

# SUNDRIDGE AND DISTRICT MEDICAL CENTRE MEETING

## REGULAR MEETING AGENDA

**MONDAY AUGUST 25, 2025 @ 5:00 P.M.**

Meetings will be audio recorded as per Village of Sundridge Procedural By-Law No. 2020-037 and recordings will be posted on the municipal website. The minutes will remain the official record of meeting.

### Join Zoom Meeting

<https://us02web.zoom.us/j/81356354356?pwd=htCmKpaUHml7pHKuLt3RAHwvTC6bXH.1>

Meeting ID: 813 5635 4356

Passcode: 053355

### AGENDA

C1 Call to Order

C2 Approval of Agenda

**Moved by:**

**Seconded by:**

**THAT** the agenda for the Special Meeting of the Sundridge & District Medical Centre Committee on August 25, 2025, be approved.

**Recorded Vote:**

**For**

**Against**

**Abstain**

**Brown, Budd**

**Bryson, Tim**

**Jackson, Shawn**

**Ronholm, Jim**

**Williamson, Fraser**

**Bryson, Tom**

C3 Declaration of Pecuniary Interest

C4 Deputations - None

C5 Presentations - None

C6 Approval of Minutes - None

C7 New Business

- a) Sundridge and District Medical Centre Committee – Transition to Not for Profit  
Re: Draft By-law and Articles of Incorporation

**Moved By:**

**Seconded By:**

**THAT** the Sundridge and District Medical Centre Committee receive the Draft By-Laws and Articles of Incorporation;

**AND THAT** \_\_\_\_\_.

<b>Recorded Vote:</b>	<b>For</b>	<b>Against</b>	<b>Abstain</b>
<b>Brown, Budd</b>			
<b>Bryson, Tim</b>			
<b>Jackson, Shawn</b>			
<b>Ronholm, Jim</b>			
<b>Williamson, Fraser</b>			
<b>Bryson, Tom</b>			

C8 Correspondence - None

C9 Budget Summary & Accounts Payable – None

C10 Announcements - None

C11 Notice of Future Motion

C12 Closed Session - None

C13 Adjournment

**Moved By:**

**Seconded By:**

**THAT** the Sundridge & District Medical Centre Committee now adjourn at \_\_\_\_\_ p.m. until the next regular meeting being September 16, 2025 or at the call of the Chair.

<b>Recorded Vote:</b>	<b>For</b>	<b>Against</b>	<b>Abstain</b>
<b>Brown, Budd</b>			
<b>Bryson, Tim</b>			
<b>Jackson, Shawn</b>			
<b>Ronholm, Jim</b>			
<b>Williamson, Fraser</b>			
<b>Bryson, Tom</b>			

## Review & Authorization

### Name

⚠ Incomplete

The corporation will have: an English name (example: "Green Institute Inc.")

### Nuans Report

New Corporation Name (Proposed) SUNDRIDGE AND DISTRICT HEALTHCARE FACILITY

Nuans Report Reference # [Not Provided]

Nuans Report Date [Not Provided]

Incorporation Date [Not Provided]

### General Details

Optional - can add Corporation, Incorporated, Corp. or Inc. so third parties know for sure it is a corporation

### Address

✓ Complete

Registered Office Address 5 Park Street, Sundridge, Ontario, P0A1Z0, Canada

### Director(s)

⚠ Incomplete

Please specify the Number of Directors for your Corporation Minimum/Maximum

Minimum Number of Directors 3

Maximum Number of Directors 12



## Director 1

Name	DIRECTOR ONE
Also an incorporator?	Yes
Address for Service	Canada

We can start with 6 Directors, but you will need to provide me with names. I can use 5 Park as the address for service for each or the address of each person's Council.



## Director 2

Name	DIRECTOR TWO
Also an incorporator?	Yes
Address for Service	Canada



## Director 3

Name	DIRECTOR THREE
Also an incorporator?	Yes
Address for Service	Canada

## Purposes & Provisions

✓ Complete

Corporation is a charity or intends to operate as a charity No

The establishment and operation of...

## Purposes

The purposes of the corporation are:

complementary

To provide and operate a facility offering health care and ancillary community services.

