

Downtown Core Neighbourhood Association BY-LAWS

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Article 1: INTRODUCTION

1. The name of the Society is the Downtown Core Neighbourhood Association, which may be referred to as the DCNA or the Association.
2. Headings are for convenience only and do not affect the interpretation of these by-laws.

Article 2: DEFINITIONS

1. In these by-laws, the following definitions shall have the following meanings:
 - a. "Associate Member" means any person who has joined the Association as an Associate Member, as defined in s4.1.
 - b. "Association" means the Downtown Core Neighbourhood Association, as defined in s1.1.

- c. "Community" means the community known as Downtown Commercial Core or Downtown Core, as defined in s3.1.
 - d. "Community at Large" means any person or organization outside the boundaries of the Association with whom the Association may have cause to interact.
 - e. "Coordinating Committee" means the Principal Coordinator, the Clerk and the Finance Coordinator, as defined in s9.15-s9.18.
 - f. "Organizational Member" means any person who has joined the Association as an Organizational Member, as defined in s4.4.
 - g. "Resident Member" means any person who has joined the Association as a Resident Member, as defined in s4.2.
2. These definitions are only provided for convenience but are not exhaustive. Other definitions appear throughout this document.

Article 3: BOUNDARIES

1. The boundaries of the Community are to be the same as the Community of Downtown Commercial Core as defined by the City of Calgary as of October 20, 2021, specifically bounded by 9th St SW to the west, the CPR rail tracks between 9th Ave SW and 10th Ave SW to the south, 3rd St SE to the east, and 3rd Ave SW (between 9th St SW and Centre St S) or 4th Ave SW (between Centre St S and 3rd St SE).
2. Boundaries are to be interpreted as inclusively as possible.

Article 4: MEMBERSHIP CATEGORIES

1. There are 3 categories of membership:
 - a. Resident Members
 - b. Associate Members
 - c. Organizational Members
2. To become a Resident Member, a person must:
 - a. Be resident within the boundaries of the Association
 - i. If a Resident member moves outside of the Community, they may become an Associate member for the remainder of the membership year at no additional charge.
 - ii. The Board may establish rules about what is required to prove residency.
 - b. Be 14 years of age or older
 - c. Pay the annual membership fee designated for Resident members or reside in a building that has paid an annual bulk membership fee designated for Resident members on behalf of the building's residents.
3. To become an Associate Member, a person must:

- a. Be 14 years of age or older
 - b. Pay the annual membership fee designated for Associate members
 - c. If an Associate member moves to the Community, they may become a Resident member for the remainder of the membership year at no additional charge.
4. To become a Organizational Member, one (1) person representing one (1) organization must:
 - a. Be 14 years of age or older
 - b. Be associated with an organization that conducts business or activities within the boundaries of the Association
 - c. Pay the annual membership fee designated for Organizational members

Article 5: MEMBERSHIP FEES

1. The membership year is from January 1 - December 31.
2. The Board of Directors shall determine, from time to time, the amount of the annual membership fees. Different rates of annual fees may be fixed for different membership categories. The Board may prorate fees based on joining date. The Board may also determine the rules for any discounted or free memberships where fees present a barrier to joining.
3. The annual membership fee is due and payable within 30 days of:
 - a. being accepted as a new member, or
 - b. the date of expiry of a current membership.

Article 6: RESIGNATION AND REMOVAL OF MEMBERS

1. Any member may resign from the Association by providing notice to a member of the Coordinating Committee. No refunds for membership fees will be given for the remainder of the year's membership fees.
2. Any member who does not renew their membership prior to the new membership year shall not be entitled to any membership rights or privileges.
3. The Coordinating Committee is empowered to suspend a member until the next regular scheduled meeting of the Board of Directors. The Board may suspend a Member for not more than six months for one or more of the following reasons:
 - a. the disruption of meetings or functions of the Association
 - b. if the conduct of the Member is injurious to the character, interest or good order of the Association

- c. failure to abide by the Bylaws, rules and regulations of the Association.

Article 7: VOTING RIGHTS

1. Members who are eligible to vote at general meetings of the Association:
 - a. Resident Members
2. A Voting Member is entitled to one vote at a General Meeting of the Association.

