

ITEM 2  
MANAGER'S REPORT NO. 89  
COUNCIL MEETING 1978 12 18

RE: LICENCE AGREEMENT - BURNABY ART GALLERY ASSOCIATION  
AND THE CORPORATION OF BURNABY

Following is a report from the Parks and Recreation Administrator regarding a proposed licence agreement with the Burnaby Art Gallery Association.

The attachment to this report is attached only to Council's report due to the technical nature of the information and the many pages that are involved. Any member of the public or the media wishing to obtain a copy may do so on request at the Manager's Office.

RECOMMENDATION:

1. THAT the recommendation of the Parks and Recreation Administrator be adopted.

\* \* \* \* \*

TO: MUNICIPAL MANAGER

FROM: PARKS AND RECREATION ADMINISTRATOR

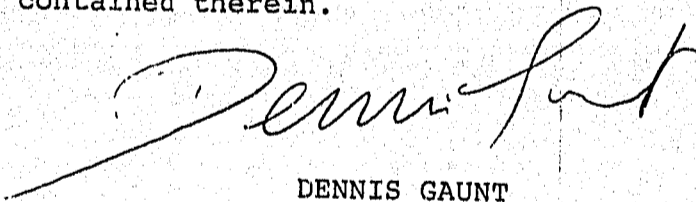
RE: LICENCE AGREEMENT - BURNABY ART GALLERY ASSOCIATION  
AND THE CORPORATION OF BURNABY

RECOMMENDATION:

1. THAT the Commission approve the licence between the Corporation of Burnaby and the Burnaby Art Gallery Association.

REPORT

At its meeting of 1978 December 06 the Parks and Recreation Commission received the attached report on the above subject matter and approved the recommendations contained therein.

  
DENNIS GAUNT

c.c. Legal Department

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RE: LICENCE AGREEMENT - BURNABY ART GALLERY ASSOCIATION  
AND THE CORPORATION OF BURNABY

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Background:

In 1975 the Burnaby Art Gallery Association initiated a project to raise money for an addition to the gallery.

Many discussions were held between the association and municipal staff relating to sources of funding and other aspects of the project. During these discussions, it was determined that no operating agreement existed between the Municipality and the Association and that such an agreement should be developed.

Work on the agreement was started in 1976 but a number of delays caused by changes in the Gallery Board, required amendments to the Gallery's constitution and by-laws, and changes in the Societies Act have made it difficult to finalize the licence agreement.

Current Situation:

A draft agreement was approved by the board of the Art Gallery Association in 1977 and since that time staff have been waiting for the Association to file and have accepted by the Registrar of Companies the amended constitution and by-laws of the Association which form a part of the proposed licence agreement.

A certified copy of the accepted changes was forwarded to staff in 1978 November.

Terms of the Licence:

The licence basically reflects a formalization of existing procedures.

The Commission will note that the licence is for a ten year period and that Clause 4(1) states that if the Municipality does not intend to renew the licence, two year's notice must be given to the Art Gallery Association. The ten year time period was felt by staff to provide sufficient security of tenure to the Association while at the same time affording the Municipality the opportunity to review the agreement for any desired changes within a reasonable number of years.

Several of the amendments to the original constitution and by-laws were initiated at the request of parks staff in order to protect more fully the interests of the Corporation, and Clause 2 (b) of the licence states that all future amendments must be approved by the Corporation.

RECOMMENDATIONS:

1. THAT the Commission approve the licence between the Corporation of Burnaby and the Burnaby Art Gallery Association.
2. THAT the Commission so recommend to Council.

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THIS AGREEMENT made this 9th day of January,  
1978.

BETWEEN:

THE CORPORATION OF THE DISTRICT OF BURNABY  
(hereinafter called "the Corporation")

OF THE FIRST PART

A N D:

BURNABY ART GALLERY ASSOCIATION  
(hereinafter called "the Licensee")

OF THE SECOND PART

WHEREAS the Corporation is the owner in fee simple of ALL AND SINGULAR that certain parcel or tract of land and premises (hereinafter called "the land") situate, lying and being in the Municipality of Burnaby, in the Province of British Columbia, and more particularly known and described as:

Lot 2  
District Lot 79  
Group 1  
Plan 536  
New Westminster District  
Except Part subdivided by Plan 26865

AND WHEREAS Ceperley Mansion, known as 6344 Gilpin Street, Burnaby, British Columbia, is situated on the land (hereinafter called "the premises").

