

Terrace Road Parent Fundraising Association Bylaws

ARTICLE 1 PREAMBLE

- 1.1 The name of the society is the Terrace Road Parent Fundraising Association (the “TRPFA”). The TRPFA is incorporated under the *Societies Act* described in clause 2.1.1.
- 1.2 This document sets forth the Bylaws for the TRPFA, and shall regulate the business and affairs of the TRPFA.

ARTICLE 2 DEFINITIONS AND INTERPRETATION

2.1 Definitions

In these Bylaws, the following words shall have these meanings:

- 2.1.1 “**Act**” means the *Societies Act, R.S.A. 2000, Chapter S-14*, as amended, or any statute substituted for it, and includes any regulations promulgated thereunder that are in effect from time to time.
- 2.1.2 “**Adult**” means any person of legal voting age.
- 2.1.3 “**Annual General Meeting**” means the annual meeting of the Members described in clause 5.2.
- 2.1.4 “**Associate Member**” means all staff employed by the School.
- 2.1.5 “**Bylaws**” means this document, as amended from time to time.
- 2.1.6 “**Chairperson**” means, with respect to a Meeting of the TRPFA, the Chairperson of the TRPFA or, in the absence of the Chairperson, the Co- or Vice-Chairperson of the TRPFA or, in the absence of the Chairperson and the Co- or Vice-Chairperson, the Secretary of the TRPFA or such other member of the Executive Committee as may be designated by the Majority Vote of the TRPFA Voting Members present for that meeting.
- 2.1.7 “**Executive Committee**” means the executive committee of the TRPFA, being but not limited to the Chairperson, the Secretary and the Treasurer. The Executive Committee may include the Co- or Vice-Chairperson, but that position is not mandatory for the Executive Committee.
- 2.1.8 “**Executive Committee Member**” means an individual who is a member of the Executive Committee.
- 2.1.9 “**Fiscal Year**” means the twelve month period commencing on September 1 of a year and ending on August 31 of the following year.
- 2.1.10 “**General Meeting**” means an Annual General Meeting or a Special General Meeting, as applicable.
- 2.1.11 “**Legally Related**” means any two or more persons associated through birth, adoption, marriage or common-law agreement.

- 2.1.12 “**Majority Vote**” means more than 50% of the votes cast by Voting Members eligible to vote who are present at the applicable meeting of the TRPFA, except as otherwise noted in these Bylaws.
- 2.1.13 “**Member**” means a Regular Member or an Associate Member.
- 2.1.14 “**Meeting**” means an Annual General Meeting, a Special General Meeting, or a Regular Meeting, as applicable.
- 2.1.15 “**Officer**” means a member of the Executive Committee.
- 2.1.16 “**Parent**” means a parent, guardian or primary caregiver of any child attending an educational program at the School.
- 2.1.17 “**Policies and Procedures**” means the administrative rules and practices created and amended by the TRPFA from time to time with respect to the management and governance of the TRPFA, which rules and practices may elaborate on and must not contradict these Bylaws
- 2.1.18 “**Proper Notice**” means notice given in writing, by email, letter or social media, not less than two days prior to a General Meeting, stating the intention or purpose of the meeting, and delivered to the last recorded email address of the Member or distributed via the School, which notice is deemed to be given when delivered by email or when distributed at the School.
- 2.1.19 “**Regular Member**” means a parent or adult having a vested interest in the educational well-being of students enrolled in the School, as described in clause 3.2.
- 2.1.20 “**School**” means Terrace Road School.
- 2.1.21 “**School Act**” means the *School Act*, RSA 2000, Ch. S-3, as amended from time to time.
- 2.1.22 “**School Council**” means the School Council for the School, as defined in the *School Act*.
- 2.1.23 “**Special General Meeting**” means a special meeting of the Members described in clause 5.3.
- 2.1.24 “**Special Resolution**” means a resolution passed:
- a) at a Special General Meeting or Annual General Meeting of which at least twenty-one days’ notice has been duly given, specifying the intention to propose a resolution substantially in the form of the resolution presented in that notice as a Special Resolution; and
 - b) by a majority of not less than 75% of the votes cast by those Voting Members as are present at that meeting.
- 2.1.25 “**Voting Member**” means a Member who is a Regular Member.

