

# Tuxedo Park Community Association Bylaws October 2017 - Updated

## ARTICLE I - INTRODUCTION

- 1.1 **NAME:** The name of the Society is the Tuxedo Park Community Association, which may also be referred to as 'TPCA' or the 'Association'.
- 1.2 **HEADINGS:** Headings are for convenience only and do not affect the interpretation of these Bylaws.
- 1.3 **THE BYLAWS:** The following articles set forth are the Bylaws of the Association, and all members must abide by and uphold these bylaws.
- 1.4 **THE REGISTERED OFFICE:** The Registered Office of the Association is located 202 - 29 Avenue NE, Calgary, Alberta as determined by resolution of the Board.
- 1.5 **CONTRACTOR:** A person or company that undertakes a contract to provide material or labour to perform a service or do a job.
- 1.6 **GENERAL MANAGER:** An independent contractor who oversees the day-to-day operations of the Tuxedo Park Community Hall. Detailed position description, expectations and payment for services are contained within the contract. This position reports to the Board of Directors.
- 1.7 **HALL RENTALS MANAGER:** An independent contractor who assists the General Manager in the day-to-day operations of the Tuxedo Park Community Hall. Detailed position description, expectations and payment for services are contained within the contract. This position reports to the Board of Directors.

## ARTICLE II - BOUNDARIES

- 2.1 **Boundaries:** The boundaries of the Tuxedo Park Community Association shall be within the City of Calgary as follows:

**North:** South side of 32<sup>nd</sup> Avenue North

**South:** North side of 16<sup>th</sup> Avenue North

**East:** West side of Edmonton Trail North East

**West:** East side of 2<sup>nd</sup> Street North West

## ARTICLE III - GOVERNMENT OF THE ASSOCIATION

- 3.1 **GOVERNANCE AND MANAGEMENT OF THE ASSOCIATION:** The Board of Directors governs and manages the affairs of the Association. The Board may hire such employees, contractors, or agents as it deems necessary to carry out management functions and other duties under the direction and supervision of the Board.
- 3.1.1 **RESPONSIBILITIES:** Every Director in exercising his/her powers and duties shall:
- a) act honestly and in good faith with a view to the best interests of the Association, and
  - b) exercise the care, diligence, and skill that a reasonable, careful person would exercise in similar circumstances.
- 3.1.2. **POWERS AND DUTIES OF THE BOARD OF DIRECTORS:** The powers and duties of the Board of Directors include but are not limited to:
- a) promoting the objects of the Association
  - b) promoting membership in the Association
  - c) hiring and dismissing employees/contractors to operate the Association
  - d) regulating employees'/contractors' duties and setting their salaries/wages
  - e) maintaining and protecting the Association's assets and property
  - f) approving an annual budget for the Association
  - g) paying all expenses for operating and managing the Association
  - h) paying persons for services and protecting Members from debts of the Association
  - i) investing any extra monies
  - j) financing the operations of the Association and borrowing or raising monies subject to any lease/license agreements
  - k) making policies for managing and operating the Association
  - l) approving all contracts for the Association
  - m) maintaining all accounts and financial records of the Association
  - n) appointing legal counsel as necessary
  - o) making policies, rules and regulations for operating the Association and using its facilities and assets
  - p) selling and disposing of all non fixed property or assets of the Association if required
- 3.2 **COMPOSITION OF THE BOARD:** The number of Directors shall not be less than five (5) and not more than fourteen (14).
- 3.3 **EXECUTIVE COMMITTEE:** Is comprised of the Officers of the Society as follows:
- a) President
  - b) Vice President
  - c) Secretary
  - d) Treasurer

- e) Past President (most current)

3.3.1. **BOARD COMMITTEES:** The Board of Directors may appoint advisory, standing and/or special committees to make recommendations to the Board.

