

**GRANDIN GREEN STRATA TITLE HOUSING CO-OPERATIVE LTD.**

**BYLAW NUMBER ONE**

**A BYLAW DEALING**

**WITH THE**

**ADMINISTRATION AND MANAGEMENT AFFAIRS**

**OF THE COOPERATIVE**

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**ARTICLE 1 - DEFINITIONS**

1.1 In Bylaw Number One of the Cooperative the following meanings shall apply:

1.1.1 "Act" means The Cooperatives Act S.A. 2001 Chapter c-28.1, as amended and any Act passed in substitution therefore;

1.1.2 "Board" means the Board of Directors of the Cooperative and "Directors" has the same meaning;

1.1.3 "Class A Membership Share" is a membership share issued to a member as a condition of membership

1.1.4 "Class B Preferred Share" is a membership share issued to a member for the purpose of raising capital for the Cooperative.

1.1.5 "Consent" means permission, in writing, for the Cooperative to collect, use or disclose the personal information specified for an identified purpose. Consent may not be gained by deception or coercion.

1.1.6 "Cooperative" means Grandin Green Strata Title Housing Co-operative Ltd.;

1.1.7 i) 'Day' means an interval of 24 continuous hours.

ii) A 'Business Day' is defined as a day that begins at midnight local time and is other than Saturday, Sunday and commonly recognized statutory holidays and holidays declared by the City of Edmonton.

iii) A 'Day' for the purpose of reserving the Guest Suite is a day that begins at noon local time.

iv) A 'Day' for the purpose of reserving the Green Room is a part of a day that begins at eight (8:00) am and ends at midnight local time.

1.1.8 "Discrimination" means any act or omission on race, religious beliefs, colour, gender, physical disability, mental disability, marital status, age, ancestry, place of origin, family status, source of income, occupation, sexual orientation or political belief when that act or omission results in rejection or termination of membership.

1.1.9 "General Meeting" means any Regular, Annual or Emergency Meeting of the members.

1.1.10 "Good Standing" with respect to any Member means:

- i. the Member is not in arrears with respect to any charges, dues or levies properly payable by that Member; and
- ii has not been in such arrears more than two (2) times within the last consecutive twelve month period nor for longer than 31 days in each instance; and
- iii has not missed three (3) consecutive general Meetings; and
- iv is not the subject of a substantiated complaint with regard to the Member's behaviour (including compliance with Articles of Incorporation, Bylaws, Policies or related procedures) before the Board.

1.1.11 "Member" means a person who has been accepted as a Member by the Cooperative and includes "Shareholder", "Joint Member", and "Joint Shareholder."

1.1.12 "Member File" means the collection of personal information the Cooperative has on a Member and may include the membership application, subsidy applications, financial information including arrears and promissory notes, complaints about the member and opinions. This information may be physically distributed in more than one file and includes personal information stored on computer and other information relevant to the administration of the member's file.

1.1.13 "Personal Information" means any information, recorded or not, about an identifiable individual. The definition of personal information does not include business contact information.

- 1.1.14 "Policy" means a Policy of the Cooperative created in accordance with the Bylaws and includes "Policies" and includes any associated procedures.
- 1.1.15 "Share Capital Account" means an account established for each member for all classes of shares issued by the Cooperative to its Members.
- 1.1.16 "Share Subscription Agreement" means an agreement between the Cooperative and the Member by which the Member subscribes for Shares in the capital stock of the Cooperative.
- 1.1.17 "Suite" means a lot created by the registration of strata space plan #002 4925 and includes the word "home".
- 1.1.18 "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 them and in no manner modify, interpret or construe the Bylaws.

## **ARTICLE 2 - OBJECTIVES**

- 2.1 The primary objectives of the Cooperative are as set out in its Articles of Incorporation.

## **ARTICLE 3 - SEAL**

- 3.1 The Cooperative shall have a corporate seal, in a design to be determined by the Board of Directors. Except as otherwise provided in these Bylaws, the seal shall be authenticated by the signatures of any two (2) of the following directors, President, Secretary or Treasurer, or by such other persons as the Board of Directors may by resolution determine.

## **ARTICLE 4 - EXECUTION OF DOCUMENTS**

- 4.1 The form of the Share certificate is to be determined by the Board. Share certificates are to be signed and sealed by the President or such other Director as the Board may from time to time by resolution determine.

- 4.2 Except for Share certificates, all documents to be executed by the Cooperative shall be signed by the President and Treasurer or such two Directors as the Board from time to time may by resolution determine.

## **ARTICLE 5 - CAPITAL STOCK**

### **5.1 PURCHASE OF SHARES**

- 5.1.1 Membership in the Cooperative will be based on Class A Membership Shares which shall be unlimited in number with a nominal par value of two thousand dollars (\$2,000.00) each.
- 5.1.2 Members are also required to purchase a number of Class B Preferred Shares with a nominal par value of One (\$1.00) dollar each. The number of Class B Preferred Shares to be purchased by each Member is dependent upon the size of the member's suite.

### **5.2 CERTIFICATES**

- 5.2.1 Class A Membership Shares shall be deemed to be a certificate of membership. Share Certificates are to be labeled as Class A shares or Class B shares and are to be numbered and issued in consecutive order under the valid seal of the Cooperative.

