



HARVEST BIBLE CHAPEL

Muskoka

By-Laws 1 and 2

Rev March 2016

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BY-LAW No. 2

General Borrowing By-Law..... **17**

BY-LAW NO.1

being the general By-law of
HARVEST BIBLE CHAPEL MUSKOKA REGION INC.

BE IT ENACTED as a By-law of the Church as follows:

INTERPRETATION

1. **Definitions.** In this By-law, the following terms have the following meaning:

“Act” means the Canada Not-For-Profit Corporations Act S.C. 2009, c. 23 including the regulations made pursuant to that Act, in each case as the statute or regulations may be substituted or amended from time to time;

“Annual Meeting” means a Meeting of Members called under section 18;

“Articles” means Articles, including original or restated articles of incorporation or articles of amendment, amalgamation, continuance, reorganization, arrangement, dissolution or revival, as amended or superseded or replaced from time to time;

“Attendee” means persons attending services at the Church who are not Members;

“Auditors” means the firm appointed as auditors of the Church;

“Board of Deacons” means all the Deacons presently holding office;

“Board of Elders” means all the Elders presently holding office;

“Chairman” means the person appointed as Chairman under section 46;

“Church” means Harvest Bible Chapel Muskoka Region Inc.;

“Congregation Member” means a person admitted as such under section 11;

“Consensus” means unanimous consent;

“Deacon” means any person appointed as a Deacon who has not ceased to be a Deacon;

“Doctrinal Statement” means the statement of doctrine as adopted by the Board of Elders from time to time;

“Elder Member” means a person admitted as such under section 10.

“Elders” means a person made an Elder in accordance with section 33 of this By-law, who has not ceased to be an Elder;

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

“Indemnified Person” means each and every current and former Elder, Pastoral Elder, Deacon, pastor, Officer and employee of the Church;

“Meeting of Members” includes an Annual Meeting of Members, Special Meeting of Members and any adjourned meeting of Members;

“Members” means Elder Members and Congregation Members;

“Membership Application” means an application for membership in the form approved by the Board of Elders from time to time;

“Pastoral Elder” means a person made a Pastoral Elder as described in section 35 and who has not ceased to be a Pastoral Elder;

“Special Meeting” means a Meeting of Members called under section 20;

“Special Resolution” means a resolution passed by a majority of not less than two-thirds (2/3) of the votes cast on that resolution; and

2. **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.

ORGANIZATIONAL MATTERS

3. **Object.** The objects of the Church are as set out in the Articles of the Church.
4. **Seal.** The seal of the Church, if any, shall be in such form as approved by the Board of Elders.
5. **Registered Office.** The registered office of the Church shall be situated in Bracebridge, Ontario, or at such other address in Ontario as the Board of Elders may, by resolution, determine.
6. **Fiscal Year.** The fiscal year of the Church shall end on the 31st day of December of each year or on such other date as the Board of Elders may, by resolution, determine.

MEMBERS

7. **Types of Membership.** Membership in the Church is divided into two classes of Members: Elder Members and Congregation Members.
8. **Qualifications for Membership.** All Members of both classes must:
 - (i) be an individual; and
 - (ii) agree, in a manner established by the Board of Elders from time to time, to abide by the Doctrinal Statement.

A membership may not be transferred.

9. **No Fees, etc.** There shall be no membership fees or dues, for either class, unless otherwise determined by the Board of Elders.
10. **Elder Members.** From time to time, the existing Elder Members may by resolution grant an individual membership as a Elder Member. Persons who are Elder Members as of the date this bylaw comes into force shall be deemed to continue to be Elder Members until their membership is terminated in accordance this by-law.
11. **Congregation Members.** The Board of Elders may by resolution grant an individual membership as a Congregation Member. Persons who are Congregation Members as of the date this bylaw comes into force shall be deemed to continue to be Congregation Members until their membership is terminated in accordance with this by-law.
12. **Congregation Membership Process.** Individuals applying for membership as a Congregation Member in the Church shall complete a membership process which, unless amended by resolution of the Board of Elders, shall include:
 - (i) instruction;
 - (ii) Membership Application;
 - (iii) an interview;
 - (iv) visible demonstration of their commitment to Jesus Christ through believer's baptism;
 - (v) publication of their name in the Church's bulletin for two or more weeks;
 - (vi) a resolution of the Board of Elders admitting them to membership.

