

Canadian Mental Health Association Nova Scotia Division

By-Laws
Enacted September 26, 2012
(Draft updated to August 17, 2012)

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Nova Scotia Division**

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CANADIAN MENTAL HEALTH ASSOCIATION
NOVA SCOTIA DIVISION
BY-LAWS
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TITLE

1. Canadian Mental Health Association, Nova Scotia Division (referred to in these By-laws as the “Association”) was incorporated as a society by Chapter 142 of the Acts of Nova Scotia, 1931 under the name “The Nova Scotia Society for Mental Hygiene.” The Association’s name was changed to its current name and the objects of the Association were expanded by an amendment to the Act, March 13, Chapter 118 of the Acts of 1961.

MISSION & VISION

The Association’s Mission is:

To promote the mental health of all Nova Scotians,
recognizing cultural diversity.

The Association’s Vision is:

Mentally Healthy People in a Healthy Society.

INTERPRETATION

2. In these By-laws and all other by-laws of the Association, unless the context otherwise specifies or requires:
 - (a) "Act" means the legislation referenced above, as amended from time to time and every statute that may be substituted in its place and, in the case of such substitution, any references in the By-laws to provisions of the Act shall be read as references to the substituted provisions in the new statute;
 - (b) “Annual Meeting” means the annual meeting of the Association convened in accordance with sections 46 and 49;
 - (c) “Association” means Canadian Mental Health Association, Nova Scotia Division, a duly incorporated society governed by the Act;
 - (d) “Auditors” means the chartered or public accountants appointed by the Board to audit its financial statements;
 - (e) “Board” means the Board of Directors of the Association;

- (f) “Branch” means a Nova Scotia association or society incorporated separately from the Association but affiliated with the Association under a subsisting agreement commonly known as a “branch agreement”;
- (g) “Business Day” means any day other than Saturday, Sunday or a statutory holiday on which the Association offices are officially closed;
- (h) "By-law" or “By-laws” mean(s) these By-laws and any other by-law(s) of the Association from time to time in force and effect;
- (i) “CMHA National” means the national organization called the Canadian Mental Health Association, Division being the member of CMHA National for the province of Nova Scotia;
- (j) “Chair” means the chair of the Board, and, for purposes of conducting meetings contemplated by these By-laws, means the Chair or in her or his absence, the vice-chair of the Board, or the nominee from the Board of the Chair or Vice-Chair;
- (k) “Chapter” means a local division of the Association anywhere in Nova Scotia which is not separately incorporated from the Association and operates under the auspices of the Association under a subsisting agreement commonly known as a “chapter memorandum”;
- (l) “Director” or “Directors” means a director or directors of the Association;
- (m) “Division” means the Association;
- (n) “Effective Date” means the effective date of these By-laws, being the date on which they are accepted for filing by the Registrar of Joint Stock Companies (Nova Scotia);
- (o) “Executive Director” means the executive director of the Association;
- (p) “General Meeting” means a meeting of the Members convened in accordance with sections 47 and 49;
- (q) “Member” means:
 - (i) before the Board establishes membership lists pursuant to section 8 below, each elected Director (voting), the Executive Director (non-voting), and each appointed Director (voting); and
 - (ii) after the Board establishes membership lists pursuant to section 8, a member in good standing of the Association;

- (r) “Officers” means the Chair, Secretary, Treasurer (or Secretary-Treasurer), and the Vice-Chair, and “Officer” means one of the Officers;
- (s) “Regulations” means regulations established from time to time under the Act;
- (t) “Secretary” means the secretary of the Association;
- (u) “Secretary-Treasurer” means the Secretary and Treasurer when the roles are held by one (1) person;
- (v) “Special Meeting” means a meeting of the Members convened in accordance with sections 48 and 49;
- (w) “Special Resolution” means a resolution passed by not less than three quarters ($3/4^{\text{ths}}$) of such Members entitled to vote as are present in person or by proxy, where proxies are allowed, at a General Meeting of which prior notice specifying the intention to propose the resolution as a special resolution has been duly given;
- (x) “Treasurer” means the treasurer of the Association;
- (y) “Vice-Chair” means the vice-chair of the Board;
- (z) all terms in the By-laws and which are defined in the Act or the Regulations have the meanings given to these terms in the Act or such Regulations;
- (aa) words importing the singular number shall include the plural and vice versa and words importing a specific gender shall include the other gender and the word "person" shall include bodies corporate, companies, partnerships, societies, syndicates, trusts and any number or aggregate of persons;
- (bb) whenever there is a conflict between these By-laws and the Act or the Regulations from time to time, the provisions of the Act and/or the Regulations shall prevail;
- (cc) whenever there is a conflict between these By-laws and any policies or procedures established by the Board, the provisions of these By-laws shall prevail;
- (dd) to the extent these By-laws, the Regulations or any policies or procedures established by the Board do not provide direction as to the conduct of any meetings contemplated herein, the direction shall be obtained by reference to the then-most recent version of *Roberts' Rules of Order*;

