

BY-LAW NO. 1-2021

BEING a special *By-law* relating
generally to the affairs of
Mountainview Christian Reformed Church of Grimsby
hereinafter known as the "*Church*".

CONTENTS

Section One	Interpretation
Section Two	Organizational Matters
Section Three	Property and Division
Section Four	Members
Section Five	Members' Meetings
Section Six	Elders and Pastoral Elders
Section Seven	Deacons
Section Eight	Ministers
Section Nine	Council
Section Ten	Officers
Section Eleven	Protections and Indemnities
Section Twelve	Conflict of Interest
Section Thirteen	Borrowing
Section Fourteen	Auditor
Section Fifteen	General
Section Sixteen	By-laws and Effective Date
Section Seventeen	Repeal

Believing that all things should be done decently and in order, we hereby adopt the following By-law for the regulation, management and governance of this Church.

NOW THEREFORE BE IT ENACTED and it is hereby enacted as a *By-law* of Mountainview Christian Reformed *Church* of Grimsby (hereinafter called the "*Church*") as follows:

SECTION ONE

INTERPRETATION

1.1 **Definitions.** In this *By-law*, unless the context otherwise requires, the following terms have the following meaning:

(a) "*Act*" means the *Corporations Act*, R.S.O. 1990, c. C.38, or, when proclaimed, the *Not-for-profit Corporations Act, 2010*, S.O. 2010, c. 15 under which the *Church* is governed and has

been incorporated, as amended or replaced from time to time;

(b) “*Annual Meeting*” means a meeting of the *Members* as more particularly described herein;

(c) “*Auditor(s)*” means the individual(s) or firm appointed as auditors (or the individual appointed to conduct a review engagement, as the case may be) of the *Church*;

(d) “*Baptized Member*” or “*Baptized Members*” means an individual or individuals admitted as a *Baptized Member* or *Baptized Members* pursuant to processes as contained in the *Church Order* and being 18 years of age or older;

(e) “*By-law*” means this *By-law* and any other *By-law* of the *Corporation* as amended and which are, from time to time, in force and effect;

(f) “*Chair*” means the person chosen by lot, elected, or appointed as *Chair* hereunder;

(g) “*Church*” means the *Corporation*;

(h) “*Church Order*” means the *Church Order* of the Christian Reformed Church in North America, comprised of the original *Church Order* of Dort 1618-19, as revised by The Christian Reformed Synod of 1914 and 1965 and as may be further amended by Synod from time to time;

(i) “*Clerk*” means the Secretary of the *Church* as may be chosen by lot, elected, or appointed by the *Members* or the *Council* from time to time. When the *Clerk* serves as an *Elder*, such service shall include all the rights and privileges normally accorded an *Elder* of the *Church*. When the *Clerk* serves as an ‘employee’ and is not an *Elder*, the *Clerk* may be a *Member* of the *Council* and an *Ex-Officio Director* and shall have the right to notice of, and attend every meeting of the *Council* and *Directors*, and to ask questions and participate in all discussions thereat, but shall have no voting rights on matters of business decided by the *Directors*, nor shall the *Clerk* be deemed to be a *Director* under the *Act*;

(j) “*Corporation*” means the *Corporation* having at the date hereof the corporate name of Mountainview Christian Reformed Church of Grimsby, incorporated on the 31st day of March, 1971, and governed under the *Act* as a corporation without share capital;

(k) “*Council*” means the *Council* of the *Church* consisting of the *Elders*, the *Deacons* and the *Minister(s)* as may be chosen by lot, elected, or appointed by the *Members*. When an unexpected vacancy occurs, the *Council* may appoint an *Elder* or *Deacon* as may be necessary from time to time;

(l) “*Church Board*” means those *Elders*, *Deacons*, and *Ministers* chosen by the *Members* or appointed by the *Council* that are empowered to conduct the administrative and temporal affairs

of the *Church* under the authority of the *Council*;

(m) “*Deacon*” or “*Deacons*” means a person or persons chosen by lot, elected, or appointed as *Deacon* or *Deacons* who has (or have) not ceased to be a *Deacon* or *Deacons*;

(n) “*Denomination*” means The Christian Reformed Church in North America;

(o) “*Diaconate*” means the body of serving *Deacons* of the *Church*;

(p) “*Director*” or “*Directors*” means the *Elder(s)* and *Deacon(s)*, as the case may be, who are, and shall be deemed to be, the *Director(s)* of the *Corporation* pursuant to the *Act*;

(q) “*Elder*” or “*Elders*” means a person or persons chosen by lot, elected, or appointed as *Elder* or *Elders* and who has (or have) not ceased to be an *Elder* or *Elders*;

(r) “*Ex-Officio Director*” or “*Ex-Officio Directors*” means the *Minister* or *Ministers* presently holding office or *Clerk* (subject to section 1.1(i));

(s) “*Facilities*” means any real property, including without limitation any building, owned, leased, or otherwise under the control of the *Church*;

(t) “*Indemnified Person*” means each and every current and former *Elder*, *Ex-Officio Director*, *Deacon*, *Minister*, officer, employee, and volunteer of or working at or for the *Church*, in each case to the extent that the *Act* and other applicable law permits such a person to be indemnified and/or receive the benefits and protections provided for herein;

(u) “*Member*” or “*Members*” means a *Professing Member* or *Baptized Member* or *Professing Members* and/or *Baptized Members*, as the case may be;

(v) “*Minister(s)*” means those serving as ordained *Minister(s)* of the Word presently holding office;

(w) “*Professing Member*” or “*Professing Members*” means a person or persons admitted as a *Professing Member* or *Professing Members* pursuant to processes as contained in the *Church Order*;

(x) “*Regulations*” means the regulations made under the *Act*, as amended, restated or in effect from time to time;

(y) “*Resolution*” means a resolution passed by a majority of not less than 50% plus 1 of the votes cast on that resolution;

(z) “**Special Meeting**” means a meeting of **Members** as more particularly described herein;

(aa) “**Special Resolution**” means a resolution passed by the **Council** and confirmed with or without variation by a minimum of at least two-thirds (66.67%) of the votes cast at a meeting of **Members** duly called for that purpose.