AND WHEREAS the Licensee has agreed to abide by the Constitution and By-Laws, and amendments thereto, of the Licensee, a copy of which is attached hereto and marked Schedule "A".

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AND WHEREAS the Licensee has agreed not to amend the Constitution and By-Laws of the Licensee without first obtaining the written permission of the Corporation.

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AND WHEREAS the Licensee desires to use the premises for the purposes of operating a public art gallery.

NOW THIS LICENSE WITNESSETH AS FOLLOWS:

1. The Corporation hereby grants unto the Licensee the license, permission and privilege to use the premises during the term of ten (10) years, commencing on the 31st day of December, 1977 and ending on the 30th day of December, 1987, paying therefor during the said term the sum of One Dollar (\$1.00) on the 31st day of December, 1977 and the 31st day of December in each year thereafter.

2. The Licensee hereby covenants with the Corporation:

(a) To operate a public art gallery in accordance with the terms of this Agreement and in accordance with Schedule "A" and to abide by Schedule "A" and any amendments thereto approved by the Corporation.

(b) Not to amend or change Schedule "A" or any amendments thereto, without the written permission of the Corporation.

(c) To furnish the premises.

(d) To keep the Corporation's equipment, articles and utensils in good and sufficient repair, reasonable wear and tear only excepted, and in a clean and sanitary condition, and will repair according to notice and will leave same in good repair, and without limiting the generality of the foregoing will clean up and dispose of all paper, bottles, refuse, garbage and like matter from the premises.

(e) To use any profits arising from the use of the premises in maintaining, improving, or developing the said public art gallery.

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- (f) To keep proper books of account with respect to the premises showing the receipts and disbursements, and to keep said books available for inspection at all times by proper officers of the Corporation.
- (g) To acquire at the Licensee's own expense all necessary permits and licenses.
- (h) To bear all charges and expenses in connection with the use and operation of the premises, including telephone and other services and materials supplied to, and garbage collection from, the premises; PROVIDED HOWEVER that the Corporation will bear all charges and expenses in connection with all propane gas, gas, electricity and water.
- (i) To replace any equipment, articles or utensils of the Corporation on the premises, lost, destroyed or damaged, reasonable wear and tear excepted.
- (j) To keep all verandahs, patios, stairs and steps of the premises clear of ice, snow and debris.
- (k) To allow the Corporation, its servants, employees, agents, contractors and all others the licensees of the Corporation at all reasonable times to enter, pass and repass in and upon the premises.
- (l) Not to carry on, or permit to be carried on, in or upon the premises any activity which the Corporation shall deem to be a nuisance or annoyance.
- (m) To observe and abide by all laws, regulations and By-laws of the Corporation or other competent authority which may be applicable to the premises and any improvements thereon and the use to which the premises and any improvements thereon shall be put by the Licensee.
- (n) To close the premises in each year for one day to be fixed by the Corporation against the use thereof by the members of the Licensee and by the public.

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(o) Not to assign or sublet this Agreement without the consent in writing of the Corporation.

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(p) To be responsible for and indemnify and save harmless the Corporation from and against all claims and demands, loss, costs, damages, actions, suits or other proceedings by whomsoever suffered, made, brought or prosecuted and howsoever caused, in any manner based upon, occasioned by or attributable to the execution or performance of these presents, or any action taken or thing done or maintained by virtue or in consequence hereof or omitted to be so taken, done or maintained, or the exercise or purported exercise in any manner of rights arising hereunder.

(q) To assume all risk of injuries (including death) to any person and damage to any property whatsoever in any way arising out of or in connection with the use of the said premises, or anything done or omitted to be done by the Licensee, its servants, employees or agents or members of the said Licensee.

(r) To provide at the Licensee's cost and expense all cleaning, janitorial service and security services for the premises.

(s) Except as hereinafter provided, not to make any claim or demand against the Corporation for detriment, damage or injury of any nature and howsoever caused to the premises or to the Licensee's use or occupation thereof or to any buildings, structures, erections, improvements, motor or other vehicles, materials, supplies, articles, goods, effects or things at any time erected, brought, placed, made or being upon the premises.

(t) Not to commence the construction or alteration to the premises, either internally or externally, without the written approval of the Corporation.

(u) To furnish the Corporation annually, at the end of each fiscal year, with an audited operating statement and balance sheet, together with a current list of its members.