- (ee) all previous By-laws are repealed and of no further force or effect as of and from the Effective Date;
- (ff) any reference herein to “including” or “includes” means “including (or includes) but is not limited to” and shall not be construed to limit any general statement preceding it to the specific or similar items or matters immediately following it;
- (gg) When calculating the period of time within which or following which any act is to be done or step taken pursuant to this Agreement, the date which is the reference date in calculating such period shall be excluded; and
- (hh) Any references herein to any law, by-law, rule, regulation, order or act of any government, governmental body or other regulatory body shall be construed as a reference thereto as amended or re-enacted from time to time or as a reference to any successor thereto.

HEAD OFFICE

3. The head office of the Association shall be in Halifax Regional Municipality, Nova Scotia, and at such future place in Nova Scotia as the Directors may from time to time fix by resolution.

MEMBERSHIP

4. **Membership List Transition.** As of the Effective Date, the Association does not have or maintain membership lists. *Accordingly, section 5 below does not become operative until immediately after the Board establishes a membership list of ordinary (voting) Members.* After the Board does so, the Members shall be those persons who may from time to time be recorded as Members by the Secretary.
5. **Applications for Membership.** If an application for membership is made to the Association, the Directors must consider that application and may accept or reject the application. Where the application is rejected, the Association must return any membership fee paid by the applicant. Where the application is accepted, the applicant will be admitted as an ordinary Member as of the date of such acceptance or as of such other date as the Directors determine. Each Member shall be promptly informed by the Secretary of her or his admission as a Member.
6. **Open Membership.** Membership shall be open to any person who upholds the objectives of the Association and has paid the membership fees, if any, established by the Board from time to time.
7. **Member Votes.** Members shall be entitled to attend all General Meetings, and to vote on matters brought before them at any such meeting. Members are also eligible to serve in any office in the Association. However, anyone who is on contract with or employed for wages in any capacity by CMHA National, the

Association or a Branch is ineligible during that contract or employment to be a voting Member, to serve on the Board, or serve as an Officer in the Association.

8. **Membership Categories.** The following are the three (3) membership categories in the Association as of the Effective Date:
- (a) ordinary (voting) Members, who consist of those individuals accepted as ordinary Members by the Directors. (Until the Board establishes a membership list of ordinary Members, the only voting Members are the elected and appointed Directors, and the Executive Director shall be a non-voting Member);
 - (b) honorary (non-voting) Members, who consist of those individuals appointed as honorary Members by the Directors in recognition of outstanding service, including service in the mental health field; and
 - (c) life (non-voting) Members, who consist of those individuals appointed as life Members by the Directors.

The Board may add to, establish, maintain and revise the Association's membership categories, criteria, dues, fees, lists, qualifications and rules from time to time that are not inconsistent with the foregoing categories of membership.

An individual may be a Member under more than one membership category at a time.

9. **Membership Termination.** The interest of a Member in the Association is not transferable and lapses and ceases to exist upon death or dissolution or when her or his period of membership expires or when she or he ceases to be a Member by resignation or otherwise in accordance with the By-laws, but the Members may, by resolution passed by at least two-thirds (2/3) of the votes cast at a General Meeting of which notice specifying the intention to pass such resolution has been given, terminate the Membership of any Member.

DIRECTORS

10. **Duties and Number.** The Board oversees the affairs of the Association. In doing so, the Board may exercise all such powers and do all such acts and things, including the development of directives, policies and regulations, as may be exercised or done by the Association which are not expressly directed or required by the By-laws or any Special Resolution or by statute to be done in some other manner.
11. **Board.** The Board shall be made up of both elected and appointed Directors. There shall be at least five (5) and not more than eight (8) elected (voting) Directors. These Directors shall be elected at Annual Meetings in accordance with section 12. In addition, the presidents of the Branches as a group shall be entitled