Persons who are Congregation Members as of the date this By-law comes into force shall be deemed to have satisfied the criteria in this section, provided that if their membership is terminated by resignation or removal, they are subject to the criteria in this section 12 if they choose to reapply for membership thereafter.

13. **Resignation etc.** Any Member may resign his or her membership in the Church through the delivery of a written resignation. Membership shall automatically be terminated upon death of the member or upon the Church being liquidated and dissolved under the Act. In addition, a Congregation Member will be deemed to have resigned if they have not attended Church services during three consecutive months, following which the Church may send a notice by email, letter or any other method to the person at their last known address confirming that they are deemed to have resigned. The failure of the Church to send such a notice does not affect the deemed resignation of the Congregation Member.
14. **Removal.** Any Congregation Member may be removed from membership at a meeting of the Board of Elders called for that purpose by the affirmative vote of two-thirds of the Elders. Any Elder Member may be removed from membership in the Church by a Special Resolution of the Elder Members passed at a Special Meeting of the Elder Members called for that purpose.

Any Member proposed to be removed shall be entitled to at least twenty-one (21) days written notice by registered mail of the meeting at which such removal is to be voted upon and shall be entitled to appear and be heard at such meeting.

15. **No Votes, etc. for Congregation Members.** Congregation Members have no right to call or to vote at any Meeting of Members except as otherwise provided under the Act.
16. **Attendees.** An Attendee has no rights of any nature or kind under this By-law or any other by-law or any rule, regulation, policy or statement by or of the Church or the Board of Elders.
17. **Changes to Membership Requirements.** Pursuant to subsection 197(1) (Fundamental Change) of the Act, a special resolution of the Members is required to make any amendments to the requirements for membership if those amendments affect membership rights and/or conditions described in paragraphs 197(1)(e), (h), (l) or (m).

MEMBERS' MEETINGS

18. **Financial Statements.** The Church shall send to the members:
 - (i) a copy of the annual financial statements and other documents referred to in subsection 172(1) (Annual Financial Statements) of the Act (the "Financial Documents"),
or
 - (ii) a copy of a publication of the Church reproducing the information contained in the Financial Documents, or
 - (iii) a summary along with a notice informing the Member of the procedure for obtaining a copy of the Financial Documents themselves free of charge.

The Church is not required to send any of the foregoing to a Member who, in writing, declines to receive such documents. The Church may also, instead of sending any of the foregoing to Members, publish a notice to Members stating that the Financial Documents are available at the registered office of the Church and any Member may, on request, obtain a copy free of charge at the registered office or by prepaid mail.

19. **Annual Meeting.** The Board of Elders shall call an Annual Meeting of Members not later than the period prescribed by the Act after both the preceding Annual Meeting and the end of the Church's preceding financial year for the purpose of reviewing the financial information specified in s. 172 of the Act and the other purposes required by the Act and transacting such other business as may properly come before the meeting. Congregation Members shall be entitled to attend, and shall, without having any voting privileges, be entitled to speak on any question before the meeting.
20. **Special Meeting of the Members.** The Board of Elders may (and shall when required by the Act) call a Special Meeting of Members.
21. **Date, Time and Location of Meetings.** All Meetings of Members shall be on such date and at such time as the Board of Elders shall by resolution determine, and shall be at the registered office of the Church or such other place within Canada as the Board of Elders may by resolution determine.
22. **Notice Requirement for All Meetings.** Notice of the time and place of a Meeting of Members shall be given to each Member entitled to vote at the meeting (or in the case of the Annual Meeting, to all Members), and to each Elder and the Church's public accountant, by the following means:

- (i) by mail, courier or personal delivery to each Member entitled to vote at the meeting, during a period of 21 to 60 days before the day on which the meeting is to be held; or
- (ii) by telephonic, electronic or other communication facility to each Member entitled to vote at the meeting (or in the case of the Annual Meeting, to all Members), during a period of 21 to 35 days before the day on which the meeting is to be held.

As required by the Act, a Special Resolution of Members is required to change the manner of giving notice to members entitled to vote at a Meeting of Members.