2.2 Interpretation

2.2.1 In these Bylaws:

- a) the singular shall include the plural, and the plural shall include the singular;
- b) the word “person” shall include corporations and associations;
- c) the masculine shall include the feminine and vice versa;
- d) a capitalized derivative of a defined term shall have a corresponding meaning;
- e) any reference to a specific number of days prior to a meeting shall not include the day of the applicable meeting; and
- f) any reference to any statute or any section thereof shall be deemed to extend and apply to any amendment to such statute or section, as the case may be.

ARTICLE 3 MEMBERSHIP

3.1 Categories of Members

3.1.1 There are two types of Membership in the TRPFA, being:

- a) Regular Members; and
- b) Associate Members.

3.1.2 Membership in the TRPFA cannot restricted to any Member, on the basis of:

- a) gender;
- b) ethnic, racial or cultural background;
- c) age; although a Member must be an adult;
- d) ability;
- e) religion;
- f) income;
- g) sexual orientation.

3.2 Regular Members

3.2.1 Any adult having a vested interest in the educational well-being of students enrolled in the School, residing in Alberta in good standing with the Association is eligible to become a Regular Member.

3.2.2 A Regular Membership entitles a Member to:

- a) the right to attend meetings of the TRPFA, subject to clause 5.1.1;
- b) the right to participate and vote at any duly constituted Regular Meeting, Special General or Annual General Meeting, and
- c) stand for nomination or appointment as a member of the Executive Committee.

3.3 Associate Member

- 3.3.1 An Associate Member may not vote in an election or any other determination at a Regular Meeting or General Meeting.
- 3.3.2 An Associate Member may not seek to stand for nomination or appointment as a member of the Executive Committee.
- 3.3.3 An Associate Member may attend meetings of the TRPFA, subject to clause 5.1.1.
- 3.3.4 If an individual is entitled to be both a Regular Member and an Associate Member, the rights of Associate Member shall apply.

3.4 Membership Fees and Member Contact Information

- 3.4.1 A membership fee will not be charged.
- 3.4.2 The School maintains contact information for all Parents and School staff, all of whom are Members of the TRPFA. At the request of TRPFA, the School shall communicate TRPFA notices and other information to Members by way of email.

3.5 Termination of Membership

- 3.5.1 Each Regular Membership shall automatically terminate upon the cessation of registration of the Member's child at the School.
- 3.5.2 Each Associate Membership shall automatically terminate upon the termination of the Member's employment at the School.
- 3.5.3 Any Member may terminate a Membership at any time by giving the TRPFA notice in writing.

3.6 Suspension and Expulsion of Members

- 3.6.1 The TRPFA may, upon receiving a formal substantiated complaint, suspend or expel any Member from the TRPFA for one or more of the following reasons:
 - a) the Member has failed to abide by the requirements of these Bylaws;
 - b) the Member has disrupted meetings or functions of the TRPFA; or
 - c) the actions or omissions of the Member have harmed the TRPFA.

Subject to the remainder of clause 3.6, the TRPFA may, by a majority of not less than 75% of the votes cast by those Voting Members as are present at that meeting of the TRPFA, suspend or expel any Member from the TRPFA.

