Ceres Circle Farm Cooperative

Farm Plan V.1

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Introduction

The Ceres Circle Farm Cooperative has developed this plan as a guiding document for activities at Ceres Circle Farm. This document is a living document and will be updated as necessary to reflect the Coop’s deepening relationship with the land and increased understanding of the needs of the cooperative.

As this plan develops, it will provide guidance and a framework for land management decisions, inform farm agreements and business plans including land-use, tenure and succession, and business operations. It will also provide guidance on ecological farming considerations based on the unique context of farming at 3652 Spiers Road. Furthermore, this plan will embed the environmental and social principles agreed upon by Ceres Circle Farm Cooperative. Finally, this plan will account for and provide a map for financial sustainability and success.

Background

Sue Haley has intended for many years to donate her farm to an organization that would be able to protect the soil, ground and surface water, and native plants and wildlife while keeping the farm productive. During the 1930's to 1970's the farm was used to pasture beef and dairy cattle. In the late 1970's the farm came into the hands of a realtor who planted about 130 peach trees in the area between the farmhouse and Spiers Road and also grew some strawberries, tomatoes and beans for the wholesale market in the southeast corner with irrigation supplied by the adjacent neighbor.

Sue purchased the farm in 1988 and was later joined by her brother Mark and his family, who moved a heritage house to the property in 1995. Sue started a sheep flock in 1993 and, with family help, restored the perimeter fencing, added cross fencing and built a hay/lambing shed and a small provincially licensed abattoir. With help, primarily from a local butcher, she began slaughtering and processing lambs and sheep for other farmers as well as her own livestock in 2011. In 2013 she began seeking and training younger farmers/abattoir operators to succeed her and entered into her first lease of the farm at the end of 2014.

In December 2015 Sue visited Heather Pritchard of Farm Folk City Folk, who was working with others to form a community service cooperative to hold farmland in trust. Foodlands Cooperative of BC was incorporated in August 2017 and is now undergoing the process of applying for charitable status. Foodlands formed with a vision of holding farmland in trust and supporting the development and management of community farms.

The Whole Farm Plan Guide describes a community farm as:

- A community farm is a multi-functional farm where the land is held “in trust” for community rather than owned privately.
- A community group or cooperative governs land use agreements, and agricultural uses of the land are shared by a community of farmers.
- The primary focus of a community farm is local food production using sustainable agricultural practices.
- Land holders, land managers, and farmers work together by mutual agreement.
- Farmers are housed on or near the land.

Foodlands Cooperative of BC (Foodlands Coop) is the only cooperative and land trust organization of its kind in Canada. Typically, land trust organizations focus on the ecological restoration and preservation of lands to support
natural ecosystems; farmland is viewed as a disruption of natural ecosystems. However, farmland - or foodlands - may be viewed as its own special type of land worth restoring and preserving. In Canada, foodlands are disappearing at an alarming rate as they are being developed for other uses. Furthermore, much of foodlands are not managed in an ecologically sensitive manner, and water, soil, and natural biodiversity are not honoured. Foodlands Cooperative aims to protect farmland through its maintenance as farmland, support farmers in accessing affordable land and to use ecologically sound farming practices, and to support and contribute to the broader community through a community farm model where not only the farmers access the land, but the broader community may benefit as well.

When Foodlands Cooperative of BC obtains charitable status, the ownership of 3652 Spiers Road will transfer from Sue Haley to Foodlands Coop. Foodlands will then delegate the management of the land to Ceres Circle Farm Cooperative while continuing to provide mentorship and guidance on coop operations and farmland management.

About Ceres Circle Farm Cooperative
Ceres Circle Farm Cooperative (CCFC) was legally formed June 28, 2019; however, community members in Kelowna have been gathering to discuss the development of the coop since August 2017.

Ceres Circle Farm Cooperative Governance

The purposes of the CCFC are to
a. Ensure the stewardship of this biodiverse land through ecological farming for present and future generations.

b. Support local food production and contribute to the local food system through the production of farm products, services, and activities.

c. Share opportunities for wellbeing, social, educational, and farm experiences for coop members and the broader community.

Ceres Circle Farm Cooperative is registered as a community service cooperative. Community service cooperative operations have similarities to those of non-profit organizations and differ from other types of cooperatives in that members of the coop operate for the benefit of the community. Community service coops require the inclusion of non-alterable clauses in their rules to ensure they operate on a non-profit basis, and their purpose is charitable, or to provide health, social, educational or other community services (BC Coop, 2019).

