9.2.1 Notice of proposed monthly fees change shall be included with the notice of the meeting.

9.3 Special General Meetings

9.3.1 Where the Board of Directors determines by a seventy five percent (75%) majority vote of those Directors in attendance at a duly called Board of Directors meeting, that a meeting of the membership of the Association is required to deal with a specific item upon shorter notice than is required for a Regular General Meeting, then the Board may call a Special General Meeting.

9.3.2 The Board of Directors must call a Special General Meeting of the Association whenever requested in writing to do so by twenty-five percent (25%) or more of the Members. Any such written request must state clearly the nature of the business to be transacted at such meeting.

9.3.3 If upon such request the Board of Directors does not within fourteen (14) days proceed to call a Special General Meeting of the Association, the Members making the request or any other Members of the required number may themselves call a meeting of which notice shall be given in accordance with Clause 9.5.

9.4 Notice

9.4.1 At least thirty (30) days notice of every Annual General Meeting and Regular General Meeting, at least fourteen (14) days notice of a Special General Meeting shall be given to each Member, which notice shall state the hour, date, place, and the

nature of the business of the meeting.

- 9.4.2 The agenda may be amended by the Members prior to its approval by resolution. Once approved, only items listed on the approved agenda may be considered unless the agenda is amended by a two thirds (2/3) majority of the Members present.

9.5 Quorum

- 9.5.1 The quorum for the Annual General Meeting or any General Meeting, shall be such number of members as would represent thirty percent (30%) of the Members present in person, unless otherwise stipulated.
- 9.5.2 If within one hour after the time appointed for the meeting of members a quorum is not present,
- a. the meeting, if called by members, shall be dissolved, and
 - b. if not so called, the meeting stands adjourned until the same day, time and place in the following week.
- 9.5.3 If within one hour of the time appointed for the adjourned meeting referred to in Clause 9.5.2(b) a quorum is not present, the chairperson may call for a resolution to the effect that those present at that time constitute a quorum and be empowered to transact the business to be brought before the meeting.
- 9.5.4 If the resolution referred to in Clause 9.5.3 is passed by a majority vote of members present and recorded in minutes, the meeting shall then proceed and those members present constitute a quorum.
- 9.5.5 If a quorum is present at the opening of the meeting, the persons who are present and entitled to vote may proceed with the business of the meeting, even though a quorum is not present throughout the meeting.
- 9.5.6 Irregularities in the notice of any meeting or the accidental omission to give a notice, or the non-receipt of a notice by any member or members shall not invalidate any resolution passed or any of the proceeding taken at a meeting and shall not prevent the holding of such meeting.

9.6 Order of business

- 9.6.1 The business for the Annual General Meeting shall include:

Call to order

Adoption of Agenda

Adoption of minutes from the previous Annual General Meeting

Financial Report

Appointment of Financial Reviewer for the coming year

Change in Dues structure for the next fiscal year

Report of the Board of Directors & committees

Disposition of Surplus/Deficit

Nominations and election of Board of Directors

Adjournment

- 9.6.2 At all other meetings of the Association, the agenda shall be that approved at the meeting.

9.7 Rules of order of membership meetings

- 9.7.1 Business at all membership meetings shall be conducted according to the rules of order adopted by resolution of the Members.

Clause 10 Voting

10.1 Each Member to have one vote

Each Class "A" or Class "B" Member shall have only one (1) vote on questions that may come before any meeting of the Members of the Association, and this vote must be cast by a registered delegate, or a registered alternate if the delegate is not available.

10.2 Tie vote

If a vote is tied the motion shall be declared defeated.

10.3 Chair to vote

The Chair shall have the right to vote on any question, but may only cast one vote which shall be cast at such time as the other votes are cast.

10.4 Voting by ballot

- 10.4.1 Should any Member wish a vote by ballot, that Member shall so indicate to the Chair.

