



YOUNG PERSPECTIVES. DRIVING CHANGE

## 2020 Annual General Meeting

AGM Package

12 November 2020

Virtual Meeting

# Table of Contents

|  |           |
|--|-----------|
| <b>Agenda 2020 Annual General Meeting - 12 November 2020</b>           | <b>3</b>  |
| <b>2019 Fusion Charlottetown Annual General Meeting Minutes</b>        | <b>4</b>  |
| <b>Fusion Charlottetown Treasurer Report &amp; Financial Statement</b> | <b>6</b>  |
| <b>Fusion Charlottetown By-Law Amendments</b>                          | <b>9</b>  |
| <b>Fusion Charlottetown 2020/21 Slate of Nominees</b>                  | <b>19</b> |

## Agenda 2020 Annual General Meeting - 12 November 2020

6:00pm - 7:15 AST

Virtual - Zoom

Weblink:

- |  |                           |
|--|---------------------------|
| 1. Call to Order                           | Mathieu Arsenault, Chair  |
| 2. Confirmation and Approval of Agenda     |                           |
| 3. Territorial Acknowledgement             |                           |
| 4. Welcome from the Chair and Procedure    | Mathieu Arsenault, Chair  |
| 5. Review and Approval of Minutes 2019 AGM |                           |
| 6. Financial Report for FYE 2020           | Peter MacSwain, Treasurer |
| 7. Bylaw Amendments                        | Tom Keeler                |
| 8. Nominating Committee for the Board      | Cody Clinton              |
| 9. Resolution of the Members               |                           |
| 10. Adjournment                            | Mathieu Arsenault, Chair  |

## 2019 Fusion Charlottetown Annual General Meeting Minutes

For the Annual General Meeting of Fusion Charlottetown for the 2019-Year

**Date:** Thursday, October 30th, 2019 from 530pm-8pm

**Location:** Upstreet Brewery, Charlottetown, PE

### Agenda:

**5:30pm** – Opening of Event at Location with Brief Welcome from Chair and food mix & mingle

### **6:00pm – 6:30pm** – AGM

1. Reminder of Speakers After Official Business:
  - i. Celine LeDuc -
  - ii. Rebecca Arengurg - aspire physiotherapy|wellness
  - iii. Amila Topic - Kinetic Fitness
  - iv. Tayte Willows - Canadian Mental Health Association
2. Call to Order
  - a. Mathieu at 6:05pm
3. Welcome to Attendees
4. Review and Approval of the AGM Agenda
  - a. Move by Mathieu; seconded by John
5. 2019 Chair's Report
  - a. Delivered beautifully
6. Financial Overview (we've approved already, here is a statement of acct, mention all the progress we have made)
  - a. SGM in June already approved financials
  - b. Peter provided update
7. Thanks to Existing Board
8. Nomination Report – Nominating Committee
  - a. Motion to approve the new slate of directors; motion made by Mathieu; seconded by Emma; passes unanimously
9. Resolution to Approve Board-Proposed Slate of Directors for 2020 Year
  - i. Continuing Board Members:
    - a. Mathieu Arsenault
    - b. Cody Clinton
    - c. John Kimmel
    - d. Sarah Marie Lavers
    - e. Emma MacKenzie
    - f. Teresa Tu
    - g. Heather
    - h. Kendra Mellish
    - i. Jay Noble
    - j. Peter MacSwain
  - ii. New Board Members as per Nominating Committee:
    - a. Tom Keeler

- b. Sarah Outram
  - c. Marsha Gallant
- 10. Open Call for Nominations from the Floor for Board Membership (3x)
  - a. If applicable
  - b. Move to table the item by Mathieu; seconded by John; passed unanimously
- 11. Final Resolution, Pending Open Call for Nominations, to approve the Board of Directors for Fusion Charlottetown's 2020 Year as Proposed
- 12. Reminder for Ongoing Board Members to Meet After Speakers to Elect Officers
  - a. Mathieu motion; John second; passes unanimously
- 13. Adjournment
  - a. Mathieu motion; John second at 6:22pm

