

## Bylaws

### Schedule 1

(section 3)

Bylaws of *Sunriver Community Gardens Society* \_\_\_\_\_ (the "Society")

#### Part 1 — Definitions and Interpretation

##### Definitions

###### 1.1

In these Bylaws:

"Act" means the *Societies Act* of British Columbia as amended from time to time;

"Board" means the directors of the Society;

"Bylaws" means these Bylaws as altered from time to time.

##### Definitions in Act apply

###### 1.2

The definitions in the Act apply to these Bylaws.

##### Conflict with Act or regulations

###### 1.3

If there is a conflict between these Bylaws and the Act or the regulations under the Act, the Act or the regulations, as the case may be, prevail.

#### Part 2 — Members

##### Application for membership

###### 2.1

A person may apply to the Board for membership in the Society by submitting a signed plot application form, signed plot holder guidelines (Part 8) and membership fee every November, and the person becomes an annual member on the Board's

acceptance of the application and liability insurance is provided by Sunriver Community Gardens Society

### **Duties of members**

#### **2.2**

Every member must uphold the constitution of the Society, must uphold the plot holder guidelines (Part 8) and must comply with these Bylaws.

### **Amount of membership dues**

#### **2.3**

The amount of the annual membership dues must be determined by the Board and approved by the membership at the AGM.

### **Member not in good standing**

#### **2.4**

A member is not in good standing if the member fails to pay the member's annual plot fees by the deadline, and / or fails to uphold the plot holder guidelines. There are no refunds for plot holder fees.

### **Member not in good standing may not vote**

#### **2.5**

A voting member who is not in good standing

(a)

may not vote at a general meeting, and

(b)

is deemed not to be a voting member for the purpose of consenting to a resolution of the voting members.

### **Termination of membership if member not in good standing**

#### **2.6**

A person's membership in the Society is terminated if the person fails to pay the plot rental fees by the deadline and / or fails to uphold the plot holder guidelines. There are no refunds for plot holder fees.

### **Part 3 — Annual General Meetings of Members**

#### **Time and place of annual general meeting**

##### **3.1**

A general meeting must be held at the time and place the Board determines.

#### **Ordinary business at annual general meeting**

##### **3.2**

At a general meeting, the following business is ordinary business:

- (a)
- adoption of rules of order;
- (b)
- consideration of any financial statements of the Society presented to the meeting;
- (c)
- consideration of the reports, if any, of the directors or auditor;
- (d)
- election or appointment of directors;
- (e)
- appointment of an auditor, if any;
- (f)
- business arising out of a report of the directors not requiring the passing of a special resolution.

#### **Notice of special business**

##### **3.3**

A notice of a general meeting must state the nature of any business, other than ordinary business, to be transacted at the meeting in sufficient detail to permit a member receiving the notice to form a reasoned judgment concerning that business.

### **Chair of annual general meeting**

#### **3.4**

The following individual is entitled to preside as the chair of a general meeting:

(a)

the individual, if any, appointed by the Board to preside as the chair;

(b)

if the Board has not appointed an individual to preside as the chair or the individual appointed by the Board is unable to preside as the chair,

(i)

the president,

(ii)

the vice-president, if the president is unable to preside as the chair, or

(iii)

one of the other directors present at the meeting, if both the president and vice-president are unable to preside as the chair.

### **Alternate chair of annual general meeting**

#### **3.5**

If there is no individual entitled under these Bylaws who is able to preside as the chair of a general meeting within 15 minutes from the time set for holding the meeting, the voting members who are present must elect an individual present at the meeting to preside as the chair.

### **Quorum required**

#### **3.6**

Business, other than the election of the chair of the meeting and the adjournment or termination of the meeting, must not be transacted at a general meeting unless a quorum of voting members is present.

### **Quorum for annual general meetings**

#### **3.7**

The quorum for the transaction of business at a general meeting is 3 voting members or 10% of the voting members, whichever is greater.

