

Bylaw Committee Action Items for Steve – 28 December 2021

1. **Steve to draft and bring back to the committee for consideration subpoints for the new clause 3.6 regarding opportunity for discussion and the ability to vote**

Clause 3.6 reads:

- 3.6 The Board of Elders may, during exceptional circumstances, approve and provide for electronic voting measures and procedures to conduct an Annual General Meeting or Special Meeting of the church's members, if, in the opinion of the Board, those measures are necessary to conduct the meeting.

There are a few important aspects of an AGM that need to be adhered to. Background for this would be:

Robert's [RONR (12th ed.) 1.1]:

A deliberative assembly...has the following distinguishing characteristics:

- It is a group of people, having or assuming freedom to act in concert, meeting to determine, ***in full and free discussion***, courses of action to be taken in the name of the entire group
- The group meets in a single room or area or under equivalent conditions of opportunity ***for simultaneous aural communication among all participants***

Robert's [RONR (12th ed.) 3.4]:

A member of an assembly, in the parliamentary sense, ... is a person entitled to full participation in its proceedings, that is...***the right to attend meetings, to make motions, to speak in debate, and to vote.***

Roberts [RONR (12th Ed.)3.3]:

The Minimum number of members who must be present at the meetings of a deliberative assembly for business to be validly transacted is the ***quorum*** of the assembly

The societies Act of BC indicates:

83 Participation in general meeting by telephone or other communications medium

- (1) Unless the bylaws of a society provide otherwise, a person who is entitled to participate in a general meeting may do so by telephone or other communications medium ***if all of the persons participating in the meeting, whether by telephone, by other communications medium or in person, are able to communicate with each other.***
- (2) Subsection (1) does not obligate a society to take any action to facilitate the use of any communications medium at a general meeting.

- (3) If one or more members of a society vote at a general meeting in a manner contemplated by this section, ***the vote must be conducted in a manner that adequately discloses the intentions of the members.***

The ministerial order by the Minister of Public Safety and Solicitor General (ORDER OF THE MINISTER OF PUBLIC SAFETY AND SOLICITOR GENERAL, Emergency Program Act, Ministerial Order No. M116) specifically spells out, under COVID conditions, what electronic attendance at an AGM should look like. This can be generalized to take away some salient elements for general consideration:

Electronic attendance at corporate meetings, Section 3

- (1) Despite anything in a corporate enactment, *a person who is entitled to participate in, including vote at, a corporate meeting may do so by telephone or other communications medium if all of the persons participating in the meeting, whether by telephone, by other communications medium or in person, are able to communicate with each other and, if applicable, vote at the meeting.*
- (2) Subsection (1) does not obligate a person responsible for holding a corporate meeting to take any action to facilitate the use of any communications medium at the meeting.
- (3) Despite anything in a corporate enactment, a corporate meeting may be held solely by telephone or other communications medium if
 - (a) in the case of a corporate meeting with respect to which notice must be given under a corporate enactment, ***notice of the meeting provides instructions for attending at or participating in the meeting by the communications medium,*** including, if applicable, instructions for how to vote at the meeting,
 - (b) ***all of the persons participating in the meeting are able to communicate with each other and, if applicable, vote at the meeting,*** and
 - (c) the person responsible for holding the meeting facilitates the use of the communications medium at the meeting.
- (4) Despite anything in a corporate enactment, if a corporate meeting is held as contemplated by subsection (3),
 - (a) the meeting is not required to have a physical location, page 3 of 3
 - (b) any notice of the meeting is not required to specify a location for the meeting, and
 - (c) the meeting is deemed to be held in British Columbia.
- (5) A person who participates in, or attends or votes at, a corporate meeting in a manner contemplated by subsection (1) or (3) is deemed, for the purposes of the corporate enactment referred to in the definition of “corporate meeting”, to be present in person at the meeting.

As such, I would suggest that the following as an amendment to 3.6:

- 3.6** The Board of Elders may, during exceptional circumstances, approve and provide for electronic voting measures and procedures to conduct an Annual General Meeting or Special Meeting of the church's members, if, in the opinion of the Board, those

measures are necessary to conduct the meeting. **Notice of the meeting should provides instructions for attending at or participating in the meeting. Such meetings should ensure that the following are provided:**

- **The ability to determine if a quorum is present**
- **The ability to enter into discussion and be heard by those in attendance**
- **The ability to vote**

This is an optional item and we may not need to completely spell these items out here – it may belong to a secondary document.