(bb) All other ecclesiastical terms or those having ecclesiastical connotation shall, where the context so permits, be interpreted and defined in accordance with the **Church Order** and practice of the Christian Reformed Church.

1.2 **General.** Words imparting the singular number or the masculine gender shall include the plural number or the feminine gender, as the case may be, and vice versa, and references to persons shall include firms and corporations. Other than specified above, words and expressions defined in the **Act** and **Regulations** have the same meanings when used in these **By-laws**.

1.3 **Fundamental Principles.** This General Operating **By-law** and any other **By-laws** of the **Corporation** shall be strictly interpreted at all times in accordance with and subject to the Objects and Fundamental Principles of the **Corporation** being as follows:

- (a) the Bible as the inspired and infallible word of God and the only rule for faith and life;
- (b) the formulas for unity of the Christian Reformed Church in North America, namely the Belgic Confession, the Heidelberg Catechism and the Canons of Dordt and any amendments or additions thereto as may hereafter be adopted by the Synod of the Christian Reformed Church; and,
- (c) the eighty six (86) articles of the **Church Order**, adopted by the Synod of the Christian Reformed Church, and any revision thereof, are incorporated herein by reference and shall regulate the ecclesiastical government, organization and operation of Mountainview Christian Reformed Church in Grimsby in its corporate expression and form.

1.4 **Headings.** The use of headings in this **By-law** is for the convenience of reference only and shall not affect the construction or interpretation of this **By-law**. References in this **By-law** to Sections, unless expressly stated to be otherwise, are to Sections of this **By-law**.

SECTION TWO

ORGANIZATIONAL MATTERS

2.1 **Object.** The object of the **Church** is as set out in the Articles of Incorporation or Letters Patent, as the case may be, that being to advance and teach the religious tenets, doctrines, observances, and culture associated with the Christian faith as part of the **Denomination**.

2.2 **Head Office.** The head office of the *Church* shall be situated in the Town of Grimsby, in the Province of Ontario or at such other address as the *Council* may, by *resolution*, determine.

2.3 **Fiscal Year.** The fiscal year of the *Church* shall end on the 30th day of June of each year or on such other date as the *Council* may, by *resolution*, determine.

SECTION THREE

PROPERTY AND DIVISION

3.1 **Property Held in Trust.** The *Corporation* shall hold all real and personal property exclusively upon the trusts described in the Objects and in furtherance of the *Corporation's* Fundamental Principles.

3.2 **Disposition of Property on Disbanding.** In the event of the disbanding of this *Church* and dissolution of this *Corporation*, its remaining assets, if any, after the payment of its debts and expenses, shall be distributed to, and only to, one (1) or more charities in Canada that are registered with the Canada Revenue Agency for the purpose of the Income Tax Act of Canada and have Objects similar to this *Corporation*, in the manner proposed by the *Council* and approved by the affirmative vote of a majority of the *Professing Members* of the *Church*.

3.3 **Distribution of Property on a Division.** In the event of consensual division of this *Church* by vote of its *Professing Members* into two (2) or more churches, all real and personal property of this *Corporation* shall be equitably distributed between the two (2) or more churches as agreed to by the *Professing Members*.

3.4 **Disposition of Property on a Schism.** In the event that consensual division in accordance with Sub-Section 3.3 above does not occur and an irreconcilable division or schism (as defined in accordance with Synodical decisions as incorporated in the *Church Order*) has occurred within the *Church*, the *Professing Members* of this *Church* who remain true to the *Denomination* shall be the lawful congregation of this *Church* and shall constitute the sole membership of this *Corporation* which shall have the exclusive right to hold and enjoy the real and personal property of this *Church*, **PROVIDED** that if three-quarters (75%) of the *Professing Members* of the *Church* choose to leave the *Denomination*, they shall be the lawful congregation of this *Church* and shall constitute the sole membership of this *Corporation* which shall have the exclusive right to hold and enjoy the real and personal property of this *Church*. For purposes of this Sub-Section, three-quarters (75%) of the *Professing Members* shall be deemed to be three-quarters (75%) of the total actual number of *Professing Members* as defined in this *By-law* and as recorded on the most current annual membership list. Notwithstanding the foregoing, nothing in this Sub-Section shall preclude the distribution of real and personal property of this *Corporation* within the context of Sub-Section 3.3 where three quarters (75%) of the *Professing Members* agree to such distribution.

SECTION FOUR

MEMBERS

4.1 **Types of membership.** Membership in the *Church* is divided into two classes of *Members: Professing Members* and *Baptized Members*.

4.2 **No Fees, etc.** There shall be no membership fees or dues, for either class, unless otherwise determined by the *Council*.

4.3 **Resignation.** Any *Member* may resign his or her membership in the *Church* through the delivery of a written resignation.

4.4 **Removal.** Any *Member* may be removed from membership in accordance with processes as contained in the *Church Order*.

4.5 **Effect of Termination.** Subject to the Articles of Incorporation, upon any termination of membership, the rights of the *Member*, including any rights in the property of the *Corporation*, automatically cease to exist.

SECTION FIVE

MEMBERS' MEETINGS

5.1 **Annual Meeting.** The *Annual Meeting* of the *Church* shall be held each year for the purpose of reviewing the financial statements of the *Church* for the preceding fiscal year, appointing *Auditors* (or accountants, as the case may be) and transacting such other business as may properly come before the meeting. *Baptized Members* shall be entitled to attend the *Annual Meeting* of the *Church*, and shall, without having any voting privileges, be entitled to speak on any question before the meeting.

