



Bylaws

September 1, 2014

1. NAME

- 1.1 The name of the organization shall be the Alberta Low Impact Development Partnership Society, and is hereinafter referred to as ALIDP.

2. HEAD OFFICE

- 2.1 The head office of ALIDP shall be located at the City of Calgary Water Centre, (625 25th Avenue SE, Calgary, Alberta, T2G 4K8) unless otherwise directed by a majority vote of the Board of Directors.

3. PARTNERSHIP AND FEES

- 3.1 Partnership of **ALIDP** shall be open to all individuals over the age of 18 years, institutions including but not limited to municipal governments, the Government of Alberta and the Government of Canada, corporations and organizations whose interests are consistent with the objectives of **ALIDP**.
- 3.2 **ALIDP** shall consist of Municipal Government Partners, Federal Government Partners, Provincial Government Partners, Non Profit Group Partners, Academia, Corporate Partners, Vendor Partners and Individual Partners as follows:
- 3.2.1 **Municipal Government Partners** are appointed representatives from partner municipalities.
- 3.2.2 **Federal Government Partners** are appointed representatives from the federal government and its agencies.
- 3.2.3 **Provincial Government Partners** are appointed representatives from the provincial government and its agencies.
- 3.2.4 **Non Profit Group Partners** are appointed representatives from Watershed Planning and Advisory Councils (WPACs), watershed stewardship groups (WSGs) and other non profit groups who desire to become partners of ALIDP.
- 3.2.5 **Corporate Partners** are appointed representatives from corporations who desire to become partners of ALIDP.
- 3.2.6 **Vendor Partners** are appointed representatives from corporations who desire to become partners of ALIDP.
- 3.2.7 **Individual Partners** are any person 18 years of age or older with an unselfish interest in the purpose and objectives of the ALIDP.
- 3.2.8 Partnership fees, if any, shall be determined, from time to time, by the Board of

Directors and approved by the Partners at a general meeting.

- 3.3 The Board of Directors shall by majority vote at a Board meeting determine whether an applicant may become a partner. The partnership fees, if any must be paid in full before an applicant will be included on the list of partners.
- 3.4 A partner in good standing is a partner who is not in default of any fees payable to ALIDP and who has not been disbarred from partnership by a $\frac{3}{4}$ majority vote of the Board of Directors confirmed by a majority vote at the next general meeting of ALIDP.
- 3.5 A partner wishing to withdraw from partnership may do so by notifying in writing the Board of Directors through the Secretary. No reimbursement of any fees or any portion of any fees shall be made without authorization of the Board of Directors. Such authorization shall not normally be granted.
- 3.6 If a partner is in arrears of fees for any year, such partner shall have their partnership automatically revoked on the first day of the seventh month following the expiration date and shall thereafter be entitled to no partnership privileges or powers of ALIDP until reinstated.
- 3.7 Any partner may be expelled from partnership for any cause which the Board of Directors may deem reasonable. Such expulsion may be reversed by the majority vote of the partners in good standing at a general meeting subsequent to the expulsion.
- 3.8 A partner who is expelled may be disbarred from partnership as determined by a majority of partners in good standing at a general meeting.

4. PRESIDENT

- 4.1 The President shall be an ex-officio member of all Committees.
- 4.2 The President shall, when present preside over all meetings of ALIDP and of the Board of Directors. In the President's absence, the Vice-President shall preside at any such meetings. In the absence of both, a chairperson may be elected at the meeting to preside.
- 4.3 The President and Vice-President may act as co-chairs at general meetings.

5. BOARD OF DIRECTORS

- 5.1 The Board of Directors (Board) shall be elected from the partnership at the annual general meeting and shall include 9 (nine) Directors.
- 5.2 Any partner in good standing is eligible for election as a Director.
- 5.3 Officers shall be elected by the Directors at the first Board meeting following the

annual general meeting, to the positions of the President, the Vice-President, the Secretary and the Treasurer.