### **Lack of quorum at commencement of meeting**

#### **3.8**

If, within 30 minutes from the time set for holding a general meeting, a quorum of voting members is not present,

(a)

in the case of a meeting convened on the requisition of members, the meeting is terminated, and

(b)

in any other case, the meeting stands adjourned to the same day in the next week, at the same time and place, and if, at the continuation of the adjourned meeting, a quorum is not present within 30 minutes from the time set for holding the continuation of the adjourned meeting, the voting members who are present constitute a quorum for that meeting.

### **If quorum ceases to be present**

#### **3.9**

If, at any time during a general meeting, there ceases to be a quorum of voting members present, business then in progress must be suspended until there is a quorum present or until the meeting is adjourned or terminated.

### **Adjournments by chair**

#### **3.10**

The chair of a general meeting may, or, if so directed by the voting members at the meeting, must, adjourn the meeting from time to time and from place to place, but no business may be transacted at the continuation of the adjourned meeting other than business left unfinished at the adjourned meeting.

### **Notice of continuation of adjourned annual general meeting**

#### **3.11**

It is not necessary to give notice of a continuation of an adjourned general meeting or of the business to be transacted at a continuation of an adjourned general meeting except that, when a general meeting is adjourned for 30 days or more, notice of the continuation of the adjourned meeting must be given.

### **Order of business at annual general meeting**

#### **3.12**

The order of business at a general meeting is as follows:

- (a) elect an individual to chair the meeting, if necessary;
- (b) determine that there is a quorum;
- (c) approve the agenda;
- (d) approve the minutes from the last general meeting;
- (e) deal with unfinished business from the last general meeting;
- (f) if the meeting is an annual general meeting,
- (i)

receive the directors' report on the financial statements of the Society for the previous financial year, and the auditor's report, if any, on those statements,

(ii)

receive any other reports of directors' activities and decisions since the previous annual general meeting,

(iii)

elect or appoint directors, and

(iv)

appoint an auditor, if any;

(g)

deal with new business, including any matters about which notice has been given to the members in the notice of meeting;

(h)

terminate the meeting.

## **Methods of voting**

### **3.13**

At a general meeting, voting must be by a show of hands, an oral vote or another method that adequately discloses the intention of the voting members, except that if, before or after such a vote, 2 or more voting members request a secret ballot or a secret ballot is directed by the chair of the meeting, voting must be by a secret ballot.

## **Announcement of result**

### **3.14**

The chair of a general meeting must announce the outcome of each vote and that outcome must be recorded in the minutes of the meeting.

## **Proxy voting not permitted**

### **3.15**

Voting by proxy is not permitted.

**Matters decided at annual general meeting by ordinary resolution****3.16**

A matter to be decided at a general meeting must be decided by ordinary resolution unless the matter is required by the Act or these Bylaws to be decided by special resolution or by another resolution having a higher voting threshold than the threshold for an ordinary resolution.



## Part 4 — Directors

### Number of directors on Board

#### 4.1

The Society must have no fewer than 3 and no more than 7 directors.

### Election or appointment of directors

#### 4.2

At each annual general meeting, the voting members entitled to vote for the election or appointment of directors whose terms are expiring. The terms of office are two years for all directors, the term end date will alternate based on position to ensure board continuity.

Year 1

- Vice president
- Secretary
- Plot Registrar

Year 2

- President
- Treasurer
- Garden Maintenance

### Directors may fill casual vacancy on Board

#### 4.3

The Board may, at any time, appoint a member as a director to fill a vacancy that arises on the Board as a result of the resignation, death or incapacity of a director during the director's term of office.

### Term of appointment of director filling casual vacancy

#### 4.4

A director appointed by the Board to fill a vacancy ceases to be a director at the end of the unexpired portion of the term of office of the individual whose departure from office created the vacancy.

**Termination of a director****4.5**

A director's appointment may be terminated by the Board, if the director fails to attend two consecutive council meetings. If a director is terminated the board can appoint another director for the unexpired term in office.

**Pod Representatives****4.6**

Pod representatives are responsible for overseeing their assigned pod(s) and for supporting a friendly welcoming community. Pod representatives are appointed by the Board and have voting privileges at council meetings if they do not miss two consecutive meetings.

**Part 5 — Council Meetings****Calling council meeting****5.1**

A council meeting may be called by the president or by any 2 other directors.

