

CODIFIED up to and including Bylaw No. 7 of the Corporation as enacted by the Directors and confirmed by the Members of the Corporation as of September 14, 2011.

## **BYLAW NO. 1**

**A Bylaw relating generally to the transaction of the  
business and affairs of**

**Saskatoon Airport Authority**

## Table of Contents

Section	Page Number
<b>Article 1 - Interpretation</b> .....	1
1.1 Meanings.....	1
1.2 Terms.....	3
1.3 Interpretation.....	3
<b>Article 2 - Head Office</b> .....	3
2.1 Location .....	3
<b>Article 3 - Seal</b> .....	3
3.1 Impression.....	3
<b>Article 4 - Membership</b> .....	3
4.1 Membership .....	3
4.2 Qualifications.....	4
4.3 Nominators.....	5
4.4 Nomination of Members .....	6
4.5 Replacement of First Members .....	7
4.6 Additional Members .....	7
4.7 Appointment of Subsequent Members.....	8
4.8 Terms of Members .....	9
4.9 Transfer of Membership.....	9
4.10 Termination of Membership .....	9
4.11 Removal of Member .....	10
4.12 Membership Dues .....	10
4.13 Non-Liability of Nominators .....	11
<b>Article 5 - Election/Appointment of Board</b> .....	11
5.1 Ex Officio Board.....	11
5.2 Size of the Board.....	11
5.3 Directors.....	11
<b>Article 6 - Board of Directors</b> .....	11
6.1 Powers of the Board.....	11
6.2 Quorum and Meetings.....	12
6.3 Errors and Notice .....	13
6.4 Voting.....	14
6.5 Resolution in Writing .....	14
6.6 Indemnities to Directors and Others .....	14
6.7 Contracts of Indemnity .....	15
6.8 Insurance.....	15

6.9	Protection of Directors and Officers .....	15
6.10	Responsibilities for Acts .....	16
6.11	Remuneration of Directors.....	16
6.12	Conflict of Interest and Code of Conduct .....	16
6.13	Report of the Board.....	17
<b>Article 7 - Officers of the Corporation.....</b>		<b>17</b>
7.1	Officers .....	17
7.2	Chairman of the Board.....	18
7.3	President.....	18
7.4	Vice-President.....	18
7.5	Secretary .....	19
7.6	Treasurer .....	19
7.7	Other Officers .....	20
<b>Article 8 - Committees .....</b>		<b>20</b>
8.1	Executive Committee.....	20
8.2	Nominating Committee.....	22
8.3	Community Consultative Committee .....	23
<b>Article 9 - Members' Meetings .....</b>		<b>23</b>
9.1	Annual Meeting .....	23
9.2	General Meeting .....	24
9.3	Notice of Meetings.....	24
9.4	Error of Omission in Notice.....	24
9.5	Quorum .....	24
9.6	Voting by Members.....	25
9.7	Proxies .....	25
9.8	Show of Hands.....	25
9.9	Chairman.....	26
9.10	Adjournments.....	26
9.11	Polls .....	26
9.12	Liability of Members .....	26
9.13	Resolution in Writing.....	26
<b>Article 10 - Financial Year .....</b>		<b>27</b>
10.1	Financial Year .....	27
<b>Article 11 - Execution of Documents .....</b>		<b>27</b>
11.1	Cheques, Drafts, Notes, etc.....	27
11.2	Execution of Documents.....	27
11.3	Securities.....	27
11.4	Power of Board .....	28
<b>Article 12 - Books and Records, Audit and Accounting .....</b>		<b>28</b>

12.1 Books and Records .....	28
12.2 Inspection.....	28
12.3 Financial Statements .....	28
12.4 Auditor .....	28
12.5 Independent Auditor .....	29
<b>Article 13 - Banking Arrangements .....</b>	<b>29</b>
13.1 Banking.....	29
13.2 Deposit of Securities.....	29
<b>Article 14 - Borrowing by the Corporation .....</b>	<b>30</b>
14.1 Borrowing .....	30
14.2 Authorization .....	30
14.3 Deeming Provision.....	31
<b>Article 15 - Notice .....</b>	<b>31</b>
15.1 Computation of Time .....	31
15.2 Omissions and Errors.....	31
<b>Article 16 - Bylaws and Amendments, etc. ....</b>	<b>31</b>
16.1 Enactment/Repeal Amendment.....	31
<b>Article 17 - Miscellaneous Matters.....</b>	<b>32</b>
17.1 Annual Report.....	32
17.2 Public Meetings .....	33
17.3 Public Tenders.....	33
17.4 Meetings between the Corporation and the Nominators .....	34
17.5 Non-Arm's Length Transactions .....	34
17.6 Public Notice of Changes in User Charges.....	35
17.7 Public Access to Documents.....	35
17.8 Performance Review .....	36
17.9 Bylaw No. 1 .....	37

# BYLAW NO. 1

A Bylaw relating generally to the transaction of the  
business and affairs of

## Saskatoon Airport Authority

### Article 1 Interpretation

#### 1.1 Meanings

In this Bylaw and all other Bylaws and resolutions of the Corporation unless the context otherwise requires:

"**Act**" means the *Canada Corporations Act*, R.S.C. 1970, c. C-32, as amended from time to time, and any statute enacted in substitution therefor from time to time;

"**Airport Properties**" means the properties comprising the John G. Diefenbaker Airport leased to the Corporation by Her Majesty The Queen in Right of Canada, and all or part of any other property or properties of any other airport or airports in the Province of Saskatchewan and any properties adjacent thereto which the Corporation takes charge of or acquires;

"**Authorized Representative**" means the person entitled to act on behalf of and represent a Nominator and who is described in Section 4.3;

"**Board**" means the Board of Directors of the Corporation;

"**Bylaw**" or "**Bylaws**" means this Bylaw and all other bylaws of the Corporation from time to time in force and effect;

"**Chairman**" means the chairman of a meeting of the Board, the Members or a committee of the Corporation, as the case may be;

"**Chairman of the Board**" means the chairman of the Board of the Corporation;

"**Claims**" means claims, losses, damages (direct, indirect, consequential or otherwise), suits, judgements, causes of action, legal proceedings, executions, demands, penalties or other sanctions of every nature and kind whatsoever, whether accrued, actual, contingent or otherwise and any and all costs arising in connection therewith, including, without

limitation, legal fees and disbursements on a solicitor and his own client basis (including, without limitation, all such legal fees and disbursements in connection with any and all appeals);

"**Corporation**" means Saskatoon Airport Authority;

"**Director**" means a director of the Corporation;

"**Documents**" includes deeds, mortgages, leases, sub-leases, easements, licenses, hypothec, 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, conveyance, transfers and assignments of shares, bonds, debentures or other securities and all paper writings;

"**Executive Committee**" means the committee described in Article 8;

"**First Directors**" means the persons named in the Letters Patent as the applicants;

"**First Members**" means the First Directors;

"**Letters Patent**" means the Letters Patent of the Corporation, as same may be amended from time to time by the issuance of supplementary letters patent;

"**Member**" means a member of the Corporation, and "**Members**" shall have a corresponding meaning;

"**Minister**" means the Minister of Transport for Canada;

"**Nominator**" or "**Nominators**" means those entities described in Section 4.3(1), together with any other entities who have become Nominators in accordance with Sections 4.3(2) or 4.3(3);

"**Nominees**" means the persons nominated by the Nominators from time to time in accordance with Article 4, and "**Nominee**" shall have a corresponding meaning;

"**President**" means the president of the Corporation;

"**Secretary**" means the secretary of the Corporation;

"**Treasurer**" means the treasurer of the Corporation; and

"**Vice-President**" means a vice-president of the Corporation.