See appendix A and B for complete constitution and rules of the association.

CCFC uses a consensus-based decision making model. Through dialogue the coop has come to a consensus that “consensus minus one may be used” in times where there may be an unresolved instance requiring a decision to move forward on coop operations. The coop is also inspired by a sociocracy concept “good enough for now, safe enough to try, let’s evaluate as we go.” These two important principles will assist the coop when an issue may be stalling operations. Voting will be used only when absolutely necessary.
In addition, the CFCC is exploring a way to organize using a principle of sociocracy, also called Dynamic Governance. Sociocracy is an approach to governance that is based on the ability of groups to self-organize. It is modelled on the functioning of natural systems and allows for everyone’s voice to be heard. It allows for working groups, or “circles” to have autonomy, while making sure that they stay on track with the vision and mission of the organization. It is set up through the formation of nested circles, with each circle having the power to act over their specific domain.

The CCFC board meets once monthly. The functions of chair and minute-taker rotate each month. Meeting format entails a short session to address business items followed by an in-depth discussion/work session on topics that will advance CCFC’s development and issues arising from the land. CCFC will use standing and ad hoc committee structures to target specific issues. Each committee has a point person and a back up. The point person’s role is to ensure that the activities of the committee are clearly communicated in a timely fashion to the coop board, and where necessary, to the broader membership. Designation and aims of committees are under discussion and include a finance/fundraising committee and a water committee.

**IMIT (Information management and information technology)**
All coop business documents such as minutes, finances, communications, reports, research, and other resources are saved and organized on Google Drive. All board members have access to these documents. More discussion is required to determine which information will be accessible to members.

Website, social media accounts, email list, and other tools are yet to be developed.

**Access to Ceres Circle Farm**
CCFC has begun discussions about how community members may participate in the Coop and/or on the land at Ceres Circle Farm. Community members in Kelowna will be engaging with the Coop and the land at Ceres Circle Farm in a variety of ways:

- Members who operate on the land
- Members and other community groups/people who will access the land for programming/events/etc
- Community Indigenous knowledge keepers
- Key specialists, researchers, government employees, funders, and other stakeholders who may assist in the advancement and evolution of the coop and farm
- Public who visit for community events, farm tours, field days, education days, work parties, etc

CCFC will host open house sessions at the farm for those in the community interested in exploring joining the coop. For those interested in exploring operating on the land, an expression of interest must first be submitted to the coop board for review. The board is developing a process for expression of interest reviews.
Lease agreements

When the land ownership is transferred from Sue Haley to Foodlands Cooperative, a lease agreement will be signed between Foodlands Coop and CCFC. In the interim, a lease agreement is in effect between Sue Haley (current owner) and the partners of Kelowna Free Graze Lamb for 30 acres, two farm tractors with implements, the farmhouse, and the abattoir with its equipment. In 2020, CCFC will arrange a lease with Sue Haley, and members of CCFC operating on the land will sublease portions of the land from CCFC. Current operators include Kelowna Free Graze Lamb and the Okanagan Fruit Tree Project Society. Mission Creek Inn (i.e. Mark and Amber) are exempt from requiring a lease on the land as they will have a life lease to continue to occupy the heritage house. Details of ownership of the heritage house are still under discussion between Mark and Foodlands.

All leases will outline the terms of the management of the land, costs associated with the land such as insurance and property taxes, farming practice requirements, and any other relevant topics. All lease agreements will be developed with support from Foodlands Cooperative and their legal counsel.

Founding groups at Ceres Circle Farm

1. Kelowna Free Graze Lamb
   The livestock business which has evolved into Kelowna Free Graze Lamb was started in 1993 by Sue Haley. In 2007, faced with changes in BC meat regulations that ultimately led to the demise of many small meat processing plants, Sue decided to build a slaughterhouse and butcher shop. This class A provincially licensed facility continues to serve many small meat producers in the Okanagan Valley. Since January 2018 KFGL has been run by Cecilia Hogan and Kevin Morin. They are seeking to transition the business to a new operator.