5.2 **Additional Membership Meetings.** There shall be additional membership meetings during the year to choose by lot or elect the *Elders* and *Deacons*, to approve the proposed annual budget for the upcoming year, and to transact such other business as may properly come before the meeting. *Baptized Members* shall be entitled to attend additional membership meetings and shall, without having any voting privileges, be entitled to speak on any question before the meeting.

5.3 **Special Meeting of the Members.** In addition to an *Annual Meeting*, the *Council* shall hold a *Special Meeting* of the *Members* upon receiving written requisition of not less than one-

tenth (10%) of the *Professing Members* for any purpose connected with the affairs of the *Church* that does not fall within the exceptions listed in the *Act* and is otherwise not inconsistent with the *Church Order* or the *Act*, within 21 days from the date of the deposit of the requisition. *Baptized Members* shall be entitled to attend the *Special Meeting* and shall, without having any voting privileges, be entitled to speak on any question before the meeting. *Baptized Members* may not call a *Special Meeting*.

5.4 **Date, Time, and Location of Meetings.** All meetings of *Members* shall be on such date and at such time as the *Council* shall determine, and shall be at the head office of the *Corporation* or such other place within Ontario as the *Council* may determine.

5.5 **Notice Requirement for All Meetings.** Subject to the *Act*, not less than ten (10) and not more than fifty (50) days written notice of any *Annual Meeting* or *Special Meeting* shall be given in the manner specified in the *Act* to each *Member* and to the *Auditor*. The financial statements and the annual budget shall be forwarded to the *Council* for approval prior to *Annual Meetings* and shall thereafter be made available to the *Members* for review at least three (3) weeks (including three [3] Sundays) prior to the meeting. Financial statements and annual budgets shall be presented to the *Members* for membership approval by *resolution*. Notice of each meeting must remind the *Member* of the right to vote by mail-in ballot or by proxy. Notice may be given in any one or more of the following ways, meaning that some *Members* may be given notice in one way, and others in another way, so long as each *Member* is given notice in at least one of the following ways: telephone, delivered personally, or sent by prepaid mail, facsimile, e-mail or other electronic means to such *Member* at their latest address as shown in the records of the *Corporation*.

5.6 **Additional Requirement for Notice of Special Meetings.** Notice of any *Members'* meeting where special business will be transacted must contain sufficient information to permit the *Professing Members* to form a reasoned judgment on any matter to be voted upon.

5.7 **Errors, etc., In Giving Notice.** No error or omission in giving notice of any *Members'* meeting or any adjourned meeting shall invalidate such meeting, or make void any proceedings taken thereat, and any *Member* may at any time waive notice of any such meeting. Attendance at any meeting constitutes a waiver of notice, unless attendance is solely for the purpose of objecting to the manner in which notice was given.

5.8 **Quorum at All Members Meetings.** A quorum for *Annual*, additional or *Special Meetings* of *Members* shall be one-tenth (10%) of the *Members* entitled to vote at the meeting present in person. Any individual entitled to attend a meeting of the *Members* may participate in the meeting by such telephonic or electronic means as is approved by the *Council* and shall be deemed to be present at the meeting. If a quorum is present at the opening of a meeting of the *Members*, the *Members* present may proceed with the business of the meeting, even if a quorum is not present throughout the meeting. If a quorum is not present at the opening of the meeting, the meeting shall be adjourned to a date and time set by the *Chair*.

5.9 **Chair of Any Meeting.** The *Chair*, or in his or her absence the Vice *Chair* of the *Council*, shall preside at each meeting of the *Members*. In the absence of both the *Chair* and Vice *Chair*, a *Chair* chosen by the *Professing Members* present, shall preside at a meeting of the *Members*.

5.10 **Voting at Meetings.** At every meeting of the *Members*, each *Professing Member* who has made a Public Profession of Faith and is eighteen (18) years of age or older shall be entitled to one (1) vote either in person, by absentee ballot, or by documented proxy. No *Baptized Member* shall be entitled to a vote. A *resolution* of the *Professing Members* shall be passed when it has been approved by a majority of the *Professing Members* present. Voting shall normally be by a show of hands, but upon the demand of any *Professing Member*, the vote upon any question shall be by secret ballot.

5.11 **No Casting Vote for Chair.** The *Chair* shall not be entitled to a second or casting vote by virtue of being the *Chair*;

5.12 **Proxies and Absentee Ballots.** *Professing Members* are encouraged to attend all *Members'* meetings in person. Nevertheless, subject to the *Act*, a *Professing Member* may vote by means of a mail-in ballot, or by written proxy, by appointing a proxy holder to attend and act at a specific meeting of the *Members*, in the manner and to the extent authorized by the proxy. A proxy holder need not be a *Member*.

5.13 **Rules re: Proxies.** Subject to the *Act*, the *Council* may from time to time provide protocols regarding the form of mail-in ballots and lodging of proxies at any meeting of the *Members*.

5.14 **Electronic Participation.** Participation at meetings of *Members* may be held entirely by telephonic, electronic or other communication facility.

5.15 **Attendance.** The only persons entitled to attend a *Members'* meeting are the *Members*, the *Directors*, the *Auditors* of the *Corporation* (or the person who has been appointed to conduct a review engagement, if any), proxy voters, and others who are entitled or required under any provision of the *Act* or the Articles to be present at the meeting. Any other person may be admitted only if invited by the *Chair* of the meeting or with the majority consent of the *Members* present at the meeting.

SECTION SIX

ELDERS AND PASTORAL ELDERS

6.1 **Qualifications for Elders.** A person may be considered for the position of *Elder*, and therefore a *Director*, if the person

- (a) is a *Professing Member*;
- (b) is 18 years of age or older;
- (c) does not have the status of a bankrupt;
- (d) has not been found under the Substitute Decisions Act, 1992 or under The Mental Health Act to be incapable of managing property;
- (e) has not been found to be incapable by any court in Canada or elsewhere;
- (f) is not an “ineligible individual” as defined in section 149.1(1) of the Income Tax Act; and
- (g) satisfies the qualifications of an *Elder* as contained in the *Church Order*.