## Special Provisions

The special provision(s) are:

a. Commercial purposes, if any, included in the articles are intended only to advance or support one or more of the non-profit purposes of the corporation. No part of a corporation's profits or of its property or accretions to the value of the property may be distributed, directly or indirectly, to a member, a director or an officer of the corporation except in furtherance of its activities or as otherwise permitted by this Act.

Additional special provisions:

[Not Provided]

Upon the dissolution of the corporation and after satisfying the interests of its creditors in all its debts, obligations and liabilities, its remaining property shall be distributed to TBD

## Incorporator(s)

Complete

These will be the same as the initial 6 directors

### Incorporator 1

Incorporator Type

Individual

Name

DIRECTOR ONE

Address for Service

Canada

### Incorporator 2

Incorporator Type

Individual

Name

DIRECTOR THREE

Address for Service

Canada

### Incorporator 3

Incorporator Type

Individual

This is the information that will be submitted as your NFPCA - Articles of Incorporation and must be signed by the required persons. Please ensure the information is correct before proceeding.

Name	DIRECTOR TWO
Address for Service	Canada

## Required Signatures

I am signing these articles, application for authorization, or notice (as applicable) in accordance with the Not-for-Profit Corporations Act, 2010, regulations and Director's requirements.

I have read the review page(s) showing the information being filed that was generated as part of this electronic filing and authorized this information to be filed.

I acknowledge my agreement to the terms and conditions as a mandatory condition of filing.

Signatory Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Check one of the following:

- ☐ Incorporator
- ☐ Director
- ☐ Officer
- ☐ Liquidator (applicable only for Notice of Winding Up)
- ☐ Interested Person (applicable only for Articles of Revival)

The interest of the applicant is: \_\_\_\_\_ (e.g. Director, Officer, Member)

You must have this document signed by each required signatory.

This is the information that will be submitted as your NFPCA - Articles of Incorporation and must be signed by the required persons. Please ensure the information is correct before proceeding.

## Administrative Information

Activity Code (NAICS Code):

Description:

Official Email: corporate@lexcor.ca

An official email address is required for administrative purposes and must be kept current. All official documents or notices and correspondence to the corporation will be sent to this email address.

**Note: The official email, activity, and intention to operate as a charity collected only for administrative purposes and appear on this document; they will not appear on the public record or on any search products.**

Draft - Not an Endorsed Document

## **BY-LAW NO. 1**

A by-law relating generally to  
the conduct of the activities and affairs of

### **SUNDRIDGE AND DISTRICT HEALTHCARE FACILITY INC.**

(hereinafter referred to as the “Corporation”)

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## **ARTICLE 1 – INTERPRETATION**

### **1.1 Scope of By-laws**

These by-laws are intended to supplement the Act (as defined in the next section) by dealing with issues not covered by the Act and by varying certain of the default provisions provided in the Act. These by-laws are not intended to be a complete procedural code and are intended to be read in conjunction with the provisions of the Act.

### **1.2 Definitions**

In these by-laws and all other by-laws of the Corporation:

**“Act”** – means the *Not-for-Profit Corporations Act, 2010* (Ontario) and the regulations thereunder, as the same may be amended or replaced from time to time;

**“Administrative Member”** – means the Member appointed as such pursuant to section 2.4 below;

**“Articles”** – includes the original or restated articles of incorporation, articles of amendment, articles of amalgamation, articles of continuance, articles of reorganization, articles of arrangement and articles of revival of the Corporation, as the case may be;

**“Board”** – means the board of directors of the Corporation;

**“By-laws”** – means these by-laws and any other by-laws of the Corporation from time to time;

**“contracts, documents or instruments in writing”** – includes cheques, drafts or orders for the payment of money, promissory notes, bills of exchange, deeds, mortgages, charges, conveyances, powers of attorney, transfers and assignments of property of all kinds including transfers and assignments of shares, warrants, bonds, debentures or other securities and all other paper writings and electronic equivalents;