## Fusion Charlottetown Treasurer Report & Financial Statement

### Notes Pertaining to Financial Statements

#### Income Statement:

- Net benefit from Faces of Fusion 2019 was \$2,119.65 (\$4,500 - \$2,380.35)
- General donations (2020) of \$1,200 is two \$600 donations from Peake & McInnis - received on 03/09/2020 and 04/02/2019
- City of Charlottetown Grant pertains to Disco Soup event - net benefit of \$0
- Winter Love was executed outside of Fusion in 2020. As a reminder in 2019, there was a timing issue where the grants were recorded in a prior year than the expenses.
- Resulted in a surplus of \$162.95 in 2020

#### Balance Sheet:

- Prepaid Expenses 2019:
  - Peake and McInnis Insurance policy
- Accounts payable 2019:
  - John Kimmel - AGM \$396.75
  - Summer Street Creative (AGM Graphics) - \$59.80
    - Paid out in April 2019
- Accounts payable 2020:
  - Disco Soup - PEI Organic Producers screening licence
    - paid out in April 2020

As a current update on the bank situation, as of October 27, 2020:

|                          |                   |  |
|--------------------------|-------------------|--|
|                          | \$3,695.93        | Current balance                        |
| Less outstanding cheques | (\$21.74)         | Cody Clinton - Urban Beautification    |
|                          | (\$60.00)         | Emma MacKenzie - Faces gift cards      |
|                          | (\$138.00)        | Lighters Candle Company - Faces gifts  |
|                          | <u>(\$557.50)</u> | Salt & Sol - Faces food and gift cards |
|                          | <b>\$2,918.69</b> | Adjust bank balance                    |

# Fusion Charlottetown

## Comparative Balance Sheet

|                                  | As at 31/03/2019       | As at 31/03/2020       |
|----------------------------------|------------------------|------------------------|
| <b>ASSET</b>                     |                        |                        |
| <b>Current Assets</b>            |                        |                        |
| Scoita Bank Business Account     | <u>770.23</u>          | <u>2,419.97</u>        |
| Total Cash                       | 770.23                 | 2,419.97               |
| Prepaid Expenses                 | <u>2,100.00</u>        | <u>0.00</u>            |
| <b>Total Current Assets</b>      | <u>2,870.23</u>        | <u>2,419.97</u>        |
| <b>TOTAL ASSET</b>               | <u><u>2,870.23</u></u> | <u><u>2,419.97</u></u> |
| <b>LIABILITY</b>                 |                        |                        |
| <b>Current Liabilities</b>       |                        |                        |
| Accounts Payable                 | <u>763.21</u>          | <u>150.00</u>          |
| <b>Total Current Liabilities</b> | <u>763.21</u>          | <u>150.00</u>          |
| <b>TOTAL LIABILITY</b>           | <u>763.21</u>          | <u>150.00</u>          |
| <b>EQUITY</b>                    |                        |                        |
| <b>Total Owners Equity</b>       | <u>2,107.02</u>        | <u>2,269.97</u>        |
| <b>TOTAL EQUITY</b>              | <u>2,107.02</u>        | <u>2,269.97</u>        |
| <b>LIABILITIES AND EQUITY</b>    | <u><u>2,870.23</u></u> | <u><u>2,419.97</u></u> |