- 3.6.2 The Executive Committee shall use the following process to notify a Member if it is considering the potential suspension or expulsion of that Member under clause 3.6:
- a) the Executive Committee shall serve written notice to that Member of the TRPFA's intention to consider the potential suspension or expulsion of that Member at least fourteen days prior to the meeting of the TRPFA at which that matter is to be determined;
 - b) that notice shall include the reasons why the TRPFA is considering the potential suspension or expulsion of that Member from the TRPFA; and
 - c) that notice shall either be sent by email to the Member or delivered personally to the Member by two Executive Committee Members as soon as practicable.
- 3.6.3 A Member being considered for suspension or expulsion from the TRPFA shall have an opportunity to submit a written statement to the Executive Committee and to appear before the TRPFA at the applicable meeting to address the matter. That Member may be accompanied by another person if the Member attends that meeting of the TRPFA.
- 3.6.4 Except to the extent otherwise provided in the preceding portion of clause 3.6, the Executive Committee shall determine the manner in which the potential suspension or expulsion of the Member will be handled, and may limit the time given to the Member to address the TRPFA about the matter. The TRPFA may exclude the Member from its final discussion of the matter, including the vote on the matter.
- 3.6.5 Any Regular Member or Associate Member whose Membership has been suspended shall be eligible to reinstate the Membership at any time as of September 1 of the next year following that suspension subject to any coinciding termination occurring pursuant to Section 3.5.
- 3.6.6 Any Member who has been suspended or expelled may, upon written application for reinstatement to the TRPFA, be reinstated at any General Meeting, if that reinstatement:
- a) is included on the agenda for that General Meeting; and
 - b) has been approved by a majority of not less than 75% of the votes cast by those Voting Members as are present at that meeting.

ARTICLE 4 EXECUTIVE COMMITTEE

4.1 Interim Responsibilities

- 4.1.1 The Executive Committee Members shall meet at the call of any individual holding title to a position of the Executive Committee.
- 4.1.2 Two Executive Committee Members shall constitute a quorum.
- 4.1.3 The Executive Committee shall deal with all matter requiring attention between Meetings.

ARTICLE 5 MEETINGS

5.1 Attendance at Meetings

5.1.1 Each Regular and General Meeting of the TRPFA shall be open to the public, except that all or part of any meeting may be closed to attendees other than Regular Members by a Majority Vote. Members of the public attending the meeting are non-voting and require invitation by the Executive Committee to speak.

5.2 Annual General Meeting of the Membership

5.2.1 The Executive Committee shall convene an Annual General Meeting of the Membership on or before October 31 of each year.

5.2.2 The business of the Annual General Meeting shall include:

- a) the Chairperson's report of the year's activities pursued by the TRPFA including a report on the receipt, handling and use of any money by the TRPFA in the preceding Fiscal Year;
- b) the Treasurer's report and the audited financial statements of the TRPFA for the preceding Fiscal Year, of which sufficient copies are to be available for examination and viewing of the Members present;
- c) any other business of the TRPFA, except that no vote shall be taken on any matter requiring notice of a Special Resolution unless such notice has been given in the manner required in these Bylaws; and
- d) the election of the Executive Committee, as applicable.

5.2.3 The order of business shall be at the discretion of the Chairperson, provided that, in general, the business and reports relating to the preceding Fiscal Year shall take place before the election of the Executive Committee Members.

5.3 Special General Meeting

5.3.1 A Special General Meeting of the Members may be called from time to time as circumstances shall require or dictate, if:

- a) the Executive Committee sees fit to call such meeting;
- b) a matter is being proposed for determination by a Special Resolution; or
- c) the Chairperson receives a request in writing signed by not less than ten Regular Members, provided that any such request states the reason for the meeting and any motion intended to be determined at such meeting. The Executive Committee will convene a meeting within a maximum of thirty days of receipt of a request described in paragraph (c) of this clause. However, the Executive Committee shall not be required to proceed with that meeting, in whole or in part, if fewer than 75% of those Regular Members who signed that request are present in the quorum for the meeting.

5.4 Regular Meeting

- 5.4.1 The TRPFA shall hold as many meetings as it considers necessary to deal adequately with its business at a date and time determined by the Executive Committee. Each such meeting shall be held in person at the School and/or virtually, at the discretion of the Executive Committee.
- 5.4.2 Additional meetings of the TRPFA may be called at any time upon the instructions of the Chairperson.