2. Mission Creek Country Inn
   Mission Creek Country Inn is a beautiful historic house that operates throughout the summer months as a rental vacation house. Mark and Amber live in and own the house (untitled), located at Ceres Circle Farm owned by Mark’s sister, Sue. Mark has applied for heritage designation of the house, which is now under review by the City of Kelowna.

3. Okanagan Fruit Tree Project Society
   The Okanagan Fruit Tree Project Society (OFTP) is a registered charity which turns excess backyard, farm and orchard produce into a source of healthy food for the Okanagan community. The OFTP has been gleaning fruit from trees and vegetables from gardens since 2012, and in 2019, they began operating two community farms. The OFTP wishes to set up a long-term base of operations on Ceres Circle Farm with the intention of making it their home base.

4. Other groups
   RAMA (Radical Action with Migrants in Agriculture) has been hosting their farm worker social events at Ceres for many years. They wish to continue hosting these socials in addition to exploring the establishment of a milpa (“three sisters”) garden at Ceres.

   Kelowna Permaculture is exploring how they may participate on the land at Ceres. Specifically they are interested in hosting permaculture education opportunities at Ceres, in addition to working in collaboration with other operators on the land to incorporate permaculture philosophy and design. Kelowna Permaculture would like to collaborate with the OFTP in the design of sustainable structures that will support the coop, such as a coop office, an outdoor gathering space, a composting toilet, and more.
About the land at Ceres Circle Farm

Ceres Circle Farm is located at 3652 Spiers Rd in Kelowna, BC within the Regional District of the Central Okanagan. The farm is zoned within the ALR and is 36.81 acres in size. The majority of the land is used in raising sheep. The three major buildings on the farm are two houses, the Cross House (see below), a smaller farmhouse, and a provincially-licensed class A slaughterhouse.

Property report is in Appendix C. Legislation relevant to Ceres Circle Farm Cooperative and their activities on the land is in Appendix D.

**Significant/special elements at Ceres Circle Farm**

There are several significant elements on the land that the coop is researching and developing plans to preserve, protect, and promote:

1. **Abattoir facility**
   Ceres Circle Farm is the site of a Class A licensed slaughterhouse servicing sheep, goats and poultry, a rare facility in the Okanagan. The facility serves farmers from Rock Creek to Salmon Arm and beyond. Without it, farmers would have to transport their animals farther to be legally processed, incurring higher costs and affecting animal welfare.

2. **Heritage house: The Cross House**
   The Cross house was built in 1909 and was originally located on Strathcona Avenue. This house was purchased by Mark Haley and relocated to the farm. Mark is working with a consultant who specializes in heritage designation and has applied to the city of Kelowna to obtain this status. The application is presently under review. Obtaining heritage designation will restrict modifications to the house (see Appendix D) and make possible assistance from municipal grant programs in the maintenance and protection of the house.
3. **Wooded area**
   Approximately five acres of land at Ceres Circle Farm is a woodland crossed by drainage ditches, which has not been farmed for many years. It is not included on the city’s wetland map, but Sue has been told by an Environmental Farm Plan advisor that it could likely qualify for funding under the biodiversity category of the EFP. This area of the farm is resident to many native plant and animal species. More research must be done by the coop to develop a plan for the conservation of this important ecological feature. Sue has also contacted the Central Okanagan Land Trust (COLT) about placing a conservation covenant on this and other areas of the farm with important natural features.

4. **Mission Creek and Rumohr Creek**
   Water is a precious natural resource to be protected, particularly in the Okanagan where the climate is hot and dry during the summer. Creeks support thriving and diverse ecosystems. The coop must conduct more research to develop a plan to protect the creeks and riparian areas on the farm. The Environmental Farm Plan advisor will do a riparian health assessment of the land along Rumohr Creek when he visits the farm with Kevin and Sue in late April.