Article 8: MEETINGS

Annual General Meetings

1. The Association shall hold its Annual General Meeting no later than October 31 of each calendar year in Calgary, Alberta. The Board of Directors shall set the place, day and time of the meeting.
 - a. The Board of Directors shall make reasonable efforts so that each Member receives notice of the Annual General Meeting (AGM), by email or other means, if indicated by a member.
 - b. A quorum of members is required.
2. Notice for an Annual General Meeting shall:
 - a. include the Agenda for the meeting
 - b. include the location, date and time of the Annual General Meeting
 - c. provide at least 21 days' notice before the date of the AGM.
3. An Ordinary Resolution is a resolution of the Voting Members made at an Annual General Meeting. It may be passed by a simple majority of Members voting in person at a duly constituted Annual General Meeting of the Members.
4. A quorum shall consist of 25 Voting Members or 25% of all eligible Voting Members, whichever is lower.
5. If a quorum is not present within one-half (1/2) hour after the set time of the scheduled meeting, the meeting will proceed with the members present constituting a quorum.

Special General Meetings

6. A Special General Meeting may be called at any time:
 - a. by resolution of the Board of Directors to that effect
 - b. on the written request of five (5) Directors to the Coordinating Committee. The request must state the reason for the Special General Meeting and/or the motion(s) intended to be submitted at such Special General Meeting; or

- c. on the written request of at least twenty-five (25) of the Voting Members to the Coordinating Committee. The request must state the reason for the Special General Meeting and/or the motion(s) intended to be submitted at such Special General Meeting.
 - d. A quorum of members is required.
- 7. Notice for a Special General meeting shall:
 - a. include the reason for the meeting and/or the motion(s) to be addressed in the meeting. Only the matter(s) set out in the notice for the Special General Meeting shall be considered in the meeting.
 - b. include the location, date and time of the Special General Meeting
 - c. provide at least 21 days' notice before the date of the Special General Meeting.
- 8. A Special Resolution is a motion proposed for consideration at a Special or Annual General Meeting of the Members. At a duly constituted Special or Annual General Meeting, the Special Resolution may be passed by a vote of not less than three quarters (75%) of those Members eligible to vote. If less than 21 days' notice has been given, a quorum exists and all the persons entitled to attend and vote at the meeting agree, the Special Resolution may be passed by a vote of not less than three quarters (75%) of those Members eligible to vote.

Board Meetings

- 9. Meetings for the Board:
 - a. The Board shall hold not less than six (6) meetings each year.
 - b. The Principal Coordinator calls the meetings. The Principal Coordinator also calls a Special Board Meeting if any two (2) Directors make a request with appropriate notice and state the purpose of the meeting.
 - c. Seven (7) days' notice for Board meetings must be given to each Director. Board members may waive notice.
 - d. A simple majority of Directors at any Board meeting shall constitute a quorum. A director may participate and be deemed present at a Board meeting by means of online video conferencing platform, telephone or other communication facilities that permit all persons participating in the meeting to hear and/or see each other.
 - e. If there is no quorum, the Principal Coordinator adjourns the meeting to the same time, place, and day of the following month. Five (5) Directors present at this later meeting shall constitute a quorum and the meeting shall proceed with or without a quorum.
 - f. Each Director has one vote on each resolution presented at a duly constituted Board Meeting, except the Principal Coordinator, who only votes in the case of a tie.

General

10. Insofar as they are not inconsistent with these Bylaws or any other special rules of order of the Association, the management of meetings conducted under these Bylaws shall be governed by the then current edition of Robert's Rules of Order.

Article 9: GOVERNANCE

1. The Board of Directors governs and manages the affairs of the Association. The Board may hire such employees or agents as it deems necessary to carry out management functions and other duties under the direction and supervision of the Board.
2. Every Director, in exercising their 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. The powers and duties of the Board of Directors include but are not limited to:
 - a. promoting the objectives of the Association
 - b. promoting membership in the Association
 - c. making regular efforts to ensure Resident membership in the Association is made actively available to everyone eligible living within the boundaries of the Association
 - d. making policies, rules and regulations for operating the Association
 - e. providing notice of ability to attend all meetings
 - f. making policies for managing and operating the Association
 - g. appointing advisory, standing and/or special committees to make recommendations on specific matters to the Board (e.g. development plans, etc.)
 - h. approving an annual budget for the Association
 - i. maintaining all accounts and financial records of the Association
 - j. paying all expenses for operating and managing the Association
 - k. appointing a member to fill a Board vacancy for the remainder of the term
 - l. investing any extra monies
 - m. maintaining and protecting the Association's assets and/or property
 - n. approving all contracts for the Association
 - o. appointing legal counsel as necessary
 - p. without limiting the general responsibility of the Board, delegating its powers and duties to employees of the Association
 - q. hiring and dismissing employees to operate the Association
 - r. regulating employees' duties and setting their salaries/wages
 - s. paying persons for services and protecting members from debts of the Association

