

ACRE BY-LAWS



Adopted by Action Chelsea for the Respect of the Environment (ACRE)

On (day) (month) (year)

Modified on (day) (month) (year)

ARTICLE 1: GENERAL

1.1 Name and Status of Company

The Company known as ACRE (Action Chelsea pour le Respect de l'Environnement / Action Chelsea for the Respect of the Environment) is a volunteer based non-profit charitable conservation organisation.

1.2 Interpretation

The following definitions apply in these By-Laws and all documents made under these By-laws, unless the context indicates otherwise:

- 1.2.1 "Act" means "C-38-Companies Act, Part III (R.S.Q., chap. C-38),
- 1.2.2 "Annual General Meeting" means the meeting of the Members held annually for the purpose of electing the directors, receiving a report on the activities of the Company and the financial statements, as well as dealing with any other matter or concern to the Company and its Members;
- 1.2.3 "Board " means the Directors grouped together at a decision-making meeting of the Company;

- 1.2.4 "Directors" means the directors of the Company;
- 1.2.5 "Financial year" means the operational year of the Company determined by ordinary resolution of the Board;
- 1.2.6 "Land Trust" means a non-profit registered charitable organization whose purposes include the conservation of lands and waters through direct ownership or the holding of conservation servitudes;
- 1.2.7 "Member" means a member in good standing of the Company;
- 1.2.8 "Officer" means a director who performs the functions defined by the By-laws of the Company;
- 1.2.9 "Ordinary Resolution" means a resolution passed by at least fifty percent (50%) plus one vote;
- 1.2.10. "President" means the officer elected by the Board to occupy this position;
- 1.2.11 "Special General Assembly" means an assembly of Members held to deal with a specific matter;
- 1.2.12 "Special Resolution" means a resolution passed by at least two-thirds of the votes; and
- 1.2.13 "Volunteer" persons who contribute their time, expertise or resources to the Company's mandate and activities without remuneration.

1.3 Amendments to the By-laws

- 1.3.1 The Board may recommend to the General Assembly amendments to the By-laws of the Company. Written notice of the recommended or proposed amendments must be provided to Members at least thirty (30) days before a vote on the resolution occurs.
- 1.3.2 Amendments to the By-laws will only be made if approved by a Special Resolution of Members at a Special General Assembly.

1.4 Board

The Board is responsible for the sound operational, financial and administrative management of the Company.

1.5 Language of use

The Company's official languages are French and English, and it communicates with the Public in both languages. Public presentations may be in French or English. Internal communications, including meeting minutes, resolutions, policies, and other administrative and corporate documents are in French

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1.6 Headquarters

The Company's head office is located in the MRC des Collines-de-l'Outaouais, at the location and mailing address designated by the Board. Notices to the Company may be delivered to the Company's head office by ordinary mail, or email.

ARTICLE 2: MANDATE

2.1 The mandate of the Company is to:

- 2.1.1 promote protection of the environment and ecological integrity of Chelsea; and other municipalities that are located next to the Gatineau Park;
- 2.1.2 encourage the understanding of the significance of maintaining the ecological integrity and environmental protection and their importance in improving the quality of life in the community and surrounding areas;
- 2.1.3 document and track the ecological value of the lands in Chelsea and the lands surrounding the Gatineau Park;
- 2.1.4 advise municipalities and citizens on environmental and conservation sustainability;
- 2.1.5 promote public education, awareness and events related to conservation and environmental protection;
- 2.1.6 foster collaboration with municipalities and citizens in matters related to its mandate;
- 2.1.7 promote the conservation of the quality and quantity of drinking water and the protection of wetlands;
- 2.1.8 partner with individuals, corporations, other non-profit organizations and governments at all levels to protect natural areas by securing properties (through donation, purchase, conservation agreements, conservation servitudes, and the relinquishment of other legal interests in land) and manage them for the long term, with the aim of preserving natural areas, and protecting ecosystems and the environment in the community and surrounding areas; and
- 2.1.9 make efforts to ensure that ecologically sensitive land acquired by the Company will be stewarded for conservation purposes in perpetuity.