- 10.4.2 Members at a General Meeting may decide that any resolution before it is to be put to a vote by ballot that is to be held outside of the meeting, using either a paper or

electronic ballot. Any General Meeting that agrees to a vote by ballot must also create a committee to administer the vote and must decide or refer to the committee to decide: [Reg. 39]

- a. the date of the vote;
- b. the place or places of the ballot box;
- c. the time or times that voting shall be allowed;
- d. the form and provision of the ballot;
- e. the time and method of counting of the ballots;
- f. any other questions relevant to the vote by ballot.

10.5 Notice of motion

Unless the Members at a General Meeting decide otherwise, no resolution, motion or proposal shall be voted upon unless a notice of motion was provided to the Members along with the notice for the meeting.

Clause 11 Board of Directors

11.1 Composition of the Board and terms of office

11.1.1 The Board of Directors shall consist of not less than five (5) or more than seven (7) directors.

11.1.2 At the 2005 Annual General Meeting the majority of Directors elected shall be for a term of two (2) years and the minority or the lesser, shall be for a term of one year. At subsequent Annual General Meetings all elected terms will be for two (2) years.

11.1.3 At each Annual General Meeting, the membership shall elect a number of Directors to fill the positions of those whose terms have expired.

11.2 Eligibility for election to the Board of Directors

11.2.1 A member of any Class "A" Member must be in Good Standing to be eligible for election to the Board of Directors.

11.2.2 Except as hereinafter provided, any member of any Class "A" Member shall be eligible to be elected or re-elected as a Director of the Association.

11.2.3 Except with the approval of Members at a General Meeting, no member of the

Board of Directors can be party to a contract for profit with the Association.

11.2.4 Except with the approval of Members at a General Meeting, no Board of Director can be an employee of the Association.

11.2.5 Directors may serve for a maximum of two (2) consecutive terms. Directors who have stepped down after having served for two consecutive terms may stand for election to the Board at the next Annual General Meeting following the Annual General Meeting at which their term expired.

11.2.6 There shall be no more than two (2) Directors from any Member cooperative serving on the Board at the same time.

11.2.7 No spouses/partners shall serve on the Board at the same time.

11.3 Nomination and election of Board of Directors

11.3.1 The following provisions shall apply to the nomination and election of the Board of Directors:

- a. Nomination of members for the Board of Directors may be made by any Member present at a General Membership Meeting.
- b. Any nominee must signify their acceptance of the nomination either by voice or in writing.
- c. The election of members to the Board of Directors shall be by ballot.
- d. Three (3) scrutineers, who are not nominees, shall be appointed by the Members for the purpose of collecting and counting the ballots, and declaring the results of the election for the Board of Directors.
- e. In case of a tie between or among nominees, their names shall be submitted to a second (2nd) ballot.
- f. Should the number of nominees after the nominations are declared closed, be equal to or less than the number of Director's positions open, the Chair shall declare the nominees to have been elected by acclamation and shall call for a motion to ratify the acclamation.

11.4 Vacancies

11.4.1 In the event of a vacancy occurring on the Board of Directors, the Board may appoint an eligible Member to fill the vacancy until the next General Membership Meeting when, if the term of the original Director has not expired, the Members shall elect a Director to hold office for the remainder of that term.

11.4.2 If the office of the Chair becomes vacant, the Directors may appoint the Vice-Chair

or any other Director to be the Chair. The resulting vacancy shall be filled in accordance with Clause 11.4.1.

11.5 Disqualification of Directors

11.5.1 The office of any Director shall be automatically vacated for the following reasons if:

- a. the Director ceases to be a member of a Member cooperative in the Association;
- b. by notice to the Association in writing, the Director resigns the office;
- c. the Director becomes bankrupt under the Bankruptcy Act (Canada);
- d. the Director is subject to a certificate of incapacity issued under the Dependent Adults Act;
- e. the Director is convicted of an indictable offence.

