

Green Thumbs Growing Kids

By-Law Number 1

June 10, 2008
Amended September 25, 2010
Amended June 18, 2016

Green Thumbs Growing Kids Inc.
By-Law Number 1

A By-Law to provide generally for the conduct of the business and affairs of Green Thumbs Growing Kids Inc.

1. INTERPRETATION

1.1 In this By-Law and all other By-Laws unless the context otherwise specifies or requires:

- (a) "Act" means the Corporation Act, R.S.O. 1990, C.38 together with the Regulations made pursuant thereto and any statute or regulations that may be substituted therefore as amended time to time;
- (b) "By-Law" means this by-law and all other by-laws of the Corporation as amended from time to time, and from time to time in force and effect;
- (c) "Corporation" means Green Thumbs Growing Kids Inc.;
- (d) "GTGK" means Green Thumbs Growing Kids Inc.;
- (e) "Meeting of Members" means any meeting of members, whether annual or special;
- (f) "Person" includes an individual, sole proprietorship, partnership, unincorporated associations, unincorporated syndicate, unincorporated organization, trust, body corporate and a natural person;
- (g) "Recorded Address" means the address of a Member as recorded in the Records of the Corporation;
- (h) all terms contained in the By-Laws which are defined in the Act or Regulations shall have the meanings given to such terms in the Act or such Regulations; and
- (i) words importing the singular number only shall include the plural and vice-versa, and words importing gender shall include the feminine, masculine and neuter genders.

2. NAME

2.1 The name of the Corporation shall be **Green Thumbs Growing Kids Inc.**

3. HEAD OFFICE

3.1 The head office of GTGK shall be in the City of Toronto, Ontario.

4. SEAL

- 4.1 A Seal, an impression of which appears in the margin hereof, is adopted as the seal of the GTGK.

5. OBJECTS

1. To organize or participate in environmental projects designed to improve the urban environment
2. To educate and increase the public's understanding of the environment and its importance by offering courses, seminars, conferences and meetings and by collecting and disseminating information on that topic.
3. To develop and provide programs promoting the protection and preservation of the environment through re-use, reduction, recycling and recovery of waste and to educate institutions, industries, businesses and individuals about efficient waste management systems.
4. To reach children with such programs
- 5.5 To alleviate poverty by growing and supplying food to needy families, and instructing them on our methods of urban food production

1. Mission

1. To provide hands-on opportunities for inner-city children, families and communities to learn about, and actively participate in, growing and preparing food, and caring for urban green space in an environmentally sustainable and socially just manner.
- 6.2 To increase capacity and leadership for practice and education in relation to urban agriculture and environmentally sustainable gardening throughout Ontario in the formal, informal and non-formal sectors.

7. MEMBERSHIP

- 7.1 Membership in GTGK shall be open to all persons interested in furthering the objects of GTGK. The Directors or Executive Committee members shall review new member applications. Membership is not transferable and is terminated upon the member's death or when the member resigns or cannot be contacted at their last known address.
- 7.2 GTGK reserves the right to charge Membership Fees. Should the decision be taken to charge membership fees, this decision will be determined by the Board of Directors and approved by the Annual Meeting of Members by a simple majority of votes.

Consideration will be given to those who do not have the financial means to pay fees, and all payment of fees by such individuals will be modified in such case. Examples of those individuals may include students and the unwaged.

- 7.3 Membership shall be on an annual basis. Fees will be for the year and will be accepted on an ongoing basis.
- 7.4 A Member may be expelled from membership upon a vote of two-thirds (2/3) of the Directors attending a duly constituted Directors' meeting. Notice of writing of the resolution to expel the member shall be given to the member at least five (5) days prior to the meeting of Directors.
 1. In the case of expulsion under section 7.4 the member will be given an opportunity to appeal to the Board of Directors.

