

**[Wedgewood Ravine  
Community League]**

**Society**

**BY-LAWS**

**November 22, 2021**

## Wedgewood Ravine Community League Society Bylaws

### 1. Name

The name of the society shall be “Wedgewood Ravine Community League Society”. Wedgewood Ravine Community League Society is referred to hereinafter as “Wedgewood Ravine” or the “Community League”.

### 2. Bylaws

These are the general Bylaws of [Wedgewood Ravine] and replace all previous Bylaws.

### 3. Boundaries

The boundaries of [Wedgewood Ravine] are: Jamieson Place on the north, Anthony Henday on the west, south to Wedgewood Creek, easterly to 184 Street.

### 4. Membership

**4.1.** The Membership in [Wedgewood Ravine] includes any individual who has paid the membership fee included within the Wedgewood Homeowner’s Association (HOA) Annual Fee within the current membership year, who live within the boundary defined in Article 2, AND who have submitted a completed “Member Registration Form” to the Community League Board of Directors.

**4.1.1.** Honorary membership may be granted to individuals who have contributed to the organization in an outstanding way. Individuals may be nominated for honorary membership by Special Resolution at any General Meeting. Honorary memberships have all the same rights and privileges as other memberships, but do not expire with time.

**4.1.2.** Membership may be terminated by the Member submitting a request in writing to the Board of Directors that his/her Membership be terminated.

**4.1.3.** Membership may include an individual who is a non-resident provided they are invited to join the Board of Directors and cannot assume any voting rights or signing authority. They shall be required to purchase an annual membership to remain in good standing.

- 4.2.** The Membership of [Wedgewood Ravine] is entitled to vote at general meetings (Annual and Special) and to attend Board of Directors meetings.
- 4.3.** A Member of [Wedgewood Ravine] may be a Member Not in Good Standing if that Member has intentionally acted to harm the organization, as determined by the Board of Directors. Members Not in Good Standing are not entitled to vote at general meetings (Annual and Special) or to attend Board of Directors meetings.
- 4.4.** A Member of [Wedgewood Ravine] may be Expelled from the Membership of the organization by a vote of seventy-five percent or more ( $\geq 75\%$ ) of the Board of Directors.
- 4.4.1.** Members of [Wedgewood Ravine] who are being considered for Expulsion are entitled to notice forty-eight (48) hours before the vote by the Board of Directors, an opportunity to defend themselves before the Board of Directors immediately prior to the scheduled vote and notice on the result of the vote within forty-eight (48) hours of the vote.
- 4.4.2.** Expulsions from the Membership of the organization are effective immediately upon the completion of the vote to expel.
- 4.4.3.** Members who have been Expelled from the organization are entitled to an Appeal, wherein a Special General Meeting shall be called and the status of the Expelled Member shall be confirmed or overturned by a vote of two-thirds or more ( $\geq \frac{2}{3}$ ) of the Membership present at the Special General Meeting. Members are only eligible to vote on the expulsion of another Member if they were a registered Member of the organization at the time of the incident which resulted in expulsion.

## **5. Governance**

### **5.1. Board of Directors**

- 5.1.1.** [Wedgewood Ravine] shall be governed by a Board of Directors consisting of not less than seven (7) and not more than twelve (12) Directors.
- 5.1.2.** The Board of Directors shall be elected at the Annual General Meeting of the [Wedgewood Ravine] by the voting members. In order to be elected to the Board of Directors, a candidate must be a member of [Wedgewood Ravine] and must receive the support of a simple majority of those present at the Annual General Meeting.

