

**TOWNSITE OF REDWOOD MEADOWS
ADMINISTRATION SOCIETY**

ADMINISTRATION BYLAW

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TOWNSITE OF REDWOOD MEADOWS ADMINISTRATION SOCIETY

BYLAW NO. 2026-006

BEING A BYLAW RESPECTING THE ADMINISTRATION OF THE TOWNSITE OF REDWOOD MEADOWS ADMINISTRATION SOCIETY

WHEREAS:

- A. The Townsite of Redwood Meadows, a community located within specifically designated lands within the Tsuut'ina Nation in the Province of Alberta, is governed by the Society;
- B. The Society is a body incorporated under the *Societies Act* (Alberta) whose business and affairs are managed by a board of directors;
- C. The Society, acting in a manner similar to a local municipal government incorporated under the *Municipal Government Act* (Alberta), has jurisdiction over the governance, administration, and operations of the Townsite pursuant to the rights and authorities delegated to the Society by the Tsuut'ina Nation through the Stewardship Agreement, the Lease Agreements, and the Tax Administration Agreement;
- D. The Society uses the provisions of the Tsuut'ina Agreements, the Lease Agreements, and the provisions of the *Municipal Government Act* (Alberta), as far as may be practical in the circumstances, to define the guiding principles of the governance of the Townsite; and
- E. The Society deems it necessary and expedient to pass this Bylaw for the purpose of providing for the effective governance, organization and administration of the Society, the Townsite, and its residents.

NOW THEREFORE the Townsite of Redwood Meadows Administration Society, in the Province of Alberta, duly assembled, enacts as follows:

ARTICLE 1 - DESIGNATION

1.1 Name of Society

The name of the society is the "Townsite of Redwood Meadows Administration Society".

1.2 Registered Office

The registered office of the Society is: 1 Manyhorses Drive, Redwood Meadows, AB, T3Z 1A2.

ARTICLE 2 - INTERPRETATION

2.1 Definitions

In this Bylaw, so far as the context does not otherwise require:

- (a) "**Act**" means the *Societies Act*, RSA 2000, c. S-14, as amended from time to time;
- (b) "**Annual General Meeting**" means that meeting of the Members to be held as set forth in Article 5.1 hereof;
- (c) "**Business Day**" means a day other than a Saturday, Sunday or statutory holiday in the Province of Alberta;

- (d) **"Bylaw"** means the bylaw of the Society;
- (e) **"Council"** means the board of directors of the Society;
- (f) **"Councillors"** means the directors of the Society elected from time to time and a **"Councillor"** means one of them;
- (g) **"Deputy Mayor"** means that Councillor elected as the Deputy Mayor under this Bylaw;
- (h) **"Election Day"** means annually the third (3rd) Monday of October;
- (i) **"Head Lease"** means the lease between Sarcee as lessee and His Majesty the King in right of Canada, as represented by the Minister of Indian Affairs and Northern Development, respecting the lease of the Townsite lands, dated September 6, 1974, and all amendments thereto including the amendments dated February 4, 1977, May 28, 1984, April 29, 2015, May 10, 2016 and any future amendments, and as further amended by the head lease extension;
- (j) **"Lease Agreements"** means the Head Lease, Master Sublease, and Sub-Sublease;
- (k) **"Leasehold Member"** means a person that has complied with the requirements as set forth in Article 3.1 herein;
- (l) **"Legacy Sublease"** means any and all subleases entered into between a person as a sub-lessee and Sarcee as sub-lessor, with a term of seventy-five (75) years commencing on September 6th, 1974 and expiring on September 5th, 2049, for an individual subdivided leasehold lot located within the Townsite;
- (m) **"Master Sublease"** means the sublease agreement between Sarcee and the Society respecting the Townsite lands, dated April 1, 2021, and includes any successor agreement;
- (n) **"Mayor"** means that Councillor elected as the Mayor under this Bylaw;
- (o) **"Members"** means both the Leasehold Members and the Resident Members of the Society from time to time;
- (p) **"Ordinary Resolution"** means a resolution passed at a meeting of the Society by a simple majority of the votes cast by those Members entitled to vote at the meeting;
- (q) **"Organizational Meeting"** means that meeting of the Council to be held as set forth in Article 7.6 hereof;
- (r) **"Resident Member"** means a person that has complied with the requirements as set forth in Article 3.2 herein;
- (s) **"Sarcee"** means Sarcee Development Ltd. and its successors and assigns;
- (t) **"Secretary"** means that Councillor who may be elected as the Secretary under this Bylaw;
- (u) **"Society"** means the Townsite of Redwood Meadows Administration Society;
- (v) **"Special General Meeting"** means any meeting of the Members other than the Annual General Meeting called in accordance with this Bylaw;
- (w) **"Special Resolution"** means a resolution passed:

- (A) at a meeting of which not less than 21 days notice specifying the intention to propose the resolution has been duly given, and
- (B) by the vote of not less than 75% of those members who, if entitled to do so, vote in person or by proxy.
- (x) **"Stewardship Agreement"** means the stewardship agreement between the Tsuut'ina Nation, Sarcee, and the Society, dated April 1, 2021, respecting the management and administration of the Townsite, and includes any successor agreement;
- (y) **"Sub-sublease"** means any and all of the sub-subleases entered into between a person as sub-sublessee and the Society as sub-sublessor for an individual subdivided leasehold lot located in the Townsite;
- (z) **"Tax Administration Agreement"** means the tax administration agreement between Tsuut'ina Nation and the Society dated April 1, 2021 relating to the Society's authority to carry out the administration of taxation pursuant to the Tsuut'ina Nation tax laws on behalf of the Tsuut'ina Nation within the Townsite, and includes any successor agreement;
- (aa) **"Townsite"** means the Townsite of Redwood Meadows, consisting of lands geographically situated within the Tsuut'ina Nation reserve, the boundaries of which are as described in the Stewardship Agreement;
- (bb) **"Townsite Website"** means the Townsite's official online webpage, currently accessible at <<https://www.redwoodmeadows.ab.ca/>> as may be changed from time to time;
- (cc) **"Tsuut'ina Agreements"** means collectively the Tax Administration Agreement, the Stewardship Agreement, the Master Sublease, and any other corollary agreements or legal instruments between the Tsuut'ina Nation and/or its corporate subsidiary, Sarcee, and the Society relating to the management, operations and administration of the Townsite;
- (dd) **"Treasurer"** means that Councillor who may elected as the Treasurer under this Bylaw.