## 1.2 Terms

All terms defined in the *Act*, except the term "Minister", have the same meanings in this Bylaw and all other Bylaws and resolutions of the Corporation.

## 1.3 Interpretation

In this Bylaw and in all other Bylaws of the Corporation, unless the context otherwise requires, words importing the singular number or the masculine gender shall include the plural number or the neuter and feminine gender, as the case may be, and vice versa, and references to persons shall include firms and corporations.

## Article 2 Head Office

### 2.1 Location

The head office of the Corporation shall be situate in the location set out in the Letters Patent and at such address within such location as may be determined by the Board from time to time.

## Article 3 Seal

### 3.1 Impression

The seal, an impression of which shall be stamped on a certificate of the Secretary immediately following the issuance of the Letters Patent shall be the seal of the Corporation.

## Article 4 Membership

### 4.1 Membership

- (1) Membership in the Corporation shall consist of the First Members and Members. Each person admitted as a Member shall be promptly informed of his or her admission as a Member.

- (2) Members are those persons appointed as Members in accordance with Sections 4.5(1), 4.6, 4.7 and 4.10, as the case may be. Each Member shall be entitled to one vote at all meetings of Members and shall have identical rights and obligations.

## 4.2 Qualifications

- (1) Each Member shall:
  - (a) be at least 18 years of age;
  - (b) be a Canadian citizen;
  - (c) be a resident of the Province of Saskatchewan; and,
  - (d) have consented to his or her becoming a Member.
- (2) In addition to the qualifications set forth in Section 4.2(1), and notwithstanding any nomination by a Nominator to the contrary, no Member shall:
  - (a) be a corporation, firm or legal entity other than a natural person;
  - (b) be a person who has the legal status of a bankrupt or is insolvent;
  - (c) be a person who is found by a court to be a mentally incompetent person or of unsound mind;
  - (d) be a person holding federal, provincial or municipal elected office;
  - (e) be a person employed by or providing services on a full-time basis under contract to any federal, provincial or municipal government, department or agency, or by any corporation owned by Her Majesty the Queen in Right of Canada or Her Majesty the Queen in Right of any province of Canada;
  - (f) be a person who has been convicted of a criminal offense relating to the employment of that person; and,
  - (g) be a person who has not met the conflict of interest and other requirements set forth in Section 6.12 of this Bylaw.

## 4.3 Nominators

(1) The following entities are the Nominators referred to in this Bylaw, and have consented to act as Nominators in the manner contemplated by this Bylaw:

- (a) Her Majesty the Queen in Right of Canada  
Tower C, Place de Ville  
330 Sparks Street  
Ottawa, ON K1A 0N5

Authorized Representative: Minister of Transport for Canada

- (b) The City of Saskatoon  
City Hall  
222 Third Avenue North  
Saskatoon, SK S7K 0J5

Authorized Representative: The Mayor

- (c) The Rural Municipality of Corman Park No. 344  
111 Pinehouse Drive  
Saskatoon, SK S7K 5W1

Authorized Representative: The Reeve

- (d) The Greater Saskatoon Chamber of Commerce  
104 – 202 4<sup>th</sup> Avenue North  
Saskatoon, SK S7K 0K1

Authorized Representative: President

- (e) The Saskatoon Airport Authority  
John G. Diefenbaker Airport  
Suite 1, 2625 Airport Drive  
Saskatoon, SK S7L 7L1

Authorized Representative: Chair of the Board.

- (2) Her Majesty the Queen in Right of the Province of Saskatchewan shall, at its sole option, have the right to become a Nominator of the Corporation. Such option may be exercised by providing the Secretary with sixty (60) days' written notice to this effect, and upon the expiration of such notice period Her Majesty the Queen in Right of the Province of Saskatchewan shall be a Nominator of the Corporation, and the Minister of Highways and Transportation for the Province of Saskatchewan shall be the Authorized Representative of such Nominator.
- (3) Except as is provided in Section 4.3(2), additional entities may only be added as Nominators upon:
  - (a) the unanimous approval of the Board;
  - (b) the written approval of the Minister; and,
  - (c) the entity providing its written consent to its becoming a Nominator.
- (4) Any Nominator may be removed with the unanimous approval of the Board and with the prior written approval of the Minister.

#### **4.4 Nomination of Members**

The Nominators referred to in Section 4.3(1) hereof, through their respective Authorized Representatives, shall nominate Nominees to be Members as follows:

- (a) Her Majesty the Queen in Right of Canada may nominate two (2) Nominees to be Members;
- (b) The City of Saskatoon shall nominate three (3) Nominees to be Members, of which number:
  - (i) one (1) Nominee brings to the Board the perspective of a consumer of the services of the airport;
- (c) The Rural Municipality of Corman Park No. 344 shall nominate one (1) Nominee to be a Member;
- d) The Greater Saskatoon Chamber of Commerce shall nominate three (3) Nominees to be Members, of which number:
  - (i) at least one (1) Nominee shall be from the business community in the greater Saskatoon area; and

- (e) the Saskatoon Airport Authority shall nominate two (2) Nominees to be Members.

#### 4.5 Replacement of First Members

- (1) Upon all of the Nominators providing the First Members with:
  - (a) the names of all of their respective Nominees in accordance with Section 4.4; and,
  - (b) consents from all of their respective Nominees in which each Nominee consents to becoming a Member;

such Nominees shall, subject to (i) meeting the qualifications of a Member set forth in Section 4.2, and, (ii) meeting the conflict of interest and other requirements set forth in Section 6.12, and, (iii) meeting any applicable additional qualifications set forth in Sections 4.4(b) and 4.4(e), be forthwith appointed as Members by the First Members. All of those First Members who were not so nominated and appointed shall be deemed to have resigned as Members and Directors as of the date of such appointments.

- (2) For greater certainty, the First Members shall be the sole Members of the Corporation until replaced in accordance with the foregoing provisions of this Section 4.5.

#### 4.6 Additional Members

- (1) During any period in which Her Majesty the Queen in Right of Canada subsidizes the Corporation, it shall be entitled to nominate a third Nominee to be a Member by providing the Secretary with the name of the Nominee and a consent from such Nominee in which the Nominee consents to becoming a Member. The Members shall appoint such Nominee a Member within fifteen (15) days of the Secretary receiving the Nominee's name and consent provided that such Nominee (i) meets the qualifications of a Member set forth in Section 4.2, and, (ii) meets the conflict of interest and other requirements set forth in Section 6.12. For the purposes of this Section 4.6(1), "subsidize" shall have the meaning provided in the ground lease to be entered into between the Corporation and Her Majesty the Queen in Right of Canada respecting the Airport Properties.
- (2) In the event that Her Majesty the Queen in Right of the Province of Saskatchewan becomes a Nominator in accordance with Section 4.3(2), it may nominate one (1) Nominee to be a Member by providing the Secretary with the name of the Nominee and a consent from such Nominee in which the Nominee

consents to becoming a Member. The Members shall appoint such Nominee a Member within fifteen (15) days of the Secretary receiving the Nominee's name and consent provided that such Nominee (i) meets the qualifications of a Member set forth in Section 4.2, and, (ii) meets the conflict of interest and other requirements set forth in Section 6.12, and, (iii) possesses the additional qualification of being a representative of the satellite communities served by the John G. Diefenbaker Airport.