- 5.1.3.** A Director elected at the Annual General Meeting shall assume office on the 1st day following the election.
- 5.1.4.** The Board may appoint additional Directors, provided that the number of Directors does not exceed twelve (12). Any such appointment must have the support of two-thirds ( $\frac{2}{3}$ ) of the existing Directors on the Board. Any Director who is appointed by the Board must have his or her appointment ratified at the next general meeting of [Wedgewood Ravine]. A person so appointed assumes office immediately upon appointment; term limits are subject to clause 5.1.5..
- 5.1.5.** Should there be more interest than positions on [Wedgewood Ravine]the following terms will apply:
- 5.1.5.1.** The term of office of a Director shall be a maximum of two (2) years from the date they assume office. A member who has served three (3) consecutive terms as a Director must remain off the Board of Directors for a period of one (1) year before seeking re-election to the Board.
- 5.1.6.** A Director may resign from the Board by submitting a letter of resignation. The resignation is deemed to be effective thirty (30) clear days after the letter of resignation is received by the Secretary of the Board or immediately if requested in the letter.
- 5.1.7.** A Director shall be deemed to have resigned from the Board if they miss three (3) Board of Directors meetings per AGM-to-AGM period without approval from the Board of Directors. Such a person may be reinstated to the Board by a resolution with the support of the Board (subject to clause 5.1.4).
- 5.1.8.** Directors may be removed from office in the case of unsatisfactory performance and/or inappropriate behaviour.
- 5.1.8.1.** A Director may be removed from the Board by a motion with two-thirds ( $\geq\frac{2}{3}$ ) of the Board in favor of removal. Board members may not vote on a motion for their removal from office.
- 5.1.8.2.** A Director may be removed from the Board by a petition for removal signed by fifty percent (50%) of the registered Membership. Should a registered Member wish to petition for the removal of a Director, they are required to notify the Board of Directors in writing. The Board of Directors is required to send written notice of the petition to all registered members within fourteen

(14) calendar days of receiving the notification. The petitioning member shall be in charge of collecting signatures for the petition, and has sixty (60) calendar days from the date that the Membership is notified of the petition to submit the petition to the Board of Directors. If over fifty percent (50%) of the Membership has signed the petition, the Director shall be removed from the Board of Directors, effective upon receipt of the petition.

- 5.1.9.** The Board of Directors shall meet at least eight (8) times per year. Notice of a meeting shall be given to Directors a minimum of seven (7) clear days before the meeting, unless all Directors agree to abridge the notice period.
- 5.1.10.** Quorum for a meeting of the Board of Directors shall be the two-thirds ( $\frac{2}{3}$ ) the number of board members.
- 5.1.11.** The Board of Directors may determine the rules of order which shall govern its meetings.
  - 5.1.11.1.1.** Directors may only abstain from casting a vote on a motion if they declare the legitimate conflict of interest that prevents them from voting. In cases where Directors abstain from casting a vote on a motion, their abstinence should be noted by the Secretary. Abstaining Directors count toward quorum for a meeting, but do not count toward the percentage of support for or against a motion.
- 5.1.12. Emergency powers of the Board of Directors:**
  - 5.1.12.1.** An emergency situation is defined as a situation that meets the following criteria:
    - 5.1.12.1.1.** The situation requires Board intervention to be resolved,
    - 5.1.12.1.2.** The situation requires intervention before the next scheduled meeting of the Board of Directors to prevent negative impact on the organization,
    - 5.1.12.1.3.** It is not possible to schedule an emergency meeting of the Board that can be attended by a quorum of Board members.
  - 5.1.12.2.** In the case of an emergency situation, the President is required to oversee the emergency decision-making progress. The President is required to:

- 5.1.12.2.1.** Attempt to contact each Director until the Director is contacted, or until the President has unsuccessfully attempted to contact the Director through a minimum of two (2) methods of communication,
- 5.1.12.2.2.** Propose a Board action that will resolve the emergency situation,
- 5.1.12.2.3.** Take a vote of the contacted Directors on the action proposed in 5.1.12.2.2. The President is empowered to implement the action if all successfully contacted Directors vote in favor of the action (unanimous). Votes may be counted over email, so long as the President has made verbal contact with the voting Director.
- 5.1.12.2.4.** If the successfully contacted Directors do not unanimously support a course of action by the time that Board action is required, the President must act on behalf of the Board and be accountable for those decisions.

**5.1.12.3.** All actions taken by the Board in emergency situations must be ratified at the next scheduled board meeting.

**5.1.13.** Directors shall not receive any remuneration for their work on [Wedgewood Ravine]'s Board of Directors.

## **5.2. Executive Committee**

- 5.2.1.** The Board of Directors of [Wedgewood Ravine] shall appoint an Executive Committee from its members.
- 5.2.2.** The Executive Committee of [Wedgewood Ravine] will consist of the President, the Vice-President, The Secretary, and the Treasurer.
- 5.2.3.** The President, Vice-President, Secretary, and Treasurer of [Wedgewood Ravine] shall be chosen by the Board of Directors at the first meeting of the Board of Directors following the Annual General Meeting. Should a position become vacant, the Board shall fill it as needed. Unless otherwise vacated, the positions of President, Vice-President, Secretary and Treasurer shall be held until the first Annual General Meeting following appointment of the positions.
- 5.2.4.** The President shall plan and preside over all meetings of the Board of Directors and all general meetings of [Wedgewood Ravine], or shall appoint another person to preside. The President shall also create Board meeting agendas, ensure that necessary reports

are submitted prior to Board meetings, manage reporting to the rest of the organization, and manage staff according to Board directives.