The declaration by the Secretary that notice has been given pursuant to this by-law shall be sufficient and conclusive evidence of the giving of such notice. The signature of any Elder or officer of the Church to any notice or other document to be given by the Church may be written, stamped, type-written or printed or partly written, stamped, type-written or printed.

- 23. **Additional Requirement for Notice of Special Meetings.** Notice of any Special Meeting should contain sufficient information to permit each Member entitled to vote at the meeting to form a reasoned judgment on any matter to be voted upon and state the text of any special resolution to be submitted to the meeting.
- 24. **Errors etc. In Giving Notice.** No error or omission in giving notice of a Meeting of Members 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.
- 25. **Quorum at All Meetings of Members.** A quorum at any Meeting of Members (unless a greater number of Members are required to be present by the Act) shall be a majority of the Members entitled to vote at the meeting, present in person. If a quorum is present at the opening of a Meeting of 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, the Members present shall adjourn the meeting to a date and time set by the Chairman.
- 26. **Chairman of Any Meeting of Members.** The Chairman of the Board of Elders or, in his absence, a Chairman chosen by the Members present entitled to vote at the meeting.
- 27. **Entitlement to Vote.** Except as required by the Act, no Congregation Member shall be entitled to a vote at any Meeting of Members.
- 28. **Decision Making and Voting at Meetings.** All decisions on any matter to be voted upon at a Meeting of Members shall be by a show of hands, but upon the demand of any Member entitled to vote on the matter, the vote upon any question shall be by secret ballot.
- 29. **No Casting Vote for Chairman.** The Chairman shall not be entitled to a second or casting vote by virtue of being the Chairman.
- 30. **Written Resolution in lieu of Meeting.** Notwithstanding anything in this By-law, a resolution signed by all Members entitled to vote on that resolution is as valid as if it had been passed at a duly called Meeting of Members.

31. **Participation by Electronic Means at Members' Meetings.** If the Church chooses to make available a telephonic, electronic or other communication facility that permits all participants to communicate adequately with each other during a Meeting of Members, any person entitled to attend such meeting may participate in the meeting by means of such telephonic, electronic or other communication facility in the manner provided by the Act. A person participating in a meeting by such means is deemed to be present at the meeting. Notwithstanding any other provision of this by-law, any person participating in a Meeting of Members pursuant to this section who is entitled to vote at that meeting may vote, in accordance with the Act, by means of any telephonic, electronic or other communication facility that the Church has made available for that purpose.
32. **Members' Meeting Held Entirely by Electronic Means.** If the Board of Elders or Members call a Meeting of Members, those Elders or Members, as the case may be, may determine that the meeting shall be held, in accordance with the Act, entirely by means of a telephonic, electronic or other communication facility that permits all participants to communicate adequately with each other during the meeting.

ELDERS

33. **Number of Elders.** If a minimum and maximum number of Elders is provided for in the Articles, the Elder Members may, from time to time by ordinary resolution, fix the number of Elders of the Church and the number of Elders to be elected at annual meetings of the Members or delegate those powers to the Elders. No decrease in the number of Elders shall shorten the term of an incumbent Elder.
34. **Elders are Directors.** The Elders are, and shall be deemed to be, the board of directors of the Church pursuant to the Act and shall have the authority and be subject to the responsibilities established under the Act.
35. **Pastoral Elders.** The Elders may appoint by a two-thirds vote any person who meets the biblical requirements identified in section 36 to be a Pastoral Elder. There is no set number of Pastoral Elders. Pastoral Elders have no voting rights and are not directors of the Church. Pastoral Elders have the right to receive notice of, attend and speak to matters at every meeting of the Board of Elders.
36. **Qualifications for Elders and Pastoral Elders.** A person may be considered for the position of Elder or Pastoral Elder if the person:
- (i) is a Member;
 - (ii) is 18 years of age or older;
 - (iii) is not an undischarged bankrupt;
 - (iv) is of sound mind;
 - (v) satisfies the biblical qualifications in 1 Timothy 3:1-7 and Titus 1:5-9:
 - (a) Above reproach;
 - (b) The husband of one wife;
 - (c) Sober-minded;
 - (d) Self-controlled;
 - (e) Respectable;

- (f) Hospitable;
- (g) Able to teach;
- (h) Not a drunkard;
- (i) Not violent but gentle;
- (j) Not quarrelsome;
- (k) Not a lover of money;
- (l) Must manage his own household well, with all dignity keeping his children submissive;
- (m) His children are believers and not open to the charge of debauchery or insubordination;
- (n) Not be a recent convert;
- (o) Well thought of by outsiders;
- (p) Not be arrogant;
- (q) Not quick-tempered;
- (r) Not greedy for gain;
- (s) A lover of good;
- (t) Upright;
- (u) Holy;
- (v) Disciplined; and
- (w) Hold firm the trustworthy word as taught.