#### 4.7 Appointment of Subsequent Members

- (1) At least 60 days prior to the expiration of the term of membership of a Nominator's Member (in this Section called the 'Existing Member'), the Secretary shall solicit a Nominee from the Nominator who originally nominated the Existing Member to replace the Existing Member (which Nominee may be the Existing Member). If the Existing Member had an additional qualification referred to in Sections 4.4(b) or 4.6(2), then the Nominee to be selected by the Nominator to replace such Existing Member must be qualified in the same manner. If the Existing Member was nominated pursuant to Section 4.4(e) and after such Existing Member's term of membership there will be no other Member recognized by the Board as having such a qualification, then the person who replaces such Existing Member must be representative of organized labour and be recognized by the Board as having such a qualification. The Nominator shall provide the Secretary with the name of its Nominee and consent from the Nominee in which the Nominee consents to becoming a Member at least 15 days prior to the expiration of the term of membership of the Existing Member. The Members shall appoint each Nominee so nominated by the Nominator who (i) meets the qualifications of a Member set forth in Section 4.2, and, where applicable, the additional qualifications referred to in Sections 4.4(b), 4.4(e) and 4.6(2), and, (ii) meets the conflict of interest and other requirements set forth in Section 6.12, such appointment to be effective upon the expiration of the Existing Member's term of membership. Notwithstanding the foregoing and subject to Section 4.8(2), no person may serve as a Member for more than nine (9) years.
- (2) If a Nominator (in this Section called the "defaulting Nominator" has not advised the Secretary of its Nominee at least 15 days prior to the expiration of the term of membership of its Existing Member, the Board may proceed to select the Nominee for the Defaulting Nominator on the Defaulting Nominator's behalf and the Secretary shall advise the Defaulting Nominator in writing of the name of the person so selected, if any. Each such Nominee shall (i) meet the qualifications of a Member set forth in Section 4.2, and, where applicable, the additional qualifications referred to in Sections 4.4(b), 4.4(e) and 4.6(2), and, (ii) meet the conflict of interest and other requirements set forth in Section 6.12, and, (iii) provide his or her consent to be a Member.

The person so selected by the Board shall be appointed by the Members as a Member effective upon the expiration of the Existing Member's term of membership, unless prior to such time the Defaulting Nominator advises the Secretary of a different Nominee, in which case such different Nominee shall be the Defaulting Nominator's Nominee for the purpose of Section 4.7(1). If neither the Defaulting Nominator nor the Board nominate or select, as the case may be, the Defaulting Nominator's Nominee, the Existing Member shall be deemed to be the Defaulting Nominator's Nominee for the purpose of Section 4.7(1). Notwithstanding the foregoing and subject to Section 4.8(2), no person may serve as a Member for more than nine (9) years."

#### **4.8 Terms of Members**

- (1) All Members shall be nominated and appointed for a term as determined by the Board not to exceed three (3) years.
- (2) No person may serve as a Member for more than a total period of nine years from and after January 1, 1999, whether in a single continuous period of nine years, or in multiple discontinuous periods aggregating nine years. For greater certainty, any period of time during which a Member served as a Member prior to January 1, 1999 shall not be counted in calculating that Member's length of service as a member.

#### **4.9 Transfer of Membership**

A membership in the Corporation is not transferable.

#### **4.10 Termination of Membership**

Membership in the Corporation automatically terminates upon the happening of any of the following events:

- (a) if a Member, in writing, resigns as a Member of the Corporation;
- (b) if a Member dies;
- (c) if a Member ceases to be qualified in accordance with Section 4.2(1), or becomes a person described in Section 4.2(2); or,
- (d) if a Member's membership is terminated in accordance with Section 4.11.

Upon a Member's membership so terminating the Secretary shall forthwith provide written notice to the Nominator who originally nominated such Member of such termination of membership. The Nominator shall then advise the Secretary in writing of the name of a new Nominee as soon as possible following such termination of membership. The Members shall appoint such Nominee as a Member provided that the Nominee (i) meets the qualifications of a Member set forth in Section 4.2, and, where applicable, the additional qualifications referred to in Sections 4.4(b), 4.4(e) and 4.6(2), and, (ii) meets the conflict of interest and other requirements set forth in Section 6.12, and, (iii) provides his or her consent to be a Member. Such new Nominee shall become a Member for the balance of the term of membership of the Member whose membership was terminated. If the Nominator fails to name a new Nominee within 60 days of receiving written notice of the termination of membership, the Board may, if it so chooses, select the Nominee for the Nominator who has failed to do so on such Nominator's behalf. The person so selected by the Board shall be deemed to be the Nominator's Nominee and shall (i) meet the qualifications of a Member set forth in Section 4.2, and, where applicable, the additional qualifications referred to in Sections 4.4(b), 4.4(e) and 4.6(2), and, (ii) meet the conflict of interest and other requirements set forth in Section 6.12, and, (iii) provide his or her consent to be a Member. Such person shall be appointed by the Members as a Member for the balance of the term of membership of the Member whose membership was terminated.

#### **4.11 Removal of Member**

Should any Nominator so request, the Board shall consider whether there is sufficient cause to terminate the membership of any Member. If the Board, by a vote of not less than two thirds of all the Directors except the Director in question, determines that there is sufficient cause to terminate the membership of a Member, then that Member's membership shall terminate effective the date of such determination. For the purposes of this Section "sufficient cause" shall include, without limitation, theft, fraud, sexual harassment, intoxication, public disclosure of confidential information relating to the Corporation and breach of the conflict of interest and other requirements set forth in Section 6.12. Notice of a meeting of the Board for the removal of a Member shall state such purpose and the name of the Member concerned. The Member shall be entitled to a reasonable opportunity to be heard. Upon a Member's membership being terminated in accordance with the foregoing, the vacancy so created shall be filled in the manner set out in Section 4.10.

#### **4.12 Membership Dues**

There shall be no membership fees, dues, charges, or other membership levies of any kind whatsoever.

#### **4.13 Non-Liability of Nominators**

The Nominators shall not be liable for any Claims arising out of their:

- (a) nominating the Members in accordance with this Article 4;
- (b) failing to name a Nominee; or,
- (c) involvement with the Corporation in the manner contemplated by this Bylaw.

## **Article 5 Election/Appointment of Board**

### **5.1 Ex Officio Board**

The Board shall be comprised solely of ex officio directors.

### **5.2 Size of the Board**

The size of the Board shall be equal to the number of Members from time to time.

### **5.3 Directors**

Every person who is a Member shall be ex officio a Director of the Corporation. Upon a person ceasing to be a Member, such person shall automatically cease to be a Director of the Corporation.

## **Article 6 Board of Directors**

### **6.1 Powers of the Board**

The Board shall have the power to and shall administer the affairs of the Corporation in all things and make or cause to be made for the Corporation, in its name, any kind of contract which the Corporation may lawfully enter into and, save as hereinafter provided, generally, may exercise all other powers and do all other acts and things as the Corporation is by its charter or otherwise authorized to exercise and do. Without limiting the generality of the foregoing, the Board shall have the power to:

- (a) authorize expenditures on behalf of the Corporation from time to time and may delegate by resolution to an officer or officers of the Corporation the right to employ and pay salaries to employees of the Corporation;

- (b) raise and make expenditures of funds for the purpose of furthering the objects of the Corporation;
- (c) enter into a trust arrangement with a trust company for the purpose of creating a trust fund in which the capital and interest may be made available for the purpose of establishing a reserve for the benefit of the Corporation, in accordance with such terms as the Board may prescribe;
- (d) constitute such committees of the Corporation as the Board, from time to time, considers necessary to assist in carrying out the objects of the Corporation, and to appoint the chairman and members of such committees to serve during the pleasure of the Board, and to fix the remuneration, if any, to be paid to such committee members; and,
- (e) appoint such agents as it deems necessary from time to time and those agents shall have such authority and shall perform such duties as are prescribed by the Board at the time of their appointment.