6.2 **Choosing/Election/Appointment of Elders.** All candidates for *Elder* shall be persons who in the opinion of the *Council* are qualified as set out herein and who have successfully completed the process established by the *Council* from time to time under the *Church Order*.

6.3 **Term of Office for Elders.** *Elders* shall serve for a term as set by Council in accordance with Schedule “A”.

6.4 **Resignation and Removal of Elders.** An *Elder* shall be automatically removed from office as an *Elder*

- (a) if he or she resigns his or her office by delivery of a written resignation to the *Clerk* of the *Church*; or
- (b) if he or she becomes disqualified under section 6.1; or
- (c) on his or her death; or
- (d) if he or she is removed from office pursuant to processes under the *Church Order*.

6.5 **No Compensation for Serving as an Elder.** *Elders* shall not receive any compensation for their services as *Elders*. The *Council* may authorize payment to *Elders* for reasonable and justified expenses.

6.6 **Powers of Elders.** The *Elders* are responsible for the spiritual oversight of the *Church* as described in the *Church Order* and specifically for ensuring that the doctrine of the *Church* remains purely Biblical.

6.7 **Pastoral Ministry Team Chair.** The Pastoral Ministry Team *Chair* shall be an *Elder* elected by the *Members* or by the Pastoral Ministry Team as may be necessary from time to time. The *Chair* shall preside at all Pastoral Ministry Team meetings and shall perform such duties as the Pastoral Ministry Team may require. The *Chair* does not have a second or casting vote.

6.8 **Vice-Chair of the Pastoral Ministry Team.** The Pastoral Ministry Team shall elect or appoint an *Elder* as *Vice Chair* from among the Pastoral Ministry Team as may be necessary from time to time. The Pastoral Ministry Team *Vice-Chair* shall stand in for the *Chair* when the *Chair* is unavailable and shall perform such other duties as the Pastoral Ministry Team may require. The *Vice-Chair* does not have a second or casting vote when acting in the capacity of the *Chair*.

SECTION SEVEN

DEACONS

7.1 **Qualifications for Deacons.** A person may be considered for the position of *Deacon*, and therefore a *Director*, if the person

- (a) is a *Professing Member*;
- (b) is 18 years of age or older;
- (c) does not have the status of a bankrupt;
- (d) has not been found under the Substitute Decisions Act, 1992 or under The Mental Health Act to be incapable of managing property;
- (e) has not been found to be incapable by any court in Canada or elsewhere;
- (f) is not an “ineligible individual” as defined in section 149.1(1) of the Income Tax Act; and
- (g) satisfies the qualifications of a *Deacon* as contained in the *Church Order*.

7.2 **Choosing/Election/Appointment of Deacons.** All candidates for *Deacon* shall be persons who in the opinion of the *Council* are qualified as set out herein and who have successfully completed the process established by the *Council* from time to time under the *Church Order*.

7.3 **Term of Office for Deacons.** *Deacons* shall serve for a term as set by Council in accordance with Schedule “B”.

7.4 **Resignation and Removal of Deacons.** A *Deacon* shall be automatically removed from office as a *Deacon*

- (a) if he or she resigns his or her office by delivery of a written resignation to the *Clerk* of the *Church*; or
- (b) if he or she becomes disqualified under section 6.1; or
- (c) on his or her death; or
- (d) if he or she is removed from office pursuant to processes under the *Church Order*.

7.5 **No Compensation for Serving as Deacon.** *Deacons* shall not receive any compensation for their services as *Deacons*. The *Council* may authorize payment to *Deacons* for reasonable and justified expenses.

7.6 **Powers of Deacons.** The *Deacons* are responsible for oversight of the charitable ministries of the *Church* in a manner consistent with the provisions of the *Church Order*, and as may be authorized and mandated by *Council* from time to time.

7.7 **Chair of the Diaconate.** The *Diaconate Chair* shall be a *Deacon* elected by the *Members* or by the *Deacons* as may be necessary from time to time. The *Chair* shall preside at all Pastoral Ministry Team meetings and shall perform such duties as the Pastoral Ministry Team may require. The *Chair* does not have a second or casting vote.

7.8 **Vice-Chair of the Diaconate.** The *Diaconate* may appoint a *Vice-Chair* from among the *Deacons*. The *Vice-Chair* shall stand in for the *Chair* when the *Chair* is unavailable and shall perform such other duties as the *Diaconate* may require. The *Vice-Chair* does not have a second or casting vote when acting in the capacity of the *Chair*.

SECTION EIGHT

MINISTERS

8.1 **Qualifications for Minister.** A person may be considered for the position of *Minister*, and therefore an *Ex-Officio Director*, if the person

- (a) is a *Professing Member*;
- (b) is 18 years of age or older;
- (c) does not have the status of a bankrupt;
- (d) has not been found under the Substitute Decisions Act, 1992 or under The Mental Health Act

to be incapable of managing property;

- (e) has not been found to be incapable by any court in Canada or elsewhere;
- (f) is not an “ineligible individual” as defined in section 149.1(1) of the Income Tax Act; and
- (g) satisfies the qualifications of a *Minister* as contained in the *Church Order*.

8.2 **Selection.** All *Members* of the pastoral staff will be chosen pursuant to processes as outlined in the *Church Order* under the oversight of the *Council*. The selection and appointment of a *Minister(s)* shall require a *Special Resolution*.

8.3 **Responsibilities of the Ministers.** The *Minister* or *Ministers* shall be *Members* of the *Council* and *Ex-Officio Directors*. They shall have the right to notice of and to attend every meeting of the *Council* and *Directors* and to ask questions and participate in all decisions thereat, but they shall have no voting rights on matters of business decided by the *Directors*, nor shall they be, or be deemed to be, *Directors* under the *Act*.

