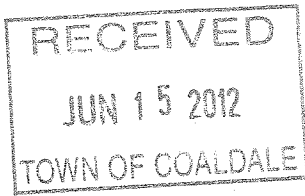


CORPORATE ACCESS NUMBER: 5016813429

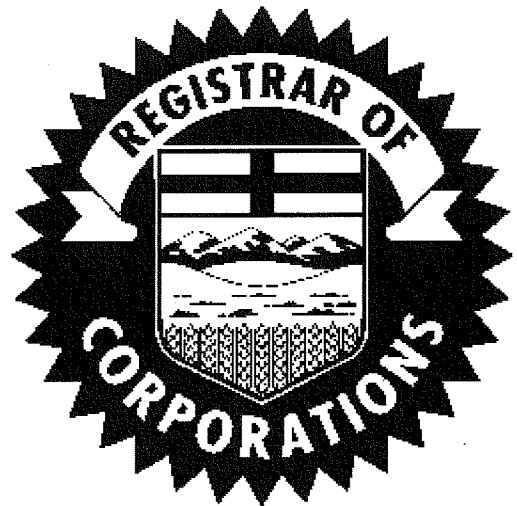


**Government
of Alberta ■**

SOCIETIES ACT

**CERTIFICATE
OF
INCORPORATION**

**SOUTHERN ALBERTA ENERGY FROM WASTE ASSOCIATION
WAS INCORPORATED IN ALBERTA ON 2012/05/17.**



INCORPORATE SOCIETY - Registration Statement

Alberta Registration Date: 2012/05/17

Corporate Access Number: 5016813429

Service Request Number: 18067712
Society Name Type: Named Society Name
Society Name: SOUTHERN ALBERTA ENERGY FROM WASTE ASSOCIATION

REGISTERED ADDRESS

Street: 102 CENTRE STREET BOX 180
Legal Description:
City: VULCAN
Province: ALBERTA
Postal Code: T0L 2B0

RECORDS ADDRESS

Street: 102 CENTRE STREET BOX 180
Legal Description:
City: VULCAN
Province: ALBERTA
Postal Code: T0L 2B0

ADDRESS FOR SERVICE BY MAIL

Post Office Box:
City:
Province:
Postal Code:
Internet Mail ID:

Fiscal Year End: 12/31
CAN of Entity Providing Undertaking:
Undertaking Date:

Future Dating Required:
Registration Date: 2012/05/17

We, the undersigned, declare that we desire to form a society under the Societies Act, and that:

1. The name of the society is: Southern Alberta Energy From Waste Association
2. The objects of the society are: *(check (✓) all that apply and add any additional objects in the space provided)*
 - To provide for the recreation of the members and to promote and afford opportunity for friendly and social activities.
 - To acquire lands, by purchase or otherwise, erect or otherwise provide a building or buildings for social and community purposes.
 - To encourage and promote amateur games and exercises.
 - To provide a meeting place for the consideration and discussion of questions affecting the interests of the community.
 - To carry on a literary and debating club for the discussion of topics of general interest, and to encourage the practice of public speaking among its members.
 - To procure the delivery of lectures on social, education, political, economic and other subjects, and to give and arrange musical and dramatic entertainments.
 - To establish and maintain a library and reading room.
 - To provide all necessary equipment and furniture for carrying on its various objects.
 - To provide a centre and suitable meeting place for the various activities of the community.
 - Generally to encourage and foster and develop among its members a recognition of the importance of agriculture in the national life.
 - To sell, manage, lease, mortgage, dispose of, or otherwise deal with the property of the society.

Additional Objects:

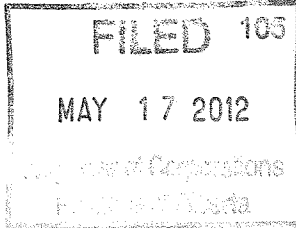
To research and recommend technological applications to recover energy from waste materials.

FILED 103
MAY 17 2012
Register of Corporations
Province of Alberta

Dated _____

Signature: <i>Carl Hennaway</i> Print Name: <i>Carl Hennaway</i>	Address: (including postal code) Box 153 Claresholm, Alberta T0L 0T0
Signature: <i>Rosney A. Ruark</i> Print Name: <i>ROSNEY A. RUARK</i>	Address: (including postal code) BOX 1093 VILLCAN, AB. T0L 2B0
Signature: <i>Kim Craig</i> Print Name: <i>Kim Craig</i>	Address: (including postal code) 1620 - 20 Street Coaldale, Alberta T1M 1J 8.
Signature: <i>Paul G. Ryan</i> Print Name: <i>Paul G. Ryan</i>	Address: (including postal code) Box 38 #5 Mt. Reid CR. Exshaw AB T0L 2C0
Signature: <i>Ben Armstrong</i> Print Name: <i>BEN ARMSTRONG</i>	Address: (including postal code) Box 117 Husson Alberta T0J 1S0
WITNESS Signature: <i>Nadine Epp</i>	Address: (including postal code) Box 180 Villcan AB T0L 2B0

This information is being collected for the purposes of corporate registry records in accordance with the Societies Act. Questions about the collection of this information can be directed to the Freedom of Information and Protection of Privacy Coordinator for the Alberta Government, Box 3140, Edmonton, Alberta T5J 2G7, (780) 427-7013.



Notice of Address or Notice of Change of Address

Business Corporations Act
Section 20

1. Name of Corporation

2. Corporate Access Number

Southern Alberta Energy From Waste Alliance <i>ASSOCIATION</i>	
--	--

3. Address of Registered Office (P.O. Box number can only be used by a Society)

Street	City / Town	Province	Postal Code
102 Centre Street Box 180	Vulcan	AB	T0L 2B0

OR

Legal Land Description	Section	Township	Range	Meridian

4. Records Address (P.O. Box number cannot be used)

Street	City / Town	Province	Postal Code
102 Centre Street Box 180	Vulcan	AB	T0L 2B0

OR

Legal Land Description	Section	Township	Range	Meridian

5. Address for Service by Mail (if different from Item 3)

NOTE: If this is a change, please read instructions carefully.