## 6.2 Quorum and Meetings

- (1) A majority of the Directors in office shall form a quorum for the transaction of business. No business, other than the election of a Chairman and the adjournment of the meeting, shall be transacted at any meeting of the Board unless a quorum is present at the meeting and, unless adjourned, a meeting at which a quorum is not present shall be dissolved.
- (2) Except as otherwise required by law, the Board may hold its meetings at such place or places as it may from time to time determine.
- (3) If all of the Directors consent thereto, either generally or in respect of a particular meeting, a Director may participate in a meeting of the Board or a committee of the Board by means of a conference telephone or other communications facility as permits all persons participating in the meeting to hear and speak to each other, and a Director participating in a meeting by such means shall be deemed for all purposes to be present at the meeting.
- (4) No formal notice of any meeting of the Board shall be necessary if all of the Directors are present, or if those absent have signified their consent to the meeting being held in their absence. Such consent may be given before, during or after the meeting.

- (5) Meetings of the Board may be formally called by the Chairman of the Board or by the Secretary on direction of the Chairman of the Board, or by the Secretary on direction in writing of two Directors. Notice of such meeting shall be delivered, telephoned or telegraphed to each Director not less than three days before the meeting is to take place or shall be mailed to each Director not less than 14 days before the meeting is to take place. The statement of the Secretary or Chairman of the Board that notice has been given pursuant to this Bylaw shall be sufficient and conclusive evidence of the giving of such notice.
- (6) The Board may appoint a day or days in any month or months for regular meetings at an hour to be named and no notice need be sent for such regular meetings.
- (7) A meeting of the Board may be held, without notice, immediately following the annual meeting of Members.
- (8) The Directors may consider or transact any business either special or general at any meeting of the Board.
- (9) A meeting of the Board may be adjourned from time to time and place to place, but no business shall be transacted at an adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. Where a meeting is adjourned for 45 days or more, notice of the adjourned meeting shall be given as in the case of the original meeting. Except as provided in this Subsection, it is not necessary to give notice of an adjourned meeting or of the business to be transacted thereat.

### **6.3 Errors and Notice**

No error or accidental omission in giving notice for a meeting of the Board shall invalidate such meeting or invalidate or make void any proceedings taken or held at such meeting and any Director may at any time waive notice of any such meeting and may ratify and approve of any or all of the proceedings taken at such meeting.

### **6.4 Voting**

- (1) Questions arising at any meeting of Directors shall be decided by a majority of votes unless otherwise specifically provided for by the *Act* or by the Bylaws of the Corporation.
- (2) In the case of an equality of votes, the Chairman shall not have a second or casting vote.

- (3) All votes at Directors' meetings shall be taken by ballot if demanded by any Director present, and if no demand is made, the vote shall be taken in the usual way by assent or dissent. A declaration by the Chairman that a resolution has been carried and an entry to that effect in the minutes shall be admissible in evidence as prima facie proof of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.
- (4) In the absence of the Chairman of the Board at a Directors' meeting, his duties may be performed by such other Director as the Board may from time to time appoint for the purpose.

#### **6.5 Resolution in Writing**

A resolution in writing signed by all of the Directors then in office shall be as valid and effectual as if it had been passed at a duly called and constituted meeting of the Board.

#### **6.6 Indemnities to Directors and Others**

The Corporation shall indemnify and save harmless every:

- (a) Director and former Director; and,
- (b) Officer and former officer of the Corporation,

and their respective heirs, executors and administrators, from and against:

- (a) all costs, charges and expenses (including, without limitation, an amount paid to settle an action or satisfy a judgement) which such person sustains or incurs in or about any action, suit or proceeding which 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 to be done in or about the execution of the duties of his office; and,
- (b) all other costs, charges and expenses which such person sustains or incurs in or about or in relation to the affairs of the Corporation, except the costs, charges or expenses occasioned by his own wilful neglect or default.

The indemnity authorized by this Section shall be applicable only to the extent that such indemnity shall not duplicate any indemnity or reimbursement which the person seeking indemnity hereunder has received or shall receive otherwise than by virtue of this Section.

### **6.7 Contracts of Indemnity**

The Board may from time to time cause the Corporation to enter into a contract to indemnify any Director, officer, employee, agent or other person who has undertaken or is about to undertake any liability on behalf of the Corporation or any corporation controlled by it.

### **6.8 Insurance**

The Board may cause funds to be expended by the Corporation for the purchase and maintenance of insurance for the benefit of any person who is or was a Director, officer, employee or agent of the Corporation or is or was serving at the request of the Board as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise in which the Corporation has had an interest, against any Claims arising as a result of such person acting in such capacity.

### **6.9 Protection of Directors and Officers**

The Directors and officers of the Corporation shall not be liable for the acts, receipts, neglects or defaults of any other Director or officer or employee or for joining in any receipt or act for conformity or for any loss, damage or expense happening to the Corporation through the insufficiency or deficiency of title to any property acquired by the Corporation or for or on behalf of the Corporation or for the insufficiency of any security in or upon which any of the money of or belonging to the Corporation shall be placed out or invested or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person, firm or corporation with whom or which any monies, securities or effects shall be lodged or deposited or for any other loss, damage or misfortune whatever which may happen in the execution of the duties of his respective office or trust or in relation thereto unless the same shall happen by or through his own wrongful and wilful act or through his own wrongful or wilful neglect or default.

#### **6.10 Responsibilities for Acts**

The Directors for the time being of the Corporation shall not be under any duty or responsibility in respect of any contract, act or transaction whether or not made, done or entered into in the name of or on behalf of the Corporation, except such as shall have been submitted to and authorized and approved by the Board.

#### **6.11 Remuneration of Directors**

Directors may receive reasonable remuneration for their services, commensurate with their duties, together with reimbursement for all reasonable expenses necessarily incurred in fulfilment of their duties, the amount of such remuneration, if any, being determined by the Board from time to time. Nothing contained in this Section shall be construed so as to preclude a Director from serving the Corporation as an officer or in any other capacity and receiving compensation therefor.

#### **6.12 Conflict of Interest and Code of Conduct**

No Director shall directly or indirectly receive any profit from his position as such; provided that any Director who is engaged in or is a member of a firm or corporation engaged in any business or profession may, subject to the *Act* and the Code of Conduct appended hereto as Schedule "A", act in and be paid the usual professional fees and business charges for any professional work or other business required to be done in connection with the administration of the affairs of the Corporation. Prior to the appointment of any person as a Director of the Corporation, such person shall complete a conflict of interest questionnaire meeting the aforesaid Code of Conduct and shall notify the Board of Directors of the Corporation and the Nominator he or she is representing of any business activity by the Nominee or any associate (as that term is defined in the *Canada Business Corporations Act*) which would pose an actual or perceived conflict of interest in his or her capacity as a Director of the Corporation. The Nominator may decide to not approve the nomination and, in any event, the Board of Directors of the Corporation itself, with the person concerned not taking part in the consideration thereof or any vote thereon, shall then decide whether the Nominee should be disqualified from appointment as a Director of the Corporation. Further, if a change or anticipated change in circumstances creates for a Director a continuing conflict of interest, such Director shall inform the Board of Directors of the Corporation and the Nominator to which he or she is responsible in writing. The Board of Directors shall then consult the Nominator and promptly decide thereafter whether the appointment of that Director should be revoked.