(v) Not to carry on or permit to be carried on, in or upon the premises any trade or business without first obtaining the written approval of the Corporation.

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3. The Corporation hereby covenants with the Licensee:

(a) To maintain the exterior and interior of the premises, including painting.

(b) To insure and keep insured the premises while this Agreement is in force against loss by fire, and to provide Comprehensive General Liability Insurance coverage in respect of the premises. The limits of liability provided in the Comprehensive General Liability policy shall not be less than the following:

Bodily Injury Liability	\$500,000.00	each occurrence
Property Damage Liability	\$500,000.00	each occurrence

A Cross Liability clause shall be made part of the General Liability Insurance policy.

(c) To pay the costs of heating and lighting the premises.

4. It is mutually understood and agreed by and between the parties hereto:

(a) In the event that the Licensee amends or changes Schedule "A", or amendments thereto, without the written permission of the Corporation then this shall constitute a breach of this Agreement, and the Corporation, at the Corporation's option, may give to the Licensee thirty (30) days' written notice terminating this Agreement, and at the end of the said thirty (30) days this Agreement and everything herein contained and the estate or term herein set out shall absolutely cease, determine and be void, and it shall be lawful for the Corporation at any time thereafter to enter upon the premises or any part thereof, in the name of the whole, to re-enter, repossess, and enjoy the same, anything herein contained to the contrary notwithstanding, and the Licensee shall vacate the premises on the date mentioned in such notice. No termination as aforesaid shall give rise to any claim whatsoever on account of or arising out of such termination.

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(b) That the Corporation will release the Licensee from legal liability for damage caused by fire, explosion or smoke. 111

(c) That the Licensee is in no sense a servant, employee, or agent of the Corporation and the Corporation shall in no manner be responsible for the debts and liabilities of the Licensee.

(d) That any building, structure or other like improvements, now on the land or hereafter constructed or placed thereon or attached thereto, either by the Corporation or the Lessee, during the currency hereof, are the property of the Corporation and no compensation shall be payable by the Corporation to the Licensee for any buildings, structures or other like improvement constructed, placed or attached to the land by the Licensee.

(e) That any furniture placed on the premises by the Licensee shall at all times remain the property of the Licensee, any rule at law to the contrary notwithstanding.

(f) That this Agreement is not to be construed as conferring on the Licensee or on any other person on behalf of the Licensee any legal or equitable estate or interest or tenancy in any lands, premises, furniture, equipment, articles, utensils, matter or thing of the Corporation, or either of them, and in particular in the premises.

(g) Whenever in this Agreement it is stipulated that anything shall be done or performed by either of the parties hereto it shall be assumed that such party has thereby entered, and such party does hereby enter into a covenant with the other party to do or perform the same.

(h) That in the event of the Licensee at any time not complying with the provisions of this Agreement, or in case the Licensee shall not well and truly perform the stipulations, covenants and agree-



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ments on its part in these presents contained, or in the case of the bankruptcy or insolvency of the Licensee, or in the case of its entering into any arrangement or composition with its creditors or in case it shall endeavour to or shall assign, underlet or part with the possession of the premises or any part thereof, or any furniture, equipment, articles or utensils or the privilege hereby granted without the consent in writing of the Corporation, then in all, either, or any of such cases the Corporation may thereupon cancel and terminate this Agreement by giving the Licensee thirty (30) days' written notice, but without prejudice to the remedies of either party in respect of any previous breach thereof. And the Licensee shall vacate the premises on the date mentioned in such notice. No termination as aforesaid shall give rise to any claim whatsoever on account of or arising out of such termination.

(i) That in the event that the Corporation requires the premises for its own use then the Corporation may thereupon cancel and terminate this Agreement by giving the Licensee two (2) years' written notice, but without prejudice to the remedies of either party in respect of any previous breach thereof. And the Licensee shall vacate the premises on the date mentioned in such notice. No termination as aforesaid shall give rise to any claim whatsoever on account of or arising out of such termination.

(j) That if the premises shall be destroyed, demolished or damaged by fire, then the Corporation may cancel and terminate this Agreement by giving the Licensee thirty (30) days' written notice, and at the end of the said thirty (30) days this Agreement and everything herein contained and the estate or term herein set out shall absolutely cease, determine and be void, and it shall be lawful for the Corporation at any time thereafter to enter upon the premises or any part thereof, in the name of the whole, to re-enter, repossess and enjoy the same, anything herein contained to the contrary notwithstanding, and the Licensee shall

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vacate the premises on the date mentioned in such notice. No termination shall give rise to any claim whatsoever on account of or arising out of such termination. The sum payable to the Corporation shall be apportioned to the date of such destruction, demolition or damage.

