

OHIO & ERIE CANAL CORRIDOR COALITION, INC.
CODE OF REGULATIONS
(As Amended and Restated as of March_19, 2019)

Article I
Name

This organization, the Ohio & Erie Canal Corridor Coalition, Inc., a nonprofit corporation under the laws of the state of Ohio, shall be known as the Ohio & Erie Canalway Coalition, hereinafter referred to as “**the Coalition.**”

Article II
Purposes

Section 1. Articles of Incorporation. The purposes of the Coalition are set forth in the Articles of Incorporation as they may be amended from time to time.

Section 2. Canalway Support. The Coalition shall stimulate public interest and support for the protection, preservation, development, and enhancement of the historical, cultural, natural, industrial, commercial, and recreational resources within the Ohio & Erie Canalway National Heritage Area (the “**Canalway**”). The Coalition shall encourage local, regional, and nationwide recognition of the Canalway; work toward establishing a continuous physical linkage along or near the planned canal corridor; work with businesses and industry along the planned corridor to incorporate their needs into a canal corridor plan; and promote the development of programs which will advance the general purposes of the Coalition.

Article III
Board of Directors

Section 1. Power and Authority. The corporate powers, authority, and affairs of the Coalition, subject to the limitations contained in the Ohio Revised Code and the Articles of Incorporation, shall be exercised, conducted, and controlled by the Board of Directors (the “**Board**”). The Directors serving hereunder shall have the power, authority and responsibilities of and shall perform the functions provided for Directors under the Ohio Nonprofit Corporation Law. The Directors shall be, for purposes of any statute or rule of law relating to corporations, the members of the Corporation and the Directors shall have all rights and privileges of members.

Section 2. Number. The number of Directors may be established by the Board of Directors from time to time, but shall not be more than 27.

Section 3. Election. The election of the Directors to serve on the Board shall take place at the annual meeting of the Board of Directors, or at a special meeting called for that purpose. No Director may be elected without giving prior consent. In addition, The

Chair or Chairs of the Associate Board (defined below) will serve ex officio as a member or members of the Board of Directors. All shall serve without compensation.

Section 4. Vacancies. If a vacancy on the Board shall occur for any reason except the expiration of a Director's term, such vacancy shall be filled by the recommendation of the Chair, and a majority vote of all the remaining Directors, for the balance of the term of the replaced Director.

Section 5. Term. Directors shall serve for a term of 3 years, or if later, until their successors are duly elected and qualified.

Section 6. Resignation. Any Director of the Coalition may resign at any time, either by oral tender of resignation at any meeting of the Board of Directors or by giving written notice thereof to the Secretary of the Coalition. Such resignation shall take effect at the time specified therein and the acceptance of such resignation shall not be necessary to make it effective.

Section 7. Removal. A Director may be removed, with or without cause, at a meeting called expressly for that purpose by the vote of a majority of the other Directors.

Article IV Associate Board

Section 1. Mission. The Coalition has an "Associate Board" the mission of which is to provide support and appropriate energy of young professionals in the promotion of the broader mission of the Coalition.

Section 2. Number. The Associate Board shall include members who share a passion for the natural historical and recreational resources along the Ohio & Erie Canalway National Heritage Areas and shall include diverse representation from geography, gender, race and occupation.

Section 3. Election and Term. The current members of the Associate Board will serve for two year terms and until their successors are elected.

The members of the Associate Board from time to time will elect new members to succeed members whose term have expired. The election will take place at the annual meeting of the Associate Board, or at a special meeting called for that purpose. The Associate Board members shall serve without compensation.

Section 4. Vacancies. If a vacancy on the Associate Board shall occur for any reason except the expiration of a member's term, such vacancy shall be filled by the recommendation of the Associate Board Chair or Chairs, and a majority vote of all the remaining members, for the balance of the term of the replaced member.