**Notice of council meeting****5.2**

At least 7 days' notice of a council meeting must be given unless all the directors agree to a shorter notice period.

**Proceedings valid despite omission to give notice****5.3**

The accidental omission to give notice of a directors' meeting to a director, or the non-receipt of a notice by a director, does not invalidate proceedings at the meeting.

**Conduct of council meetings****5.4**

The directors may regulate the council meeting and proceedings as they think fit.

## **Quorum of directors**

### **5.5**

The quorum for the transaction of business at a council meeting is a majority of the directors.

## **Voting on motions**

### **5.6**

Any director may propose a motion for vote. Directors and pod reps who have not missed two consecutive meetings may vote to pass or reject the motion by a show of hands.

## **Part 6 — Board Positions**

### **Election or appointment to Board positions**

#### **6.1**

Directors must be elected or appointed to the following Board positions, and a director, other than the president, may hold more than one position:

- (a) president;
- (b) vice president;
- (c) secretary;
- (d) plot registrar;
- (e) garden maintenance;
- (f) treasurer;

### **Role of president**

**6.3**

The president is the chair of the Board and is responsible for facilitating the council meetings, liaison with Sooke Region Food Chi Society (Food Chi) and the District of Sooke

**Role of vice president****6.4**

The vice-president is the vice-chair of the Board and is responsible for carrying out the duties of the president if the president is unable to act. The vice president is required to hold a second position on the Board.

**Role of plot registrar****6.5**

The plot registrar is responsible for coordinating the collection of membership fees in the form of plot registrations every November. They are responsible for managing the waitlist throughout the season, supporting the pod representatives in upholding the plot holder guidelines.

**Role of garden maintenance coordinator****6.6**

The garden maintenance coordinator is responsible for overseeing maintenance items and coordinating volunteers.

**Role of secretary****6.7**

The secretary is responsible for doing, or making the necessary arrangements for, the following:

- (a) issuing notices of general meetings and directors' meetings;
- (b) taking minutes of general meetings and council meetings;
- (c)

keeping the records of the Society in accordance with the Act;

(d)

conducting the correspondence of the Board;

(e)

filing the annual report of the Society and making any other filings with the registrar under the Act.

### **Absence of secretary from meeting**

#### **6.8**

In the absence of the secretary from a meeting, the Board must appoint another individual to act as secretary at the meeting.

### **Role of treasurer**

#### **6.9**

The treasurer is responsible for doing, or making the necessary arrangements for, the following:

(a)

receiving and banking monies collected from the members or other sources;

(b)

keeping accounting records in respect of the Society's financial transactions;

(c)

preparing the Society's financial statements;

(d)

making the Society's filings respecting taxes.

## **Part 7 — Remuneration of Directors and Signing Authority**

### **Remuneration of directors**

**7.1**

These Bylaws do not permit the Society to pay a director remuneration for being a director, but the Society may, subject to the Act, pay remuneration to a director for services provided by the director to the Society in another capacity.

**Signing authority****7.2**

A contract or other record to be signed by the Society must be signed on behalf of the Society

(a)

by the president, together with one other director,

(b)

if the president is unable to provide a signature, by the vice-president together with one other director,

(c)

if the president and vice-president are both unable to provide signatures, by any 2 other directors, or

(d)

in any case, by one or more individuals authorized by the Board to sign the record on behalf of the Society.

**Part 8 - Plot Holder Guidelines****4.1 Allotment Garden Plot Users - PODS**

The numbers involved with the 90 plots and raised beds is close to 200 people. The allotment garden has 6 pods – see plot plan posted up near tool shed. There are four pod representatives to help oversee the gardens and handle any queries or concerns. Contact your pod representative if you need info or have suggestions. Your pod is like your neighbourhood – take a few minutes and say hello to those around you.