The Board of Directors shall ensure that all Directors, officers and employees of the Corporation shall adhere to the Code of Conduct appended hereto for its Members, Directors, officers and employees designed to prevent real and perceived conflicts of

interest. The Code of Conduct shall be published in the media at least thirty (30) days prior to the Corporation's first annual public meeting with invitations for comments thereon. Subsequently, any proposed amendments to the Code of Conduct shall be provided to the Nominators at least thirty (30) days before each annual general meeting of the Corporation. The Code of Conduct shall be no less stringent than the rules respecting conflict of interests applicable to a director of a company incorporated under the *Canada Business Corporations Act*. As a member of the Board of Directors of the Corporation, each Director holds a fiduciary duty to the Corporation notwithstanding whatever relationship exists with his or her Nominator.

### **6.13 Report of the Board**

The Board shall give a full and complete report of its activities for the preceding fiscal year at the annual meeting of the Members of the Corporation.

## **Article 7 Officers of the Corporation**

### **7.1 Officers**

- (1) There shall be a Chairman of the Board, a President, a Secretary and a Treasurer or in lieu of a Secretary and Treasurer, a Secretary-Treasurer, and such other officers, including without limitation, honorary officers and vice-presidents as the Board may determine from time to time.
- (2) One person may hold more than one office except the offices of President and Vice-President (if any).
- (3) The officers of the Corporation shall be appointed by resolution of the Board. In the absence of a written agreement to the contrary, the terms of engagement of all officers (including, without limitation, the remuneration of such officers, if any, and removal from office) shall be determined from time to time by the Board.
- (4) No officer of the Corporation need also be a Director, save and except for the Chairman of the Board who shall be a Director.

## 7.2 **Chairman of the Board**

The Chairman of the Board shall:

- (a) preside as Chairman at all meetings of the Board, the Executive Committee (if any) and Members, when present;
- (b) have the other powers and duties from time to time prescribed by the Board or the Executive Committee (if any) or which are incidental to the office of chairman of the board; and,
- (c) not have been an elected government official or have been employed by or providing services on a full time basis under contract to any federal, provincial or municipal government, department or agency, or to any corporation owned by Her Majesty the Queen in Right of Canada or Her Majesty the Queen in Right of any province of Canada, during the two years prior to his or her election as Chairman of the Board.

## 7.3 **President**

The President shall:

- (a) supervise and manage the affairs and operations of the Corporation and ensure that all orders and resolutions of the Board are carried into effect; and,
- (b) have the other powers and duties from time to time prescribed by the Board or the Executive Committee (if any) or which are incidental to the office of president.

## 7.4 **Vice-President**

A Vice-President (if any), shall:

- (a) during the absence or inability to act of the President, exercise the President's powers and carry out the President's duties, and if a Vice-President exercises any of those powers or carries out those duties, the absence or inability of the President to act shall be presumed; and,
- (b) perform the other duties from time to time prescribed by the Board or Executive Committee (if any) or which are incidental to the office of vice-president.

## 7.5 Secretary

The Secretary shall:

- (a) be ex officio clerk of the Board and the Executive Committee (if any);
- (b) attend all meetings of Members, the Board and the Executive Committee (if any) to record all facts and minutes of those proceedings in the books kept for that purpose;
- (c) give all notices required to be given to Members and to Directors;
- (d) be the custodian of the corporate seal of the Corporation and of all books, papers, records, correspondence and documents belonging to the Corporation; and,
- (e) perform the other duties from time to time prescribed by the Board or the Executive Committee (if any) or which are incidental to the office of secretary.

## 7.6 Treasurer

The Treasurer shall:

- (a) keep full and accurate accounts of all receipts and disbursements of the Corporation in proper books of accounts;
- (b) deposit all monies or other valuable effects in the name and to the credit of the Corporation in the bank or banks from time to time designated by the Board or Executive Committee (if any);
- (c) disburse the funds of the Corporation under the direction of the Board or Executive Committee (if any), taking proper vouchers therefor and shall render to the Board or Executive Committee (if any), whenever required of him, an account of all such transactions as Treasurer and of the financial position of the Corporation;
- (d) co-operate with the auditors of the Corporation during any audit of the accounts of the Corporation; and,

- (e) perform the other duties from time to time prescribed by the Board or Executive Committee (if any) or which are incidental to the office of treasurer.

### **7.7 Other Officers**

The duties of all other officers of the Corporation shall be those which the terms of their engagement call for or which may be otherwise specified by the Board or the Executive Committee (if any).

## **Article 8 Committees**

### **8.1 Executive Committee**

#### *(1) Constitution*

The Board may from time to time elect from among its number an Executive Committee consisting of such number of persons, but not less than three, as the Board may by resolution determine, provided that at all times one member on the Executive Committee shall be the Chairman of the Board. Each Member of the Executive Committee shall serve during the pleasure of the Board and, in any event, only so long as he shall be a Director. The Board may fill vacancies in the Executive Committee by election from among its number. If and whenever a vacancy shall exist in the Executive Committee, the remaining members may exercise all of its powers as long as its quorum remains in office.

#### *(2) Powers*

During the intervals between the meeting of the Board, the Executive Committee shall possess and may exercise (subject to any regulations or restrictions which the Board may from time to time impose) all of the powers of the Board in connection with the management and direction of the affairs and business of the Corporation in such manner as the Executive Committee deems best for the interests of the Corporation.

(3) *Procedures*

Subject to the Letters Patent and Sections 8.1(4), (5) and (6) and to any regulations imposed from time to time by the Board, the Executive Committee may fix its own rules or procedure from time to time. Until the Executive Committee fixes its own rules of procedure, the meetings of the Executive Committee shall (except as otherwise provided for herein) be governed by the provisions of this Bylaw regulating the meetings of the Board insofar as they are applicable thereto and not superseded by any rules of procedure fixed by the Executive Committee, provided that no such rules of procedure shall have the effect of lessening the minimum period of notice for the calling of meetings required by Section 6.2(5). The Executive Committee shall keep minutes of its meetings in which shall be recorded all action taken by it and such minutes shall be inserted in the minute book of the Corporation.

(4) *Quorum*

A majority of the members of the Executive Committee shall constitute a quorum for the transaction of business at meetings of the Executive Committee. No business may be transacted by the Executive Committee except at a meeting of its members at which a quorum of the Executive Committee is present.

(5) *Place of Business*

The meetings of the Executive Committee may be held at the head office of the Corporation or at any other place within or outside Saskatchewan as specified in the notice calling a meeting.

(6) *Other Directors Present*

Any Director shall be entitled to speak (but not to vote, unless he has been elected to the Executive Committee) at any meeting of the Executive Committee at which he is present. However, no Director who has not been elected to the Executive Committee shall be entitled to notice of any meeting of the Executive committee, and his presence shall not be included for the purpose of calculating a quorum.

## 8.2 Nominating Committee

### (1) *Constitution*

There shall be a Nominating Committee which shall comprise the Chairman of the Board and three Directors who are members representing a minimum of three Nominators. The three Directors shall be Directors who are recommended by the Executive Committee (if any) and whose appointment is confirmed by the Board.

Excepting those Directors who were Nominees of the Nominator identified in Section 4.3(1)(a), whenever the term of office of a Director appointed pursuant to Section 5.3 is about to expire or has been terminated, the Nominating Committee shall prepare as appropriate, a list of persons for consideration by the respective Nominator; or, as in the instance of the entity described in Section 4.3(1)(d), by the Board.