Section 5. Resignation. Any member of the Associate Board may resign at any time, either by oral tender of resignation at any meeting of the Associate Board or by giving written notice thereof to the Secretary of the Associate Board. Such resignation

shall take effect at the time specified therein and the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Removal. An Associate Board member may be removed, with or without cause, at a meeting called expressly for that purpose by the vote of a majority of the other Associate Board members.

Section 7. Liaisons. A member of the Board will serve as a liaison to the Associate Board and the Chair or Chairs of the Associate Board will serve as a liaison to the Board.

Section 8. Officers. The Associate Board will create a leadership structure including a Chair, Vice-Chair and Secretary, and develop committees as necessary. The officers will be elected by the members of the Associate Board and they will serve one-year terms or until their successors are elected. The Associate Board may elect more than one person to any officer position.

Article V

Meetings of the Board of Directors

Section 1. Regular Meetings. Regular meetings of the Board of Directors may be held on such days and at such places and times as the Board specifies not less than four times per year.

Section 2. Special Meetings. Special meetings of the Board of Directors may be called by the Chair or, in the case of the Chair's absence, death or disability, the Vice-Chair authorized to exercise the authority of the Chair, by the Directors by action at a meeting, or by at least three of the Directors acting without a meeting.

Section 3. Location of Meetings. Meetings of the Directors may be held at any place within or without the State of Ohio as specified by the Board.

Section 4. Notice. No notice need be provided of regular meetings of the Board. The following provisions shall govern notice of special Board meetings:

(a) Written notice of the time and place of each special meeting of the Directors shall be given to each Director either by personal delivery or sent by telecopy or electronic mail transmission, or by United States mail, express mail or courier services with postage or fees prepaid, not less than two (2) and not more than ninety (90) days before the meeting, which notice need not specify the purpose of the meeting.

(b) Notice of adjournment of a meeting need not be given if the time and place to which it is adjourned are fixed and announced at such meeting.

(c) If the notice is sent by United States mail, express mail or courier service, it shall be deemed to be delivered when deposited in the mail or with the courier service.

(d) If notice is given by personal delivery or by telecopy or electronic mail, such notice shall be deemed to have been given when delivered or transmitted.

(e) Any Director may waive notice of any meeting.

(f) The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 5. Communications Equipment. Director meetings may be held through any communications equipment if all persons participating can hear each other and participate in the meeting. Persons attending the meeting pursuant to this provision are to be treated as present at the meeting.

Section 6. Voting. Each Director, including the Chair or Chairs of the Associate Board, shall be entitled to one (1) vote. If there is more than one Chair of the Associate Board, each Chair will have a fractional vote so that all of the Chairs will have one (1) vote.

Section 7. Quorum. A majority of the elected and acting Directors is necessary to constitute a quorum for a meeting of the Directors. If a quorum is not present, a majority of the Directors present may adjourn and reconvene the meeting from time to time without further notice.

Section 8. Majority Vote. If a quorum is present, the affirmative vote of a majority of the Directors present at the meeting will be the act of the Board of Directors, unless otherwise provided by Ohio law, the Articles of Incorporation or this Code of Regulations.

Section 9. Action By Unanimous Written Consent. Any action which may be taken at a meeting of the Board of Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all the Directors of the Coalition entitled to vote. Any such writing shall be filed with, or entered upon, the records of the Coalition. An electronic or other transmission capable of authentication that appears to have been sent by a Director and that contains an affirmative vote or approval of that person is a signed writing for the purposes of this section. The date on which that electronic mail or other transmission is sent is the date on which the writing is signed.

Section 10. Procedure. The Chair or, in the Chair's absence, the Vice-Chair, shall preside at meetings of the Board of Directors.

Article VI
Committees

Section 1. Committees. The Board of Directors may from time to time create committees of the Board consisting of one (1) or more Directors and appoint the members thereof. The Board also may appoint advisory committees consisting of Directors and/or persons who are not Directors provided that at least one (1) Director shall be a member of each such committee. The Board of Directors may prescribe or limit the powers and duties of any committee of the Board.

