

## Report CCR-PCD-03-16

**To:** Chair Wright and Members of the Planning and Community Development Committee

**From:** Petal Furness, Manager Grey Roots Museum and Archives

**Meeting Date:** December 10, 2015

**Subject:** **To formally recognise, and enter into a Memorandum of Understanding, with the Friends of Moreston.**

**Status:** Recommendation adopted by Committee as amended per Resolution PCD20-16; Endorsed by County Council January 5, 2016 per Resolution CC12-16;

### Recommendation(s)

**WHEREAS the success of cultural institutions such as Grey Roots is predicated on having dedicated volunteers as well as an organized group of volunteers called “Friends”;**

**AND WHEREAS a core group of Grey Roots’ volunteers has formed Friends of Moreston which has been incorporated through the Ontario Historical Society, and is governed by its adopted Constitution;**

**AND WHEREAS it is in the best interest of the Friends of Moreston and Grey County to formalize their relationship;**

**NOW THEREFORE BE IT RESOLVED THAT Report CCR-PCD-03-16 regarding the Memorandum of Understanding (MOU) for the Friends of Moreston at Grey Roots be received;**

**AND THAT the MOU included in Report CCR-PCD-03-16 be approved with the inclusion of amending Section 8.3 to indicate that Grey County will pay \_\_\_\_\_ of the Friends of Moreston’s insurance as required by the MOU;**

**AND FURTHER THAT Grey County Council prepare a letter of thanks and congratulations to the Friends for their good work and their foresight in establishing the Friends of Moreston.**

## Background

The Grey County Museum and Grey County Archives had a small but solid volunteer base prior to the construction of Grey Roots; however volunteer opportunities bloomed at the new site especially with the opening of Moreston Heritage Village in 2008.

In the fall of 2012, Grey Roots volunteers were invited to discuss their interest in forming a Friends group with the Chair of the Friends of Doon (in Kitchener). In 2014 the Friends of Moreston developed their own Constitution and by-Laws, based on the Doon model. In June 2014 the Friends of Moreston was incorporated as a not-for-profit association in Ontario.

2015 has been a wonderful year of partnership. Grey Roots staff and the Friends have worked together to further the promotion of Moreston as the cultural jewel of Grey County. They have assisted in the spring and fall Moreston clean up. They have paid for many Moreston expenses such as the shipping costs for the new cedar rails; topsoil; and the painting of the Farm House. They assist in program delivery, both on-site and off-site. The Friends have expressed their fundraising support for the construction of a General Store in Moreston. As a not-for-profit association the Friends are able to apply for grants that Grey Roots is otherwise ineligible for.

The MOU will recognise the important contributions of this hearty group of volunteers and will lay out the groundwork of future participation. It is hoped there will be a long and fruitful relationship with the Friends of Moreston. Strong community partnerships are the cornerstone of a healthy, vibrant Grey Roots.

## Financial / Staffing / Legal / Information Technology (IT)

### Considerations

There are no Legal or IT considerations arising from this report. There will be some staff time involved in supporting the Friends.

As previously noted, the Friends have incorporated into a not-for-profit organization and now have expenses such as insurance. The cost of this insurance for 2015 was \$486. The Friends have asked for some consideration for the County to cover a portion of their insurance. If deemed appropriate, it may be reasonable to use a percentage or a set dollar amount

## Link to Strategic Goals / Priorities

Goal 3.3 Championing arts, culture, and heritage initiatives.

### Attachments:

Schedule "A" – Memorandum of Understanding

Schedule "B" – The Friends of Moreston Constitution and By-Laws

Respectfully submitted by,

Petal Furness

Manager, Grey Roots Museum and Archives

Director Sign Off: *Sharon Vokes*

**Schedule "A"**

**Friends of Moreston at Grey Roots**

**Memorandum of Understanding**

This Agreement made effective as of the \_\_\_\_ day of \_\_\_\_\_ 201\_.