- t. financing the operations of the Association and borrowing or raising monies subject to any lease/license agreements.
4. All Directors shall be elected at the Annual General Meeting for an approximately two (2) year term that expires at the closest date to the expiry of their term.
5. Directors shall be Resident Members or Associate Members, in good standing.
6. The Board shall consist of elected Members to a minimum of five (5) and a maximum of fifteen (15) Directors.
7. No more than one-third ($\frac{1}{3}$) of the Board Members may be Associate Members.
8. Every effort should be made to have representation from across the many types of diversity within the Association's area as possible within the defined limits of the number of Directors.
9. The Nominating Committee, chaired by a Director appointed by the Board, shall at the applicable time present a slate of candidates for each position.
10. Further nominations for the Board may be made by any Voting Member from those Voting Members also present at the Annual General Meeting. Nominations from the floor or that come in after the Close of Nominations are taken to the Nominating Committee for Board appointment to the Board of Directors should there be a vacancy.
11. The office of a Director or Officer shall be automatically vacated if said Director or Officer:
 - a. resigns their office by delivering a written resignation to the Clerk of the Board (effective upon receipt by the Clerk)
 - b. fails to attend three (3) consecutive meetings of the Board unless such failure is excused by the Board.
12. The Board of Directors may remove from office a Director or Officer for one or more of the following reasons:
 - a. if the conduct of the Director or Officer is injurious to the character, interests or good order of the Association
 - b. if the Director or Officer commits a breach of confidentiality of proceedings, the Bylaws, Policies or Rules and Regulations
 - c. if the Director or Officer has disrupted meetings or functions of the Association.
13. The requirements for removal of a Director or Officer are:
 - a. The vote by the Board to remove the Director or Officer shall be by secret ballot and passed by a three quarters (75%) majority.

- b. The Coordinating Committee shall inform the Director or Officer by written notice of the reason for the removal.
 - c. A registered letter shall be sent to the last address for the Director or Officer on the Association's membership list within seven (7) days of the vote.
 - d. Once expelled, the Director or Officer shall have no rights or privileges of a Director or Officer.
14. Any Director or Officer who publicly declares intention to run for election or accept an appointment for any political office (municipal, provincial or federal) shall be placed on leave of absence from all positions as a Director, Officer or committee member of Association until the election process is complete. Any question as to whether a Director or Officer has publicly declared such an intention shall be determined by the Board. If elected or appointed, that Director or Officer shall thereby be removed from any position with the Association. Otherwise, that Director or Officer may, with Board approval, resume any position with the Association.
15. In the event of a vacancy of the Board or the Coordinating Committee, the Board may fill a vacancy by majority vote, or decide to have the vacancy be filled at the subsequent Annual General Meeting by Voting Members.
16. Appointed Directors may be appointed by the Board for either approximately one (1) or two (2) years, with terms to expire at the most proximate Annual General Meeting to the expiry of their term.
17. The Coordinating Committee of the Association consists of three members of the Board, selected by the Board by majority vote. The Coordinating Committee is responsible for organizing the Board, and has administrative responsibilities assigned to it in these Bylaws, and may be assigned additional responsibilities by the Board. The members of the Coordinating Committee are considered the Officers of the Board.
18. The Principal Coordinator:
- a. is the principal signing authority of the Association.
 - b. chairs meetings of the Association.
 - c. calls meetings of the Board and Coordinating Committee.
 - d. is an ex-officio member of all committees of the association.
 - e. prepares and sends notices of meetings of the Association and governing bodies of the Association
19. The Clerk:
- a. prepares all agendas for all meetings of the Association
 - b. prepares and keeps the Minutes of all meetings of the Association
 - c. keeps and preserves the correspondence contracts and other important records of the society