2.2 **Definitions in Act Apply to Bylaw**

Except where they conflict with the definitions contained in this Bylaw, the definitions in the Act apply to this Bylaw.

2.3 **Context**

Words using the singular number or the masculine gender shall include the plural number or the feminine gender, as the case may be, and vice versa, and references to persons, organizations or corporations shall include individuals, partnerships, firms, societies and corporations, all as the context requires.

2.4 **Repeal and Replace**

The previous Townsite of Redwood Meadows Administration Society Bylaw No. 2016-002, enacted by the Council on May 22, 2020, including all preceding versions, all subsequent amendments and all variations and iterations thereof, is hereby repealed and replaced.

ARTICLE 3 - MEMBERSHIP

3.1 **Leasehold Members of Society**

Any person shall be a Leasehold Member if they satisfy the following requirements:

- (a) being at least eighteen (18) years of age; and

- (b) being a named sub-sublessee on a Sub-sublease or a named sub-lessee on a Legacy Sub-lease.

3.2 **Resident Members of Society**

Any person may become a Resident Member, subject to the person:

- (a) being at least eighteen (18) years of age;
- (b) residing within the geographic boundaries of the Townsite;
- (c) executing the form of membership agreement that the Council may require; and
- (d) further complying with any other requirement imposed by the Council, from time to time.

3.3 **Fees Payable by Members**

Except as otherwise provided for in this Bylaw, there shall be no membership fee payable by Members.

3.4 **Non-Transferability of Membership**

- (a) Membership in the Society is non-transferable.
- (b) The membership of a Leasehold Member is ongoing and does not require affirmation.
- (c) The membership of a Resident Member must be affirmed by the member at such intervals, and through such methods, as required by the Council for the purpose of determining the Resident Member's continued eligibility for membership.

3.5 **Notification of Membership Changes**

Each Member shall notify the Society of:

- (a) any change to the Member's contact information provided to the Society, for the purpose of ensuring the Member's receipt of any notices and other communications sent by the Society;
- (b) the Member's acquisition or disposition of a Sub-sublease interest in real property located within the Townsite; and
- (c) any change to the status of the Member's residency within the Townsite.

ARTICLE 4 - MEMBERSHIP CHANGES

4.1 **Membership Ceasing**

- (a) A Member shall cease to be a Member upon:
 - (i) that Member resigning their membership;
 - (ii) the death of that Member as the case may be; or
 - (iii) the occurrence of an event described in Article 4.1(b) or (d).
- (b) A Leasehold Member shall, subject to Article 4.1(c), cease to be a Member upon ceasing to be a named sub-sublessee on a Sub-sublease or a named sub-lessee on a Legacy Sub-lease.

- (c) A Leasehold Member described in Article 4.1(b) may become a Resident Member if such person continues to reside in the Townsite.
- (d) A Resident Member shall cease to be a Member of the Society upon ceasing to reside within the geographic boundaries of the Townsite.

4.2 **Voluntary Withdrawal of Member**

A Member may terminate its membership in the Society by providing notice in writing of their withdrawal to the Society.

4.3 **Suspension of Member**

A Member may have their membership in the Society suspended by a Special Resolution of the Members.

4.4 **Reinstatement of Member**

A suspended Member may apply, in writing, for reinstatement of their membership, and the application regarding the Member's reinstatement shall be considered by the Council at a subsequent meeting of the Council not more than thirty (30) days following receipt of the application for reinstatement. The suspended Member shall be reinstated to the Society upon a majority vote of the Council approving of the Member's reinstatement.

ARTICLE 5 - MEETINGS OF MEMBERS

5.1 **Annual General Meeting**

The Annual General Meeting of the Society shall be held within six (6) months following the end of the Society's fiscal year, at such time and place, in accordance with the Act, as the Council shall decide.

5.2 **Other Meetings**

The Council may, whenever it thinks fit, convene any other meeting of the Members.

5.3 **Notice of Meetings**

Except as otherwise stated in this Bylaw or required by applicable law, written notice of the time and place of meetings of the Members and the agenda of the business to be transacted (including notice of any Special Resolutions that may be presented) shall be given to each Member, as applicable, at least twenty-one (21) days before the meeting is held.

5.4 **Special General Meetings**

- (a) Special General Meetings of Members shall be called by the Council:
 - (i) at any time when the Council determines it must deal with an urgent or emergency matter that cannot be postponed until the next Annual General Meeting; or
 - (ii) upon notification by the Chief Administrative Officer or Townsite Manager that:
 - (A) a petition signed by no less than 250 Members setting forth the purpose for calling such a meeting has been received; and
 - (B) the Chief Administrative Officer or Townsite Manager, as applicable, has reviewed the petition and determined it to be valid.
- (b) In the event the Chief Administrative Officer, Townsite Manager or Council fails to make a decision or take an action as required in accordance with the timelines established in this Article 5.5, the

petitioning Members may themselves call a Special General Meeting for the purposes set out in the petition.

- (c) Business transacted at a Special General Meeting shall be limited to the purpose for which the Special General Meeting has been called, and which is expressly set out in the notice of the Special General Meeting.