5.5 Committee Meetings

- 5.5.1 The members of all duly appointed committees of the TRPFA shall meet from time to time, or any time at:
- a) the discretion of the chairperson of each such committee; or
 - b) the discretion of the Executive Committee.

5.6 Notice of Meetings

- 5.6.1 Proper Notice shall be given to all Regular Members for any General Meeting.
- 5.6.2 Notice for any additional TRPFA meeting shall be in any form decided by the Chairperson and in the case of a committee meeting, by the chairperson of the committee, not less than two days prior to such meeting.
- 5.6.3 For the purpose of sending notice to any Regular Member for any meeting or otherwise, the email address of any Member shall be the last email address provided to the School by the Member, provided that notice to a member of the Executive Committee from another member of the Executive Committee may also be served to the e-mail address designated by that member of the Executive Committee, if any.
- 5.6.4 No error or omission in giving notice of any General Meeting or any Regular Meeting including any General Meeting rescheduled under clause 5.8.2, shall invalidate the meeting or make void any proceedings of the meeting, provided that this Clause shall not alter the notice requirements of these Bylaws pertaining to a Special Resolution.
- 5.6.5 Any Regular Member may at any time waive notice of any such meeting, except notice of Special Resolution, and may ratify any and all proceedings of the meeting.

5.7 Agenda

- 5.7.1 The Agenda for any Meeting shall be made available to all attendees prior to the Meeting being called to order.
- 5.7.2 The Agenda for any General Meeting shall be attached or included in the notice of such meeting, including a resolution substantially in the form of any resolution that is to be presented as a Special Resolution at that General Meeting.

5.8 Quorum for Regular Meetings and General Meetings

- 5.8.1 A quorum for any Regular Meeting shall be four, constituted by any amount and/or combination of Regular Members and Executive Committee Members.
- 5.8.2 A quorum for any Annual General Meeting, or Special General Meeting, shall be six, constituted by any amount and/or combination of Regular Members and Executive Committee Members.
- a) If there is no quorum at any Annual General Meeting, or Special General Meeting within 10 minutes from the time appointed for the meeting, and provided that a minimum of one Executive Committee Member plus two Regular Members are in attendance, the chair of the meeting shall poll the Regular Members present, and
 - b) If there is unanimous consent, a quorum shall be deemed to be present and the meeting shall be conducted and its conclusions and resolutions shall be binding,
- or
- c) If unanimous consent is not obtained to conduct the meeting and before adjourning the original meeting, the chair of the meeting, at his or her discretion, shall fix a date, time, and place to hold another meeting of which will be published, and any business may be dealt with at the adjourned meeting if a quorum is present, and
 - d) If there is no quorum at this adjourned meeting within 30 minutes from the time appointed for the meeting, those Regular Members present shall be deemed a quorum and the meeting shall be conducted and its conclusions and resolutions shall be binding.
- 5.8.3 In the absence of a quorum, no motions may be considered or approved.

5.9 Voting

- 5.9.1 Except for the Chairperson, each Regular Member of the TRPFA shall have one vote at any Meeting.
- 5.9.2 The Chairperson may only vote to break a tie with the exception of a decision by ballot, in which case the Chairperson has only one vote and not a casting vote.
- 5.9.3 Voting shall be decided by a Majority Vote, unless otherwise required by these Bylaws, or by the Act.
- 5.9.4 Day to day executive and financial decisions not requiring a Meeting may be voted upon by a majority of the Executive Committee. For this purpose only, voting may proceed electronically by email or other means of written identification.
- 5.9.5 A declaration by the Chairperson that a resolution has been carried or not carried, and an entry to that effect in the Minutes of the TRPFA, shall, in the absence of dispute at the time of the declaration, be sufficient evidence of the fact without proof of the number or proportion of the votes accorded in favor of or against such resolution.