**Public Access to Farm**
Ceres Circle Farm has been the location of many community activities, events, and public access over the years:

1. Bed and breakfast guests
2. Abattoir customers
3. Spring festivals (ALR legislation applies here: [ALR Use Regulation Act](https://www2.gov.bc.ca/eng/gov/statutes/bc/acts/2012/alr2012.pdf), Part 3, Division 1, Section 17)
4. Long table dinners
5. Concerts
6. Potlucks and gatherings
   a. Young agrarians potluck and sheepskin tanning demo
   b. Radical Action with Migrants in Agriculture (RAMA) welcome back BBQ

Future public access to the farm will include events that support fundraising for Ceres Coop, fundraising events for the Okanagan Fruit Tree Project and other non-profit operators, and farm sales to support all businesses operating at Ceres.
Land use plans at Ceres Circle Farm

To date, both Mission Creek Inn and Kelowna Freegraze Lamb are operating on the farm. Mission Creek Inn welcomes guests throughout the year and has up to four bedrooms for rent. Kelowna Freegraze Lamb has been expanding their operation over the last two seasons:

- **Sheep/lamb processing**
  The establishment is currently slaughtering nearly 400 animals/year and butchering 350 animals/year. It operates the kill floor on a weekly basis (and butchering 3-4 days) from September to the end of December. This operation schedule requires a minimum of two full-time staff. There are several items that come into play to determine the capacity of the establishment. Depending on the size of the carcasses, the cooler’s carrying capacity is 20-30 lambs. This volume has met the demand of producers. Should there be more demand, the establishment could slaughter two days/week. Slaughtering is more lucrative than butchering, and if there is enough demand it is possible to send extra carcasses to other local butcher shops for cutting and wrapping if there is a shortage of labour at Ceres.

- **Poultry processing**
  2019 was the first year of poultry processing at Ceres Circle Farm and there is immense potential. This is also a seasonal enterprise, running from May to October with highs and lows of demand. At its peak, the plant has processed 200 chickens/day, 3 times a week.
The Okanagan Fruit Tree Project aims to commence work on the farm in the 2020 season. They will be leasing the southeast corner of the property where they will first work to build up the soil for planting vegetable crops. Based on funding and other supports the OFTP will slowly increase the area planted and introduce other components of their operations.

**Use of Equipment**

Currently, Kelowna Freegraze Lamb is leasing the tractors and implements from Sue. Once Ceres Circle Farm Cooperative establishes a lease with the land owner, they will sublease equipment to KFGL and other operators on the land.

Ceres Circle Farm must establish a maintenance schedule for the equipment as well as training protocol for new equipment users.
Appendix A: Memorandum of Association

CERES CIRCLE FARM COOPERATIVE

MEMORANDUM OF ASSOCIATION

1. The name of the Cooperative is Ceres Circle Farm Cooperative herein referred to as CCFC.

2. The purposes of the CCFC are to
   a. Ensure stewardship of this biodiverse land through ecological farming for present and future generations.
   b. Support local food production and contribute to the local food system through the production of farm products, services, and activities.
   c. Share opportunities for wellbeing, social, educational, and farm experiences for coop members and the broader community.

3. CCFC is restricted from exercising the following powers:
   Distribution of surplus to members.

4. CCFC is permitted to issue an unlimited number of shares, divided into shares of the following denomination: $300 and a maximum of 20 shares per member. The CCFC does not issue investment shares.

5. The liability of a member of CCFC is limited in accordance with the Cooperative Association Act.

6. CCFC is a Community Service Cooperative. This provision is unalterable.

7. We, the persons whose names and addresses are listed below, desire to be formed into an incorporated association under the Cooperative Association Act and by our signatures subscribe to the number and class of shares set opposite our respective names.
Appendix B: Rules of the Ceres Circle Farm Cooperative Association

RULES OF THE CERES CIRCLE FARM COOPERATIVE ASSOCIATION

The rules in Schedule B of the Act do not apply.

1. In these rules, unless the context otherwise requires, words importing the singular include the plural, and vice versa, and words importing persons include corporations.

2. “They” and “their” can be used to mean “he/she” and “his/her” respectively.

3. "Act" means the Cooperative Association Act; and "call", "director", "special resolution", "Memorandum", "officer" and "Rules" have the meanings assigned to them by the Act.

4. "The Cooperative" and “the Association” mean "Ceres Circle Farm Cooperative" (CCFC).

5. Consensus is a group decision-making process that seeks not only the agreement of most participants, but also the resolution or mitigation of minority objections.

Membership

6. Any person or organization that subscribes to the Memorandum and Rules of the Ceres Circle Farm Cooperative may apply to become a member. Individuals must be over the age of 16 years in order to be approved for membership.

7. Potential members or organizations, upon receiving an orientation by a current member and attending a membership committee meeting, may make an application for membership in writing to the directors, who may accept, postpone or refuse it.