**“Council”** – means the municipal council which is the governing body of a municipality;

**“Councillor”** – means a member of a Council;

**“Director”** – means a director of the Corporation;

**“discretion”** – means absolute and unfettered discretion;

**“Joly”** – means The Corporation of the Township of Joly;

**“Facility”** – has the meaning ascribed thereto in section 2.1 below;

**“Fees”** – has the meaning set forth in section 3.6 below;

**“meeting of Members”** – includes an annual meeting of Members and a special meeting of Members;

**“Member”** – means a member of the Corporation, and **“Membership”** has a corresponding meaning;

**“Officer”** – means an officer of the Corporation and any officer title used with initial capital letters refers to an officer of the Corporation;

**“Premises”** – means the real property municipally known as 5 Park Street, Sundridge, Ontario P0A 1Z0;

**“Rules”** – has the meaning set forth in section 2.14 below;

**“Strong”** – means The Corporation of the Township of Strong; and

“**Sundridge**” – means The Corporation of the Village of Sundridge.

### **1.3 Extended Meanings**

In this by-law and all other by-laws of the Corporation, unless something in the subject matter or context is inconsistent therewith:

- (a) words importing the singular number shall include the plural and *vice versa*;
- (b) words importing a gender shall include the masculine, feminine and neuter genders;
- (c) words importing persons shall include individuals, partnerships, corporations, unincorporated organizations, associations, trusts, trustees, government agencies and any other form of organization or entity whatsoever;
- (d) any general terms followed by specific examples, whether using “includes”, “including”, “such as” or other similar terms, shall be interpreted broadly according to their full meaning and will not be limited to or by the examples listed; and
- (e) all terms defined in the Act and not otherwise defined herein shall have the meanings herein ascribed thereto therein.

### **1.4 Prior By-laws**

Any prior general by-laws of the Corporation are hereby repealed and any provision of any other prior by-laws of the Corporation which is inconsistent with any provision of this by-law is deemed to be repealed and superseded by the provision of this by-law to the extent of such inconsistency.

### **1.5 Enforceability**

The invalidity or unenforceability of any provision of this By-law shall not affect the validity or enforceability of the remaining provisions of this By-law.

### **1.6 Conduct of Meetings**

In the event that there is any difference of opinion or dispute pertaining to the conduct of any meeting of the Directors or Members which is not adequately dealt with by the Act, the Articles or the By-laws, the difference or dispute will be resolved, to the extent possible, by reference to the guide-book entitled *Nathan's Company Meetings For Share Capital and Non-Share Capital Corporations*.

## **ARTICLE 2– BUSINESS AND FINANCIAL MATTERS**

### **2.1 Purpose of the Corporation**

As set out in the Articles, the purpose of the Corporation is to establish and operate a facility (the “**Facility**”) at the Premises to provide healthcare and complementary community services to local residents and visitors. The Board will manage or supervise the management of the activities and affairs of the Corporation.

### **2.2 Transfer Facility to the Corporation**

As soon as possible following incorporation of the Corporation, each of the Members will transfer and contribute its ownership interest in the Facility to the Corporation. Such transfers will be structured with a view to minimizing any tax implications and other costs to the Members.

### **2.3 Registered Office**

The registered office of the Corporation will be located at the Premises.

### **2.4 Administration**

Until otherwise determine by unanimous agreement of the Members, the Administrative Member will be Sundridge. On behalf of the Corporation, the Administrative Member shall be responsible for dealing with all monies, receipts and paying of bills and will supply all bookkeeping, financial reports and any correspondence required by the Corporation. The Administrative Member will be reimbursed by an administration fee to be agreed upon by the Board/Members from time to time.

### **2.5 Financial Obligations of Members**

To the extent that the Corporation or the Facility requires funds, whether for operating deficits or otherwise, as determined by the Board in its discretion, the Members shall forthwith contribute the percentage of required funds set forth opposite their name below:

- |     |           |       |
|-----|-----------|-------|
| (a) | Strong    | \$50% |
| (b) | Sundridge | 40%   |
| (c) | Joly      | 10%   |

Funds provided by the Members to the Corporation may be structured as loans (with or without security), donations, Fees or any other form of contribution, as determined by the Board/Members. Any operating surplus from the Facility will be used to fund ongoing operations and/or improvements.