3.3.2 **STANDING COMMITTEES:** The Board of Directors establishes these standing committees;

- a) Finance Committee
- b) Nominating Committee
- c) Communications Committee
- d) Social Committee
- e) Membership Committee
- f) Planning & Development Committee
- g) Facilities Committee
- h) Volunteer Committee

#### 3.4 **DUTIES OF THE OFFICERS OF THE SOCIETY**

##### 3.4.1 **THE PRESIDENT:**

- a) supervises the affairs of the Board
- b) when present, chairs all meetings of the Association and the Board
- c) is an ex officio member of all Committees, except the Nominating Committee
- d) holds cheque signing authority
- e) acts as the spokesperson for the Association
- f) carries out other duties assigned by the Board

##### 3.4.2 **VICE-PRESIDENT:**

- a) presides at meetings in the President's absence. If the Vice-President is absent, the Directors elect a Chairperson for the meeting
- b) replaces the President at various functions when asked to do so by the President or the Board
- c) holds cheque signing authority
- d) is an ex officio member of all Committees, except the Nominating Committee
- e) carries out other duties assigned by the Board

##### 3.4.3 **THE SECRETARY:**

- a) attends all meetings of the Association and the Board
- b) keeps accurate minutes of these meetings and maintains the Association's Minute Book
- c) has charge of the Board's correspondence
- d) ensures a record of names and addresses of all Members of the Association is kept
- e) is an ex officio member of the Membership Committee

- f) ensure all notices of various meetings are sent
- g) keeps the Seal of the Association, the Seal may be kept at the Registered Office of the Association
- h) files the annual return, changes in the Directors of the Association, and amendments to the Bylaws and other incorporating documents with the appropriate organizations and/or authorities; and
- i) carries out any other duties assigned by the Board

**3.4.4 THE TREASURER:**

- a) ensures all monies paid to the Association are deposited in a chartered bank, credit union, treasury branch or trust company chosen by the Board
- b) ensures a detailed account of revenues and expenditures are presented to the Board on a monthly basis
- c) ensures an audited statement of the financial position of the Association is prepared and presented to the Annual General Meeting
- d) holds cheque signing authority
- e) chairs the Finance Committee of the Board
- f) carries out other duties assigned by the Board

**3.4.5 THE PAST PRESIDENT (MOST CURRENT):**

- a) chairs the Nominating Committee
- b) carries out other duties as assigned by the Board

**3.5 ELECTION OF A DIRECTOR:**

- a) A Director shall be elected at the Annual General Meeting for a one (1) year term.
- b) The Past President (most current) will remain on the Board for a minimum of one (1) year in the position of Past President.
- c) The President, Vice President, Treasurer and Secretary shall be elected for a one (1) year term. The maximum number of consecutive terms is not to exceed seven (7).

**3.5.1 NOMINATIONS:** The Nominating Committee shall present a slate of candidates for each position but nominations will also be received from the floor at the Annual General Meeting.

**3.6 TERMINATION OR REMOVAL OF / FROM OFFICE**

**3.6.1 THE OFFICE OF A DIRECTOR SHALL BE AUTOMATICALLY VACATED:**

- a) if a Director resigns his/her office by giving one (1) month's written notice to the Secretary or President
- b) if s/he ceases to be a voting member of the Association
- c) if s/he fails to attend three (3) consecutive meetings of the Board unless such failure is excused by the Board

- 3.6.2 **REMOVAL FROM OFFICE:** The Board of Directors may remove from office a Director by three-fourths (3/4) majority vote by secret ballot for one or more of the following reasons:
- a) if the Director has failed to abide by the Bylaws,
  - b) if the Director has been disloyal to the Society,
  - c) if the Director has disrupted meetings or functions of the Society,
  - d) if the Director has done anything judged to be harmful to the Society or
  - e) if the Director commits a breach of confidentiality of the proceedings of the Association
- 3.6.3 **NOTICE OF REMOVAL OF DIRECTOR:** The Board shall inform the Director by written notice of the reasons for removal and shall ask for the Director's resignation within seven (7) days. From receipt of this notice, the Director shall have no rights or privileges of a Director except that s/he shall be granted the rights of an appeal process.
- a) If the Director does not resign, the Director shall be given an opportunity for an appeal to the Executive within seven (7) days of receipt of notice of removal.
  - b) All notices shall be sent by double registered mail to the last known address of the Director shown in the records of the Association, or the notice may be delivered by an Officer of the Board at least seven (7) days prior to the meeting of the Board.
  - c) The vote to suspend the Director shall be by secret ballot and passed by a simple majority.
  - d) The Member shall be informed in writing of the decision of the Executive within seven (7) days of the meeting.
- 3.7 **PROTECTION AND INDEMNITY OF DIRECTORS AND OFFICERS:** The Association shall indemnify a Director, a former Director, a person acting as its representative, or their heirs against all costs, charges and expenses, in respect of any civil, criminal or administrative proceeding to which s/he is made a party by reason of being a Director of the Association if:
- a) she/he acted honestly and in good faith with a view to the best interests of the Association; and
  - b) in the case of legal action that is enforced by a monetary penalty, s/he had reasonable grounds for believing that his/her conduct was lawful.
- 3.8 **CONFLICT OF INTEREST:** A conflict of interest occurs when a Director or someone with a close relationship to the Director may benefit indirectly or directly as a result of a pending decision.
- a) A Director of the Association shall disclose fully the nature and extent of any potential or present conflict of interest.
  - b) A Director of the Association who has an interest in a tender or contract to be submitted to the Association shall immediately resign him/herself