8.4 **Duties of Senior Minister.** The Senior *Minister* will work in cooperation with the *Council* to ensure healthy ministry development and strong accountability. The responsibility of the Senior *Minister* will be to faithfully preach God's Word and model the priority of discipleship within the *Church*. He or she will work with the *Council* to carry out the overall vision of the *Church* and give oversight and direction to ministry staff as may be required by *Council*.

8.5 **Duties of Other Ministers.** Ministry descriptions for the remaining pastoral staff will be established by the *Council* in keeping with the giftedness of the individual and agreed upon with the individual.

8.6 **Compensation.** The *Ministers* shall not receive any compensation for their services as *Ex-Officio Directors*. This Section does not preclude *Ministers* from receiving remuneration from the *Church* for his or her services as an employee.

8.7 **Recognition of Marriage.** All *Ministers* employed by the *Church* and retired *Ministers* who hold credentials granted by the *Church* shall recognize marriage as the *Church* does, an institution ordained by God that is a life-long covenant relationship established by mutual vows between a man and a woman united by God. The *Ministers* shall ensure that the *Facilities* are limited to *Church*-approved programs and to marriages that accord with the Fundamental Principles as found in Sub-Section 1.3 of this *By-law*. All *Ministers* under the *Church's* employ or supervision, including retired *Ministers* whose credentials are held by the *Church*, or any other marriage officials who perform marriages at or in the name of the *Church*, may only perform such marriages in accordance with these Fundamental Principles.

SECTION NINE

COUNCIL

9.1 **Chair of Council.** The *Members*, in consultation with the *Council*, shall choose, elect, or appoint an *Elder* to serve as *Chair of Council* as may be necessary from time to time. The *Chair* may not be one of the *Ministers*. The *Chair* shall preside at all meetings of the *Members* and meetings of the *Council*. The *Chair of Council* shall perform such duties as the *Council* may require. The *Chair* does not have a second or casting vote.

9.2 **Vice-Chair of Council.** The *Members*, in consultation with the *Council*, shall choose, elect, or appoint a *Vice-Chair of Council* as may be necessary from time to time. The *Vice-Chair* shall stand in for the *Chair* when the *Chair* is unavailable and shall perform such other duties as the *Council* may require. The *Vice-Chair* does not have a second or casting vote when acting in the capacity of the *Chair*.

9.3 **Clerk of Council.** The *Members*, in consultation with the *Council*, shall choose, elect, or appoint a *Clerk of Council* as may be necessary from time to time. The *Clerk* shall perform such duties as the *Council* may require.

9.4 **Notice of Meetings.** Meetings of the *Council* may be called by the *Chair* of the *Council*, the *Clerk*, or any two members of the *Council*. Notice of the time and place of every meeting shall be provided to each *Elder*, *Deacon*, and *Minister* forty-eight (48) hours before such meeting, if delivered by hand or by e-mail, or sent not less than ten (10) days before the meeting, if delivered by mail. For the purpose of sending notices to any *Elder*, *Deacon*, or *Minister*, the address of any *Elder*, *Deacon*, or *Minister* shall be his or her last address recorded on the books of the *Church*. Notice of adjourned meetings shall be given in the same manner.

9.5 **Errors or Omission in Notice.** No error or omission in giving notice of any meeting or adjourned meeting of the *Council* shall invalidate such meeting, or make void any proceedings taken thereat.

9.6 **Waiver of Notice.** Any *Elder*, *Deacon*, or *Minister* may at any time waive notice of any such meeting and may ratify, approve, and confirm any or all proceedings taken or had thereat. Attendance at any meeting constitutes a waiver of notice, unless attendance is solely for the purpose of objecting to the manner in which notice was given.

9.7 **Participation by Communication Facility.** The *Council* shall be entitled to meet in person and, if all the participating members of *Council* consent, by telephone, electronic or other communication facilities that permit all persons participating in the meeting to communicate adequately with each other at the same time.

9.8 **Quorum.** At each meeting of the *Council* or the *Church Board*, a majority of the *Elders*, *Deacons*, and *Ministers* shall be present in person or by electronic means. If a quorum is not present, the meeting shall be adjourned.

9.9 **Ex-Officio Directors' Right to be Heard, etc.** *Ex-Officio Directors* have the right to attend, ask questions, and be heard on all matters at all meetings of the *Council* to the full and same extent as *Elders* and *Deacons*.

9.10 **Decisions.** The *Council* may pass *resolutions* by majority vote in the *Council* meeting, unless the *Act* or this *By-law* otherwise requires or unless the *Council* agrees otherwise in a particular case, but in no event shall *resolutions* be passed by less than a majority. Any *By-law* or *resolution* signed by all the members of *Council* is as valid and effective as if passed at a meeting of the *Council* duly called, constituted, and held for that purpose, provided that all *Ex-Officio Directors* sign a waiver (before or after such *resolution* is signed) of the requirement of a meeting.

9.11 **Chair of Any Meeting.** The *Chair* of *Council*, or the *Vice-Chair* of *Council* or in their absence a *Chair* chosen by the *Elders* or *Deacons* present, shall preside at each meeting of the *Council*.

9.12 **Ministry Teams.** In accordance with the law, the *Council* may establish such ministry teams as they consider necessary to achieve the *Church's* objectives, establish the requirements for membership in any such ministry teams, disband any such ministry teams, or change the mandate or authority of any such ministry team.

9.13 **Church Board.** The *Members*, in consultation with the *Council*, may choose by lot, or elect a body of *Elders*, *Deacons* and *Minister(s)*, to form an administrative *Church Board*. The *Council Executive*, if so constituted, shall exercise the full powers of the *Council* in all administrative and temporal matters, reporting every action to the *Council* members. The *Church Board* shall study and advise or make recommendations to the *Council* on any matter as directed by the *Council*.