# Fusion Charlottetown

## Comparative Income Statement

|   | Actual<br>01/04/2018 to<br>31/03/2019 | Actual<br>01/04/2019 to<br>31/03/2020 |
|---|---------------------------------------|---------------------------------------|
| <b>REVENUE</b>                              |                                       |                                       |
| <b>Donations</b>                            |                                       |                                       |
| Donations - Faces of Fusion                 | 4,750.00                              | 4,500.00                              |
| Donations                                   | 600.00                                | 1,200.00                              |
| <b>Net Sales</b>                            | <u>5,350.00</u>                       | <u>5,700.00</u>                       |
| <b>Grants</b>                               |                                       |                                       |
| City of Charlottetown Grant                 | 0.00                                  | 2,453.28                              |
| <b>Total Other Revenue</b>                  | <u>0.00</u>                           | <u>2,453.28</u>                       |
| <b>TOTAL REVENUE</b>                        | <u>5,350.00</u>                       | <u>8,153.28</u>                       |
| <b>EXPENSE</b>                              |                                       |                                       |
| <b>General &amp; Administrative Expe...</b> |                                       |                                       |
| Events - AGM                                | 456.55                                | 413.40                                |
| Events - Faces of Fusion                    | 2,199.00                              | 2,380.35                              |
| Meeting                                     | 0.00                                  | 188.93                                |
| Events - Spring Cleanup                     | 0.00                                  | 104.48                                |
| Insurance                                   | 2,100.00                              | 2,100.00                              |
| Interest & Bank Charges                     | 31.50                                 | 36.00                                 |
| Office Supplies                             | 306.66                                | 0.00                                  |
| Events - Winter Love                        | 2,000.00                              | 0.00                                  |
| Miscellaneous Expenses                      | 196.34                                | 20.72                                 |
| Events - Urban Beautification               | 127.93                                | 193.97                                |
| Advocacy                                    | 0.00                                  | 99.00                                 |
| Events - Disco Soup                         | 0.00                                  | 2,453.48                              |
| <b>Total General &amp; Admin. Expen...</b>  | <u>7,417.98</u>                       | <u>7,990.33</u>                       |
| <b>TOTAL EXPENSE</b>                        | <u>7,417.98</u>                       | <u>7,990.33</u>                       |
| <b>NET INCOME</b>                           | <u><u>-2,067.98</u></u>               | <u><u>162.95</u></u>                  |



## Fusion Charlottetown By-Law Amendments

### **FUSION CHARLOTTETOWN INC** **BY-LAW No. 1**

A by-law relating to the conduct of the affairs of FUSION CHARLOTTETOWN INC.

BE IT ENACTED AND IT IS HEREBY ENACTED as a by-law of FUSION CHARLOTTETOWN INC. as follows:

#### **1. Name**

The name of the Corporation is **FUSION CHARLOTTETOWN INC.** ("Fusion Charlottetown")

#### **2. Definitions**

**"Committees"** shall mean a designated committee established by Fusion Charlottetown to promote certain goals in accordance with the objectives of the Corporation.

**"Board"** shall mean the Board of Directors of Fusion Charlottetown.

**"By-Laws"** shall mean the bylaws of Fusion Charlottetown as amended from time to time.

**"Executive"** shall mean the executive officers of the Board.

#### **3. Mission and Values**

3.1. Fusion Charlottetown is committed to promoting and creating opportunities that will help to shape Charlottetown and surrounding areas as Canada's most attractive place for young people to live, work and play.

3.2. In doing this, Fusion Charlottetown will be inclusive and collaborative, with a focus on pursuing positive, member-driven activities, evidence based advocacy, and empowerment of young voices within our community.

#### **4. Membership**

##### **Members**

4.1. Membership in Fusion Charlottetown is open to any approved individual who is at least 18 years of age, submits their name and contact information to the Board, and who supports the Mission and Values of Fusion Charlottetown.

4.2. The Board may establish by resolution any process by which prospective members may be put forward and approved as members of Fusion Charlottetown.

- 4.3. Membership shall be approved by a simple majority of votes cast by the Board at any Board meeting, and no person will be accepted as a member until approved in this manner.
- 4.3.1 Any member may resign their membership by delivering notice in writing to the Board. In addition, membership will automatically cease upon the death of a member, or upon the member ceasing to qualify for membership in accordance with these bylaws.
- 4.3.2 Any member may be removed from membership in Fusion Charlottetown following a resolution passed by a simple majority of votes cast by the Board at any Board meeting, and no notice to the member will be required in order for this to take effect.
- 4.3.3 The Board shall not be required to give any reason for decision regarding the expulsion of a member, and may expel any member for any reason, including conduct which, in the Board's sole opinion, is conduct unbecoming a member, or conduct prejudicial to the interests of Fusion Charlottetown.

