

Board Governance, Code of Conduct & Conflict of Interest Agreement

Organization: Mississagua-Gold Lake Cottagers' Road Group (MGLCRG)

Applicability: All Sitting Directors, Officers, and Appointed Committee Members

Reference: MGLCRG By-laws, Section 7 (Schedule "E")

Preamble

As a Director, Officer or Appointed Committee Member of the Mississagua-Gold Lake Cottagers' Road Group ("MGLCRG"), I recognize that I hold a position of trust and fiduciary responsibility to the corporation and its property members. To protect the legal, operational, and privacy interests of MGLCRG, its members, and its volunteer leadership, I agree to adhere to the terms of this Confidentiality Agreement & Code of Conduct.

1. Statutory Duty & Standard of Care

Pursuant to the Ontario Not-for-Profit Corporations Act (ONCA), I acknowledge my legal obligation to:

- a. Act honestly and in good faith with a view to the best interests of MGLCRG.
- b. Exercise the care, diligence, and skill that a reasonably prudent person would exercise in comparable circumstances.
- c. Place the interests of the corporation as a whole above any personal, road or spur-specific, or property-specific interests.

2. Confidentiality and Conflict of Interest (By-law Section 7) Obligations

2.1 Definition & Disclosure (By-law 7.01)

A conflict of interest means any actual, potential, or perceived inconsistency between the personal or business interest (monetary or non-monetary) of a member of the Board or his or her immediate family and the member's obligation to act in the interests of the Road Group.

A Director who is in any way directly or indirectly interested in a contract or transaction, or proposed contract or transaction, with the Corporation shall make the disclosure required by the Act. Except as provided by the Act, no such Director shall attend any part of a meeting of Directors or vote on any resolution to approve any such contract or transaction.

Each Director must annually sign the Corporation's Conflict of Interest Agreement which can be found in Schedule "E."

2.2 Prohibited Acts (By-law 7.02)

A member of the Board shall not:

- a. Use information obtained as a result of their position as a Director for personal benefit;
- b. Divulge confidential information obtained as a result of their position as a Director unless legally required to do so;
- c. Participate in a discussion or a decision on a matter under consideration by the Board where the member declared or has been found to have a conflict of interest respecting the matter; or
- d. Bid on or be eligible for a contract for services to the Corporation while a Director.

2.3 Reporting a Conflict of Interest (By-law 7.03)

A Director who has a conflict of interest in a matter under consideration by the Board shall declare such conflict of interest to the Board Chair at the earliest opportunity, prior to the discussion on the issue by the Board.

2.4 Undeclared Conflict of Interest (By-law 7.04)

If a Director fails to declare a conflict of interest and another Director believes the first Director has or may have a conflict of interest with respect to the matter under consideration by the Board, they shall report the nature of the conflict to the Board at the first opportunity. The Board shall consider the matter and may obtain legal advice on the issue.

3. Confidentiality & Privacy Protection

In addition to By-law 7.02(b), I explicitly agree to hold in strict confidence:

- a. Member Financial Records: All information regarding specific member account balances, arrears, payment histories, fee arrangements, or "Not in Good Standing" statuses.
- b. Notice Regarding Audio/Video Recording of Board Meetings
 - To foster open, transparent, and candid discussion during Board meetings, and to ensure full compliance with privacy best practices:
 - General Prohibition: No Board Member, Officer, or attendee may record (via audio, video, screen capture, or electronic device) any portion of a Board of Directors meeting.

- Secretary Authorization: The Board Secretary is the sole individual authorized to record meetings. Any such recording is made strictly for the purpose of ensuring accuracy when drafting the official meeting minutes.
- Retention & Destruction Policy: All audio or video recordings created by the Secretary are temporary working files. The Secretary must permanently delete and destroy all meeting recordings within 45 calendar days of the meeting date (or immediately following the formal Board approval of the corresponding minutes, whichever occurs first).
- c. In-Camera, Off-Camera & Executive Discussions: All discussions, deliberations, legal advice, contract negotiations, personnel matters, or member disputes held during closed-door Board sessions.
- d. Personal Data Protection: All personal contact details (email addresses, phone numbers, mailing addresses) of MGLCRG property members. Such data shall be used solely for official MGLCRG communications and never exported, shared, or used for personal or political purposes.
- e. Draft Documents: Unreleased board reports, draft financial budgets, or preliminary surveys until formally approved for distribution by the Board.