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(k) That, subject to the terms of this Agreement, and subject to the Licensee paying the sums set out in clause 1 hereof, and performing the covenants herein on its part contained, the Licensee shall and may peaceably possess and enjoy the premises.

(l) If the Corporation does not intend to renew this Agreement, the Corporation shall, two (2) years prior to the expiration of the term herein set out, give to the Licensee notice in writing to such effect.

(m) That any notice required or desired to be given under or in respect of any of the terms of this Agreement may be given by mailing the same in a prepaid registered envelope addressed to the party to whom the same is to be given as follows:

If given to the Corporation:

The Corporation of the District of Burnaby  
 4949 Canada Way  
 Burnaby, B.C. V5G 1M2

If given to the Licensee:

Burnaby Art Gallery Association  
 6344 Gilpin Street  
 Burnaby, B.C. V5G 2J3

and any notice so given shall be deemed to have been given when in the ordinary course of post it should have been delivered.

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(n) That the expressions the "Corporation" and the "Licensee" herein contained shall be deemed to include the successors and assigns of such parties wherever the context so admits.

(o) That wherever the singular or masculine is used in this Agreement it will be construed as meaning the plural or feminine or body corporate where the context or the parties hereto so require.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed as of the day and year first above written.

THE CORPORATE SEAL OF THE )  
 CORPORATION OF THE DISTRICT )  
 OF BURNABY WAS HEREUNTO )  
 AFFIXED IN THE PRESENCE OF: )  
 )  
 )  
 \_\_\_\_\_ )  
 MAYOR )  
 )  
 )  
 \_\_\_\_\_ )  
 CLERK )  
 )

THE SEAL OF BURNABY ART GALLERY )  
 ASSOCIATION WAS HEREUNTO )  
 AFFIXED IN THE PRESENCE OF: )  
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SCHEDULE A

"SOCIETIES ACT"

MUNICIPAL MANAGER'S  
OFFICE

CONSTITUTION - THE BURNABY ART GALLERY ASSOCIATION

1. The name of the Society is "THE BURNABY ART GALLERY ASSOCIATION".
2. The objects of the Society are:-
  - (a) The establishment and maintenance of an Art Gallery for the perpetual benefit of the citizens of the District of the Municipality of Burnaby, for the acceptance of gifts, bequests or loans of works of art; to purchase, acquire or exchange works of art and to exhibit and display such works of art; to hold special exhibitions from time to time, and to make rules and regulations for the control, maintenance and management of such Art Gallery and for the admission of the Public thereto.
  - (b) To acquire by gift, bequest, lease, exchange or purchase any lands, buildings, or hereditaments, whether freehold or leasehold, for the use of the Society.
  - (c) To erect on any such lands any buildings or improvements necessary for the proper use and occupation of the same by the Society.
  - (d) To encourage and aid those directly engaged in the practice of the visual arts in Burnaby.
  - (e) To interpret and promote an interest in the visual arts through such media as lectures, art films, et al.
3. The operations of the Society are to be chiefly carried on in the District of the Municipality of Burnaby, in the Province of British Columbia.

Signed on 22nd day of March, 1968  
by Registrar of Companies.

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SCHEDULE B

"SOCIETIES ACT"

BY-LAWS - THE BURNABY ART GALLERY ASSOCIATION

ARTICLE I - PRELIMINARY:

In these By-laws, unless the context otherwise requires, words importing the singular indicate the plural and vice versa, and words importing the masculine gender indicate the feminine and bodies corporate; "Act" means the "Societies Act"; "Constitution", "Extra-ordinary Resolution" and "Subscription" have the meanings respectively assigned to them by the Act; "Executive Committee" shall mean the Executive Committee mentioned in Article Four (4) hereof.

ARTICLE II - MEMBERSHIP:

- (a) Any person shall be eligible for membership in the Society.
- (b) Only members in good standing shall be eligible for office or have the right to vote at any meeting of the Society.
- (c) Application for membership must be submitted to the Membership Chairman together with the prescribed fee.