9.14 **Powers of Council.** All decisions affecting the use of the *Church's Facilities* shall be consistent with its doctrine and shall be the responsibility of the *Council*. The *Council* shall administer the affairs of the *Church* in all things, consistent with the *Objects* and *By-laws* of the *Church*, including without limitation, authorizing the *Church* to

- (a) enter into contracts;
- (b) make expenditures;
- (c) enter into a trust arrangement;
- (d) acquire, accept, solicit, or receive legacies, gifts, grants, settlements, bequests, endowments,

and donations of any kind; and

(e) appoint agents and engage employees.

9.15 **Restrictions.** The Powers conferred to *Council* in Sub-Section 9.14 above are subject to the following restrictions:

(a) No purchase, sale or conveyance, mortgage, lease of any real estate belonging to the *Church*; shall be made, unless the affirmative vote of a majority of the *Members* of the *Church* is first obtained at a meeting of such *Members* of the *Corporation* present and entitled to vote, at a meeting duly and especially called for that purpose by notice given for two (2) successive Sundays at the usual place of meeting next preceding such meeting; and,

(b) No sale, mortgage, or conveyance shall be made of any gift, grant, or donation, conveyance, devise, or bequest which would be inconsistent with the express terms of the plain intent of the grant, donation, gift, conveyance, devise or bequest.

9.16 **Remuneration.** The remuneration for all *Ministers*, employees, and agents shall be fixed by the *Council*.

SECTION TEN

OFFICERS

10.1 **Officers.** The officers of the *Church* shall be a *Chair*, *Vice-Chair*, Vice-All (optional) Treasurer, and such other officers as this *By-law* provides or the *Council* determines. A person may hold more than one office at a time. The *Clerk* shall be included as an officer when the *Clerk* also serves as an *Elder*, but shall not be an officer when the *Clerk* serves solely as an employee.

10.2 **Description of Offices.** If officers are chosen by lot, elected, or appointed, they shall have the following duties and powers associated with their positions:

(a) *Chair* of the *Council* – The *Chair* of the *Council* shall be the President of the *Corporation* and shall be a *Council* member but shall not be a *Minister*. The *Chair* of the *Council*, if any, shall, when present, preside at all meetings of the *Council* and of the *Members*. The *Chair* shall have such other duties and powers as the *Council* may specify.

(b) *Vice-Chair* of the *Council* – The *Vice-Chair* of the *Council*, if one is chosen, elected, or appointed, shall be the Vice-President of the *Corporation* and shall be a *Council* member but shall not be a *Minister*. If the *Chair* of the *Council* is absent or is unable or refuses to act, the *vice-Chair* of the *Council*, if any, shall, when present, preside at all meetings of the *Council* and of the *Members*. The *Vice-Chair* shall have such other duties and powers as the *Council* may specify.

(c) **Clerk** – The **Clerk** shall be the Secretary of the **Corporation**. The **Clerk** shall attend and be the Secretary of all meetings of the **Council** and the **Members**. The Secretary shall record minutes of all proceedings at such meetings; the **Clerk** shall give, or cause to be given, as and when instructed, notices to **Members**, **Council** members, and the public accountant; the **Clerk** shall be the custodian of all books, paper and electronic documents, records, and other instruments belonging to the **Corporation**. All electronic documents and records shall be ‘backed-up’ and maintained regularly.

(d) **Treasurer** – If appointed, the Treasurer shall have such powers and duties as the **Council** may specify and shall be the treasurer of the **Corporation**.

10.3 **Other Officers**. Any other officers shall be appointed by **resolution** of the **Council**, for such periods and on such terms and conditions as the **Council** may approve or authorize. The powers and duties of all other officers of the **Corporation** shall be on such as the terms of the **Council** requires of them.

10.4 **Power to Vary**. Unless otherwise specified by the **Council** (which may, subject to the **Act**, modify, restrict, or supplement such duties and powers), the **Council** may, from time to time and subject to the **Act**, vary, add to, or limit the powers and duties of any officer.

10.5 **Vacancy**. The **Council** 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 officer's successor being appointed, or
- (b) the officer's resignation, or
- (c) the officer ceasing to be a **Member** of the **Church**; or
- (d) the officer ceasing to be a **Director** (if a necessary qualification of appointment), or
- (e) the officer's death.

If the office of any officer of the **Corporation** shall be or become vacant, the **Council** may, by **resolution**, appoint a person to fill such vacancy.

SECTION ELEVEN

PROTECTIONS AND INDEMNITIES

11.1 **No Liability**. No **Indemnified Person** shall be liable for:

- (a) the acts, receipts, neglects, or defaults of any other *Indemnified Person*; or
- (b) any insufficiency or deficiency of title to any property acquired by order of *Council* for or on behalf of the *Church*; or
- (c) the insufficiency or deficiency of any security in or upon which any of the monies of the *Church* shall be invested; or
- (d) any loss or damage arising from the bankruptcy, insolvency, or tortuous act of any person with whom any of the monies, securities, or effects of the *Church* shall be deposited; or
- (e) any loss occasioned by any error of judgment or oversight on his or her part that is not the result of his or her own willful neglect or default; or
- (f) any other loss, damage, or misfortune whatever that shall happen in the execution of the duties of his or her office or in relation thereto, unless the same shall happen through his or her own willful neglect or default.

11.2 **Indemnity.** Every *Indemnified Person* and his or her heirs, executors, and administrators and estate and effects, respectively, shall from time to time and at all times be indemnified and saved harmless out of the funds of the *Church* from and against

- (a) all costs, charges, and expenses whatsoever, including any amount paid to settle an action or satisfy a judgment, and further including legal fees and costs on a solicitor and his own client basis, that such *Indemnified Person* sustains or incurs in or about an action, suit, or proceeding that is brought, commenced, or prosecuted against him or her for or in respect of any act, deed, matter, or thing whatsoever made, done, or permitted by him or her in or about the execution of the duties of his or her office or in respect of any such liability; and
- (b) all other costs, charges, and expenses that he or she sustains or incurs in or about or in relation to the affairs of the *Church*; except such costs, charges, or expenses as are occasioned by his or her own willful neglect or default.