### **2.6 Limited Liability**

Notwithstanding the previous section, in recognition of the fact that Members are not, as such, liable for the liabilities of the Corporation, if the Members unanimously agree that it is no longer financially feasible to continue operating the Facility, they will have no further obligation to provide funds to the Corporation and may call any loans and realize on any security therefor.

### **2.7 Fiscal Year End**

The fiscal year of the Corporation shall terminate on the 31<sup>st</sup> day of December in each year or on such other date as the Board may from time to time by resolution determine.

### **2.8 Audited Financial Statements**

The annual financial statements of the Corporation shall be audited by [the auditor of the Administrative Member OR an independent auditor appointed by the Board].

### **2.9 Budget**

The Board shall develop and adopt a budget for each fiscal year of the Corporation that does not result in any losses (as determined for income tax purposes) and which includes a reasonable reserve for contingencies and planned capital expenditures. A copy of the budget shall be provided to all Members at the same time and in the same manner as the annual financial statements.

### **2.10 General Execution Authority**

Contracts, documents or instruments in writing requiring execution by the Corporation shall be signed by the Chair and the Secretary and all contracts, documents or instruments in writing so signed shall be binding upon the Corporation without any further authorization or formality.

### **2.11 Board May Authorize Others**

The Board is authorized from time to time by resolution to appoint any Director, Officer or any other person or persons on behalf of the Corporation to sign and deliver either contracts, documents or instruments in writing generally or to sign either manually or by facsimile signature and deliver specific contracts, documents or instruments in writing.

### **2.12 Corporate Seal**

The Corporation may have a corporate seal in the form approved from time to time by the Board. If a corporate seal is approved by the Board, the Secretary shall be the custodian of the corporate seal.

### **2.13 Banking Arrangements**

The banking business of the Corporation, or any part thereof, shall be transacted with such banks, trust companies or other financial institutions as the Board OR Administrative Member may designate, appoint or authorize from time to time by resolution and all such banking business, or any part thereof, shall be transacted on the Corporation's behalf by such one or more Officers, Directors and/or other persons as the Board may designate, direct or authorize from time to time by resolution and to the extent therein provided.

### **2.14 Policies, Rules and Regulations**

The Board may promulgate reasonable policies, rules and regulations (the "Rules"), including a code of conduct, for administration and operation of the affairs of the Corporation.

## **ARTICLE 3 – MEMBERS**

### **3.1 One Class of Members**

As provided in the Articles, there is only one class of Membership and each Member shall be entitled to receive notice of, to attend and to vote at all meetings of the Members. Each Member is entitled to one vote.

### **3.2 Initial Members**

Until changed in accordance with the provisions hereof, the Members are: [What if 2 or more Members amalgamate?]

- (a) Strong;
- (b) Sundridge; and
- (c) Joly.

### **3.3 New Members**

A new Member may only be admitted with the unanimous approval of the existing Members.

### **3.4 Resignation of Membership**

A Member may resign its Membership on giving not less than a full fiscal year's notice to the other Members.

### **3.5 Membership is Not Transferable**

A Membership may not be assigned or transferred without the prior express consent of all the Members.

### **3.6 Board to Set Fees**

[While most NFPC's have fees for Members, it does not seem necessary given the financial obligations of these Members.] The Board shall have discretion to set all Membership fees (collectively, "Fees") and to waive any or all of the Fees for any period.

### **3.7 Term of Membership**

Membership shall be for an indefinite term, subject to termination only in accordance with these By-laws.

### **3.8 Termination of Membership**

A Membership is terminated when:

- (a) the Member is dissolved or otherwise ceases to exist; or
- (b) the Corporation is liquidated or dissolved under the Act;

provided that no such termination will exonerate the Member from any financial or other obligations which have accrued at such time.

## **ARTICLE 4 – DIRECTORS**

### **4.1 Number of Directors**

The Board will be comprised of a number of Directors equal to twice the number of Members.