#### **Rights and Privileges of Members**

- 4.3.4 Every member of Fusion Charlottetown will be entitled to attend any meeting of Fusion Charlottetown, and to vote at the Annual General Meeting or a Special Meeting of the membership.
- 4.3.5 Every member of Fusion Charlottetown will be entitled to stand for election to the Board or to stand for election as an Officer.

#### **4.4. Governance**

##### **Duties of the Board of Directors**

- 4.4.1 The Board will have ultimate responsibility to make decisions regarding the finances of Fusion Charlottetown, including applications for operating grants, fundraising, and expenditures, and may only delegate this authority to Committees or other groups or members by resolution of the Board.
- 4.4.2 Any member of the Board may participate in a meeting of the Board by electronic means, including teleconference, and in doing so shall be deemed to be present at the meeting.
- 4.4.3 The Board may create Committees from within the membership to carry out specific objectives in furtherance of the Mission and Values of Fusion Charlottetown.
- 4.4.4 Directors are obligated to disclose any interest in an individual or company doing business with Fusion Charlottetown and no director shall participate in a discussion or vote in respect of a proposed or existing contract or grant between Fusion Charlottetown and a company of which

a Director has a financial interest. Every director shall serve without remuneration.

### **Powers of Directors**

- 4.4.5 The management of the activities of Fusion Charlottetown shall be vested in the Board who, in addition to the powers and authorities by these bylaws or otherwise expressly conferred upon them, may exercise all such powers and do all such acts and things as may be exercised or done by Fusion Charlottetown and are not hereby or by statute expressly directed or required to be exercised or done by Fusion Charlottetown in a general meeting.
- 4.4.6 The Board shall have the power to hire or discharge such employees as may be necessary to carry on the business of Fusion Charlottetown.

### **Election and Removal of Directors**

- 4.4.7 The Board shall be comprised of a minimum of seven (7) and a maximum of thirteen (13) members, each of whom shall be elected at the Annual General Meeting.
- 4.4.8 Elections for directors will take place at the Annual General Meeting, as follows:
- 4.4.8.1. There shall be a standing committee known as the Nominating Committee, which shall be made up of a minimum of two (2) Members of the Board of Directors, selected by the Board of Directors.
- 4.4.8.2. The Nominating Committee shall nominate at least one (1) nominee for each position vacant on the Board of Directors, not less than thirty (30) days prior to the Annual Meeting. The same considerations as outlined for approval of members in these Bylaws shall be considered by the Nominating Committee in making Directors nominations.
- 4.4.8.3. The report of the Nominating Committee shall be sent to all members not less than Twenty (20) days prior to the Annual Meeting.
- 4.4.8.4. If the number of valid nominations received equals the number of Directors to be elected, each such nominee shall be elected by acclamation; otherwise, a members' vote will be held.
- 4.4.9 All Board members must be members of Fusion Charlottetown.
- 4.4.10 Any member may stand for election to the Board of Directors by submitting in writing a nomination to the Secretary of Fusion Charlottetown at least seven (7) days prior to the Annual Meeting. There shall be no nominations received from the floor at the meeting electing the Directors, and votes shall be by a show of hands, or such other method as may be determined by the Chair.

- 4.4.11 All Board members shall be nominated for a one (1) year term, and may serve a maximum of three (3) terms as a Board Member or until their successor is appointed, unless they are nominated for or in the process of completing a term as an Executive Member of the Board.
  - 4.4.12 Executive Members of the Board shall be elected from members of the Board where possible, and any Board Members who wish to serve in an executive position shall circulate an expression of interest to the Nominating Committee indicating which seat they wish to fill at least 30 days prior to the AGM. In the event two or more Board Members express an interest in the same role, the remaining Board Members, including the Nominating Committee, shall cast a vote to fill the vacant seat.
  - 4.4.13 Should any Executive seats remain unfilled 20 days prior to the AGM, the vacant seat shall be open to all Members following the process as set out in Section 5.10.
- 1.1. The position of a Director shall be vacated:
- (a) If, by notice in writing to the Board, a Director resigns as a Director;
  - (b) If the Director is found to be of unsound mind;
  - (c) If the Director is convicted of any indictable criminal offence;
  - (d) If the Director ceases to be a member of Fusion Charlottetown;
  - (e) If a Director fails to attend three consecutive meetings of the Board without cause shown satisfactory to the Board; and
  - (f) If on a vote of 50% and one of the Board Members, the Director is removed from the Board.