### **5.3 SHARE REGISTER**

- 5.3.1 The Cooperative shall keep appropriate books of record in which shall be entered the name of the person owning the share represented by each certificate and the date of issue. All certificates cancelled or exchanged and returned to the Cooperative shall be marked "Cancelled", with the date of the cancellation and shall be filed among the corporate records of the Cooperative.

### **5.4 LOST CERTIFICATES**

- 5.4.1 In case a share certificate is lost, destroyed, or mutilated, a new certificate may be issued therefore upon such terms and indemnity to the Cooperative as the Board of Directors shall prescribe.

### **5.5 REPURCHASE OF SHARES**

- 5.5.1 The owner of Class A Membership Shares or Class B Preferred Shares in the Cooperative shall dispose of those shares only to the Cooperative and at the par value of those shares less any amounts owing to the Cooperative.

- 5.5.2 Any Member who sells, transfers or otherwise disposes of all or any part of a title to a Suite to anyone who has not been accepted for membership by the Cooperative , despite the provisions of Article 5.5.1 of this Bylaw Number One, shall not be entitled to payment of any money owing to him or her from the Cooperative for sale of his or her Class A or Class B shares to the Cooperative and the Cooperative shall retain such payment until title to the Suite belongs to a Member of the Cooperative .

## **ARTICLE 6 - LIEN**

- 6.1 The Cooperative shall have a lien on the Class A Membership Shares and the Class B Preferred Shares of a Member, on any Member loan or any amount standing to the credit of a Member or that Member's legal representative for a debt of that Member due to the Cooperative and the Cooperative may set off a sum credited to that Member in or towards payment of the debt.

## **ARTICLE 7 - MEMBERSHIP**

### **7.1 APPLICATION PROCESS**

- 7.1.1 Any person, who wishes to become a member of the Cooperative must be 18 years old or older, must apply in writing and must complete the Share Subscription Agreement (attached as Form A and forming part of these Bylaws) and shall deliver to the Cooperative such Share Subscription Agreement and other information as might be required by the Cooperative. The Share Subscription Agreement together with such other information as this Article 7 requires and any other information required by the Cooperative shall be called the Application.
- 7.1.2 The Board may accept or reject the Application. Subject to laws of general application as to discrimination, the Cooperative may refuse membership, notwithstanding that the applicant holds title to a Suite, if, in the opinion of the Cooperative:
- .1 the applicant does not intend to reside in the Suite;
  - .2 the applicant will not agree to abide by the Articles of Incorporation, Bylaws and Policies of the Cooperative;
  - .3 the presence of the applicant would be detrimental to the well-being of other Members of the Cooperative.
- 7.1.3 All applicants must be in general agreement with the objects of the Cooperative and must agree to abide by the Articles of Incorporation, Bylaws and Policies of the Cooperative as those shall read from time to time.
- 7.1.4 A person becomes an approved applicant of the Cooperative upon the acceptance of the executed Share Subscription Agreement by the Board of Directors of the Cooperative.

- 7.1.5 An approved applicant becomes a member of the Cooperative once that person has:
- .1 complied with the requirements for membership set forth in the Articles of Incorporation;
  - .2 purchased such number of Class A Membership Shares in the Cooperative, either individually or jointly, as required by 5.1.1 herein.
  - .3 complied with such other terms and conditions, as may from time to time be established by the Cooperative in Bylaws and Policies.

## 7.2 **JOINT MEMBERSHIP**

- 7.2.1 Where there is more than one (1) person registered as a shareholder in respect of any shares any one (1) of such persons may vote at any meeting as if they were solely entitled thereto, and if more than one (1) such persons be present at any meeting, unless otherwise agreed to by the persons, the one whose name stands before the other or others in the books of the Cooperative shall alone be entitled to vote in respect thereof.
- 7.2.2 Unless all the individuals indicate a different intention, where a Share of the Cooperative is held jointly, it is deemed to be held as a Joint Tenancy. Indications to the contrary must be made in writing by all appearing as Joint Shareholders and must be delivered to the Secretary of the Cooperative who shall so record it in the Share Register and file the intention with the corporate records.
- 7.2.3 Joint Shareholders are jointly and severally liable for all assessments, levies, dues, fees, payments and other charges imposed or payable with respect to Membership in the Cooperative and all Joint Members must sign the Share Subscription Agreement.
- 7.2.4 An application to withdraw from joint membership in the Cooperative must be signed by all persons comprising the Joint Membership. Upon acceptance of the notice to withdraw, the Cooperative may issue a new membership to persons who previously comprised a joint membership, without those persons having to be approved again as members.
- 7.2.5 If one or more of the joint members should die the remaining joint members shall retain the membership subject to the conditions of membership.
- 7.2.6 If all joint members should die at the same time membership cannot be transferred to any other party until that party has met all the conditions of membership.

### **7.3 RIGHTS AND OBLIGATIONS OF MEMBERS**

- 7.3.1 Members must be in general agreement with all Objectives of the Cooperative and must abide by the Articles of Incorporation, Bylaws, Policies, and decisions, and other agreements between the member and the Cooperative. Members must participate in the affairs of the Cooperative by attending General Meetings of the Cooperative and by otherwise contributing to the operation of the Cooperative. Members must pay when due any fees, charges, or levies approved by the Cooperative in order to develop, maintain and operate the Cooperative.
- 7.3.2 The Board may establish reasonable financial penalties of general application for any breach of the Bylaws, Policies and other agreements with the Cooperative.

