

**Meeting of the BQWCHC Board of Directors  
Thursday, August 30, 2018  
Belleville**

**PRESENT:** Sandie Sidsworth, Brad Harrington, Dawne Brown, Gerry Watts, Kathy Baker, Kim Egan, Lorrie Heffernan

**REGRETS:** Christine Durant, James Huff, Kathryn Brohman, Wendy Osborne

**STAFF:** Sheila Braidek

**GUEST:** Andrew Bonham, Cunningham, Swan, Carty, Little & Bonham LLP

**RECORDER:** Diana Hancock

**MINUTES**

ITEMS		ACTION
1	Sandie Sidsworth welcomed all, called the meeting to order and confirmed quorum.	
2	Conflict of Interest – Brad Harrington recused himself from voting on the Real Estate Offer to Purchase /Sale between QHC and BQWCHC.	
3	Approval of Agenda & Notes  <b>MOTION: 2018-08-01</b> MOTION to approve Agenda and Notes  <b>MOVED BY: Kim Egan</b> <b>SECONDED BY: Gerry Watts</b> <b>OUTCOME: Carried</b>	
4	Approval of Minutes from June 19, 2018  <b>MOTION: 2018-08-02</b> MOTION to approve Minutes from June 19, 2018  <b>MOVED BY: Kim Egan</b> <b>SECONDED BY: Gerry Watts</b> <b>OUTCOME: Carried</b>	
5	Business Arising from the Minutes – None	

6	<p>Board Secretary</p> <p><b>MOTION: 2018-08-03</b> MOTION to elect James Huff as Board Secretary</p> <p><b>MOVED BY: Brad Harrington</b> <b>SECONDED BY: Lorrie Heffernan</b> <b>OUTCOME: Carried</b></p>	
7	<p>Capital Project</p> <p>Sheila outlined the following 3 agreements that require the Board’s approval in order to move forward with the Capital project.</p> <ol style="list-style-type: none"> <li>1. Kasian and BQWCHC</li> <li>2. Colliers and BQWCHC</li> <li>3. QHC and BQWCHC – Agreement of Purchase and Sale of Land</li> </ol> <p>After reviewing red-lined differences she turned over questions from the Board to legal counsel, Andrew Bonham.</p> <p>Re: Kasian Agreement – supplementary conditions re <u>GC8 paragraph 12</u>, wording of anticipated loss of earnings. The expectation is we will be able to come to some resolution. Failing that, the Board would need to provide advice. Our issue – BQWCHC does not want to accept any future claim based on the project being cancelled. How likely is this risk? We have funding to proceed with what is underway right now however nowhere in the termination clause does it address the MOHLTC changing its mind and folding the project.</p> <p>Q: Is this condition standard language and can we remove it? Our lawyer is not comfortable commenting as this is not his area of expertise but he is assuming that since it is “boiler plate” contract, it is standard practice. It was suggested that a construction lawyer review the contract.</p> <p>Other concerns noted were if we continue the work without signing for now, Kasian might exercise their prerogative to stop work until an agreement is signed. How would this affect our schedule?</p> <p>Brad offered to reach out to a QHC Director to determine if termination clause is standard.</p> <p><b>MOTION 2018-08-04</b> MOTION to approve the contract between BQWCHC and Kasian and authorize the Executive Director to sign contract on behalf of the Board is deferred until further legal advice can be obtained and shared with members.</p> <p>MOTION to approve the contract between BQWCHC and Colliers and authorize the Executive Director to sign said contract on behalf of the Board.</p>	<p>Sheila to source a construction lawyer to review Kasian contract.</p>

**MOVED BY:**  
**SECONDED BY:**  
**OUTCOME:**

Colliers contract – does CHC have authority to replace project manager if needed.  
The answer is yes.

**MOTION 2018-08-03**

MOTION to approve the Real Estate Offer to Purchase/Sale between QHC and BQWCHC in principle pending acceptance of the amendment of Schedule A, Article 1) and assurances that Schedule B Article 7 will not compromise or shall be amended so as not to compromise our ability to secure a line of credit, and to authorize the President and Executive Director to sign the Agreement on behalf of BQWCHC.

**Brad Harrington has recused himself and left the room due to a conflict of interest.**

Sheila topline the offer (and deleting the Hub). Andrew did mention a couple of items

- How was the land value assessed – real estate evaluation in 2016 (not on the basis of MPAC). It is only relevant if we sell the land back to QHC in the future that the purchase price is reduced by that amount. Schedule B, Article 7 – allowing QHC to have right of first refusal as registered as priority on the deed, this would not affect our
  
- On paragraph 2 of the option agreement, “in the event the seller in its sole discretion is “acting reasonably”
  
- Change Hub to CHC

Kim: Question (schedule C, article 4 – regular maintenance of the road) on the right of way – is it in the budget? Sheila confirmed yes. It was confirmed when the hospital starts using the road.

The right of way was not included in the severance.

Kim: Paragraph 4 – regular maintenance (in consultation with CHC)

**MOVED BY: Lorrie Heffernan**  
**SECONDED BY: Kim Egan**  
**ABSTAINED: Gerry Watts**  
**OUTCOME: Carried**

**Brad has rejoined the meeting**

	<p>Colliers contract – does CHC have authority to replace project manager if needed. The answer is yes.</p> <p>Defer until Wednesday for both Kasian &amp; Colliers contracts. Limit discussion – issues are around termination of Kasian</p> <p>Vote for Colliers contract and be able to sign said-contract on behalf of the Board</p> <p><b>MOVED BY: Dawne Brown</b>  <b>SECONDED BY: Lorrie Heffernan</b>  <b>OUTCOME: Carried</b>  <b>ABSTAINED: Gerry Watts</b></p>	
8	Other - none	
9	<p>Next Meeting</p> <p><b>Thursday, September 5, 2018 @ 5:30 pm via teleconference</b></p> <p>Discussion to be limited to Kasian contract.</p>	President
10	<p>Adjournment</p> <p>The meeting was adjourned at 6:40 p.m.</p>	

X \_\_\_\_\_

President

X \_\_\_\_\_

Secretary