

Curbside Community Farms Cooperative

Rules of Association

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1. Definitions & Interpretations

1.1 Definitions

In these Rules of Association the following definitions apply.

- (a) **The Act**
The *Cooperative Association Act* of British Columbia, from time to time in force, and all amendments to it.
- (b) **Annual general meeting (AGM)**
The annual business meeting of the cooperative which includes all its members.
- (c) **The Association**
Curbside Community Farms Cooperative.
- (d) **Board, directors**
The current directors of the Association.
- (e) **Member**
A member of the Association.
- (f) **Ordinary resolution**
The means by which every motion is passed at an AGM unless special business is being conducted. Ordinary resolutions require a simple majority ($\frac{1}{2}$) of votes to pass.
- (g) **Regulation**
The *Cooperative Association Regulation* under the *Cooperative Association Act* of British Columbia and all amendments to it.
- (h) **Rules**
These rules and all amendments, additions, deletions or replacements from time to time in force and effect.
- (i) **Special business**
Any business covered at an AGM other than the business set out in Rule [4.1](#).
- (j) **Special general meeting**
A meeting of the general membership held at a time other than the AGM.
- (k) **Special resolution**
A resolution that is required to make certain significant decisions as specified by these Rules, which requires the motion be passed by a two thirds ($\frac{2}{3}$) majority vote.

1.2 Cooperative Association Act definitions apply

Subject to Rule [1.1](#), words and expressions defined in the Act, as they read on the date these Rules become applicable to the Association, apply to these Rules, with the necessary changes, so far as applicable.

1.3 Interpretation

Words in the singular form include the plural and vice versa and words importing a specific gender are inclusive of all other expressions of gender.

1.4 Cooperative Association Act governs

If there is a conflict or inconsistency between the Act and these Rules, the Act governs.

2. Membership

2.1 Open membership

Membership in the cooperative is open in a non-discriminatory manner to individuals that can use the services of the Association and are willing and able to accept the responsibilities of membership.

2.2 Application for membership

Individuals who are eligible for membership must complete an application for membership in the form provided by the Association for that purpose and pay for the minimum number of membership shares required under Rule [2.4](#).

2.3 Age qualification

To be eligible for membership in the Association, an individual must be at least 18 years of age.

2.4 Share requirement

All shares are designated as membership shares and each member must, as a condition of membership, subscribe to exactly one share.

2.5 Approval of application

The directors, or a person authorized by the directors to approve applications for membership, may approve or refuse an application for membership and may postpone consideration of an application for membership.

2.6 Effective date of membership

Membership is effective on the day that the application for membership is approved under Rule [2.5](#).

2.7 Membership classes

The Association has three classes of membership as set out below. Members may only join a single class; any person eligible for more than one class may choose which class they would like to join.

2.7.1 Worker Members

In addition to supporting the values and objectives of the Association, Worker Members support and carry out the daily operations of the Association. This includes, but is not limited to, the coordination and management of services, the organization of educational programs and community events, and the development of websites or other software systems.

Worker Members may be paid an appropriate wage as approved by the board. The Association will not pay labour patronage returns or dividends on shares.

a) Qualification for Worker Membership:

To qualify for this class, an individual must satisfy the requirements of the *Worker Member Policy* as established by the board, and either:

- i) Contribute a minimum of 5 hours of labour per week to the Association, or
- ii) Be deemed to play a sufficiently crucial role in the Association's core operations or strategic development according to unanimous vote by the board members of the Worker class.

b) Rights:

- i) Employment Priority: Given priority consideration for employment with the Association when paid work is available.
- ii) Governance: Entitled to elect two directors to the board.

c) Responsibilities:

- i) Operational Support: Providing the necessary, appropriate, and board-approved labour to support the operations of the Association, in accordance with the *Worker Member Policy*.