- from any voting position or discussion of the said matter.
- c) No Director shall be a director on any other Community Association board or executive.

## **ARTICLE IV - MEMBERSHIP**

### **4.1 CLASSIFICATION OF MEMBERSHIP: There are six categories of Membership:**

- a) Individual
- b) Family
- c) Associate
- d) Honourary
- e) Lifetime
- f) Business

#### **4.1.2. INDIVIDUAL MEMBERSHIP: To become an Individual Member, such person must:**

- a) reside within the Tuxedo Park community
- b) have attained the age of eighteen (18) years, and
- c) pay the annual membership fee designated for an Individual Member

#### **4.1.3. FAMILY MEMBERSHIP: Family Membership shall include up to two (2) adult members and all children up to the age of eighteen (18) years. To become a family member, such persons must:**

- a) be residents of the Tuxedo Park community, and
- b) pay the annual membership fee designated for Family Members.

#### **4.1.4. ASSOCIATE MEMBERSHIP: To become an Associate Member such person must:**

- a) live outside the Tuxedo Park community,
- b) be eighteen (18) years of age, and
- c) pay the annual membership fee designated for an Associate Member.

#### **4.1.5. HONOURARY MEMBERSHIP: Individuals may be granted a Honourary Membership who:**

- a) Were founding members instrumental in establishing the Association,
- b) are nominated by Members in good standing for outstanding community service,
- c) the Board of Directors shall vote to ratify the Honorary membership.

#### **4.1.6. LIFETIME MEMBERSHIP: Individuals may be granted a Lifetime Membership who:**

- a) Reside within the Tuxedo Park community,
- b) Were founding members instrumental in establishing the Association,
- c) were Past Presidents of the Association, or
- d) are nominated by Members in good standing for outstanding community service,  
the Board of Directors shall vote to ratify the Lifetime membership.

4.1.7. **BUSINESS MEMBERSHIP:** Business Memberships are available to:

- a) Businesses that operate within Tuxedo Park,
- b) that pay the annual membership fee.

#### 4.2. **MEMBERSHIP FEES**

4.2.1. **MEMBERSHIP YEAR:** Memberships shall be valid for one year from the date the application is made and the fee is paid.

4.2.2. **SETTING MEMBERSHIP FEES:** The Board shall determine the annual membership fees prior to the upcoming membership year. Membership fees are not prorated.

4.2.3. **PAYMENT DATE FOR FEES:** The annual membership fee is due and payable on the date of purchase and/or the date of expiry.

#### 4.3 **VOTING RIGHTS**

4.3.1. **VOTING MEMBERS:** Members who are eligible to vote at General Meetings of the Association are:

- a) Individual Resident Member
- b) Adult Family Resident Members
- c) Lifetime Resident Members
- d) Honourary Resident Members

4.3.2. **NUMBER OF VOTES:** A Voting Member, present in person, is entitled to one vote at a General Meeting of the Association.

4.3.3 **Voting:** In order to vote, membership must be in good standing a minimum of 30-days prior to any General or Special Meeting. The voting party must be a resident of the Tuxedo Park community.

#### 4.4 **RIGHTS AND RESPONSIBILITIES OF MEMBERS**

- a) Members have the right to attend Board meetings,
- b) Members receive preferred pricing on hall rentals and various community programs,
- c) act honestly and in good faith with a view to the best interests of the Association, and
- d) exercise the care, diligence, and skill that a reasonable, careful person would exercise in similar circumstances.