8. BOARD OF DIRECTORS

- 8.1 The business, affairs and property of GTGK shall be managed by a board of directors of not fewer than seven (7) and not more than twelve (12) directors elected by the membership.
- 8.2 Where the board of directors is comprised of 7 or 8 directors, 4 directors will constitute a quorum. Where the board of directors is comprised of 9 or 10 directors, 5 members shall constitute a quorum. Where the board of directors is comprised of 11 or 12 directors, 6 directors shall constitute a quorum.
- 8.3 At all meetings of the Board of Directors, every question shall be decided by a two-thirds (2/3) majority of the votes cast on the question.
- 8.4 In the case of an equality of votes on any question at a meeting of the Board of Directors the chairperson of the meeting shall be entitled to a second or casting vote.
- 8.5 No person shall be a director unless that person is a member of GTGK or becomes a member within ten (10) days of election or appointment.
- 8.6 No person shall be qualified for election or appointment as a director if that person is less than 18 years of age; if that person is of unsound mind and has been so found by a court in Canada or elsewhere; if that person is not an individual or if that person has the status of a bankrupt.
- 8.7 A Director shall serve GTGK without remuneration however, nothing contained herein shall preclude any director from serving GTGK in any other capacity and receiving remuneration therefore. Directors shall be paid such sums in respect of their out-of-pocket expenses incurred in carrying out their duties as directors as the board from time to time may determine.

8.8 Every Director, Officer and Executive Committee Member who is party to a material contract or transaction or proposed material contract or transaction with GTGK or is a director or officer of, or has a material interest in any person who is a party to a material contract or transaction or proposed material contract or transaction with GTGK, shall disclose in writing to GTGK or request to have entered in the minutes of the meeting of directors the nature and extent of that interest at the time and in the manner required by the Act. Any such contract or proposed contract shall be referred to the Board for approval even if such contract is one that in the ordinary course of GTGK's activities would not require approval by the Board, and a director interested in a contract so referred to the Board shall not vote on any resolution to approve the same except as provided by the Act.

9. ELECTION AND APPOINTMENT OF DIRECTORS

9.1 The election of Directors shall take place at the first meeting of Members and at each succeeding annual meeting at which an election of Directors is required.

9.2 The Board of Directors of GTGK shall call for nominations at least three (3) months prior to the next scheduled Annual Meeting of members.

9.3 Any Member of the Board may be nominated at the Annual Meeting of Members by two Members.

9.4 A Director ceases to hold office when that Director dies, resigns, is removed from office or becomes disqualified.

9.5 A Director of the Board may be removed by 2/3 (two-thirds) majority vote of the members at the annual meeting or other member's meeting called for such purpose.

9.6 Subject to the provisions of the Act, where a vacancy occurs on the Board, a quorum of the Directors then in office may appoint a person to fill the vacancy for the remainder of the term. If there is not a quorum of Directors, the Directors then in office shall forthwith call a special meeting of Members to fill the vacancy and, if they fail to call a meeting or if there are no Directors then in office, the meeting may be called by any Member.

9.7 Directors are elected to hold office until the second Annual Meeting after his or her election. One half of the Board retires at each Annual Meeting, but is eligible for re-election for a second term.

9.8 A Director shall remain in office for a maximum of two consecutive terms.

10. OFFICERS AND EXECUTIVE COMMITTEE

- 10.1 Subject to the provisions of the Act, the Board shall appoint a President, Vice-President, Treasurer, Secretary and such other officers as the Board may determine. The officers shall comprise the Executive Committee as needed. The board may specify the duties of, and delegate to such officers powers to manage the business and affairs of GTGK. An Officer shall be a Director.
- 10.2 The term of Officers shall be determined by the Board. All Officers, in the absence of an agreement to the contrary, shall be subject to removal by resolution of the Board at any time with or without cause.
- 10.3 The Executive Committee shall, between meetings of the Board, perform the duties and exercise the power of the Board, except those duties and power which by law must be performed by the Board and subject to any restrictions imposed by the Board. The Executive Committee shall report all actions to the Board at the next meeting of the Board.
- 10.4 At all meetings of the Executive Committee, every question shall be decided by a two-thirds (2/3) majority of the votes cast on the question.
- 10.5 The Board of Directors or the Executive Committee may make other rules reasonably necessary for the operation of the Executive Committee.

1. **Duties of Officers**

1. The President shall:
 - a. Along with other directors of the Board, be responsible for the supervision of the management and administration of GTGK, and
 - b. when present, chair the meetings of the membership, the Board and the Executive Committee; and
 - c. report to each Annual General Meeting of the Members of GTGK, and
 - d. represent, or delegate another director to represent, Green Thumbs Growing Kids at public or official functions.
2. The Vice-President shall:
 - a. act for and carry out the duties and powers of the President during his or her absence or inability to act, and
 - b. as determined by the Board, participate and act as a liaison for a board committee, in addition to membership on the executive, and
 - c. perform such other duties as may from time to time be determined by the Board.
3. The Secretary shall:
 - a. record and maintain, or cause to be maintained, signed minutes of all Board Meetings and general Meetings of the Membership and ensure that all Board Committees have up-to-date minuted records of their decisions;
 - b. maintain, or cause to be provided, notice of such Meetings of the Board and Membership as may be required in accordance with the bylaws;