2.7.2 General Members

General Members support the values and objectives of the Association, use its services and products, and engage in its projects and activities. General Members may play a wide variety of roles from volunteering time, food, or skills and/or partaking in community programs of the Association.

a) Rights:

- i) Program Access: Entitled to access the Association's programs and resources, subject to availability and respective written agreements.
- ii) Governance: Entitled to elect two directors to the board.

b) Responsibilities:

- i) Fulfillment of Agreements: Supporting the mission of the Association by upholding commitments expressed in any agreements the members may have with the Association.
- ii) Honest feedback: Contributing to the mutual improvement of the Association's programs by providing honest feedback.

2.7.3 Land Share Members

Land Share Members are partners who support the Association's mission by providing access to land. This class is designed for individuals who share land with the Association under specific use agreements.

a) Rights:

- i) Respect: Entitled to clear communication regarding the use of land and the right to have their property treated with respect and in accordance with signed agreements.
- ii) Governance: Entitled to elect one director to the board.

b) Responsibilities:

- i) Fulfillment of Agreements: Supporting the mission of the Association by providing reliable access to the agreed-upon land as expressed in any agreements the members may have with the Association.

2.8 Withdrawal of membership

A member may withdraw from membership in the Association once each of the following conditions have been met:

- a) the member has given written notice to the directors of the member's intention to withdraw,
- b) the member, if they are a Worker Member (see Rule [2.7.1](#)), has surrendered their share certificate,
- c) the member has settled any outstanding debts or commitments to the Association, and
- d) the board has acknowledged receipt of the intention to withdraw and confirmed arrangements for any obligations by the member to the Association.

2.9 Effective date of withdrawal

The membership of a member ceases on the date that the last of the requirements of Rule [2.8](#) have been met.

2.10 Notice of death or bankruptcy of individual member

Notice to the Association of the death or bankruptcy of an individual member, or of the bankruptcy, liquidation, or dissolution of a member organization, has the same effect as a notice of intention to withdraw, and Rules [2.8](#), [2.9](#), [2.11](#) and [3.4](#) apply with the necessary changes, so far as applicable.

2.11 Effect of termination, withdrawal or other cessation of membership

- a) When a member withdraws from membership or a membership is terminated or ceases for any reason, all rights and privileges attached to membership cease except the right to require the Association to redeem the member's membership shares in accordance with Rule [3.4](#).
- b) The cessation of membership does not release the former member from any debts or obligations owed to the Association unless the instrument of debt or obligation states otherwise.

2.12 Termination of membership

The Association may terminate the membership of a member in accordance with the Act if, the member:

- a) has engaged in conduct detrimental to the Association and breached the Association's policies, code of conduct, or values, or
- b) has breached a material condition of an agreement with the Association and has not rectified the breach within a reasonable time after receiving written notice to do so from the Association, or
- c) the member has not paid money due to the Association within a reasonable time after receiving written notice to do so, or
- d) the member has not transacted any business with the Association for a period of three years.

2.13 Appeal of termination of membership

A member whose membership is terminated for a reason set out in Rule [2.12](#) may:

- a) appeal the termination in accordance with the Act, and
- b) if he or she does so, the member continues to be a member until the appeal is resolved at the general meeting to which the appeal is brought and the general membership confirms termination of membership by a simple majority.

3. Shares

3.1 Membership shares

The authorized share structure of the Association is set out in the *Memorandum of Association*. Each Community Member and Worker Member is required to subscribe to exactly one share for \$10.00.

3.2 Share certificates

The Association will issue share certificates in respect of membership shares.

3.3 Shares not transferable

Membership shares are not transferable.

3.4 Redemption of shares

Upon withdrawal, termination, or other cessation of membership, the former member's shares shall be redeemed by the Association, subject to the Act, within 60 days of the effective date of withdrawal and for the value defined in Rule [3.1](#). The Association reserves the right to limit the number of shares redeemed in a given year if the financial well-being of the Association is at risk.

3.5 Records

The Association must keep and maintain a register of members in accordance with the Act.