ARTICLE III - CLASSES OF AND QUALIFICATIONS FOR MEMBERSHIP:

(a) HONORARY LIFE MEMBERS

The Executive Committee may at any time confer upon any person distinguished by rank or station, or by his or her contribution to the fine arts, or to the objects and purposes of the Association membership as an Honorary Life Member and such person shall thereupon become entitled to all the privileges of membership for life.

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(b) DONORS

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A donor shall be any person who shall have subscribed or donated to the Association ONE THOUSAND DOLLARS (\$1,000.00) or more, in a single payment or in a single donation.

(c) BENEFACTORS

A benefactor shall be any person who shall have subscribed or donated to the association money or property to the value of FIVE THOUSAND DOLLARS (\$5,000.00) or more in a single donation and his name shall be posted in the Art Gallery.

(d) SINGLE MEMBERSHIP

Any person shall, for a period of one year, be entitled to the privileges of membership upon payment of a fee to be determined by the Executive Committee.

(e) FAMILY MEMBERSHIP

Each spouse comprised within a family membership shall for a period of one year be entitled to the privileges of membership upon payment of a fee to be determined by the Executive Committee.

(f) BUSINESS MEMBERSHIP

Any business approved by the Executive Committee shall be entitled to the privileges of membership upon payment of a Membership Fee of ONE HUNDRED DOLLARS (\$100.00) and shall be entitled to nominate one (1) Executive to exercise its privileges of membership.

(g) GROUP MEMBERSHIP

Bodies corporate and associations or other organizations of more than ten (10) members approved by the Executive Committee shall be entitled to membership upon payment of a Membership Fee to be determined by the Executive Committee. Such organization shall be entitled to one (1) vote.

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(h) STUDENT MEMBERSHIP

Any person attending a secondary school, vocational school or university on a full-time basis, shall be entitled to membership upon payment of a Student Membership Fee to be determined by the Executive Committee.

(i) SENIOR CITIZENS

Any senior citizen may become a member upon payment of a membership fee to be determined by the Executive Committee.

(j) PRIVILEGES AND RESPONSIBILITIES OF MEMBERSHIP

Active Membership shall confer upon Members in good standing the following privileges:

(a) The right to vote at all annual and general meeting of the Association

(b) Eligibility, if nineteen (19) years of age or over, to serve as an elected officer of the Association.

(c) The right to use the lounge of the Burnaby Art Gallery.

(d) The right to attend opening receptions of the Burnaby Art Gallery.

(e) The right to attend lectures and films given under the sponsorship of the Burnaby Art Gallery.

(f) The right to a ten per cent (10%) discount on all purchases from the gallery, such discount being from time to time revisable at the discretion of the Executive Committee.

(g) The right to special financial consideration on any future courses planned and given by the gallery, the amount of such consideration to be determined by the Executive Committee at a time commensurate with the giving of the course.

(h) The Executive Committee shall have the power by a vote of three-fourths (3/4) to suspend any member whose conduct

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shall have been determined by the Executive Committee to be improper, unbecoming, or likely to endanger the interest or reputation of the Society, or who wilfully commits a breach of the Constitution, or By-Laws of the Society; provided, however, that in all such cases, a suspended member shall be given as his or her right, the reasons for such suspension. In all cases, where the Executive Committee suspends a membership, the member may within Thirty (30) days of such suspension demand in writing that the matter be referred to a general meeting. On the filing of such a demand at the office of the Society, the next general meeting shall deal with the suspension.

(i) Any member of this Society who has been suspended according to Paragraph (h) above, shall be given reasonable notice to appear before the Annual General Meeting and given an opportunity to state his or her case before the general membership. Should two-thirds (2/3) of the members present ratify the suspension, then expulsion from the Society follows.

(j) Any member of the Society who has been suspended according to Paragraph (h) above, shall have none of the Privileges of Membership immediately after suspension.

ARTICLE IV - MEETINGS:

(a) In each year the Annual General Meeting of the Association shall be held during the month of May, and at a time and a place to be decided upon by the Executive Committee, and if no such decision is made before the first day of April, in any year, then the President shall so decide and, if his decision is not made before the fifteenth (15th) day of April in any year, the Vice-President or any five (5) members of the Executive Committee may so decide.



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(b) Not less than fourteen (14) days notice of the time and place of the Annual General Meeting or any special general meeting of the Association, shall be given to all members of the Association.

(c) Every member of the Association shall, together with notice of the Annual General Meeting of the Association, be furnished with a copy of the audited financial statements relating to the affairs of the Association, for the proceeding fiscal year.