- 5.4 The Officers shall perform the functions of the Executive Committee.
- 5.5 The Executive Committee shall have all the powers of the Board and may exercise those powers which may be lawfully delegated when the Board is not constituted except for policy making, which shall be formulated only by the Board. A majority of the Executive Committee shall constitute a quorum for the transaction of business by such committee. ALIDP's Steering Committee shall become the Executive Committee until the first Annual General Meeting where a Board and Executive Committee shall be elected.
- 5.6 The Executive Committee is responsible for the on-going operations of ALIDP. It shall make decisions on matters such as overall management, recruitment of partners, funding and fund allocation, hiring of any employees or consultants, and is responsible for the liaison with other Committees of ALIDP. The Executive Committee shall meet biweekly or monthly, at the call of the Chair.
- 5.7 The Board shall, subject to the bylaws or directions given by majority vote at any meeting properly called and constituted, have full control and management of the affairs of ALIDP.
- 5.8 Meetings of the Board shall be held as often as may be required, but at least once every three months, and shall be called by the President.
- 5.9 A Special Meeting of the Board may be called on the instructions of any two Board partners in good standing provided they request the President in writing to call such a meeting, and state the business to be brought before the meeting.
- 5.10 Meetings of the Board shall be called by 10 business days notice in writing mailed to each partner or by three business days notice by fax, email or telephone.
- 5.11 A majority of the Directors of the Board shall constitute a quorum, and meetings shall be held without notice if a quorum of the Board is present, provided however, that any business transactions at such a meeting shall be ratified at the next regularly called meeting of the Board, otherwise they shall be null and void.
- 5.12 The term of office for a Director is three (3) years. Each Director shall hold office for no more than one (1) term without being re-elected. The terms of office shall be staggered so that one-third of the Board positions are subject to election each year.
- 5.13 All retiring Directors shall be eligible for re-election.
- 5.14 The Board shall, in advance of each Annual General Meeting, appoint a Nominating Committee whose function it shall be to prepare, in advance of each Annual Meeting, a

list of names of partners in good standing that are willing to serve as Directors. The Nominating Committee shall endeavour to establish a sufficient number of nominations that there is at least one partner nominated for each vacancy on the Board.

- 5.15 A Director may resign from the Board before the expiration of his term by notifying in writing the Board through its Secretary.
- 5.16 In the event that a vacancy occurs on the Board, the vacancy may be filled from among the partners in good standing by a majority vote of the Board. The term of office shall terminate on the date of expiry of the term of the original incumbent so as to maintain the staggered terms of office of the Directors.
- 5.17 The Board may ask an Officer or Director to step down from their position if that person has missed three (3) consecutive board meetings. A Director may also be asked to step down, if in the opinion of the Board, that person has repeatedly neglected to carry out their assigned committee duties.

6. VICE-PRESIDENT

- 6.1 In the President's absence, the Vice-President shall have the duties and responsibilities of the President.

7. SECRETARY

- 7.1 The Secretary will be the official contact officer, who will be responsible generally for the drafting of the Board's correspondence and literature.
- 7.2 The Secretary shall:
- i. keep a written record of the proceedings at meetings;
 - ii. attend to and keep a record of the correspondence of ALIDP;
 - iii. present all correspondence received at the next applicable meeting.
 - iv. have charge of the Seal of ALIDP, and certify all documents required to be certified,
 - v. send out renewal notices,
 - vi. maintain an up-to-date mailing list and partnership records.

- 7.3 The Secretary may delegate these duties as needed.

8. TREASURER

- 8.1 The Treasurer shall be responsible for advising the Board and the Executive Committee on fiscal matters.

8.2 The Treasurer shall be responsible for the safe custody of all financial books and records and must release no information from these books except as authorized by the Board.

8.3 The Treasurer shall:

- i. attend to the collection and recording of any monies due and shall certify as to the accuracy of all bills and vouchers presented for payment,
- ii. prepare a statement of the financial standing on the request of the Executive Committee and for every Annual General Meeting,
- iii. deposit funds in an accredited bank, credit union or trust account in which funds are guaranteed by the government,
- iv. send out all receipts and payments from the accounts payable, and
- v. complete a financial summary of the Annual General Meeting.

9. AUDITOR

9.1 The Executive Committee may either contract with an accountant to audit the financial records or designate two (2) partners of ALIDP to audit them, one of whom shall not be a member of the executive and is named the auditor. The books and records of the Treasurer shall be audited and a report submitted by the Auditor to the Executive Committee and to the general partnership at the next Annual General Meeting.

9.2 Any Partner in Good Standing is allowed to examine the books at a reasonable time if they have submitted the request in writing to the Secretary and the information is public information. The Executive Committee member at all reasonable times shall have access to such books and records.

10. COMMITTEES

10.1 The Board shall set up such standing and temporary committees that they deem necessary to adequately serve the needs of ALIDP. Each standing or temporary committee shall consist of a Chairperson to be named by the Board and committee members recruited by the Chairperson. A temporary committee shall exist only so long as it serves a current, useful purpose. A temporary committee may be dissolved by the Board if in the Board's opinion it no longer serves the current, useful description above.