4. General meetings of the Association

4.1 Annual general meetings

- a) The Association must hold each of its annual general meetings at a time and place specified by the directors and within four months of the end of the financial year.
- b) At the first general meeting of the Association and at each annual general meeting the following business must be considered: report of the directors; financial statements; election or appointment of directors; appointment or waiver of appointment of an auditor; and the auditor's report, if applicable. All other business is considered special business.

4.2 Special general meetings

- a) The calling of a special general meeting by the directors, either on their own initiative or in response to a requisition by the members, will be in accordance with the Act and these Rules.
- b) The directors may determine the business to be conducted at special general meetings.

4.3 Secretary

At general meetings, the directors must ensure a secretary has been designated to record the minutes of all resolutions and proceedings.

4.4 Chair

At general meetings, the directors must ensure a chair has been designated to conduct the meeting.

4.5 Record date

The record date for any meeting of the Association is the 30th day before the date of the meeting. Only those members whose names were entered into the member registry on or before the record date are entitled to vote at the meeting.

4.6 Persons entitled to be present

- a) The only persons entitled to be present at a general meeting are those entitled to vote at that meeting.
- b) A person who is not entitled to vote may be present at the meeting on the invitation of the chair or with the consent of the members at the meeting.

4.7 Notice of meetings

The Association is required to provide notice of meetings to members as follows.

- a) In accordance with the Act, at least 7 days notice must be given to members of every general meeting of the Association.
- b) In accordance with the Act, at least 14 days notice must be given to members, and to the auditor of the Association, if any, of every annual general meeting and of every general meeting of the Association at which a special resolution will be passed.
- c) Notice and financial statements to be reviewed must be provided to members at least 14 days before the date set for the meeting.
- d) If special business is to be considered at a general meeting, the notice of the meeting must state the nature of the special business in sufficient detail to permit a member to form a reasoned judgment concerning the business.
- e) If a special resolution is to be proposed at a general meeting, the notice of that meeting must include the full text of the special resolution.
- f) If a general meeting is adjourned and set to be resumed within 30 days, it is not necessary to give notice of the next meeting other than by an announcement during the original meeting before it was adjourned.

- g) The accidental omission to give notice of a general meeting, or the non-receipt of notice by a member or person entitled to receive notices, does not invalidate any proceedings at that meeting.

4.8 Quorum

- a) While membership in the Association is less than 100 people, the quorum for a member's meeting will be 15%; when the Association membership is between 100 and 1000 people, the quorum will be set at 5%; when the membership is greater than 1000 people, the quorum will be set at 1%.
- b) Member quorum includes all members attending in person or by internet, phone or other digital form, as well as proxy voters.
- c) If, within one hour from the time appointed for a general meeting, a quorum is not present, the meeting stands adjourned.

4.9 Voting

- a) In the case of an equality of votes, the chair of a general meeting is not entitled to a second or casting vote, and the motion is lost.
- b) Proxy voting is permitted and shall be communicated on a form approved by the directors that includes the name of the member who is being represented, the name of the member who is authorized to vote on their behalf, the specific meeting for which the proxy is given, and any other information the directors deem appropriate as set out in policy.

4.10 Meetings via digital or other media

Meetings may be conducted through electronic media in such a manner that allows all members to communicate and participate freely and fully. Even if meetings are primarily conducted in person, the Association may permit members to participate and vote by telephone, conference call, email, or other communications medium in accordance with the Act and these Rules.

5. Directors & Meetings of Directions

5.1 Duties of directors

- a) The directors must manage the Association in accordance with the responsibilities, duties and powers set out in the Act, the Regulation, the *Memorandum of Association* and these Rules.
- b) Each member of the board of directors shall support the objectives of the Association.
- c) Each member of the board of directors shall represent their member class in good faith for the purposes of good governance.

5.2 Number of directors

- a) There shall be no more than:
 - i) Two board seats occupied by Worker Members;
 - ii) Two board seats occupied by General Members;
 - iii) One board seat occupied by Land Share Members.
- b) The total number of directors shall never be fewer than three.

5.3 Tenure

- a) Directors serve for a two year term.
- b) Directors may stand for re-election, up to an indefinite number of terms.