Post Office Box Only	City / Town	Province	Postal Code

Authorized Signature
(for societies and non-profit companies only)

Kim Craig

Name of Person Authorizing (please print)

April 5/12

Date

403 315 3468

Telephone Number (daytime)

Chair

Title (please print)

Identification
(not applicable for societies and non-profit companies)

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Attachment

Attachment Type	Microfilm Bar Code	Date Recorded
Application	10000707112336134	2012/05/17
Notice of Address	10000207112336136	2012/05/17
Bylaws	10000407112336135	2012/05/17
Nuans	10000007112336137	2012/05/17

**Registration Authorized By: KIM CRAIG
CHAIRMAN**



Alberta Reservation Report / Rapport pour réservation en Alberta

DEFICIENT

SOUTHERN ALBERTA ENERGY FROM WASTE ALLIANCE
105569341

Page 1 of/de 7 2012AI10

COMPANY NAME / NOM DE L'ENTREPRISE	JUR. NO. DATE CITY / VILLE	EP TYPE	STATUS / STATUT	STAT. DATE / DATE EFF.
SOUTHERN ALBERTA ENERGY FROM WASTE ALLIANCE	AB 105569341 2012AI10		Prop.WESTLIC	
SOUTHERN ALBERTA ENERGY SYSTEMS	AB 0CRY097492 1984No01	TradeName	Active	
ALBERTA SOUTHWEST REGIONAL ALLIANCE LTD	AB 5113141625 2007Mr19 PINCHER CREEK	NP_PrvtCo	Active	
ALBERTA SOUTH STORAGE INC	AB 2010516256 2003Jn11 CALGARY	Bus_Corp	Active	2004Fe13
FROM THE ROOTS UP INC	AB 105557858 2012AI09		Prop.AMAALTA	
CANADA (ALBERTA) ENERGY AND PETROLEUM EQUIPMENT ASSOCIATION	AB 104124442 2011Oc28		Prop.DIRECT	
ALLIANCE ENERGY SERVICES LTD	AB 2013534231 2007Oc01 CALGARY	Bus_Corp	Active	
ALBERTA ENERGY EFFICIENCY ALLIANCE SOCIETY	AB 5013722300 2007De27 CALGARY	Society	Active	
ALLIANCE ENERGY SERVICES LTD	AB 0209545532 2001Oc02 CALGARY	Bus_Corp	Amlgmt	2007Oc01
SOUTHERN ALBERTA ENERGY CONSERVATION COMPANY	AB 0CRY090678 1984Ma23	Ptnrshp	Active	
ALLIANCE ENERGY SERVICES INTERNATIONAL LTD	AB 2012533507 2006JI06 CALGARY	Bus_Corp	Active	2007Mr07
FROM SWORDS TO ROSES CUSTOM ENGRAVING	AB 0TN5266754 1992AI27	TradeName	Active	
CANADIAN ENERGY SERVICES ALLIANCE INC	AB 2013490079 2007Se12 CALGARY	Bus_Corp	Active	2010Fe10
SOUTHERN ALBERTA ENERGY CONSERVATION SERVICES LTD	AB 0201035664 1977Ma16	Bus_Corp	Struck	1981No30
ALBERTA ENERGY MANPOWER SERVICES INC	AB 2013434937 2007Au15 JASPER	Bus_Corp	Active	
ALBERTA WASTE HANDLERS ASSOCIATION LTD	AB 105504908 2012AI03		Prop.ONESTOP	
ALBERTA WASTE HANDLERS ASSOCIATION	AB 105507197 2012AI03		Prop.ONESTOP	

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Alberta Reservation Report / Rapport pour réservation en Alberta

SOUTHERN ALBERTA ENERGY FROM WASTE ALLIANCE
105569341

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COMPANY NAME / NOM DE L'ENTREPRISE	JUR. NO. BUS. / ACT.	DATE	CITY / VILLE	EP	TYPE	STATUS / STATUT	STAT. DATE / DATE EFF.
FROM THE GROUND UP - INSTALLATION & SERVICE INC	AB 2015957083	2011Mr24	OLDS		Bus_Corp	Active	
ALBERTA ENERGY SOLUTION LTD	AB 2015879832	2011Fe17	CALGARY		Bus_Corp	Active	
FROM WORK 2 PLAY INC	AB 2016179539	2011Jl12	EDMONTON		Bus_Corp	Active	
ALLIANCE SALES WEST LTD	AB 2013701046	2007De20	EDMONTON		Bus_Corp	Active	
ECONOMIC DEVELOPMENT ALLIANCE OF SOUTHEAST ALBERTA	AB 5110482162	2003Ma15	MEDICINE HAT		NP_PrvtCo	Active	
ALBERTA WINESTEIN INC	AB 104069102	2011Oc21				Prop.NCS	
ALBERTA SOUTHERN GLASS	AB 0CRY155100	1988Al27			TradeName	Active	
FROM FAMINE TO FREEDOM PRODUCTIONS INC	CD 0007549423	2010Ma11	MONTREAL		CBCA	Active	
WESTERN AUTO ALLIANCE LTD	AB 0207731100	1998Ja15	EDMONTON		Bus_Corp	Struck	2000Jl01
ALBERTA ENERGY CORRIDOR LTD	AB 5114773434	2009Jn25	EDMONTON		NP_PblcCo	Active	
ALLIANCE ELECTRICAL SYSTEMS LTD	AB 2016200079	2011Jl22	CALGARY		Bus_Corp	Active	
FROM BENEDICTES STUDIO	AB TN16072910	2011Ma16			TradeName	Active	
MECHANICAL CONTRACTORS ASSOCIATION OF ALBERTA (SOUTHERN DISTRICT)	AB 0502454572	1980Jn19	CALGARY		Society	Active	
SOUTH EAST ALBERTA WATERSHED ALLIANCE SOCIETY	AB 5014040967	2008Ma15	MEDICINE HAT		Society	Active	
MASONRY CONTRACTORS ASSOCIATION OF ALBERTA SOUTHERN REGION	AB 0500053640	1968Jl17	CALGARY		Society	Active	2008Se29
ALLIANCE WELDING SERVICES LTD	AB 2012377137	2006Al24	OKOTOKS		Bus_Corp	Active	
FROM TOP TO BOTTOM AUTO DETAILING INC	AB 2015530617	2010Au13	RED DEER		Bus_Corp	Active	

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SOUTHERN ALBERTA ENERGY FROM WASTE ALLIANCE
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COMPANY NAME / NOM DE L'ENTREPRISE	JUR. NO.	DATE	CITY / VILLE	EP	TYPE	STATUS / STATUT	STAT. DATE / DATE EFF.
ALBERTA ENERGY RENTALS LTD	AB 2014322917	2008Oc16			Bus_Corp	Active	
WESTCAN ENERGY SERVICES LIMITED	AB 104537404	2011De14				Prop.ACCUCA	
FROM WITHIN WELLNESS CENTRE INC	AB 2012535577	2006Jl05	EDMONTON		Bus_Corp	Active	
ALLIANCE ELECTRICAL SERVICES LTD	AB 2011705775	2005Ma13	EDSON		Bus_Corp	Active	2010Jl21
ALBERTA ENERGY LINKS	AB TN13375910	2007Jl17			TradeName	Active	
ALBERTA SOUTH TOURISM DESTINATION REGION ASSOCIATION	AB 0507013514	1996Jl11	MEDICINE HAT		Society	Active	
ALLIANCE PLUMBING LTD	AB 105498531	2012A102				Prop.RGSOUTH	
FROM WITHIN INC	AB 2013101825	2007Mr24	CALGARY		Bus_Corp	Active	
MANUFACTURING ENGINEERING SERVICES ALLIANCE	AB 0TN6928014	1996A118			TradeName	Active	
ALBERTA ENERGY DEVELOPMENT INC	AB 2012466880	2006Jn10	CALGARY		Bus_Corp	Active	2007Mr17
FROM WILLIES PALETTE	AB 0CRY077501	1983Jn28			TradeName	Active	
ALLIANCE DRILLING FLUIDS	AB TN14827570	2009Jl31			TradeName	Active	
ALBERTA ENERGY SYSTEMS	AB 0CRY058870	1981De11			TradeName	Active	
WESTLAND ENERGY SERVICES LTD	AB 2012716706	2006Se29	EDMONTON		Bus_Corp	Active	
ALBERTA SOUTHBROOK HOLDINGS INC	AB 2012784332	2006Oc31	EDMONTON		Bus_Corp	Active	
FROM WHERE INC	CD 0007676948	2010Oc22	MISSISSAUGA		CBCA	Active	
NORTH EASTERN SETTLEMENTS ALLIANCE INC	AB 104114244	2011Oc27				Prop.DAVIS&C	