- c. provide, or cause to be maintained, an up-to-date list of Members and signed Membership forms;
 - d. maintain, or cause to be maintained, such corporate records as may be required by law and provide such notice, filings or information on the affairs of GTGK as may be required by law;
 - e. keep the Seal of GTGK and all the books, papers, records, correspondence, contracts and documents belonging to GTGK and shall deliver up the same only when authorized to do so by a resolution of the Board of Directors and to such person or persons as may be named in the resolution, which duty may be delegated in writing to the Executive Director; and
 - f. perform such other duties as may from time to time be determined by the Board.
4. The Treasurer shall
- a. be responsible for ensuring that the financial operation of GTGK is conducted in a manner consistent with its financial policies and procedures and related legislation;
 - b. keep, or cause to be kept, full and accurate records of all financial transactions of GTGK in a proper set of books;
 - c. Provide, or cause to be provided, such financial reports, including accounting for all financial transactions of GTGK, to the Board of Directors and/or membership whenever required;
 - d. Submit a financial report to the Membership at the Annual General Meeting;
 - e. Perform such other duties as may from time to time be determined by the Board.

12. OTHER COMMITTEES

- 12.1 The Board of Directors may appoint such operations and management committees as it deems appropriate.
- 12.2 Upon receipt of a petition from three (3) Members for the creation of an Action Committee, which petition shall contain the proposed name, proposed terms of reference and objectives, the Board of Directors shall review the petition. Should there be no existing Action Committee with similar terms of reference and objectives and the Board of Directors approves the terms of reference and objectives of the proposed Action Committee, then the Board of Directors shall create such Action Committee.
- 12.3 Any Member shall have the right to join one or more Action Committees.
- 12.4 Each Action Committee shall at the Annual Meeting report on all activities undertaken since the last Annual Meeting and shall keep minutes of all meetings which shall be deposited with the Executive Committee.
- 12.5 The Board of Directors shall review the membership, terms of reference and objectives of each Action Committee annually. Should the membership of any Action Committee be less than three (3) members or should the terms of reference and objectives of any Action Committee not meet the current objectives of GTGK as determined solely by the Board of Directors, then that Action Committee shall be dissolved.

- 12.6 A Fundraising Committee will be convened annually with one member from the Executive Committee of the Board of Directors acting as Chair of the Committee. From time to time the Fundraising Committees may run fundraisers for specific projects. The Fundraising Committee shall include the Executive Director and/or other staff.
- 12.7 Advisory Board
- a) The elected Board may, at its discretion, appoint an advisory board of up to 5 (five) ex-officio (non-voting) additional members to the Board.
 - b) Appointees may or may not be Members of Green Thumbs Growing Kids. Appointments shall be by majority vote. Appointed Members shall serve a one-year term.
 - c) The Membership of Green Thumbs Growing Kids shall be notified of appointments through Board minutes and the Green Thumbs Growing Kids website.

13. INDEMNIFICATION

- 13.1 Every Director, Officer and Executive Committee Member of GTGK, exercising the powers and discharging the duties of the office, shall act honestly and in good faith with a view of the best interests of GTGK, and exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances. Subject to the foregoing no director or officer or Executive Committee member shall be liable for the acts, receipts, neglects or defaults of any other director or officer or employee, or for joining in any receipt or other act for conformity, or for any loss, damage or expense happening to GTGK through the insufficiency or deficiency of title to any property acquired for, or on behalf of GTGK, or for the insufficiency or deficiency of any security in or upon which any of the monies of GTGK shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or tortious acts of any person with whom, any of the monies, securities or effects of GTGK shall be deposited, or for any loss occasioned by any error of judgement or oversight, on that person's part, or for any other loss, damage or misfortune whatever, which shall happen in the execution of the duties of the office or in relation thereto, unless the same are occasioned by the wilful neglect or default of that person; provided that nothing herein shall relieve any director or officer or Executive Committee Member from the duty to act in accordance with the Act or from liability for any breach thereof.
- 13.2 Subject to the provisions of the Act, GTGK shall indemnify a Director, Officer, Executive Committee Member, a former Director, Officer or Executive Committee Member or a person who acts or acted at GTGK's request as a director or officer of a body corporate of which GTGK is or was a shareholder or creditor, and the heirs and legal representatives of that person, against all costs, charges and expenses, including an amount paid to settle an action or satisfy a judgement, reasonably incurred by the person in respect of any civil, criminal or administrative action or proceeding to which that

person is made a party by reason of being or having been a director or officer of such Corporation or body corporate if

- (a) that person acted honestly and in good faith with a view to the best interests of GTGK; and
- (b) in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, that person had reasonable grounds for believing that the conduct was lawful.

