

By-Law #2

Fort Erie Native Friendship Centre

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

Fort Erie Native Friendship Centre

BE IT ENACTED AND IT IS HEREBY ENACTED as a by-law of the Fort Erie Native Cultural Centre Inc. (herein after called the "Friendship Centre" or FENFC).

Article I

DEFINITION

1. Hereinafter the following terms shall have the following meanings:

"Aboriginal" means any person self-identified as being of First Nation, Metis or Inuit ancestry, status or non-status.

"Member" means any person who has a membership in good standing with the Fort Erie Native Cultural Centre Inc. (FENCC).

"Good Standing" means a person who has paid the required membership fee, if any, acts in a manner consistent with the aims and objectives of the FENFC and follows the policies and procedures of the FENFC including the Code of Ethics.

"Meeting" means any meeting duly called in accordance with this by-law.

"Employee" means any person directly employed by the Friendship Centre.

"Staff" means employees, placements, and contractors.

"Youth" means an Aboriginal who is a member of the Friendship Centre and who is 18 to 24 years.

"Family member" is defined as a mother, father, son, daughter, brother, sister; spouse, uncle, aunt, nephew, niece, first cousin, grandparent, grandchild, or any individual irrespective of relationship that normally lives in the same household. In all instances this definition shall include those who are in-laws, common law or through traditional relationships.

"Nepotism" means the involvement of family members on the Board or employees of FENFC.

"Consensus" means the agreement of people to undertake a specific direction. It is to give consent voluntarily to an option, direction or provide permission for a course of action to be undertaken.

"Statute" means an enactment made by a legislature and expressed in a formal document; a law.

General

2. In this by-law:

- a. heading or sub-headings are convenience only, and do not form a part of this by-law, and in no way define, limit, alter or enlarge the scope or meaning of any provision;
- b. a reference to a statute includes every amendment to it, every regulation made under it and any law enacted in substitution or in replacement of it;
- c. unless otherwise clear from the context, whenever the singular is used, it will include plural, and the use of the plural includes the singular, and wherever the masculine is used, it will include the use of the feminine;
- d. unless otherwise clear from the context, the use of the word “including” means “including, but not limited to”, and the use of the word “includes” means “includes, but is not limited to”; and,
- e. a reference to an article, section or sub-section number refers to an article, section or subsection of this by-law, unless otherwise stated.

ARTICLE II **HEAD OFFICE**

3. The Head Office of the corporation shall be in the Town of Fort Erie, in the Province of Ontario, and at such place therein as the Directors may from time to time determine.

ARTICLE III **SEAL**

4. The seal of the Friendship Centre shall be of such design as is compliant with government regulations.

5. The seal shall be affixed to all documents requiring execution under corporate seal, by such party or parties as, from time to time, may be authorized by the Board of Directors.