5.5**Petitions**

- (a) A petition submitted by the Members under Article 5.4(a)(ii) shall be deemed valid provided that:
 - (i) it is signed by the required number of petitioners;
 - (ii) it includes the printed name and street address of each petitioner;
 - (iii) it includes each petitioner's signature in ink;
 - (iv) it includes the date that each petitioner signed the petition; and
 - (v) each page of the petition contains an identical statement of the purpose of the petition.
- (b) The Council may not impose further requirements for a petition of Members beyond the requirements described in Article 5.5(a).
- (c) A petition must be submitted to the Townsite Manager or Chief Administrative Officer, who shall:
 - (i) immediately notify the entirety of the Council of the receipt of a petition; and
 - (ii) publicize notice of the receipt of the petition on the Townsite Website.
- (d) The Chief Administrative Officer or Townsite Manager shall decide on the validity of a petition received pursuant to Article 5.4(a)(ii) within fourteen (14) days of its receipt.
- (e) If the Chief Administrative Officer or Townsite Manager decides that the petition is not valid, the Chief Administrative Officer or Townsite Manager, as applicable, must provide, within the fourteen (14) day period, an explanation in writing to the petitioners containing the exact reasons why the petition was found to be invalid, and shall publish such explanation on the Townsite Website.
- (f) The Chief Administrative Officer or Townsite Manager must thereafter provide a reasonable opportunity for the petitioning Members to correct any defects and re-submit a valid petition.
- (g) The Chief Administrative Officer or Townsite Manager shall decide on the validity of any re-submitted petition received within fourteen (14) days of its receipt, and shall provide a written explanation, in accordance with Article 5.5(e), in each instance where the Chief Administrative Officer or Townsite Manager determines the petition not to be valid.
- (h) Upon determining a petition to be valid, the Chief Administrative Officer or Townsite Manager shall publish its determination on the Townsite Website and advise the Council of the receipt of a valid petition, and Council shall call a Special General Meeting within sixty (60) days of the date the valid petition was received by the Chief Administrative Officer or Townsite Manager.
- (i) In the event that the Society does not have a Chief Administrative Officer or Townsite Manager, the roles and responsibilities of the Chief Administrative Officer or Townsite Manager under Article 5.4 and 5.5 shall be exercised by the Mayor.

5.6 **Quorum for Meetings**

A quorum for the transaction of business at any meeting of Members shall consist of no less than thirty (30) Members of the Society physically present in attendance.

5.7 **Error or Omission Does Not Invalidate Meeting**

No error or accidental omission in giving notice to a Member of any meeting of Members or any adjourned meeting shall invalidate such meeting or make void any proceedings taken thereat.

ARTICLE 6 - PROCEEDINGS AT MEMBERS' MEETINGS

6.1 **Meeting Agenda**

The agenda for an Annual General Meeting or Special General Meeting shall be that approved at the meeting.

6.2 **One Vote for Each Member**

Except as otherwise described in this Bylaw, each Member in good standing shall be entitled to one (1) vote on every matter properly put before a meeting for a vote. In the event of a tie, the matter shall be considered defeated.

6.3 **Voting Procedure**

- (a) Unless otherwise required by this Bylaw or pursuant to applicable law, any resolution put before the Members must be supported by not less than a majority of the votes cast, failing which the resolution shall fail.
- (b) Every question shall be decided in the first instance by a show of hands unless a motion is made, seconded and passed by a majority of the votes cast that voting shall be held by a secret ballot.
- (c) In the event of a secret ballot, voting slips shall be distributed, one per eligible vote, including proxies.
- (d) A declaration by the chairperson of the meeting that a resolution has been carried or not carried and an entry to that effect in the minutes of the Society shall be sufficient evidence of the fact without proof of the number or proportion of the vote accorded in favour of or against such resolution.

6.4 **Voting by Proxy**

- (a) Each Member may vote by proxy, provided that the Member or their proxy holder must produce and deposit the proxy holder's appointment with the Council's designated representative by no later than 1:00 p.m. on the Business Day prior to the meeting of Members.
- (b) The form of proxy by which a proxy holder may be appointed for any meeting of Members shall be in the following form:

"Proxy"

The undersigned, being a Member of the Townsite of Redwood Meadows Administration Society (the "Society") hereby nominates, constitutes and appoints [insert name] of [insert address] or in the absence of this person, [insert name], of [insert address] as the undersigned's attorney, representative and/or proxy holder with full power and authority to attend, vote and otherwise act for the undersigned, in the undersigned's name and behalf at the annual (or special) general meeting of the Members of the Society, to be held at _____, on the ____ day of

_____, A.D. 20__ and at any and all adjournments thereof, with full power of substitution, and

The undersigned hereby revokes all other proxies given by, which might be used in respect of such meeting and any and all adjournments thereof.

Given this ____ day of _____, 20__.

[Insert name of Member here]

6.5 **Conduct of Business at Meeting**

Business at all meetings of the Members shall be conducted according to this Bylaw and the rules of order adopted by resolution of the Members and, in the absence of rules so adopted or to the extent that such rules or this Bylaw does not provide, *Robert's Rules of Order* shall govern conduct of the meetings.

6.6 **Chairperson of Member Meetings**

- (a) The Mayor shall preside as the chairperson at every meeting of the Members, but if the Mayor is not present, or for any reason the Mayor refuses or is unable to preside, the Deputy Mayor shall preside. If neither the Mayor nor the Deputy Mayor are present, able or willing to preside, then those Members present at the meeting shall appoint a chairperson to act at that meeting.
- (b) In the event that a vote on a Special Resolution removing the Mayor from Council is occurring at a meeting of the Members, the Mayor shall not be permitted to preside at that meeting, nor shall any other Councillor whose removal from Council is also to be voted on at the meeting.
- (c) Notwithstanding anything to the contrary in this Bylaw, a parliamentary may, at the discretion of the Council, be retained to preside at or oversee the proceedings of meetings of the Members of the Society.