Section 2. Committee Limitations.

(a) Each committee shall serve at the pleasure of the Board of Directors, shall act only in the intervals between meetings of the Board or in making reports to the Board, and shall be subject to the control and direction of the Board. Except as otherwise provided by law, the Articles of Incorporation or these Regulations, each committee shall act by a majority vote of the whole number of its members.

(b) No committee shall have the authority to:

(i) approve any action for which the approval of the Board of Directors is required by the Ohio Nonprofit Corporation Law;

(ii) establish committees of the Board of Directors or appoint members thereof; or

(iii) fill vacancies on the Board of Directors or any committee.

Section 3. Action Without Meeting. Any action which might be taken at any meeting of any committee may be taken without such meeting by a writing or writings signed by all of the members of such committee. The writing or writings evidencing such action taken without a meeting shall be filed with the Chair of such committee and inserted by him or her in the permanent records relating to meetings of the committee. An electronic mail or other transmission capable of authentication that appears to have been sent by a committee member and that contains an affirmative vote or approval of that person is a signed writing for the purposes of this section. The date on which that electronic mail or other transmission is sent is the date on which the writing is signed.

Article VII
Executive Committee

Section 1. Membership and Authority. The officers of the Coalition shall constitute the “Executive Committee.” The Executive Committee shall manage the affairs of the Coalition in the interim between meetings of the Board, with power generally to discharge the duties of the Board of Directors, but not to incur any long-term debts, unless specifically authorized by the Board. The Executive Committee shall at all times act under the direction and control of the Board and shall report to the same, of actions taken, which shall form part of the permanent record of the Coalition.

Section 2. Regular Meetings. Regular meetings of the Executive Committee may be held on such days and at such places and times as the Executive Committee specifies.

Section 3. Special Meetings. Special meetings of the Executive Committee may be called by the Chair or, in the case of the Chair's absence, death or disability, the Vice-Chair authorized to exercise the authority of the Chair, by the Directors by action at a meeting, or by at least three of the Coalition's officers acting without a meeting.

Section 4. Location of Meetings. Meetings of the Executive Committee may be held at any place within or without the State of Ohio as specified by the Executive Committee.

Section 5. Notice. No notice need be provided of regular meetings of the Executive Committee. The following provisions shall govern notice of special Executive Committee meetings:

(a) Written notice of the time and place of each special meeting of the Executive Committee shall be given to each officer either by personal delivery or sent by telecopy or electronic mail transmission, or by United States mail, express mail or courier services with postage or fees prepaid, not less than two (2) and not more than ninety (90) days before the meeting, which notice need not specify the purpose of the meeting.

(b) Notice of adjournment of a meeting need not be given if the time and place to which it is adjourned are fixed and announced at such meeting.

(c) If the notice is sent by United States mail, express mail or courier service, it shall be deemed to be delivered when deposited in the mail or with the courier service.

(d) If notice is given by personal delivery or by telecopy or electronic mail, such notice shall be deemed to have been given when delivered or transmitted.

(e) Any officer may waive notice of any meeting.

(f) The attendance of an officer at a meeting shall constitute a waiver of notice of such meeting except where an officer attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 6. Communications Equipment. Executive Committee meetings may be held through any communications equipment if all persons participating can hear each other and participate in the meeting. Persons attending the meeting pursuant to this provision are to be treated as present at the meeting.

Section 7. Voting. Each officer shall be entitled to one (1) vote.

Section 8. Quorum. One-half of the elected and acting officers are necessary to constitute a quorum for a meeting of the Executive Committee. If a quorum is not present, a majority of the officers present may adjourn and reconvene the meeting from time to time without further notice.

Section 9. Majority Vote. If a quorum is present, the affirmative vote of a majority of the officers present at the meeting will be the act of the Executive Committee, unless otherwise provided by Ohio law, the Articles of Incorporation or this Code of Regulations.