8. Upon acceptance of an individual’s or an organization’s application for membership by the directors, and upon purchasing a minimum of one membership share, the individual or organization becomes a member and is entitled to full privileges and responsibilities.

9. A member may withdraw from the Cooperative by submitting a notice in writing to the directors of their intention to withdraw, and surrendering any certificates they hold in respect of membership shares they own. Their membership is terminated when the directors pass a motion accepting the withdrawal.

10. If a member is charged with conduct detrimental to the Cooperative, and has not rectified the breach within a reasonable time after
    a) having an opportunity to discuss the breach with the directors and the membership of the Association in a general meeting, and
    b) subsequently receiving a notice from the directors requiring the member to rectify the breach,
the member may be expelled from the Cooperative by a resolution of the directors requiring the approval of ¾ of the directors entitled to vote on the resolution in order to pass. A member so expelled shall not be re-admitted to membership, except by a special resolution of the Cooperative.

**Joint Membership**

11. Joint memberships are available only to eligible organizations, businesses and associations. An inclusion of a maximum of five individuals will be listed in the membership registry with regards to any joint membership. Eligible organizations may apply in accordance with Rules 6 and 7 to hold joint shares purchased in respect of the joint membership in joint tenancy.

12. (a) The voting rights of joint members are governed by the Act.
    (b) The signature on a written resolution of any one of the joint members of a membership is sufficient signature for all of the joint members of that membership.

13. The liability of joint members for amounts due to the Association in respect of the joint membership and the payment of amounts due to joint members from the Association in respect of the joint membership are governed by the Act.

14 a) Joint members may withdraw from membership by complying with Rule 9.
    b) The written notice required by Rule 26 (ii) must be signed by all joint members.

15. a) On receipt of proof satisfactory to it of the death of one joint member, the Association may treat the surviving joint members as the owners of the membership shares held by the joint members.
    b) The death of one joint member does not have the same effect as a notice of withdrawal under Rule 9.

16. Only one member of a jointly held membership is entitled to be a director of the Association at any one time unless that joint member or another of the joint members
    (a) is a member in their own right, or
    (b) is authorized to represent a member that is an eligible organization.

**Membership shares**

17. No member may hold less than one or more than 20 membership shares in the Cooperative.

18. Members may transfer their membership share(s) only with the approval of the directors. The directors may refuse to assent to a transfer of any membership share not fully paid up on which the Cooperative has a lien.

19. If a member dies or becomes insane or bankrupt, or makes an assignment for the benefit of creditors, the directors may either accept the person or organization entitled to the membership share(s) as a member and transfer the membership share(s) to their name, or redeem the membership share(s) by paying to the party entitled the amount paid up on the membership share(s).

20. The instrument of transfer of any membership shares in the Cooperative must be executed both by the transferor and transferee, and the transferor remains a holder of the membership share(s) until the name of the transferee is entered in the register of members.
21. Membership shares in the Cooperative must be transferred in the following form, or in any usual or common form approved by the directors:

I, (transferor’s name) of (transferor’s address), in consideration of the sum of $ ( ), paid to me by (transferee’s name) of (transferee’s address), ("the transferee"), do transfer to the transferee membership share(s) in the Ceres Circle Farm Cooperative, to hold unto the transferee, his or her personal representatives and assignees, subject to the conditions on which I held the same at the time of the execution; and I, the transferee, agree to take the membership share(s) subject to those conditions.

As witness our hands this ( ) (month, day, year).

Signature of witness ( )
Signature of transferor ( )
Signature of transferee ( )

22. The instrument of transfer must be accompanied by the Certificate of the membership share(s) to which it relates.

23. No part of the funds of the Cooperative are to be employed in loans on the security of its membership shares.

24. Every person or organization whose name is entered in the register of members is entitled without payment to a membership share certificate, specifying the number of membership shares held by that person or organization and the amount paid up on those membership shares.

25. The directors may make calls on the members for any money unpaid on their membership shares, and a call is deemed to have been made at the time when the resolution of the directors authorizing the call was passed.

26. Members or organizations who withdraw from membership in the Cooperative have the following options, upon giving notice in writing to the directors and upon surrender of their membership share certificate:

i) redeem their membership share(s) in the amount paid up on the membership share(s), or
ii) provide notice in writing that they wish to forfeit their membership share(s) and contribute them to the Cooperative in the form of a donation.