ARTICLE 7 - COMPOSITION OF COUNCIL

7.1 **The Council**

Subject to anything contained to the contrary in this Bylaw, the property and affairs of the Society shall be managed by the Council.

7.2 **Number of Councillors**

The number of Councillors comprising the Council shall be seven (7) Councillors.

7.3 **Election of the Council**

- (a) A portion of the Council shall be elected by the Members annually on the Society's Election Day.
- (b) The election of Councillors shall occur as follows (not including by-elections as per section 7.7):
 - (i) in odd numbered years, the Members of the Society shall elect at least three (3) Councillors;
 - (ii) in even numbered years, the Members of the Society shall elect at least four (4) Councillors.

- (c) The nomination period for Councillors shall open at least forty-five (45) days prior to the Election Day and close fifteen (15) days prior to Election Day.
- (d) Any Member in good standing shall be eligible to be nominated as a Councillor of the Society.
- (e) A nomination for Councillor must:
 - (i) use the nomination form prescribed by the Council;
 - (ii) be supported by no less than five (5) Members in good standing; and
 - (iii) be submitted to the Council or its designate prior to the closing time and date of the nomination period.
- (f) If at the close of the nomination period the number of persons nominated for Councillor is the same as or less than the number required to be elected, the persons nominated shall be declared to be elected to the Council by acclamation.
- (g) If the number of persons nominated for Councillor is greater than the number required to be elected, the election of Councillors shall be conducted using secret ballot. The candidates for Council shall be deemed to be elected in order of those candidates receiving the most votes.
- (h) The Council shall ensure that the Townsite Election Policy is followed to ensure that all necessary arrangements are made to provide for voting stations, ballot boxes, ballots, advance voting and the provision of any other facilities and supplies as may be required to ensure Members receive a sufficient opportunity to vote in each Council election.

7.4 **Situations Where Councillor is Deemed to Not Be a Councillor**

A Councillor shall immediately cease to be a Councillor upon:

- (a) ceasing to be a Member of the Society;
- (b) the Councillor giving their resignation in writing to the Council;
- (c) the Councillor's death;
- (d) being removed by a Special Resolution approved by the Members; or
- (e) failing to attend or participate in five (5) consecutive meetings of the Council of which the Councillor had notice unless the Council has specifically excused the Councillor from attendance.

7.5 **Term of Councillors**

- (a) Unless a Councillor earlier ceases to be a Councillor in accordance with Article 7.4, the term of each Councillor shall be approximately two years, commencing upon the beginning of the Organizational Meeting of the Society following the Councillor's election and expiring immediately before the beginning of the Organizational Meeting of the Society held after the next election for that position on Council, which for greater certainty shall be the election held on the Election Day two (2) years thereafter.
- (b) A Councillor may be re-elected by the Members an unlimited number of times.

7.6 **Organizational Meeting**

- (a) The Council must hold an Organizational Meeting annually not later than two (2) weeks after the

Election Day.

- (b) At each Organizational Meeting, the Council shall, in accordance with the procedural rules adopted by Council:
 - (i) elect Councillors to hold the Executive Positions on Council; and
 - (ii) conduct any other business required to provide for the proper organization of the Society.

7.7 **Councillor Vacancies**

- (a) The Council shall hold a by-election to fill a vacancy created on Council.
- (b) A by-election to fill a vacancy on Council shall be held in accordance with the process established in Article 7.3(c)-(g) and occur on the day fixed by a motion of Council, which shall not be greater than ninety (90) days following the day the Councillor position becomes vacant.
- (c) If a vacancy on Council arises within one hundred twenty (120) days of the expiry of the original term of the vacated Council position, no by-election shall be held, and the election to fill that Council position shall occur on the regularly scheduled date for the election of that Council position.
- (d) A Councillor elected through a by-election shall hold office for the remainder of the period which the Councillor's predecessor would have held office had that predecessor continued in office.

7.8 **Transitional – Term of Existing Councillors**

Notwithstanding any provision to the contrary in this Bylaw, the following rules shall apply with respect to the election and term lengths of the Society's councillors, for the purpose of transitioning the Society to the staggered election of Councillors in accordance with Article 7.3(b):

- (a) the Council position of any Councillor elected as a member of Council prior to June 1st, 2023 shall become open for election on Election Day in 2024;
- (b) the term of any Councillor elected as a member of Council prior to June 1st, 2023, shall expire at the beginning of the Organizational Meeting of the Society held after Election Day in 2024;
- (c) the Council position of any Councillor elected as a member of Council in June 2023 shall become open for election on Election Day in 2025; and
- (d) the term of any Councillor elected as a member of Council in June 2023 shall expire at the beginning of the Organizational Meeting of the Society held after Election Day in 2025.

ARTICLE 8 - TOWNSITE COUNCIL

8.1 **Powers of Council**

The Council may exercise all powers and do all acts and things as the Society may exercise and do, including exercising such powers and doing such acts and things as delegated to the Society or authorized by the Tsuut'ina Agreements and Lease Agreements, except acts or things required to be done by the Members, as specified in this Bylaw or by the Act or as lawfully directed or required.

8.2 **Council and Townsite Rules**

The Council may, consistent with its authority under the Tsuut'ina Agreements and the Lease Agreements, as applicable, make rules and pass bylaws respecting:

- (a) procedures for calling meetings and the conduct of business at those meetings;
- (b) the appointment, removal, functions, powers, duties and remuneration of the Chief Administrative Officer or Townsite Manager of the Society;
- (c) the safety, health and welfare of Townsite residents and the protection of people and property;
- (d) services provided by or on behalf of the Society;
- (e) transport and transportation systems;
- (f) the assessment and collection of taxes;
- (g) the enforcement of rules and bylaws;
- (h) the administration, development, governance, planning and organization of the Townsite; and
- (i) any other subject matter consistent with a municipal purpose and authorized under the Tsuut'ina Agreements and/or the Lease Agreements.