13.3 Subject to the limitations contained in the Act, GTGK may purchase and maintain such insurance for the benefit of its Directors and Officers as such, as the Board may from time to time determine.

14. MEMBERS' MEETINGS

14.1 The Directors shall call the first annual meeting of Members no later than fifteen (15) months after GTGK comes into existence and subsequently, not later than fifteen months after holding the last preceding annual meeting. The annual meeting of Members of the GTGK shall be held at such time and on such day in each year as the Board may from time to time determine, for the purposes of receiving the reports and statement required by the Act to be laid before the annual meeting, electing Directors, appointing Auditors and fixing or authorizing the Board to fix their remuneration, and for the transaction of such other business as may properly be brought before the meeting.

14.2 The Board may at any time call a special meeting of Members for the transaction of any business which may properly be brought before such meeting of Members, except consideration of the financial statements, auditor's report, election of Directors and re-appointment of the incumbent auditor.

14.3 Meetings of Members shall be held at the registered office of GTGK, or at such other place within Ontario as the Board from time to time determines.

14.4 Notice of the time and place of each meeting of Members shall be sent not less than ten (10) days and not more than fifty (50) days before the date of the meeting to the auditor of GTGK, to each Director and to each person whose name appears on the records of GTGK at the close of business on the day next preceding the giving of the notice as a Member entitled to vote at the meeting. Notice of a special meeting of Members shall state:

- (a) the nature of the business to be transacted at the meeting in sufficient detail to permit the Members to form a reasoned judgement thereon; and
- (b) the text of any special resolution or by-law to be submitted to the meeting.

A Member or any other person entitled to attend a meeting of Members may in any manner and at any time waive notice of or otherwise consent to a meeting of Members.

- 14.5 Subject to the provisions of the Act, lesser of five (5) Members and twenty (20) percent of the Memberships, in person or by proxy constitute a quorum for the transaction of business at any meeting of Members.
- 14.6 Every Member entitled to vote a meeting of Members may, by means of a proxy, appoint a proxy holder or one or more alternate proxy holders to attend and act at the meeting in the manner and to the extent authorized by the proxy and with the authority conferred by the proxy. A proxy shall be in writing and executed by the Member and shall conform to the requirements of the Act. A proxy shall be effective only if received by the President/Chairperson of GTGK or by the chairperson of the meeting or adjournment thereof prior to the time of voting.
- 14.7 All questions proposed for the consideration of the Members at a meeting shall be decided by a majority of the votes cast thereon.
- (a) Each Member, in person or by proxy, shall have one vote.
 - (b) In case of an equality of votes either on a show of hands or on a poll, the chairperson of the meeting shall be entitled to a second or casting vote.
- 14.8 Subject to the provisions of the Act, at all meetings of Members every question shall be decided by a show of hands unless a ballot thereon be required by the chairperson of the meeting or be demanded by a Member or proxyholder present and entitled to vote. After a show of hands has been taken upon any question, the chairperson of the meeting or any Member or proxyholder present and entitled to vote may demand a ballot thereon. Whenever a vote by show of hands shall have been taken upon a question, unless a ballot thereon be so required or demanded, a declaration by the chairperson of the meeting that the vote upon the question has been carried or carried by a particular majority or not carried and an entry to that effect in the minutes of the meeting shall be prima facie evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the question. The result of the vote so taken and declared shall be the decision of the GTGK on the question. A demand for a ballot may be withdrawn at any time prior to the taking of the ballot.
- 14.9 If a ballot is required by the chairperson of the meeting or is demanded and the demand is not withdrawn, a ballot upon the question shall be taken in such manner as the chairperson of the meeting directs.
- 14.10 At each meeting of Members, one or more scrutineers may be appointed by a resolution of the meeting or by the chairperson of the meeting with the consent of the meeting to serve at the meeting. Such scrutineer need not be Members of GTGK.

- 14.11 The chairperson of a meeting of Members may, with the consent of the meeting and subject to such conditions as the meeting may decide, adjourn the meeting from time to time and from place to place.