### **7.4 AUXILIARY MEMBERS**

- 7.4.1 There shall be no Auxiliary Members of the Cooperative.

### **7.5 DISPUTE RESOLUTION**

- 7.5.1 A 'dispute' for purposes of this section shall mean a disagreement regarding adherence to the bylaws and policies that have been adopted by the Grandin Green Cooperative and, more generally, behaviour by one member that is considered by one or more other Member(s) to be detrimental to the comfort and security of other Members.
- 7.5.2 Should a dispute arise between one Member and another Member, the Members shall first try to resolve it themselves. Should the Members fail to resolve the dispute themselves, they may separately inform the Board of Directors of the nature of the dispute and request that the Board, or a subset of the Board, mediate. The Board may, but need not, choose to mediate.
- 7.5.3 Should a dispute arise between a Member and the Cooperative, the Member and the Board of the Cooperative shall first try to resolve it themselves. The Board of the Cooperative may appoint a mediator from outside the Cooperative to assist in resolving the dispute. All parties to the mediation must agree to the selected mediator before the mediation proceedings begin. The distribution of the costs of the mediation shall be determined as part of the mediation.
- 7.5.4 The ultimate goal of dispute mediation shall be to ensure the comfort and security of all Members.

- 7.5.5 A dispute that has not otherwise been resolved, shall, with the consent of all parties, be settled by binding arbitration. All parties to the arbitration must agree to the selected arbitrator before the arbitration proceedings begin. The distribution of the costs of the arbitration shall be determined as part of the arbitration.

## **7.6 RESTORATION OF GOOD STANDING**

- 7.6.1 A Member who is not in good standing can restore her or himself to good standing by complying with those of the following requirements as are necessary, depending on the reason for which the Member is not in Good Standing:

- .1 discharging by payment to the Cooperative any arrears with respect to any charges, dues or levies properly payable by the Member or
- .2 by not being in arrears more than 2 times within the last consecutive twelve month period nor for longer than 31 days in each instance, or
- .3 by attending three (3) General Meetings and the Member is restored to Good Standing at the beginning of the third such meeting or
- .4 by resolving any outstanding complaints, with regard to the Member's behaviour ( including compliance with Articles of Incorporation, Bylaws, Policies or related procedures)that were before the Board.

## **ARTICLE 8 - TRANSFER, TERMINATION AND WITHDRAWAL OF MEMBERSHIP**

### **8.1 TRANSFER**

- 8.1.1 Membership in the Cooperative is not transferable.

### **8.2 WITHDRAWAL FROM MEMBERSHIP**

- 8.2.1 No Member may withdraw from membership while holding title to a Suite.
- 8.2.2 Subject to 8.2.1, unless otherwise determined by a resolution of the Board of Directors, any Member who desires to sell a Suite and then to withdraw from a membership, must provide notice of such intention to the Cooperative through the Property Manager and a Director. Such notice shall be provided at least ten (10) Business Days before the Member starts any activities associated with selling the Suite.
- 8.2.3 Subject to the provisions of the Act, the Cooperative shall purchase, at par value from the withdrawing Member, the Class A Membership shares and the Class B Preferred shares held by that Member in accordance with Article 5.



- 8.2.4 Subject to the provisions of the Act, the Cooperative shall repay any member loan together with any accrued interest to the withdrawing Member within one (1) year of the date of withdrawal.
- 8.2.5 The value of the Member's interest in the Cooperative shall be the total of all Class A membership and Class B Preferred shares, all member loans together with any interest earned on the loans minus any outstanding amount owed by the Member to the Cooperative.

### **8.3 TERMINATION OF MEMBERSHIP FOR CAUSE**

- 8.3.1 The Cooperative must not terminate membership of any member except, when in the opinion of the Board, there has been a sustained or repeated breach of the Share Subscription Agreement, the Articles of Incorporation, the Bylaws or the Policies or any agreements between the Member and the Cooperative. Such expulsion shall require the approval of at least 75% of those Members present at a duly called meeting at which a quorum is present. The Cooperative must not discriminate in the termination of the membership of any Member.
- 8.3.2 Unless a person's membership is by virtue of being a joint shareholder together with another Member who owns title to a Suite, Membership in the Cooperative is terminated where a Member does not hold title to a Suite.
- 8.3.3 Subject to the provisions of the Act, the Cooperative shall purchase at par value from the Member, the Class A membership shares of the Cooperative held by the Member in accordance with Article 5, Clause 5.5.
- 8.3.4 Subject to the provisions of the Act, the Cooperative shall repay any member loan together with any accrued interest to the Member within one (1) year of the date of termination.
- 8.3.5 The value of the Member's interest in the Cooperative shall be the total of all Class A Membership and Class B Preferred Shares, all member loans together with any interest earned on the loans, minus any outstanding amount owed by the Member to the Cooperative.

## **ARTICLE 9 - GENERAL MEETINGS OF THE MEMBERS**

### **9.1 REGULAR GENERAL MEETINGS**

- 9.1.1 The Board of Directors may call a General Meeting of the Members of the Cooperative at any time. Any four (4) or more Directors, acting together, also have the power to call a meeting of the Cooperative at any time.

- 9.1.2 The Board of Directors must call a meeting of the general membership whenever requested in writing to do so by twenty percent (20%) or more of the Members. Any such written request must state clearly the nature of the business to be transacted at such meeting.
- 9.1.3 If the Board of Directors does not call a General Meeting within fourteen (14) days of receipt of such a notice, 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 Article 9.4.