- 2.2 The Company's mandate as a Land Trust includes the acquisition and conservation in perpetuity of ecologically significant lands in the municipality of Chelsea and other municipalities surrounding the Gatineau Park. The Company is committed to making continuous progress towards the implementation of standards and best practices, (such as the Canadian Land Trust Standards and Practices 2005 as may be amended from time to time), which provide ethical and technical guidelines for the responsible operation of Land Trusts.

ARTICLE 3: VALUES

The Company promotes civic values of democracy, participation, solidarity and respect for citizens. It also operates with integrity, respect for the environment and landowners, collaboration and recognition of Indigenous history on the land while promoting a positive culture of volunteerism.

ARTICLE 4: ETHICS AND CONDUCT

- 4.1 The Board oversees the ethics and conduct of the Company and the Members.
- 4.2 A Member's membership may be suspended or terminated by the Board if the Member acts in a manner that is contrary to the ethics and acceptable conduct of the Company as set out in the Code of Conduct.

ARTICLE 5: OPERATIONAL POLICY FRAMEWORK

- 5.1 The Company may fulfill its mandate under policies that are adopted by the Board.
- 5.2 The Company's policies may address matters related to:
- 5.2.1 governance of the Company;
 - 5.2.2 community engagement;
 - 5.2.3 management of the Company's property;
 - 5.2.4 financial administration;
 - 5.2.5 acquisition and sale of lands;
 - 5.2.6 environmental stewardship and protection; and
 - 5.2.7 any other matter related to the good governance, operation and mandate of the

Company.

5.3 The Policies of the Company are reviewed periodically by the Board and evolve over time.

ARTICLE 6: MEMBERSHIP ORGANIZATIONAL STRUCTURE

6.1 Membership Status

- 6.1.1 The Company is an organization of Members who are individual persons. 6.1.2 The Company has one (1) category of Member.
- 6.1.3 Membership is only available to individuals who wish to participate in the mandate of the Company and whose membership application has been accepted by resolution of the Board or in any other manner determined by the Board, and who have paid the annual membership fee.

6.2 Rights and privileges of Members

Members have the right and privilege to:

- 6.2.1 nominate and vote on selection of Directors of the Company;
- 6.2.2 be informed of the affairs of the Company;
- 6.2.3 receive notice of, attend and vote on all meetings of the Members of the Company, subject to the Articles;
- 6.2.4 call an extraordinary meeting if at least 10% of the Members of the Company send written notice to the secretary of the Company outlining the purpose of the meeting;
- 6.2.5 speak at meetings of the Membership; and
- 6.2.6 receive the financial statement of the Company and approve the report of the Board at least once per year.

6.3 Obligations of Members

A Member shall

- 6.3.1 pay the annual membership fee of \$20.00 by making payment in the manner determined by the Treasurer;
- 6.3.2 not participate in a vote at a meeting of the Company or otherwise participate in the governance of the Company unless Member has paid the annual membership fee; and

6.3.3 respect the values, mandate and objectives of the Company.

6.4 Withdrawal

Any person can withdraw from the Membership of the Company at any time by advising the Secretary of the Company.

6.5 Membership Admission, Suspension, Termination

- 6.5.1 The Secretary is responsible for receiving applications for membership and confirming that a person's application meets the admission criteria.
- 6.5.2 The Board may suspend or expel a Member from the Company if the Board determines that the Member acts in a manner contrary to the provisions of the Letters Patent, By-laws, policies and mandate of the Company, or acts in a manner that undermines the integrity, objectives or operations of the Company.
- 6.5.3 In the event that the Board determines that a Member should be expelled or suspended from the Company, the President, or such other officer as may be designated by the Board, shall provide twenty (20) days notice of the suspension or expulsion to the Member and shall provide reasons for the proposed suspension or expulsion.
- 6.5.4 The Member may make written submissions to the President, or such other officer as may be designated by the Board, in response to the notice received within such twenty (20) day period.
- 6.5.5 In the event that no written submissions are received, the President, or such other officer as may be designated by the Board, may proceed to notify the Member that the Member is suspended or expelled from Membership in the Company. If written submissions are received, the Board will consider such submissions in arriving at a final decision and shall notify the Member of their final decision within a further twenty (20) days from the date of receipt of the submissions.
- 6.5.6 The decision shall be final and binding on the Member, without any further right of appeal.
- 6.5.7 A person's membership in the Company and any associated rights related to the Company ends upon the:
 - 6.5.7.1 death or resignation of the Member;
 - 6.5.7.2 termination of the membership in accordance with the By-laws and policies of the Company;

- 6.5.7.3 expiration of the persons' membership period; or
- 6.5.7.4 liquidation or dissolution of the Company.