- 5.9.6 Voting shall be by show of hands, or by show of negative votes only at virtual meetings, unless a poll is demanded by a Regular Member.
- 5.9.7 If a poll is demanded and not withdrawn, the poll shall be taken in such manner as the Chairperson shall direct.
- 5.9.8 The TRPFA may, at the discretion of the Executive Committee, allow Regular Members and Executive Committee Members to vote by telephonic or electronic means granted the votes are gathered in a manner that permits verification of the vote being cast by an entitled person and for the tallied votes to be presented to the TRPFA without it being possible for the TRPFA to identify how each Regular Member or Executive Committee Member voted.
- 5.9.9 If not by acclamation, then elections will be done by show of hands.
- 5.9.10 Prior to any vote, any Regular Member in attendance must declare any personal conflict of interest which he or she has, or which he or she becomes aware of.
- 5.9.11 No Member may vote by proxy with respect to any election or other determination being made at any Meeting.

5.10 Minutes

- 5.10.1 Minutes shall be taken and recorded at each Meeting. Minutes shall be maintained in electronic format by the Secretary of the TRPFA.

5.11 Adjournment

- 5.11.1 Any meeting may be adjourned to a specified date and time with a Majority Vote.
- 5.11.2 The adjourned meeting shall conduct only the unfinished business from the original meeting, provided that no adjourned meeting shall determine any matter requiring sanction through a Special Resolution unless the notice requirements specified in these Bylaws for a Special Resolution are complied with for that adjourned meeting.
- 5.11.3 Subject to clauses 5.11.1 and 5.11.2, no notice is required for the adjourned meeting.

ARTICLE 6 ELECTION OF EXECUTIVE COMMITTEE MEMBERS

6.1 Number of Executive Committee Members

- 6.1.1 The Executive Committee shall consist of at a minimum a Chairperson, Secretary and Treasurer, and shall be elected on the basis prescribed under this Article 5 by those Regular Members as are present at the Annual General Meeting.

6.2 Nominations

- 6.2.1 Nominations for the Executive Committee may be made by any Regular Member from those Regular Members also present at the Annual General Meeting.

6.3 Elections by Plurality Vote

6.3.1 Insofar as an election is not by acclamation, the outcome of the elections shall be determined by a plurality vote, such that the Regular Member who receives the most votes is elected to the applicable position on the Executive Committee to which that election pertains.

6.4 Term and Limitations on Successive Terms

6.4.1 The Executive Committee Members so elected and appointed shall form the Executive Committee and each such Executive Committee Member shall hold office until the next Annual General Meeting.

ARTICLE 7 GOVERNANCE

7.1 Executive Committee Members

7.1.1 Each Executive Committee Member shall be a Regular Member of the TRPFA at the time of election or appointment and throughout the Executive Committee Member's term as an Executive Committee Member. An Executive Committee Member cannot be an employee of the TRPFA.

7.1.2 Vacancies on the Executive Committee, however caused, may be filled by Regular Members by a plurality vote at any Regular Meeting, such that the Regular Member who receives the most votes is elected to the applicable position on the Executive Committee to which that election pertains. However, if there is not a quorum for a Regular Meeting, the remaining Executive Committee Members shall promptly call a Special General Meeting to fill the vacancies. Any vacancy on the Executive Committee that is filled under this clause shall be until the next Annual General Meeting, at which time the election process under clause 6.3 and 6.4 shall again apply to that position on the Executive Committee.

7.1.3 The Executive Committee Members shall serve without remuneration, and no Executive Committee Member shall directly or indirectly receive any profit for acting as an Executive Committee Member, provided that an Executive Committee Member may be paid reasonable expenses incurred by the Executive Committee Member in the performance of the applicable Executive Committee duties.