- 5.2.5. The Vice-President shall assume the duties of the President in the absence of the President.
- 5.2.6. The Secretary shall ensure that the minutes of all meetings of the Board of Directors and all correspondence of the Board are properly kept. The Secretary is responsible for ensuring that a notice for all meetings of the Board of Directors and any general meeting of [Wedgewood Ravine] is published in accordance with its Bylaws and policies. They will also be the [Wedgewood Ravine] key and common Seal holder.
- 5.2.7. The Treasurer shall ensure that the books of account of [Wedgewood Ravine] are properly kept. The Treasurer shall also be responsible for ensuring that the financial summary is presented regularly to the board and at the Annual General Meeting.
- 5.2.8. The Board may add other members to the Executive Committee as it sees fit.
- 5.2.9. The Executive Committee shall meet at least 8 (8) times per year. Notice of the meeting shall be given at least seven (7) clear days before the meeting, unless all members of the Executive Committee agree to abridge the notice period.
- 5.2.10. The Executive Committee is responsible for ensuring that all policies and directives of the Board of Directors are implemented.
- 5.2.11. A member of the Executive Committee may resign his/her position on the Executive Committee by submitting a letter of resignation to the Board of Directors. A director may resign from the Executive Committee without resigning from the Board of Directors.

### 5.3. Other Committees

- 5.3.1. There shall be the following standing committees of [Wedgewood Ravine]:

The Nominating Committee,

The Financial & Policy Committee,

The Park & Playground Committee,

The Membership Committee,

The Program and Events Committee,

The Casino Committee and,

The Communications Committee.

- 5.3.2.** The Nominating Committee shall annually complete an assessment of the existing Board Members. They shall recommend a “slate” of new candidates for Board membership at the Annual General Meeting, based on the qualifications of outgoing Board members and their perception of required qualifications for new Board members.
- 5.3.2.1.** The Nominating Committee may request that new candidates submit a resumé to the Nominating Committee for review at least one (1) calendar months before the Annual General Meeting.
- 5.3.3.** The Financial & Policy Committee shall be chaired by the Treasurer and shall oversee the accounts of [Wedgewood Ravine] and look after all matters pertaining to Corporate registry, insurance and all other policy requirements.
- 5.3.4.** The Parks and Playground Committee shall look after all matters pertaining to the operations of the tennis/pickleball courts, playground and gazebo facilities.
- 5.3.5.** The Membership Committee shall be responsible for the annual issuing of memberships to [Wedgewood Ravine] residents and those wishing to purchase a membership to access community facilities. The committee shall keep a record of all active members and account for fees collected. The committee shall establish the annual membership fees for those residing outside of the community.
- 5.3.6.** The Program and Events Committee shall be responsible for overseeing the management of all events, programs and activities held by the Community League or outside organizations within [Wedgewood Ravine] boundaries. The committee shall liaise with all appropriate groups to ensure City bylaws and [Wedgewood Ravine] policies are adhered to.
- 5.3.7.** The Casino Committee shall be responsible for carrying out all duties related to [Wedgewood Ravine]’s participation in casino fundraising. This includes liaising with

the Alberta Liquor and Gaming Association, filing required documentation, recruitment of volunteers, and management of the casino operations on the dates awarded.

- 5.3.8.** The Communications Committee will be responsible for managing all communication requirements of [Wedgewood Ravine] including the website, social media, promotion, signage and correspondence to the membership.
- 5.3.9.** The Board of Directors may create other committees as deemed necessary, as long as all committees contain at least one “sponsoring” Director.
- 5.3.10.** Committees created by the Board of Directors can be delegated authority to act on behalf of the Board of Directors, but not responsibility. The authority delegated to a committee shall be limited to the authority explicitly described in the motion to create the committee.