27. A member expelled from the Cooperative in accordance with Rule 10 shall be entitled to have his or her membership shares redeemed immediately. In all other cases, subject to Rule 28, redemption of membership shares will be carried out in the following order:

i) first to estate requests;
ii) next to members of the Cooperative who resign because they cease to reside in the territory covered by it;
iii) to all other cases as determined by the directors to be equitable and justifiable

28. Notwithstanding Rule 27, if the association is unable to pay its liabilities as they become due in the ordinary course of business, or if a proposed redemption of membership shares, refund of amount paid on membership shares or prepayment of a loan would, in the opinion of the directors,

a) render the association unable to pay its liabilities as they become due in the ordinary course of business, or
b) cause the realizable value of the Association’s assets to be less than its liabilities, no redemption, refund or prepayment will be made.
29. Subject to Rule 28 and to the Act, the directors may not suspend a redemption, refund or prepayment for longer than one year unless the suspension is approved by a special resolution.

Lien

30. The Cooperative has a lien on a member’s membership shares for any debt due to it by the member.

Annual General and Other Meetings

31. An Annual General Meeting shall be held at least once in every calendar year within 4 months after the financial year end at an hour and place prescribed by the Cooperative in general meeting, or, in default, determined by the directors.

32. At least 14 days' notice of every Annual General Meeting, and of every General Meeting at which a Special Resolution is to be proposed, specifying the place, the day and the hour of meeting, and, in the case of special business, the general nature of that business, shall be given to every member.
   a. Other periodic General Meetings will be held as deemed appropriate by the directors and/or members.
   b. At least 7 days’ notice of other General Meetings shall be given to every member.

35. Business shall not be transacted at any Annual or General Meeting unless a quorum (a minimum of 10 members, or 25% of the total number of members, whichever number is less) is present at the time when the meeting proceeds to business, and unless at all times not less than 3 members are personally present.

36. If within one hour from the time appointed for a general meeting a quorum is not present, the meeting, if convened on a requisition, must be dissolved; in any other case it stands adjourned to the same day in the next week at the same time and place, and if at the adjourned meeting a quorum is not present within one hour from the time appointed, the members present form a quorum, providing there are at least three (3) members personally present at all times.

37. The order of business at the annual general meeting, according to circumstances, must be as follows:
   i) meeting to be called to order;
   ii) minutes of preceding annual general meeting to be read and disposed of;
   iii) business arising out of minutes;
   iv) reports of standing and special committees;
   v) reports of directors and auditors;
   vi) appointment of directors and auditors;
   vii) special business;
   viii) unfinished business;
   ix) new business.

Voting

38. All decisions of the Cooperative at all meetings, unless otherwise required by the Rules or the Act, shall be made by consensus, in accordance with the Cooperative's policy. When a vote is required, each member is entitled to one vote only, regardless of the total number of membership shares held. Members may not vote by proxy. Only members present at meetings may vote.
Directors

39. The number of directors shall be determined in general meeting and may include any or all
members in good standing. The number of directors shall never be fewer than three. All
directors must be members who are individuals ordinarily resident in British Columbia.
Directors’ terms of office are one year, renewable each year at the Annual General Meeting.

40. At the Annual General Meeting, the directors must be appointed by the members in attendance at the meeting. Any subsequent casual vacancy may be filled by the directors.

41. At each Annual General Meeting, for appointment of the directors:
   i) pursuant to Rule 38, the total number of directors to be appointed will be determined by
      consensus of the members;
   ii) members, including the existing directors, must agree to serve as a director prior to their
       appointment
   iii) directors are appointed by the members by consensus
   iv) all directors will be named at the meeting

42. The powers of the directors, subject to the Act and these Rules, are shared equally among each of the directors.

43. Every director, in exercising their powers and performing their functions, shall act honestly and in good faith
and in the best interests of the Cooperative, and shall exercise the care, diligence and skill of a reasonably
prudent person.

44. The business of the Cooperative must be managed by the directors, and the directors may pay from the
Cooperative's funds the expenses of its incorporation and may exercise all its powers, subject to the Act and
these Rules.

45. The directors may delegate any, but not all, of their powers to committees of members of the Cooperative, as
they think fit. Any committee formed shall, in the exercise of the powers delegated, conform to any
regulations that may be imposed on them by the directors. Powers so delegated do not absolve the directors of
ultimate responsibility.