### **Executive Members of the Board**

- 1.2. The Executive is made up of the Past President, President, Vice-President, Secretary and Treasurer.
- 1.3. The Executive shall act upon the direction of the Board as a whole, and shall generally administer the affairs of Fusion Charlottetown.
- 1.4. Each of the Past-President, President, Vice-President, Secretary and Treasurer shall hold office for a term of one year from the date of their appointment, or until their successor is appointed.
- 1.5. The functions of the Executive are as follows:

#### Past-President

- 1.5.1. The Past-President will provide any assistance or guidance to the President that may be required.

President

- 1.5.2. The President will preside over meetings of Fusion Charlottetown and the Board, and will perform other duties as may be required in their capacity as President.
- 1.5.3. The President will be responsible for representing Fusion Charlottetown, including at meetings with third parties and at other related events.
- 1.5.4. Upon the termination of the President's term(s), the President shall serve one term as Past-President.

Vice-President

- 1.5.5. The Vice-President shall preside over meetings in the absence of the President, and will generally assist the President in the performance of their duties.
- 1.5.6. If for any reason the position of President should become vacant, the Vice-President will step in as President until the next Annual General Meeting.

Secretary

- 1.5.7. The Secretary shall be responsible for general correspondence and file organization and shall maintain an orderly system of filing correspondence.
- 1.5.8. The Secretary shall be responsible for recording minutes of the AGM and at regular or special Board meetings.
- 1.5.9. The Secretary shall be the keeper of all records of Fusion Charlottetown, in electronic and/or hard copy form, including fiscal records, minutes of meetings, and correspondence, etc.
- 1.5.10. The seal of the Association shall be in the custody of the Secretary.
- 1.5.11. Upon expiry of the term as Secretary, all records will be handed over to the incoming Secretary.

Treasurer

- 1.5.12. The Treasurer shall be responsible for the receipt and custody of all revenue of Fusion Charlottetown.
- 1.5.13. The Treasurer shall make disbursements of funds as approved by the Executive.
- 1.5.14. The Treasurer shall maintain accurate records of receipts and disbursements and report the financial situation to the Board on a regular basis.

- 1.5.15. Cheques distributed by the Treasurer shall be signed by two members of the Executive who have signing authority.

#### Vacancies

- 1.6. Any vacancy on the Board or Executive may be filled by appointment by the Board; such appointee shall hold office until the completion of their successor's term.

## **2. Meetings**

### **Annual General Meeting of the Membership**

- 2.1. An Annual General Meeting will be held within each fiscal year at such a date, time and location as determined by the Board and will replace the regular monthly Board meeting for the month in which it is held.
- 2.2. Notice of the annual general meeting of Fusion Charlottetown will be provided by the Secretary directly to the membership by ordinary mail or email at least seven (7) days in advance of the meeting date. Non-receipt of the notice by any member shall not invalidate the proceedings of any meeting.
- 2.3. Any regular member who has not withdrawn from membership, and whose membership has not been revoked or suspended, shall have the right to vote at any meeting of Fusion Charlottetown at which he or she is personally present. No proxy votes shall be permitted.

### **Quorum at an Annual General Meeting**

- 2.4. Business may be transacted at any general meeting of Fusion Charlottetown after giving notice of the meeting as set out herein, and the members present constitute a quorum, which shall be 50% plus one in number of the members present at the commencement of the business of the general meeting.

### **Special Meetings of the Membership**

- 2.5. A special meeting may be convened at any time by the Executive or the Board.
- 2.6. Notification to members of a special meeting shall be in the form as set out herein for the Annual General Meeting.
- 2.7. Notification shall specify the business for which the meeting shall have been convened and no other business shall be transacted at such meeting.
- 2.8. Unless otherwise stated, the procedure, quorum and voting rights of an annual general meeting apply to a special meeting of the membership.