### **4.2 Nomination and Election of Directors**

Each Member will have the right to nominate two of their current Councillors for election as Directors. [Consider whether Directors really need to be Councillors?] Each Member will vote at all meetings of the Members and act in all other respects in connection with the corporate proceedings of the Corporation in such manner as to ensure that the individuals who are the nominees of the Members are elected or appointed and maintained in office from time to time as Directors. No Member shall exercise any voting rights to remove a person as Director without the consent of the Member that nominated such person as Director. In the event that a vacancy shall occur on the Board, all Members shall exercise their voting rights to fill such vacancy with a nominee of the Member who nominated the person who is the vacating Director.

### **4.3 Term of Directors**

Directors shall be elected and hold office until the earlier of:

- (a) the next annual meeting of Members or until their successors have been elected or appointed;
- (b) removal by the Member who nominated such Director;

- (c) the date on which a Director ceases to be a Councillor. [Not really necessary, but can keep if you want.]

#### **4.4 Remuneration of Directors**

The Directors shall serve as such without remuneration, but they shall be entitled to be reimbursed for all travel and other expenses properly incurred by them in connection with the affairs of the Corporation.

#### **4.5 Resignation of Director**

A Director may resign by written notice to the Corporation, which resignation will be effective when the Corporation receives the written notice or at the time specified in the notice, whichever is later.

### **ARTICLE 5 – OFFICERS**

#### **5.1 Chair**

At the first meeting of the Board following incorporation and each annual meeting of the Members, the Directors will elect one of their number to be the Chair. The Chair will be the chief executive officer of the Corporation and the primary liaison between the Corporation and all third parties. The Chair shall, when present, preside at all meetings of the Board and at all meetings of the Members and will have such other authority and duties as may be set forth in the By-laws or assigned by the Board from time to time. [Any remuneration?]

#### **5.2 Secretary**

The Administrative Member will designate a member of its staff to act as Secretary. The Secretary shall give, or cause to be given, all notices required to be given to Members, Directors, auditors and members of committees of the Board. The Secretary shall attend meetings of the Board and of the Members and shall enter or cause to be entered in books kept for that purpose minutes of all proceedings at such meetings. The Secretary will be paid a stipend [by Sundridge or by the Corporation?] for each meeting so attended.

#### **5.3 Other Officers**

The Board may designate other offices of the Corporation, appoint Officers on an annual or more frequent basis, specify their duties and, subject to the Act, delegate to such Officers the power to manage specific activities and affairs of the Corporation. A Director may be appointed to any office of the Corporation but an Officer need not be a Director.

#### **5.4 Removal and Termination**

In the absence of a written agreement to the contrary, the Board may remove, whether for cause or without cause, any Officer of the Corporation. Unless so removed, an Officer shall hold office until the earlier of:

- (a) the expiry of the Officer's term of office;
- (b) the Officer's successor being appointed;
- (c) the Officer's resignation; and
- (d) the Officer's death or incapacity.

## **ARTICLE 6 – MEETINGS OF MEMBERS**

### **6.1 Annual Meeting of Members**

The annual meeting of Members shall be held at the registered office of the Corporation, or at any other place within Ontario, as the Board may determine. [Fixed date or month?]

### **6.2 Electronic Meetings**

Any meeting of the Members may be held, at the discretion of the Directors or Members entitled to call the meeting, entirely by telephonic or electronic means.

### **6.3 Resolutions by Email**

Without limiting the generality of the previous section, a resolution circulated, and signed or approved, using electronic mail, by all of the Members entitled to vote on that resolution at a meeting of Members is as valid as if it had been passed at a meeting of Members.

### **6.4 Notice of Meetings of Members**

Notice of the time and place of a meeting of Members shall be given to each person entitled to be present thereat not less than 14 days before the meeting and may be given by personal delivery, mail, registered mail, courier, telephone, facsimile transmission and electronic mail.

### **6.5 Quorum for Meeting of Members**

At any meeting of Members, a quorum for the transaction of business shall be at least two persons present in person, each being a Member entitled to vote thereat or a duly appointed proxy or representative for a Member, and holding or representing by proxy not less than a majority of the votes entitled to be cast thereat.

### **6.6 Persons Entitled to be Present**

The only persons entitled to be present at a meeting of Members shall be the Members, the Directors, the public accountant of the Corporation, if any, and such other persons who are entitled or required under any provision of the Act, the Articles or the By-laws to be present at the meeting. Any other person may be admitted to a meeting of the Members only on the invitation of the chair of the meeting or by a resolution of the Members.