- to appoint no more than two (2) Branch presidents as (voting) Directors, bringing the total of elected and appointed Directors to a minimum of seven (7) and a maximum of ten (10) if the Branch presidents make both appointments they are entitled to make. If the Branch presidents are unable to agree on their two (2) appointees, they shall vote among themselves by secret ballot administered by the Chair, and if there is a tie in the vote, the Chair shall cast the deciding vote. The other Branch presidents shall be entitled to notice of, and to attend, all Board meetings, but on a non-voting basis, and to receive the minutes from all Board meetings.
12. **Term of Office.** Elected Directors will be elected for three (3) year terms, one-third (1/3) of the Directors being elected at each Annual Meeting. Elected Directors may stand for re-election at the end of their terms, provided that no elected Director may serve more than two (2) consecutive terms.
13. **Vacancies.**
- (a) A Director's position shall be vacated if such Director:
 - (i) resigns her or his office by notice in writing to the Board; or
 - (ii) ceases to be qualified as a Member; or
 - (iii) the Director has missed three (3) consecutive regular Board meetings for reasons that are undisclosed or unsatisfactory to the Board and the Board has, by Resolution of two-thirds (2/3rds) of the Directors duly passed, declared the office of the Director to have been vacated due to such absences; or
 - (iv) The Board determines to dismiss the Director for cause, in which case the Secretary shall provide the dismissed Director with a written statement setting out the cause(s) for the dismissal.
 - (b) So long as there is a quorum of Directors in office, any vacancy occurring in the Board may be filled for the remainder of the term of the vacant directorship by appointment by the Directors then in office. Otherwise such vacancy shall be filled at the next Annual Meeting at which such vacated Director's term would have expired. If there is not a quorum of Directors, the remaining Directors shall immediately call a meeting of the Members to fill the vacancy, and, in default, the meeting may be called by any Member. If the number of Directors is increased between the terms, a vacancy in the number of authorized Directors shall be considered to have occurred, which vacancy may be filled in the manner provided above.
14. **Executive Committee.** The Executive Committee shall consist of the Chair, the Vice Chair, the immediate Past Chair, the Secretary and the Treasurer (or Secretary-Treasurer) and such other Directors as the Board may add in its

absolute discretion and shall conduct the affairs of the Association as delegated by the Board. Subject to the By-laws and resolutions of the Board, the Executive Committee may meet for the transaction of business, adjourn and otherwise regulate its meetings as it sees fit, but if the Executive Committee is authorized to fix its quorum, such quorum shall not be less than a clear majority of the Executive. The Executive Committee shall meet at least six (6) times in each fiscal year.

15. **Criminal Record Checks.** A nominee for the Executive Committee shall:
- (a) provide a true copy of a police report from a criminal record check of the candidate, but only where the report is less than twelve (12) months old at the time the candidate's name is first presented by the Nominating Committee to the Board; or

- (b) undergo a new police criminal record check,

provided that the Board reserves the right to review the report in either case, and in appropriate circumstances, to allow the candidate to stand for election or appointment notwithstanding the results of such report.

A candidate for the Board shall complete the statement attached hereto as **Schedule "A" - Declaration of Eligibility of Director or Officer pursuant to s. 149.1(1) of the Income Tax Act (Canada)** as a condition of her or his nomination. The Board also reserves the right in its discretion to require a criminal record check from a candidate for the Board.

16. **Finance Committee.** The Finance Committee, chaired by the Treasurer, with such other Directors as the Board may add in its absolute discretion, shall be responsible for budgetary and financial administration as assigned by the Board. Subject to the By-laws and resolutions of the Board, the Finance Committee may meet for the transaction of business, adjourn and otherwise regulate its meetings as it sees fit, but if the Finance Committee is authorized to fix its quorum, such quorum shall not be less than a clear majority of the Finance Committee.
17. **Committees.** The Board may appoint such standing committees to carry out the business of the Association as the Board determines from time to time.
18. **Officers.** As soon as possible after each Annual Meeting, the Board shall elect the Chair, Vice Chair, Secretary and Treasurer (or Secretary-Treasurer). Each incumbent Officer shall continue in office until the earlier of:
- (a) her or his resignation;
 - (b) the election or appointment of her or his successor;
 - (c) he/she ceasing to be a Director or a Member; and

- (d) the meeting at which the Board annually elects or appoints Officers.

The Board may, as may be necessary from time to time, similarly appoint a replacement of any such Officer or of her or his replacement.