15. NOTICE

- 15.1 Any notice, communication or other document required by the Act or the by-laws to be given by GTGK to a Member, Director, Officer, Auditor or a member of a committee, unless otherwise required, shall be sufficiently given if delivered personally to the person to whom it is to be given or if delivered to the recorded address or if mailed to the recorded address by prepaid ordinary mail or facsimile transmission or published in any publication circulated to such Member, Director, Officer or Auditor. A notice mailed shall be deemed to have been received on the fifth day after mailing. The Secretary may change or cause to be changed the recorded address of any Member, Director, Officer or Auditor of GTGK in accordance with any information believed to be reliable.

1. 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, "day" means a clear day and a period of days shall be deemed to commence on the day following the event that began the period and shall be deemed to terminate at midnight of the last day of the period except that if the last day of period falls on a Sunday or holiday the period shall terminate at midnight of the day next following that is not a Sunday or holiday.
2. For the purpose of determining which members are entitled to receive notice of the Annual General Meeting and to vote thereat, the Board of Directors may:
 - a. affix in advance, a record date which shall not be more than thirty (30) days before the annual general meeting of the members of GTGK (Record Date), and
 - b. provide notice of said Record Date at least fourteen (14) days before said record date to members of GTGK by sending the notice to each Member by prepaid post to his/her latest address as shown on the records of GTGK
 - c. Only members of record on the date fixed by the Board are entitled to receive notice of the Annual General Meeting or to vote thereat.
3. The accidental omission to give notice to any Member, Director, Officer or Auditor or the non-receipt of any notice by anyone or any error in any notice not affecting the substance thereof shall not invalidate any action taken at any meeting held pursuant to such notice of otherwise founded thereon.

16. EXECUTION OF INSTRUMENTS

- 16.1 Contracts, documents or any instruments in writing requiring the signature of GTGK, shall be signed by the President or the Vice-President, and all contracts, documents and instruments in writing so signed shall be binding upon GTGK without any further authorization or formality. The Directors shall have power from time to time by resolution to appoint an Officer or Officers on behalf of GTGK to sign specific contracts,

documents and instruments in writing. The seal of GTGK (when required) may be affixed to contracts, documents and instruments in writing signed as aforesaid or by any Officer or Officer appointed by resolution of the Board.

17. BANKING

- 17.1 The monies of GTGK shall be kept in such bank, trust company or custodian regulated or licensed by a government authority, as the Board may by resolution determine.
- 17.2 Cheques, promissory notes, bills or orders for money payable to GTGK shall be endorsed for deposit to the credit of GTGK's bank or deposit to the credit of the GTGK's bank or deposit account or accounts and items of account between GTGK and a bank, trust company or custodian, and receipts and releases shall be signed in such manner by such officers or persons as the Board determines.
- 17.3 Cheques shall require two signatures, one of a possible two officers of GTGK who will have agreement with the Bank. One of the two possible signatories will be the President; another will be the Treasurer and/or Secretary. The other signature required will be that of the Executive Director.

18. SECURITIES

- 18.1 The securities of GTGK shall be deposited for safekeeping with a bank, trust company or other custodian regulated or licensed by a governmental authority, selected by the Board and may be withdrawn by the Treasurer or such other person or persons and under such conditions as the Board may determine. The Board may arrange for the management and custody in Ontario of the securities of GTGK by a bank, registered trust company or securities dealer or portfolio manager.

19. BORROWING

- 19.1 The Board may from time to time:
- (a) borrow money on the credit of GTGK;
 - (b) issue, sell or pledge securities of GTGK; or
 - (c) charge, mortgage, hypothecate or pledge all or any of the real or personal property of GTGK, including book debts, rights, powers, franchises and undertaking, to secure any securities or any money borrowed, or other debt, or any other obligations or liability of GTGK.

20. FINANCIAL YEAR

- 20.1 The fiscal year of GTGK shall end on the 31st day of December in each year, until changed by a resolution of the Board.

21. EFFECTIVE DATE

1. This by-law shall come into effect when enacted by the Directors and confirmed, with or without variation by two thirds of the votes cast at a Members' meeting called for that purpose.

22. BYLAW AMENDMENTS

22.1 The by-laws of the Corporation may be repealed or amended by a by-law approved by at least two-thirds of the Members at a general meeting.

Passed by the board of directors and sealed with the corporate seal this

_____ day of _____, 20__

President

Vice-President

Secretary

Treasurer