**SCG Council, Food Chi and orchard representatives** – are posted up on toolshed blackboards.

**Safety and Liability** - All SCG members must also be members of Food CHI to be covered for liability. Membership to Food Chi is included in your plot registration. Food CHI requires all plot gardeners and volunteers to have an orientation to SCG on the operation of equipment and tools, and the use of public spaces. A first aid kit is in the tool shed for minor injuries. For serious medical incidents a call to 911 or a trip to the medical clinic is advised. Users should exercise caution on windy days as branches may fall onto the site.. Out of Bounds Area - The western area of the garden closest to the slope is out of bounds for all members and visitors because the slope is unstable, see map:

<http://www.sunrivercommunitygardens.ca/uploads/1/3/4/6/134624833/srg-plot-plan-2021v2.jpg>

**Garden security** – when leaving please check to see tool shed is secured and tools put away. All gates must be closed to keep deer, rabbits and other animals out. If in doubt, play it safe and close the gates. Do not assume “somebody else” will do it.

#### **4.2 Allotment Plot and Raised Bed Rentals**

1. Plot and raised bed rentals are open to any resident of the Sooke Region. Raised beds are normally used for those with mobility issues.
2. Only one plot rental per household address is permissible. When a plot is being shared with someone, one person will be designated the “primary gardener” who will be responsible for that plot in accordance with these rules and guidelines.
3. A wait list will determine allocation of garden plots to plot holders on a first come, first serve basis. A potential plot holder cannot begin to work their plot until a SCG orientation

and membership with SCG and Food CHI is completed, and this user agreement (SCG Rules and Guidelines) has been read and signed.

4. No plot holder shall sublet or reassign their plot to another.
5. **Wait Lists** – are kept and managed by the SCG council throughout the year.

#### 4.3 Rentals and Fees – payable to Sunriver Community Gardens' Society

1. Plot rentals are for one calendar year, to be renewed each year and are non-refundable.
2. Fees:
 

a. Micro	\$60
b. Small – up to 250 square feet	\$70
c. Medium - 250 to 500 sq ft	\$80
d. Large – 500 to 750 sq ft**	\$90
e. Raised beds 4 x 8 ft	\$35
f. <b>** No plot shall exceed 750 square feet.</b>	
3. To reserve one's plot for the next calendar year the fee must be paid by November 30th of the previous year.
4. Notice for renewals shall go out each year to all plot holders during October of that year.
5. Wait list names will be contacted in January (or sooner), if plots are available.
6. Plots not cultivated and left weedy by May 1st will be reassigned to the wait list participants without refund of plot fee.
7. Should the plot look under utilized (less than 70% in food production) and/or weedy within the plot, or spilling into adjacent plots with invasives (mint, buttercup, raspberries, strawberries, borage, morning glory, bind weed etc.) by May 31st, the plot will be reassigned to wait list participants, without refund of plot fee.
8. If during the growing season, the plot becomes weedy or produce left unharvested, the plot holder will be notified to remedy the situation. If the plot holder has to be reminded



by email twice during the growing season, May to September, to keep weeds under control, and to show at least 70% of the plot in food production, to harvest produce in a timely manner, the plot will be reassigned to wait list participants without refund of plot fee.

9. If a plot holder is deemed by council to not uphold these guidelines, the opportunity to rent or maintain a plot at SCG will be revoked.

#### **4.4 Allocation of Plot Fees**

The funds raised from plot fees are managed and administered Sunriver Community Gardens.

Plot fee funds are to be used for:

- 1) Garden maintenance and equipment
- 2) Garden operations
- 3) Future site development and emergency repairs.

Note: As a general principle, funds for projects in the gardens outside of the allotment garden area are raised through grants and donations e.g. the orchard, native gardens , apple shack, apple festival.

#### **4.5 Use of Plots – growing, maintenance and harvesting**

The most important guideline for maintenance of plots is common sense. Whatever you do should have NO impact on plots next door or near to you – sprinklers, shade from growing structures or fruit trees, noxious weeds, pesticides, garbage, over ripe/rotten food not harvested, slug eggs, and no open compost piles within the plot.

1. Each plot should be numbered, and have clear boundaries marked that do not spill over into a pathway, or service lane. Your Pod rep will contact you if there are concerns about your plot.