19. **Powers and Duties.** All Officers shall have and perform all powers and duties incident to their respective offices and such other powers and duties respectively as may from time to time be assigned to them by the Executive Committee or the Board, subject however, to any Special Resolution.
20. **Duties of Officers may be Delegated.** In the absence, inability or refusal to act of any Officer or for any other reason that the Board may consider sufficient, the Board may delegate all or any of the powers of the Officer concerned to any other Officer or to any Director for the time being.
21. **Chair.** The Chair shall speak for the Association unless otherwise determined by resolution of the Board. The Chair shall, subject to any Special Resolution, when present, preside at all meetings of the Board, Executive Committee and all Members' meetings including the Annual Meeting.
22. **Vice-Chair.** The Vice Chair assists the Chair in the carrying out of the Chair's duties, and shall act and preside in the place of the Chair during any and all absences or incapacities to act.
23. **Treasurer.** Subject to any resolution of the Board, the Treasurer or Secretary-Treasurer, as the case may be, shall have the care and custody of all the funds and securities of the Association and shall deposit or cause to be deposited the same in the name of the Association in such bank or banks or with such depository as the Board may direct. The Treasurer shall oversee the books of account and accounting records and the preparation of financial statements. The Treasurer may be required to give such bond for the faithful performance of the duties of Treasurer as the Board in their uncontrolled discretion may require, but no Director shall be liable for failure to require any bond or for the insufficiency of any bond or for any loss by reason of the failure of the Association to receive any indemnity thereby provided.
24. **Vacancies.** If the office of any Officer shall be or become vacant by reason of death, resignation, disqualification or otherwise, the Directors shall elect from the Directors or appoint from the Members a person to fill such vacancy.
25. **Nominating Committee.** The Board shall appoint a Nominating Committee to be chaired by the immediate past Chair and consisting of no fewer than three (3) other persons for the purpose of receiving the nominations of the Members for election of Directors and for the office of Vice Chair. At least one (1) of the three (3) members of the Nominating Committee shall be an elected member of the Board. Another member of the Nominating Committee may be an appointed member of the Board. The Nominating Committee shall ensure that there is a sufficient number of candidates nominated to fill each elected position on the

Board and shall deliver the names of the nominated candidates to the Board in sufficient time for the notices to be issued in accordance with these By-laws to the Members for the election at the Annual Meeting. The Nominating Committee report of the list of nominated candidates shall be made to the Board no later than fifteen (15) calendar days prior to the Annual Meeting.

AUDITORS

26. (a) The Board shall place before the Annual Meeting for adoption, financial statements for the last completed financial year prepared in accordance with generally accepted accounting principles.
- (b) At the Annual Meeting, Auditors shall be appointed to hold office until the close of the next Annual Meeting, at a remuneration to be negotiated by the Board. The Auditors shall not be members of the Board.

MEETINGS OF DIRECTORS

27. **Place of Meeting.** Meetings of the Board and of the Executive Committee may be held at any place within or outside Atlantic Canada, and may be by telephone conference, electronic or other communication facilities that will permit all persons participating in the meeting to communicate with each other.
28. **Notice.** The Board shall meet at least four (4) times in each fiscal year. A meeting of the Board may be convened by the Chair, the Vice-Chair or any two (2) Directors at any time, and the Secretary, when so directed shall convene a meeting of Directors. The notice of any meeting so convened need not specify the purpose of or the business to be transacted at the meeting. Notice of any such meeting shall be given in the manner specified in this By-law not less than two (2) days, exclusive of the day on which the notice is sent or transmitted, but inclusive of the day for which notice is given, before the meeting is to take place. A Director may in any manner and at any time waive notice of a meeting of Directors, and attendance of a Director at a meeting of Directors shall constitute a waiver of notice of the meeting except where a Director attends a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called. However, a meeting of Directors may be held at any time without notice if all the Directors are either present or have provided a proxy in a suitable form in favour of another Director, except where a Director attends such a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called.
29. **Adjournment.** Any meeting of the Board may be adjourned from time to time by the chair of the meeting, with the consent of the meeting, to a fixed time and place. Notice of any adjourned meeting of Directors is not required to be given if the time and place of the adjourned meeting is announced at the original meeting. Any adjourned meeting shall be duly constituted if held in accordance with the terms of the adjournment and a quorum is present. The Directors who formed a

- quorum at the original meeting are not required to form the quorum at the adjourned meeting. If there is no quorum present at the adjourned meeting, the original meeting shall be considered to have terminated immediately after its adjournment. Any business may be brought before or dealt with at any adjourned meeting that might have been brought before or dealt with at the original meeting in accordance with the notice calling the same.
30. **Regular Meetings.** The Board may appoint a day or days in any month or months for regular meetings of the Board at a place or hour to be named by the Board and a copy of any resolution of the Board fixing the place and time of regular meetings of the Board shall be sent to each Director immediately after being passed, but no further notice shall be required for any such regular meetings.
31. **Quorum.** A quorum of Board for the transaction of business shall be a clear majority of the elected and appointed Directors. Despite a vacancy among the Directors, a quorum of Directors then acting may exercise all the powers of Directors.
32. **Voting.** Questions arising at any meeting of the Board shall be decided by majority of votes. In case of an equality of votes, the chair of the meeting in addition to an original vote shall have a second or deciding vote.