8.3 Payment to Councillors

No Councillor shall be paid for being or acting as a Councillor unless such payment is approved by a Special Resolution of the Members, but a Councillor may be reimbursed for all expenses necessarily and reasonably incurred while engaged in the affairs of the Society.

8.4 Council Expenditures

The Council shall have the power to make expenditures for the purpose of furthering the objectives of the Society.

8.5 Duty of Care of Councillors

- (a) Subject to the Act and the law generally, every Councillor in exercising the Councillor's powers and discharging the Councillor's duties shall:
 - (i) act honestly and in good faith with a view to the best interests of the Society, and
 - (ii) exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.
- (b) Every Councillor shall comply with the Act, the regulations, this Bylaw and any other rules and bylaws adopted by the Society.

8.6 Compliance with Code of Conduct

The Council may develop a code of conduct respecting certain obligations and expectations of the Councillors from time to time. Each Councillor shall abide by this code of conduct, as it may be amended or replaced, from time to time.

ARTICLE 9 - PROCEEDINGS OF COUNCIL MEETINGS

9.1 Frequency and Location of Council Meetings

- (a) Meetings of the Council may be held at any time and place as determined by the Mayor in consultation with Council, provided that:

- (i) meetings of the Council shall be held at least once per month; and
 - (ii) meeting shall be held in accordance with those procedures and other rules relating to the frequency and location of meetings as adopted by the Council.
- (b) Meetings of the Council shall be open to all Members of the Society to attend.

9.2 **Notice of Council Meetings**

- (a) Notice of the time and place of a meeting of the Council shall be given to each Councillor at least three (3) Business Days prior to the meeting.
- (b) A Councillor may, at any time, waive notice of any such meeting and may ratify, approve, and confirm any or all proceedings taken or had thereat.
- (c) The time and place of Council meetings shall be advertised generally to Members to promote their attendance using the Townsite Website and such other advertisement methods as may be adopted by the Society from time to time.

9.3 **Quorum for Meeting**

A quorum for all meetings of the Council shall be a majority of the currently elected Councillors.

9.4 **Voting on Matters**

Except as otherwise described in this Bylaw or the procedural rules adopted by the Council, a majority of votes cast at a meeting of the Council shall be required to pass all motions or resolutions of the Council.

9.5 **No Casting Vote**

The Mayor shall have the right to vote on any question, but may only cast one (1) vote that shall be cast at such time as the other votes are cast.

9.6 **Tie Vote**

In the event of a tie vote, the motion shall be declared lost.

9.7 **Conduct at Council Meetings**

Meetings of the Council shall be conducted according to this Bylaw and the procedural rules adopted by the Council and, in the absence of rules so adopted or to the extent that such rules or this Bylaw does not provide direction, *Robert's Rules of Order* shall govern conduct of the meetings.

9.8 **Irregularities in Notice**

Irregularities in the notice of any meeting or the accidental omission to give a notice to or the non-receipt of a notice by any Councillor shall not invalidate any resolution passed or any of the proceedings taken at any meeting of the Council.

9.9 **Conflict of Interest**

A Councillor shall not vote on a matter in which that Councillor has a conflict of interest. Where a Councillor believes a conflict of interest on a given matter exists, that Councillor shall make that declaration at a meeting. The majority of the rest of the Councillors in attendance at the meeting shall determine whether the Councillor in question shall be allowed to remain in attendance for that part of the meeting and vote on the matter discussed. Should such determination be that a conflict exists, the Councillor will be asked to leave the room for that part of the meeting

where the matter in question is discussed. In the event that a Councillor or Councillors are asked to leave the room for part of the meeting due to a determination of a conflict, resolutions may be passed on the subject regarding such conflict by the majority of those remaining at the meeting.

9.10 **In Camera Council Meeting Sessions**

- (a) The Council shall have the right to hold all or a portion of a Council meeting in private, to the exclusion of anyone else, including, without limitation, any officers, employees or Members of the Society, in accordance with the procedural rules adopted by the Council.
- (b) When a Council meeting is closed to the public, no motion may be passed at the meeting, except a motion to revert to a meeting of the Council held in public.

ARTICLE 10 - CREATION OF CERTAIN EXECUTIVE POSITIONS

10.1 **Election of Positions**

- (a) The Council shall nominate and elect, from amongst those sitting as Councillors, the following positions:
 - (i) the Mayor;
 - (ii) the Deputy Mayor;
 - (iii) the Secretary; and
 - (iv) the Treasurer;(each an “**Executive Position**”)

at the Organizational Meeting of the Council following the election of Councillors.
- (b) Nominations for Executive Positions shall be made by those Councillors present and voting shall be conducted by secret ballot. The Councillor receiving the most votes cast per position shall be elected to that position.
- (c) The Council, in their discretion, may remove any person elected under Article 10.1(a), with or without cause, at any time by a majority vote. Notwithstanding the removal of any Councillor from an Executive Position in Article 10.1, this removal does not remove the Councillor as being a member of the Council.
- (d) Each person elected by the Council in this Article 10.1 shall hold office until:
 - (i) a successor is elected by the Council;
 - (ii) their resignation; or
 - (iii) their removal by the Council.whichever first occurs.
- (e) In the event that an Executive Position described in Article 10.1(a) becomes vacant, the Council shall hold a vote in accordance with Article 10.1(b) to fill the vacancy at the next meeting of the Council.

10.2 **Restrictions on Council Positions**

The only Executive Positions that may be held by the same Councillor at the same time are the Treasurer and Secretary.