Section 10. Action By Unanimous Written Consent. Any action which may be taken at a meeting of the Executive Committee may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all the officers of the Coalition entitled to vote. Any such writing shall be filed with, or entered upon, the records of the Coalition. An electronic mail or other transmission capable of authentication that appears to have been sent by an officer and that contains an affirmative vote or approval of that person is a signed writing for the purposes of this section. The date on which that electronic mail or other transmission is sent is the date on which the writing is signed.

Section 11. Procedure. The Chair or, in the Chair's absence, the Vice-Chair, shall preside at the meetings of the Executive Committee.

Article VIII Officers

Section 1. Duties. The officers of the Coalition shall include a Chair, Vice-Chair, President, Secretary, Treasurer and Past Chair. These officers shall perform the duties prescribed by the Board, and this Code of Regulations.

Section 2. Term. The officers shall be elected to serve a term of one year or, if longer, until their successors are elected. If such an election is not held at the annual meeting of the Board of Directors, it may be held in conjunction with a regular Board meeting at which a quorum of members is present, in person or by signed proxy. An officer's term of office shall begin upon adjournment of the meeting at which the officer is elected.

Section 3. Membership. No person shall hold office if he is not a Director, and no Director shall hold more than one office at a time.

Section 4. Chair. It shall be the duty of the Chair to preside at all meetings of the Board and the Executive Committee, and, in general, to perform all the duties usually incident to such office, or which may be required by the Board.

Section 5. Vice-Chair. It shall be the duty of the Vice-Chair to perform all the duties of the Chair, in case of the latter's absence or disability. The Vice-Chair shall also oversee (i) Human Resource Committee functions including: review and submission to the Board of job descriptions, salary, and benefit guidelines, personnel policies and tables

of organization and other activities as directed by the Board; and (ii) the selection and orientation of Directors and shall determine Director membership needs and activities including: recruitment, public education, communications and other matters as directed by the Board.

Section 6. President. The President shall be the chief executive officer of the Coalition, shall report directly to the Chair, and shall be responsible and directly accountable to and guided by the Board of Directors to carry out its policy decisions. Subject to modification by the Board of Directors, the duties of the President shall include: hiring and firing, and supervising other employees of the Coalition; managing the operational affairs of the Coalition; serving as the liaison between the Coalition and the public; and other duties as directed by the Board and included in the President's job description.

Section 7. Secretary. It shall be the duty of the Secretary to ensure that (i) the Company maintains accurate records of the acts and meetings of the Board and the Executive Committee, of the expiration of the term of office of each Director and officer, (ii) proper notice is given of all meetings of the Board and the Executive Committee, and (iii) in general to perform all the duties usually pertaining to the office.

Section 8. Treasurer. The Treasurer shall be responsible for oversight of the accounting for all monies and other intangible assets belonging to the Coalition, in accordance with directions from the Board and the Executive Committee; the filing of all reports concerning the Coalition as may be required by the State of Ohio or the Internal Revenue Service; the presentation, billing, and receipt of membership dues. The Treasurer shall also supervise or direct fundraising activities of the Coalition.

Article IX Contracts and Banking

Section 1. Contracts. The Board of Directors may authorize any officer or officers, agent, or agents, to enter into any contract or execute or deliver any instrument in the name of or on behalf of the Coalition, and such authority may be general or confined to special instances.

Section 2. Deposits. All funds of the Coalition not otherwise employed shall be deposited from time to time to the credit of the Coalition in such banks, trust companies or other depositories as the Board of Directors may select.

Section 3. Checks. All checks, drafts or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Coalition shall be signed by such officer or officers, agent or agents of the Coalition and in such manner as shall from time to time be determined by resolution of the Board of Directors.

Section 4. Loans. No loan shall be made to the Coalition and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors.