6. The seal shall be kept at the Head Office of the Corporation in a safe and secure location.

ARTICLE IV
AIMS AND OBJECTIVES

7. The purpose of the Friendship Centre shall be:

- To assist Native people in their adjustment to life in Fort Erie and environs while bringing and keeping together Native elders and Native youth.
- To advance, foster, encourage and promote the traditions, culture, and social interests of Native people in Fort Erie and environs, including the development of programs and activities in the furtherance thereof.
- To promote friendship, understanding, and respect between Native people and non-Native people in Fort Erie and environs.
- To provide a medium for the development and realization of leadership potential of Native people in Fort Erie and environs.
- To maintain a dialogue between Native people and their representative, levels of government, the academic community and the community at large as to issues affecting Native people and to the organization of positive action in respect of the latter.
- To affiliate and or cooperate with other organizations and groups whose objectives are similar to or complement those of the corporation.
- To manage a Friendship Centre for the use and enjoyment of Native and non-Native peoples in Fort Erie and environs.
- To receive donations, legacies and devises of money and property of all kinds for the promotion of the objectives of the corporation and to extend of all kinds for the promotion of the objects of the corporation and to extend, contribute, disburse and otherwise manage or dispose of such funds and property for such objects.
- To solicit, receive and hold contributions of money and property for the objects of the corporation, to sell or convert any property into money from time to time to invest and re-invest any principal in investments authorized by law for the investment of trust funds, and to disburse and distribute such money and property in the furtherance of the objects of the corporation.
- To do all things incidental and necessary to achieve the foregoing objects, including cooperation with governmental and municipal departments and agencies and working through, entering into relations with and cooperating with other similar organizations in furthering the aims and objects of the corporation.
- To organize projects and carry out programs consistent with those of a non-profit charitable organization in order to alleviate and minimize, wherever possible, adverse social and economic conditions encountered by Native people in Fort Erie and environs in order to effect a general improvement of their overall welfare and well being.
- To do all such other things as are incidental or conducive to the attainment of the above objects in particular, subject to the Charitable Gifts Act: (a) to acquire, accept, solicit or receive, by purchase, lease, contract, donation, legacy, gift, grant, bequest, or otherwise,

any kind of real or personal property and to enter into and carry out agreements, contracts and undertakings incidental thereof; (b) to exercise all voting rights and to authorize and direct the execution and delivery of proxies in connection with any shares or obligations in any company or corporation owed by the corporation; (c) in connection with any company or corporation in which the corporation may at any time hold shares or obligations, to take up the proportion of any increased capital to which, as holders of such shares or obligations, it may be entitled, and to purchase any additional shares or obligations in such company or corporation, to join any plan for the reconstruction or reorganization of such company or corporation, or for the amalgamation of such company or corporation or for the sale of the assets of such company or corporation or any part thereof and in pursuance of such plan to accept any shares or obligations in lieu of or in exchange for the shares or obligations held by the corporation in such company or corporation, and to enter into any pooling or other agreement in connection with the shares or obligations held by the corporation in such company or corporation, and in case of sale thereof to give any options considered advisable, and to give consent to the creation of any mortgage, lien or indebtedness by any company or corporation whose shares or obligations are held by the corporation; and (d) to employ and pay such assistants, clerks, agents, representatives and employees, and to procure, equip and maintain such offices and other facilities, and to incur such reasonable expenses, as may be necessary, provided however, that it shall not be lawful for the corporation hereby incorporated directly or indirectly to transact or undertake any business within the meaning of the Loan and Trust Corporations Act.

8. It is expected that all Members, Board of Directors, staff and program participants will uphold the Code of Ethics.

Code of Ethics

1. A member of the FENFC must be a community member within the catchment area of the FENFC.
2. Members, employees, volunteers and Board of Directors of FENFC must show respect and honour all Native beliefs and customs and must act and speak with the pride and dignity that Native Heritage demands.
3. We all must be committed to information sharing, referrals, recreation and social activities, cultural reinforcement, community development and all other such activities which ensure Native people a better quality of life through Native self-determination.
4. We all must honour the belief of supporting unity amongst all Native people regardless of legal definitions of Status, Non-Status, Métis, Indian or Inuit.
5. As a member, employees, volunteers and Board of Directors of the FENFC we will support the work towards the stated aims and objectives of the organization.
6. FENFC will at all times conduct itself in a manner that brings respect and credibility to our Friendship Centre.
7. We will be tolerant of diversity, honest with its opinions and above all respect the opinions of others even if we disagree.
8. FENFC will show honour and respect throughout our interactions with each other.

ARTICLE V

Section 1 MEMBERSHIP

9. Membership to the Friendship Centre is open to all persons who:

- a. Are Aboriginal regardless of status or are married to, or have a common-law relationship with, an Aboriginal individual;
- b. Are 18 years of age or older;
- c. Are not an employee of the Friendship Centre;
- d. Normally reside in the town of Fort Erie, Port Colborne, Welland or Niagara Falls;
- e. Agree to uphold the Code of Ethics;
- f. Have paid the annual membership fee and has been approved by the Board of Directors prior to the annual general meeting;
- g. Support the aims and objectives of the Friendship Centre;
- h. Support the continued development of Aboriginal culture and traditional ways; and,
- i. Agree to conduct themselves according to the policies and procedures of the Friendship Centre.