## **9.2 ANNUAL GENERAL MEETING**

- 9.2.1 The Annual General Meeting of the Cooperative shall be held within one hundred and twenty (120) days of the fiscal year end at such hour and place as may be determined by the Board of Directors.

## **9.3 EMERGENCY GENERAL MEETINGS**

- 9.3.1 Where the Board of Directors determines by at least a seventy five percent (75%) majority vote of those Directors in attendance at a duly constituted Board of Directors meeting that a meeting of the membership of the Cooperative is required upon shorter notice than required for a Regular General Meeting, then the Board may call an Emergency General Meeting.
- 9.3.2 The Board of Directors must call an Emergency General Meeting of the Cooperative whenever requested in writing to do so by forty percent (40%) 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 the Board of Directors does not call an Emergency General Meeting within forty eight (48) hours of receipt of such a notice, 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 Article 9.4

## **9.4 NOTICE**

- 9.4.1 At least fourteen (14) days notice of every Annual General Meeting and General Meetings at which the annual budget and monthly coop fees are to be considered, and at least ten (10) days notice of every Regular General Meeting and at least one (1) day notice of an Emergency General Meeting shall be given to each Member, which notice shall state the hour, date, place, and agenda 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.

- 9.4.3 Notice of meetings shall be delivered to Members by placing the notice in the open numbered boxes in the mailroom. A notice of a meeting may also be sent by email to any Member who has registered an email address with the Property Manager.

## 9.5 **QUORUM**

- 9.5.1 The quorum for any General Meeting shall be at least forty percent (40%) of the Members except for meetings at which a termination of membership resolution is being considered. Members may be present in person or by means of a technology that permits all persons participating in the meeting to communicate adequately with each other during the meeting. The absent Member(s) shall be responsible for providing the technology and paying all associated costs and, if required, for providing a person in the meeting to perform any activities required by the technology.
- 9.5.2 The quorum for any General Meeting at which a termination of membership resolution is being considered shall be at least seventy percent (70%) of the Members.
- 9.5.3 At all General Meetings, other than meetings called for termination of membership, if no quorum exists within 30 minutes of the time set for the commencement of the meeting no business may be transacted except that those Members who are present may:
- 9.5.3.1 pass a resolution authorizing the Board of Directors to make decisions with regards to specific issues on the agenda;
  - 9.5.3.2 vote on resolutions put to the meeting which vote shall be recorded and serve as guidance to the Board in its deliberations regarding the resolutions;
  - 9.5.3.2 set the hour, date, place and agenda of the next General Meeting which notice shall be delivered in accordance with the notice requirements set out in 9.4 herein and which shall comply with the same notice requirements as were set for the meeting for which no quorum was present.

## 9.6 **ORDER OF BUSINESS**

- 9.6.1 The agenda for the Annual General Meeting shall include, but not be limited to:

- Call to order
- Adoption of Agenda
- Adoption of minutes from the previous Annual General Meeting
- Report of the Board of Directors
- Financial Report
- Appointment of Auditor for the coming year
- Nominations and election of Board of Directors
- New Business
- Adjournment

9.6.2 At all other meetings of the Cooperative, 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 current edition of Roberts Rules of Order unless otherwise defined by the Bylaws or a majority of Members present at a membership meeting.

## **ARTICLE 10 - DECISION MAKING**

### **10.1 VOTING GENERAL**

10.1.1 Only Members in Good Standing shall have the right to:

10.1.1.1 participate in voting at Membership Meetings or in any ballot voting.

10.1.1.2 present or second motions, resolutions or amendments to motions or resolutions for consideration

10.1.2 Regardless of the number of Shares held, each Member or Joint Members shall have only one (1) vote (that is one vote per Suite) on any question that may come before any meeting of the Members of the Cooperative. This vote must be cast by the Member, either in person or by ballot; or in the case of a member present by means of a technology that permits all persons participating in the meeting to communicate adequately with each other during the meeting, by means of technology acceptable to the Cooperative that allows the vote to be cast; or

in the case of a ballot vote by a member present by means of a technology that permits all persons participating in the meeting to communicate adequately with each other during the meeting, by advising the Chair of the Member's voting choice as set out in Article 10.2.5 (e)

10.1.3 Subject to clause 7.2.1, a Member in Good Standing, who acts as Chair is entitled to vote on any question, but may only cast one vote which shall be cast at such time as the other votes are cast.

10.1.4 When a vote on any motion or resolution results in a tied vote the motion or resolution shall be considered defeated.

10.1.5 Votes by proxy are not allowed.

### **10.2 VOTING BY BALLOT**

10.2.1 When a vote is called on a resolution, any Member wishing a vote by ballot, shall identify him/herself to the Chair and request a "motion to Ballot". A motion to Ballot must be seconded, is not debatable, and is carried or lost by a simple majority of the Members present.