### (2) *Eligibility of Nominees*

The Nominating Committee shall ensure that all persons listed for consideration shall meet the eligibility and qualification criteria and shall, if appointed, meet the conflict of interest and other requirements set forth in Section 6.12 of this Bylaw.

### (3) *Removal of Committee Member*

Any Nominating Committee member may be removed by a majority vote of the Board.

### (4) *Procedures*

Subject to the Letters Patent and Sections 8.2(5) and (6) and to any regulations imposed from time to time by the Board, the Nominating Committee may fix its own rules of procedure from time to time. Until the Nominating Committee fixes its own rules of procedure, the meetings of the Nominating Committee shall (except as otherwise provided for herein) be governed by the provisions of this Bylaw regulating the meetings of the Board insofar as they are applicable thereto and not superseded by any rules of procedure fixed by the Nominating Committee, provided that no such rules of procedure shall have the effect of lessening the minimum period of notice for the calling of meetings required by Section 6.2(5). The Nominating Committee shall keep minutes of its meetings in which shall be recorded all action taken by it and such minutes shall be inserted in the minute book of the Corporation.

### (5) *Quorum*

A majority of the members of the Nominating Committee shall constitute a quorum for the transaction of business at meetings of the Nominating Committee. No business may be transacted by the Nominating Committee except at a meeting of its members at which a quorum of the Nominating Committee is present.

(6) *Place of Business*

The meetings of the Nominating Committee may be held at the head office of the Corporation or at any other place within or outside Saskatchewan as specified in the notice calling a meeting.

### 8.3 **Community Consultative Committee**

(1) *Constitution*

The Corporation shall establish a Community Consultative Committee, which shall meet no less than twice each year, to provide for effective dialogue on matters related to the Corporation, including:

- (a) the dissemination of information on airport matters and plans;
- (b) the timely discussion of planning and operational matters; and,
- (c) the consideration of municipal concerns.

The Committee shall be generally representative of the community and shall include persons capable of representing the interests of consumers (particularly the travelling public), and organized labour.

## **Article 9 Members' Meetings**

### 9.1 **Annual Meeting**

The annual meeting of the Members shall be held each year within Saskatchewan, at a time, place and date determined by the Board, for the purpose of:

- (a) presenting the report of the Directors, the financial statements and the report of the Corporation's auditors;

- (b) appointing the auditor and fixing or authorizing the Board to fix its remuneration; and,
- (c) transacting any other business properly brought before the meeting.

## 9.2 General Meeting

The Board may at any time call a general meeting of Members for the transaction of any business, the general nature of which is specified in the notice calling the meeting. A general meeting of Members shall be called by the Board on written requisition signed by at least one-half of the Members of the Corporation.

## 9.3 Notice of Meetings

Notice of the time, place and date of meetings of Members and the general nature of the business to be transacted shall be given at least 14 days before the date of the meeting to each Member (and in the case of an annual meeting to the auditor of the Corporation) by sending such notice by prepaid mail to the last address of such persons shown on the Corporation's records. Where special business will be conducted at a Members' meeting (being business other than that which is required by the *Act* to be carried out at an annual Members' meeting), the notice shall contain sufficient information in order to allow the Member to make a reasoned decision in respect of such special business.

## 9.4 Error of Omission in Notice

No error or accidental omission in giving notice of any annual or general meeting or any adjourned meeting, whether annual or general, of the Members of the Corporation shall invalidate such meeting or make void any proceedings taken thereat and any Member may at any time waive notice of any such meeting and may ratify, approve and confirm any or all proceedings taken at such meeting. For the purpose of sending notice to any Member, Director or officer for any meeting or otherwise, the address of any Member, Director or officer shall be his last address recorded on the books of the Corporation.

## 9.5 Quorum

A quorum for the transaction of business of any meeting of Members shall consist of a majority of Members present in person or represented by proxy.

## 9.6 Voting by Members

Unless otherwise required by the provisions of the *Act*, or these Bylaws, all questions proposed for consideration at a meeting of Members shall be determined by a majority of the votes cast by Members entitled to vote at such meeting. In the case of an equality of votes, the chairman presiding at the meeting shall not have a second or casting vote.

### 9.7 Proxies

Every Member entitled to vote at meetings of Members may by means of a proxy appoint a person, who must be a Member, as his nominee, to attend and act at the meeting in the manner, to the extent and with the power confirmed by the proxy. A proxy shall be in writing, shall be executed by the Member entitled to vote or by his attorney authorized in writing and ceases to be valid one year from its date. The proxy may be in such form as the Board from time to time prescribes or such other form as the Chairman of the meeting may accept as sufficient, and shall be deposited with the Secretary of the meeting before any vote is called under its authority, or at such earlier time and in such manner as the Board may prescribe. Every notice of a Members' meeting shall either:

- (a) contain a statement to the effect that a Member may grant a proxy to another Member; or,
- (b) contain a form of proxy which may be used by a Member.

### 9.8 Show of Hands

At all meetings of Members every question shall be decided by a show of hands unless otherwise required by a Bylaw of the Corporation or unless a poll is required by the Chairman or requested by any Member entitled to vote. Upon a show of hands, every Member entitled to vote, or proxyholder for a Member entitled to vote, present in person shall have one vote. Whenever a vote by a show of hands has been taken upon a question, unless a poll is requested, a declaration by the Chairman that a resolution has been carried or lost by a particular majority and an entry to that effect in the minutes of the Corporation is conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against the motion.

### **9.9 Chairman**

The Chairman of the Board shall act as the Chairman at every Members' meeting. In the absence of the Chairman of the Board, the Members present at any meeting of Members shall choose another Director as Chairman.

### **9.10 Adjournments**

Any meeting of the Corporation may be adjourned from time to time and place to place, but no business shall be transacted at a subsequent meeting other than the business left unfinished at the meeting from which the adjournment took place. Where a meeting is adjourned for ten days or more, notice of the subsequent meeting shall be given as in the case of the original meeting. Except as provided in this Section 9.10, it is not necessary to give notice of an adjourned meeting or of the business to be transacted thereat.

### **9.11 Polls**

If at any meeting a poll is requested on the election of a Chairman or on a question of an adjournment, it must be taken forthwith without adjournment. If a poll is requested on any other question, it shall be taken in the manner and either at once or later at the meeting or after adjournment as the Chairman directs. The result of a poll shall be deemed to be the resolution of the meeting at which the poll was requested. A request for a poll may be withdrawn at any time prior to taking the poll.

### **9.12 Liability of Members**

Members shall not, as such, be held answerable or responsible for any act, default, obligation or liability of the Corporation or for any engagement, claim, payment, loss, injury, transaction, matter or thing relating to or connected with the Corporation.

### **9.13 Resolution in Writing**

A resolution in writing signed by all of the Members entitled to vote on that resolution at a meeting of Members shall be as valid and effectual as if it had been passed at a duly called and constituted meeting of Members.

## **Article 10 Financial Year**

### **10.1 Financial Year**

The fiscal year end of the Corporation shall be determined by the Board from time to time.

## **Article 11 Execution of Documents**

### **11.1 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 any two of the President, Vice-President (if any), Secretary and Treasurer.

### **11.2 Execution of Documents**

Documents requiring execution by the Corporation shall be signed by the Chairman of the Board together with any one of the President, Vice-President (if any), Secretary and Treasurer. The corporate seal of the Corporation shall, when required, be affixed to documents executed in accordance with the foregoing.