10.3 Mayor

Without limiting anything contained in this Bylaw, the Mayor shall:

- (a) except as otherwise provided in this Bylaw, preside over each meeting of Council and of the Members, and in doing so shall be the chairperson of such meetings;
- (b) act as the official spokesperson for the Society, provided that the Mayor may delegate such authority to the Deputy Mayor or any other member of the Council;
- (c) vote on all matters before the Council;
- (d) be an ex-officio member of all committees of the Society that may be created from time to time. Notwithstanding the membership ex-officio of any committee:
 - (i) the Mayor shall not have any voting rights at any committee meeting unless the Mayor is appointed by the Council to be a member of the committee beyond its capacity as a member ex-officio; and
 - (ii) the Mayor shall not be a chairperson of the committee unless the members of the committee agree that the Mayor shall be the chairperson of the committee; and
- (e) exercise such other powers and authority and shall perform such other duties as may from time to time be prescribed by the Council.

10.4 Deputy Mayor

The Deputy Mayor shall:

- (a) have the powers of the Mayor, in the absence or inability of the Mayor to discharge its duties;
- (b) assist the Mayor in the performance of the Mayor's duties;
- (c) exercise such other powers and authority and shall perform such other duties as may from time to time be prescribed by the Council.

10.5 Secretary

The Secretary shall:

- (a) be subject to the direction and oversight of the Mayor;
- (b) ensure that all corporate records of the Society contemplated within the Act or this Bylaw are rendered to the Council or the Chief Administrative Officer or Townsite Manager whenever so directed;
- (c) ensure that a recording secretary is present at all meetings of the Council and committees of the Council, and that such recording secretary shall enter or cause to be entered in records kept for that purpose, minutes of all proceedings at such meetings;
- (d) be the custodian of the corporate seal, if any, of the Society and have charge of all books, papers, reports, certificates, records, documents, registers and instruments belonging to the Society;

- (e) be responsible for registering or filing of, or causing to be registered or filed, all reports, certificates and all of the documents required by law to be registered or filed by the Society; and
- (f) exercise such other powers and authority and shall perform such other duties as may from time to time be prescribed by the Council.

10.6 **Treasurer**

The Treasurer shall:

- (a) be subject to the direction and oversight of the Mayor;
- (b) render to the Council, whenever so directed, an account of all financial transactions and of the financial position of the Society;
- (c) keep or cause to be kept proper accounting records in compliance with the Act and shall be responsible to ensure the deposit of monies and other valuable effects of the Society in the name and to the credit of the Society in such banks or other depositories as the Council may from time to time designate;
- (d) shall be responsible for the disbursement of the funds of the Society; and
- (e) exercise such other powers and authority and shall perform such other duties as may from time to time be prescribed by the Council.

ARTICLE 11 - CHIEF ADMINISTRATIVE OFFICER/TOWNSITE MANAGER

11.1 **Appointment of Chief Administrative Officer or Townsite Manager**

- (a) The Council may retain an individual to serve as either the:
 - (i) Chief Administrative Officer; or
 - (ii) Townsite Manager.
- (b) The Council shall determine the remuneration, duties, and other terms and conditions relating to the retention of the Chief Administrative Officer or Townsite Manager.

ARTICLE 12 - COMMITTEES

12.1 **Delegation of Council Powers**

The Council may delegate some, but not all, of its powers to committees as it thinks fit. Notwithstanding any delegation of its powers, the Council remains responsible and accountable for all decisions made by the Society.

12.2 **Council Committees**

The Council may appoint standing or *ad hoc* committees that it deems necessary consisting of Members and others and may assign duties and responsibilities to the committees that are not inconsistent with the Act. The committee shall formulate its own rules of procedure, subject to any regulations or directions the Council may from time to time issue governing their conduct.

12.3 **Committee Roles**

A committee appointed by the Council shall act in a strictly advisory capacity and may not make decisions on behalf of the Society.

12.4 **Councillors on Committees**

At least one (1) Councillor shall be a member of each committee.

12.5 **Committees Accountable to Council**

All such committees shall be accountable to the Society through the Council. Any committee member may be removed for any reason by a majority vote of the Council.

ARTICLE 13 - AUDITOR

13.1 **Annual Audit**

The Society shall appoint an auditor and the books and records will be audited annually as soon as possible after each fiscal year end of the Society.

13.2 **Appointment of Auditor**

The auditor shall be recommended by the Council and approved by the Society.

13.3 **Notification of Auditor Appointment**

The auditor shall be promptly informed in writing of the auditor's appointment or removal.

13.4 **Auditor Attendance at Annual General Meeting**

The auditor may attend Annual General Meetings.

ARTICLE 14 - SEAL

14.1 **Seal**

The Council may provide a seal for the Society and it shall have power from time to time to change such seal.

14.2 **Seal Affixation**

The seal shall be affixed only when authorized by a resolution of the Council, and then only in the presence of the persons prescribed in the resolution, or if no persons are prescribed, in the presence of any two (2) members of Council holding an Executive Position or one member of Council holding an Executive Position and either the Chief Administrative Officer or Townsite Manager.

ARTICLE 15 - FINANCIAL ACTIVITIES AND OPERATIONS

15.1 **Execution of Documents**

A contract or other record, certificate, document, or instrument to be signed by the Society must be signed by any two (2) members of Council holding an Executive Position or one member of Council holding an Executive Position and either the Chief Administrative Officer or Townsite Manager.

15.2 **Borrowing by Society**

- (a) For the purposes of the Society, the Council may, on behalf of and in the name of the Society, raise or secure the payment or repayment of money in any manner it decides, and in particular, but without limiting the foregoing, by the issue of debentures, provided however, that no debenture shall be issued without being approved by Special Resolution.