6.6 Members' Meetings

6.6.1 General Assemblies

- 6.6.1.1 The Annual General Assembly of the Company shall occur once per year.
- 6.6.1.2 A Special General Assembly may occur when convened by the Board or when 10% of the Members of the Company so request.
- 6.6.1.3 A request from Members to convene a Special General Assembly shall include the issues to be addressed and whether a vote is proposed. The request must be sent to the Secretary who will send a meeting notice to all Members.
- 6.6.1.4 Only the issues that were included in the request and that appear in the meeting notice may be considered and voted upon at a General Assembly.
- 6.6.1.5 Each Member is entitled to one vote at a General Assembly of the Company. The right to vote takes priority over a right to speak at the meeting.
- 6.6.1.6 Amendments to the Letters Patent and By-Laws of the Company may be recommended by the Board and require approval by a special resolution of Members at a Special General Assembly of the Company.
- 6.6.1.7 The Members at a General Assembly may decide to consider matters in camera with only Members being present when the circumstances justify or require it.
- 6.6.1.8 The dissolution of the Company and the associated devolution of its assets can occur by a Special Resolution of Members at a Special General Assembly when there are at least 40% of members present at the meeting.

6.6.2 Annual General Assembly

Within one hundred and twenty (120) days following the end of each financial year, the Annual General Assembly will be held to:

- 6.6.2.1 adopt the minutes of the previous Annual General

Assembly;

6.6.2.2 propose strategic and action plans for the following year.

6.6.2.3 establish or abolish working committees;

6.6.2.4 receive the report from the finance officer;

6.6.2.5 confirm the Membership fee; and

6.6.2.6 select the Directors of the Board.

6.6.3 Notice of General Assemblies

6.6.3.1 The Secretary convenes General Assemblies by sending notice and copy of the agenda via email, or any other means to Members at their last known electronic or municipal address no less than 14 days before an Annual General Assembly occurs, and no less than seven (7) days before a Special General Assembly occurs.

6.6.3.2 Subject to unforeseen or exceptional circumstances, the notice of meeting must contain the date, time, place of the meeting as well as the agenda. The Notice should also advise Members where they may inspect any documents associated with the matters on the Agenda.

6.6.3.3 As long as there is quorum at a General Assembly, an accidental omission to send the notice of meeting to one or more Members or the non-receipt of a notice does not have the effect of rendering null the holding of the meeting, nor the resolutions adopted therein.

6.6.4 Quorum

Unless otherwise provided in these by-laws, quorum at a general meeting is 10% of the Company's Members or ten Members, whichever is greater. If a quorum is present at the opening of a meeting of Members, the Members present may proceed with the business of the meeting and vote even if a quorum is not present throughout the meeting.

6.6.5 Voting

6.6.5.1 Decisions of the General Assembly are made by consensus. However, if a consensus is not possible, decisions can be made by an Ordinary

Resolution unless otherwise indicated in these By-laws.

- 6.6.5.2 Votes are taken by show of hands. However, if a Member requests that a secret vote be conducted, the Secretary and the President will act as scrutineers and will conduct the holding and counting of the votes.
- 6.6.5.3 Voting by proxy is allowed as long as the validity of the proxy can be confirmed.
- 6.6.5.3 Abstentions do not count in calculating the majority of votes in a vote.
- 6.6.5.4 Votes shall be determined by an ordinary resolution unless otherwise provided in these By-laws.

6.6.6 Meeting Rules

The President and the Secretary are responsible to chair, organize any votes, and ensure the smooth running and generally conduct the proceedings in all respects of the General Assembly. These responsibilities may be delegated to another person for a particular meeting.

6.6.7 Election of Directors

- 6.6.7.1 The Members shall elect a minimum of three (3) and a maximum of nine (9) Directors of the Company.
- 6.6.7.2 A Director's term is (2) two years.
- 6.6.7.3 There is no limit on the number of terms a Director can serve the Company.