2. Small cold frames and growing structures not to exceed 6'3" are encouraged. Due to safety and best practices, no glass or tires are permitted. Growing structures must be within your plot boundary and not cast shade on your neighbour's plot.
3. Gardeners are encouraged to use "best practices" – no chemicals, only organic fertilizers and organic slug baits, no pesticides, hand tools where possible - use hand tools to till and weed. Seed ground covers, practice soil amendments. Tools in the sheds are for all to use. Save seeds. Have fun.
4. Best practices include the management and containment of invasive weeds and plants.
5. Weed Control – One of the most significant pests in the gardens are weeds.  
Care must be taken to not let your weeds go to seed (e.g. thistle, dandelion, etc.) or creeping (buttercup, sorrel, etc.) thereby invading neighbouring plots, pathways or lanes. An effective way to manage weed growth is to turn over all the soil containing weeds, or alternately, do your hoeing during the hottest part of the day, when the sun can kill the roots of many noxious weeds.
6. In order to help with the overall care of the garden, we ask that you control the weeds around your plots as well (i.e. the chip paths) Keeping your plots clear of unwanted weeds will help to reduce the other major pest in the gardens...the ever present SLUGS!
7. Some food plants too can be invasive (e.g. raspberries, strawberries, etc.). You are requested to contain these plants. Raspberry roots travel quickly, and using a root barrier of some sort is required to control them. An example would be to use some recycled vinyl siding and sink it into the ground 12" around your raspberry patch.
8. It is common at times to have one's garden get a little out of hand. Remember, if you need help, call your pod rep. Don't give up if feeling overwhelmed.
9. By November 1 plots should be cleaned up, unless one has winter crops. If one lets their plot go for someone else to rent, plots must be cleared of stakes, growing structures, decorative rocks, etc. Make it easy for the next person.

10. Growing of Cannabis: plot holders may not grow cannabis in Sunriver Garden. This complies with the terms of the new B.C. Cannabis Control and Licensing Act which states that cannabis cannot be grown in a public space with public access. Please refer to link: <https://www2.gov.bc.ca/gov/content/safety/public-safety/cannabis>
11. All produce grown on the site cannot be sold commercially. All sales must be for and reinvested in the Sunriver Community Gardens and not for individual benefit.
12. All plot holders are welcome to use community composts, and SCG soil amendments - manures, leaves, grass clippings. Compost “ready to use” can also be used in moderation by the gardeners...be mindful of sharing all the easy-to-use soil amendment materials, donated by our Sooke Community.
13. Harvesting – any surplus food you have grown that is not consumed by your friends and family, please consider donations, check board for dates and times or email [sookesrg@gmail.com](mailto:sookesrg@gmail.com) . Weekly distribution of food is delivered to over 5 agencies in Sooke who support those in need. Real food is welcomed and enjoyed by many. If you are not able to harvest your plot, volunteers can offer assistance

#### **4.6 Water**

SCG is on the CRD water system and is billed once every 2 months. We are on a rate comparable to an agricultural rate, but water conservation is good to practice. We have 11 water stand pipes, and communal hoses. Pressure is not the best, but it works.

Water lines are installed 2’ under in the allotment garden; however water is turned off for winter months (late October to early November). Use the rain barrel at tool shed if you need some water, off season.

Should there be a concern that something is not working properly, contact your pod rep for action. If you know what is wrong, there are spare parts for hoses, taps, and connectors are in the tool shed.

1. no unattended or overnight watering/sprinkler use
2. please comply to CRD watering restrictions, posted on tool shed
3. do not water your neighbours plots without permission

#### **4.7 General Rules – kids, pets, fires, cob oven and orchard**

1. Young children (under 12) are welcome to visit SCG; however they must be supervised to ensure their safety. Children must not wander into other plots and pick berries or vegetables, or run around the pathways. Play areas with sand boxes are on site, with toys. Children are not allowed to enter the gated north end of the property, where the pond is located, unless under the constant supervision of a responsible adult.
2. Where plot holders bring in non-plot registered friends or others to assist in their plots (at any time) it is mandatory they become members of Sooke Region Food CHI Society. All volunteer/helpers are required to have Food CHI membership in order for them to have liability insurance coverage. A plot holder may not routinely hire another person to maintain the plot. Membership is included as part of your plot registration.
3. No Pets within the garden gates. If your pet is outside the garden gates and not in your vehicle, they need to be leashed or on a tie up rope and not frighten or inhibit people accessing the entrance gate.