10.2 The Executive Committee and any other committees established by the Board may transact business at a meeting, by a telephone conference call, fax, e-mail, or by any other method of communication in accordance with standard business practices.

10.3 The **Technical Committee** shall be a standing committee of ALIDP, and shall consist of technical experts within the partnership and shall provide information and technical

advice and recommendations to the Partners. The responsibilities of the Technical Committee include:

- i. Reviewing and comparing available hydrologic tools and models that can be used for planning, design and performance assessment of stormwater source control practices;
- ii. Providing peer review of pilot studies and associated documentation;
- iii. Dealing with and resolving technical issues as required; and
- iv. Providing technical support to ALIDP.

10.4 The **Communications Committee** shall be a standing committee of ALIDP and shall consist of communications and technical experts within the Stakeholder group Committee, and shall provide recommendations on various communications issues. The responsibilities of the Communications Committee shall include:

- i. Developing the Public education and Outreach program to foster increased stakeholder understanding, support and acceptance of LID practices;
- ii. Creating a forum for exchange of information among partners;
- iii. Developing educational workshops for target audiences;
- iv. Facilitating partner support and coalition building processes;
- v. Developing and delivering educational programs;
- vi. Developing communication and presentation materials as required;
- vii. Promoting ALIDP's purpose and objectives; and
- viii. Expanding partnership.

10.5 The ALIDP recognizes the importance of, and values, education and continuous learning in pursuit of healthier watersheds and establishes the ALIDP Scholarship Trust Program for advancement of education in the field of low impact development. The **Scholarship Committee** shall be a standing committee of ALIDP responsible for selecting scholarship award recipients. Composition of the Scholarship Committee shall be as defined in the ALIDP Scholarship Trust Program. Responsibilities of the Scholarship Committee shall include:

- i. Administration of the Scholarship Trust Program;
- ii. Review of scholarship applications and to make recommendation to the Board on award of scholarships;
- iii. Other responsibilities as defined in the Scholarship Trust Program.

11. MEETINGS

11.1 The **Annual General Meeting** of ALIDP shall be held no later than 8 months following the end of each fiscal year and notice thereof shall be mailed or distributed electronically by email or facsimile at least thirty (30) days prior to the date of the meeting. Said notice should contain the Agenda and the names of Partners nominated in advance for election as Directors. Each Partner in Good Standing shall have one (1) vote. No single individual can have more than one (1) vote regardless of Partnership status. Proxies will be permitted for Special Resolutions only. Proxies must be in

written form and must contain the stated “Special Resolutions”, a provision to indicate the vote, the date, and the partner’s name and signature.

- 11.2 At every Annual General Meeting, in addition to any other business that may be transacted, the report of the Directors, the financial statement and the minutes of the previous elections meeting and the report of the auditors shall be presented.
- 11.3 **General Meetings** may be called at any time by the Secretary upon the instructions of the President or the Board by notice in writing to the last known address of each partner in good standing, delivered ten business days in advance of such meeting.
- 11.4 A **Special Meeting** shall be called on the written request of not less than ten (10) partners in good standing. Notice of the Special Meeting shall be sent within ten (10) days of the receipt of the request and the meeting shall be held not later than twenty (20) days after notice of the Special Meeting has been mailed to all partners in good standing. The notice shall state the business to be transacted and no other business may be transacted at that Special Meeting.
- 11.5 Twelve partners in good standing, of which four (4) cannot be Board members, shall constitute a quorum for any general or special meeting.
- 11.6 At all meetings of partners, every question shall be decided by a majority of votes of the partners present in person or represented by proxy. Every question shall be decided in the first instance by a show of hands. Upon a show of hands, every partner having voting rights shall have one vote, and unless a poll be demanded a declaration by the Chairperson that a resolution has been carried or not carried and an entry to the effect in the minutes shall be admissible as proof of the number or proportion of the votes accorded in favour or against such resolution.

12. RULES OF ORDER

- 12.1 All meetings of ALIDP and the Board shall be conducted in accordance with the latest edition of “Robert’s Rules of Order”, except where such rules conflict with these Bylaws.
- 12.2 The Board may establish procedures and forms for the use by ALIDP as long as such procedures and forms are consistent with the procedures and forms required by the Act.