Article X
Limitation of Liability in Damages

Section 1. Limitation of Liability in Damages of a Director. Other than in connection with an action or suit in which the only liability asserted against a Director or officer is for voting for or assenting to a statutorily proscribed assets distribution or loan, a Director or officer of the Coalition shall be liable in damages for any action he or she takes or fails to take as a Director or officer only if it is proved by clear and convincing evidence in a court of competent jurisdiction that his or her action or failure to act involved an act or omission either undertaken with deliberate intent to cause injury to the Coalition or undertaken with reckless disregard for the best interests of the Coalition.

Article XI
Indemnification

Section 1. Discretionary Indemnification for Lawsuits Brought by Third Parties. The Coalition may indemnify or agree to indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, other than an action by or in the right of the Coalition, by reason of the fact that the person is or was a Director, officer, employee, Associate Board member, or agent or a volunteer of the Coalition, or is or was serving at the Coalition's request as a director, trustee, officer, employee, member, manager, or agent of or a volunteer of another corporation, domestic or foreign, nonprofit or for profit, a limited liability company or a partnership, joint venture, trust or other enterprise (a "**Covered Person**"), against expenses, including attorney's fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with the action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the Coalition's best interests and, with respect to any criminal action or proceeding, had no reasonable cause to believe the person's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, will not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the Coalition's best interests, and with respect to any criminal action or proceeding, the person had reasonable cause to believe that the person's conduct was unlawful.

Section 2. Discretionary Indemnification for Lawsuits Brought by Coalition. The Coalition may indemnify or agree to indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action or suit by or in the right of the Coalition to procure a judgment in its favor by reason of the fact that the person is or was a Covered Person, against expenses, including attorney's fees, actually and reasonably incurred by the person in connection with the defense or settlement of the action or suit, if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the Coalition's best interests, except that no indemnification will be made in respect of:

(a) any claim, issue, or matter as to which such person is adjudged to be liable for negligence or misconduct in the performance of the person's duty to the Coalition unless, and only to the extent that, the court of common pleas having jurisdiction of the Coalition, or the court in which the action or suit was brought, determines upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the court of common pleas or other court deems proper; or

(b) any action or suit in which the only liability asserted against a Director arises pursuant to Ohio Revised Code Section 1702.55 for unlawful loans or distributions.

Section 3. Mandatory Indemnification. To the extent that a Covered Person has been successful on the merits or otherwise in the defense of any action, suit or proceeding referred to in **Section 1** or **Section 2** of this **Article XI**, or in the defense of any claim, issue or matter therein, the person must be indemnified against expenses, including attorney's fees, actually and reasonably incurred by the person in connection with the action, suit or proceeding.

Section 4. Determination of Discretionary Indemnification. Any indemnification under **Section 1** and **Section 2** of this **Article XI**, unless ordered by a court, will be made by the Coalition only as authorized in the specific case upon a determination that indemnification of the Covered Person is proper in the circumstances because the person has met the applicable standard of conduct set forth in **Section 1** and **Section 2** of this **Article XI**. The determination will be made:

(a) by a majority vote of a quorum consisting of Coalition's Directors who were not and are not parties to or threatened with the action, suit or proceeding for which indemnification is sought;

(b) if a quorum is not obtainable or if a majority vote of a quorum of disinterested Directors so directs, in a written opinion by independent legal counsel other than an attorney, or a firm having associated with it an attorney, who has been retained by or who has performed services for the Coalition or any person to be indemnified within the past five years; or

(c) by the court of common pleas having jurisdiction of the Coalition or the court in which the action, suit or proceeding was brought.

Any determination made by the disinterested Directors under the foregoing **Section 4(a)**, or by independent legal counsel under **Section 4(b)**, will be promptly communicated to the person who threatened or brought the action or suit by or in the right of the Coalition under **Section 2**, and within ten days after receipt of that notification, the person notified will have the right to petition the court of common pleas or the court in which the action or suit was brought to review the reasonableness of the determination.