An Elder must also meet any additional qualifications for directors under the Act.

37. Approval Process for Elders and Pastoral Elders. All candidates for Elder or Pastoral Elder shall be persons qualified as set out in section 36 and who have successfully completed the following process:

- (i) they are nominated by the Board of Elders;
- (ii) they complete a questionnaire in such form as determined by the Board of Elders from time to time;
- (iii) an in-depth interview is conducted by the Board of Elders and/or such other persons as they require and the Board of Elders are satisfied with the results of that interview;
- (iv) they satisfactorily complete a trial eldership phase of such duration as the Board of Elders determines from time to time; and
- (v) the candidacy of the nominee is put before the Congregation Members and Attendees, who will be reminded of the biblical requirements for elders and given 30 days to speak personally with the nominee and/or any one or more members of the Board of Elders if they are aware of any disqualifying characteristics or interpersonal issues needing resolution.

If by the end of the 30 day period mentioned in (v), the nominee has not withdrawn his name from candidacy and no objection has been received by the Board of Elders which they in their sole discretion consider disqualifying, the Board of Elders may:

- (a) proceed with the appointment of the nominee as a Pastoral Elder, or
- (b) present the nominee to the Elder Members for election as an Elder, following which the Elder Members may elect the nominee as an Elder by a majority vote either in a written resolution or at a duly called meeting of Members.

However, if the Board of Elders receives an objection during that 30 day period which they consider in their sole discretion to be disqualifying, they may remove the nominee from consideration and shall thereafter notify the nominee of their decision. It is confirmed that there is no appeal from the decision of the Board of Elders in this respect.

38. **No Set Term of Office for Elders and Pastoral Elders.** There is no set term for Elders and Pastoral Elders.
39. **Resignation and Removal of Elders and Pastoral Elders.** An Elder or Pastoral Elder, as the case may be, shall be automatically removed from his office as an Elder or Pastoral Elder:
- (i) if (in the case of an Elder) at an Annual Meeting or Special Meeting of the Elder Members, a resolution is passed by two-thirds ($\frac{2}{3}$) of the Elder Members in favour of his removal or if (in the case of a Pastoral Elder) a resolution is passed by two-thirds ($\frac{2}{3}$) of the Elders in favour of his removal; or
 - (ii) if he resigns his office by delivery of a written resignation to the Secretary of the Church; or
 - (iii) if he is found by a court to be of unsound mind; or
 - (iv) if he becomes bankrupt or suspends payment or compounds with his creditors; or
 - (v) on his death; or
 - (vi) if he misses four (4) consecutive meetings of the Board of Elders as confirmed by the Chairman in writing to the Secretary.
40. **Vacancy.** Any vacancy occurring in the Elders may be filled for the remainder of the term by the Elders then in office, but the Elders may not fill a vacancy resulting from:
- (i) an increase in the number or the minimum or maximum number of Elders as provided for in the Articles; or
 - (ii) the failure to elect the number or minimum number of Elders provided for in the Articles; or
 - (iii) as otherwise prohibited by the Act.
41. **No Compensation for Serving as an Elder.** Elders shall not receive any compensation for their services as Elders, but the Board of Elders may recognize in an appropriate manner, unusual or exceptional services by Elders to the Church. The Board of Elders may authorize payment to Elders of the Church for reasonable and justified expenses after an accounting in writing of such expenses is submitted.
42. **Compensation for Pastoral Elders.** Pastoral Elders shall not receive any compensation for their services as Pastoral Elders. No Pastoral Elder shall directly or indirectly receive any profit from their positions as Pastoral Elders. If a person serving as a Pastoral Elder is also an employee of the Church, then this section does not preclude such person from receiving remuneration from the Church for his services as an employee.
43. **Powers of Elders.** In accordance with law, the Elders may delegate to committees, or to individual Elders or officers of the Church, any of such powers for the transaction of the Church's business. The Board of Elders 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:
- (i) enter into contracts;
 - (ii) make expenditures;

- (iii) enter into a trust arrangements;
- (iv) acquire, accept, solicit or receive legacies, gifts, grants, settlements, bequests, endowments and donations of any kind; and
- (v) appoint agents and engage employees.