6.6.8 Election procedure.

- 6.6.8.1 Members shall elect the Directors of the Company during the Annual General Assembly. Members may also elect a Director at a Special General Assembly if necessary to replace a Director who has resigned or has been dismissed.
- 6.6.8.2 Each nomination must be proposed by one Member and seconded by another. A nomination can be by written proxy. However, a written proxy nomination must be seconded by another Member present at the General Assembly.
- 6.6.8.3 The President will ask each person if they accept the nomination and the Members shall elect the Directors by Ordinary Resolution.

6.6.9 Members' Meetings Held by Electronic Means

Meetings of Members may be held by telephone, video conferencing or other electronic means that permits all participants to communicate adequately with each other during the meeting.

ARTICLE 7: THE BOARD OF DIRECTORS

- 7.1 The Board of Directors (the Board) is composed of a minimum of three (3) Directors and a maximum of nine (9) Directors.
- 7.2 The Board's responsibilities include:
- 7.2.1 leading, managing and making decisions on behalf of the Company in the delivery of its mandate;
 - 7.2.2 developing and recommending to the General Assembly any necessary changes to the Company's Letters Patent and By-Laws;
 - 7.2.3 developing, updating and implementing Company policies on the operations of the Company and the delivery of its mandate;
 - 7.2.4 attending to the organizational development of the Company;
 - 7.2.5 co-ordinating the actions of the Company;
 - 7.2.6 establishing any necessary ad hoc committees and working groups to provide advice or carry out the mandate of the Company;
 - 7.2.7 engaging external resources and expertise as may be required to advise the Board or assist in the carrying out of the mandate of the Company - for example, in the scientific, legal, financial, real estate and communications fields;
 - 7.2.8 reaching out and working with the community and organizations that share or complement the mandate of the Company;
 - 7.2.9 reporting to the General Assembly on the progress of work related to the Company's mandates;
 - 7.2.10 approving Membership applications;
 - 7.2.11 attending to the good management of the affairs and finances of the Company; and
 - 7.2.12 representing and speaking on behalf of the Company with the public, media, funders, Members and other persons interested in the Company.

7.3 Directors Meetings

- 7.3.1 The Board decides on the frequency, duration and mode of its meetings.
- 7.3.2 The President or 25% of the Directors can convene a Board meeting.
- 7.3.3 The quorum at meetings of the Board is 50% plus one of its members.
- 7.3.4 The Board may operate on an interim basis in the absence of a Director who resigns, or whose position has been suspended or terminated, until the position is filled by the Members at a Special General Assembly or at the Annual General Assembly.

7.4 Notice of Directors Board Meeting

- 7.4.1 The Secretary or President shall convene Board meetings by sending each Director a notice by email or by any other means, at least five (5) days before the scheduled date or as may be agreed upon by the Board. The notice sets out the date, time, place and agenda of the meeting.
- 7.4.2 A meeting of the Board can be held at any time, without the notice of meeting mentioned above, as long as there is quorum at the meeting and all Directors have been notified electronically or by other means.

7.5 Voting at Board Meetings

- 7.5.1 The Board strives to make decisions on consensus. If consensus is not possible, then except as otherwise provided in these By-laws, decisions are put to a vote and adopted by an ordinary resolution of the Directors in attendance at the meeting.
- 7.5.2 Resolutions and decisions made at meetings are recorded in the Minutes of the meeting.
- 7.5.3 Directors may vote on any resolution before the Board in absentia by signing a written resolution or by communicating their vote in writing to the Secretary. A Director may also appoint a proxy to act on a particular issue and provide notice of the proxy to the Secretary in writing.
- 7.5.4 Votes may be taken by secret ballot if requested by a Director present at the meeting. If no such request is made then the vote may be taken by a show of hands to demonstrate approval, objection or abstention.
- 7.5.5 A declaration by the President or the chair of the meeting that a resolution has

been carried and an entry to that effect in the minutes indicating as such is sufficient proof of the vote whether or not the number of votes in favor or against the resolution is recorded in the minutes.

- 7.5.6 Resolutions may be passed between Board meetings by electronic means, with a written notice to all Directors, following the same procedures described above. Electronic notification shall be considered sufficient to pass or fail such a motion.