Between:

The Corporation of the County of Grey  
(hereinafter referred to as “the County”)

And

The Friends of Moreston Village at Grey Roots Incorporated  
(hereinafter referred to as “the Friends”)

WHEREAS the Friends are a group of community volunteers governed by a formally adopted Constitution, attached hereto as Schedule “A”;

AND WHEREAS the County owns and operates Grey Roots Museum and Archives, including a living history site known as Moreston Heritage Village;

AND WHEREAS the Friends wish to provide services for programs and events and to perform various caretaking functions for the Moreston Heritage Village;

AND WHEREAS the County recognizes the value of the contribution that the Friends can make in creating a quality museum visitor experience, and wishes to create a working relationship with the Friends, the extent of which is clearly outlined in this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the mutual covenants and agreements herein and subject to the terms and conditions set out herein, the parties agree as follows:

## **1. Definitions**

For the purposes of this Agreement:

- 1.1 “Agreement” means this agreement between the County and the Friends.
- 1.2 “Administrative Support” means the systems, procedures and processes that are needed to plan, monitor, execute and evaluate programs, services, and events.
- 1.3 “Annual Planning Meeting” means a meeting of staff and Volunteers once each year to determine the level and scope of museum programs, services, and events, which will be provided over the next operating year(s).

- 1.4 “Friends of Moreston at Grey Roots” or “the Friends” means a formalized group of community volunteers with incorporated status and governed by its adopted Constitution (attached hereto as Schedule “A”) which is interested in volunteering time to work with other Grey Roots volunteers and on specific projects that will assist County staff to plan and deliver museum and Moreston special events and opportunities for visitor experiences at Grey Roots.
- 1.5 “Fundraising” means the solicitation of funding to offset the costs of operation or construction and/or renovation of buildings.
- 1.6 “Grey Roots Manager” means a County employee responsible for the management of the Grey Roots Museum and Archives.
- 1.7 “Grey Roots Museum and Archives” or “Grey Roots” means a County-owned and operated facility containing and displaying an accumulation of historical records and artifacts that have relevance to the Grey County area.
- 1.8 “Heritage Interpretation Supervisor” means a County employee responsible for the volunteer program and interpretation of Moreston.
- 1.9 “Moreston Presenter(s)” means the volunteer interpreters who work in costume in Moreston.
- 1.10 “Moreston” means the Moreston Heritage Village which is an assembly of historical buildings on display within the Grey Roots Museum and Archives property that has relevance to the Grey County area.
- 1.11 Schedule “A” means the Friends of Moreston at Grey Roots Constitution.
- 1.12 “Term” means the period of time which this Agreement is in effect.
- 1.13 “Volunteer(s)” means a person/people who performs voluntary work for the County as a member of the Friends. Within this Agreement, references to volunteers who are not members of the Friends shall be indicated in all lower case font.
- 1.14 “Volunteer Coordinator” means a County employee who reports to the Heritage Interpretation Supervisor, responsible to coordinate the many volunteers in terms of conscripting, training, scheduling, monitoring and supporting.
- 1.15 “Volunteer Manual” means the manual which is provided by the County to all volunteers at Grey Roots. The manual includes but is not limited to County policies and procedures which all volunteers are required to adhere to as volunteers of the County.

## **2. Term**

- 2.1 This Agreement shall be effective as of the date of execution and run for a period of two (2) years (the “Term”).
- 2.2 The Agreement shall automatically be renewed for successive periods of two (2) years unless either party provides to the other 90 days’ written notice of its

wish to re-negotiate the terms of the Agreement, or unless terminated in accordance with Section 11.

### **3. Responsibilities of the Parties**

#### **3.1 Responsibilities of the County:**

- a) Engage the Friends in the County's annual Moreston Village wrap-up and planning process.
- b) Provide advice, guidance and a positive working environment that will assist the Friends during its volunteer involvement in Grey Roots initiatives.
- c) Recruit, train, schedule, monitor, support and recognize all volunteers.
- d) Utilize the Friends in the planning and delivery of Grey Roots programs, events, and village hosting functions.
- e) Provide volunteer training, supervision, recognition and support on an annual basis to the Friends in its provision of volunteer services to the County under this Agreement.
- f) When appropriate, request assistance from the Friends when researching and applying for grants and funding from appropriate sources.
- g) Provide the Volunteers with a current copy of the Volunteer Manual and subsequent updated versions throughout the Term of the Agreement.