### **6.7 Voting by Proxy**

Members not in attendance at a meeting of Members may vote by appointing in writing a proxyholder, and one or more alternate proxyholders, who are not required to be Members, to attend and act at the meeting in the manner and to the extent authorized by the proxy and with the authority conferred by it subject to the following requirements:

### **6.8 Deposit of Proxies for Meetings of Members**

A proxy shall be deposited with the chair or secretary of the meeting before any vote is called at the meeting.

### **6.9 Chair**

The Chair shall chair all meetings of the Members. In the absence of the Chair, the Members shall choose another Director as chair of the meeting and if no Director is present or if all the Directors present decline to act as chair, the Members shall choose one of their number to be chair of the meeting.

#### **6.10 Votes to Govern**

At any meeting of Members, every question shall, unless otherwise provided by the Articles or By-laws or by the Act, be determined by a majority of the votes cast on the question and voting shall be done by a show of hands unless a ballot on the question is required by the chair or requested by any Member. A declaration by the chair that a resolution has been carried and an entry to that effect in the minutes is conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against the resolution.

#### **6.11 Ballot**

If, at any meeting of Members, a ballot is requested on the election of a chair of the meeting or on the question of adjournment, it must be taken forthwith without adjournment. If a ballot is requested on any other question, it shall be taken in such manner as the chair directs. The result of a ballot shall be deemed to be the resolution of the meeting at which the ballot was requested.

#### **6.12 No Casting Vote**

In the case of an equality of votes at any meeting of Members, the chair of the meeting shall not be entitled to a second or casting vote.

#### **6.13 Adjournments**

Any meeting of Members may be adjourned to any time and from time to time, and any business may be transacted at any adjourned meeting that might have been transacted at the original meeting from which the adjournment took place.

### **ARTICLE 7 – MEETINGS OF DIRECTORS**

#### **7.1 Monthly Meetings of Directors**

Regular meetings of the Board shall be held at the registered office of the Corporation at 19:00 hours on the third Tuesday of each calendar month or at such other time and place and on such other day as the Chair or any three Directors may determine.

#### **7.2 Electronic Meetings**

Any meeting of the Directors may be held, at the discretion of the person or persons entitled to call the meeting, entirely by telephonic or electronic means.

#### **7.3 Resolutions by Email**

Without limiting the generality of the previous section, a resolution circulated, and signed or approved, using electronic mail, by all of the Directors entitled to vote on that resolution at a meeting of Directors or of a committee of Directors is as valid as if it had been passed at a meeting of Directors or of a committee of Directors.

#### **7.4 Notice of Meetings of Directors**

[No notice required for regular monthly meetings?] Notice of the time and place of a meeting of the Board shall be given to each Director not less than 48 hours before the meeting and may be given by personal delivery, mail, registered mail, courier, telephone, facsimile transmission and electronic mail. Each newly elected Board may without notice hold its first meeting for the purposes of organization immediately following the meeting of Members at which such Board was elected.

### **7.5 Quorum for Meeting of Directors**

At any meeting of the Board, a quorum for the transaction of business shall be a majority of the number of Directors constituting the Board from time to time. A quorum for the transaction of business at meetings of a committee of Directors shall be a majority of the persons constituting the committee.

### **7.6 Others May Be Present**

Such other persons as the Board may from time to time, by resolution, determine shall be entitled, in the same manner and to the same extent as a Director, to notice of, and personally to attend and to speak at meetings of the Board, but are not entitled to vote thereat.

### **7.7 Chair**

The Chair shall chair all meetings of the Board. In the absence of the Chair, the Directors present at a meeting of the Board shall choose another Director as chair of the meeting.

### **7.8 Voting**

At all meetings of the Board, every question shall be decided by a majority of the votes cast on the question and voting shall be done by a show of hands unless a ballot on the question is required by the chair or requested by any Director. A declaration by the chair that a resolution has been carried and an entry to that effect in the minutes is conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against the resolution.