- (b) Without limiting the foregoing, the Council is authorized to secure financing with one or more financial institutions, for the operational expenses and capital projects of the Townsite, subject to the following limitations:
 - (i) the total operational financing shall not exceed fifty (50%) percent of the Society's prior fiscal year's tax revenue; and
 - (ii) financing for capital projects with repayment term in excess of sixty (60) months shall require the prior approval of an Ordinary Resolution of the Members.
- (c) In the event that a local state of emergency is declared by a government authority having jurisdiction, including the Tsuut'ina Nation, the Council may, unless prohibited by the Act:
 - (i) borrow, levy, appropriate and expend all sums required for the operation of the Redwood Meadows Disaster Services Agency; and
 - (ii) enter into agreements with and make payments of grants, or both, to persons or organizations for the provision of services for the development or implementation of emergency plans or programs, including mutual aid plans and programs,without the prior approval of the Members.

15.3 **Debt Limit**

The Society's total operating and capital debt shall not exceed 1.5 times the Society's previous year's revenue.

15.4 **Lending by Society**

The Society may only loan money to the Redwood Meadows Community Association and Redwood Meadows Firefighters Association.

15.5 **No Personal Gain of Members or Councillors**

The Society shall conduct its activities without the purpose of personal gain for any of its Members or Councillors, except as otherwise specifically stated in this Bylaw. Any income or other assets of the Society shall be used in carrying out the Society's objects.

15.6 **Fiscal Year of Society**

The fiscal year of the Society shall terminate on the 31st day of December and the financial statements of the Society's affairs for presentation to the Members at the Annual General Meeting shall be made up to that date.

ARTICLE 16 - TAXATION

16.1 **Authority for Budgeting, Collection and Distribution**

In accordance with the Tsuut'ina Agreements and the powers delegated to the Society therefrom, and without limiting the authorities granted to the Society pursuant to such agreements:

- (a) the Society assumes responsibility and accountability for the budgeting, collection and distribution of comparable taxes to other similar municipalities in order to provide the necessary municipal type services for the Townsite; and
- (b) the Society has the authority and responsibility to negotiate with the Government of Alberta on all matters related to the raising, administration and distribution of taxes related to education.

ARTICLE 17 - PROPERTY VALUE PROTECTION FUND

17.1 **Property Value Protection Fund**

The Council is hereby specifically authorized to:

- (a) establish and maintain a Property Value Protection Fund (the "***Fund***") and collect from every Sub-subleased lot and Legacy Sublease lot a contribution to the Fund an annual monthly contribution determined and confirmed at the Annual General Meeting (AGM) by the Society members to be enforced for the following fiscal year.
- (b) review the contribution amounts and the financial status of the Fund;
- (c) manage the Fund, through an appropriate management body, until the Fund can be used as a partial or complete payment to:
 - (i) secure an extension of the Master Sublease;
 - (ii) secure an option to renew the Master Sublease; or
 - (iii) pay an equal lump sum payment per each contributing Sub-subleased lot and Legacy Sublease lot in the Townsite in the event of the termination of the Master Sublease.

17.2 **Contributions Required**

Contributions to the Fund are compulsory, will be the same for every Sub-subleased lot, and shall be made on either a monthly or annual basis.

17.3 **Increase in Fund Contributions**

Any increase to the contribution amounts to the Fund required under this Article 17 must be approved at a meeting of the Members by an Special Resolution of the Leasehold Members.

17.4 **Liquidation of Fund**

- (a) Any use of the Fund for any purpose other than those described in Article 17.1(c) must be approved by a Special Resolution of the Leasehold Members.
- (b) Notwithstanding any other provision in this Bylaw, at least fifty (50%) of Leasehold Members must participate in the vote, either in person or by proxy, required under Article 17.4(a) for the vote and the Special Resolution to be valid and binding on the Society.

ARTICLE 18 - MINUTES

18.1 **Minutes to be Entered**

The Councillors shall cause minutes to be entered in books provided for the purpose of recording:

- (a) all elections to Council Executive Positions;
- (b) all names of all Councillors present at each meeting of the Council; and
- (c) all resolutions and proceedings of meetings of the Members and of the Council.

18.2 **Minutes Endorsed by Chair**

Any minutes of the Members and the Council, if signed by the chairperson of that meeting or the chairperson of the next succeeding meeting, shall be receivable as *prima facie* evidence of the matters stated in such minutes.

ARTICLE 19 - INDEMNIFICATION

19.1 **Indemnification of Councillors, Officers, Employees and Agents**

- (a) Subject to the provisions of the Act, each Councillor, officer, employee or agent of the Society shall be indemnified by the Society against any costs, charges or expenses reasonably incurred by the Councillor, officer, employee or agent in connection with any action, suit or proceeding to which such person may be made a party by reason of their being, or having been a Councillor, officer, employee or agent of the Society, except in relation to matters as to which they shall be finally adjudged in such action, suit or proceeding to have been derelict in the performance of their duty as a Councillor, officer, employee or agent.
- (b) For the purposes of Article 19.1(a), "derelict" shall mean grossly negligent, criminally negligent, or intentionally engaged in tortious conduct with the intent to defraud, deceive, misrepresent or take advantage improperly of an opportunity available to the Society.

19.2 **Council Authorization to Give Indemnities**

Subject to the provisions of the Act, the Council is authorized from time to time to give indemnities to any Councillor or other person who has undertaken or is about to undertake any liability on behalf of the Society, and to secure such Councillor or other person against loss by mortgage or charge on the whole or any part of the real and personal property of the Society by way of security, and any action from time to time taken by the Councillors under this paragraph shall not require approval or confirmation by the Members.

19.3 **Early Advance of Indemnification Funds**

Expenses incurred with respect to any claim, action, suit or proceeding may be advanced by the Society prior to the final disposition thereof at the discretion of the Council, and upon receipt of an undertaking satisfactory in form and amount to the Council by or on behalf of the recipient to repay such amount, unless it is ultimately determined that he is entitled to indemnification hereunder.