STANDARD OF CARE

33. **Standard of Care.** Every Director, in exercising her or his powers and discharging her or his duties, shall:
- (a) act honestly and in good faith with a view to the best interests of the Association; and,
 - (b) exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.

REMUNERATION OF DIRECTORS

34. **Remuneration of Directors.** The Directors shall serve without compensation or remuneration of any kind and no Director shall directly or indirectly receive any profit in any way from her or his position as Director, but a Director may be reimbursed for reasonable expenses incurred by such Director in the performance of her or his duties provided that the Chair has previously approved the expenses.

BRANCH & CHAPTER RELATIONSHIPS AND STEERING COMMITTEES

35. **Branch Agreements.** The relationships between the Association and Branches shall be set out in branch agreements. No Branch shall have the right to make appointments to the Board, use CMHA National or Association branding of any kind, or otherwise hold itself out in any way as affiliated or connected to CMHA

National or the Association, in the absence of a subsisting branch agreement with the Association.

36. **Chapter Memorandums.** The relationships between the Association and Chapters shall be set out in chapter memorandums. No Chapter shall have the right to use CMHA National or Association branding of any kind, or otherwise hold itself out in any way as affiliated or connected to CMHA National or the Association, in the absence of a subsisting chapter memorandum with the Association.
37. **Consent to Setting up New Branches and Chapters.** The Directors may from time to time by resolution consent to the incorporation of Branches or the establishment of new Chapters on such conditions as may be imposed by the Board.
38. **Steering Committees.** The Directors may from time to time recognize Members within a geographic area as a “Steering Committee” of the Association, subject to such limitations as may be prescribed by the Directors.
39. **Limit of Authority of Steering Committees.** No member of a Steering Committee has any authority to enter into any contract on behalf of the Steering Committee or the Association unless specifically authorized by the Board.

FOR THE PROTECTION OF DIRECTORS AND OFFICERS

INDEMNITIES TO DIRECTORS AND OTHERS

40. **Conflicts of Interest.**

A Director who is, or who becomes, in any way whatsoever, directly or indirectly, interested in any actual or proposed: (a) contract with the Association, including one of employment for wages or as an independent contractor; or (b) mandate, activity, committee, guideline, policy, public policy, position, program or event of, run by, with, at, or for the benefit of the Association (individually and collectively, the “**Contract**”), shall fully and honestly disclose the nature and extent of such interest, both: (i) by email to the Chair, promptly upon her or his first knowledge of the Contract or, the probability or realistic possibility of the Contract; and, as applicable, (ii) at the very next meeting of the Board at which the Contract is raised.

“**Interest**” or “**interested**” includes: (A) any financial or legal interest, of any kind or nature whatsoever, in or with respect to the Contract; and (B) any financial or legal interest of any nature whatsoever, in, or any financial, professional, business, legal, familial or relevant personal relationship, of any nature whatsoever, in or with respect to, the party or parties to the Contract, the supplier/organizer/promoter of the aforesaid program (the “**Promoter**”), any of

the Promoter's directors, officers, individuals acting in a similar capacity, or any person having an ownership, controlling or material interest in the Promoter.

No such Director shall participate in the Board's discussion of the Contract unless the other Directors approve by a majority verbal vote, or, if any Director requests, by a majority written or electronic vote sent confidentially to the Board's designate, and no such Director shall vote on any resolution to approve such Contract.

41. **Protection of Directors and Officers.** Subject to compliance with section 40, the Directors and Officers shall not be under any personal duty or responsibility in respect of any contract, act or transaction except such as shall have been submitted to, and approved by, the Board.
42. **Board Appointees.** Appointees to the Board are expected to act at all times in the best interests of the Association as a whole, rather than merely representing a Branch or the Branches on the Board.
43. **Employment of Director or Officer.** If any Director or Officer shall be employed by, or shall perform services for, the Association, otherwise than as a Director or Officer, or shall have any interest in or with respect to a person who is employed by, or performs services for, the Association, then the mere fact of her or his being a Director or Officer shall not as such disentitle such Director or Officer, or such person, as the case may be, from receiving proper remuneration for such employment or services, provided, however, that there is compliance with section 40.
44. **Indemnities to Directors.** Every Director, and her or his heirs, executors and administrators, and estate and effects, respectively, shall at all times be indemnified and saved harmless out of the funds of the Association, from and against:
 - (a) all costs, charges and expenses that she or he sustains or incurs in or about any action, suit or proceedings brought, commenced or prosecuted against her/him for or in respect of any act, deed, matter or thing whatsoever, made, done or permitted by her/him, in or about the execution of the duties of her or his office; and
 - (b) all other costs, charges and expenses which she or he sustains or incurs in or about or in relation to affairs of the Association, except such costs, charges or expenses which are occasioned by her or his own wilful neglect or default.

the Association shall also indemnify any Director in such other circumstances as the law permits or requires. Nothing in this By-law limits the right of any person entitled to indemnity to claim indemnity apart from the provisions of this By-law to the extent permitted by law.