### **7.9 No Casting Vote**

In case of an equality of votes at any meeting of the Directors or any committee thereof, the chair of the meeting shall not be entitled to a second or casting vote in addition to his or her original vote.

### **7.10 Adjournments**

Any meeting of the Board may be adjourned to any time and from time to time, and any business may be transacted at any adjourned meeting that might have been transacted at the original meeting from which the adjournment took place.

## **ARTICLE 8 – OTHER ROLES, INTERESTS AND INDEMNIFICATION**

### **8.1 Conflict of Interest**

In accordance with the Act, a Director, Officer, or member of a committee who has an interest, or who may be perceived as having an interest, in a proposed contract or transaction with the Corporation will comply with the Act and will disclose fully and promptly the nature and extent of such interest to the Board or Committee, as the case may be, will refrain from voting or speaking in debate on such contract or transaction, will refrain from influencing the decision on such contract or transaction, and will otherwise comply with the requirements of the Act regarding conflict of interest.

### **8.2 Separate Services of Directors**

Subject to compliance with the conflict of interest provisions of the Act, if any Director shall be a *bona fide* employee of the Corporation or shall perform services for the Corporation otherwise than as a Director or shall be a member of a firm or a shareholder, director or officer of a body corporate which is employed by or performs services for the Corporation, the fact of his or her being a Director shall not disentitle such Director or such firm or body corporate, as the case may be, from receiving proper remuneration for such services.

### **8.3 Interest of Directors and Officers Generally in Contracts**

Subject to compliance with the conflict of interest provisions of the Act, no Director or Officer shall be disqualified by his or her office from contracting with the Corporation nor shall any contract or arrangement entered into by or on behalf of the Corporation with any Director or Officer or in which any Director or Officer is in any way interested be liable to be voided nor shall any Director or Officer so contracting or being so interested be liable to account to the Corporation for any profit realized by any such contract or arrangement by reason of such Director or Officer holding that office or of the fiduciary relationship thereby established.

### **8.4 Indemnification of Directors and Officers**

The Corporation shall indemnify a Director or Officer, a former Director or Officer or an individual who acts or acted at the Corporation's request as a director or officer, or in a similar capacity, of another entity, and his or her heirs and legal representatives to the extent permitted by the Act.

### **8.5 Right of Indemnity Not Exclusive**

The provisions for indemnification contained in the by-laws of the Corporation shall not be deemed exclusive of any other rights to which any person seeking indemnification may be entitled under any agreement, vote of Members or Directors or otherwise, both as to action in his or her official capacity and as to action in another capacity, and shall continue as to a person who has ceased to be a Director, Officer, employee or agent and shall enure to the benefit of the heirs and legal representatives of such a person.

### **8.6 No Liability of Director or Officer for Certain Matters**

To the extent permitted by law, no Director or Officer shall be liable for the acts, receipts, neglects or defaults of any other Director or Officer or employee or for joining in any receipt or act for conformity or for any loss, damage or expense happening to the Corporation through the insufficiency or deficiency of title to any property acquired by the Corporation or for or on behalf of the Corporation or for the insufficiency or deficiency of any security in or upon which any of the moneys of or belonging to the Corporation shall be placed out or invested or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person, firm or body corporate with whom or which any moneys, securities or other assets belonging to the Corporation shall be lodged or deposited or for any loss, conversion, misapplication or misappropriation of or any damage resulting from any dealings with any moneys, securities or other assets belonging to the Corporation or for any other loss, damage or misfortune whatever which may happen in the execution of the duties of his or her respective office or trust or in relation thereto unless the same shall happen by or through his or her failure to act honestly and in good faith with a view to the best interests of the Corporation and in connection therewith to exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.

## 8.7 Insurance

The Corporation may purchase and maintain such insurance for the benefit of its Directors and Officers as the Board may from time to time determine, except insurance against a liability, cost, charge or expense of the Director or Officer incurred as a result of a contravention of the Act.

MADE \_\_\_\_\_.

WITNESS the hands of the authorized officers and the corporate seal of the Corporation.

\_\_\_\_\_  
●, Chair

c/s

\_\_\_\_\_  
●, Secretary