The Board of the FENFC has the authority to grant honorary lifetime status to a member in consideration for the member's past contributions to the FENFC. Honorary lifetime status means that the member shall enjoy all the privileges of membership and shall no longer be required to pay membership fees.

The status of "Friends of the Friendship Centre" shall be granted to Aboriginal or non-Aboriginal people, who are not otherwise eligible to hold membership, but have made significant contributions to the FENFC, to the Friendship Centre movement or the Aboriginal community.

Members Rights

General members in good standing are entitled:

- a. To attend all special and general meetings of members and to receive a notice of such meetings;
- b. To be elected as a director or officer of the Corporation; and
- c. To one vote on each question arising at any special meeting or general meeting of members.

"Friends of the Friendship Centre" in good standing shall be entitled to receive notice of and attend all special and general meetings of members, but shall not be entitled to vote or to be elected as a director or officer of Corporation.

10. Membership applications may be submitted to the Board following the last Board meeting held prior to the AGM but they shall not be considered for approval until the Board meeting held following the AGM.

11. Members are required to advise the Centre of their current address so they may receive proper notice of events and meetings.

12. Membership is non-transferable.

13. Application for membership shall be made to the Board of Directors of the Friendship Centre as set out on an application form which shall from time to time be determined by the Board of Directors. Membership shall be valid until the adjournment of the upcoming AGM.

14. The Board of Directors of the Friendship Centre shall consider any application for membership in the Friendship Centre no later than the next regular meeting of the Board of Directors following the date of receipt of the application for membership.

15. The Secretary of the Board of Directors shall be responsible for ensuring that applicants are notified in writing of the Board's decision within 10 days after the date of the decision.

16. Membership fees shall be set by a majority vote of the Board of Directors and shall be in effect until changed at any subsequent Board Meeting.

17. Membership ceases:

- a. When the member resigns membership in writing.
- b. When the member moves out of the catchment area.
- c. Upon adjournment of an AGM.

18. The Board of Directors shall ensure that a complete membership list is kept at the Friendship Centre.

Article V – Section 2 Termination of Membership

19. The Board of Directors may revoke membership if

- a. The member has breached the FENFC policies and the Code of Ethics; or,
- b. The member has breached the aims and objectives of the Friendship Centre.

20. In all instances membership will be revoked by a minimum of a 2/3 majority vote of the Board of Directors in favor of the revocation of membership.

21. If membership is revoked, a letter advising the Member of the Board of Directors' decision shall be sent to the Member within 10 days from the date of decision.

22. The person whose membership has been revoked has a right to appeal to a general membership meeting called for that purpose. The appeal must be made within 21 days from the date of the letter notifying the Member of the revocation of membership. The simple majority vote of members in attendance at this meeting shall rule.

ARTICLE VI
MEETING OF MEMBERS

Annual Meeting

23. The annual meeting of members shall be held no later than June 30th each year at a place and location determined by motion of the Board of Directors. At annual meetings there shall be presented a written report of the Directors of the affairs of the Friendship Centre, the auditors' report, election of the Board of Directors and such other information or reports relating to the Friendship Centre's affairs as the Directors may determine. At such meetings any Member shall have an opportunity to raise any matter relevant to the affairs of the Friendship Centre. Under no circumstances may staff or personal matters be raised at an annual general meeting.

General Meetings

24. General meetings of the Members may be called by 2/3 majority vote of the Board of Directors to be held at any date and any time and at any place within Ontario. Each general meeting shall be called for a specific purpose which will be outlined in the notice of meeting. No other business can be conducted except for those items set out in the notice. Under no circumstances may staff and personal matters be raised at a general members meeting.