11.5.2 The Board of Directors may by Special Resolution cause the office of any Director to be vacated for the following reasons:

- a. If the Director is absent from three (3) consecutive regular meetings of the Board of Directors, unless the Director has provided a reason for the absence that is acceptable to the other Directors.
- b. If the Director ceases to be a member in Good Standing in their own cooperative.
- c. If the Director refuses to execute the Ethical Conduct and Confidentiality Agreements.
- d. If the Director refuses to attend Board of Director education courses.
- e. If the Director fails to carry out their obligations under the Ethical Conduct and Confidentiality Agreements.

11.6 Officers

11.6.1 The principal officers of the Association shall be the Chair, Vice-Chair, Secretary and Treasurer who shall be elected from amongst the Directors, by the Directors, at the first meeting of the Board of Directors following the Annual General Meeting.

11.6.2 Duties of the Chair

- a. The Chair shall, unless some other member is appointed by the meeting to do so, preside over all meetings of the Association and shall preside over meetings of the Directors.
- b. The Chair is ex officio a member of all committees of the Association.
- c. The Chair shall, with the Secretary or the Treasurer or the Vice-Chair,

sign, execute, and deliver all agreements, leases and other legal documents which the directors may order executed and shall sign all membership certificates that are approved by the directors.

- d. The Chair shall, together with the Secretary, Treasurer, or Vice-Chair countersign all cheques, notes, and other financial documents on behalf of the Association.
- e. The Chair shall submit to the Annual General Meeting of the Association the Board of Directors' annual report of the affairs of the Association.

11.6.3 Duties of the Vice-Chair

- a. Where the Chair is absent or unable to act, the Vice-Chair shall discharge the duties of the Chair.
- b. The duties of the Vice-Chair shall be determined by resolution of the Board of Directors.

11.6.4 Duties of the Secretary

- a. The Secretary shall attend all meetings of the Association and the Board of Directors and keep correct minutes of such meetings.
- b. The Secretary may with the Chair, sign, execute, and deliver all agreements, leases, cheques and other legal documents which the directors may order executed and shall sign all membership certificates that are approved by the directors.
- c. The Secretary shall conduct the correspondence of the Association and shall have charge of all records, books, papers and documents save for the financial records and books.
- d. Give proper notice of Board of Director and General Membership Meetings of the Association.

11.6.5 Duties of the Treasurer

- a. The Treasurer shall receive and deposit in whatever credit union, chartered Bank, treasury branch, or other place of safekeeping that the Board of Directors may designate, all monies paid to the Association, and shall issue receipts therefore.
- b. The Treasurer may, with the Chair or any other person appointed for the purpose, sign, execute, and deliver all agreements, leases, cheques, and other legal documents which the directors may order executed and

sign all membership certificates that are approved by the directors.

- c. The Treasurer may be responsible for the keeping of a proper set of books, showing accurately the dealings of the association, and shall present a full and detailed account of the receipts and disbursements to the Board of Directors whenever requested by them, and may prepare for submission to the annual general meeting of the Association, a complete statement of its financial position.
- d. Prepare operating budgets for presentation at a General Meeting called for that purpose.
- d. Other duties of the Treasurer shall be determined by resolution of the Board of Directors.

11.6.6 Delegation of the Duties of the Officers of the Association

The duties of the Chair, Vice-Chair, Secretary or Treasurer may be modified or altered in keeping with the allotment of such duties and may be assigned to a manager or other officers or committees of the Association by the Board of Directors.

11.7 Board Director Obligations

- 11.7.1 At the first meeting of the Board of Directors after the Annual General Meeting, all Directors shall execute an Ethical Conduct and Confidentiality Agreement, as approved by the Members at a General Meeting.
- 11.7.2 All Board Directors have an obligation to inform themselves with regard to the management and operations of the Association and as such shall attend at least one Board education course each year provided to the Association.
- 11.7.3 The Board shall provide the Directors with such information so as to allow them to meet their obligations under this section.