45. **Insurance.** Every Director or Officer, and her or his heirs, executors and administrators, and estate and effects, respectively, shall at all times be indemnified and saved harmless out of the funds of the Association, from and against:
- (a) all costs, charges and expenses whatsoever which such Director or Officer sustains or incurs in or about any action, suit or proceeding that is brought, commenced or prosecuted against him, for or in respect of any act, deed, matter or thing whatsoever made, done or permitted by him, in or about the execution of the duties of her or his office; and
 - (b) all other costs, charges and expenses that he or she sustains or incurs in or about or in relation to the affairs thereof, except such costs, charges or expenses as are occasioned by her or his own wilful neglect or default.

The Board shall cause to be purchased such insurance as it considers advisable and necessary to ensure that Directors and Officers will be indemnified and saved harmless in accordance with this By-Law; the premiums for such insurance coverage shall be paid from the funds of the Association.

MEMBERS' MEETINGS

46. **Annual Meeting.** The Annual Meeting of the Members shall be held not more than six (6) months following the Association' fiscal year end, at any place within Nova Scotia on such day in each year and at such time as the Board may by resolution determine or, in the absence of such determination, at the place where the head office of the Association is located.
47. **General Meetings.** Other meetings of the Members (whether virtual or in person) may be convened by the Chair or the Vice-Chair or by the Board at any date and time and at any place within Nova Scotia or, in the absence of such determination, at the place where the head office of the Association is located.
48. **Special Meetings.** Twenty percent (20%) of the Members may in writing request a meeting of the membership and the Chair or the Vice-Chair or the Board shall give notice as provided by these By-law and shall convene such a meeting.
49. **Notice of Meeting.**
- (a) A written notice stating the day, hour and place of meeting and the general nature of the business to be transacted shall be given by sending such notice by prepaid ordinary mail, by facsimile transmission or by electronic transmission to each Member entitled to notice of such meeting and to the Auditors.
 - (b) Notice of the Annual Meeting shall be sent not less than thirty (30) days before such meeting and notice of any other Members' meeting shall be not less than seven (7) days before such meeting.

- (c) The Secretary shall publish or cause to be published notice of the Annual Meeting not less than thirty (30) days before such meeting on the Association website and in such other manner, if any, as determined by the Board, to ensure the public has reasonable notice of the Annual Meeting.
- 50. **Waiver of Notice.** Any person entitled to attend a meeting may in any manner waive notice of such meeting and attendance of any such person at a meeting shall constitute a waiver of notice of the meeting except where such person attends a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called.
- 51. **Omission of Notice.** The accidental omission to give notice of any Annual Meeting, General Meeting or Special Meeting or any irregularity in the notice of any such meeting or the non-receipt of any notice by any Member or Members or by the Auditors shall not invalidate any resolution passed or any proceedings taken at any meeting of Members.
- 52. **Conduct of Members' Meetings.**
 - (a) Unless a secret vote is specifically requested before a question comes for a vote before the Members, every question submitted to any meeting of Members shall be decided in the first instance by a show of hands. In the case of an equality of votes, the chair of the meeting shall both on a show of hands and on any poll (including a secret ballot) have a second or deciding vote in addition to the vote or votes to which she or he may otherwise be entitled.
 - (b) No Member shall be entitled either in person or by proxy to vote at meetings of Members unless she or he has paid all dues or fees or charges, if any, then payable by her/him.
 - (c) At any meeting unless a poll is demanded, a declaration by the chair of the meeting that a resolution has been carried or carried unanimously or by a particular majority or lost or not carried by a particular majority shall be conclusive evidence of the fact.
 - (d) A poll may be demanded either before or after any vote by show of hands by any person entitled to vote at the meeting. If at any meeting a poll is demanded on the election of a chair or on the question of adjournment, it shall be taken forthwith without adjournment. If at any meeting a poll is demanded on any other question or as to the election of Directors, the vote shall be taken by secret ballot in such manner and either at once, later in the meetings or after adjournment as the chair of the meeting directs. The result of a poll shall be deemed to be the resolution of the meeting at which the poll was demanded. A demand for a poll may be withdrawn.