Special Meeting

25. There are two types of special meetings

- a. A special meeting must be held for the purpose of amending the by-laws Refer to Article XV.
- b. A meeting of the members shall be called upon receipt of a petition requesting a special meeting of members signed by 1/10 of the voting members. The petition shall be hand delivered to the Secretary of the Board of Directors at the head office of the Friendship Centre providing proper notice to all Members and outlining the specific purpose of the meeting. The Board of Directors shall forthwith call a special meeting of the Members. If the Directors do not, within forty- five days from the date of the deposit of the petition, call and hold the meeting, any of the petitioners may call the meeting. No other business except for the items set out in the notice may be conducted at a special meeting of the Members. Under no circumstances may staff and personal matters be raised at a special meeting.

Notice of Meetings

Notice of times and place of any Members' meeting shall be given to each Member by sending the notice by prepaid mail 30 days before such meeting. This requirement for notice of any meeting may be waived by any Member or any irregularity in any notice of any meeting may be excused by any Member of the Friendship Centre. No error in giving notice of any meeting of the Members shall invalidate such meeting or make void any proceedings taken at such meeting. No other method than sending a letter to the last known address of the Member shall be required.

Quorum

26. A quorum shall be 10% of the voting members in good standing, or 15 voting members in good standing, whichever is greater, to be present to legally convene a member's meeting. Proxy votes shall not be considered in establishing quorum.

Voting of Members

27. Each member of the Friendship Centre who has been a Member in good standing is entitled to one vote. At all meetings of Members every question shall be decided by a majority of votes of the Members present.

28. Every question shall be decided by a show of hands unless a ballot is requested by any member by declaration of the Chair that it has been carried, lost, or withdrawn; such is to be recorded in the minutes. If a ballot is demanded, it shall be conducted in a manner acceptable to the majority of votes of the Members present. A demand for a ballot may be withdrawn.

29. In all voting processes, votes will be counted by observers present in the room. No voting Member shall be part of any process involved in counting votes or ballots.

30. It is acceptable to undertake decisions using consensus providing that all matters are introduced by motion, seconded and the chair pursues securing consensus. It is important that consensus be interpreted by Members as their lack of opposition to the direction intended and while they may not be in full support they are not prepared to interrupt the direction of the majority opinion. If consensus cannot be achieved then voting must be pursued.

31. Proxy voting is permitted at any meeting of members of the Friendship Centre. Only one proxy vote may be carried by any person who is at least 18 years of age. To carry a proxy vote, an individual must present a letter dated and signed by the member whose proxy vote they carry and the letter must confirm the meeting or purpose for which the proxy is valid. The individual carrying the proxy must present photo identification to verify they are the person identified in the letter.

Chairperson

32. The President will chair all meetings of the Friendship Centre and may delegate the chair responsibilities to another Director or an independent party as meeting circumstances dictate.

Openings & Closings

33. All meetings shall be opened and closed in a culturally appropriate manner.

Adjournment

34. A meeting shall be adjourned to a time and place as the meeting participants shall prescribe. No further notice of the reconvened meeting will be required.

ARTICLE VII
BOARD OF DIRECTORS

35. The Board of Directors of the Friendship Centre may exercise all such powers of the Friendship Centre that are not by statute or by the by-laws expressly directed or required to be done by the Friendship Centre membership at a meeting of the members.

36. The Board of Directors shall further have the right to delegate to the Executive Committee or any Employees it may engage, any powers of the board subject to restrictions it may set or as set out in the by-laws or by statute.

37. Directors shall serve without remuneration and no Director shall directly or indirectly receive profit from their position as Director.

38. Any director who has a real or perceived direct or indirect personal interest in a matter before the board of the Friendship Centre shall declare this as a conflict of interest to the Board and refrain from voting or seeking to influence the matter. The Director shall immediately leave the room while the discussion and decisions are being made with respect to the matter raising the conflict.