46. The directors shall cause minutes to be made in books provided for the purpose
   i) of the names of the directors present at each meeting of directors or committee;
   ii) of all resolutions and proceedings at all meetings of the Cooperative, the directors or any committee.

47. The directors shall cause proper registers of the members and directors to be kept at the registered office, and
shall in all other respects comply with the Act.

48. A director may resign from office by notifying the remaining directors in writing of their resignation, including the date and time that their resignation is to become effective.

49. A director may be removed from office before expiration of their term by consensus of the membership if they are deemed to be acting dishonestly and without good faith and not in the best interests of the Cooperative. Another member may be appointed in their stead.
Meetings of Directors

50. Directors will meet as often as necessary to carry out their responsibilities, either in person or by telephone conferencing.

51. Decisions of the directors will be made by consensus and a log of such decisions will be kept with the minutes of their meetings.

Financial

52. The directors shall not invest any part of the funds of the Cooperative without prior approval from the members.

53. The directors may, with the approval of the members, raise or borrow or secure the payment of money for the purposes of the Cooperative, but debentures must not be issued and the amount at any one time owing in respect of money raised, borrowed or secured must not exceed the amount of capital subscribed, without the sanction of a special resolution.

54. The Cooperative in general meeting shall determine the remuneration, if any, of the directors, and the amount, if any, allowed them for expenses.

55. Subject to the Act, the Association will at all times carry insurance to indemnify the directors and will indemnify the directors against costs of any action stemming from their duties as directors, or the results of any action stemming from their duties as directors or both, unless the director intentionally committed an illegal act or acted outside their duty of loyalty to the Association or their fiduciary duty.

56. The directors shall cause true accounts to be kept of:
   i) all money received by the Cooperative and expended on behalf of the Cooperative, and the matter for which that receipt and expenditure takes place;
   ii) the assets and liabilities of the Cooperative.

57. The books of accounts shall be kept at the registered office of the Cooperative, and may for temporary purposes be kept at another place the directors think fit, and shall at all reasonable times be open to the inspection of the directors and members by request to a member of the finance committee.

58. 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 general membership may, by special resolution, waive the appointment of an auditor in any given year. Such waiver shall only be in force for the year for which the resolution is passed. The duties and rights of the auditor are governed by the Act.

59. A copy of the financial statements, as required by the Act, shall be made available to every member at least 14 days before the meeting at which they are to be presented.

Disputes
60. Any dispute arising out of the affairs of the Cooperative, between a member and/or any person aggrieved who has not for more than 6 months ceased to be a member, shall, in the event that such disputes are not satisfactorily resolved by the individuals themselves:
   i) be discussed between the disputants themselves in the presence of a mutually agreed upon mediator who shall attempt to help the parties resolve the dispute in a manner acceptable to them both.
   ii) In the event that such disputes are not satisfactorily resolved through mediation, they shall be referred by the mediator to a committee of 3 members of the Cooperative. The directors and the member or other person aggrieved must each nominate one member, and the third must be chosen by the two nominated. The decision of the committee is final and binding on all parties and may be enforced on application to the Supreme Court.

Notices

61. A notice under the Act or these Rules must be in writing, and may be given by the Cooperative to any member either personally or by sending it by registered post to their registered address or by email.

62. Where a notice is sent by post, service of the notice must be effected by properly addressing, prepaying and posting a letter containing the notice, and, unless the contrary is proved, to have been effected at the time at which the letter would be delivered in the ordinary course of post.

Service of Documents

63. A document or other record may be served on the Cooperative by personally serving a director of the Cooperative.

The Seal

64. Should the Cooperative cause to have a Seal created for it, the name of the Cooperative must be engraved in legible characters on the Seal.

65. The Seal of the Cooperative must not be affixed to any instrument except by the authority of a resolution of the Cooperative, and in the presence of 2 people the directors appoint for this purpose; and these 2 people must sign every instrument to which the Seal of the Cooperative is affixed in their presence.

66. The directors must provide for the safe custody of the Seal of the Cooperative, which must be deposited at its registered office.