2. Steve to draft and bring back to the committee for consideration a new clause (to become 4.1.2) regarding the Board being allowed to fill vacancies between Annual General Meetings

The meeting minutes indicate that we should add a clause using similar language to the LCC. If we decide to do this, which is redundant, I think the LCC wording (in 8.1) is the simplest:

4.1.2 *The board shall have the authority to fill board vacancies between annual meetings.*

3. Steve to compose a response to DEXCOM regarding the action item from the October 2020 meeting on the applicability of clause 8.3 to all churches

The background for this item:

General operating bylaw #2

3.4. Effect of Termination of Membership

Subject to the Articles, ***upon any termination of membership, the rights of the Member, including any rights in the property of the Corporation, automatically cease to exist.*** Notwithstanding the foregoing, should the church cease to be subject to the Manual which includes the Statement of Faith of The Christian and Missionary Alliance in Canada, but continues to abide by a similar Statement of Faith and promote similar purposes, the District Executive Committee of the district within which the church is located or with which it is affiliated by law may allow the church to acquire ownership of some or all of the property, appurtenances and effects associated with the member church prior to its withdrawal.

The Policy on District Organization:

2.6. Property

Where special conditions warrant, the District Executive Committee may permit an incorporated member church to own property and hold the title thereto. In such circumstances, ***the corporate documents shall contain a clause that identifies the district as the recipient of the assets of the church should the church cease to exist or cease to be***

subject to the Manual which includes the Statement of Faith of The Christian and Missionary Alliance in Canada.

The LCC:

12.1. Property

Real property may be acquired, disposed of, improved or encumbered by order of the Board, subject to the approval of the membership and the District Executive Committee. Except as otherwise provided herein, ***all real property shall be registered in the name of the district in which the property is situated, and the district shall be deemed to be the legal and beneficial owner of all real property, appurtenances and effects.*** The district shall be entitled and authorized to mortgage, hypothecate, pledge, or otherwise create a security interest in, or charge on, all or any part of such property to secure payment of debt or performance of any other obligation of either the church or the district.

The above requirements may be waived by an incorporated church by a two-thirds majority of the members present at a duly called meeting of the membership and with the approval of the District Executive Committee. ***In such cases, the church shall have a clause in its bylaws which states that, should the church cease to exist as a corporate body, or cease to be subject to the Manual, which includes the Statement of Faith of the C&MA, all of its real property, appurtenances, and effects then owned or held by it shall inure to the benefit of, and become the property of, the district corporation of the C&MA, within which jurisdiction this church is located or with which it is affiliated by law.*** Further, the church will assume full responsibility for all encumbrances with respect to the subject property and will obtain a full release for the district of any security interest provided by the district for the benefit of the local church.

Should the church cease to exist or cease to be subject to the Manual, which includes the Statement of Faith of the C&MA, all of its real property, appurtenances, and effects associated with the member church prior to its withdrawal shall inure to the benefit of and remain the property of the district corporation of the C&MA within which this church is located or with which it is affiliated by law.

The basics of this is simple: The District owns all church property unless they are incorporated and the district transfers the ownership to the corporation (church). If this happens there must be a clause ***transferring it back*** if the church leaves. If the church is not incorporated then the last paragraph in the LCC makes it clear that the property, appurtenances, and effects associated with the church will inure to the benefit of the church and will ***remain*** the property of the district corporation.

So, 8.3 is required for incorporated churches (technically only those who have had property transferred to them).

But what about non-incorporated churches? Technically, they don't need the language. Could they include it? Yes, they could. Should they? That is where our discussion lies.

Having the language could make it clear to the congregation what will automatically happen if they leave the Alliance or cease to exist. This may be beneficial. However there are two things to consider:

1. Do we want to repeat a lot of information from the LCC in the bylaws?
2. Do we want to give the impression that removing this clause from a bylaw would remove the requirement?

From my perspective it would be better not to have the language in the bylaws, but it is not prohibited.