19.4 **Councillor or Officer Failure to Comply with Act or Bylaw**

Subject to Section 19.1, the failure of a Councillor or officer of the Society to comply with the provisions of the Act or of this Bylaw shall not invalidate any indemnity to which they are entitled under this Article 19.

19.5 **Insurance**

The Society may purchase and maintain insurance for the benefit of any or all Councillors, officers, employees or agents against personal liability incurred by any such person as a Councillor, officer, employee or agent.

ARTICLE 20 - NOTICE

20.1 **People Entitled to Notice of Meetings**

Notice of an Annual General Meeting or Special General Meeting shall be given to every person shown on the register of Members as a Member on the day notice is given.

20.2 **Method of Providing Notice**

Any notice which is required or permitted to be given under this Bylaw shall be in writing and shall be:

- (a) delivered personally or mailed by regular mail to the address of the recipient, to whom is it intended, last known to the Society as recorded on its books or records; or
- (b) sent by electronic mail to the electronic mail address of the recipient last known to the Society as recorded on its books or records.

The Society may further publicize notice of a meeting of the Members through the Townsite Website, social media, community newsletters, bulletin boards, and via other mediums accessible to Members of the Society.

20.3 **Deemed Delivery of Notice**

- (a) Any notice delivered before 4:30 p.m. (local time) on a Business Day shall be deemed to have been received on the date of delivery.
- (b) Any notice delivered or sent by electronic mail after 4:30 p.m. (local time) on a Business Day or delivered on a day other than a Business Day, as the case may be, shall be deemed to have been received on the next Business Day. Any notice mailed by regular mail shall be deemed to have been received four (4) days after the date it is postmarked.
- (c) Further, if normal mail service is interrupted by strike, slow-down, force majeure or other cause after a notice has been sent by regular mail, such notice will not be deemed to be received until actually received. In the event that normal mail service is impaired at the time of sending a notice, then the other means of sending such notice shall be the only effective means of giving notice.

ARTICLE 21 - RECORD KEEPING AND INSPECTION BY MEMBERS

21.1 **Corporate Minute Book**

The Council shall cause to be maintained a corporate minute book containing the following:

- (a) the certificate of incorporation of the Society;
- (b) the mission statement of the Society;
- (c) this Bylaw and any alterations of this Bylaw;
- (d) the audited financial statements for the preceding fiscal year;
- (e) all documents, reports and resolutions required to be maintained or filed by the Act; and
- (f) such other document directed by the Council to be inserted into the minute book.

21.2 **Inspection of Books by Members**

Any Member may inspect those books and records of the Society to which Members are entitled to disclosure under the Act upon giving no less than five (5) days' written notice to the Council and arranging a satisfactory time.

21.3 **Inspection of Books by Council**

Each Councillor shall, at all times, have access to all books and records of the Society.

ARTICLE 22 - DISPUTE RESOLUTION

22.1 Mediation and Arbitration

Disputes or controversies among Members, Councillors, officers, committee members, or volunteers of the Society are as much as possible to be resolved in accordance with mediation and arbitration provisions in Section 22.2 of this Bylaw.

22.2 Dispute Resolution Mechanism

In the event that a dispute or controversy among Members, Councillors, officers, committee members, or volunteers of the Society arising out of or related to this Bylaw or the operations of the Society is not resolved in private meetings between the parties, then without prejudice to or in any other way derogating from the rights of the Members, Councillors, officers, committee members, or volunteers of the Society, and as an alternative to such person instituting a lawsuit or legal action, such dispute or controversy shall be settled by a process of dispute resolution as follows:

- (a) the dispute or controversy shall first be submitted to a panel of mediators whereby the one party appoints one mediator, the other party (or if applicable, the Council) appoints one mediator, and the two mediators so appointed jointly appoint a third mediator. The three mediators will then meet with the parties in question in an attempt to mediate a resolution between the parties.
- (b) the number of mediators may be reduced from three to one or two upon agreement of the parties.
- (c) if the parties are not successful in resolving the dispute through mediation, then the parties agree that the dispute shall be settled by arbitration before a single arbitrator, who shall not be any one of the mediators referred to above, in accordance with the *Arbitration Act* (Alberta) or as otherwise agreed upon by the parties to the dispute. The parties agree that all proceedings relating to arbitration shall be kept confidential and there shall be no disclosure of any kind. The decision of the arbitrator shall be final and binding and shall not be subject to appeal on a question of fact, law or mixed fact and law.
- (d) all costs of the mediators appointed in accordance with this section shall be borne equally by the parties to the dispute or the controversy. All costs of the arbitrators appointed in accordance with this section shall be borne by such parties as may be determined by the arbitrators.

ARTICLE 23 - BYLAWS

23.1 Alteration of Bylaw

This Bylaw may be rescinded, altered or added to by a Special Resolution.

ARTICLE 24 - CONFLICT WITH SOCIETIES ACT

24.1 Conflict with Societies Act

In the event of any inconsistency between this Bylaw and the *Societies Act*, the provisions of the *Societies Act* shall prevail.

ARTICLE 25 - DISSOLUTION OF SOCIETY

25.1 Special Resolution to Dissolve

The Society may only be dissolved by Special Resolution.

25.2 Transition to Municipality

In the event of the Townsite becomes a municipality incorporated under either federal or provincial law, the Society shall take all necessary steps towards:

- (a) dissolving the Society; and
- (b) transferring the Society's assets and liabilities to the newly formed municipality.

Bylaw 2026-006 Passed June 17th, 2026, at the Annual General Meeting of the Townsite of Redwood Meadows Administration Society.

Mayor – Sam Jackson

Secretary – Curtis Carriere