11.8 Recall of Directors

- 11.8.1 At least thirty percent (30%) of the Members may propose in writing the recall of a member of the Board of Directors. The proposal shall set forth the reasons for recall, shall be addressed to the Board and shall request that the Board call a Special General Meeting for the purpose of discussing the recall. Each recall shall be decided by a vote of the Membership with at least seventy percent (70%) of the Members proposing recall present. In the event that less than seventy percent (70%) of the Members proposing recall are not in attendance at the meeting the recall proposal shall be deemed invalid. There will be a Chair acceptable to the parties to the dispute

present, to preside over the recall meeting.

- 11.8.2 The director whose recall is demanded may, within seven (7) days of the notice, circulate his/her position in writing to each Class "A" member of the Association.
- 11.8.3 The members present at the meeting to discuss recall shall, by majority vote, choose a chairperson from among those Members present.
- 11.8.4 The recall shall be read by a representative of those members supporting recall, and he/she shall be given a specified time as determined by the chairperson, to read the proposal for recall and to speak in his favor. The director who is being recalled shall be given an equal period of time to respond to the recall. The chair will then specify the time period that members can debate the issues.
 - a. Voting shall be by secret ballot.
 - b. Three members selected by the assembly shall act as scrutineers.
 - c. A Special Resolution of those present is required to remove a director, provided always that those voting for recall represent at least forty percent (40%) of the total membership of the Association.
 - d. The ballots shall, subsequent to acceptance of the vote results, be destroyed.

Clause 12 Meetings of the Board of Directors

12.1 Regular meetings

Regular meetings of the Board of Directors shall be held at least once every month or more often should the Board of Directors so decide:

- a. at such time and place, at the head office of the Association or elsewhere within the Province of Alberta, as the Board may decide
- b. at least seven (7) days notice will be given of the meeting
- c. if the Board makes no such resolution, the Chair may designate a time and place and shall give seven (7) days notice to the Directors of the Board.
- d. The time, place and date of the Board Meeting shall be made public.

12.1.1 Closed (in Camera) Meetings

The Board may by resolution decide that a meeting or any part thereof shall be closed to the general membership; otherwise any Member may attend as an observer.

The Board may only close meetings or portions thereof from the general

membership that deal with confidential information relating to a specific Member or employee in accordance with the Ethical Conduct and Confidentiality Agreement.

12.2 Special Board meetings

Special meetings of the Board may be called by the Chair or by any three Directors, and it shall thereupon be the duty of the Secretary to cause notice of such meeting to be given to each Director at least three (3) days before the meeting. Such notice shall clearly state the nature of the business to be transacted at the meeting.

12.3 Quorum

The quorum for all meetings of the Board of Directors shall be a Majority of the Directors and if such number is not a whole number, then the next highest whole number.

12.4 Resolutions in writing

A resolution in writing, signed by all Directors without their meeting together, shall be valid and effectual as if it had been passed at a meeting of the Directors duly called and constituted.

12.5 Electronic meetings

The Directors may attend a meeting of Directors by means of a telephonic, electronic or other communications facility that permits all persons participating in the meeting to communicate adequately with each other during the meeting.

12.6 Voting procedures

12.6.1 Questions called at any meeting of the Directors shall be decided by a Majority vote of those present, except for those matters that must be decided by Special Resolution.

12.6.2 The Chair or other presiding officer shall have the right to vote on any question, but may only cast one vote which shall be cast at such time as the other votes are cast.

12.6.3 Directors may request that their vote be recorded.

12.6.4 If a vote is tied the motion shall be declared defeated.

12.7 Rules of Order

12.7.1 Business at a meeting of the Board of Directors of the Association shall be conducted according to the rules of order adopted for General Members Meetings.