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Valid until / Valide jusqu'au 2012Jl09

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Alberta Reservation Report / Rapport pour réservation en Alberta

SOUTHERN ALBERTA ENERGY FROM WASTE ALLIANCE
105569341

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COMPANY NAME / NOM DE L'ENTREPRISE	JUR. NO. DATE CITY / VILLE	EP TYPE	STATUS / STATUT	STAT. DATE / DATE EFF.
NORTH EASTERN SETTLEMENTS ALLIANCE CORPORATION	AB 104114979 2011Oc27		Prop.DAVIS&C	
SOUTHERN ENERGY CONSULTING LTD	AB 2012661142 2006Se06 EDMONTON	Bus_Corp	Active	2011Jn02
FROM THE EARTH NATURALLY LTD	AB 0208827766 2000Ma31 EDMONTON	Bus_Corp	Active	
ALBERTA STAR ENERGY CORP	AB 104266828 2011No14		Prop.ACCUCA	
ALLIANCE ELECTRICAL SERVICES	AB TN16023194 2011Al20	TradeName	Active	
ALBERTA STAR ENERGY CORP	AB 105064989 2012Fe13		Prop.ACCUCA	
ALLIANCE TECHNOLOGY ASSOCIATES INC	CD 0006180230 2004Ja11 ONTARIO	CBCA	Active	
FROM THE EARTH SOILS INC	CD 0007160585 2009Al21 WHITBY	CBCA	Active	
SOUTHERN PACIFIC ENERGY LTD	AB 2014661959 2009Al29 CALGARY	Bus_Corp	Active	
STARLINE WINDOWS (ALTA.) LTD	AB 0207616152 1997Oc31 EDMONTON	Bus_Corp	Active	1998Fe19
FROM THE FLOOR UP LTD	AB 0209245992 2001Mr15 LETHBRIDGE	Bus_Corp	Active	2007Ja27
ALLANS AUTOMOTIVE ELECTRONICS LTD	AB 0200493294 1968De20 EDMONTON	Bus_Corp	Active	
FROM TIMES PAST LTD	AB 0205971617 1994Fe01 EDMONTON	Bus_Corp	Active	2005Se01
WASTE SECTOR ALLIANCE OF CANADA	CD 0004546903 2010Ja05 BRAMPTON	CCA_Pt2	Active	
ALLIANCE WORKS ADVERTISING	CD 104341719 2011No22		Prop.CANADA	
SOUTH EASTERN ALBERTA SAFETY ALLIANCE SOCIETY	AB 0502671431 1981Jn29 MEDICINE HAT	Society	Active	2003Jl25
ALLIANCE PARTNERS CORPORATION	AB 104413676 2011No30		Prop.ACCUCA	

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Trade-mark Report / Rapport des marques de commerce



105569341
Classes: 42, 4

SOUTHERN ALBERTA ENERGY FROM WASTE ALLIA

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* This report does not constitute a Trade-mark reservation / Ce rapport ne constitue pas de réservation de marque de commerce

TRADE-MARK / MARQUE DE COMMERCE APP. NO. / NO. APP. GOODS / PRODUITS	REG. NO. / NO. ENR.	REG. DATE / DATE. ENR.	STATUS / STATUT	OWNER / PROPRIÉTAIRE CLASSES
ENERGY SOLUTIONS ALBERTA ; 0914989 TMA			Advertisd	CLIMATE CHANGE CENTRAL 01,02,03,04
SOUTHWEST ENERGY ALLIANCE 1059610 TMA Fuels, namely motor fuels, heating fuels, aviation fuels, propane,>			Aband40-3	UPI INC. 01,03,04,05.
ALLSTREAM ALLIANCE FOURNISSEUR DE SOLUTI 1188223 TMA707377 2008Fe13 Telecommunications equipment and products namely routers, switches>				MANITOBA TELECOM SERVI 09,16,35,36.
FROM 1525973 TMA Providing online pricing services in the field of travel arrangmen>			Advertisd	BOOKIT.COM, INC. 35,39,42,
SOUTH'S FOOD OF ALBERTA ; 0782808 TMA462741 1996Au30 Noodles and pastas; rolls and pastry shells; egg rolls.				H. H. & C. TRADING CO. 30.
LETHBRIDGE ; 0907730 Tourism services.			Advertisd	THE CITY OF LETHBRIDGE 01,02,03,04,
TOWN OF BOW ISLAND ; 0911628 TMA			Advertisd	TOWN OF BOW ISLAND 01,02,03,04
THE PETROLEUM REGISTRY OF ALBERTA ; 0913329 TMA			Advertisd	HER MAJESTY THE QUEEN 01,02,03,04
AERI ALBERTA ENERGY RESEARCH INSTITUTE ; 0920417 TMA			Advertisd	ALBERTA INNOVATES - EN 01,02,03,04
ALBERTA ROSE 1132366 TMA587157 2003Au13 Peat moss.				SUN GRO HORTICULTURE C 31.
SOFTBALL ALBERTA 1143318 TMA614251 2004Jl07 Acting as an affiliated member of the canadian amateur softball as>				ALBERTA AMATEUR SOFTBA 35,36,39,41,
ALBERTA SOFTBALL ; 1206966 TMA640346 2005Ma25 Acts as an affiliated member of the canadian amateur softball asso>				ALBERTA AMATEUR SOFTBA 35,36,41,42,
FROM YOUR WINGS TO OUR WHEELS ; 1237814 TMA670833 2006Au22 Vehicle rental and leasing services and reservation services for t>				ENTERPRISE HOLDINGS, I 39,
FROM YOUR WINGS TO OUR WHEELS 1237815 TMA670591 2006Au21 Vehicle rental and leasing services and reservation services for t>				ENTERPRISE HOLDINGS, I 39,
ALBERTA'S OPEN UNIVERSITY 0910472 TMA			Advertisd	ATHABASCA UNIVERSITY 01,02,03,04
ELECTRONICS RECYCLING ALBERTA ; 0915912 TMA			Advertisd	ALBERTA RECYCLING MANA 01,02,03,04
SOUTHWEST ENERGY ALLIANCE ; 1051670 TMA Fuels, namely motor fuels, heating fuels, aviation fuels, propane,>			Aband-Vol	UPI INC. 01,03,04,05.