53. **Chair of the Meeting.** In the event that the Chair and Vice Chair are absent, the persons who are present and entitled to vote shall choose another Director as chair of the meeting and if no Director is present or if all the Directors present decline to take the chair, then the persons who are present and entitled to vote shall choose one (1) of their number to be Chair.

54. **Proxies.**

- (a) Votes at meetings of the Members may be given either personally or by proxy. At every meeting at which she or he is entitled to vote, every Member or person appointed by proxy to represent one (1) or more Members who is present in person shall have one (1) vote on a show of hands. Upon a poll and subject to the provisions of the Act or the Regulations, every Member who is entitled to vote at the meeting and is present in person or represented by an individual so authorized shall have one (1) vote and every person appointed by proxy shall have one (1) vote for each Member who is entitled to vote at the meeting and is represented by such proxy holder;
- (b) A proxy shall be executed by the Member or her or his attorney authorized in writing;
- (c) A person appointed by proxy shall be a considered a Member for purposes of the meeting(s) covered by the proxy;
- (d) Subject to the provisions of this By-law, a proxy may be in the following form:

The undersigned Member hereby appoints _____
 _____ of _____ or failing him/her _____ of _____ as the
 proxy of the undersigned to attend and act at the meeting of
 the Members to be held on the _____ day of _____, _____,
 and at any adjournment or adjournments thereof in the
 same manner, to the same extent and with the same power
 as if the undersigned were present at the said meeting or
 such adjournment or adjournments of such meeting.

DATED the _____ day of _____, _____.

Signature of Member

- (e) The chair of any meeting of Members may accept a facsimile transmission, electronic transmission or written communication as to the authority of any person claiming to vote on behalf of and to represent a Member despite the fact that no proxy conferring such authority has been lodged with the Association, and any votes given in accordance with

such a facsimile transmission, electronic transmission or written communication accepted by the chair of the meeting shall be valid and shall be counted.

55. **Adjournment.** The chair of any meeting may with the consent of the meeting adjourn the meeting from time to time to a fixed time and place and no notice of such adjournment need be given to the Members. Any business may be brought before or dealt with at any adjourned meeting that might have been brought before or dealt with at the original meeting in accordance with the notice calling that meeting.
56. **Quorum.** A quorum at any meeting of the Members shall be not less than five percent (5%) of the Membership represented in person, and at any Annual Meeting not less than ten percent (10%) of the membership represented in person or by proxy. No business shall be transacted at any meeting unless the requisite quorum is present at the time of the transaction of such business. If a quorum is not present at the time appointed for a meeting of Members or within such reasonable time as the Members present may determine, the persons present and entitled to vote may adjourn the meeting to a fixed time and place, but may not transact any other business and the provisions with regard to notice shall apply to such adjournment.

NOTICES

57. **Service.** Any notice or other document required to be sent to any Member, Officer or a Director shall be sent by prepaid ordinary mail, by facsimile transmission or by electronic transmission to any such Member, Officer or Director at her or his last address as shown in the records of the Association, or if no address is given, then to the last address of such Member, Officer or Director known to the Secretary. Notice may also be provided by phone, provided a prepaid ordinary mailing, facsimile or electronic transmission is sent to the Member, Officer or Director within twenty-four (24) hours following the phone call. Notice may be waived or the time for the notice may be waived or abridged at any time with the consent in writing of the person entitled to notice.
58. **Signature on Notices.** The signature of any Director or Officer to any notice or document to be given by the Association may be written, stamped, or printed or partly written, stamped or printed.
59. **Computation of Time.** Where a given number of days notice or notice extending over a period is required to be given, the day of mailing, facsimile transmission or electronic transmission of the notice shall not, unless it is otherwise provided, be counted in the number of days or other period.
60. **Proof of Service.** For every notice or other document sent by post, it shall be sufficient to prove that the envelope or wrapper containing the notice or other document was properly addressed as provided in this By-law and put into a Post

Office or into a letter box. A certificate of an Officer or an employee of the Association as to facts in relation to the prepaid ordinary mailing, facsimile transmission or electronic transmission (including as to the phone call preceding such mailing, facsimile or electronic submission) of any notice or other document to any Member, Director, Officer or Auditors of any notice or other document shall be conclusive evidence of such notice and shall be binding on every Member, Director, Officer or Auditors as the case may be.