39. The board of Directors shall observe a strict conflict of interest policy which shall avoid any family relationships amongst the Board and Staff; any relationships with contractors and any cross representation with any other Aboriginal or non-Aboriginal agencies, boards or commissions which the Friendship Centre has dealings with.

40. No Director shall speak, write or seek legal council on behalf of the Friendship Centre without prior authorization from the Board of Directors.

41. Nepotism shall be in all instances avoided. No two Family members shall participate on the Board, or the Board and employees of the Friendship Centre. Should any related individual be hired during the term of office of any director, the related director shall immediately resign prior to the Family member reporting to work at the Friendship Centre.

42. Each Board meeting agenda shall include: statement with respect to conflict of interest, minutes of the previous meeting, a written report from the Executive Director, current financial statements, applications for membership and any other such matters the Board must consider such as but not limited to the appointment of the legal counsel, annual staff salaries, benefits, insurance, etc.

43. Board members are required to support and uphold all legal decisions which are confirmed by consensus or majority vote.

Number of Directors

44. The board of Directors shall consist of 10 voting directors, including the youth, selected by the Members in accordance with this by-law. No more than two Board positions shall be held by Non-Aboriginal Members.

Term

45. The term of office for a director of the Board of Directors is two years. Directors may serve for three consecutive terms.

46. After the third term, the director must be absent from the Board of Directors for one year before being eligible to be elected as a director.

Election

47. At the annual general meeting Members being proposed for the Board of Directors must ensure they are free from any Nepotism in order to be eligible to qualify to be elected as a director.

48. Directors shall be elected annually at the Annual General Meeting or at a Special Meeting of the members. Length of terms is to be staggered so that at each AGM, five Board positions shall be up for election. Any vacancy created shall be elected at the annual general meeting to fulfill the remainder of the vacancy's term of office.

Youth

49. The Board of Directors shall have one seat reserved for Youth. This shall be from the existing numbers of the Board. The youth shall be elected for a term of one year. The individual holding the youth seat must be between the ages of 18-24 inclusive. The Youth shall be elected by all Members attending the Annual general meeting. Any Youth who will become 25 years of age during the year of office shall be ineligible to run for election as the youth Board member.

The Youth Director shall be responsible to the Youth Council and youth engagement planning.

Eligibility

50. Every Director shall:

- a. Be 18 years of age or older;
- b. Be a Member of the Friendship Centre in good standing;
- c. Not be a current Employee of the Friendship Centre or a former Employee of the Friendship Centre who worked for the Centre in the last one years;
- d. Not have an unpardoned criminal offence against a person or theft of property in the past ten years;
- e. Not have a criminal conviction or fraud;
- f. Not have a criminal conviction for a crime against a vulnerable person;

- g. Consent to and show proof of applying to obtain a criminal records and vulnerable persons check within 30 days of being elected. A copy must be submitted to the Executive Committee within 90 days;
- h. Be free from any nepotism; and,
- i. Be bound by confidentiality about the business of the Friendship Centre beyond their term or office

Vacancies, Board of Directors

51. As long as quorum of the board of Directors remains, the Board of directors may fill vacancies of the remainder of the vacant term from eligible nominees for the Board from the last meeting during which an election was held. If none of the nominees are able to fill the position, the Board may appoint a director from among the membership on support of the majority of the directors of the Board of Directors.

Removal of Directors

52. The office of the Director of the Friendship Centre shall be vacated:

- a. If he/she is or becomes bankrupt;
- b. If he/she is found to be mentally incompetent or becomes of unsound mind;
- c. If by notice in writing to the Secretary of the Board of Directors he/she resigns his/her office.
- d. If he/she misses three regular meetings unexcused of the Board of Directors in a twelve month period;
- e. If he/she is deemed to have misuses or abuses their authority as a Board member, thereby placing the organization at risk;
- f. If he/she intends to apply for a position at the Friendship Centre; and,
- g. If a family member gains employment at the Friendship Centre, the related Director shall resign prior to the family member starting their employment.