- 10.2.2 The Member wishing a Ballot vote shall indicate whether the ballot vote is to be held inside or outside the meeting.
- 10.2.3 Before the Chair allows the question of vote by ballot to be decided by the meeting, the Chair shall ensure that:
- a. No Member present wishes to amend the Resolution that is being considered by the membership [not the ballot vote motion]. Should any Member wish to amend the Resolution, he or she shall do so and the Members are to vote on the amendment at that meeting.
  - b. The Resolution has been debated by the Members present at the meeting so that both supporters and opponents of the Resolution have had a fair chance to present their cases.
- 10.2.4 Any General Meeting that agrees to a vote by ballot, outside the meeting, must also create a committee to administer the vote and must decide or refer to the committee to decide:
- 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. procedures for ensuring anonymity of voters
  - g. any other questions relevant to the vote by ballot.
- 10.2.5 When a General Meeting agrees to a Ballot vote inside the meeting then:
- a) ballots shall be issued to each Member present who wishes to vote
  - b) Members shall indicate either Yes or No on the ballot (neither Member names nor suite numbers shall be on the ballot)
  - c) ballots shall be collected and counted jointly by two of the Members present chosen by the Chair
  - d) the number of ballots with Yes and with No shall be announced to the meeting by the Chair
  - e) Members present by means of a technology that permits all persons participating in the meeting to communicate adequately with each other during the meeting shall indicate their voting choice to the Chair who shall complete a ballot on their behalf.

### **10.3 PROPOSALS AND NOTICES OF MOTION**

10.3.1 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.

10.3.2 Members shall submit all proposed resolutions, motions or proposals to the Board for review at least seven (7) Business days prior to start of the applicable meeting notice period.

10.3.3 The Board shall review all proposed resolutions, motions or proposals in order to agree to the wording before they are placed on a General Meeting agenda.

10.3.3.1 In the event the Board and the Member cannot agree on the wording the Member shall be entitled to submit her/his own chosen wording for the proposed resolution, motion or proposal

### **ARTICLE 11 FURTHER RECONSIDERATION OF ISSUES, MOTIONS OR RESOLUTIONS**

11.1 The subject of a resolution, motion or issue that has been accepted or rejected at a General Meeting may not be included on the agenda of another General Meeting until at least twelve (12) months have passed since the General Meeting at which the resolution, motion or issue was accepted or rejected

11.2 The subject of a resolution, motion or issue that has been accepted twice or rejected twice at separate General Meetings shall not be accepted for further consideration at another General Meeting until five (5) years have passed since the General Meeting at which the resolution, motion or issue was accepted or rejected for the second time unless such resolution, motion or issue is accepted for reconsideration by 75% of those present at a duly constituted General Meeting.

### **ARTICLE 12 - IRREGULARITIES**

12.1 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.

### **ARTICLE 13 - BOARD OF DIRECTORS**

#### **13.1 COMPOSITION OF THE BOARD AND TERMS OF OFFICE**

13.1.1 The Board of Directors shall have the number of members defined in the Articles of Incorporation.

13.1.2 Directors shall be elected for a term of three (3) years or until their successors are duly elected.

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

13.1.4 A Director may resign at any time without a successor being in place.

## **13.2 ELIGIBILITY FOR ELECTION TO THE BOARD OF DIRECTORS**

13.2.1 All Members in Good Standing shall be eligible for election to the Board of Directors.

13.2.2 Except with the approval of a General Meeting, no member of the Board of Directors can be party to a contract for profit with the Cooperative.

13.2.3 Except with the approval of a General Meeting, no member of the Board of Directors can become an employee of the Cooperative.

13.2.4 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.

13.2.5 There shall be no more than one (1) Director from any Suite.

## **13.3 NOMINATION AND ELECTION OF BOARD OF DIRECTORS**

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

- .1 Nomination of members for the Board of Directors may be made by any Member present at an Annual General Meeting.
- .2 Nominees must signify their acceptance of their nomination either by voice or in writing.
- .3 The election of Members to the Board of Directors shall be by secret ballot, subject to clause 13.3.1.6.
- .4 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.
- .5 In case of a tie between or among nominees, their names shall be submitted to a second (2nd) ballot.

- .6 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.

#### **13.4 VACANCIES**

- 13.4.1 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.

#### **13.5 DISQUALIFICATION OF DIRECTORS**

- 13.5.1 The office of Director, President, Vice-President, Secretary or Treasurer shall be automatically vacated for the following reasons if:

- 13.5.1.1 the Officer ceases to be a member of the Cooperative;
- 13.5.1.2 by notice to the Cooperative in writing, the Officer resigns the office;
- 13.5.1.4 the Officer is subject to a certificate of incapacity issued under the Dependent Adults Act;
- 13.5.1.5 the Officer is convicted of an indictable offense for which the Member is liable to imprisonment for a term of not less than two years.

- 13.5.2 The Board of Directors may by resolution, passed by at least 75% of those present, cause the office of Director, President, Vice-President, Secretary, or Treasurer to be vacated for the following reasons:

- 13.5.2.1 If the Officer is absent from three (3) consecutive regular meetings of the Board of Directors, unless the Officer has provided a reason for the absence that is acceptable to the other Directors.
- 13.5.2.2 If the Officer ceases to be a Member in Good Standing.

#### **13.6 OFFICERS**

- 13.6.1 The principal officers of the Cooperative shall be the President, Vice-President, 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. Members sharing the position of Director cannot be elected as principal officers.



## **ARTICLE 14 - RECALL**

- 14.1 Any Director may be recalled from office as a Director or from a Committee of Directors by a resolution passed by at least seventy five percent (75 %) of those present and voting at a General Meeting called for the purpose or at any Annual General Meeting where a notice of motion of recall has been given in accordance with the requirements for calling that meeting. At the next General Meeting an election to fill the unexpired term of the Director who has been removed may be held.