### **11.3 Securities**

The Chairman of the Board together with any one of the President, Vice-President (if any), Secretary and Treasurer may transfer any and all shares, bonds or other securities from time to time standing in the name of the Corporation in its individual or any other capacity or as trustee or otherwise and may accept in the name and on behalf of the Corporation transfers of shares, bonds or other securities from time to time transferred to the Corporation and may affix the corporate seal to any such transfers or acceptances of transfers, and may make, execute and deliver under the corporate seal any and all instruments in writing necessary or proper for such purposes, including the appointment of an attorney or attorneys to make or accept transfers of shares, bonds or other securities on the books of any company or corporation.

### **11.4 Power of Board**

Notwithstanding any provisions to the contrary contained in the Corporation's Bylaws, the Board may at any time by resolution direct the manner in which, and the person or persons by whom, any particular document, instrument, contract, cheque, negotiable instrument or obligations of the Corporation may or shall be executed.

## **Article 12**

### **Books and Records, Audit and Accounting**

#### **12.1 Books and Records**

The Board shall cause to be kept all necessary and proper books and records of the Corporation, including, without limitation, those required by the *Act*.

#### **12.2 Inspection**

The books and records of the Corporation shall be available for the inspection of any Director at any time during normal business hours.

#### **12.3 Financial Statements**

The Board shall at least once in every fiscal year, cause financial statements of the Corporation to be prepared and audited. The financial statements shall be prepared in accordance with generally accepted accounting principles.

#### **12.4 Auditor**

- (1) At the first general meeting of the Members, the Members shall appoint an auditor. No Director, officer or employee of the Corporation shall be entitled to be appointed as the Corporation's auditor.
- (2) The Board shall fill any vacancy occurring in the office of auditor within a reasonable period of time following the occurrence of the vacancy.
- (3) The auditor shall receive notice of all Members' meetings and shall be entitled to attend such meetings.
- (4) The auditor shall audit the accounts of the Corporation in accordance with generally accepted auditing practices and shall report to the Members at the annual general meeting of Members.

#### **12.5 Independent Auditor**

The Nominator described in Section 4.3(1)(a) shall at any time have the right to cause a complete audit to be done by an independent auditor on the Corporation's books, records, financial statements or other business affairs, records or procedures of the Corporation.

## **Article 13**

## **Banking Arrangements**

### **13.1 Banking**

The Board shall designate, by resolution, the officers and other persons authorized to transact the banking business of the Corporation, or any part thereof, with a bank, trust company or other corporation carrying on a banking business that the Board has designated as the Corporation's banker, which persons shall have the authority set out in the resolution including, unless otherwise restricted, the power to:

- (a) operate the Corporation's accounts with the bankers;
- (b) make, sign, draw, accept, endorse, negotiate, lodge, deposit or transfer any of its cheques, promissory notes, drafts, acceptances, bills of exchange or orders for the payment of money;
- (c) issue receipts for and orders relating to any property of the Corporation;
- (d) execute any agreement relating to any banking business and defining the rights and powers of the parties thereto; and,
- (e) authorize any officer of the bank to do any act or thing on the Corporation's behalf to facilitate the banking business.

### **13.2 Deposit of Securities**

The securities of the Corporation shall be deposited for safe keeping with one or more bankers, trust companies or other financial institutions to be selected by the Board. Any and all securities so deposited may be withdrawn, from time to time, only upon the written order of the Corporation signed by such officer or officers, agent or agents of the Corporation, and in such manner, as shall from time to time be determined by resolution of the Board and such authority may be general or confined to specific instances. The institution which may be so selected as custodians of the Board shall be fully protected in acting in accordance with the directions of the Board and shall in no event be liable for the due application of the securities so withdrawn from deposit or the proceeds thereof.

## **Article 14 Borrowing by the Corporation**

### **14.1 Borrowing**

The Directors of the Corporation may from time to time:

- (a) borrow money on the credit of the Corporation;
- (b) limit or increase the amount to be borrowed;
- (c) issue debentures or other securities of the Corporation;
- (d) pledge or sell such debentures or other securities for such sums and at such prices as may be deemed expedient; and,
- (e) secure any such debentures, or other securities, or any other present or future borrowing or liability of the Corporation, by mortgage, hypothec, charge or pledge of all or any currently owned or subsequently acquired real and personal, movable and immovable, property of the Corporation, and the undertaking and rights of the Corporation.

Nothing herein limits or restricts the borrowing of money by the Corporation on bills of exchange or promissory notes made, drawn, accepted or endorsed by or on behalf of the Corporation.

#### **14.2 Authorization**

From time to time the Directors may authorize any Director or officer of the Corporation to make arrangements with reference to the money borrowed or to be borrowed as aforesaid and as to the terms and conditions of a loan thereof, and as to the security to be given therefor, with power to vary or modify such arrangements, terms and conditions and to give such additional security for any monies borrowed or remaining due by the Corporation as the Directors may authorize, and generally to manage, transact and settle the borrowing of money by the Corporation.

### **14.3 Deeming Provision**

The powers hereby conferred shall be deemed to be in supplement of and not in substitution for any powers to borrow money for the purposes of the Corporation possessed by its Directors or officers independently of a borrowing Bylaw.

## **Article 15 Notice**

### **15.1 Computation of Time**

In computing the date when notice must be given under any provision of the Bylaws requiring a specified number of days' notice of any meeting or other event, the date of giving the notice is, unless otherwise provided, included.

### **15.2 Omissions and Errors**

The accidental omission to give notice of any meeting of the Board or Members or the non-receipt of any notice by any Director or Member or by the auditor of the Corporation or any error in any notice not affecting its substance does not invalidate any resolution passed or any proceedings taken at the meeting. Any Director, Member or the auditor of the Corporation may at any time waive notice of any meeting and may ratify and approve any or all proceedings taken thereat.

## **Article 16 Bylaws and Amendments, etc.**

### **16.1 Enactment/Repeal Amendment**

Bylaws of the Corporation may be enacted, repealed, amended, altered, added to or re-enacted by a resolution of the Board confirmed by a resolution of the Members, and shall only become effective upon such confirmation by the Members, provided that any such repeal or amendment shall be of no force or effect until the approval of the Minister of Industry, Science and Technology has been obtained. In addition, no provision of this Bylaw relating to any principle listed in the "Public Accountability Principles for Canadian Airport Authorities" released by the Minister on July 13, 1994 shall be repealed, amended or altered until the written consent of the Minister is first obtained.

## **Article 17 Miscellaneous Matters**

### **17.1 Annual Report**

The Directors shall produce an annual written report containing, among other things:

- (a) the Corporation's financial statements and annual auditor's report for the Corporation's previous fiscal year;
- (b) a summary of the Corporation's affairs during the Corporation's previous fiscal year;
- (c) a report on the performance of the Corporation relating to the Corporation's business plan and objectives for the Corporation's previous fiscal year and, as applicable, the Corporation's previous five fiscal years, with an explanation of any significant variances between such performance and the Corporation's business plan and objectives and any corrective action taken by the Corporation to address such variances;
- (d) a summary of the Corporation's business plan for the Corporation's forthcoming fiscal year and forthcoming five-year period, including specific objectives (measurable where feasible), relating to the objects of the Corporation in the Corporation's Letters Patent, as amended and supplemented from time to time;
- (e) a report of the Corporation's compliance and non-compliance, if any, with the conflict of interest and other requirements set forth in Section 6.12;
- (f) the remuneration of each Director and the salary range of the Corporation's senior officers; and,
- (g) a list of contracts the Corporation has entered into during the past year (including the name of the contractor, the circumstances of each such contract, the reasons such contract was granted without a public tender process and any other information the Corporation believes may be relevant to the public) (i) which were for goods, services or consideration in excess of \$75,000 (subject to an annual adjustment for inflation according to the Consumer Price Index based on 1994 dollars) that were not awarded pursuant to the public tender process described in Section 17.3 or (ii) for which notice was given to the Minister pursuant to Section 17.5.