### **Board of Directors Meetings**

- 2.9. Meetings of Board will be held on approximately a monthly basis, at a date, time and location as determined by the Board, in their sole discretion. The meetings of

the Board will be open to all members of Fusion Charlottetown, with the exception of any *in camera* portion of the Board meeting.

- 2.10. At the discretion of the Board, any monthly meeting can be cancelled or postponed; however, there must be at least 8 regular monthly meetings per year.
- 2.11. The President or in the absence of the President, the Vice-President, or in the absence of both of them, any director appointed from among those directors present shall preside as Chair at the meetings of the Board.
- 2.12. A number equal to one-half plus one of all Directors shall constitute a quorum at all meetings of the Directors.
  - 2.12.1. All voting will be carried by a simple majority of those voting, with each director having one (1) vote.
  - 2.12.2. In the event of a tie vote, the chairperson will cast the deciding vote.

### **Executive Meetings**

- 2.13. Executive Meetings shall be called as needed at the discretion of the President and shall follow the form and procedure of a Board of Directors meeting, except where otherwise noted.
- 2.14. The Executive may hold a closed meeting where a majority of the Executive agrees.
- 2.15. A quorum needed for an Executive Meeting is three (3) Executive members present at the beginning of the meeting and for any vote taken thereafter.

## **3. Financial**

- 3.1. The fiscal year of Fusion Charlottetown begins on April 1 and ends on March 31 of each year.

### **Books and Accounts**

- 3.2. The Treasurer shall keep accurate records of all transactions. Such records shall be retained, sorted by fiscal year, for a minimum of 10 years.
- 3.3. The Treasurer shall report the state of the finances to the Board at each meeting of the Board.
- 3.4. At the end of each fiscal year, the Treasurer shall hand over all records to the Secretary for safe keeping.

### **Revenues**

- 3.5. **Membership Dues** - The establishment, collection, and amount of the dues are at the discretion of the Board.

- 3.6. **Bank Account** - The Treasurer shall deposit all funds belonging to Fusion Charlottetown in a bank account established for this purpose, and as authorized by the Board.
- 3.7. **Fund Raising** - Throughout the fiscal year, Fusion Charlottetown may undertake such fundraising activities from time to time. The monies derived from these activities shall be used for the general operation of Fusion Charlottetown and to further its objectives.
- 3.8. **Donations** - any donations given to Fusion Charlottetown shall be deposited in the account and used for general purposes of Fusion Charlottetown.
- 3.9. **Grants** - the Board is authorized to apply for any grants that are available, and shall deposit any funds from grants into the Fusion Charlottetown bank account.
- 3.10. **Expenditures** by the Board must be kept within budget limits as established by the Board.
- 3.11. **Signing Authority** - Three officers, the president, secretary and treasurer, will have signing authority for Fusion Charlottetown's cheques. Any cheques written will require two signatures.

#### **4. Audit**

- 4.1. A full financial audit will only be necessary at the request of the Board and/or a financial institution, and/or the Canada Revenue Agency.
- 4.2. The Board shall appoint a third party person to review the financial matters of Fusion Charlottetown, to serve until the next annual meeting of Fusion Charlottetown. The Treasurer shall meet prior to each annual meeting with this person and review the financial accounts of Fusion Charlottetown. The third party person shall prepare a financial report for presentation to the membership of Fusion Charlottetown at its annual meeting verifying the accounts of Fusion Charlottetown as presented to the meeting.
- 4.3. The books of Fusion Charlottetown may be examined by any member upon reasonable notice and arranging a time satisfactory to the Officer(s) having charge of the books.