7.2 Removal of an Executive Committee Member

7.2.1 Notwithstanding clause 6.4, an Executive Committee Member may be automatically removed from office who:

- a) resigns by giving notice in writing; or
- b) is absent from more than three meetings of the TRPFA, if the TRPFA determines, by Majority Vote, that such Executive Committee Member is to be removed from the Executive Committee; or
- c) has his or her Membership terminated as set out in clause 3.6.

7.2.2 Subject to the other provisions of this clause 7.2, the TRPFA shall have the power by a majority of not less than 75% of the votes cast by those Voting Members as

are present at that meeting to remove any Executive Committee Member from office:

- a) who fails to act in concert with the objects or the goals and resolutions of TRPFA;
- b) whose conduct is determined to be improper, unbecoming or likely to discredit or endanger the interest or reputation of the TRPFA; or
- c) who willfully breaches these Bylaws, and any Policies and Procedures of the TRPFA.

7.2.3 No Executive Committee Member shall be removed from office without having been notified in writing of the applicable charge or complaint and without having been given the opportunity to be heard or to submit a statement in writing at the Special General Meeting called for that purpose. That Executive Committee Member may be accompanied by another person if the Executive Committee Member attends that meeting of the TRPFA.

7.2.4 An Executive Committee Member whose removal from office has been recommended shall be notified of the proposed removal and the basis thereof at least fourteen days prior to the called meeting of the TRPFA, and shall be automatically suspended from office until the resolution is dealt with at that meeting. That notice shall either be sent by email or delivered by two Executive Committee Members to that address.

7.2.5 The resolution as decided by the TRPFA is final.

7.2.6 Any Executive Committee Member removed from office shall not be eligible to stand for election or appointment to the Executive Committee for a period of two years from the date of removal.

7.3 Officers of the TRPFA

7.3.1 The Officers of the TRPFA shall consist of the Executive Committee Members.

7.3.2 Two or more persons who are Legally Related may not be Officers at the same time.

7.4 Other Committees

7.4.1 The Executive Committee may appoint committees to assist the TRPFA in its work.

7.4.2 The chairperson of any committee may be an Executive Committee Member of the TRPFA.

ARTICLE 8 FINANCE AND OTHER MANAGEMENT MATTERS

8.1 Registered Office

8.1.1 The office of the TRPFA shall be located within the City of Calgary.

8.2 Finance and Audit

- 8.2.1 The Executive Committee Members, designated under these Bylaws shall be the signing authorities on the TRPFA's bank accounts. Two signatures of Executive Committee Members are required on all cheques. Any cheque payable to an Executive Committee Member or to a person with whom an Executive Committee Member is Legally Related shall not be signed by that Executive Committee Member. Electronic payments such as, e-transfer or credit card, are permitted and must be pre-authorized by two Executive Committee Members.
- 8.2.2 The books, accounts and records of the Secretary and Treasurer shall be audited at least once each year by a duly qualified accountant or by two members of the Association elected for that purpose prior to the Annual Meeting. A complete and proper statement of the standing of the books for the previous year shall be submitted by such auditor at the Annual Meeting of the Association.
- 8.2.3 The audit report contemplated in clause 8.2 shall provide a complete and proper statement of the standing of the books for the preceding Fiscal Year. It shall include:
- a) a statement of whether the auditor has had access to the information required to prepare the audit report;
 - b) a statement of whether the balance sheet and income statement provide an appropriate representation of the financial affairs of the TRPFA; and
 - c) a clear identification of any exceptions discovered during the conduct of the audit.
- 8.2.4 The TRPFA may not borrow any funds for any reason.

8.3 Seal

- 8.3.1 In the event a corporate seal is purchased for use on legal documents, the seal shall be the responsibility of the Chairperson, and whenever used, shall be authenticated by the signatures of the Chairperson and Treasurer.