As permitted by law, the Board of Elders may delegate any of its powers to task forces or other groups (including committees), or to individual Elders, Pastoral Elders or officers of the Corporation.

The remuneration for all employees and agents shall be fixed at the Board of Elders or by a duly authorized representative of the Elders.

44. **Spiritual Duties and Responsibilities.** All decisions affecting the overall doctrine, direction, and discipline of the Church and the use of its Facilities will be the responsibility of the Board of Elders. The Board of Elders is responsible for the spiritual oversight of the Church and specifically for:

- (i) ensuring that the doctrine of the Church remains purely biblical; all doctrinal issues in the church will be settled by the Board of Elders;
- (ii) ensuring that the direction of the Church remains consistent with the objects as stated in the Articles, its Doctrinal Statement and any policies, rules and regulations prescribed by the Board of Elders by resolution; and
- (iii) administering in love and humility the biblical process of Church discipline as outlined in Matthew 18:15-20 and Galatians 6:1-4.

45. **Committees.** Subject to the Act, the Board of Elders may at any time establish such committees as it considers necessary to achieve the Church's objectives, establish the requirements for membership in any such committee, disband any such committee or change the mandate or authority of any such committee. Pastoral Elders may be appointed by the Board of Elders to sit on committees.

The chair of each committee shall be appointed from the Members of the Board of Elders by the Elders. Members of committees shall be appointed by the chair of that committee in consultation with the Board of Elders. All committees shall report to the Board of Elders. Meetings of committees shall be held on a regular basis at such times and places as the committee chair determines.

MEETINGS OF THE BOARD OF ELDERS

46. **Chairman of the Board of Elders.** The Board of Elders shall appoint a Chairman from among them, who must be an Elder. The Chairman does not have a second or casting vote.

47. **Notice of Meetings.** Meetings of the Board of Elders may be called by the Chairman of the Board of Elders. Notice of the time and place of every meeting shall be provided to each Elder and Pastoral Elder forty-eight (48) hours before such meeting, if delivered by hand or by e-mail, or sent not less than ten (10) days nor more than twenty-one (21) days before the meeting, if delivered by mail. For the purpose of sending notices to any Elder, the address of any Elder shall be his last address recorded on the books of the Church.

48. **Errors or Omission in Notice.** No error or omission in giving notice of any meeting or adjourned meeting of the Board of Elders shall invalidate such meeting, or make void any proceedings taken thereat.
49. **Waiver of Notice.** Any Elder or Pastoral Elder 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 expressly stated to be for the purpose of objecting to the failure to give notice in accordance with this By-law.
50. **Participation by Communication Facility.** The Board of Elders shall be entitled to meet in person and an Elder or Pastoral Elder may, in accordance with the regulations under the Act, if any, and if all the Elders consent, participate in a meeting of the Board of Elders or of a committee of Elders by means of a telephonic, an electronic or other communication facility that permits all participants to communicate adequately with each other during the meeting. An Elder so participating in a meeting is deemed for the purposes of this Act to be present at that meeting.
51. **Quorum.** At each meeting of the Board of Elders a majority of the Elders shall be present in person or by such electronic means as is necessary for the transaction of business. If a quorum is not present, the meeting shall be adjourned.
52. **Decisions.** All decisions by the Board of Elders shall be by Consensus, unless the Elders otherwise unanimously agree in a particular case (or this By-law calls for only a vote of 2/3rds), but in no event shall resolutions be passed by less than a majority of the Elders. Any By-law or resolution signed by all the Elders is as valid and effective as if passed at a meeting of the Board of Elders duly called, constituted and held for that purpose.
53. **Chairman of Any Meeting.** The Chairman or in his absence, a Chairman chosen by the Elders present, shall preside as Chairman at each meeting of the Board of Elders.
54. **Disclosure of Interest.** When an Elder has an interest in any existing or proposed material contract or material transaction with the Church, he shall make such disclosures (at such times and in such manner) and not vote on such resolutions, as required by the Act, provided that nothing in this section affects the application of provisions of the Act providing that a contract or transaction is not invalid and an Elder is not accountable for any profit realized from the contract or transaction in the circumstances set out in the Act.