#### 4.5 **SUSPENSION OR EXPULSION OF MEMBER**

- 4.5.1. **DECISION TO SUSPEND:** The Board, at a special meeting called for that purpose, may suspend a Member's membership for not more than three (3) months, for one or more of the following reasons:
- a) if the Member has failed to abide by the Bylaws,
  - b) if the Member has been disloyal to the Society,
  - c) if the Member has disrupted meetings or functions of the Society, or
  - d) if the Member has done or failed to do anything judged to be harmful to the Society.
- 4.5.2. **PROCESS OF MEMBERSHIP SUSPENSION**
- a) The vote to suspend the Member shall be by secret ballot and passed by a simple majority.
  - b) The Member may appeal the decision to the Executive within seven (7) days of receipt of written notice.
  - c) The Member shall not receive a refund of fees during a period of suspension nor have any voting rights in the Association.
- 4.5.3. **NOTICE OF SUSPENSION TO MEMBER:** The affected Member will receive written notice at least two (2) weeks before the Special Meeting if the Board is considering the potential suspension of that member.
- 4.5.4. **DECISION TO EXPEL:** The Board of Directors may vote to expel a Member by two-thirds (2/3) majority by secret ballot for one or more of the following reasons:
- a) if the Member has failed to abide by the Bylaws,
  - b) if the Member has been disloyal to the Society,
  - c) if the Member has disrupted meetings or functions of the Society, or
  - d) if the Member has done or failed to do anything judged to be harmful to the Society.
- 4.5.5. **NOTICE OF EXPULSION:** The Board shall inform the Member by written notice of the reason(s) for expulsion and shall ask for the member's resignation within fourteen (14) days. The notice shall be sent by double registered letter to the last address on the Association's membership list. From receipt of this notice, the Member shall have no rights or privileges except that s/he may appear before the Board to appeal.
- 4.5.6. **MEDIATION REVIEW PANEL:** The review panel will be comprised of the following with a minimum of three members of the Executive committee and others listed below attending:
- a) President
  - b) Vice President
  - c) Treasurer
  - d) Secretary
  - e) Director



4.5.7. **MEDIATION PROCESS OF MEMBERSHIP EXPULSION OR SUSPENSION:**

- a) The Member may appear on his/her behalf or with a representative before the Mediation Review Panel to address the complaint(s).
- b) The Mediation Review Panel shall determine how the matter will be resolved.
- c) The Board of Directors shall vote on the recommendation of the Panel. If by two-thirds (2/3) majority vote it is decided to expel the member, the member shall be notified within seven (7) days of the decision.
- d) The Member shall not receive a refund of fees, if expelled.

6. **RESIGNATION**

6.1. Any member may resign from the Association by sending or delivering written notice to the Secretary or President of the Association.

6.2. Once the notice is received, the Member's name shall be removed from the Register of Members.

4.7 **DEEMED WITHDRAWAL:** Any member who is in arrears for fees or assessments shall not be entitled to any membership rights or privileges.

**ARTICLE V - MEETINGS OF THE ASSOCIATION**

5.1 **General MEETINGS OF THE BOARD**

5.1.1 **NUMBER OF MEETINGS PER YEAR:** The Board holds not less than six (6) meetings each year.

5.1.2 The President calls the meetings.

5.1.3 Two (2) days' notice will be given via any two of the following methods to notify the Board members; mail (such as letter, flyer or newsletter), or electronic communication facilitated by the Community Association (such as website, social media platform, e-newsletter, or email).

5.1.4 A simple majority of the elected Directors shall constitute quorum for Board meetings.

5.1.5 If there is no quorum present, the President adjourns the meeting to the same time, place and day of the following week.

5.1.6 Each Director has one vote, except the Chair, who only votes in the case of a tie.

5.1.7 TPCA members may attend Board meetings at the discretion of the Board of Directors, unless a particular meeting or portion thereof, is to be closed to non-Board members and held in camera.

5.1.8 If there is a vacancy on the Board, the remaining Directors may appoint a Member to fill that vacancy for the remainder of the term. Notice of seven (7) days will be given, in the same manner as noted above, to the Board of intention to fill the vacant position.

## 5.2 ANNUAL GENERAL MEETING

5.2.1. **TIMING:** The Association shall hold its Annual General Meeting within ninety (90) days of \_\_\_\_\_ the fiscal year end in Calgary, Alberta. The Board shall set the place, day and \_\_\_\_\_ time of the meeting.

5.2.2. **NOTICE:** The Board shall ensure that each Member receives notice of the Annual General Meeting at least thirty (30) days before the Annual General Meeting. Any two of the following methods will be used to notify the members; mail (such as letter, flyer or newsletter), or electronic communication facilitated by the Community Association (such as website, social media platform, e-newsletter, or email). This notice will state the place, date and time of the Annual General Meeting.