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Trade-mark Report / Rapport des marques de commerce



105569341

SOUTHERN ALBERTA ENERGY FROM WASTE ALLIA

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2012AI10

Classes: 42, 4

* This report does not constitute a Trade-mark reservation / Ce rapport ne constitue pas de réservation de marque de commerce

TRADE-MARK / MARQUE DE COMMERCE APP. NO. / NO. APP. GOODS / PRODUITS	REG. NO. / NO. ENR.	REG. DATE / DATE. ENR.	STATUS / STATUT	OWNER / PROPRIÉTAIRE CLASSES
FROM YOUR WINGS TO OUR WHEELS & AIRPLANE 1474166 TMA798176 2011Ma20 Vehicle rental and leasing services, and reservation services for >				ENTERPRISE HOLDINGS, I 39,
ENERGY FROM THE FOREST TO YOU 1477800 TMA808969 2011Oc13 Fuel pellets; wood heating pellets.				CURRAN RENEWABLE ENERG 04.
ASIST; 0901886 G.C.1-99-558 Printed material such as brochures, reports, pamphlets, binders, p>			Advertisd	PROVINCE OF ALBERTA, P 01,02,03,04.
ALBERTA'S WATCHABLE WILDLIFE ; 0905340 Printed and other materials such as but not limited to signs, post>			Advertisd	HER MAJESTY THE QUEEN 01,02,03,04.
ALBERTA'S WATCHABLE WILDLIFE ; 0905341 Printed and other materials such as but not signs, posters, charts>			Advertisd	HER MAJESTY THE QUEEN 01,02,03,04.
WESTERN ALLIANCE 1299063 TMA705148 2008Ja21 Security services, namely body guard and guard and patrol services>				WESTERN PROTECTION ALL 42,45,
NORTHERN ALBERTA SPORTS CAR CLUB ; 1512605 TMA Clothing, namely jackets, jerseys, t-shirts, polo-shirts, hats. (2>			Allowed	THE NORTHERN ALBERTA S 06,09,12,14.
ALLIANCE 0275230 TMA132972 1963Oc04 Railway couplers and parts thereof.				AMSTED INDUSTRIES INCO 06,07.
ALLIANCE STEEL CORPORATION 0800051 TMA475267 1997AI28 Operation of a business for the sale and distribution of steel.				ALLIANCE STEEL CORPORA 40,
FROM THE PEOPLE WHO LOVE CARS 0803899 TMA508412 1999Fe23 Corrosion inhibitors for vehicles.Vehicular lubric>				WANNA WINNA INC. 01,37;
ENVEST ALBERTA 0811908 TMA491117 1998Mr10 Printed goods, namely brochures, and office and stationery supplie>				EPCOR ENERGY SERVICES 16,35,36,42.
CAMPUS ALBERTA'S DISTANCE LEARNING CATAL 0910476 TMA Advertisd				ATHABASCA UNIVERSITY 01,02,03,04
CAMPUS ALBERTA'S DISTANCE EDUCATION CATA 0910477 TMA Advertisd				ATHABASCA UNIVERSITY 01,02,03,04
MAKING ALBERTA STONGER 0910909 TMA Advertisd				HER MAJESTY THE QUEEN 01,02,03,04
ALBERTA SUPPORTS 0920506 TMA Advertisd				HER MAJESTY THE QUEEN 01,02,03,04
AESO ALBERTA ELECTRIC SYSTEM OPERATOR ; 0920767 TMA Advertisd				INDEPENDENT SYSTEM OPE 01,02,03,04
L'ALLIANCE POUR LA SOLUTION EN COUVRE-PL 1002761 TMA531277 2000Au16 Floor covering products namely, carpeting, floor tiles, ceramic an>				GESCO LIMITED PARTNERS 21,27,35.

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(b) HP'S liability for direct damages resulting from HP'S negligence or breach of contract in the execution of services (including delivery of data and reports) under its Agreement with the Customer shall be limited to the total charge for the services giving rise to the loss or damage.

(c) Where a Customer is required to re-order a NUANS Report because the Customer did not receive the first report or because of a demonstrable omission or inaccuracy therein, HP'S sole liability in the case of non-receipt by Customer shall be to waive all charges with respect thereto, provided that in all such cases HP shall not be liable for any failure in the case of an Act of God, riots, insurrection, or any other event beyond HP'S direct control, and provided in all cases that the Customer provide HP with satisfactory evidence of one of the above-mentioned failures within fifteen (15) days of the alleged date of such failure.

(d) The Customer agrees to indemnify HP and to hold it harmless from any loss or liability to the Customer, or to any third parties for any injuries or damages not caused by HP'S negligence which result from the Customer's access to or use of any such report or data and operation of any machines in the control of HP, from the Customer's use of HP'S premises or premises which HP is authorized to use, or from any error or inaccuracy in the preparation and formulation of a request for a NUANS Report.

(e) The Customer acknowledges that HP is subject to certain time and other restrictions in compiling its data base for purposes of delivering a NUANS Report or a NUANS Database Pre-Search and the Customer shall so advise any third party to whom it disseminates such Report or Pre-Search. HP shall not be held liable by the Customer or by any third party for the failure of a NUANS Report or a NUANS Database Pre-Search to disclose any name with prior rights. HP expressly excludes all liability and damages resulting from the inaccuracy or incompleteness of, or omissions from, any NUANS Report.

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(c) Si le client est obligé de redemander un rapport NUANS parce que HP a omis de produire le premier rapport selon ses obligations, la seule responsabilité de HP consistera à renoncer à tous les frais associés à cette demande, à condition que HP soit exemptée de toute responsabilité si le manquement est dû à un cas de force majeure, à des émeutes, à des insurrections ou à toute autre cause indépendante de la volonté de HP; par ailleurs, le client sera aussi tenu de fournir à HP des pièces justificatives satisfaisantes d'un tel manquement dans un délai de quinze (15) jours suivant la date prétendue de chaque manquement.

(d) Le client convient d'indemniser HP et de le dégager de toute responsabilité découlant d'une perte ou d'une obligation pour le client ou une tierce partie en raison de blessures ou de dommages qui ne résultent pas de la négligence de HP, mais plutôt du fait que le client a obtenu et utilisé le rapport ou les données et a fait fonctionner de l'équipement sous le contrôle de HP, qu'il a utilisé les locaux de HP ou des pièces que HP est autorisée à utiliser, ou qu'une erreur ou une inexactitude s'est glissée dans la préparation ou la formulation d'une demande de rapport NUANS.

(e) Le client reconnaît que HP est soumise à certaines restrictions liées au temps et à d'autres facteurs lorsqu'elle compile sa base de données en vue de produire un rapport NUANS ou un rapport de recherche préliminaire NUANS et il devra donc en prévenir toute tierce partie à qui il transmet le rapport NUANS ou le rapport de recherche préliminaire NUANS. HP ne peut être tenue responsable par le client ou toute tierce partie en cas d'omission de divulgation dans le rapport NUANS ou le rapport de recherche préliminaire NUANS de toute dénomination et remarque de commerce avec droit prioritaire. HP décline expressément toute responsabilité découlant d'inexactitudes ou d'omissions dans le rapport NUANS.