## **ARTICLE 15 - MEMBERSHIP EDUCATION**

- 15.1 The Directors shall keep the Members informed of the business of the Cooperative, encourage the Members' interest in the Cooperative, and with the objective of developing and fostering the overall development of a co-operative community the membership may, subject to approval by resolution of the General Membership, establish an Education Reserve which shall be used exclusively for the purpose of financing the following:
- 15.1.1 sending Members to courses, workshops, meetings or any other sessions or events relating to the various aspects of cooperative activity, including on going management and operation;
  - 15.1.2 maintaining membership, subject to approval by resolution of the General Membership, through the payment of dues or fees, in organization(s) which provide courses and/or services used by the Cooperative;
  - 15.1.3 engaging management and education consultants.
- 15.2 15.2 The Education Reserve may be funded on an annual basis as a result of being included in the budget.
- 15.3 The Cooperative shall ensure that its staff, Board of Directors, committees and general Members are informed of its Bylaws, Policies and the procedures that relate to the Personal Information Protection Act.

## **ARTICLE 16 - MEETINGS OF THE BOARD OF DIRECTORS**

### **16.1 REGULAR MEETINGS**

16.1.1 Regular meetings of the Board of Directors shall be held at least once every three (3) months or more often should the Board of Directors so decide, at such time and place, at the head office of the Cooperative or elsewhere within the Province of Alberta, as the Board may decide and upon seven (7) days notice to members of the Board. If the Board makes no such resolution, the President may designate a time and place and shall give seven (7) days notice to the members of the Board. The time, place and date of the Board Meeting shall be made public. The Board may by resolution decide that a meeting shall be closed to the general membership; otherwise any Member may attend as observer.

### **16.2 SPECIAL BOARD MEETINGS**

16.2.1 Special meetings of the Board may be called by the President 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 twenty-four (24) hours before the meeting. Such notice shall clearly state the nature of the business to be transacted at the meeting.

### **16.3 EMERGENCY MEETINGS**

16.3.1 Any meeting of the Directors may be convened upon a shorter notice or without notice if the consent of at least 50% of the Directors of the Cooperative is given, and such consent shall be deemed to have been sufficiently given if the signatures of at least 50% of the Directors of the Cooperative are affixed to the Minutes of the meeting.

### **16.4 QUORUM**

16.4.1 The quorum for all meetings of the Board of Directors shall be a majority of the Directors.

16.4.2 A Director may attend a meeting of the Board of Directors by means of a telephone, electronic or other communication facility that permits all persons participating in the meeting to communicate adequately with each other during the meeting.

16.4.3 The absent Director(s) shall be responsible for providing the technology and paying all associated costs and, if required, for providing a person in the meeting to perform any activities required by the technology.

### **16.5 RESOLUTIONS IN WRITING**

16.5.1 A resolution in writing, signed by all of the 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.

## **16.6 VOTING PROCEDURES**

16.6.1 Questions arising at any meeting of the Directors will be decided by majority vote.

16.6.2 The President 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.

16.6.3 In the case of a tie the motion will be declared lost

16.6.4 Directors may request that their vote be recorded.

16.6.5 In the event that a report is presented to the general membership which does not represent the views of all of the Board Members, a minority report may be submitted along with the main report and recorded as such.

## **16.7 RULES OF ORDER**

16.7.1 Business at a meeting of the Board of Directors of the Cooperative shall be conducted according to the current edition of Roberts Rules of Order unless otherwise defined by the Bylaws or a majority of Members present at a membership meeting.

## **16.8 IRREGULARITIES**

16.8.1 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.

16.8.2 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.

## **16.9 CONTRACTUAL AGREEMENTS**

16.9.1 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, the Director shall declare such to the Board.

## **ARTICLE 17 - MINUTES**

17.1 The Directors shall cause Minutes of General and Board Meetings to be entered in books provided for the purpose of recording all:

17.1.1 appointments of Officers;

17.1.2 names of all Directors present at each meeting of the Directors;

17.1.3 resolutions and proceedings of General Meetings and Meetings of the Board.

17.2 Any Minutes of a General or a Board Meetings, if signed by the Chair and Minute taker of the meeting following approval of the minutes by the membership or the Board at a subsequent meeting , shall be receivable as prima facie evidence of the matters stated at the meeting.

## **ARTICLE 18 - COMMITTEES**

### **18.1 ESTABLISHING COMMITTEES**

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

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

18.1.3 All such committees shall be accountable to the general membership through the Board of Directors.

18.1.4 Committee representation to the Board shall be through a Director designated by the Board.

## **ARTICLE 19 - AMENDMENTS TO BYLAWS**

19.1 This Bylaw Number One of the Cooperative may be amended by a resolution passed by at least a seventy five (75%) percent of those present at a duly constituted General Meeting of the Cooperative, 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.

## **ARTICLE 20 - FISCAL YEAR**

20.1 The fiscal year of the Cooperative shall be the calendar year.

## **ARTICLE 21 - BOOKS AND ACCOUNTS**

21.1 Books and accounts of the Cooperative shall be kept under the direction of the Treasurer and in accordance with legal requirements and generally accepted accounting principles.