5.4 Quorum

Quorum for the board is the majority of the total number of directors that held office at the end of the most recent AGM.

5.5 Vacancies

- a) If a board vacancy does not affect quorum as described in [5.4](#) the board may continue to function without filling the vacancy or may appoint a member to fill the vacancy until the next AGM.
- b) If the number of directors is less than quorum or less than the minimum n, the board must call a general meeting to elect a new director.

5.6 Removal

The Association may by special resolution remove any director before the expiration of his or her term of office and may by an ordinary resolution fill the vacancy created by the removal.

5.7 Scheduling of board meetings

- a) Directors will decide by mutual agreement on the dates, times, and places of each board meeting.
- b) The board may, by resolution, appoint a day or days in any month or months for regular board meetings at the places and times specified by the board. Once this resolution is sent to each director no other notice of subsequent meetings is required.
- c) If there is urgent business, the president of the Association may call a meeting of the directors by giving each director at least 48 hours written or oral notice of the meeting.

5.8 Means of participation in meetings of directors

A director may participate in a meeting of the directors or of any committee of the directors by means of telephone or other communications medium in accordance with the Act.

5.9 Transaction of business without a meeting

- a) A resolution of the directors may be passed without a meeting in accordance with the Act and these Rules.
- b) A resolution referred to by Rule [5.9\(a\)](#) is effective from the date specified in the resolution, but that date must not be before the day on which the last director consents in writing to the resolution.

5.10 Decision-making process

Questions and tensions arising at any meeting of the directors will be decided by integrative consent as outlined in the *Integrated Consent Process Document*.

5.11 Officers

- a) The board must appoint, by resolution, a president and a vice president of the Association from among the directors.

- b) The board may appoint other officers as needed.
- c) Two or more offices of the Association may be held by the same individual.
- d) Subject to the Act, the board may specify and/or limit the terms, responsibilities, powers and duties of officers.

5.12 Minutes of directors meetings

Minutes of the proceedings must be kept for all meetings of the directors.

5.13 Committees

- a) The board may, by resolution, appoint one or more committees of directors (and non-directors) delegated to exercise the powers authorized by the board and the Act.
- b) Any committee so formed must conform to any Terms of Reference that may from time to time be provided by the board and shall report to the board.
- c) The board may vary, add to, or limit the Terms of Reference of any committee of directors.

5.14 Conflict of Interest

The directors and officers of the Association are governed by the disclosure and conflict of interest Rules set out in the Act.

5.15 Indemnification of directors and officers

Subject to the Act, the Association must indemnify the directors and officers in accordance with the Act.

6. Financials

6.1 Borrowing powers

The directors may, for purposes of the Association and on its behalf:

- a) borrow or raise money in the manner and amount, from various sources, on terms and conditions as appropriate, and/or
- b) issue notes, bonds, debentures and other debt securities, as they consider appropriate.

6.2 Investment powers

Subject to any limitations adopted by the directors, and, if applicable, to Rule [6.1](#), the directors may invest the funds of the Association in the manner they consider appropriate.

6.3 Limitations on investing

- a) The directors must not invest any of the funds of the Association over \$5,000 at any one time without the prior approval by special resolution of the members or unless arrangements have been made for ongoing investments, such as to a trust fund.
- b) The Association must not provide loans on the security of its shares.

6.4 Auditor

Subject to and in accordance with the Act, the directors must appoint the first auditor and the Association must appoint subsequent auditors, if any. The duties and rights of the auditor are governed by the Act.

6.5 Accounting records

The directors must ensure accounts are kept in accordance with the Act, such that they are readily accessible to the membership.

6.6 Financial year

The financial year of the Association ends on December 14th of each year.

6.7 Use of surplus funds

The directors must apply surplus funds arising from the operation of the Association in a financial year as follows:

- a) first, to the reserves as required by Rule [6.8](#),
- b) next, to retire all or a portion of any deficit previously incurred by the Association, as the directors determine appropriate, and
- c) finally, to any other purposes the board may recommend.