Abbreviation/Abréviation	English Term	Terme français
	Company Name	Nom de l'entreprise
Jur.	Jurisdiction Code	Code de juridiction
No.	Company Number	Numéro de l'entreprise
Date	Incorporation Date	Date d'incorporation
	City	Ville
EP	Extra-Provincial Code	Code extra-provincial
Type	Company Type	Type de l'entreprise
Status/Statut	Legal Status	Statut légal
Stat Date/Date eff	Status Date	Date effective
Bus./Act.	Line of Business	Secteur d'activité

Abbreviation/Abréviation	English Term	Terme français
	Trade-mark	Marque de commerce
App.No./No.app.	Application Number	Numéro d'application
Reg.No./No.enr.	Registration Number	Numéro d'enregistrement
Reg.Date/Date.enr	Registration Date	Date d'enregistrement
	Status	Statut
	Owner name	Propriétaire
Classes	Nice Class Codes	Codes des classes Nice
Goods/Produits	Goods and Services	Produits et services

Latest NUANS update dates / Dernière mise à jour de NUANS

AB Bus. 2012A109 AB Corp. 2012A109 CD 2012A104 OSFI 2011Oc21
TM Update/Mise à jour des MC 2012A110 App. No./No. App. 1572000 Filed/Déposée 2012A104

SOUTHERN ALBERTA ENERGY FROM WASTE ALLIANCE

Minutes

12:00pm

March 30, 2012

Place	Vulcan County Council Chambers, Vulcan Alberta			
Present	Tom White	Lethbridge County	Rod Ruark	Vulcan County
	George Piper	Village of Foremost	Laurie Hodson	Foothills Regional Waste Commission
	Paul Ryan	MD of Bighorn	Ben Goetz	Chief Mountain Regional Waste
	Kim Craig	Town of Coaldale	Bernice Bland	Wheatland County
	Earl Hemmaway	MD Of Willow Creek	Ray Juska	Newell Regional Solid Waste Association

Also present were
Nadine Epp, Executive Assistant, Vulcan County
Tara McKenna, Alberta Environment
Chair Craig called the meeting to order at 12:00pm

Call to Order

**SAEWA MTN. 03-12-01
Adoption of Agenda and
any Additions**

MOVED BY MEMBER PIPER that the Agenda be approved with the following amendments:

- Fa) Strategic Planning Updates
Next Steps Update
- 6j) Cardston Request

CARRIED UNANIMOUSLY.

**SAEWA MTN. 03-12-02
Adoption of the Minutes**

MOVED BY MEMBER RUARK that the minutes of the January 27, 2012 minutes be adopted as presented.

CARRIED UNANIMOUSLY.

**SAEWA MTN. 03-12-03
Executive Committee
Minutes**

MOVED BY MEMBER HEMMAWAY that the minutes of the February 10, 2012 and March 9, 2012 Executive Meeting Minutes be accepted for information.

CARRIED UNANIMOUSLY.

SOUTHERN ALBERTA ENERGY FROM WASTE ALLIANCE

Minutes

12:00pm

March 30, 2012

SAEWA MTN. 03-12-04 Business Arising from the Minutes

Member Ryan advised the Association on the following:
FHRWC Presentation was done, concerns were addressed. Pace of SAEWA was addressed. Member Hodson & Member Ryan advised that the Foothills Regional Services Commission have agreed to be a member of SAEWA for 2012.

Alberta Care Conference in Banff, well attended, there were positive comments about SAEWA. Lots of interest.

Alberta Innovates Trade Mission was attended lots of interest in SAEWA. The group has been talking to our engineers.

SWANA Conference in Manitoba. HDR presented the paper on SAEWA. Well attended conference. It was not focused on energy from waste.

Alberta Innovates Meeting in Edmonton. Several members of SAEWA and Reeve Schneider attended. They were not interested in incineration, they are interested in small projects that use experimental technology.

Newell Regional Solid Waste Association
Newell had concerns regarding timing and process. Presentation was well received. It was a detailed presentation. Newell has since advised that they will stay a member of SAEWA for 2012.

The Association discussed next steps as far as siting, technology and moving the association forward quickly.

MOVED BY MEMBER JUSKA that the Report from Member Ryan be accepted for information.

SAEWA MTN. 03-12-05 Meeting Procedure Policy SAEWA MTN. 03-12-06 Communications Policy SAEWA MTN. 03-12-07 SAEWA Bylaws

MOVED BY MEMBER WHITE that policy 2012-001 Meeting Procedure be adopted as presented.

MOVED BY MEMBER RYAN that policy 2012-002 Communications Policy be adopted as presented.

MOVED BY MEMBER HEMMAWAY that the Bylaws, as amended, be approved by the Board for submission to the Province for incorporation of the Association.

SAEWA MTN. 03-12-08 Societies Act Application

MOVED BY MEMBER RYAN that the Executive Committee of SAEWA be authorized to amend the bylaws in order to secure approval from the Province of Alberta, provided that such amendments are of a minor nature and do not materially change the intent of the bylaws.

SAEWA MTN. 03-12-09 Drumheller Presentation SAEWA MTN. 03-12-10 Strategic Planning Session

MOVED BY MEMBER JUSKA that a presentation be made to the Drumheller Solid Waste Association, with the date and time to be decided at a later date.

MOVED BY MEMBER WHITE that the Board hold a strategic planning session on April 27, 2012 at 9am, and further that the funds come from the RADF funding available through VBDS.

SOUTHERN ALBERTA ENERGY FROM WASTE ALLIANCE

Minutes

12:00pm

March 30, 2012

SAEWA MTN. 03-12-11

Chair Report

Chair Craig thanked Paul Ryan for his presentations and work for SAEWA. The Town of Cardston have requested a presentation regarding SAEWA. Administration is going to set up a meeting in Raymond for all elected officials on a date of their choosing.

MOVED BY MEMBER WHITE that the Chair Report be accepted for information.

SAEWA MTN. 03-12-12

Open House Update

Administration updated the group regarding the Open House on April 5, 2012 at the Nanton Community Hall

SAEWA MTN. 03-12-13

Member Report

Laurie Hodson advised that it takes a few members to get the information to the membership regarding the importance of SAEWA

His membership would like to see an Open House in the Okotoks area

George Piper is happy to see we are moving on.

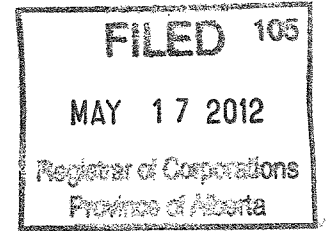
Ben Goetz would like a presentation set up with the all the villages and towns within the Chief Mountain Regional Waste Commission. Administration will set the meeting up.

Next Meeting

9:00am, April 27, 2012 at the Vulcan County Council Chambers, Vulcan Alberta for the Strategic Planning Session.

Adjournment

Chair Craig adjourned the meeting at 2:07pm



BYLAWS

SOUTHERN ALBERTA ENERGY FROM WASTE ASSOCIATION

March 30, 2012

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BYLAWS
Southern Alberta Energy from Waste Association

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1.0 INTERPRETATION

1.1 Definitions

In these Bylaws, the following definitions shall apply:

Act means the Societies Act, R.S.A. 2000, Chapter S-14 as amended, and all regulations thereunder in force from time to time.

Administrator means the individual engaged by the Board to manage the day-to-day affairs of the Association.

Annual General Meeting means the annual general meeting of the Members of the Association.

Association means the Southern Alberta Energy from Waste Association.

Board means the board of directors of the Association.

Bylaws means these bylaws and all other bylaws of the Association from time to time in force.

Director means an individual who is duly elected or appointed as a member of the Board from time to time who has not ceased to be a director .

Member means a member of the Association who has not ceased to be a Member and, in the case of Voting Members, any duly authorized representative and/or alternate representative thereof.

Municipality means a municipality as defined in the *Municipal Government Act* (Alberta).

Officer means any officer of the Association appointed or engaged by the Board including Chair of the Board, Vice-Chair of the Board, Past-Chair of the Board, Treasurer, Secretary and Administrator.

Registered Office means the registered address for the Association.

Special Meeting means any meeting of the Members except the Annual General Meeting.

1.2 Interpretation

In the interpretation of these Bylaws, except where excluded by the context:

- a. definitions in the Act on the date these Bylaws become effective apply to these Bylaws, save and except as otherwise herein provided;

- b. words indicating the singular number shall also include the plural, and vice-versa;
- c. words indicating persons shall include corporations;
- d. headings used throughout these Bylaws are for reference purposes only and do not affect the interpretation of these Bylaws; and,
- e. these Bylaws shall be interpreted broadly and generously.

1.3 Bylaws subject to the Act, etc.

1. The Bylaws are subject to the Act and the Association's constating documents, in that order:

2.0 NAME AND INCORPORATION

- a. The name of the Association is the Southern Alberta Energy from Waste Association.
- b. The objects of the Association are detailed in its constating documents.
- c. The following articles set forth the Bylaws of the Association.

3.0 MEMBERSHIP

3.1 Admission of Members

- 3.1.1** The Members of the Association are the applicants for incorporation and those organizations who subsequently became or become Members, and, in either case, have not ceased to be Members, all in accordance with the Bylaws.
- 3.1.2** Any organization satisfying the criteria set out in Section 3.2 may apply to the Board for membership and, on payment of the required fees and acceptance by the Board, become a Member.
- 3.1.3** The Board, or any membership committee of the Association appointed from time to time by the Board, shall be responsible for receiving, processing and recommending applications for membership, and shall be responsible for collection of membership fees and advising the Secretary of the membership list. The Board or membership committee shall review such applications to ensure that the applicants qualify for membership, and in addition may refuse any application at the Board's sole and absolute discretion" on the grounds that it is not in the best interests of the Association to have the applicant as a Member. Any rejection of an application by the membership committee may be appealed by the applicant to the Board, whose decision shall be final.
- 3.1.4** Membership in the Association is not transferable.

3.1.5 Every Member shall comply with and is bound by the Bylaws.

3.2 Member Classifications

There are two categories of membership in the Association:

- a. Voting Member; and,
- b. Non-Voting Member.

3.2.1 Voting Member is any municipality as defined in the *Municipal Government Act (Alberta)* that has paid the annual membership fee for Voting Members.

3.2.2 Non-Voting Member is any municipality, regional services commission or municipal waste management authority as defined in the *Municipal Government Act (Alberta)* that has paid the annual membership fees for Non-Voting Members.

3.3 Membership Year

The membership year shall be from January 1 to December 31.

3.4 Membership Fees

Membership fees, and the frequency of their remittance, shall be determined from time to time by the Board.

3.5 Representatives

3.5.1 Each Voting Member shall appoint by resolution of its council an individual person to act as its authorized representative at meetings of the Members and any committees of the Board. An additional individual may also be appointed to act as alternative representative at any meeting of the Members and committees of the Board that the authorized representative cannot attend.

3.5.2 The authorized representative or alternative representative is entitled to speak and vote and in all other respects exercise the rights of a Voting Member, and that representative is to be recognized as a Voting Member for all purposes at a meeting of Members or committees of the Board.

3.5.3 Each Voting Member appointing an authorized representative and, if applicable, an alternate representative, shall notify the Association in writing of the name, postal address, e-mail address and telephone number of the authorized representative and, if applicable, of the alternate representative.

3.5.4 Membership in the Association, and all its rights and privileges, shall cease under the following circumstances:

- a. upon receipt of written notice of resignation to the Secretary from the Member;

- b. at the direction of the Board, if a Member is in arrears of payment of the membership fees for more than ninety (90) days; or,
- c. upon dissolution of the Member
- d. Upon the Member failing to meet the conditions outlined in Section 3.2 of this Bylaw

3.5.5 Any Member may be expelled from membership by reason of undertaking activities that violate the best interests and goals of the Society. Prior to the Board vote being taken, the Member proposed for expulsion shall be given fourteen (14) days written notice of the proposed expulsion and given an opportunity to explain or justify its position to the Board.

4.0 MEMBERS' MEETINGS

4.1 Annual General Meeting

4.1.1 There shall be an Annual General Meeting held once each calendar year at such time, date and place as the Board specifies.

4.1.2 The business of the Annual General Meeting shall include:

- a. presentation of the audited financial statements;
- b. election of Directors;
- c. appointment of the auditor, and,
- d. such other business as may be determined by the Board.

4.2 Special Meetings

4.2.1 Special meetings of the Members may be called:

- a. at any time by the Chair or by resolution of the Board; or,
- b. upon written request of a minimum of 3/5th of the Voting Members in good standing, whereupon the Chair shall arrange for a special meeting and give notice of it in accordance with Section 4.3. The request must state the reason for the special meeting.

4.3 Notice of Meeting

4.3.1 Notice of every meeting of the Members shall be made upon twenty-one (21) days' written notice to the Members before the meeting.

4.3.2 Notice of the meeting shall be by mail or by electronic or other means of communication approved by the Board to the Member's last address as noted in the records of the Association, specifying the date, time and place of the meeting and the general nature of the business to be conducted.

4.4 Conduct of Meetings

4.4.1 The Chair, or when absent, the Vice-Chair, shall preside at every meeting. If neither the Chair nor Vice-Chair is in attendance, the Voting Members present shall choose another Director to act as Chair. If no Director is

present, the Voting Members present shall choose one of their numbers to preside at the meeting.

- 4.4.2** A quorum at any meeting shall be a minimum of fifty percent (50%) plus one of the Voting Members in good standing.
- 4.4.3** If a quorum is not present within thirty (30) minutes of the time appointed for the meeting, the Chair shall adjourn that meeting to another fixed time and place. Notice of the adjourned meeting shall be given to all Members not less than seven (7) days before the date of the adjourned meeting.
- 4.4.4** If a quorum is not present at the rescheduled meeting, pursuant to Section 4.4.3:
 - a. the meeting will be cancelled if the meeting was requested by Voting Members; or,
 - b. the Voting Members present shall constitute a quorum in all other cases.
- 4.4.5** At the direction of the Board, membership meetings may be conducted by teleconference, videoconference.