#### **3.2 Responsibilities of the Friends:**

- a) Conduct organizational business and operate within the Constitution of the Friends of Moreston at Grey Roots (Schedule "A").
- b) Provide volunteer support to the County with museum programs, events and exhibits, including Village interpretation adhering to the County's policies and procedures as identified in the Volunteer Manual.
- c) Provide the County with an annual budget and financial statements.
- d) **Village and Grey Roots Programs and Events** – The Friends shall assist County staff in the delivery of Village related events and activities as well as Grey Roots programs, exhibits and events upon request by the County. Within this role the Friends shall:
  - i. Assist with Moreston and other Grey Roots programs and events following Grey Roots planning protocols.

- ii. Attend programs and events at Grey Roots, providing volunteer assistance with planning, organization, patron control, interpretation, storytelling and other volunteer duties as assigned.
  - iii. Attend various locations throughout Grey County and surrounding area to promote Grey Roots and Moreston programs and events. At times this will require the Volunteers to be dressed in appropriate period clothing.
  - iv. Assist County staff in delivering volunteer recognition events.
  - v. Provide valuable input to County staff and identify ways in which the Friends can be of assistance to the County.
  - vi. Mentor other Grey Roots volunteers as required and, when able, contribute information to the Volunteer Manual based on new information from visitors and or archival research.
  - vii. Assist County staff with the annual end of season written and oral reports as organized by County staff.
  - viii. Assist in the recruitment and training of its Volunteers to act as Moreston Presenters when Moreston is open to the public.
  - ix. In performing the role of Moreston Presenter, the Friends Volunteers shall provide visitors with a historically - based story of the building's origin, its significance to the area and other relevant information, to create an enjoyable and informative visitor experience. All storylines will be vetted by County staff.
- e) **Moreston Building Maintenance** – assist County staff with the ongoing maintenance of Grey Roots buildings and grounds in the Moreston.
- i. Provide volunteer assistance to complete annual fall cleanup and winterization of Moreston buildings and property.
  - ii. Provide volunteer assistance to complete annual Moreston spring grounds and building cleanup in preparation for the Moreston operating season.
  - iii. Perform minor maintenance tasks to assist County staff in the upkeep of the Moreston buildings including, but not limited to, painting and minor repairs.
- f) **Long Term Planning and Development of Moreston** – provide advice and guidance in determining the long term vision for Moreston.
- i. Work with County staff to develop priorities for Moreston development.
  - ii. Assist County staff in researching historical background on Moreston buildings and develop storytelling approaches to enhance the visitor experience.
  - iii. Source and recruit skilled workers as volunteers to be involved in building re-location and/or construction for Moreston.



- g) **Fundraising** – assist County staff in securing funds for Moreston development, re-development, ongoing maintenance and programming.
  - i. Assist County staff in Moreston fundraising events, activities and campaigns pending volunteer availability.
  - ii. Organize and execute fundraising activities and solicitation for goods in kind support for Moreston facility construction, refurbishment and ongoing maintenance.
  - iii. Facilitate the introduction of community business associates, friends and colleagues to County staff for potential funding support as requested.
  - iv. Make application for grants and other funding that the County is not eligible to take advantage of and when requested assist County staff to research grants and other funding opportunities and contribute to the grant application process.

#### **4. Planning and Decision Making**

The County and the Friends agree to create and work within a harmonious and productive working environment; one that encourages cooperation, communication and recognition of special skills and expertise. The framework below generally describes how this will be achieved.

Both parties agree that:

- 4.1 The Friends and the Grey Roots Manager will work together to coordinate any Grey Roots events in which the Friends are participating.
- 4.2 Requests for Grey Roots volunteers by the County must be made to the Volunteer Coordinator for all events. The County alone is responsible for requests and for assigning volunteers for all events.
- 4.3 The Friends will bring forward a work plan annually to the Grey Roots Manager for approval and will discuss decisions and pending actions with the Grey Roots Manager. Written approval by the County is required prior to proceeding with the proposed work plan.
- 4.4 The Friends will provide copies of its official minutes to the Grey Roots Manager on a timely basis.
- 4.5 The County will annually consult with the Friends to solicit suggestions with regard to programming, maintenance, funding and other items for inclusion in the County's annual service and capital replacement budgets for Grey Roots.
- 4.6 The Grey Roots Manager will be the primary County contact for the Friends, and as such will attend the regular governance meetings of the Friends and other program/volunteer planning meetings as required.