5.2.3 **QUORUM:** A quorum shall consist of fifteen (15) voting members.

## 5.3 SPECIAL GENERAL MEETINGS

5.3.1 **CALLING OF A SPECIAL GENERAL MEETING:** A Special General Meeting may be called at any time:

- a) by a resolution of the Board of Directors to that effect;
- b) on the written request of at least five (5) Directors. The request must state the reason for the Special General Meeting and the motion(s) intended to be submitted at this Special General Meeting; or
- c) on the written request of at least ten (10) Voting Members. The request must state the reason for the Special General Meeting and the motion(s) intended to be submitted at this Special General Meeting.

5.4 **NOTICE:** Within seven (7) days of receipt of the written request for the Special General Meeting, the Secretary will use any two of the following methods to notify the members; mail (such as letter, flyer or newsletter), electronic communication facilitated by the Community Association (such as website, social media platform, e-newsletter or email) which shall be at least twenty-one (21) days before the Special General Meeting. This notice will state the place, date, time and purpose of the Special General Meeting.

- 5.5 **AGENDA FOR SPECIAL GENERAL MEETING:** Only the matter(s) set out in the notice for the Special General Meeting shall be considered.
- 5.6 **PROCEDURES AT THE SPECIAL GENERAL MEETING:** Any Special General Meeting has the same method of voting and the same quorum requirements as the Annual General Meeting.
- 5.4 **PROCEEDINGS AT THE ANNUAL GENERAL MEETING OR A SPECIAL GENERAL MEETING**
- 5.4.1 **FAILURE TO REACH QUORUM:** If a quorum is not present within one-half (1/2) hour after the set time of the scheduled meeting, the meeting will be deferred to be rescheduled within one week (7 days) at the same time and location. If a quorum is not present at the rescheduled time, the meeting will proceed with the Members in attendance.
- 5.4.2 **PRESIDING OFFICER:** An independent chair, not excluding the eligibility of any individual, Member or otherwise, is appointed by resolution of the Board of Directors to chair a General Meeting of the Association.
- a) If the appointed chair is not present within one-half (1/2) hour after the set time for the General Meeting, the Members present shall appoint a Chair.
- 5.4.3 **ADJOURNMENT:** The chair may adjourn any General Meeting with the consent of the Members at the meeting. The adjourned General Meeting conducts only the unfinished business from the initial meeting.
- 5.4.4 **VOTING**
- a) Each Voting Member present has one (1) vote and a voting card. A show of voting decides every vote at every General Meeting. A secret ballot shall be used for suspensions, terminations, contested elections and any other resolutions as the Members decide.
- b) The chair, if eligible to vote, votes only in the case of a tie vote.
- c) A Voting Member may not vote by proxy.
- d) A simple majority of the votes cast by the members shall decide all votes. Any ties in voting will be put to a second vote by secret ballot. Only in the event of a second tie will the chair's vote be used as the deciding vote. Unless otherwise stated in these Bylaws.
- e) The chair declares a resolution as carried or lost. This statement is final and does not have to include the number of votes for and against the resolution in the Minutes.
- 5.4.5 **FAILURE TO GIVE NOTICE OF MEETING:** No action taken at a General Meeting is invalid due to:
- a) accidental omission to give notice to any Member
- b) any Member not receiving notice, or

c) any error in any notice that does not affect the meaning.

5.4.6 **Motions:** Notwithstanding any other provision of these Bylaws, the Board may determine any matter within its powers without a meeting on the following basis:

- a) The matter shall be submitted to the Directors, by notice from the President or Secretary, in the form of a resolution, together with sufficient information to enable the Directors to be reasonably informed as to the nature of that matter;
- b) Any such vote shall be binding on the Board as if it had been conducted at a meeting of the Board unless a Director objects, by notice to the President and Secretary not later than two (2) days following receipt of that notice, to that matter being determined without a meeting of the Board.
- c) Each Director shall cast a vote with respect to that resolution within three (3) days or by a date specified in that notice;
- d) A resolution so passed shall be valid and effective as if it had been passed at a duly constituted meeting of the Board.
- e) The President or Secretary shall promptly notify the Directors of the result of any vote by notice under this clause following the expiry of the applicable response period, and the results of any such vote conducted by notice shall be included in the minutes for the next meeting of the Board.