Alteration of Rules

67. These Rules may only be amended by a Special Resolution.

68. Each member on being accepted into membership shall be furnished on their request with a copy of the Memorandum and Rules of the Cooperative, and with additional copies upon payment of a sum not exceeding the copying costs.
Appendix D: Relevant Legislation

Land
- Permitted uses: [https://www.alc.gov.bc.ca/alc/content/arl-maps/living-in-the-arl/permitted-uses-in-the-arl](https://www.alc.gov.bc.ca/alc/content/arl-maps/living-in-the-arl/permitted-uses-in-the-arl)
- City of Kelowna Zoning Bylaw No. 8000, Section 11: Agricultural Zones: [https://apps.kelowna.ca/CityPage/Docs/PDFs/Bylaws/Zoning%20Bylaw%20No.%208000/Section%2011%20-%20Agricultural%20Zones.pdf](https://apps.kelowna.ca/CityPage/Docs/PDFs/Bylaws/Zoning%20Bylaw%20No.%208000/Section%2011%20-%20Agricultural%20Zones.pdf)

Farming

Slaughterhouse

Heritage House
If application for Heritage Status is successful, the following is applicable:
- Grant program available (only accessible if house becomes protected under a Heritage Designation Bylaw): [https://www.kelowna.ca/sites/files/1/docs/related/protected_heritage_properties.pdf](https://www.kelowna.ca/sites/files/1/docs/related/protected_heritage_properties.pdf)

Bed and Breakfast Homes
- City of Kelowna Bylaw No. 8000, Section 9.6: Bed and Breakfast Homes: [https://apps.kelowna.ca/CityPage/Docs/PDFs/Bylaws/Zoning%20Bylaw%20No.%208000/Section%2009%20-%20Specific%20Use%20Regulations.pdf](https://apps.kelowna.ca/CityPage/Docs/PDFs/Bylaws/Zoning%20Bylaw%20No.%208000/Section%2009%20-%20Specific%20Use%20Regulations.pdf)

Cooperatives

Other
- Food Donor Encouragement Act: [http://www.bclaws.ca/Recon/document/ID/freeside/00_97008_01](http://www.bclaws.ca/Recon/document/ID/freeside/00_97008_01)
Appendix E: Catalogue of land-based resources

Inventory of built infrastructure, fixed equipment, and cultivated areas:

1. Mission Creek Country Inn
   a. Main and upper floor 2500 sq/ft, basement 1200 sq/ft, attic 460 sq/ft
   b. 2 stories, 4 bedrooms, 4 bathrooms (2 full, 2 half)
   c. Application for Heritage designation: https://www.kelowna.ca/our-community/arts-culture-heritage/heritage/heritage-register/cross-house

2. Farmhouse
   a. 1500 sq/ft on main floor
   b. 3 bedrooms, 2 bathrooms
   c. One story with unfinished basement

3. Abattoir Facility
   a. Provincially licensed, Class A

4. Pole lambing/hay shed
5. Tractor shed
6. Perimeter and cross page wire fencing through the property

Equipment

1. Farm Equipment
   a. John Deere tractor
   b. Jinma tractor
   c. Mower
   d. Rototiller
   e. Snow blade

2. Abattoir Equipment
   a. Walk-in cooler with carcass rack, rails and hooks
   b. Walk in freezer with cart and trays
   c. Display/point-of-sale cooler
   d. 2x captive bolt guns
   e. Knife sanitizer
   f. Skinning cradle
   g. Electric hoist and gambrel
   h. electric water heater
   i. 2x stainless steel sinks
   j. Butcher’s table with cutting board
   k. Meat band saw
   l. Meat grinder
   m. Sausage pump and mixer
   n. Effluent tank
Appendix F: Ecological Features

CCFC has begun identifying some of the ecological features at Ceres Circle Farm:

**Natural resources (physical and ecological features)**
- 5 acre wooded area
- Rumohr Creek runs parallel to Mission Creek near west boundary
- Mission Creek abuts west boundary

**Wildlife**
- Coyotes
- Mallard ducks
- Crows
- Black-capped chickadee
- Red-tailed hawk
- More to be identified

**Plantlife**
- Birch, Douglas fir, poplars, dogwoods, cat tails, Oregon grape, cottonwoods, ponderosa pines
- Burdock
- Hoary alyssum
- Canada thistle, bull thistle, Russian thistle
- Common Mallow
- Field Bindweed
- Hound’s Tongue (noxious)