8.4 Minute Book

- 8.4.1 The Chairperson or Secretary shall maintain and have charge of the Minute Book of the TRPFA, which may be maintained electronically, and shall record or cause to be recorded in it the Minutes of all proceedings of all Meetings.
- 8.4.2 The Minute Book shall contain the following information:
- a) a copy of the Certificate of Incorporation of the TRPFA;
 - b) a copy of the Objects of the TRPFA and any Special Resolution altering the Objects;
 - c) a copy of the Bylaws of the TRPFA and any Special Resolution altering the Bylaws;
 - d) a copy of any Policies and Procedures;

- e) a copy of originals of all documents, registers and resolutions required to be maintained or filed by the Act, other statute or law;
- f) a copy of the audited financial statements for the preceding Fiscal Year; and
- g) a copy of each other document directed by the Executive Committee to be inserted into the Minute Book.

8.5 Inspection of the Books

8.5.1 Subject to any limitations on the disclosure of personal information at law, the books and records of the TRPFA may be inspected by any Regular Member at any time upon giving reasonable notice, at a time satisfactory to the Executive Committee Member having charge of same.

8.6 Liability and Indemnification

8.6.1 Each Executive Committee Member of the TRPFA shall be deemed to have assumed office on the express understanding, agreement and condition that each Executive Committee Member, former Executive Committee Member and any person acting as a designated representative of the TRPFA (and the respective heirs, executors, administrators and estate of each such person) shall from time to time and at all times be indemnified and saved harmless by the TRPFA from and against:

- a) all costs, charges and expenses whatsoever which such person sustains or incurs in or about any action, suit or proceeding that is brought, commenced or prosecuted against that person for or in respect of any act, omission, decision or matter whatsoever in or about the performance of that person's duties; and
- b) all other related costs, charges and expenses in respect to any such act, omission, decision or matter, including, without limitation, reasonable legal costs on a solicitor and its own client basis. However, the indemnification granted in this clause shall not apply insofar as the act, omission, decision, matter or those costs, charges or expenses pertains or results from the fraud, dishonesty, or bad faith of that person. The TRPFA shall acquire and maintain such insurance coverage as the TRPFA reasonably regards as appropriate to enable the TRPFA to fulfill the responsibilities set forth in this clause.

8.6.2 No Executive Committee Member shall be liable for the acts or omissions of any other Executive Committee Member or employee of the TRPFA, or shall be responsible for any loss or damage due to bankruptcy, insolvency or wrongful act of any person, firm, or corporation dealing with the TRPFA, and no Executive Committee Member shall be liable for any loss due to an oversight, error in judgment or an act or omission in that Executive Committee Member's role for the TRPFA, unless and to the extent that the act or omission is due to fraud, dishonesty or bad faith.

8.6.3 Each Executive Committee Member may rely on the accuracy of any statement or report prepared by the auditor of the TRPFA. No Executive Committee Member may be held personally liable for any loss or damage as a result of relying in good faith on that statement or report.

- 8.6.4 No Member shall be liable in the Member's individual capacity for any debt or liability of the TRPFA.

ARTICLE 9 AMENDMENTS

- 9.1** These Bylaws shall not be rescinded, altered or added to except by Special Resolution passed at a General Meeting.
- 9.2** If there is any conflict between the Act and any part of these Bylaws, the provisions of the Act, as applicable, shall prevail and shall have the effect of amending these Bylaws to the extent necessary to remedy that conflict without any action on the part of the TRPFA.
- 9.3** Any question of procedure not provided for in these Bylaws or the Act shall be decided upon by the Executive Committee.

ARTICLE 10 DISSOLUTION

- 10.1** The TRPFA may not pay any dividends or distribute its property among its Members.
- 10.2** The TRPFA shall be dissolved voluntarily if a Special Resolution to that effect is passed by the Regular Members.
- 10.3** At the time of dissolution, any funds held as proceeds of gaming or assets purchased with gaming proceeds will be returned or distributed to another charitable organization with the approval of the Alberta Gaming and Liquor Commission Board.
- 10.4** At the time of dissolution, any remaining non-gaming funds and assets will be donated to a charitable organization.