(d) A special general meeting may be called by the Executive Committee at any time, provided not less than fourteen (14) days notice is given to the membership.

(e) Executive meetings shall be held monthly, or as deemed necessary.

(f) No business shall be transacted by any Executive meeting unless a quorum of a simple majority of the executive members is present.

(g) At Annual General Meetings a quorum shall consist of twenty (20) members in good standing.

(h) The Executive Committee may whenever it thinks fit and shall, upon a requisition signed by not less than ten (10) members of the Society in good standing, call a special general meeting. In the case of a requisition, such meeting shall be called for a date not more than ninety (90) days after the delivery of the requisition. The requisition shall set forth the object of the meeting and shall be delivered to the offices of the Society. If the Executive Committee does not within thirty (30) days after the delivery of the requisition call such a meeting of the Society, then the requisitioners may themselves call a meeting.

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ARTICLE V - OFFICERS AND EXECUTIVE:

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(a) The officers of the Society shall be: President, First Vice-President, Second Vice-President and Treasurer.

(b) The Executive Committee shall be composed of the above-mentioned officers, three (3) elected trustees, the chairman of each standing committee and the past president.

(c) The Director of the Burnaby Art Gallery shall attend all meetings of the Association and its Executive Committee. The Director shall not be a member of the Executive Committee or an Officer of the Society. The Director shall submit a written report at each meeting of the Executive Committee. The report shall detail the activities of the Director; the Gallery employees, both temporary and permanent; public attendance to the Gallery; budget requirements for the exhibition and extension programmes; an outline of forthcoming exhibitions and extension and education activities, and all matters affecting the present and future course of the Burnaby Art Gallery.

(d) The Recording Secretary shall be a person employed by the Gallery as a permanent staff member. The Recording Secretary shall attend all General, Special and Annual General Meetings of the Association and all Monthly Executive Committee Meetings. The Recording Secretary shall record the attendance and keep all Minutes and records of the Society and shall attend to all clerical work. The Recording Secretary shall not be a member of the Executive Committee or an Officer of the Society but shall be compensated for attending all evening meetings, either financially or by equivalent time off from normal working hours.

ARTICLE VI - STANDING COMMITTEE:

(a) The President, subject to the approval of the Executive Officers, shall, as soon as elected, establish such

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Standing Committees as are necessary to carry out the purposes of the Association. The Chairman of such Committees shall be appointed by the President, subject to the foregoing approval, and shall sit as a member of the Executive Committee. Each Chairman shall, when required by the President or the Executive Committee, submit a written report outlining the activities of the Standing Committee in question.

ARTICLE VII - ELECTIONS:

(a) The Officers and Trustees of the Society shall be elected each year at the Annual General Meeting. The elected members shall take office immediately following the Annual Meeting.

(b) At the Annual General Meeting of the Association, a Nominating Committee of three (3) members, who are not members of the Executive Committee, shall be elected for the ensuing year.

(c) The said Nominating Committee shall prepare a slate of officers and trustees for the next Annual General Meeting and all members shall be notified in writing with the notice of the Annual Meeting, having at least one (1) candidate for each office. Further nominations shall be accepted from the floor with prior approval of nominee in writing.

(d) All voting shall be by secret ballot.

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ARTICLE VIII - REPLACEMENT OF OFFICERS:

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Should a vacancy occur among the officers, said vacancy may be filled by the Executive Committee, as they deem fit.

ARTICLE IX - DUTIES OF OFFICERS AND EXECUTIVE:

(a) The President shall preside at all general meetings and generally supervise the Society's activities.

(b) The first Vice-President shall perform the President's duties in the latter's absence, or at the President's request, and shall accept responsibility for any area of activities of the Association as designated by the President.

(c) The second Vice-President shall perform the duties of the President or of the first Vice-President, in their absence or at their request and shall accept responsibility for any area of activities of the Association as designated by the President.

(d) The Treasurer, shall receive all monies due to the Society, and all Committees of the Society, and shall be responsible for their safekeeping. The Treasurer shall maintain appropriate records of all assets, liabilities, receipts, and disbursements, and shall pay all bills, approved by the Executive Committee. All records and books of the Society may be inspected at any regular Society meeting by any member in good standing upon one week's prior request.

(e) The elected trustees of the Society shall attend all meetings, both General and Executive, and shall assume responsibility as directed.