3. Public Communications & Spokesperson Authority

- a. I acknowledge that individual Board members hold no independent authority to speak on behalf of the Board or MGLCRG to members, contractors, legal counsel, or external agencies unless explicitly designated to do so by a resolution of the Board or the Board Chair.
- b. I agree that Board decisions, once made by majority vote, represent the unified position of the Corporation. While internal debate is encouraged during Board meetings, I will respect and support final decisions of the Board publicly.

4. Ownership of Information, Materials & Digital Assets

- a. Sole Ownership: I acknowledge that all work product, data, reports, databases, member lists, electronic spreadsheets, email accounts, domain names, website administrative credentials, software licenses, social media accounts, cloud storage platforms (e.g., Google Drive, Election Runner), and physical assets created, managed, or acquired during my tenure belong exclusively to MGLCRG.
- b. No Retention or Withholding: I explicitly agree that I have no personal property rights in any MGLCRG materials or digital assets. Under no circumstances will I withhold, lock, delete, alter, or refuse to surrender corporate administrative access, passwords, financial ledgers, or files.
- c. Surrender & Transition: Upon the expiration, resignation, or termination of my term as a Director or Officer, or immediately upon written request by the Board, I agree to promptly transfer all administrative control, master passwords, keys, physical tools, and digital files to the designated Officer of MGLCRG and permanently delete any local personal copies containing confidential member data.

5. Conflicts of Interest

- a. I will immediately declare any direct or indirect personal, financial, or property interest in any contract, transaction, or matter being considered by the Board.
- b. Upon declaring a conflict of interest, I will recuse myself from all board discussions and refrain from voting on the specific matter.

6. Decorum & Meeting Conduct

- a. I agree to conduct myself with professional decorum during all Board and General Meetings, treating fellow Directors, officers, committee members, and property members with respect.
- b. I recognize that persistent verbal abuse, personal attacks, or disruptive behavior are out of order and grounds for censure, removal from a meeting, or loss of officer appointments.

7. Term & Survival of Obligation

I understand that my duty of confidentiality and corporate asset surrender obligations begin immediately upon my execution of this document and survive the conclusion of my term as a Director or Officer.

Acknowledgment & Execution

I have read, understood, and agree to abide by the MGLCRG Board Confidentiality Agreement & Code of Conduct. I acknowledge that a breach of this agreement may result in the stripping of Officer duties, restriction of access to confidential records, or formal action under MGLCRG By-laws and ONCA.

Printed Name: _____

Board / Officer Role: _____

Signature: _____

Date: _____

Schedule “E”

I, as listed below, a Director/Officer of the Mississagua-Gold Lake Cottagers’ Road Group, declare that, in carrying out my duties as a Director/Officer, I will:

- a. Exercise the powers of my office and fulfill my responsibilities in good faith and in the best interests of the Corporation.
- b. Exercise these responsibilities, at all times, with due diligence, care and skill in a reasonable and prudent manner.
- c. Respect and support the letter and the spirit of the Corporation’s By-law, policies, Code of Conduct, and decisions of the Board and membership.
- d. Keep confidential all information that I learn about Members, service providers and Directors and any other matters of confidence including matters dealt with during in-camera meetings of the Board, both while a Member of the Board and after service has concluded.
- e. Conduct myself in a spirit of collegiality and respect for the collective decisions of the Board and subordinate my personal interest to the best interests of the Corporation.
- f. Immediately declare any personal conflict of interest that may come to my attention.
- g. Immediately resign my position as Director of the Corporation in the event that I, or my colleagues on the Board, have concluded that I have breached my “Oath of Office.”