#### **5. Vulnerable Sector Screening (VSS)/Police Record Checks**

- 5.1 The County will maintain, at its cost, current Police Record Checks and/or VSS records if required by the nature of the Volunteer activity as determined at the discretion of the County based on each Volunteer position description.
- 5.2 The parties further agree that in the event that the results from a VSS or Police Record Check of any Volunteer discloses an offense or results which in the absolute discretion of the County causes concern for the safety and well-being of museum patrons, County staff, and/or volunteers/Volunteers, the County shall not permit any such Volunteer(s) to provide any of the services identified in this Agreement.

## **6. Confidential Information**

- 6.1 Private and confidential information is defined under the Municipal Freedom of Information and Protection of Privacy Act.
- 6.2 The Friends will treat as confidential and will not, without the prior permission of the County, publish, release, disclose or permit to be published, released or disclosed, either before or after the expiration of this Agreement, private or confidential information supplied to, obtained by, or which comes to the knowledge of the Friends as a result of the Agreement except insofar as publication, release or disclosure is necessary, in the reasonable opinion of the County, to enable the Friends to fulfill its obligations under the Agreement, or as required or permitted by law.
- 6.3 The Friends and the County acknowledge that any personal information that is provided for the purpose of creating records is given to the County in confidence and is protected by applicable privacy legislation. The County undertakes that personal information in records delivered to it by the Friends will be used for the limited purposes intended and allowable. The County further acknowledges that any personal information obtained from the Friends for such purposes will be protected under the terms of applicable privacy legislation.
- 6.4 This section shall survive the termination or expiration of this agreement.

## **7. Indemnification**

- 7.1 The Friends of Moreston agrees to defend, indemnify and save and hold harmless the County from all claims, lawsuits, losses, expenses and costs, or any other liability (collectively "Claims") imposed by law in any way connected to or arising out of any actual or alleged breach, default or neglect of duty

referred to in this Agreement as being the responsibility of the Friends of Moreston to a limit of the policy limit of the commercial general liability policy (but in no event less than \$2 million dollars) and/or the directors' liability policy limit (but in no event less than \$1 million dollars) applicable in the circumstances.

7.2 The County agrees to defend, indemnify and save and hold harmless the Friends of Moreston from all claims, lawsuits, losses, expenses and costs, or any other liability imposed by law in any way connected to or arising out of any actual or alleged breach, default or neglect of duty in respect of obligations imposed on Grey County under the terms of this Agreement.

7.3 This section shall survive the termination or expiration of this Agreement.

## **8. Liability Insurance**

8.1 The County shall, at its sole expense, take out and keep in full force and effect throughout the Term of this Agreement:

a) Municipal general liability insurance naming the Friends as an additional insured, with limits of an amount of not less than \$5,000,000.00 per occurrence;

8.2 The Friends shall purchase and keep in full force and effect throughout the Term of this Agreement:

a) commercial general liability insurance naming the County as an additional insured, with limits of an amount not less than \$2,000,000 per occurrence; and

b) directors' liability insurance.

8.3 Upon receipt by the County of the paid insurance premium invoices from the Friends for policies required under section 8.2, the County will reimburse the Friends an amount equal to \_\_\_ percent (%) of the cost of the insurance coverage required under section 8.2 throughout the Term of the Agreement.

## **9. Compliance with County Policies and Procedures**

9.1 The Friends shall comply with all County policies and procedures identified for this purpose under this Agreement. All such policies and procedures are contained in the Volunteer Manual which is updated annually and provided to all volunteers at Grey Roots.

## 10. Assignment

10.1 Neither party shall assign or in any way transfer this Agreement, or any of its rights, privileges, or obligations hereunder without the consent in writing of the other party being obtained.

## 11. Termination

11.1 Either party may terminate this Agreement upon giving to the other sixty (60) days' written notice pursuant to section 12 of its intention to terminate.

11.2 The County may terminate this Agreement without notice in the event of the breach of any provision herein if, at the sole discretion of the County, it is deemed not to be in the County's best interest to continue with the Agreement. Upon such a decision to terminate being made by the County, the County shall follow up with written confirmation of the termination being provided to the Friends within 15 days of such termination.