Quorum, Meetings, Board of Directors

53. Fifty percent plus one of the Directors shall form a quorum for the transaction of business.

54. The Directors will meet monthly or a minimum of ten times per year.

Voting

55. Questions arising at any meeting of the directors shall be decided by a majority of votes. The Chair shall not have a vote, except in case of a tie, where the chair of the meeting shall cast the deciding vote. All votes at any such meeting shall be taken by show of hands unless a ballot is demanded by any Director. Consensus decision making may be pursued. However, where time and urgency requires if consensus is not immediately forthcoming, then voting should be pursued. It is important that Boards understand that consensus should only be withheld where they strenuously object to the direction being proposed. Once the decision is made the full Board must support the decision.

Means of Meetings

56. Unless the by-laws otherwise provide, if all the directors of the Board are present at or participating in a meeting consent, a meeting may be held by telephone, electronic or other such communications as facilities permit all persons to simultaneously and instantaneously communicate. A director participating in the meeting by those means is deemed for the purpose of the meeting to be present. At each vote those on the telephone or electronic communications will be asked by the Chair to verbally state their vote on any matters before the Board.

Remuneration of Directors

57. The Board may by policy provide a director be paid reasonable travel expenses incurred should a director be authorized to travel on Friendship Centre business.

Indemnities to Directors and Others

58. Every Director or officer of the Friendship Centre or other person who has undertaken or is about to undertake any liability on behalf of the Friendship Centre and their heirs, executors and administrators and estate and effects respectively shall from time to time and at all times be indemnified and be saved harmless out of funds of the Friendship Centre from and against:

- a. All costs, charges and expenses whatsoever which such Director, officer, or other person sustains or incurs in or about any action, suit or proceeding which is brought, commenced or prosecuted against him/her for in respect of any act, deed, matter or thing whatsoever made, done or permitted by him/her in or about the execution of the duties of his/her office.
- b. All other costs, charges and expenses which she sustains or incurs in or about or in relation to the affairs whereof except such costs, charges or expenses as are occasioned by his/her own willful neglect or default.

Election of the Officers

59. The Executive Committee of the Board of Directors shall be elected from amongst the members of the Board of directors. The Board of Directors shall elect the Executive Officers. No Board member can hold more than one Executive committee office. The Board shall fill vacancies in the Executive committee, however caused, from amongst the Board.

Composition of Duties of the Officers

60. The Executive Committee shall consist of the President, Vice-President, Secretary and Treasurer.

61. President:

- Shall ensure that all duties of the officers are carried out according to the wishes of the Friendship Centre. Specifically he/she shall:

- Preside at all meetings
- Call meetings for the Executive as circumstances require
- Supervise the Executive Director
- Act as the political spokesperson and political representative of the Centre
- Undertake public relation activities as are necessary
- Act as a signing officer
- Serve as an ex officio member of all Board Committees
- Other such duties as the Board so directs

62. The Vice-President:

- Assume the duties, responsibilities of the President in his or her absence from any Centre meetings and shall assist the President in the performance of his or her duties. Specifically he/ she shall:
 - Assume the duties, responsibilities and powers of the office of President until the next meeting should the office of President become vacant for any reason
 - Act as a signing officer
 - Any other such functions as the Board so directs
 - Serve as the Chair of the Personnel Committee

63. The Secretary:

- The Secretary shall be the ex officio clerk of the Board of Directors. Specifically he or she shall:
 - Attend all meetings of the Board and Executive Committee and ensure all proceedings are recorded and accurate minutes kept thereof
 - Ensure that notice of meetings are given
 - Ensure that the seal is housed properly at the Centre Head office and is affixed to such records, correspondences, and contracts and other documents as is appropriate
 - Act as a signing officer
 - Chair the Membership Committee
 - Any other such functions as the Board so directs