## **ARTICLE 22 - APPOINTMENT OF AUDITOR**

22.1 At each Annual General Meeting, an Auditor shall be appointed by the Members.

22.2 No person holding office in the Cooperative is eligible to be appointed Auditor of the Cooperative.

## **ARTICLE 23 - AUDITING**

23.1 At the end of each fiscal year, the books and records of the Cooperative shall be audited by the auditor of the Cooperative. Based upon such report, the Cooperative shall furnish its Members with an annual financial statement including the income and disbursements of the Cooperative

## **ARTICLE 24 - INSPECTION OF BOOKS**

24.1 The Cooperative shall maintain its financial and other records at a central and convenient place for inspection, on reasonable notice, by any Member.

## **ARTICLE 25 - RESERVES, SURPLUS AND DEFICIT**

25.1 The Directors shall create such reserve funds for depreciation, bad debts, or future expenses as good business practice shall dictate, including a Capital Replacement Reserve as detailed in Bylaw Number Two.

25.2 If any surplus or deficit should arise from the operation of the Cooperative in any fiscal year, that fact shall be brought before a General Meeting as soon as practicable, but no more than six (6) months after the fiscal year end, and dealt with in accordance with the directions given by a resolution of the Members at that meeting.

## **ARTICLE 26 - BORROWING**

26.1 The Cooperative may from time to time by resolution approved by at least seventy-five (75%) of the Members present at a General Meeting:

26.1.1 borrow money on the credit of the Cooperative;'

26.1.2 issue, sell, or pledge securities of the Cooperative;

26.1.3 charge, mortgage or pledge all or any of the real or personal property of the Cooperative , including bank debts, rights, powers, and undertake to secure any sureties or money borrowed, or other debt or any other obligation or liability of the Cooperative.

## **ARTICLE 27 - BONDING**

27.1 Any officer or employee of the Cooperative who has charge of or handles money or securities belonging to the Cooperative shall be bonded with a security company selected by the Cooperative for such amount as the Cooperative may determine. In determining the amount of bond the Cooperative shall consider the amount of money or security handled by the officer or employee.

## **ARTICLE 28 - DIRECTORS LIABILITY INSURANCE**

- 28.1 The Cooperative shall use its best efforts to 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 judgment, 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 Cooperative provided that:
- 28.1.1 he or she acted honestly and in good faith with a view to the best interests of the Cooperative; and
- 28.1.2 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.
- 28.2 Nothing in this Bylaw limits the right of any person entitled to indemnity to claim indemnity apart from the provisions of this Bylaw.

## **ARTICLE 29 - WINDING UP**

- 29.1 A motion to wind up the Cooperative shall only be effective if passed unanimously by all members of the Cooperative.

## **ARTICLE 30 - NOTICES**

- 30.1 Any notice required or permitted to be given under the Bylaws, shall be in writing and may be given by personal delivery to the Member or by leaving the notice with any person found in the Suite of that Member or by mailing it or by placing it in the open numbered boxes in the mailing room or sending it by telegram or other similar form of communication to the Cooperative at its registered office or to the Member at the postal address for that Member's Suite.
- 30.2 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 Day, then on the next Business Day following the day of delivery. If mailed the notice is deemed to have been given and received on the tenth (10th) 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 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.
- 30.3 Either the Cooperative 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.

## **ARTICLE 31 - PERSONAL INFORMATION PROTECTION ACT**

### **31.1 GENERAL REQUIREMENTS**

- 31.1.1 The Cooperative may collect, use & disclose Personal Information about individuals with whom it does business, including Members, when five conditions have been met:
- .1 the information is required to carry out the business of the Cooperative
  - .2 the information is needed for an identified purpose
  - .3 that purpose has been explained to the individual
  - .4 the individual has given Consent to the collection, use or disclosure of the information
  - .5 the individual understands that Consent may be withdrawn at anytime and understands the consequences of that withdrawal of Consent.
- 31.1.2 The Cooperative may make Consent a requirement only if denial or withdrawal of Consent would prevent the Cooperative from carrying out the purpose for which consent is required.



- 31.1.3 The Cooperative shall adopt a system for recording, for each Member File:
- .1 each use of Personal Information within the Cooperative
  - .2 each disclosure of Personal Information to those outside the Cooperative
  - .3 the date of each use or disclosure, by or to whom the information was used/disclosed and the reason for the use/disclosure

## 31.2 **STORAGE & RETENTION OF INFORMATION**

- 31.2.1 The Cooperative shall adopt reasonable safeguards wherever Personal Information is stored to prevent unauthorized use. These safeguards shall include physical, technological and administrative means and shall apply to data on-site, off-site, that held by outside contractors and during travel.
- 31.2.2 Access to Personal Information will be restricted to those individuals who provided the information, the Privacy Officer, if necessary, and the persons who need the information for the purpose for which it was gathered.
- 31.2.3 The Cooperative shall keep Personal Information only for as long as needed to achieve the purpose for which it was collected. The Cooperative shall also retain information for the purpose and period specified in its legal obligations.