## **6. General Meetings**

### **6.1. General (Annual and Special)**

- 6.1.1.** The Quorum at a general meeting for [Wedgewood Ravine] shall be twenty percent (20%) of the registered Membership of [Wedgewood Ravine] in attendance at the time of the general meeting.
- 6.1.2.** Subject to clauses **6.1.2.1**, **6.1.2.2**, and **6.1.2.3** below, any matter at a General Meeting shall be decided by a two-thirds ( $\frac{2}{3}$ ) majority of Members present at the general meeting.
  - 6.1.2.1.** Matters that result in organizational debt, as outlined in clauses **7.4** and **7.5**, shall be decided by a four-fifths ( $\frac{4}{5}$ ) majority of Members present at the General Meeting.
  - 6.1.2.2.** The Dissolution of the organization shall be governed by the process outlined in Section **9**.
  - 6.1.2.3.** Modifications to the Bylaws of the organization shall be decided upon at general meetings, and shall be decided by a four-fifths ( $\frac{4}{5}$ ) majority of members present at the general meeting.
- 6.1.3.** All registered members of [Wedgewood Ravine] are entitled to vote on all matters at general meetings, provided they are present at the meeting. Votes will be taken by a show of hands, and voting by proxy will not be permitted.

## **6.2. Annual General Meeting**

- 6.2.1.** The Annual General Meeting of [Wedgewood Ravine] shall be held within four (4) months of the financial year end, or on a later date determined by the Board of Directors.
- 6.2.2.** Notice of the Annual General Meeting shall be given thirty (30) clear days in advance, through both a meeting notification email (sent to the registered Membership of the organization at the time that the email is sent) and through a notice posted on the website of the organization.
- 6.2.3.** The Agenda for the Annual General Meeting shall be prepared by the Board of Directors and shall be distributed to the Membership with the meeting notification email. The agenda shall include, at a minimum, an annual summary report, a presentation of the financials of the organization (as detailed in clause **7.3**), written reports from all committees formed over the previous year, a presentation of the planned Board activities for the upcoming year, the election of Board members to fill vacant Board positions (as detailed in clause **5.1.4**), and decisions on all Special Resolutions brought forward by the Membership. To be included in the Agenda for the Annual General Meeting, Special Resolutions must be received by the Secretary fourteen (14) clear days before the Annual General Meeting.

## **6.3. Special General Meetings**

- 6.3.1.** A Special General Meeting may be called in one of the following 3 ways: At the discretion of the Board President, OR with a letter signed by a minimum of 3 Board members, OR with a letter signed by a minimum of 15 members or 20% of the Wedgewood Ravine, whichever is greater.
- 6.3.2.** Notice for a Special General Meeting must be given in the same manner as the notice for the Annual General Meeting. The Notice shall include a statement of the purpose of the Special General Meeting and an agenda.

## **7. Records and Financial Matters**

- 7.1.** The records and books of account of [Wedgewood Ravine] shall be retained by the Treasurer of the Board of Directors or a designate. Audited financial statements shall be made available upon request; individuals who have requested to inspect the records and books of account

will be given access at one (1) of the three (3) subsequent Board of Directors meetings after the request has been received by the Board in writing.

**7.2.** The Board of Directors shall appoint auditors each year to audit the books of account. The audit must consist of, at minimum, a financial audit carried out by at least two (2) individuals who do not have signing authority on any of [Wedgewood Ravine]'s bank accounts, and have not had signing authority within the previous two (2) calendar years. The selected individuals must be approved by the membership at the Annual General Meeting, and the audit must be completed within three (3) months of the Annual General Meeting.

**7.3.** A financial summary shall be presented each year by the Treasurer or a delegate at the Annual General Meeting. The presentation shall include, at a minimum, a summary of the organization's income, disbursements, assets, and liabilities.

**7.4.** The Board may not incur any debt without successfully obtaining authorization from the Membership by way of a General Meeting. If the Board of Directors is requesting permission from the Membership to incur debt, the Notice for the General Meeting shall explicitly state that the organization may incur debt as a result of the Meeting, and the General Meeting shall be subject to clause **7.4.1**.

**7.4.1.** Before requesting authorization to incur organizational debt, the Board of Directors shall explicitly outline the amount of debt to be incurred, the organizational use of the acquired capital, the rules and considerations attached to the use of the capital, and the proposed method of repaying the debt.