DEACONS

55. **Number of Deacons.** The number of Deacons shall be determined by the Board of Elders from time to time.
56. **Qualifications for Deacons.** A person may be considered for the position of Deacon in the Church if the person:
- (i) is a Member;
 - (ii) is at least 18 years of age, with power under law to contract; and
 - (iii) satisfies the biblical qualifications in 1 Timothy 3:8-12:

- (a) individual of dignity;
- (b) above reproach;
- (c) not double tongued;
- (d) first tested as servants;
- (e) not addicted to wine;
- (f) spouses must be faithful;
- (g) dignified temperate;
- (h) not fond of sordid gain;
- (i) holding to the mystery of faith with a clear conscience;
- (j) husband of one wife; and
- (k) manages household well.

57. Appointment Process for Deacons. All candidates for Deacon shall be persons qualified as set out in section 56 and who have successfully completed the following process:

- (i) they are nominated by the Board of Elders;
- (ii) they complete a questionnaire in such form as determined by the Board of Elders from time to time;
- (iii) an in-depth interview is conducted by the Board of Elders and/or such other persons as they require; and
- (iv) the candidacy of the nominee is put before the Congregation Members, who will be reminded of the biblical requirements for deacons and given 30 days to speak personally with the nominee if they are aware of any disqualifying characteristics.

If by the end of the 30-day period mentioned in (iv), the nominee has not withdrawn his name from candidacy and no objection has been received by the Board of Elders which they in their sole discretion consider disqualifying, the Board of Elders may proceed with the appointment of the Deacon. However, if the Board of Elders receives an objection during that 30-day period which they consider in their sole discretion to be disqualifying, they may remove the nominee from consideration and shall thereafter notify the nominee of their decision. It is confirmed that there is no appeal from the decision of the Board of Elders in this respect.

58. No Set Term for Deacons. There is no fixed term for Deacons.

59. Resignation and Removal of Deacons. A Deacon shall be automatically removed from his office as Deacon:

- (i) if at a regular meeting of the Board of Elders, a resolution is passed by two-thirds of the Elders in favour of his removal; or
- (ii) if he resigns his office by delivery of a written resignation to the Secretary of the Church; or
- (iii) if he is found by a court to be of unsound mind; or
- (iv) if he becomes bankrupt or suspends payment or compounds with his creditors; or
- (v) on his death; or
- (vi) if he misses four (4) consecutive meetings of the Deacons as confirmed by the chair of the Board of Deacons in writing to the Secretary.

60. Vacancy. The Elders may from time to time by a majority resolution fill any vacancy in the Board of Deacons.

61. **Compensation for Deacons.** The Deacons shall be compensated on such terms as are approved by the Board of Elders. All Deacons are entitled to be reimbursed for reasonable expenses incurred by them in the performance of their duties or on the Church's behalf.
62. **Chair of the Board of Deacons.** The Board of Elders shall appoint the chair of the Board of Deacons.
63. **Duties of the Board of Deacons.** The Board of Deacons shall be responsible for those matters lawfully delegated to the Board of Deacons from the Board of Elders.
64. **Meetings of the Board of Deacons.** The Board of Elders may by resolution establish rules respecting the holding of meetings of the Board of Deacons.

OFFICERS

65. **Officers.** The officers of the Church shall be a Chairman, President and Secretary of the Church and such other officers as the Board of Elders may by resolution determine. A person may hold more than one office at a time.
66. **Chairman.** The Chairman appointed under section 46 shall preside at all meetings of the Board of Elders, and perform such other duties as the Board of Elders may assign to him.
67. **President.** The President shall be appointed by the Board of Elders.
68. **Secretary.** The Secretary shall be appointed from amongst the Board of Elders by the Elders. The Secretary shall attend all meetings of the Board of Elders and Members and act as clerk thereof and record all votes and minutes of all proceedings in the books to be kept for that purpose. The Secretary shall give or cause to be given notice of all meetings of Members and the Board of Elders, and shall perform such other duties as may be prescribed by the Board of Elders.
69. **Other Officers.** Any other Officers shall be appointed by resolution of the Board of Elders, for such periods and on such terms and conditions as the Board of Elders may approve or authorize.
70. **Disclosure of Interest.** When an Officer has an interest in any existing or proposed material contract or material transaction with the Church, he or she shall make such disclosures (at such times and in such manner) as required by the Act, provided that nothing in this section affects the application of provisions of the Act providing that a contract or transaction is not invalid and an Officer is not accountable for any profit realized from the contract or transaction in the circumstances set out in the Act.