- d. keeps the seal of the Association.
 - e. files the annual return, changes in the directors of the organization, amendments in the bylaws and other incorporating documents with the Corporate Registry.
 - f. keeps the registry of members of the society.
 - g. acts as the Principal Coordinator, if the Principal Coordinator is unable to do so, due to illness, absence or vacancy.
20. The Finance Coordinator:
- a. ensures that all monies paid to the Association are deposited in one or more financial institutions that are covered by the Canada Deposit Insurance Corporation, as chosen by the Board
 - b. ensures a detailed account of revenues and expenditures is presented to the Board as requested
 - c. ensures an audited statement of the financial position of the Association is prepared and presented to the Annual General Meeting, pursuant to the Societies Act
 - d. supervises spending monies, including signing cheques
 - e. is responsible for all bank accounts and responsible for ensuring that all monies are deposited to the proper accounts
 - f. ensures the financial books are available for the membership within fourteen days if requested
 - g. prepares the annual budget, as deemed necessary by the Board.
 - h. acts as the Principal Coordinator, if the Principal Coordinator or Clerk, is unable to do so, due to illness, absence or vacancy.

Article 10: FINANCE AND MANAGEMENT

1. The registered office of the Association is located in Calgary, Alberta as determined by resolution of the Board.
2. The fiscal year of the Association ends on March 31 of each calendar year.
3. The books, accounts and records of the Treasurer shall be audited at least once each year by a duly qualified accountant as appointed by the Board or by two (2) qualified members of the Association appointed for that purpose.
4. A complete and proper statement of the standing of the books for the previous year shall be submitted at the Annual General Meeting.
5. The Treasurer and other Directors appointed by the board have signing responsibility for all cheques drawn on Association bank accounts. Two signatures are required on all cheques.

6. No two members who are related may have cheque signing authority at the same time.
7. All contracts of the Association must be signed by the Officers or other persons authorized to do so by resolution of the Board.
8. The Board 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.
9. All financial records of the Association are open for inspection by the Voting Members.
10. Other records of the Association are also open for inspection, except for records that the Board designates as confidential.
11. A voting Member wishing to inspect the books or records of the Association must give fourteen (14) days written notice to the Principal Coordinator or the Clerk of the Association of his or her intention to do so.
12. The Association may borrow or raise funds to meet its objects and operations but such is subject to all conditions of signed leases. The Board decides the amounts and ways to raise money, including giving or granting security.
13. Members, Directors or Officers of the Association will not receive any payment for being a Member, Director or Officer.
14. Reasonable personal expenses incurred while carrying out duties of the Association may be reimbursed only with prior approval of the Board.
15. The Association may host, once a year, the directors at an informal social event.

Article 11: PROTECTION AND INDEMNITY OF DIRECTORS

1. 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 said individual is made a party by reason of being a Director of the Association if:
 - a. said individual 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, said individual had reasonable grounds for believing that his or her conduct was lawful.

Article 12: CONFLICT OF INTEREST

1. 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.
2. A Director of the Association shall disclose fully the nature and extent of any potential or present conflict of interest.
3. A Director of the Association who has an interest in a tender or contract to be submitted to the Association shall immediately recuse themselves from any voting position or discussion of the said matter.
4. No Director shall be a Director on any other Community Association Board, Executive or Coordinating Committee.

Article 13: AMENDING THE BY-LAWS

1. The Bylaws of the Association may be changed, altered, or added to by a Special Resolution at any Special or Annual General Meeting of the Association.
2. The notice for the Special or Annual General Meeting of the Association must include details of any proposed amendments to the Bylaws.
3. At least three quarters (75%) of the voting members present at the meeting must approve the change(s).
4. The amended Bylaws take effect after approval of the Special Resolution at a duly constituted Special or Annual General Meeting, and only after the approval of the Corporate Registry of Alberta.

Article 14: DISSOLUTION

1. The Association does not pay any dividends or distribute its property among its Members.
2. In the event of the dissolution of the Association 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 Board by special resolution so determined.

Article 15: PARAMOUNTCY

1. If there is any conflict between these bylaws and the Societies Act, the Act shall be paramount.

Signature:	Address	Apartment	
Print Name:	City/Town	Province	Postal code

Signature:	Address	Apartment	
Print Name:	City/Town	Province	Postal code

Signature:	Address	Apartment	
Print Name:	City/Town	Province	Postal code

Signature:	Address	Apartment	
Print Name:	City/Town	Province	Postal code

Signature:	Address	Apartment
Print Name:	City/Town	Province Postal code

Signature:	Address	Apartment
Print Name:	City/Town	Province Postal code

WITNESS

Signature:	Address	Apartment
Print Name:	City/Town	Province Postal code