64. The Treasurer

- The Treasurer of the Executive Committee shall be known and perform his/her duties as the treasurer of the Centre. Specifically he/she shall:
 - Ensure all monies paid to the Centre are received and deposited in designated bank accounts
 - Ensure books of account and financial records of the Centre are kept and are made available to the auditor in time for the preparation of the annual audit
 - Present such financial records and statements as may be required by the Centre
 - Act as a signing officer
 - Chair the Finance Committee
 - Any other such functions as the Board so directs

Powers of the Executive Committee

65. The Board of Directors may delegate the Executive Committee any powers of the Board of Directors, subject to restrictions contained in the by-law or as imposed by the Board of Directors, as it may from time to time decide. The Executive Committee shall report to the board of Directors on all actions since the proceeding meeting.

ARTICLE VIII

COMMITTEES

66. Ad hoc or standing committees of the Board may be struck by the Board of Directors. The membership, terms of reference and procedures for the committee shall be approved by the Board of Directors.

67. Committees may make recommendations to the Board of Directors within the purview of their terms of reference and must receive prior approval from the Board of Directors before their recommendations may be acted upon.

ARTICLE IX

YOUTH COUNCIL

68. There will be a Youth Council of the Friendship Centre established through the recruitment in the local Urban Aboriginal community. The Youth will define the aims and objectives, mandates and processes for the Youth Council.

ARTICLE X

NOTICES

Service

69. Any notice to be given to any Member or director or auditor shall be served either personally or by sending it prepaid courier, regular mail, email or facsimile, addressed to each Member or director or auditor at her address as it appears in the books of the Friendship Centre or, if no address be given therein, then to the last address of such Member, director or auditor known to the Secretary of the Friendship Centre.

Signatures to Notices

70. The signature to any notice may be written, stamped, typewritten or printed or partly written, stamped, typewritten or printed.

Computation of Time

71. Where a given number of days' notice or notice extending over any period is required to be given, the day of service or posting of the notice shall, unless it is otherwise provided, be counted in such number of days or other period.

Example: Notice to membership for AGM is calculated from date notice mailed, not date received.

Proof of Service

72. With respect to every notice sent by post, it shall be sufficient to prove that the envelope containing notice was properly addressed and put into a post office or into a post office letter box.

73. A certificate of the President, the Secretary or other officer of the Friendship Centre in office at time of the making of the certificate as to facts in relation to the mailing or delivery of any notice to any Member, director, officer or auditor or publication of any notice shall be conclusive evidence thereof and shall be binding on every Member, director, officer or auditor of the Friendship Centre, as the case may be.

ARTICLE XI

EXECUTION OF CONTRACTS, ETC.

74. The Board of Directors is authorized from time to time by resolution to appoint any officer or officers or any person or persons on behalf of the Friendship Centre either to sign contracts, documents or instruments in writing. After Board approval, contracts, documents or instruments in writing requiring the signature of the Friendship Centre may be signed by either the President or Vice-President together with the Secretary, and all contracts, documents or instruments in writing so signed shall be binding upon the Friendship Centre without any further authorization or formality. The corporate seal of the Friendship Centre may when required, be affixed to contracts, documents or instruments in writing by officer or officers or any person or persons appointed as aforesaid by resolution of the Board of Directors. The terms "contract, documents or instruments in writing" as used herein shall include deeds, mortgages, hypothecs, charges, conveyances, transfers and assignments of shares, bonds, debentures or other securities and all paper writings. In

particular without limiting the generality of the foregoing, either the President or Vice-President together with the Secretary are authorized to sell, assign, transfer, exchange, convert or convey, and all share, shares, bonds, debentures, rights, warrants or other securities owned by or registered in the name of the Friendship Centre or otherwise all assignments, transfers, conveyances, powers of attorney and other instruments that may be necessary for the purpose of selling, assigning, transferring, exchanging, converting or conveying such shares, bonds, debentures, rights, warrants, or other securities.

ARTICLE XII

FINANCIAL ARRANGEMENTS

Cheques, Drafts, Notes, etc.