WEDDINGS AND USE OF CHURCH FACILITIES

71. **Recognition of Marriage.** The Church recognizes marriage as an institution ordained by God. It is a life-long covenant relationship established by mutual vows between a man and a woman united by God.

72. **Limits on Use.** The Church limits the use of the church facilities to church-approved programs and purposes that are consistent with the constating documents of the Church, its Doctrinal Statement and any policies, rules and regulations prescribed by the Board of Elders by resolution.
73. **Recognition by Pastors.** All Pastors employed by the Church and retired Pastors who hold credentials granted by the Church recognize marriage as an institution ordained by God, a life-long covenant relationship between one man and one woman.

PROTECTIONS AND INDEMNITIES

74. **No Liability.** No Indemnified Person shall be liable for:
- (i) the acts, receipts, neglects or defaults of any other Indemnified Person; or
 - (ii) any insufficiency or deficiency of title to any property acquired by order of Board of Elders for or on behalf of the Church; or
 - (iii) the insufficiency or deficiency of any security in or upon which any of the monies of the Church shall be invested; or
 - (iv) 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
 - (v) 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
 - (vi) any other loss, damage or misfortune whatever which 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.
75. **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:
- (i) 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,
 - (ii) 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.

76. **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 the 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 Board of Elders.

77. 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:

- (i) 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
- (ii) the advance is approved by the Board of Elders 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 Elder Members. To the extent permitted by law, the Board of Elders may advance expenses under this provision without having to find that the Indemnified Person met the applicable standard of conduct required for indemnification.

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

- (i) will be available with respect to events occurring prior to the adoption of this By-law;
- (ii) 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;
- (iii) 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
- (iv) 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.

79. 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 Board of Elders 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 Article IX, 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 favour, against the Church or otherwise.

80. Insurance. The Board of Elders shall consider every year at the first meeting of the Board of Elders 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.

81. 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 the *Charities Accounting Act* 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 the *Charities Accounting Act* and any regulation made under such Act.

AMENDMENTS

82. **Amendments.** The Board of Elders shall have the power to establish, alter, amend, and repeal the by-laws of the Church by the unanimous vote of the Board of Elders holding office at that time, provided that the proposed action is included in the notice of the meeting. A by-law passed by the Board of Elders, is effective only until the next Annual Meeting of the Members unless it is at that time confirmed by the unanimous vote of the Elder Members at such Annual Meeting.

GENERAL

83. **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, Pastoral Elder, 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 Elders shall have power from time to time by resolution to:

- (i) appoint any person or persons on behalf of the Church to sign specific contracts, documents and instruments in writing; and
- (ii) 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.

If the Church has a seal, when required it may be affixed to contracts, documents and instruments in writing signed as aforesaid or by any officer or officers appointed by resolution of the Board of Elders.

84. **Books and Records.** The Board of Elders shall ensure that all books and records of the Church required by law or this By-law are properly kept.

85. **Rules and Regulations.** The Board of Elders may by resolution prescribe, amend and repeal from time to time such policies, rules and regulations not inconsistent with the Act and these By-laws relating to membership, the management and operation of the Church and any other matter as they deem expedient.

86. **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.

BY-LAW NO. 2

being a borrowing By-law of
HARVEST BIBLE CHAPEL MUSKOKA REGION INC.
(hereinafter referred to as "the Church")

BE IT ENACTED as a By-law of the Church as follows:

The directors of the Church may, without authorization of the members,

- (a) borrow money on the credit of the Church;
 - (b) issue, reissue, sell, pledge or hypothecate debt obligations of the Church;
 - (c) give a guarantee on behalf of the Church to secure performance of an obligation of any person; and
 - (d) mortgage, hypothecate, pledge or otherwise create a security interest in all or any property of the Church, owned or subsequently acquired, to secure any debt obligation of the Church.
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