4. Burning is permitted in bonfire areas behind gazebo, and in fire pits, but only when permitted by the District of Sooke's burning bylaws and ONLY by SCG members.
5. Small cooking fires are permitted anytime in the gazebo. Firewood is available in the woodshed, and normally there is kindling in gazebo, and hatchet, paper and matches in tool shed.
5. Cob oven – SCG users are welcome to use the cob oven.  
Follow posted instructions – use caution about not having too hot of a fire. Bread and pizza paddles are hanging on the post at the cob oven.
6. Orchard - Anyone wishing to volunteer to help with the care and maintenance of the orchard can contact Glen Thelin at [glensgardeningco@shaw.ca](mailto:glensgardeningco@shaw.ca). Seasonal fruit picking will be organized by the SCG Orchard Committee.
7. There will be NO posting of signs (political or business promotion) at the Sunriver Community Gardens – roadside or within the gardens.

#### **4.8 Communication**

Please email [sookesrg@gmail.com](mailto:sookesrg@gmail.com) for general queries or if you are unsure of whom to contact about a specific issue. You can generally expect a response within 48 hours.

Plot holders will receive communication from the SCG council, pod representatives and occasionally Food CHI by email, to undisclosed recipients. Email addresses will be kept private.

No member of the allotment garden shall solicit business or promote other non-SCG business by using Sunriver Garden email addresses.

All communication will be posted as well on Notice Board outside Tool Shed, recognizing not everyone reads or gets email. Normally all information regarding SCG is posted on the Sooke Food CHI's website <http://sookefoodchi.ca/sunriver-community-gardens/>.

Request for posting communication notices (i.e. non-profit) can be sent to [sookesrg@gmail.com](mailto:sookesrg@gmail.com).

#### **4.9 Non compliance to above Rules and Regulations**

In the event that a plot holder is not able to comply with any of the above guidelines, 2 representatives from the relevant pod shall meet with the person(s) to see how best to resolve the issue.

Should the issue not be resolved to the satisfaction of either one of the 2 parties, a representative from SCG council will meet with those involved parties and attempt to mediate a solution.

Should mediation fail, the plot holder's membership will be revoked for non-compliance with the user agreement and they will forfeit their plot. The plot will be available for reassignment through the wait list pool. **No refunds will be issued.**

#### **4.10 Amending the Plot Holder Guidelines**

The Society may update the plot holder guidelines as the need arises. Revisions to the guidelines will be presented at a council meeting for vote. If the revisions are passed, they will take effect on the date of the vote.

## **Schedule 2**

*(section 17)*

### **Reporting Society Provisions**

#### **Auditor**

**1**

The Society must have an auditor.

#### **Requirements for changing auditor**

**2**

At an annual general meeting, a resolution appointing an auditor, other than the incumbent auditor, must not be proposed unless

(a)

the incumbent auditor has declined reappointment, or

(b)

at least 14 days' written notice of the proposed resolution has been given to

(i)

all persons entitled to receive notice of the meeting, and

(ii)

the incumbent auditor.

#### **Comparative financial statements**

**3**

The financial statements of the Society must be prepared as comparative financial statements relating separately to

(a)

the period determined under section 35 (2) of the *Societies Act*, and

(b)

the preceding period, if any, in relation to which financial statements for the Society were prepared.

#### **Exception to requirement for comparative financial statements**

**4**

Despite Reporting Society Provision 3, the financial statements of the Society may deal with only the period determined under section 35 (2) of the *Societies Act* if the reason for doing so is set out in the financial statements.

#### **Providing financial statements and auditor's report to auditor and members**

**5**

At least 10 days before the date of each annual general meeting, the Society must send to the auditor and to each member a copy of

(a)

the financial statements that are to be presented at the meeting, and

(b)

the auditor's report, as defined in section 1 of the *Societies Act*, on those financial statements.

#### **Providing financial statements and auditor's report to security holder**

**6**

The Society, on request of a person holding a bond, debenture, note or other evidence of debt obligation, whether secured or unsecured, of the Society, must send to the person a copy of the Society's latest financial statements and a copy of the auditor's report, as defined in section 1 of the *Societies Act*, on those financial statements.