11.3 **Right of Indemnification.** The *Church* shall indemnify any *Indemnified Person* (and his or her testator or intestate) who is made, or is threatened to be made, a party to an action or proceeding by reason of the fact that he or she was an *Indemnified Person* of the *Church*. Such indemnification will be in accordance with and to the fullest extent permitted by law; as such law now exists or is subsequently adopted or amended. It will apply to any action or proceeding or related appeal, whether criminal, civil, administrative, or investigative, and will apply regardless of whether the *Indemnified Person* is in office at the time of the action or proceeding. However, the *Church* will indemnify an *Indemnified Person* in connection with an action or proceeding initiated by that *Indemnified Person*

only if the action or proceeding was authorized by the *Council*.

11.4 Advancement of Expenses. The *Church* may pay expenses incurred by an *Indemnified Person* in connection with an action or proceeding described in this *By-law* in advance of the final disposition of that action or proceeding. Such advances may be paid only if

- (a) the *Indemnified Person* agrees in a signed writing to repay the advance if he or she is ultimately found not to be entitled to indemnification, and
- (b) the advance is approved by the *Council* excluding those who are parties to the action or proceeding or, if a quorum is not thereby obtainable, then by the unanimous vote of the *Professing Members*. To the extent permitted by law, the *Council* may advance expenses under this provision without having to find that the *Indemnified Person* met the applicable standard of conduct required for indemnification.

11.5 Availability and Interpretation. To the extent permitted under applicable law, the rights provided hereunder

- (a) will be available with respect to events occurring prior to the adoption of this *By-law*;
- (b) will continue to exist after any rescission or restrictive amendment of this *By-law* with respect to events occurring prior to such rescission or amendment;
- (c) will be interpreted on the basis of applicable law in effect at the time of the occurrence of the event or events giving rise to the action or proceeding or, at the sole discretion of the *Indemnified Person* (or his or her testator or intestate), on the basis of applicable law in effect at the time the rights are claimed; and
- (d) will be in the nature of contract rights that may be enforced in any court of competent jurisdiction as if the *Church* and the *Indemnified Person* seeking such rights were parties to a separate written agreement.

11.6 Other Rights of Indemnified Persons. The rights provided in this *By-law* are not exclusive of any other rights to which an *Indemnified Person* or other person may now or subsequently be otherwise entitled, whether contained in the letters patent, this *By-law*, or other *By-laws*, a *resolution* of the *Council* or an agreement providing for such indemnification; the creation of such other rights is expressly authorized. Without limiting the generality of the foregoing provisions of this Sub-Section 11.6, the rights provided in this *By-law* are not exclusive of any rights, pursuant to statute or otherwise, of an *Indemnified Person* or other person to have his or her costs and expenses in an action or proceeding assessed or allowed in his or her favor, against the *Church* or otherwise.

11.7 Insurance. The *Council* shall consider every year at the first meeting of the *Council*

following the *Annual Meeting* whether the *Church* should obtain insurance to protect the *Indemnified Persons* as herein set out and to protect the *Church* in respect of its obligations to the *Indemnified Person* under this *By-law*.

11.8 **Conditions for Indemnification and Insurance.** Despite any provision in this *By-law*, the *Church* shall not provide any indemnification to any *Indemnified Person* under this *By-law* or otherwise unless the *Church* complies with applicable legislation and any regulation made under such act that permits the provision of an indemnification or unless the *Church* or an *Indemnified Person* obtains a court order authorizing the indemnification. Further, despite any provision in this *By-law*, the *Church* shall not purchase any insurance to indemnify any *Indemnified Person* except in compliance with applicable legislation and any Regulation made under such act.

SECTION TWELVE

CONFLICT OF INTEREST

12.1 **Conflict of Interest.** A *Director* who is in any way directly or indirectly interested in a contract or transaction, or proposed contract or transaction, with the *Corporation* shall make the disclosure required by the *Act*. Except as provided by the *Act*, no such *Director* shall attend any part of a meeting of *Directors* or vote on any *resolution* to approve any such contract or transaction.

12.2 **Charitable Corporations.** No *Director* shall, directly or through an associate, receive a financial benefit, through a contract or otherwise, from the *Corporation*, unless the provisions of the *Act* and the law applicable to charitable corporations are complied with.

SECTION THIRTEEN

BORROWING

13.1 Without limiting the generality of any other *By-law*, or power conferred on the *Council* thereby, the *Council* has the power, from time to time

- (a) to borrow money upon the credit of the *Corporation*, from any bank, corporation, firm or person, upon such terms, covenants, and conditions at such times, in such sums, to such an extent, and in such manner as the *Council* in its discretion may deem expedient;
- (b) to limit or increase the amount to be borrowed;
- (c) to issue or cause to be issued bonds, debentures, or other securities of the *Corporation* and to pledge or sell the same for such sums; upon such terms, covenants, and conditions; and at such prices as may be deemed expedient by the *Council*;

(d) to secure any such bond, debentures, or other securities, or any other present or future borrowing or liability of the *Corporation*, by mortgage, hypothecation, charge, or pledge of all or any currently owned or subsequently acquired real and personal, movable and immovable property of the *Corporation*, and the undertaking and rights of the *Corporation*; and

(e) to delegate to such officer(s) or *Director(s)* of the *Corporation* as the *Council* may designate all or any of the foregoing powers to such extent and in such manner as the *Council* may determine.