If there is an objection under Paragraph (b) of this clause to the determination of a matter without a meeting, the President shall promptly convene a meeting of the Board to deal with that matter, and all votes cast by the other Directors by notice with respect to that matter shall be void.

## **ARTICLE VI - SEAL OF THE ASSOCIATION**

6.1 The Board may adopt a seal as the Seal of the Association.

6.2 The Secretary has control and custody of the Seal, unless the Board decides otherwise.

6.3 The Seal of the Association can only be used by the Executive.

## **ARTICLE VII - KEEPING AND INSPECTION OF THE BOOKS AND RECORDS OF THE ASSOCIATION**

- 7.1 The Secretary keeps a copy of the Minute Books and records minutes of all meetings of the Board and the Executive Committee.
- 7.2 The Secretary keeps the original Minute Books at the Registered Office of the Association, these are in electronic format. This record contains minutes from all meetings of the Board and the Executive Committee.
- 7.3 The Secretary keeps and files all necessary books and records of the Association as required by the Bylaws, the Societies Act, or any other statute or law.
- 7.4 All financial records of the Association are open for such inspection by the Voting Members.
- 7.5 Other records of the Association are also open for inspection, except for records that the Board designates as confidential.
- 7.6 A Voting Member wishing to inspect the books or records of the Association must give notice of seven (7) days to the President or the Secretary of the Association of his/her intention to do so.
- 7.7 Unless otherwise permitted by the Board, such inspection will take place only at the Registered Office, or other regular business premises operated by the Association, during normal business hours.

#### **ARTICLE VIII - FINANCE AND AUDITING**

- 8.1 The fiscal year of the Association is January 1<sup>st</sup> to December 31<sup>st</sup> of each year.
- 8.2 The books, accounts and records of the Secretary and Treasurer shall be audited at least once each year by two (2) members of the Association appointed for that purpose by the Board of Directors. A formal audit shall be completed at least every three years by a duly qualified accountant. A complete and proper statement of the standing of the books for the previous year shall be submitted at the Annual General Meeting.
- 8.3 The financial auditors will be appointed by the Board at the Annual General Meeting when required.
- 8.4 For the purposes of carrying out its objects, the Association may borrow or raise or secure the payment of money in such manner as it deems fit. This power shall be exercised only under the authority of a two-thirds majority vote at a General Meeting of the Association.
- 8.5 The President, Vice President, Treasurer and General Manager can sign all

cheques drawn on the monies of the Association. Two signatures are required on all cheques.

- 8.6 Changes to the bank accounts of the Tuxedo Park Community Association (adding new accounts, adjusting account structures, closing accounts, investment decisions) can be made by a vote of the Board of Directors documented in the Meeting Minutes, and signed off on by any two members listed in 8.5.
- 8.7 All contracts of the Association must be signed by the President and the Treasurer unless other persons are authorized to do so by resolution of the Board.
- 8.8 Members, Directors or Officers of the Association will not receive any payment for being a Member, Director or Officer.
- 8.9 Reasonable personal expenses incurred while carrying out duties of the Association may be reimbursed only with prior approval of the Board.

## **ARTICLE IX - AMENDING THE BYLAWS**

### **9.1. Meeting to amend**

- 9.1. The bylaws of the Association may be changed, altered, or added to by a Special Resolution at any Annual General or Special General Meeting of the Association.
- 9.2. The twenty-one (21) days' notice of the Annual General or Special General Meeting of the Association must include details of any proposed resolution to change the bylaws.
- 9.3. At least three-fourths (3/4) of the voting members present at the meeting must approve the change(s).
- 9.4. The amended bylaws take effect after approval of the Special Resolution at the Annual General Meeting or Special General Meeting, and only after the approval of the Corporate Registry of Alberta.
- 9.5. Robert's Rules of Order shall be the final authority in the governing procedures at the meetings of the Association so long as they are not inconsistent with the provisions of the Societies Act or these bylaws.

## **ARTICLE X - DISTRIBUTING ASSETS AND DISSOLVING THE ASSOCIATION**

- 10.1 The Association does not pay any dividends or distribute its property among its Members.
- 10.2 In the event of the dissolution of the TPCA and after payment of liabilities, all assets not considered to be the property of the City of Calgary, shall be distributed to one or more recognized charitable organizations in Calgary as the Members by special resolution so determine.