## 12. Notice

12.1 Any notice to be given, served or delivered under this Agreement must be in writing and sent to the other party at the address indicated below, or to such other address as may be designated by notice provided by either party to the other.

For the County:

County Clerk  
The Corporation of the County of Grey  
County Administration Building  
595 9<sup>th</sup> Avenue East  
Owen Sound, Ontario N4K 3E3  
[countyclerk@grey.ca](mailto:countyclerk@grey.ca)

For the Friends:

Friends of Moreston at Grey Roots  
102599 Grey Road 18, RR 4  
Owen Sound, ON N4K 5N6  
[friends@greyroots.com](mailto:friends@greyroots.com)

12.2 Any notice to be given by either partner to the other shall, in the absence of proof to the contrary, be deemed to have been received by the addressee if:

- a) delivered personally on a business day, then on the day of delivery;
- b) sent by prepaid registered post, then on the second day following the registration thereof;
- c) sent by ordinary mail, then on the third business day following the date on which it was mailed; or
- d) sent by facsimile or email, upon confirmation of successful transmission of the notice.

### **13. Force Majeure**

13.1 Neither the County nor the Friends shall be held responsible for any damage or delays as a result of war, invasions, insurrection, demonstrations, or as a result of decisions by civilian or military authorities, fire, flood, human health emergency, strikes and generally as a result of any event that is beyond the reasonable control of the County or the Friends.

13.2 The County and the Friends agree that in the event of a disaster or Force Majeure the parties will cooperate and the parties will make all reasonable efforts to provide temporary replacement service until permanent service is completely restored.

### **14. Governing Law**

14.1 This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable herein. The parties hereby irrevocably adhere to the exclusive jurisdiction of the courts of Ontario with respect to any matter arising under or related to this Agreement.

### **15. Severability**

15.1 Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof, which shall remain in full force and effect.

## **16. Entire Agreement**

16.1 This Agreement constitutes the entire agreement between the parties with respect to the involvement of the Friends with the County and supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral. There are no conditions, covenants, agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise relating to the involvement of the Friends with the County except as provided in this Agreement and the attached Schedule.

## **17. Amendment of Agreement**

17.1 None of the terms, conditions or provisions of this Agreement shall be held to have been changed, waived, varied, modified or altered by any act or statement of either party, its respective agents, servants or employees unless agreed upon and executed in writing by both parties' authorized officers.

## **18. Successors and Assigns**

18.1 This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. Neither party may assign all or any part of this Agreement without the written approval of the other party.

## **19. No Partnership**

19.1 Nothing in this Agreement gives rise to a partnership or joint venture between the County and the Friends or to an employment relationship between the County and representatives or Volunteers of the Friends in the provision of services under this Agreement.

## **20. Dispute Resolution**

20.1 Step One - In the event of a dispute between the parties relating to the interpretation or implementation of activities under this Agreement, a meeting will be held between the Friends, as represented by one or more of its board members, and the County as represented by the Grey Roots Manager and appropriate County staff, with up to two (2) representatives attending for each

party as determined by the County on a case by case basis. The goal of the meeting is to resolve the matter through good faith negotiation.

20.2 Step Two - In extreme instances where the differences are not resolved through the "Step One" procedure, the Friends, as represented by a board member and a Volunteer and the County, as represented by the Grey Roots Manager and one (1) appropriate County staff, shall meet with the County's Clerk/Director Council Services to resolve the matter and the resultant decision of the County's Clerk/Director Council Services will be considered to be final.

20.3 The parties agree that in the event that they are not able to reach a resolution of all the matters in dispute after going through the processes under subsections 20.1 and 20.2, then the matters remaining in dispute shall be finally determined by arbitration in accordance with the provisions of the Ontario Arbitrations Act. The location of such arbitration hearing will be within the County of Grey at a location to be determined by the County.

IN WITNESS WHEREOF THE PARTIES hereto attested by the hands of the proper officers duly authorize in that behalf as of the day and year first written above.

**The Corporation of the County of Grey**

\_\_\_\_\_  
, WARDEN

\_\_\_\_\_  
Sharon Vokes, CLERK

We have the authority to bind the County.