6.8 Reserves

The directors must set aside as reserves for meeting contingencies at least 10% of the surplus funds arising from the operations of the Association in each financial year as stated in the Act.

6.9 Application of reserves

Subject to the Act and these Rules, reserves must be available to meet contingencies and until required for that purpose may be employed in any manner the directors consider appropriate.

6.10 Association will not issue patronage returns or dividends

As a non-profit, community service co-op, the Association will not distribute patronage funds or dividends to its members.

7. Dispute resolution

7.1 Resolution by policy

Disputes external to the board, or between directors and other members of the Association, shall be resolved according to policies developed by the board.

7.2 Creating new policies

In the event of a dispute for which no appropriate policy exists, the board shall do its best to develop one that is thoughtful, fair, and completed promptly.

8. Notices

8.1 Notices from the Association

Unless otherwise specified in the Act or these Rules, any notice required to be served by the Association to a director, member, or any other person must be in writing or by email and is sufficiently given if it is:

- a) delivered personally,

- b) delivered to the person's last known address as recorded in the Association's register of members or other record of the Association,
- c) mailed to the person's last known address, as recorded in the Association's register of members or other record of the Association,
- d) emailed to the person's last known email address provided to the Association by the individual,
- e) communicated via a digital channel that is deemed reasonable by the board, or
- f) served in accordance with the Act.

8.2 Notices to the Association

Unless otherwise specified in the Act or these Rules, any notice required to be given to the Association must be in writing or by email and is sufficiently given if it is:

- a) delivered to the registered office of the Association,
- b) mailed to the registered office of the Association,
- c) delivered to the Association's official email address, or
- d) served in accordance with the Act.

8.3 Deemed receipt

- a) A notice that is hand-delivered in accordance with Rules [8.1\(a\)](#), [8.1\(b\)](#), [8.1\(e\)](#) or [8.2\(a\)](#) is deemed received when it is delivered.
- b) A notice that is sent via letter mail in accordance with Rules [8.1\(c\)](#) or [8.2\(b\)](#) is deemed received on the fifth day, not including Saturday and holidays, after the date of mailing.
- c) A notice that is sent via email in accordance with Rules [8.1\(d\)](#) or [8.2\(c\)](#) is deemed received on the second day, not including Saturday and holidays, after the date of mailing.

8.4 Computation of time

In computing the date when notice must be given under any provision requiring a specified number of days, notice of any meeting or other event, the date of giving notice must be excluded and the date of the meeting or other event must be included.

8.5 Undelivered notices

If a mailed or emailed notice is returned or has failed to deliver on two consecutive occasions because the intended recipient cannot be found, the Association is not required to give any further notices to that intended recipient until the intended recipient informs the Association in writing of his or her new address.

8.6 Omissions, non-receipt and errors

The accidental omission to give a notice to, or the non-receipt of a notice by, a member, director, officer, auditor, or member of a committee of the board, or an error in a notice that does not affect the substance of it, does not invalidate any action taken at a meeting held in accordance with, or otherwise founded on, that notice.

8.7 Persons who become entitled to shares of another are bound by all notices

A person who, by operation of law, death of a member, or any other means, becomes entitled to a share in the Association is bound by every notice in respect of the share that has been duly given to the member from whom that person derives title to the share, including notices sent before the person furnished the Association with the proof of authority or evidence of their entitlement.

9. Seal & Execution of Documents

9.1 Seal

The Association will not have an official seal.

9.2 Who may execute/sign documents

Documents and other instruments may be signed by the directors, officers, or other persons authorized by resolution of the directors.

10. Dissolution & Amendment of the Rules

10.1 Dissolution

In the event of the dissolution of the cooperative for whatever reason and in whatever manner, if there remains any property after satisfactory payment of all liabilities, including member shares and loan, that surplus shall be paid to an organization or co-op with similar aims and values.

10.2 Amendment to Rules

Any amendments to the *Memorandum of Association* or these Rules must be made by special resolution at a general meeting of the Association in accordance with the Act and these Rules.