The annual written report for the previous fiscal year shall be sent to each Nominator and the Minister prior to the date of the annual public meeting referred to in Section 17.2, shall be tabled at such meeting and shall be available to the public in accordance with Section 17.7.

### **17.2 Public Meetings**

Within six months after the completion of the Corporation's first full fiscal year and within 135 days of the end of each fiscal year thereafter at such time as the Board decides, the Corporation shall hold a public meeting in premises that are adequate for the size of the audience that may reasonably be anticipated, on or near the Airport Properties. The Corporation shall publish in local media of Saskatoon notice of each such public meeting, not less than 30 days prior to the date of such public meeting. The public meeting shall be open to all members of the public. The Corporation shall afford reasonable opportunity for the asking of questions and the expression of views in respect of the Corporation's operations and affairs. The Corporation shall ensure that at least a majority of the Board is present at each public meeting, including the Chairman of the Board and the President of the Corporation. The Corporation shall present to such meeting copies of the report described in Section 17.1 for the previous fiscal year.

### **17.3 Public Tenders**

- (1) Goods, services and construction contracts in excess of a total value of \$75,000.00 (subject to an annual adjustment for inflation according to the Consumer Price Index based on 1994 dollars) shall be awarded following a competitive public tendering process except as may be otherwise determined by the Board having regard to what may be efficient and practicable.
- (2) During any tendering of goods, services or construction contracts, the Corporation shall, to the extent practicable and with due consideration to Canada's international obligations, endeavour to optimize Canadian content and industrial benefits particularly in the area of high technology services and equipment and construction contracting in the Corporation's procurement of goods, services and construction contracts, consistent with reasonable private sector commercial practices, when there is sufficient competition for such procurement in the Canadian market.

#### **17.4 Meetings between the Corporation and the Nominators**

- (1) The Corporation shall, within 135 days after the end of each fiscal year of the Corporation, convene a meeting between the Corporation and the Authorized Representative of each of the Nominators, or such other person as a Nominator may select. The only persons entitled to attend such meeting shall be the representatives of the Corporation, the Authorized Representatives of each of the Nominators (or such other person as may be selected by a Nominator) and those persons who are invited by both the Corporation and the Nominators. The Corporation shall ensure that a majority of its Directors are in attendance at such meeting. The Corporation shall present to the meeting copies of:
  - (a) the annual financial statements for the immediately preceding fiscal year;
  - (b) the auditor's report on the annual financial statements for the immediately preceding fiscal year; and,
  - (c) a statement of the Corporation's operational goals for the current fiscal year.
  
- (2) In addition to the meeting described in Section 17.4(1), the Corporation shall, at the request of any Nominator, convene a meeting between the Corporation and the Authorized Representative of each of the Nominators, or such other person as a Nominator may select to respond to questions, including matters arising from the performance reviews contemplated in Section 17.8, on matters of public interest concerning the Corporation's business. The request of a Nominator shall state the general nature of the business to be discussed at the meeting. The only persons entitled to attend such meeting shall be the representatives of the Corporation (including Directors and officers of the Corporation), the Authorized Representatives of each of the Nominators (or such other person as the Nominator may select) and those persons who are invited by both the Corporation and the Nominators. The Chairman of the Board shall attend each such meeting.

### **17.5 Non-Arm's Length Transactions**

The Corporation shall give notice to the Minister of every proposed non-arm's length contract with the Corporation for the use or occupancy of the Airport Properties. Before any such contract is entered into by the Corporation, the Corporation must first receive the Minister's approval that the terms and conditions of such contract would produce for the Corporation gross revenues equivalent to that from an arm's length use and occupancy of the Airport Properties.

### **17.6 Public Notice of Changes in User Charges**

The Corporation shall publish in local media of Saskatoon notice of any planned increase in user charges (excluding rents) associated with the Airport Properties, not less than 60 days prior to the date of the planned increase. The notice shall include, among other information, an explanation of the justification for such increases.

### **17.7 Public Access to Documents**

Upon request by any person, the Corporation shall make available, within a reasonable period of time after such request, for examination at its head office during normal business hours and free of charge, the following documents:

- (a) the Corporation's current business plan for a five year period;
- (b) a summary of the Corporation's current business plan for a five- year period;
- (c) the most recent and previous annual financial statements of the Corporation and of each of its subsidiaries and of each corporation whose accounts are consolidated in the Corporation's financial statements, all with the accompanying auditors' reports;
- (d) the Corporation's five most recent annual reports referred to in Section 17.1, each of which shall include a general summary of the Corporation's affairs during the previous fiscal year;
- (e) summaries of the Corporation's five most recent business plans;
- (f) all reports reviewing the Corporation's management, operations and financial performance referred to in Section 17.8, subject to these reports excluding commercially confidential material or personnel information of a personal nature;

- (g) the most current airport master plan for the Airport Properties;
- (h) the Corporation's Letters Patent and Bylaws, including any amendments and supplements thereto; and,
- (i) all signed airport transfer agreements relating to the transfer of any Airport Properties.

The Corporation shall provide to any person, upon payment of a reasonable fee by such person, a copy of any document or portion of any document referred to above.

### **17.8 Performance Review**

At least once every five years, and on such other additional occasions as the Board or a majority of the Nominators may demand, the Board shall cause a review of the Corporation's management, operation and financial performance to be conducted by a qualified independent person (the "Consultant"). The Consultant shall prepare a written report incorporating his findings on the review and the report of the Consultant shall include, but not be limited to:

- (a) the terms of reference of the review;
- (b) the extent to which the Corporation was operating:
  - (i) a safe and efficient service to the public; and,
  - (ii) an efficiently run undertaking in accordance with its business plans and purposes;
- (c) the extent to which financial and management control and information systems and management practices were maintained in a manner that provided reasonable assurance that:
  - (i) the assets of the Corporation were safeguarded and controlled; and,
  - (ii) the financial, human and physical resources of the Corporation were managed economically and efficiently and its operations carried out effectively;
- (d) any further information that is reasonably required by any Nominator or a majority of the Board of Directors of the Corporation; and,

- (e) any concerns or qualifications that the Consultant has with respect to any matter described in this Section.

The report shall be provided to the Minister and to the Board within three months of the commencement of the review. The Consultant shall also provide to each Nominator both a report and a summary of the report, excluding commercially confidential material or personnel information of a personal nature. If issues arise in the course of the review which prevent it being concluded on time, an interim report and summary shall be submitted by the Consultant by the due date and a final report shall be submitted not later than six months after the commencement of the review. Any Nominator shall have the right to convene a meeting of the Board with the Consultant and the other Nominators to determine, with the Consultant, the course of action to be taken to resolve problems disclosed by the Consultant's report.

#### **17.9 Bylaw No. 1**

This Bylaw No. 1 shall come into force and effect on the date and at the time that the Minister of Industry, Science and Technology grants a charter by Letters Patent under the provisions of Part II of the *Act* constituting the Saskatoon Airport Authority as a body corporate and politic.