#### **5. Indemnification and Protection of Directors**

- 5.1. Every Director of Fusion Charlottetown, including their heirs, executors, and administrators and estate and effects, shall be indemnified and saved harmless out of the funds of the Corporation from and against all costs, charges and expenses which he or she shall or may sustain or incur in any action or proceeding which is brought or prosecuted against him or her for or in respect to any act, deed, matter or thing made, done or permitted by him or her in or about the execution of the duties of his or her office, and also from and against all other costs, charges and expenses which he or she may sustain or incur in or about or in relation to the affairs thereof, except such costs, charges and expenses as are occasioned by his or her own willful neglect or default.



- 5.2. No Director or Officer shall be liable for the acts, receipts, neglects or defaults of any other Director, Officer or employee or for joining in any receipt or act for the conformity or for any loss, damage or expense happening to Fusion Charlottetown through the insufficiency or deficiency of title to any property acquired by order of the Directors for or on behalf of Fusion Charlottetown or for the insufficiency or deficiency of any security in or upon which any of the monies of or belonging to the Corporation shall be placed out or invested or for any loss or damage arising from the bankruptcy, insolvency, or wrongful act of any person, firm or corporation with whom any monies, securities or effects shall be lodged or deposited or for any loss occasioned by an oversight or error in judgment on his part or for any loss, damage or misfortune which may happen in the exercise of his respective duties or trust or relation thereto unless the same shall happen by his own or through his own willful act or default. Directors may rely upon the accuracy of any statement or report prepared by Fusion Charlottetown's auditors and shall not be responsible or held liable for any loss or damage resulting from acting upon such statement or report.

## **6. Dissolution**

- 6.1. Fusion Charlottetown may be dissolved only with the assent given in writing and signed by the Members entitled to cast two-thirds (2/3) of the votes. Written notice of a proposal to dissolve setting forth the reasons therefore and the disposition to be made of the assets shall be mailed to every Member at least ninety (90) days in advance of any action taken.
- 6.2. Upon the dissolution of Fusion Charlottetown and after the payment of all debts and liabilities, any unused funds that were given to Fusion Charlottetown on condition of use within the fiscal year shall be returned to source.

## **7. Repeal or Amendment of By-Laws**

- 7.1. Any By-Law may be repealed or amended by a By-Law passed by a majority of not less than seventy-five percent (75%) of the Directors entitled to vote as are present in person at a meeting of which due notice in writing specifying the intention to propose the repeal or amendment of the By-Law has been duly given, or by a 75% majority membership vote at a general meeting called for that purpose for which due notice has been given, provided always that the bylaws and any alteration or appeal thereof shall only continue in force until the next annual meeting of Fusion Charlottetown, unless the same are approved by a majority vote at such annual meeting.

**8. Interpretation and Conflicts**

- 8.1. The headings used throughout the bylaws are inserted for reference purposes only and are not to be considered part of these bylaws, not to be considered in construing the terms and provisions of these bylaws, or to be deemed in any way to clarify, modify or explain the effect of such terms or provisions.
- 8.2. To the extent of any conflict between the provisions of the bylaws or the provisions of the Letters Patent of Fusion Charlottetown, the Letters Patent shall govern.
- 8.3. The invalidity or unenforceability of any provision of the bylaws shall not affect the validity or enforceability of the remaining provision of the bylaws.

**9. Head Office**

- 9.1. The head office of Fusion Charlottetown shall be in the City of Charlottetown, in the Province of Prince Edward Island.

ADOPTED AND PASSED this \_\_\_th day of \_\_\_\_\_, 2020.

SIGNED, SEALED and DELIVERED  
in the presence of:

Witness

## Fusion Charlottetown 2020/21 Slate of Nominees

### MEMORANDUM

TO: Fusion Charlottetown

FROM: Nominations Committee

DATE: October 13, 2020

RE: Board Nominations – 2020/2021

---

The Nominations Committee met on Saturday, October 10th, and approved the nominations of the following candidates for the Board of Fusion Charlottetown for approval at the Fusion Charlottetown AGM.

1. Jeffery Yirenki
2. Amanda Beaton
3. Rebecca Sly
4. Chavez Edgecombe
5. Ryan English
6. Charlotte Nicholson

We would like to thank all of the applicants for the Fusion Charlottetown board, and in particular to thank all current board members for their assistance in encouraging applications to the board.