**The Friends of Moreston Village at Grey Roots**

\_\_\_\_\_  
(name and title of signing officer)

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(name and title of 2<sup>nd</sup> signing officer)



**Schedule "B"**  
**Friends of Moreston at Grey Roots**  
**Constitution / By-Laws**  
**And**  
**Ontario Corporation Act**

# **Friends of Moreston Village at Grey Roots**

## **Constitution / By-Laws**

**April 2014**

### **Article I - Name**

The name of the organization shall be "Friends of Moreston Village at Grey Roots". Offices will be at Grey Roots. "Friends of Moreston Village at Grey Roots" shall consist of general membership, a Board of Directors elected and appointed officers from that Board.

### **Article II - Vision**

The vision of this organization shall be to voluntarily assist Moreston Village at Grey Roots with preservation and promotion of the Village and Museum at Grey Roots. The interest and participation of the individuals shall support the goals of Moreston Village at Grey Roots and increase their appreciation and knowledge of the Region's heritage.

### **Article III - Memorandum of Understanding**

The Friends of Moreston at Grey Roots have a formal document that describes the working relationship between the two parties; Friends of Moreston and Grey Roots Museum and Archives.

### **Article IV – Membership**

Membership shall be open to all persons who are willing to give their interest, time resources and talents to the work of the organization.

Honourary members shall be those persons who have been ratified by the Executive, who have deemed them as having distinguished themselves in regard to "Friends of Moreston Village at Grey Roots" objectives.

### **Article V – Board of Directors**

#### Section 1

The Board of the Directors shall be the governing body of the organization and shall report to the membership at all General Meetings.

#### Section 2

The Board of Directors shall consist of up to eight elected members and include four elected officers: Chairperson, Vice-Chairperson, Secretary and Treasurer.

#### a) Ex-officio:

Immediate Past Chairperson, Conveners of Special Committees when needed, a representative from Grey Roots and other Grey Roots staff members as required.

## **Article VI - Non Profit**

The corporation, Friends of Moreston Village, shall be carried on without the purpose of gain for its members, and any profits or other accretions to the corporation shall be used in furtherance of its purposes.

## **Article VII - Renumeration**

The directors shall serve as such without remuneration and no director shall directly or indirectly receive any profit from their position as such, provided that directors may be paid reasonable expenses incurred by them in the performance of their duties.

## **Article VIII - By-Laws**

By-laws shall be established as required and may be introduced or amended by the Membership at an Annual Meeting or by a Special Meeting determined by the Board of Directors.

## **Article IX - Amendments**

The by-laws may be amended by a majority of the Board of Directors present at any meeting. Such amendments come into effect immediately.

Amended by-laws changes must be presented to the Annual General Meeting for ratification.

Constitutional amendments must be presented at the Annual General Meeting.

## By-Laws

The following By-Laws are provided for the direction and guidance for the members and the Board of Directors.

### 1) Membership

Membership shall be open to all persons who are willing to give their interest, time resources and talents to the work of the Friends of Moreston at Grey Roots.

### 2) Board of Directors

The Board of Directors shall have four elected officers: President, Vice- President, Secretary and Treasurer. There may be other elected members up to a maximum of 10.

### 3) Duties of the Board of Directors

#### a) President-

The President shall preside at all Board Meetings.

The President shall be an ex-officio member of all committees deemed by the Board of Directors.

The President shall represent the Friends of Moreston at Grey Roots in all capacities.

#### b) Vice-President-

The Vice President will act in the absence of the President at meetings and in representation of the Friends.

#### c) Secretary-

The Secretary shall record and keep the minutes of all meetings.

#### d) Treasurer-

The treasurer shall have overall responsibility for the accounts of all receipts and disbursements.

### 4) Election of the Board of Directors

a) Officers shall be elected annually from the active membership list.

b) No member may serve as President or Vice-President for more than two (2) consecutive terms in one office.

c) The terms of appointed officers shall be the responsibility of the Board and shall be reviewed annually.

d) For a vacancy occurring in any office, a replacement shall be appointed by the Board from the General Membership for the remainder of the term.

## 5) Committees

The Friends of Moreston shall have such committees as deemed necessary by the Board of Directors. Each committee shall include one Board of Director.

## 6) Meetings

### Section 1

The Annual Meeting will be held on a date within six (6) months of the end of the fiscal year.