Section 5. Discretionary Advancement of Costs. The authority of the Coalition to indemnify persons pursuant to **Section 1** and **Section 2** of this **Article XI** does not limit the payment of expenses as they are incurred, in advance of the final disposition of an action, suit, or proceeding. Subject to **Section 7** of this **Article XI**, **Section 1** and **Section 2** hereof do not create any obligation to repay or return a payment made by the Coalition pursuant thereto.

Section 6. Mandatory Advancement of Costs. Unless the only liability asserted against a Director in an action, suit or proceeding referred to in **Section 1** or **Section 2** of this **Article XI** arises pursuant to ORC § 1702.55, the Coalition must pay the expenses, including attorney's fees, incurred by a Director or officer in defending an action, suit or proceeding as they are incurred, in advance of the final disposition of the action, suit or proceeding, upon receipt of an undertaking by or on behalf of the Director or officer in which the Director or officer, agrees to do both of the following:

(a) repay amounts so advanced if it is proved by clear and convincing evidence in a court of competent jurisdiction that the Director's or officer's action or failure to act was undertaken with deliberate intent to cause injury to the Coalition or with reckless disregard for the Coalition's best interests; and

(b) reasonably cooperates with the Coalition concerning the action, suit or proceeding.

Section 7. Repayment of Advances. Notwithstanding any other provision of this Code of Regulations, the expenses incurred by any person in defending an action, suit, or proceeding referred to in **Section 1** and **Section 2** of this **Article XI**, including attorneys' fees, shall not be paid by the Coalition upon the final disposition of the action, suit, or proceeding, or, if paid in advance of the final disposition of the action, suit, or proceeding, shall be repaid to the Coalition by the person receiving the advance, if it is proved, by clear and convincing evidence, in a court with jurisdiction that the act or omission of the person seeking indemnification under this **Article XI**, was undertaken with a deliberate intent to cause injury to the Coalition, or was undertaken with a reckless disregard for the best interests of the Coalition.

Section 8. No Mandatory Indemnification of Volunteers. Section 1702.12(E)(5) of the Ohio Revised Code shall not apply to the Corporation to the extent that it requires the indemnification of volunteers (as that term is defined in Section 1702.01(M) of the Ohio Revised Code), other than Directors or officers of the Coalition or members, trustees, directors, or officers of another domestic or foreign nonprofit corporation or corporation for profit, or partnership, joint venture, employee benefit plan, trust, or other enterprise serving at the request of the Coalition.

Section 9. Nonexclusivity. The indemnification authorized by this **Article XI** will be in addition to any other rights granted to those seeking indemnification under the Articles of Incorporation or other provisions of this Code of Regulations or any agreement, vote of the disinterested Directors, or otherwise, both as to actions in the person's official capacity and as to action in another capacity while holding office, and

will continue as to a person who has ceased to be a Covered Person and will inure to the benefit of the heirs, executors, and administrators of such persons.

Section 10. Insurance. The Coalition may purchase and maintain insurance on behalf of any person who is, or was, serving in a Covered Position against any liability asserted against him or her or incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Coalition would have the power to indemnify him or her against such liability under **Section 1** or **Section 2** of this **Article XI** or the Ohio Revised Code.

Section 11. Constituent Entities. As used in this **Article XI**, the references to the “Coalition” include all constituent entities in a consolidation or merger and the new or surviving corporation, so that any person who is or was a Covered Person as to such a constituent entity, stands in the same position under this **Article XI** with respect to the new or surviving corporation as the person would if the person had served the new or surviving corporation in the same capacity.

Article XII Amendments

Section 1. Notice. This Code of Regulations may be amended at any annual, regular or special meeting of the Board of Directors provided the Directors have had not less than thirty (30) days prior notice of the proposed change(s). The notice shall refer to the Section to be amended, the proposed amendment, and give the date, time, and place of the meeting when the amendment will be presented.

Section 2. Two-Thirds Vote. A two-thirds (2/3) vote of the Directors present at any meeting of the Board of Directors shall be required to approve any amendment of this Code of Regulations.