12.8 Irregularities

12.8.1 All acts done by any meeting of the Board of Directors, or by any person acting as Director, or by a resolution in writing of the Directors, shall be valid and subsisting notwithstanding that it may subsequently be discovered that there was some defect in the appointment of any Director or person acting as a Director, or that they or any of them were not qualified to be Directors.

12.8.2 If notice is generally received, irregularities in the notice of any meeting or the accidental omission to give a notice to, or the non-receipt of a notice by any Director shall not invalidate any resolution passed or any of the proceedings taken at any meeting of the Board of Directors.

12.9 Conflict of interest

A Director shall not vote in respect to any contract or arrangement in which that Member or that Member's spouse, brothers, sisters, parents, or children stand to benefit financially either directly or indirectly. If a Director is aware of a conflict of interest as stated above or of any other conflict of interest, they shall declare such to the Board.

Clause 13 Education

13.1 Education on Privacy

The Association shall ensure that its staff, Board of Directors, Committees and Members are informed of its bylaws, policies and the procedures that relate to the Personal Information Protection Act. Each year the Association shall develop an education plan designed to inform its staff, Board of Directors, Committees and Members about its privacy bylaws, policies and procedures.

13.2 Board Education

The Association shall, in each year's budget, allocate a sum for Director/Board education. The Board shall, at the first board meeting after the AGM, assess the need for training (board basic, advanced board, board planning, dispute resolution, etc.), and arrange for the appropriate courses, as the budgeted funds allow.

Clause 14 Irregularities

14.1 Notice of meeting

Irregularities in the notice of any meeting or in the giving thereof or the accidental omission

to give notice of any meeting or the non-receipt of any notice by any Member shall, if notice is generally received, not invalidate any resolution passed or proceedings taken at any meeting nor shall it prevent the holding of such meeting.

Clause 15 Minutes

15.1 Minute book

The Directors shall cause Minutes to be entered in books provided for the purpose of:

- a. all appointments of Officers;
- b. all names of all Directors present at each meeting of the Directors;
- c. all resolutions and proceedings of General Membership Meetings and meetings of the Board.

15.2 Approval of minutes

All minutes of all meetings of the Association shall be approved at a subsequent meeting.

15.3 Prima facie evidence

Any Minutes of the Association if signed by the Chair or Secretary of that meeting or the Chair or Secretary of the next succeeding meeting shall be receivable as prima facie evidence of the matters stated in such Minutes.

Clause 16 Committees

16.1 Establishing Committees

The Members may, at any General Membership Meeting, establish any standing or ad hoc committees that it deems necessary to carry out the objects of the Association, and the Members may, by resolution, set out the duties and functions of such committees.

All such committees shall be accountable to the Members through the Board of Directors.

Clause 17 Amendments to Bylaws

17.1 Rules for amending bylaws

These Bylaws of the Association may be amended by a Special Resolution of those present at a duly constituted General Meeting of the Association, called for the purpose, of which fourteen (14) days notice has been given. A notice for a meeting to amend the Bylaws must

contain a copy of the proposed Bylaw amendments.

Clause 18 Financial Year

18.1 Choosing the fiscal year

The financial year of the Association shall begin on January 1st and end on December 31st.

Clause 19 Books and Accounts

19.1 How books must be kept

Books and accounts of the Association shall be kept in accordance with a uniform system of accounts. If no other person is authorized to do so by resolution of the Board of Directors, or if the person so authorized is unable to do so, the books and accounts of the Association shall be kept under the direction of the Treasurer.

Clause 20 Annual Financial Statements

20.1 At the closing of each financial year, the books and records of the Association shall be reviewed by a chartered accountant or other acceptable person. Based upon such report, the Association shall furnish its members with an annual financial statement including the income and disbursements of the Association as well as an analysis of its financial position.

Clause 21 Appointment of Financial Reviewer

21.1 When appointed

At each Annual General Meeting, an individual or firm shall be appointed by the Members to produce the annual financial statement for the following year.

21.2 Eligibility

No person holding office in the Association is eligible to be appointed for this purpose.