## 31.3 **ACCESS TO INFORMATION**

- 31.3.1 Individuals may apply to have access to their own Personal Information in the custody or under the control of the Cooperative. The applicant may ask for a copy of the record or to examine the record.
- 31.3.2 The request shall be in writing and must contain enough information so that the Cooperative can find the information with a reasonable effort. The applicant is not required to state the reason for the request.
- 31.3.3 The Cooperative shall respond within 45 days (or may apply to the provincial Privacy Commissioner in extraordinary circumstances as defined in the PIP Act).
- 31.3.4 The Cooperative shall provide access to an individual's Member File and other Personal Information the Cooperative has in its custody or under its control, except
- .1 when the information is protected by legal privilege
  - .2 when disclosure would give away confidential business information
  - .3 when the information was collected for an investigation or legal proceeding
  - .4 when disclosure might result in that type of information no longer being supplied
  - .5 when a mediator or arbitrator collected the information.
  - .6 when the information could reasonably be expected to jeopardize the life or security of another individual
  - .7 when the information would show Personal Information about another individual
  - .8 when the information would identify the person who gave an opinion about the individual.

31.3.5 The Cooperative shall remove materials listed in 31.3.4 from the Member File and show only the remaining materials.

31.3.6 The Cooperative shall tell the Member

- .1 if it has a record
- .2 if it is giving access to all or part of the record
- .3 where, when and how access will be given
- .4 the reasons for refusing and the section(s) of the Act that allow or require you to refuse access
- .5 the name of the Cooperative's PIP Officer
- .6 that they may ask the provincial Privacy Commissioner to review the Cooperative's decision to refuse access.

31.3.7 The Cooperative may charge a reasonable fee to cover out-of-pocket expenses but not a handling or administrative fee.

#### **31.4 CORRECTION OF INFORMATION**

31.4.1 An individual may make a request to the Cooperative to correct Personal Information that the Cooperative has collected. The request shall be in writing.

31.4.2 The Cooperative shall make a determination whether it should correct the information. If it decides to correct it, it shall do so as soon as possible. If the Cooperative makes a determination not to make the correction, it must annotate the information with the correction that was requested but not made.

31.4.3 The Cooperative shall not change or correct an opinion.

31.4.4 The Cooperative shall also send the corrected information to all organizations to which it disclosed the wrong information.

31.4.5 The Cooperative shall correct an individual's Personal Information when it receives notice of correction from another organization, subject to confirmation by the individual  
Should you not check first?

31.4.6 The Cooperative shall not charge a fee for correction of Personal Information.

#### **31.5 DESTRUCTION OF INFORMATION**

31.5.1 The Cooperative shall review its files on an annual basis and will destroy or erase any Personal Information no longer needed for the purpose for which it was collected.

31.5.2 The Cooperative shall ensure that reasonable safeguards are applied when destroying Personal Information to prevent unauthorized use or access.

## **31.6 COMPLAINTS PROCESS**

31.6.1 The Cooperative shall develop a complaints procedure so that if an individual is dissatisfied with the Cooperative's handling of his or her Personal Information, he or she may make a formal complaint.

## **31.7 PRIVACY OFFICER**

31.7.1 The Cooperative shall select a Privacy Officer. The Privacy Officer shall be appointed by the Board. The Privacy Officer shall serve for two (2) terms, consisting of two (2) years each.

31.7.2 The Privacy Officer may select up to two (2) committee members to assist in performing his/her duties.

31.7.3 The Privacy Officer shall perform the following duties, as detailed in the Privacy Officer Job Description:

- .1 review privacy bylaws, policies and practices
- .2 make recommendations on privacy issues to the Board, general membership and committees
- .3 handle complaints
- .4 provide information on the Cooperative's Bylaws, Policies and Practices pertaining to privacy to individuals
- .5 ensure access to and procedure for handling corrections to Member Files
- .6 provide recommendations for Member and staff privacy education
- .7 act as "watchdog" to ensure the Cooperative's compliance to the Personal Information Protection Act.

31.7.4 The Privacy Officer shall report to the Board.

## 31.8 EXEMPTIONS

### 31.8.1 Consent is not required if the Personal Information

- .1 is for family or home use (e.g., Christmas card mailing lists)
- .2 is publicly available (e.g., phone book)
- .3 is to decide whether the individual is suitable for an honour, award or other similar benefit.
- .4 is necessary to respond to an emergency
- .5 is necessary in order to collect a debt owed to the Cooperative
- .6 falls under another Act
- .7 is already contained in court files
- .8 is for an investigation or legal proceeding.
- .9 cannot be obtained in a timely way and the use is in the interests of the individual
- .10 is in the best interests of the individual and consent cannot be obtained in a timely way or the individual would not reasonably be expected to hold back consent
- .11 is needed to contact next of kin of an injured, ill or deceased individual
- .12 if the disclosure is to the surviving spouse or adult partner or adult relative of an individual who has died, and if the disclosure is reasonable.

## ARTICLE 32 - WAIVER OF BREACH

32.1 The failure of either the Cooperative 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 Cooperative 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.

Original Issue of Revised Bylaw #1 was signed by the members of the Grandin Green Board (see names below) in June 2005, and the Bylaw was filed with the Government of Alberta on June 14<sup>th</sup>, 2005.

Lynn Hughes

Cecilie Lord

Philip Wilson

Robert Rechner

Jerome Klein

Pam Muirhead

Charles Schweger

Ja-Neen Simmie

Yusuf Patel

Carol Ann Johnson

WITNESS TO ALL SIGNATURES

Pam Iriye

### DOCUMENT HISTORY

REVISION #	DATE:	APPROVED BY:	DETAILS:
1	Apr 20, 2009	Grandin Green General Membership	Revised Article 7.3.2 to remove wording "and may deduct such amount from the Share Capital Account of any Member who thereafter commits such breach."