**BOOKS & RECORDS, CHEQUES, DRAFTS, INVESTMENTS, MINUTES,
NOTES, ETC.**

61. **Cheques, Drafts, Notes, Etc.** All cheques, drafts or orders for the payment of money and all notes and acceptances and bills of exchange shall be signed by such Officer or Officers or person or persons, whether or not Officers, and in such manner as the Board may from time to time designate by resolution.
62. **Custody of Money.** All money owned by the Association or held by it on behalf of third parties shall be lodged in the name of the Association with a Canadian chartered bank if so authorized by resolution of the Board, with such other depositories or in such other manner as may be determined from time to time by the Board.
63. **Investment Policies.** The Board shall establish and maintain such investment and funds management policies as are appropriate for the due and proper protection of the Association and in keeping with generally applicable best policies, practices and procedures from time to time.
64. **Borrowing.** The borrowing powers of the Association may be exercised by Special Resolution.
65. **Seal.** The seal of the Association shall be in the custody of the Secretary and may be affixed to any document upon resolution of the Board.
66. **Records.** Preparation of minutes, custody of the books and records, and custody of the minutes of all the meetings of the Association and of the Board shall be the responsibility of the Secretary.
67. **Member Inspection of Books and Records.** The books and records of the Association may be inspected by any Member at any reasonable time within two (2) days prior to the Annual Meeting, at the registered office of the Association.
68. **Execution of Documents.**
 - (a) Subject to any Special Resolution, contracts or documents in writing requiring the signature of the Association may be signed by:

- (i) any one (1) of the Chair or the Vice-Chair, together with any one (1) of the Secretary, the Treasurer or the Secretary-Treasurer, as the case may be;
- (ii) any one (1) of the Chair or the Vice-Chair, together with any one (1) Director; or
- (iii) any other person or persons duly authorized by the resolution of the Board,

and all contracts or documents in writing so signed shall be binding upon the Association without any further authorization or formality. The Board shall have power from time to time by resolution to appoint any Officer or any person on behalf of the Association either to sign contracts or documents in writing generally or to sign specific contracts or documents in writing.

- (b) The term "contracts or documents in writing" includes cheques for payables, deeds, mortgages, hypothecs, charges, conveyances, transfers and assignments of property real or personal, immovable or movable, agreements, releases, receipts and discharges for the payment of money or other obligations, conveyances, transfers and assignments of shares, share warrants, stocks, bonds, debentures, or other securities and all paper writings.

FISCAL YEAR

69. **Fiscal Year.** The fiscal year of the Association shall terminate on the 31st day of March in each year or on such other date as the Directors may from time to time by resolution determine.

AMENDMENTS TO BY-LAWS

70. **By-law Amendments.** These By-laws shall be amended only by a Special Resolution at a duly convened Annual Meeting, and only then if the text of the proposed amendment(s) accompanies the required notice to the Members ahead of such Annual Meeting.

ENACTED the ____ day of _____, 2012.

Chair

Secretary

SCHEDULE “A”

Canadian Mental Health Association, Nova Scotia Division

(the “Association”)

**Declaration of Eligibility of Director or Officer
pursuant to s. 149.1(1) of the *Income Tax Act (Canada)***

I, _____, of _____, Nova Scotia, declare that :

1. I have never been found guilty of a criminal offence involving financial dishonesty including tax evasion, theft, fraud, or other offences involving breaches of the public trust in Canada for which a pardon or suspension has not been granted;
2. I have never been found guilty of an offence outside of Canada that would constitute a criminal offence under paragraph 1 above if committed in Canada;
3. I have not, within the past ten (10) years, been found guilty of an offence (other than a criminal offence) under the laws of Canada or a province that relates to financial dishonesty, including an offence under charitable fundraising legislation, consumer protection legislation, and securities legislation;
4. I have not, within the past ten (10) years, been found guilty of an offence outside of Canada that would constitute an offence under paragraph 3 above if committed in Canada;
5. I am or have been in the past a director, trustee or officer of the following registered charities:

Name of charity	Position held (director, trustee, officer)	Time period in which position held

6. I control or manage, either directly or indirectly, the following registered charities, or have held such control or management in the past:

Name of charity	Nature of control/management	Time period in which control/management held

7. None of the charities listed in paragraphs 5 and 6 above have, within the past 5 years, had their charitable registration revoked by CRA for serious breach of the requirements for registration that was committed while I held the position listed above;
8. I have not, nor have I ever been, a promoter of a tax shelter arrangement that involved a gift to a registered charity, where such charity has had its charitable registration revoked by CRA in the past five years for reasons that included its participation in the tax shelter;
9. I will inform the Association immediately should I become aware that any of the declarations above have become untrue; and
10. I agree that if there is any dishonesty on my part, or if the Association or CRA determines any dishonesty, with respect to this declaration, I will immediately tender my resignation of all positions held with the Association upon written request by the Association's board of directors.

Signature: _____ Date: _____

Title: