

An Agreement relating generally to the conduct of the affairs of

The New Guardians Initiative (the "Association")

BE IT ENACTED as a binding agreement between members of the Association as follows:

1. Definitions

In this Agreement and all other rules or policies of the Association, unless the context otherwise requires:

"Agreement" means this Agreement as amended and which are, from time to time, in force and effect;

"Association" means the unincorporated association created through the enactment of this agreement called "The New Guardians Initiative" which engages local community groups in their municipal affairs, these community groups are able to nominate Coordinators and Facilitators for their general area which are then vetted and selected by the Provincial Director to serve in their Municipal Region, the Association is made up of the members who apply and are accepted for membership;

"At Large Director" means a member of the Board of Directors who is elected by the Executive Voting Members for a three (3) year term;

"board" means the board of directors of the Association and **"director"** means a member of the board;

“Coordinator” means the administrative and mission volunteer within a Municipal Region who recruits and oversees Facilitators, oversees election of Delegates, is the Vice-chair of the Regional Councils, and implements the projects and plans of the Board, and who is selected by the Provincial Director under advisement of the local Community Groups who support the New Guardians (if any);

“Executive Director” is a member of the Board of Directors who oversees the day-to-day affairs and staff of the Association. The Executive Director is selected by the Governance Committee.

“Delegates” means the Executive Voting Members who have been elected by the Members of each Municipal Region for a five (5) year term. Each Delegate Nominee is approved by the Board prior to the election in accordance with the standards established and promulgated by the Board from time to time;

“Regional Council” means a Council of the Association within a Municipal Region which is composed of the Provincial Director, Coordinator, Delegate, and the District’s Facilitators who select prospective Candidates to stand for election who will abide by the Rules of Representation and will recruit Members to assist in Association activities, the Provincial Director being the Chair of the Council when present and in his/her stead the Coordinator shall be vice-chair of the Council;

“Facilitator” means the volunteer person recruited and selected and supervised by the Coordinator in accordance with the Rules of Association to be the liaison between the New Guardians and specific Municipal Councils typically on a town or city neighborhood basis but may also be a Rural Municipality, County, Town, City, School Board, Community

Group, or other board of governance on a local or municipal level;

“Regional Member” is a person who has joined the New Guardians and who may or may not be active in volunteering in the initiative. Members have signed a membership application and agree to be bound by this agreement. Members do not receive voting rights upon attaining membership in the Association, however they can receive information and attend meetings, where they can receive the right to vote based upon involvement. Regional Members who attend the Regional Membership meeting are able to elect a delegate to be an Executive Voting Member for 5 years.

"members' meeting" includes an annual members' meeting or a special members' meeting; "special members' meeting" includes a meeting of any class or classes of members and a special meeting of all members entitled to vote at an annual members' meeting;

“Municipal Region” means the area encompassing a Rural Municipality, County, or City of greater than 10,000 persons, which has a Coordinator appointed by the Provincial Director in accordance with the Rules of Association;

"ordinary resolution" means a resolution passed by a majority of not less than 50% plus 1 of the votes cast on that resolution;

"proposal" means a proposal submitted by a member of the Association regarding nominations or changes to this Agreement or by-laws or Rules;

“Provincial Director” means the Director appointed by the Governance Committee to oversee activities in a specific Province or as Interim Director over several Provinces who

determines the Municipal Region Boundaries, selects Coordinators, and chairs Municipal Councils;

"Rules" means the Rules of the Association or Rules of Representation which govern the Association's policies regarding the standards by which Directors, Officers, Members and Municipal Councillors are allowed to associate with the Association and the Rules by which govern the precepts by which Councillors must follow in order to maintain the support of the Association. Rules may be established by the Board by normal resolution and amended by special resolution or may be amended by a special resolution of the Executive Members; and

"special resolution" means a resolution passed by a majority of not less than two-thirds (2/3) of the votes cast on that resolution.

"spokesperson" is the official promoter and assistant to the Provincial Directors and Coordinators who reports to the Executive Director to promote the New Guardians, help with presentations to Municipal Councils and work on Councillor education, policy education, training of Facilitators and Coordinators, and Councillor Candidates;

"Staff" are the volunteers and hired people who work for the Executive Director to facilitate the work of the Directors, Coordinators, Facilitators, and Delegates in the operation of the New Guardians;

2. **Interpretation**

In the interpretation of this Agreement, words in the singular include the plural and vice-versa, words in one gender include all genders, and "person" includes an individual, body corporate, partnership, trust and unincorporated organization.

3. Execution of documents

Deeds, transfers, assignments, contracts, obligations and other instruments in writing requiring execution by the Association may be signed by any two (2) of its officers or directors upon resolution of the Board. In addition, the board may from time to time direct the manner in which and the person or persons by whom a particular document or type of document shall be executed. Any signing officer may certify a copy of any instrument, resolution, by-law or other document of the Association to be a true copy thereof.

4. Financial year end

The financial year end of the Association shall be determined by Living Streams Institute Inc. while they provide banking facility and the Board otherwise.

5. Banking arrangements

The Association is not incorporated and as such all banking shall be done through Living Streams Institute Inc. as a holder of funds and issuer of authorized payments. The banking business of the Association shall be transacted at a bank, trust company or other firm or corporation as it deems fit. The banking business or any part of it shall be directed by authorized representatives of the Board as it shall select from time to time who will direct Living Streams Institute Inc to pay or receive funds on behalf of the New Guardians board. The Board shall have the ability to change this banking facility partnership by special resolution.

6. Borrowing powers

If authorized by a resolution which is duly adopted by the Board and confirmed by ordinary resolution of the Members,

and approved by Living Streams Institute Inc. the Board may from time to time:

- a. borrow money on the credit of the Association;
- b. issue, reissue, sell, pledge or hypothecate debt obligations of the Association; and
- c. mortgage, hypothecate, pledge or otherwise create a security interest in all or any property of the Association, owned or subsequently acquired, to secure any debt obligation of the Association.

Any such Rule Provision may provide for the delegation of such powers by the directors to such officers or directors of the Association to such extent and in such manner as may be set out in the Rule Provision.

The Association may not encumber itself or Living Streams Institute Inc. or the members of either without the express permission of both the members and Living Streams Institute Inc.

This provision may not be amended by the Association or Members without the express written permission of Living Streams Institute Inc.

7. Annual financial statements

The Association may, instead of sending copies of the annual financial statements and other documents to the members, provide a notice to its members stating that the annual financial statements and documents are available at the registered office of the Association and any member may, on request, obtain a copy free of charge at the registered office or by email.

The Board shall approve or amend a budget each year prior to the annual meeting that is developed and presented by

the Executive Director in consultation with the Provincial Directors and Chair.

8. Membership conditions

There shall be two classes of members in the Association, namely, Executive Members and Regional Members. The Board of Directors of the Association may, by resolution, approve the admission of members to the Association by the recommendation of Coordinators who ensure the members meet the Rules of Association and standards set by the Board. All members will sign an application or document agreeing to be bound by this Agreement, and the Rules as set out and amended from time to time. The following conditions of membership shall apply:

Executive Members

- a. Executive Voting Membership shall be available to persons who meet the qualifications for Executive Voting Members in accordance with the standards established by the Board and set out in Addendum A and amended by the Board from time to time by ordinary resolution, and in accordance with the Rules of Association;
- b. The term of membership of an Executive Voting Member shall be annual, subject to renewal in accordance with the policies of the Association ensuring the Executive Voting Member meets the qualifications;
- c. Each Executive Voting Member is entitled to receive notice of, attend and vote at all meetings of members and each such Executive voting member shall be entitled to one (1) vote at such meetings;

- d. Executive Voting Members shall vote on any changes to the Members Agreement and may ratify or deny any such changes proposed by the Board;
- e. Executive Voting Members may by special resolution direct the Board to make changes to the Rules or Policies of the Association which the Board must follow;
- f. Executive Voting Members shall elect an At-Large Director each year from amongst the Executive voting or Regional non voting Membership who shall serve for three (3) years;
- g. The Board of Directors, Chair, Treasurer, Secretary, Coordinators, Facilitators, Spokespeople, and Delegates shall be Executive Voting Members;

Regional Members

- h. Regional non-voting membership shall be available to all citizens of Canada who have applied and have been accepted for Regional Membership in the Association in accordance with the standards set out by the Board in Rules of Association and amended from time to time by ordinary resolution of the Board.
- i. The term of membership of a Regional Member shall be annual, subject to renewal or automatic renewal in accordance with the policies or Rules of the Association as administered by the Regional Coordinator;
- j. Regional Members shall not be entitled to receive notice of, attend or vote at meetings of the Executive Voting Members of the Association;
- k. Regional Members shall be entitled to attend the Annual Municipal Region Members meeting, and all Regional Special Members meetings;
- l. Regional Members are entitled to any vote to elect a Delegate within the Municipal Region that they reside

in, as administered by the Coordinator for that Municipal Region;

- m. Regional Members may apply for any open position within the Association that they qualify for through the Executive Director;
- n. Regional Members may nominate themselves or be nominated by others for any elected position that they qualify for with the signature of a Facilitator, or Coordinator, or Delegate, and 2 other members subject to the restrictions and Rules and approval of the Board if so required.

A special resolution of the Executive Members is required to make any amendments to this section of the Agreement if those amendments affect membership rights and/or voting rights.

9. Transferring membership

A membership may only be transferred to the Association. A special resolution of the members is required to make any amendment to add, change or delete this section of the by-laws.

10. Notice of members meeting

Notice of the time and place of a meeting of Executive Voting Members shall be given to each member entitled to vote at the meeting by the following means:

- a. by mail, courier or personal delivery to each member entitled to vote at the meeting, during a period of 14 to 60 days before the day on which the meeting is to be held; or

- b. by telephonic, electronic or other communication facility to each member entitled to vote at the meeting, during a period of 7 to 35 days before the day on which the meeting is to be held, if the meeting notice is also posted to the Initiative's message board as identified in the Rules for at least 6 days prior to the meeting;

Regional Members shall be provided with notice of time and place of the annual Regional Meeting of members within the Municipal Region they reside by the Coordinator by

- c. Notice on a common public Notice Board that has been identified publicly at a prior annual meeting, for 30 days prior to the annual meeting or
- d. by two weekly notices in the newspaper of record in the Municipal Region,
- e. AND by notice on the Association website or Association's electronic media for 30 days prior to the annual meeting if such provisions are available;
- f. AND by electronic or mailed notice to each Regional Member in the Municipal Region;

Members are not entitled to notice of Board meetings, or Regional Council meetings, but these meetings shall be noticed on the Association message board or website or electronic media.

A special resolution of the Executive Members is required to make any amendment to this Agreement of the Association to change the manner of giving notice to members entitled to vote at a meeting of Executive Voting Members.

No resolution of Regional Non Voting Members is required to amend any aspect of this provision.

11. Members calling a members' meeting

The board of directors shall call a special meeting of members, on written requisition of members carrying not less than 5% of the voting rights. If the directors do not call a meeting within twenty-one (21) days of receiving the requisition, any member who signed the requisition may call the meeting.

12. Absentee voting at members' meetings

A member entitled to vote at a meeting of members may vote by means of a telephonic, electronic or other communication facility if the Association has a system that:

- a. enables the votes to be gathered in a manner that permits their subsequent verification, and
- b. permits the tallied votes to be presented to the Association without it being possible for the Association to identify how each member voted.

A special resolution of the Executive Members is required to make any amendment to the by-laws of the Association to change this method of voting by members not in attendance at a meeting of members.

13. Membership dues

Members shall be notified in writing of the membership dues, if any, at any time payable by them and, if any are not paid within one (1) calendar month of the membership

renewal date the members in default shall automatically cease to be members of the Association.

14. **Termination of membership**

A membership in the Association is terminated when:

- a. the Member dies, or, in the case of a Member that is an organization or a Association, the organization is disbanded or the Association is dissolved;
- b. a Member fails to maintain any qualifications for membership described in the section on membership conditions of this Agreement or the Rules of the Association;
- c. the Member retires or resigns by providing ten (10) days written notice of such resignation to the Secretary of the Association and satisfying any lawful liability outstanding against such Member on the books of the Association at the time of such written notice; and
- d. the Member is expelled in accordance with any section on discipline of Members of this Agreement or is otherwise terminated in accordance with the Act or Agreement.

15. **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 Association, automatically cease to exist.

16. **Discipline of members**

The board shall have authority to suspend or expel any member from the Association for any one or more of the following grounds:

- a. violating any provision of the articles, Agreements, Rules of Association or written policies of the Association including Rules of Representation;
- b. carrying out any conduct which may be detrimental to the Association as determined by the board in its sole discretion;
- c. for any other reason that the board in its sole and absolute discretion considers to be reasonable, having regard to the purpose of the Association.

In the event that the board determines that a member should be expelled or suspended from membership in the Association, the president, or such other officer as may be designated by the board, shall provide twenty (20) days notice of suspension or expulsion to the member and shall provide reasons for the proposed suspension or expulsion.

The member may make written submissions to the president, or such other officer as may be designated by the board, in response to the notice received within such twenty (20) day period. In the event that no written submissions are received by the president, the president, or such other officer as may be designated by the board, may proceed to notify the member and secretary that the member is suspended or expelled from membership in the Association.

If written submissions are received in accordance with this section, the board will consider such submissions in arriving at a final decision and shall notify the member concerning such final decision within a further twenty (20) days from the date of receipt of the submissions. The board's decision shall be final and binding on the member, without any further right of appeal.

17. Proposals at Annual Members' Meetings

Executive Voting Members may make any proposal not disallowed by this Agreement if the proposal is signed by not less than 5% of Executive Voting Members entitled to vote at the meeting at which the proposal is to be presented.

18. Cost of publishing proposals for annual members' meetings

The member who submitted the proposal shall pay the cost of including the proposal and any statement in the notice of meeting at which the proposal is to be presented unless otherwise provided by ordinary resolution of the members present at the meeting.

19. Place of members' meetings

Meetings of the members may be held at any place within Canada determined by the board or, if all of the members entitled to vote at such meeting so agree, outside Canada.

20. **Persons entitled to be present at members' meetings**

The only persons entitled to be present at a meeting of Executive Voting Members shall be those entitled to vote at the meeting, the directors and the public accountant of the Association and such other persons who are entitled or required under any provision of the Act, articles or by-laws of the Association to be present at the meeting. Any other person may be admitted only on the invitation of the chair of the meeting or by resolution of the members.

21. **Chair of members' meetings**

The Chair of the Board shall be the Chair of all Members meetings and entitled to attend. In the case of Regional Meetings the Provincial Director shall be the Vice-Chair of the meeting and shall attend in the stead of the Chair of the Board, and in the stead of the Provincial Directors the Regional Coordinator shall be the Chair of the meeting. In the event that the Regional Coordinator is absent the members who are present and entitled to vote at the meeting shall choose one of their number to chair the meeting.

22. **Quorum at members' meetings**

A quorum at any meeting of the Executive Members shall be a majority of the members entitled to vote at the meeting.

A quorum at any meeting of the Regional Members shall be at least 25% of the members within the Municipal Region.

If a quorum is present at the opening of a meeting of members, the members present may proceed with the business of the meeting even if a quorum is not present throughout the meeting.

23. Voting at members' meeting

At any meeting of members every motion shall, unless otherwise provided by this Agreement, be determined by a majority of the votes cast on the questions. In case of an equality of votes either on a show of hands or on a ballot or on the results of electronic voting, the chair of the meeting in addition to an original vote shall have a second or casting vote.

24. Participation by electronic means at members' meeting

If the Association chooses to make available a telephonic, electronic or other communication facility that permits all participants to communicate adequately with each other during a meeting of members, any person entitled to attend such meeting may participate in the meeting by means of such telephonic, electronic or other communication facility as set out by the Board. A person participating in a meeting by such means is deemed to be present at the meeting. Notwithstanding any other provision of this by-law, any person participating in a meeting of members pursuant to this section who is entitled to vote at that meeting may vote, by means of any telephonic, electronic or other communication facility that the Association has made available for that purpose.

25. Members' meeting held entirely by electronic means

If the directors or Executive voting Members of the Association call a meeting of members, those directors or members, as the case may be, may determine that the meeting shall be held entirely by means of a telephonic, electronic or other communication facility that permits all participants to communicate adequately with each other during the meeting.

26. Number of directors

The board shall be comprised of the fixed number of at-large directors as determined from time to time by the Executive Members by ordinary resolution or, if the ordinary resolution empowers the directors to determine the number, by resolution of the board.

The Board shall have 3 At-Large Directors elected by the Executive Members who shall form the Governance Committee with the Chair of the Board. At least two (2) members of the Governance Committee shall always be unassociated at-large Directors who do not receive vocational compensation from the Association or work in its activities on a day-to-day basis.

One member of the Board shall be the Chair who is selected by Living Streams Institute Inc. and serve until removed by Living Streams Institute Inc., or he/she resigns or is removed by a super majority of the Board.

The Board shall consist of at least one (1) Director from each Province where the Association is active who apply to the Governance Committee or are recruited by the Executive Director or Chair of the Board and appointed by ordinary resolution of the Governance Committee.

27. Term of office of directors

At the first election of Directors following the approval of this Agreement, one-third (1/3) of at large directors shall be elected for a three-year term, one-third (1/3) of at large directors shall be elected for a two-year term and one-third (1/3) of at large directors shall be elected for a one-year term. Thereafter, except where an election is held to fill the unexpired portion of a term, newly elected at large directors shall be elected for three-year (3) terms.

Provincial Directors shall hold their Directorship until such directorship is revoked by the Governance Committee. The Governance Committee will conduct an annual review and confidence vote of the Provincial Directors or when requested by the Chair or Executive Director or by resolution of the Executive Members. Any Provincial Director that fails the confidence vote of the Governance Committee shall be replaced by the Governance Committee.

28. Calling of meetings of board of directors

Meetings of the board may be called by the chair of the board, the vice-chair of the board or any two (2) directors at any time; provided that for the first organization meeting following founding of the Association, such meeting may be called by any director or incorporator. If the Association has only one director, that director may call and constitute a meeting.

29. **Notice of meeting of board of directors**

Notice of the time and place for the holding of a meeting of the board shall be given to every director of the Association not less than 2 days before the time when the meeting is to be held by one of the following methods:

- a. delivered personally to the latest address as shown in the last notice that was sent by the Association;
- b. mailed by prepaid ordinary mail to the director's address as set out in his/her membership records;
- c. by telephonic, electronic or other communication facility at the director's recorded address for that purpose; or
- d. by an electronic document or email.

Notice of a meeting shall not be necessary if all of the directors are present, and none objects to the holding of the meeting, or if those absent have waived notice of or have otherwise signified their consent to the holding of such meeting. Notice of an adjourned meeting is not required if the time and place of the adjourned meeting is announced at the original meeting. Unless this Agreement otherwise provides, no notice of meeting need specify the purpose or the business to be transacted at the meeting except that a notice of meeting of directors shall specify any matter regarding voting rights, directorship, or wrapping up of the association that is to be dealt with at the meeting.

30. **Regular meetings of the board of directors**

The board may appoint a day or days in any month or months for regular meetings of the board at a place and hour to be named. A copy of any resolution of the board fixing the place and time of such regular meetings of the board shall be sent to each director forthwith after being passed, but no other notice shall be required for any such regular meeting except any matter regarding voting rights, directorship, or wrapping up of the association that is to be dealt with at the meeting.

31. **Voting at meetings of the board of directors**

At all meetings of the board, every question shall be decided by a majority of the votes cast on the question. In case of an equality of votes, the chair of the meeting in addition to an original vote shall have a second or casting vote.

32. **Committees of the board of directors**

The board may from time to time appoint any committee or other advisory body, as it deems necessary or appropriate for such purposes and, with such powers as the board shall see fit. Any such committee may formulate its own rules of procedure, subject to such regulations or directions as the board may from time to time make. Any committee member may be removed by resolution of the board of directors. The Board chair shall be the ex-officio chair of every committee but shall defer in his/her absence to the vice-chair of each committee who is selected by the Board and approved by the Chair.

- a. The Board shall establish a Governance Committee whose members shall be the At-Large Directors, and Chair of the Board. The Governance Committee shall appoint the Provincial Directors upon nomination by the Executive Director or Chairman, or application by the prospective Provincial Director, and shall conduct an annual review and hold a confidence vote on each Provincial Director annually. The Governance Committee shall also make recommendations to the Board of Directors on matters of policy, membership concerns, and other matters of governance. The At Large Directors on the Governance Committee shall serve on a rotating basis for 3 years.
- b. The Board may establish a Dispute Committee in accordance with provision 40 of this agreement to mediate disputes as they see fit;
- c. The Board may also appoint other committees from time to time as they see fit;

33. Appointment of Officers

The board may designate the offices of the Association, appoint officers on an annual or more frequent basis, specify their duties and, subject to the Act, delegate to such officers the power to manage the affairs of the Association. A director may be appointed to any office of the Association. An officer may, but need not be, a director unless these by-laws otherwise provide. Two or more offices may be held by the same person.

34. **Officers of the Association**

Unless otherwise specified by the board (which may, subject to the Act modify, restrict or supplement such duties and powers), the offices of the Association, if designated and if officers are appointed, shall have the following duties and powers associated with their positions:

- a. Chair of the Board – The chair of the board, if one is to be appointed, shall be a director appointed by Living Streams Institute Inc. The chair of the board, if any, shall, when present, preside at all meetings of the board of directors and of the members. The chair shall have such other duties and powers as the board may specify, and is the ex-officio chair of all committees.
- b. Vice-Chair of the Board shall be selected by the Chair from among the Directors to serve when the chair is absent or unable to chair the meeting.
- c. President or Executive Director – If appointed, the president shall be the chief executive officer of the Association and shall be responsible for implementing the strategic plans and policies of the Association, and is the general Spokesperson of the Association. The president shall, subject to the authority of the board, have general supervision of the administrative affairs of the Association not overseen by Provincial Directors.

- d. Secretary – If appointed, the secretary or designate/deputy shall attend and be the secretary of all meetings of the board, Executive members and committees of the board. The secretary shall enter or cause to be entered in the Association's minute book, minutes of all proceedings at such meetings; the secretary shall give, or cause to be given, as and when instructed, notices to members, directors, the public accountant and members of committees; the secretary shall be the custodian of all books, papers, records, documents and other instruments belonging to the Association. If not otherwise appointed the President or Executive Director shall serve as Corporate Secretary.
- e. Treasurer – If appointed, the treasurer shall have such powers and duties as the board may specify and is an ex-officio non voting member of the Board unless the Treasurer is also a Director.

While the banking facility is with Living Streams Institute Inc. the treasurer of Living Streams Institute Inc. shall be the treasurer of the New Guardians.

- f. Controller – If appointed by the Board, the controller shall fulfill the functions of a financial manager and vice-treasurer, working under the supervision of the Treasurer but at the pleasure of the Board to provide reports, and handling of funds on behalf of the Association specifically for the Association's needs.

35. Officer vacancies

In the absence of a written agreement to the contrary, the board may remove, whether for cause or without cause, any officer of the Association. Unless so removed, an officer shall hold office until the earlier of:

- a. the officer's successor being appointed,
- b. the officer's resignation,
- c. such officer ceasing to be a director (if a necessary qualification of appointment) or
- d. such officer's death.

If the office of any officer of the Association shall be or become vacant, the directors may, by resolution, appoint a person to fill such vacancy except in for Chairman who is selected by Living Streams Institute Inc.

36. Method of giving notice

Any notice (which term includes any communication or document), other than notice of a meeting of members or a meeting of the board of directors, to be given (which term includes sent, delivered or served) pursuant to this Agreement, Rules of Association, Rules of Representation, or otherwise to a member, director, officer or member of a committee of the board or to the public accountant shall be sufficiently given:

- a. if delivered personally to the person to whom it is to be given or if delivered to such person's address as shown in the records of the Association or in the case of notice to a director to the latest address as shown in the last notice that was sent by the Association;
- b. if mailed to such person at such person's recorded address by prepaid ordinary or air mail;

- c. if sent to such person by telephonic, electronic or other communication facility at such person's recorded address for that purpose; or
- d. if provided in the form of an electronic document.

A notice so delivered shall be deemed to have been given when it is delivered personally or to the recorded address as aforesaid; a notice so mailed shall be deemed to have been given when deposited in a post office or public letter box; and a notice so sent by any means of transmitted or recorded communication shall be deemed to have been given when dispatched or delivered to the appropriate communication company or agency or its representative for dispatch.

The secretary may change or cause to be changed the recorded address of any member, director, officer, public accountant or member of a committee of the board in accordance with any information believed by the secretary to be reliable. The declaration by the secretary that notice has been given pursuant to this by-law shall be sufficient and conclusive evidence of the giving of such notice. The signature of any director or officer of the Association to any notice or other document to be given by the Association may be written, stamped, type-written or printed or partly written, stamped, type-written or printed.

37. Invalidity of any provisions of this by-law

The invalidity or unenforceability of any provision of these Agreement provisions shall not affect the validity or enforceability of the remaining provisions.

38. Omissions and errors

The accidental omission to give any notice to any member, director, officer, member of a committee of the board or public accountant, or the non-receipt of any notice by any such person where the Association has provided notice in accordance with the by-laws or any error in any notice not affecting its substance shall not invalidate any action taken at any meeting to which the notice pertained or otherwise founded on such notice.

39. Mediation and arbitration

Disputes or controversies among members, directors, officers, committee members, or volunteers of the Association are as much as possible to be resolved in accordance with mediation and/or arbitration as provided in the section on dispute resolution mechanism of this Agreement.

40. Dispute resolution mechanism

Disputes between members shall be brought by application before the Board of Directors or its designated Committee if one is so appointed that is made up of two Board members and one random member unrelated to the parties involved to be heard prior to any public announcements or legal proceedings. The Board of Directors or its designate shall confer between the two parties in an attempt to reconcile the differences. Members subject to this provision agree to communicate respectfully and as required to attempt to achieve a suitable result or reconciliation.

If no resolution is able to be found within 30 days of the commencement of the mediation, the Board of Directors or its designate shall write a report of findings and recommendations for the parties which will be made public 45 days after commencement of the mediation. Mediation may be extended in two week intervals if all parties agree. All proceedings of the mediation is to remain confidential while mediation is in process and if the parties reconcile and settle prior to the release of the report.

41. Municipal Regions

Provincial Directors shall establish Municipal Regions which cover a region comprised of:

- a. Counties, Special Areas, Rural Municipalities, Villages, Hamlets, and Towns under 10,000 people
- b. Cities or towns over 10,000 people

The Regional Council shall consist of the Provincial Director, Regional Coordinator, Facilitators, and a Regional Delegate.

Facilitators should attend the Regional Council meetings and may speak as full members of the Regional Council but do not have voting rights at the Regional Council meetings.

The Activities within the Municipal Region shall be directed and managed by the Regional Council. These activities include fund raising, campaign assistance, candidate vetting and selection, presentations to the councils and promotion. All Activities shall be coordinated throughout the Association through the Provincial Director.

Regional Members of the Association shall be the voting members of the Municipal Region and shall attend the Annual Regional Membership Meeting in accordance with this Agreement.

The Regional Delegate shall be elected by the Regional Members of the Municipal Region in accordance with this Agreement.

The Delegate and the Provincial Director shall select the Regional Coordinator from among the Regional Members.

The Regional Coordinator shall recruit Facilitators to serve alongside each Government Council and be an unpaid volunteer liaison between the New Guardians and the Council or assistant to the Candidate or Councillor/Trustee. All Facilitators shall be approved by the Delegate and Provincial Director which approval will not be unreasonably withheld.

The Regional Council members are given Executive Member status in the Association and all Regional Council Members are given the right to voting rights as Executive Members if they qualify.

All Regional Council members must comply with requirements set out in the Rules and be members of the Association.

42. Liability and Corporate Standing

The Association is an unincorporated association which does not have the protection of a corporate veil. The members and directors are individually and severally liable for the debts and liability of the Association as is common in skating clubs etc. As such the Association is independent in decisions from any other body except as is legally required in relation to the Founders.

43. Founders

This initiative was founded by Living Streams Institute Inc. (LSI) to provide leadership in achieving freedom for the citizens of Canada in the area of municipal government. LSI will provide visionary leadership to the Association while it is in development however the Association is meant to be an Initiative for all community groups and people of Canada. LSI will not exert control over the Association except to limit liability and ensure the vision is maintained during its development and maturing.

While the Association's banking relationship is through Living Streams Institute Inc. and for the first five (5) years after the signing of this agreement, Living Streams Institute Inc. will have veto power over changes to the New Guardians Member Agreement, Rules, budget, and shall appoint the Chairman of the Board. The Association shall operate legally as a Committee of LSI and be bound by such restrictions as may be required to legally ensure such position is maintained. After five years and the establishment of its own banking relationship then the rights attributed to LSI shall be transferred to the Executive Members.

44. Rules and Effective Date

Subject to this Agreement, the board of directors may, by resolution, make, amend or repeal any Rule or Agreement that regulate the activities or affairs of the Association. Any such rule, amendment or repeal shall be effective from the date of the resolution of directors until the next meeting of any committee or member where it is required to be confirmed, rejected or amended by the members of the committee or group by ordinary resolution.

If the rule, amendment or repeal is confirmed or confirmed as amended by the members it remains effective in the form in which it was confirmed.

The rule, amendment or repeal ceases to have effect if it is not submitted to the members at the next meeting of members or if it is rejected by the members at the meeting.

This section does not apply to a provision that requires a special resolution of the members according to this Agreement because such Agreement amendments or repeals are only effective when confirmed by members.

This Agreement is approved and is binding upon all the Members of the Association who affirm through signing at application, this Agreement is enacted by a resolution of the Founders as confirmed by the Chairman,

Chairman of the Association

Print Name

Date