The Board of Directors shall hold six (6) meetings or more as deemed necessary by the President. A simple majority of the Board of Directors shall constitute a quorum at any meeting of the Board. Questions arising at any meeting of the Board shall be decided by a majority of votes and in the case of a tie, the President shall have the deciding vote.

### Section 2

Quorum five (5) bonafide members shall constitute a quorum. If within 45 minutes a quorum is not constituted, the meeting shall be adjourned at a time and date of the discretion of the President.

## 7) Fiscal Year

The fiscal year shall be from January 1 to December 31 in any given year.

## 8) Auditors

The Treasurer's books shall be audited annually by two (2) members of the "Friends of Moreston Village at Grey Roots", to be appointed at the Annual General Meeting, who are not serving members of the Board of Directors.

## 9) Authority

With the exception of any matter provided in the Constitution or By-laws, Robert's Rules of Order shall prevail.

## 10) Signing Authority

The signing authority for the "Friends of Moreston Village at Grey Roots" General Funds shall be the elected Treasurer and /or the President and / or the Secretary. Two (2) of three (3) signatures are required.

## 11) Records

Records of the Friends of Moreston at Grey Roots will be kept and stored at Grey Roots.

Ministry of Government Services      Ministère des Services gouvernementaux

ServiceOntario

ServiceOntario

Central Production and  
Verification Services Branch

Direction des services centraux de  
production et de vérification

(mailing address)

393 University Avenue, Suite 200  
Toronto ON M5G 2M2

(physical address)  
375 University Avenue, 2<sup>nd</sup> floor

(adresse postale)

393, avenue University, bureau 200  
Toronto ON M5G 2M2

(adresse municipale)  
375, avenue University, 2<sup>e</sup> étage



June 25, 2014

## ***Corporations Information Act***

**This is your Ontario Corporation Number (OCN)**

### **Your Reporting Requirements**

**FRIENDS OF MORESTON VILLAGE AT GREY  
ROOTS  
GREY ROOTS MUSEUM AND ARCHIVES  
102559 GREY ROAD 18  
R. R. #4  
OWEN SOUND ON N4K 5N6**

**1918610**

Regulations require that this number is stated in all notices submitted under the *Corporations Information Act*. This number must be stated in ALL correspondence with the Central Production and Verification Services Branch.

### **Initial Return**

The Initial Return you just filed has generated an Ontario Corporation Number and created a file for the public record for your corporation.

### **Notice of Change**

In addition to the Initial Return you have recently filed, you are required to file a Notice of Change for every change in the information **within 15 days** after the change or changes take place. There is no fee for filing these notices.

### **Forms**

Forms may be obtained from the Ministry at the above noted address or by **calling (416) 314-8880, 1-800-361-3223 or TTY (416) 325-3408, 1-800-268-7095**. Forms are also available on the Ministry's website at [www.ontario.ca](http://www.ontario.ca). To access the forms, select 'For Business' option at the top of the Ministry's home page.

### **Business Name**

- (a) No corporation shall carry on business in Ontario or identify itself to the public in Ontario by a name other than its corporation name unless the name is first registered. The appropriate registration form may be obtained from the Central Production and Verification Services Branch or by calling one of the above noted telephone numbers.
- (b) A corporation which has registered and uses a name other than its corporate name is required to set out its corporate name and all registered business names on all contracts, invoices, negotiable instruments and orders for goods or services.

### **Penalties**

Sections 13 and 14 of the *Corporations Information Act* provide penalties for contravening the Act or Regulations.

Section 18(1) of the Act provides that a corporation that is in default of a requirement under this Act to file a notice or that has unpaid fees or penalties is not capable of maintaining a proceeding in a court in Ontario in respect of the business carried on by the corporation except with leave of the court.

Copies of the *Corporations Information Act*, the *Corporations Act* and the *Business Corporations Act* may be obtained from ServiceOntario Publications, by calling (416) 326-5300 or toll-free at 1-800-668-9938. They can also be ordered online via the ServiceOntario Publications website at [www.publications.serviceontario.ca](http://www.publications.serviceontario.ca). The Acts are also available at no charge on the Internet at [www.e-laws.gov.on.ca](http://www.e-laws.gov.on.ca).

**December 10, 2015**