13. BORROWING POWERS

- 13.1 The Board, on behalf of ALIDP, shall have the power to borrow money only under the authority of the ALIDP as voted upon by the majority of partners in good standing at an Annual General Meeting and only after a recommendation to borrow has been submitted at the Annual General Meeting by the Board.

14. FISCAL YEAR

- 14.1 Unless otherwise ordered by the Board of Directors, the fiscal year shall terminate on the 31st day of December in each year.

15. AMENDMENTS TO BYLAWS

- 15.1 Proposed amendments to these Bylaws shall be submitted in writing by a Partner (or Partners) in good standing to the Secretary not less than thirty (30) days before the date of a Special or general meeting of ALIDP. The text of the proposed amendments or additions to the Bylaws shall be mailed to all Partners in good standing not less than fifteen (15) days prior to the meeting at which the proposals are to be brought forward. Formal acceptance of any proposed amendments can only be made by motion and by a 75% (seventy-five percent) majority of the partnership in favour of the amendments. The necessary motions for the proposed amendments must be included in the agenda for the meeting.
- 15.2 The bylaws may be amended by “Special Resolution” as defined in the Act at a general meeting provided that 21 days prior notice of the amendment has been given and that the motion of amendment has been passed by 75% (seventy-five percent) of the partnership attending in person and by proxy.
- 15.3 Copies of the motions for the amendments passed by the 75% (seventy-five percent) of the partners in good standing at a General Meeting must then be forwarded to the Registrar for Societies under the Act.

16. REMUNERATION

- 16.1 Unless authorized at any meeting and after notice for same shall have been given, no Officer, Director or partner of ALIDP shall receive any remuneration for his/her services.

17. LIABILITIES

- 17.1 Each Director or other person who performs services for the organization at the request of ALIDP and who does not receive compensation other than reimbursement of expenses shall be immune from civil liability to the extent provided by applicable law.
- 17.2 ALIDP indemnifies each Director or such persons as described above against all costs or charges that result from any act done in his role for the organization. ALIDP does not protect any Director or such persons as described above for acts of fraud, dishonesty, or bad faith.
- 17.3 No Director or other person who performs services for the organization at the request of ALIDP and who does not receive compensation other than reimbursement of expenses is liable for the acts of any other Director, or employee. No Director or such

persons as described above is responsible for any loss or damage due to the bankruptcy, insolvency, or wrongful act of any person, firm or corporation dealing with ALIDP. No Director is liable for any loss due to an oversight or error in judgment, or by an act in his or her role for the organization, unless the act is fraud, dishonesty or bad faith.

18. DISSOLUTION

- 18.1 ALIDP may be dissolved only by an extraordinary resolution to do so and by the consent of two-thirds (2/3) of all partners at a general meeting in person and by proxy. Upon dissolution of ALIDP, and after payment of all debts and liabilities, the remaining assets of ALIDP shall be disposed of or distributed to one or more of the following categories of recipients as the Board shall determine:
- i. A registered charity or qualified donee as listed in the *Income Tax Act*; or
 - ii. A new organization formed by the merger of ALIDP with another society (the newly formed organization must be a registered charity or qualified donee as listed in the *Income Tax Act*); or
 - iii. A registered charity or qualified donee listed in the *Income Tax Act* having similar aims and objectives as ALIDP.
 - iv. The ALIDP Scholarship Trust Fund.
- 18.2 ALIDP shall further act on the advice and instruction provided by the Registrar for Societies in Alberta regarding the dissolution of ALIDP including, but not limited to, providing a Statutory Declaration confirming the distribution and disposition of assets, as well as forwarding a copy of the motion passed by the partners to dissolve ALIDP to the Registrar for Societies in Alberta.
- 18.3 The ALIDP Scholarship Trust Fund shall not be held liable for any indebtedness or other financial obligations of the ALIDP.

19. DEFINITIONS

- 19.1 "LID strategy" means and includes a strategy to:
- i. Minimize the environmental impact of development on natural resources;
 - ii. Design development sites to mimic natural hydrologic conditions to the extent possible; and
 - iii. Protect riparian health, receiving stream and wetlands' water quality.

These Bylaws are dated the _____ day of _____, 2008.

Signature _____ Address

Printed Name _____

Signature _____ Address

Printed Name _____

Signature _____ Address

Printed Name _____

Signature _____ Address

Printed Name _____

Signature _____ Address

Printed Name _____

WITNESS

Signature _____ Address

Printed Name _____