(f) The Chairman of the Committees shall, with the Directors and the Officers, attend all meetings both General and Executive and shall report to the Executive Committee upon the planning and

implementation of the programmes of their respective committees as and when required and shall assume any other responsibility as directed.

(g) The Executive Committee may from time to time by resolution prescribe further classes of annual membership, and by such resolution, shall prescribe the amount of the annual fee for each such class of membership, and upon payment of the amount of the annual fee so prescribed for a class, a person shall become a member of that class, and shall be entitled to the privileges of membership for a period of one (1) year.

(h) The Executive Committee may review the fees for any class of membership and may change such fees if a majority of the members of the Executive Committee vote in favour of such fees. All fees shall be renewable twelve (12) months from the day of acceptance of a membership.

(i) Any officer or director of the Society shall be deemed to have vacated his office or directorship if he fails to attend three consecutive Executive Meetings of the Society, and fails to file with the Executive Committee a letter establishing just cause for his/her absence. Such letter must be filed within fifteen (15) days of the officer or director being served notice by the Executive Committee of the fact that he has failed to attend three consecutive executive meetings.

ARTICLE X - REVENUE AND EXPENDITURE:

(a) Every officer of the Association whose duties include the receipt or charge of money shall before entering upon his duties, give such security (if any) as may from time to time be deemed necessary by the Executive Committee.

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(b) The Executive Committee shall have power subject to the provisions of the Act to invest the whole or any part of the funds of the Association as it may from time to time see fit.

(c) The Executive Committee may from time to time by resolution accept donations, grants, gifts, bequests, and loans and may authorize the borrowing of monies from any Chartered Bank or from any person or corporation for the purposes of the Association, and subject to the provisions of the Act, may secure the repayment of the monies so borrowed, in such manner and on such terms as may be prescribed in such resolution.

(d) All funds raised by the Society or by any of its committees acting as such, shall be considered general funds of the Society and shall be subject to the procedures approved by the Society.

(e) All funds expended by the Society or by any of its committees acting as such, shall be considered general expenditures of the Society, and shall be subject to the procedures approved by the Society.

(f) The Picture Loan and the Shopping Bag shall be permitted to maintain a separate bank account and set of books. These books are the responsibility of the Treasurer of the Society, or his delegate appointed in consultation with the President and Executive Committee.

(g) The Executive Committee shall be permitted to make expenditures without previous approval of a General Meeting.

ARTICLE XI - AUDITING:

The Society shall, at each Annual General Meeting, appoint an Auditor or Auditors to hold office until the close of the next Annual General Meeting, and, if at that meeting, an appointment is not made, the Auditor(s) in office shall continue as Auditor(s) until a successor is appointed.

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ARTICLE XIII - AMENDMENTS:

(a) The Constitution may be amended only at a general or special meeting of the full membership, by a two-thirds (2/3) vote of the members present.

(b) Written notices of the resolution to amend shall be mailed to each voting member at least fourteen (14) days prior to the date of the meeting.

ARTICLE XIII - SEAL:

The seal, an impression of which shall be affixed to the minutes of the first meeting of the Society, shall be the seal of the Society. The seal shall not be affixed to any document save by authority of a resolution of the Executive Committee, and in the presence of the President or first Vice-President and any other member of the Executive Committee.

ARTICLE XIV - DISSOLUTION:

As long as there are Ten (10) members of the Society remaining in good standing, no resolution shall be proposed to surrender the Certificate of Incorporation or to wind up the Society. In the event of winding up or dissolution of the Society, the property of the Society up to the amount thereof required to pay its liabilities shall be converted into cash and the remainder thereof shall be gifted to the Municipality of Burnaby, or in the event that same is refused, shall be sold and the proceeds of such sale after deduction of the costs thereof shall be given or transferred to organizations promoting the same object of this Society as may be determined by the Members of the Society at the time of winding up or dissolution; provided that such organization shall be a charitable organization, a charitable corporation or a charitable trust recognized by the Department of National Revenue of Canada as being qualified as such under the provision of the "Income Tax Act" of Canada from time to time in effect.

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ARTICLE XV - PUBLIC ACCESS:

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The Burnaby Art Gallery Association guarantees that the facility will be available to any person or persons who wish to use it in accordance with the purpose of the facility and that the charge for using the said facility to those members of the public who are not members of the Burnaby Art Gallery Association shall be either a daily or hourly charge agreed upon between the Burnaby Art Gallery Association and the Burnaby Parks and Recreation Department.

DATED the 17th day of May, 1978.