**7.5.** Debt incurred by the organization is restricted in use to the plan outlined in clause **7.4.1**. Amendments to the use of debt must receive support of the Membership at a General Meeting.

**7.6.** Any contract or other legal document relating to the business of [Wedgewood Ravine] may be signed by any person appointed by the Board of Directors to sign on its behalf.

## **8. Liabilities of Members**

**8.1.** No member of [Wedgewood Ravine] shall be liable for the act, receipt, neglect or default of any other member of [Wedgewood Ravine], or for joining in any receipt or act of conformity or for any loss or expenses happening in [Wedgewood Ravine] through insufficiency or deficiency of any security in or upon which monies of [Wedgewood Ravine] shall be invested or for any loss or damage arising from the bankruptcy, insolvency or tortuous act of any person with whom any money, security or effects shall be deposited, or for any loss occasioned by error or judgement, or oversight on his/her part, or for any other loss,

damage or misfortune whatsoever, which shall happen in the execution of the duties of his/her office, or in relation thereof, unless the same shall happen through his/her own dishonesty.

## **9. Common Seal of the Association**

**9.1.** [Wedgewood Ravine] has adopted a seal which shall be the common Seal of [Wedgewood Ravine] and shall have control and custody of the Seal of [Wedgewood Ravine]. [Wedgewood Ravine] may alter or change the common seal at its pleasure, but shall in all cases have its name engraved in legible characters on its common Seal. The common Seal will be held by the Treasurer of [Wedgewood Ravine].

## **10. Changes to By-Laws**

**10.1.** The by-laws may be rescinded, altered or added to by a special resolution passed by a majority of not less than three-fourths of such members entitled to vote, as are present in person at a General meeting of which notice specifying the intention to propose the resolution as a special resolution has been given. No rescission or alteration of, or addition to a by-law has any effect until it has been registered by the Registrar of Alberta Consumer and Corporate Affairs.

## **11. Special Resolutions**

**11.1.** Copies of all special resolutions shall be filed with the Registrar of Alberta Consumer and Corporate Affairs.

## **12. Dispute Resolution Bylaws Clause**

**12.1.** This section applies to any dispute arising out of the affairs of [Wedgewood Ravine] application of its bylaws:

**12.2.** The Dispute may be between:

- a. members, or
- b. and [Wedgewood Ravine] Directors, or
- c. or [Wedgewood Ravine], its Directors and either
  - i. a member, or
  - ii. a former member who was a member within the previous # months.

- 12.3. Any dispute subject to Subsection 1 and 2 will be resolved by:
- a. Direct negotiation between the parties, with or without assistance and/or facilitation. If resolution is not achieved, then by:
  - b. Written appeal to the board (and/ or other appropriate committee) for a decision. If resolution is not achieved, then by:
  - c. Mediation pursuant to the National Mediation Rules of ADRIIC, or to mediation practices agreed upon by the parties. If resolution is not achieved, then by:
  - d. Arbitration pursuant to the National Arbitration Rules of ADRIIC, or to arbitration practices agreed upon by the parties. The decision will bind all parties.
- 12.4. The selection process for any facilitators, mediators, or arbitrators will be in accordance with the organization's policies.
- 12.5. Members are obligated to comply with [Wedgewood Ravine] complaint resolution bylaws, policies and procedures as a condition of membership. The failure of a member to cooperate with [Wedgewood Ravine] complaint, dispute resolution and/or discipline processes shall be considered an act of member misconduct and may result in disciplinary procedures.
- 12.6. In a circumstance where a language for the dispute resolution process cannot be mutually agreed upon by all parties, the dispute resolution process shall be in English.

### **13. Dissolution**

- 13.1.** [Wedgewood Ravine] may be dissolved by a Special Resolution, passed by a majority of not less than four-fifths ( $\frac{4}{5}$ ) of the Members present at a Special General Meeting of [Wedgewood Ravine], called for the express purpose of considering dissolution.
- 13.2.** The meeting to dissolve [Wedgewood Ravine] shall have a Quorum of fifty percent (50%) Members and shall require notice of thirty (30) clear days.
- 13.3.** Upon dissolution, the property of [Wedgewood Ravine] shall be distributed to charitable local organizations whose objectives are similar to those of [Wedgewood Ravine].