Clause 22 Inspection of Books

22.1 Financial reports, as are required to be provided to the membership, and membership records of the Association shall be available at the principal office of the Association for

inspection at reasonable times by any Member within the parameters set out in the Associations PIPA policy.

Clause 23 Reserves, Surplus and Deficit

- 23.1** The Directors shall create such reserve funds for depreciation, bad debts, or future expenses as good business practice shall dictate.
- 23.2** If any surplus or deficit should arise from the operation of the Association in any fiscal year, that fact shall be brought before a general meeting as soon as practical and dealt with in accordance with the directions given by a resolution of the Members at that meeting.
- 23.3** Surplus earnings remaining in the hands of the association at the end of any fiscal year shall be used for the purpose of promoting its objects.

Clause 24 Membership Levy

- 24.1** At an annual or Special General Meeting of the Association called for the purpose, the members by a Special Resolution, may levy an assessment on the membership of the Association which assessment shall be payable at such time and in such amount as may be approved by a Special Resolution of the Members present at the meeting.

Clause 25 Borrowing

- 25.1** The Association may from time to time by a resolution approved by a Special Resolution of the Members present at an Annual, General, or Special meeting; borrow money on the credit of the Association.

Clause 26 Approval of the Operating Budget

26.1 Board to present operating budget

The Board shall prepare and present to the General Membership at a meeting called for that purpose an operating budget to govern the operation of the Association.

Clause 27 Indemnifying Directors and Officers

- 27.1** The Association shall indemnify each Director and Officer and each former Director and Officer and their heirs and legal representatives against all costs, charges and expenses,

including an amount paid to settle an action or satisfy a judgement, reasonably incurred by any such Director in respect to any civil, criminal or administrative action or proceeding to which he or she is made a party by reason of being or having been a Director or Officer of the Association provided that:

- a. he or she acted honestly and in good faith with a view to the best interests of the Association; and
- b. in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty he or she had reasonable grounds for believing that his or her conduct was lawful.

27.2 Nothing in this Bylaw limits the right of any person entitled to indemnity to claim indemnity apart from the provisions of this Bylaw.

Clause 28 Winding Up

28.1 Motion for wind up

A motion to wind up the Association shall only be effective if passed by ninety (90%) of all Members of the Association.

Clause 29 Notices

29.1 Notice in writing

Any notice required or permitted to be given under the Bylaws, shall be in writing and may be given by personal delivery, by mailing it, or sending it by telegram, e-mail communication or other similar form of communication to the Member at the postal address for that Member.

29.2 Deemed to have been given or received

Any notice as aforesaid, shall be deemed to have been given or received on the Day that it is personally delivered and if not a business date, then on the Day next following the Day of delivery and if mailed, be deemed to have been given and received on the third (3rd) day (excluding Saturdays, Sundays and statutory holidays and periods during which strikes, lock-outs and slowdowns or other occurrences interfere with normal mail service) following the Day on which it was so mailed and if sent by fax, telecommunication or other similar form of communication, be deemed to have been given and received on the second (2nd) Day following the Day it was sent.

29.3 Change of Address

Either the Association or any Member may at any time give notice in writing to the other of any change of address of the party giving such notice and from and after the giving of such notice, the address therein specified shall be deemed to be the address of such party for the giving of notices under this Bylaw.

Clause 30 Waiver of Breach

The failure of either the Association or a Member at any time to require the performance of the other of any of the provisions in this Bylaw shall in no way affect the respective rights of the Association or a Member to enforce the same nor shall the waiver by either of any breach of any provisions hereof be construed to be a waiver of any succeeding breach or as a waiver or modification of the provisions of the bylaws itself.

John Reynolds
John Enison
Michelle Kitchner
Carthage
[Signature]
witness

FILED
JUN 14 2005
ALBERTA CO-OPERATIVE HOUSING ASSOCIATION