SECTION FOURTEEN

AUDITOR

14.1 **Appointment of Auditor(s).** Upon resolution, the *Council* may appoint an *Auditor* to hold office until the next *Annual Meeting of Members*, to audit or review the financial statements, accounts and funds of the *Church*, including *Deacons'* financial statements, and to submit the results of such audit or review to the *Members* at the next *Annual Meeting of Members*. A *Member* (save and except a *Council* member or officer of the *Church*) may serve as *Auditors*.

14.2 **Professional Accountant.** Where the *Council* deems it appropriate to appoint a professional accountant to be the *Church Auditor*, such *Auditor* is entitled and shall be invited to attend any meeting of *Members* and to be heard at such meeting on any part of the business that concerns them as *Auditors*.

14.3 **The Church Board** shall ensure that the recommendations of *Auditors* or professional accountants are implemented.

SECTION FIFTEEN

GENERAL

15.1 **Signing Authority.** Contracts, documents or any instruments in writing requiring the signature of the *Church*, shall be signed by any two persons who are any of an *Elder*, *Ex-Officio Director*, or officer, and all contracts, documents, and instruments in writing so signed shall be binding upon the *Church* without any further authorization or formality.

The *Council* shall have power from time to time by *resolution* to

(a) appoint any person or persons on behalf of the *Church* to sign specific contracts, documents, and instruments in writing; and

(b) give the *Church's* power of attorney to any registered dealer in securities for the purposes of the transferring of and dealing with any stocks, bonds, and other securities of the *Church*.

15.2 **Seal.** The seal of the *Church*, if any, shall be in such form as approved by the *Council*. If the *Church* has a seal, when required it may be affixed to contracts, documents, and instruments in writing signed as authorized by this *By-law* or by any officer or officers appointed by the *Council*.

15.3 **Books and Records.** The *Council* shall ensure that all books, paper and electronic records of the *Church* required by law, or this *By-law*, are properly kept.

15.4 **Policies and Rules.** The *Council* may prescribe, amend, and repeal from time to time such policies, rules, and regulations not inconsistent with the *Act* and this *By-law* relating to membership, the management and operation of the *Church*, and any other matter as they deem expedient.

15.5 **Severability.** Each Section and provision of this *By-law* is distinct and severable, and a declaration of invalidity or unenforceability of any provision by a court of competent jurisdiction will not affect the validity or enforceability of any other Section or provision hereof. Further, if any Section or provision of this *By-law* is held unenforceable, that Section or provision will be deemed modified to the minimum extent necessary to make it enforceable, and the remainder of the *By-law* will remain in force, unaffected and fully enforceable.

SECTION SIXTEEN

BY-LAWS AND EFFECTIVE DATE

16.1 **By-laws.** Subject to the Articles of Incorporation and the *Act*, the *Council* may, by *resolution*, make, amend or repeal any by-laws that regulate the activities or affairs of the *Corporation*. Any such by-law, amendment or repeal shall be effective from the date of the *resolution* of *Directors* until the next meeting of *Members* where it may be confirmed, rejected or amended by the *Members* by ordinary *resolution*. If the by-law, amendment or repeal is confirmed or confirmed as amended by the *Members*, it remains effective in the form in which it was confirmed. The by-law, amendment or repeal ceases to have effect if it is not submitted to the *Members* at the next meeting of *Members* or if it is rejected by the *Members* at the meeting.

16.2 **Application.** Sub-Section 16.1 does not apply to a provision respecting the transfer of a membership or to change the method of voting by *Members* not in attendance at a meeting of *Members* because such amendments or repeals are only effective when confirmed by the *Members*.

SECTION SEVENTEEN

REPEAL

17.1 **Repeal of 'Borrowing' By-law.** Former *By-law* Number Two (2) of the Mountainview

Christian Reformed *Church* of Grimsby dated the 31st day of March, 1971, is hereby repealed effective October 29, 2014.

17.2 **Repeal of ‘Terms of Employment’ *By-law*.** Former *By-law* Number Three (3) of the Mountainview Christian Reformed *Church* of Grimsby dated the 14th day of January, 1998 and confirmed; ratified and approved by the *Members* on the 27th day of April, 1999, is hereby repealed effective October 29, 2014.

17.3 **Repeal of ‘General Operating’ *By-law*.** Former *By-law* Number 1-05 of the Mountainview Christian Reformed *Church* of Grimsby dated the 9th day of February, 2005; as further amended and PASSED by the *Church Council* on the 20th day of April, 2005 and confirmed; ratified and approved by the *Members* on the 3rd day of May, 2005, is hereby repealed effective October 29, 2014.

17.4 **Repeal of ‘General Operating’ *By-law*.** Former *By-law* Number 1-2014 of the Mountainview Christian Reformed *Church* of Grimsby dated the 25th day of November, 2014; as further amended and PASSED by the *Church Council* on the 29th day of October, 2014 and confirmed; ratified and approved by the *Members* on the 25th day of November, 2014, is hereby repealed effective December 7, 2021.

PASSED by the *Church Council* on the 6th day of May, 2021.

CONFIRMED; RATIFIED AND APPROVED by the *Members*

this 7th day of December, 2021.

WITNESS the Corporate Seal of the *Corporation*.

Peter J. Vermeer
Chair
Signature

DAN HUISWINK
Vice Chair
Signature

Schedule "A" – Term for Elders

An Elder, if otherwise qualified, is eligible for an initial two (2) year term followed by five (5) consecutive one (1) year terms or any combination of consecutive terms equaling seven (7) years, and thereafter is not eligible for re-election until a period of eleven (11) months has elapsed from the date of retirement of such Elder.

Schedule "B" – Term for Deacons

A Deacon, if otherwise qualified, is eligible for an initial two (2) year term followed by five (5) consecutive one (1) year terms or any combination of consecutive terms equaling seven (7) years, and thereafter is not eligible for re-election until a period of eleven (11) months has elapsed from the date of retirement of such Deacon.