75. All cheques, drafts or orders for the payment of money and all notes and acceptances and bills of exchange shall be signed by two of the signing officers of the Friendship Centre.

Fiscal Year

76. The fiscal year of the Friendship Centre shall be from April 1 to March 31.

Auditors

77. The Members at each annual meeting shall appoint an auditor to audit the accounts of the Friendship Centre and to hold office until the next annual meeting. The Board of Directors may fill any casual vacancy in the office of the auditor. The remuneration of the auditor shall be fixed by the Board of Directors.

ARTICLE XIII

BORROWING

78. The Directors may from time to time by formal resolution:

- (a) Borrow money on credit of the Friendship Centre;
- (b) Issue, sell or pledge securities of the Friendship Centre; and
- (c) charge, mortgage, hypothecate or pledge all or any of the real or personal property of the Friendship Centre, including book debts, rights, powers, franchises and undertakings, to secure any securities or any money borrowed, or other debts, or any other obligations or liability of the Friendship Centre.

ARTICLE XIV

BANKING

79. The Board of Directors shall designate, by resolution, those directors, officers or employees of the Friendship Centre authorized to transact the banking business or any part thereof of the Friendship Centre with the banks, trust companies or other financial institutions carrying on a banking business that the Board of Directors has designated as the Friendship Centre's bankers. Those persons so designated shall have the authority set out in the resolution including, unless otherwise restricted, the power to:

- a. operate the Friendship Centre's accounts with the banker;
- b. make, sign, draw, accept, endorse, negotiate, lodge, deposit or transfer any of the cheques, promissory notes, drafts, acceptances, bills of exchange and orders for the payment of money of the Friendship Centre;
- c. issue receipts for and orders relating to any property of the Friendship Centre;

- d. execute any agreement relating to any banking business and defining the rights and powers of the parties thereto; and
- e. authorize any officer of the bank to do any act or thing on the Friendship Centre's behalf to facilitate the banking business.

ARTICLE XV

BYLAW AMENDMENT

- 80. The by-laws of the Friendship Centre or any part of them may be amended or repealed by resolution of an affirmative vote of not less than two-thirds (2/3) of the Members attending and entitled to vote at a duly convened meeting. The by-laws may only be amended or repealed at a meeting called for the purpose of amending the by-laws.
- 81. Where amendment or repeal of the by-laws of the Friendship Centre or any part of them is to be proposed by a member, a notice of motion incorporating the text of the proposal shall be submitted to the Board of Directors not later than sixty days prior to the date of the meeting at which such amendments are to be considered is to be moved. A copy of the notice of motion shall be forwarded to each member of the Friendship Centre not less than thirty (30) days prior to the meeting.
- 82. The Board of Directors shall review the by-laws annually and make revisions as required.

ARTICLE XVI

STAFF

- 83. The Board of Directors may employ an Executive Director and such other Staff, full or part time, under terms necessary for the Friendship Centre to further its aims and objectives. The President of the Board of Directors is responsible for the day to day supervision of the Executive Director. The Executive Director shall be responsible for supervising and directing all Staff, shall act as the Board/Staff liaison and shall undertake other such duties as the Friendship Centre policies direct.

84. The Executive Director shall be dismissed only by motion of the Board of Directors.

85. The Board of Directors shall determine by resolution the remuneration of all Staff and agents of the Friendship Centre.

ARTICLE XVII

WINDING UP AND DISPOSAL OF ASSETS

86. In the event of winding up or dissolution of the Friendship Centre by resolution passed by a four-fifth (4/5) majority of Members at an annual meeting, all its remaining assets, after payment of liabilities, shall be distributed to one or more recognized charitable organizations in Ontario having objects similar to those of the Friendship Centre.

PASSED _____ meeting, _____, date

Signed by:

President

Print Name: _____ **Signature:** _____

Secretary

Print Name: _____ **Signature:** _____