7.6 Directors Responsibilities

- 7.6.1 Directors assist in the responsibilities of the Board.
- 7.6.2 Members of the Board are not remunerated for their services as Directors. However, a Director may be reimbursed for the costs and expenses incurred in the performance of his mandate as approved by the Board.

7.7 Conflict of Interest

- 7.7.1 Directors shall not place themselves in a situation of conflict or appearance of conflict between their personal interest and their responsibilities to the Company as a Director. A personal interest could be pecuniary, partisan, direct or indirect or otherwise.
- 7.7.2 In exceptional circumstances, a Director may contract with the Company and be paid for services rendered that are independent from their duties as a Director. Before any such services are provided, there shall be full disclosure and approval of the services to be rendered by the Director, why the work is necessary, why the Director is being considered for the work, the amount of payment, and whether there are others available to do the work.
- 7.7.3 Directors shall notify the Board of the nature and value of any direct or indirect interest they have in an association or a company that may place them in a conflict of interest or appearance of conflict of interest.
- 7.7.4 Directors shall abstain from voting on any matter in which they have a conflict of interest or the appearance of a conflict of interest. The abstention shall be recorded in the minutes of the Board meeting when the vote occurs.
- 7.7.5 A Director's term ends after two years. There is no limit on the number of terms a Director may hold office.
- 7.7.6 A Director may resign before the end of the Director's two (2) year term by submitting a written resignation to the executive of the Board. A Director who resigns ceases to be part of the Board, hold office, perform any executive functions, receive information, or otherwise engage as a Director.

7.7.7 A Director may be suspended by a Special Resolution of the Board if the Director is negligent or fails to perform the duties of a director in a manner that respects the Company's mandate, Letters Patent, By-laws, or Policies, or in a manner that compromises the Company's best interests, integrity or reputation as follows:

7.7.7.1 Upon a Special Resolution of the Board, the question of the removal of a Director from the Board shall be placed on the Agenda of the next Board meeting;

7.7.7.2 The Director under consideration for removal shall be provided with a written explanation for the proposed termination at least two weeks prior to the Board meeting when the Director's removal will be considered. The Director will be given the opportunity to make written and oral presentations to the Board; and

7.7.7.3 If the Special Resolution vote to remove the Director passes, then the Director shall be immediately suspended until a Special General Assembly of Members can be held. This Special General Assembly shall be held within three (3) months of any such suspension.

ARTICLE 8: OFFICERS OF THE COMPANY

8.1 At its first meeting following the Annual General Assembly, the Board shall elect a President, Secretary, and Treasurer.

8.2 Responsibilities of the President:

The President:

8.2.1 oversees the overall operation, administration and development of the Company;

8.2.2 reports to the Board and the Members on the operations of the Company;

8.2.3 oversees the implementation of the Company's policies and procedures;

8.2.4 acts as a spokesperson for the Company in interactions and relations with the public, funders, Members, media, other organizations and governments;

8.2.5 follows-up on decisions of the Board and the General Assembly and ensures that they are implemented;

8.2.6 delegates the aforementioned responsibilities to another officer in his or her absence or for any other reason for a specified period;

8.2.7 is an *ex-officio* Member of all Committees established by the Board; and

8.2.8 is a signing officer of the Company.

8.3 Responsibilities of the Secretary

The Secretary:

- 8.3.1 prepares or oversees the preparation and safe-keeping of meeting minutes of the Board and the General Assembly;
- 8.3.2 ensures the safe-keeping of all important correspondence, contracts, records or other documents of the Company;
- 8.3.3 prepares or oversees the preparation of a registry of Members, Directors and any committee of the Company;
- 8.3.4 is a signing officer of the Company;
- 8.3.5 receives applications for Membership and confirms that the admission criteria are met, and recommends to the Board applications for Membership;
- 8.3.6 assists in the reporting to the General Assembly; and
- 8.3.7 sends notices of meetings of the Company.