4.5 Voting Procedures

- 4.5.1** Each Voting Member shall have one (1) vote on all questions put to the Voting Members at any meeting.
- 4.5.2** At any meeting, any motion shall be passed by a simple majority of votes cast by the Voting Members present. Motions which require a special resolution (as defined in the Act) shall be passed by approval of seventy-five percent (75%) of the Voting Members present.
- 4.5.3** Voting shall be by a show of hands unless a minimum of three (3) Voting Members present shall request a ballot. At the direction of the Board, votes may be cast by teleconference, videoconference, Internet and other electronic means.
- 4.5.4** Where a ballot is requested by Voting Members, the Chair shall decide the method for a ballot vote.
- 4.5.5** The Chair declares a resolution carried or lost. This statement is final and does not have to include the number of votes for and against the resolution.
- 4.5.6** The Chair does not have a second or casting vote in the case of a tie vote. If there is a tie vote, the motion is defeated.
- 4.5.7** There shall be no voting by proxy at any meeting.
- 4.5.8** Notwithstanding anything to the contrary in these Bylaws, a resolution in writing signed by all of the Voting Members shall be valid and effective as if

it had been passed at a meeting duly called and constituted.

5.0 BOARD OF DIRECTORS

5.1 Qualifications

Any authorized (but not alternate) representative of a Voting Member is eligible to be a Director.

5.2 Election and Term

- 5.2.1** The Board shall consist of a minimum of seven (7) individuals and a maximum of eighteen (18) individuals. The Directors shall be elected by the Voting Members at the Annual General Meeting.
- 5.2.2** The Nominations Committee shall review and recommend to the Voting Members the candidates for election and the length of term that each candidate will serve.
- 5.2.3** Voting Members may nominate as candidates authorized representatives of voting Members in addition to the candidates recommended by the Nominations Committee if:
- a. The nomination is seconded by another Voting Member
 - b. The nominated candidate agrees to stand for election.
- 5.2.4** Voting Members may nominate such candidates either in advance of the Annual General Meeting or at the Annual General Meeting.
- 5.2.5** The term of service of a Director shall be a minimum of a one (1) year to a maximum of three (3) years, commencing upon the termination of the Annual General Meeting at which the Director is elected. No Director shall be eligible to serve for more than six consecutive years. There must be a minimum of a full year after serving six years before being eligible to serve again.
- 5.2.6** Where a Director's position becomes vacant during a term, the Board may appoint an interim Director to the position, provided that there is quorum of the Board available to do so. Interim Directors shall serve from the date of appointment by the Board until the next Annual General Meeting at which time they will be eligible for election. If the vacancy of a Director's position reduces the number of Directors to less than the required quorum under Section 10.2.2, then the Chair shall call a special meeting to elect replacement Directors.
- 5.2.7** A Director shall be deemed to have vacated his/her position under the following circumstances:
- a. upon providing thirty (30) days written notice of resignation to the Chair;
 - b. upon being expelled by a resolution of the Board;
 - c. upon declaring bankruptcy; or,
 - d. upon the death of the Director.

- e. Where the Directors organization notifies the Board that the Director is no longer appointed to SAEWA.

5.2.8 Where a Director resigns from the Board, his/her resignation becomes effective on the date specified in the letter of resignation.

5.3 Expulsion of Director

5.3.1 The Board may expel any Director or any Officer that

- a. undertakes activities that the Board determines violate the best interests and objects of the Association; or,
- b. is absent from 3 or more consecutive meetings of the Board

5.3.2 Notice of Intention to Expel from the Board shall be served in writing to the Director at least twenty-one (21) days in advance of the Board meeting at which the expulsion shall be voted upon, and shall state the grounds for expulsion.

5.3.3 A Director receiving a Notice of Intention to Expel shall have the right to contest such expulsion at the Board meeting at which the expulsion is to be voted upon.

5.3.4 Expulsion shall be deemed to have occurred upon the passing of a motion by seventy-five percent (75%) of Directors present at the meeting.

5.4 Remuneration of Directors

No per diem costs or expenses incurred by Officers or Directors are to be paid by the Association unless approved in advance by the Board by specific resolution or by policy of the Board.

6.0 POWERS AND DUTIES OF THE BOARD

The Board is charged with the governance, management and oversight of the Association.

6.1 Appointment of Administrator

The Board shall engage and appoint an Administrator to carry out the day-to day operations of the Association, in which case the Board shall set out the scope of authority of the Administrator.

6.2 Other Powers and Duties

The Board may:

- a. appoint committees to assist the Board in its work;
- b. exercise all other powers and do all other acts as the Association is by its constating documents, or otherwise, authorized.

7.0 OFFICERS OF THE BOARD

7.1 Appointment of Certain Officers

- 7.1.1** At the first meeting of the Board following the Annual General Meeting, the Directors shall elect or appoint the following Officers from among them: Chair, Vice-Chair, Treasurer, Secretary and Past Chair.
- 7.1.2** The retiring Chair shall be appointed as Past Chair provided that he or she is not elected or appointed to serve a subsequent term as Chair.
- 7.1.3** The Board may combine the positions of Treasurer and Secretary and appoint one Director as Secretary-Treasurer.

7.2 Term for Certain Officers

- 7.2.1** Elected or appointed Officers (excluding the Administrator) serve for a one year term and may be re-appointed to the same position for a maximum of three (3) consecutive terms. A Director may be appointed to more than one position provided such appointments are not held concurrently and that the Director's total years of service do not exceed the provisions of Section 5.2.5.
- 7.2.2** Notwithstanding section 7.2.1, the Past Chair's total years of service may exceed the provisions of Section 5.2.5

7.3 Duties of Certain Officers

- 7.3.1** The Chair shall preside at all Board meetings and meetings of Voting Members and be an ex-officio member of all committees.
- 7.3.2** The Vice-Chair shall perform the duties and exercise the powers of the Chair in the absence or disability of the Chair.
- 7.3.3** The Treasurer shall ensure the proper recording, deposits and disbursements of all of the Association's funds.
- 7.3.4** The Secretary shall ensure that a full and complete record is kept of all proceedings of the Association, including minutes of meetings of the Voting Members and of the Board of Directors.

8.0 ADMINISTRATOR

The Administrator is a non-voting Officer and an ex-officio member of all committees. The Administrator shall be responsible for:

- a. the proper and legal conduct of the business of the Association according to policies established by the Board; and,
- b. the engagement, supervision, direction and termination of all personnel.

9.0 BOARD COMMITTEES

9.1 Appointment of Committees

- 9.1.1** The Board may appoint the standing committees of Nominations, Executive and Finance and the members thereof, subject to Section 9.3.
- 9.1.2** The Board may appoint additional committees, sub-committees and ad hoc committees (and the members thereof) to assist the Board in its work. All committees shall operate under Board-approved terms of reference.

9.2 Duties of Committees

- 9.2.1** The Nominations Committee shall recommend candidates for election to the Board at the Annual General Meeting and other meetings of the Voting Members as required.
- 9.2.2** The Executive Committee shall report to the Board at each meeting. The authority of the Executive Committee is limited to making decisions on behalf of the Board in emergency or similar situations.
- 9.2.3** The Finance Committee shall monitor the finances of the Association for risk and advise the Board accordingly; and, shall meet with the auditor to review the annual financial statements prior to presentation to the Board.
- 9.2.4** The Board may delegate other duties to committees as required.

9.3 Membership of Committees

- 9.3.1** The Nominations Committee shall have no less than three (3) Voting Members and no more than six (6) Voting Members and be comprised of:
 - a. At least one (1) Officer (excluding the Administrator) whose term as Director will continue beyond the next Annual General Meeting; and,
 - b. At least two (2) Voting Members who are not also Directors.

9.3.2 The Executive Committee shall include the Officers.

9.3.3 The Finance Committee shall include the Treasurer and two (2) Directors who are not also Officers.

10.0 MEETINGS OF THE BOARD

10.1 Notice of Meetings

10.1.1 The Board shall meet a minimum of six (6) times a year, and more often if required.

10.1.2 Meetings of the Board shall be called by the Chair. The Chair shall also call a meeting if requested to do so by a minimum of one-third (1/3) of the Directors.

10.1.3 Notice of meetings of the Board shall be in writing and delivered not less than five (5) business days prior to the meeting. Notice may be served by mail or by electronic or other means of communication approved by the Board.

10.2 Conduct of Meetings

10.2.4 The Chair of the Board shall preside at all meetings of the Board. In the absence of the Chair, the Vice-Chair shall preside at meetings. If neither the Chair nor the Vice-Chair is in attendance, the Directors shall appoint a Chair from among the Directors present for the meeting.

10.2.5 A quorum at meetings of the Board shall be fifty percent (50%) plus one. If a quorum is not present within thirty (30) minutes of the time appointed for the meeting, the meeting shall be cancelled.

10.2.6 Board meetings may be conducted by teleconference, videoconference

10.3 Voting Procedures

10.3.1 Each Director present shall have one (1) vote on all motions put forward. A simple majority vote shall decide the outcome of all motions. Votes may be cast by teleconference, videoconference, Internet or other electronic means as required. Motions which require a special resolution (as defined in the Act) shall be passed by approval of seventy-five percent (75%) of the Voting Members present.

10.3.2 The Chair does not have a second or casting vote in the event of a tie vote. If there is a tie vote, the motion is defeated.

10.3.3 In the absence of a meeting, a written resolution signed by all the Directors is as valid as if it had been passed at a meeting.

11.0 FINANCES

11.1 Business of the Association

- 11.1.1 The fiscal year shall be January 1 to December 31.
- 11.1.2 The Registered Office of the Association shall be in Vulcan, Alberta, unless the Board otherwise decides.
- 11.1.3 The Association has dispensed with the use of a corporate seal.

11.2 Borrowing and Banking

- 11.2.1 Official and financial documents may be signed by any two (2) of the following: Chair, Vice-Chair, Treasurer, Secretary and Administrator.
- 11.2.2 The Association shall conduct its banking business only with a chartered bank, trust company, ATB Financial or a credit union registered to operate in Alberta.

11.3 Audit

- 11.3.1 The financial books, accounts and records of the Association shall be audited once each year by an individual(s) appointed as auditor for that purpose at the Annual General Meeting.
- 11.3.2 A complete and proper statement of the books for the previous year shall be submitted by the Board to the Members at the Annual General Meeting.

11.4 Inspection of Books and Records

- 11.4.1 Any Director may inspect the books and records of the Association upon giving reasonable notice to the Secretary.
- 11.4.2 The Association's books and records shall be made available to any Voting Member, upon giving reasonable notice to the Secretary, for inspection during regular business hours.

12.0 PROTECTION OF DIRECTORS AND OFFICERS

12.1 Conflict of Interest

Any Director or Officer who has a material interest in any actual or proposed contract with the Association shall disclose the nature and extent of his/her interest in the contract. This contract will be referred to the Board for approval even if the contract would not ordinarily require Board approval. A Director interested in a contract referred to the Board shall abstain from voting on the contract and absent himself or herself from that portion of the meeting at which the contract is discussed.

12.2 Limitation of Liability

No Director or Officer shall be liable for:

- a. the acts, neglects or defaults of any other Director, Officer or employee of the Association;
- b. any loss, damage or expense resulting from the insufficiency or deficiency of title to any property acquired on behalf of the Association;
- c. the insufficiency or deficiency of any security in which the Association is invested;
- d. any loss or damage arising from the bankruptcy, insolvency or wrongful acts of any other person;
- e. any loss resulting from an error in judgement or oversight on their part; or,
- f. any other loss, damage or misfortune resulting from the execution of their duties.

Provided that any loss, damage or expense does not result from the Director's or Officer's wilful neglect or default.

12.3 Indemnity

Every Director and Officer, and their heirs, executors, administrators and estate shall be indemnified and saved harmless, out of funds of the Association, from all costs resulting from the Director's or Officer's performance if:

- a. the person acted honestly and in good faith with a view to the best interest of the Association, and,
- b. in the case of a criminal or administrative act or proceeding enforced by monetary penalty, they had reasonable grounds for believing that their conduct was lawful and provided that:
- c. the person seeking indemnification has given the Association prompt written notice of any such claim, law suit or action, and,
- d. they cooperate in a reasonable manner with the Association and its agents in defence of the claim, law suit or action.

12.4 Insurance

The Association maintain directors and officers liability insurance.

13.0 RESOLUTION OF DISPUTES

The Board shall establish a written policy to resolve disputes between the Association and any voting Member of the Association.






14.0 AMENDMENTS TO THE BYLAWS

The Bylaws may be rescinded, altered or added to by special resolution at a general meeting.

15.0 DISSOLUTION OF THE ASSOCIATION

The Association may be dissolved by a special resolution. Upon dissolution of the Association, the Association shall disburse the balance of all money and property received by the Association from any source, after the payment of all debts and obligations of the Association, to non-profit entities or municipalities within the Province of Alberta as determined by the Board.

DATED at 30 in the province of Alberta this Apr^{30th} day of April, 2012.

Signature 	Address
Name <u>ROD RUARK</u>	<u>Box 1073 VULCAN AB T0L 2B0</u>
Signature 	Address
Name <u>Paul Ryan</u>	<u>Box 38 Exshaw AB T0L 2C0</u>
Signature 	Address
Name <u>Ben Armstrong</u>	<u>Box 117 Hussian AB. T0J 1S0</u>
Signature 	Address
Name <u>Kim</u>	<u>1620 - 20 Street Coaldale AB T1M 1J8</u>
Signature 	Address
Name <u>Earl Hemmaway</u>	<u>Box 153 Clareholm, Alberta. T0L 0T0</u>