8.4 Responsibilities of the Treasurer

The Treasurer:

- 8.4.1 ensures that full and accurate accounts of all receipts and disbursements of the Company are kept in proper books of accounts and that all monies are deposited in Company's Bank which is designated by the Board;
- 8.4.2 reports on the financial position of the Company to the Board on a regular basis or whenever directed by the Board;
- 8.4.3 co-approves with the President expenses and liabilities of the Company in accordance with the By-laws and the Company's policies and practices;
- 8.4.4 signs cheques, makes electronic transfers of approved payments and deposits money into the bank accounts of the Company;
- 8.4.5 ensures that financial reports are prepared in an accurate and transparent manner and that they meet generally accepted accounting principles and any legal requirement under the laws of Quebec;
- 8.4.6 assists in preparing grant and other funding applications;

- 8.4.7 is a signing officer of the Company; and
- 8.4.8 attends to and presents the annual audit report of the Company at the Annual General Assembly or engages professional services to perform this function.

ARTICLE 9: ADMINISTRATIVE AND FINANCIAL MANAGEMENT

9.1 Financial year

The Company's financial year is determined by the Board.

9.2 Signing Documents

- 9.2.1 Transfers, assignments, contracts, obligations and other instruments requiring execution by the Corporation may be signed by any two (2) of its officers or directors, when authority for such execution has been granted by the Board.
- 9.2.2 The Board may from time to time direct the manner in which and the person or persons by whom a particular document or type of document shall be executed.
- 9.2.3 Any signing officer may certify a copy of any instrument, resolution, the By-laws or other document of the Corporation to be a true copy thereof.

9.3 Accounting Records

- 9.3.1 The Treasurer maintains the accounting records which include the Company's income, expenses, assets, liabilities and obligations that have a financial impact on the Company.
- 9.3.2 With the approval of the Board, the Treasurer may engage the services of a bookkeeper or accountant to assist in maintaining the financial records and to attend to the financial matters of the Company.
- 9.3.3 Invoices, contracts, and other documents pertaining to the finances of the Company will be retained by the Treasurer in a secure location where they can be accessed should the need arise in the future.
- 9.3.4 The accounting records and related documents are kept and updated by the Treasurer. The Records may be maintained electronically.
- 9.3.5 The accounting records can be reviewed at any time by any Member of the Board.

9.4 Borrowing Powers of the Company

The Board may authorize the Company by a Special Resolution to:

- 9.4.1 borrow money on the credit of the Company;
- 9.4.2 subject to article 9.5 of these By-laws, mortgage the lands of the Company or otherwise encumber the immovable property of the Company

9.5 Sale or Transfer or Encumbrance of Donated Lands

The Company will not sell, transfer or mortgage lands that were donated to the Company, or purchased with funds that were donated to the Company for the purpose of protecting those lands, unless authorized by a Special Resolution of Members at a Special General Assembly, and:

- 9.5.1 the lands are not ecologically significant as determined by an independent expert, or
- 9.5.2 the lands are being transferred to another land trust organization that will protect the ecological status of the lands in accordance with any land transfer policies of the Company.

ARTICLE 10: CHARITABLE AND RELATED STATUS OF COMPANY

10.1 Registration with the Canadian Revenue Agency

- 10.1.1 The Company is registered as a charitable organization with the Canadian Revenue Agency and can issue donation receipts.
- 10.1.2 The Board is responsible for oversight of the Company's registration and fundraising compliance obligations to maintain the charitable status of the Company.

10.2 Ecological gifts

- 10.2.1 The Company is an eligible recipient of Ecological Gifts and encourages donors of land to participate in the Ecological Gifts Program and other programs of various levels of government that provide financial incentives for the donor and Company.
- 10.2.2 The Board oversees the operations of the Company to ensure it complies with any responsibilities associated with these programs and to maintain any necessary ecological status of lands that are transferred to the Company under an ecological gift or other program.

ARTICLE 11: DISSOLUTION

- 11.1 In the event of the dissolution of the Company or the cessation of its existence, all lands

and assets will be offered to be transferred by donation, without payment of any kind, to one or more companies or other organizations that are eligible recipients of Ecological Gifts as recognized by the Government of Canada's Ecological Gifts Program.

- 11.2 The recipient company or organization of the Company's lands and assets will be required to comply with any applicable restrictions or limitations and administer such properties in a manner consistent with the general mandate of the Company to the extent that this can reasonably be accomplished.
- 11.3 In the event that a recipient cannot be found that meets the above criteria, the lands and assets will be transferred to the Municipal, Regional or Provincial Government where the lands are located, or to a community group that may be interested in protecting the ecological integrity of the lands.

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